

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 4, 2019
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR SHAWN TEAMANN**
- A. 3. INVOCATION BY DEPUTY MAYOR SHAWN TEAMANN**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2019**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6183**
Creating a Charter Review Commission in the City

Close Public Hearing and Consider Adoption of Ordinances

- B. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6183
- B. 3. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- C. 1. RESOLUTION NO. 6459**
Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation
- C. 2. RESOLUTION NO. 6460**
Declaring the City of Sherman's Eligibility and Intention to Participate in a Retail Recruitment Program to Promote Development/Redevelopment in Certain Areas of the City
- C. 3. RESOLUTION NO. 6461**
Authorizing Execution of a Development Agreement with Westar Home Builders, LLC for the Construction of Public Facilities in The Preserve, Phase II, a 10.264-acre Development off of Quail Run Road, west of F.M. 1417 (Heritage Parkway) in the City of Sherman
- C. 4. RESOLUTION NO. 6462**
Authorizing Execution of a Professional Services Agreement with McManus & Johnson Consulting Engineers, LLC for the Engineering Design of the Fallon Drive to Dripping Springs Road Extension

C. 5. RESOLUTION NO. 6463

Authorizing Execution of an Agreement with Sean Vanderveer d/b/a Vanderveer Group, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 124 North Walnut Street

C. 6. * RESOLUTION NO. 6464

Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Incorporated for Repair of the Lake Texoma City of Sherman Pump No. 3

Other Business

D. 1. OTHER BUSINESS

Mayor's Appointments to a Charter Review Commission

D. 2. * OTHER BUSINESS

Consider Request of Grayson Honors College and the Grayson County Law Enforcement Association to Temporarily Close Certain Streets for the "Beat the Heat 5K Run/Walk" on Saturday, April 27, 2019 with an alternate rain date of Saturday, May 4, 2019

E. CITIZEN REQUESTS

F. MEDIA QUESTIONS

G. COUNCIL COMMENTS

Executive Session

H. 1. EXECUTIVE SESSION

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

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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Section 551.071	Consult with the 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
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Section 551.087	Deliberation Regarding Economic Development Negotiations:
(a)	Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

I. 1. OPEN MEETING

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

J. 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 February 28, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 28th day of February, 2019.
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

Shawn C. Teamann

Council Members

Willie Steele, Council-At-Large, PL #1

Sandra Melton, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 03/04/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2019

Attachments

February 18, 2019

STATE OF TEXAS §
 February 18, 2019
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 18, 2019.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN.
 COUNCIL MEMBERS HOLLAND, HOWETH, MELTON, STEELE, STEVENSON.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 4, 2019. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

FIRST PUBLIC HEARING

CONDUCT THE FIRST PUBLIC HEARING CONCERNING THE ANNEXATION OF A 9.758 ACRE TRACT OF LAND ON WEST WASHINGTON STREET, WEST OF F.M. 1417 (HERITAGE PARKWAY), ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

Clint Philpott, Director of Engineering, said the annexation was requested by Washington Bend, the owners and developers of a 30 acre subdivision. One-third of the development is currently outside the City limits.

ANNEXATION
W. WASHINGTON,
WEST OF FM 1417

With the annexation, they will be extending water, sewer, streets and drainage for the development.

No citizens appeared before the City Council to discuss the annexation of 9.758 acres on West Washington Street, west of F.M. 1417 (Heritage Parkway).

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6179 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 CARRUS BEHAVIORAL HOSPITAL FOR INPATIENT/OUTPATIENT CARE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 1724 WEST U.S. HIGHWAY 82, SUITE 200, BEING LOT 1,

ORD 6179
SUP FOR CARRUS
BEHAVIORAL
HOSPITAL

CARRUS MEDICAL PLAZA, REPLAT LOT 5 (CARRUS HEALTH HOLDINGS, LLC, OWNERS; ANBARASU NACHIMUTHU, CONTRACTOR; AND McCALLA DESIGN GROUP, ARCHITECT); 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.

Scott Shadden, Director of Development Services, said this is a Specific Use Permit for behavioral inpatient, outpatient care that will be in the existing building. The State requires a Specific Use Permit so they can obtain their license.

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

Jon Rains, 1810 U.S. Hwy 82 West

Mr. Rains appeared representing Carrus Behavioral Hospital and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6179.

Mayor Plyler introduced Ordinance No. 6180 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 EXISTING DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 917-919 NORTH BRENTS AVENUE, BEING LOT 7, BLOCK 2, COLLING ADDITION, SECTION 2 (KNIGHTBRIDGE PROPERTY GROUP, LLC, OWNERS; AND LISA BIDDLE, REPRESENTATIVE); 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 6180
SUP FOR DUPLEX
(917 & 919 N. BRENTS)

Mr. Shadden said this Specific Use Permit was for an existing duplex that was built in 2007, when R-1 zoning permitted this. Duplexes are now allowed in R-2 zoning or with a Specific Use Permit. The property is changing owners and the lender is requiring a Specific Use Permit so it could be rebuilt if it was destroyed.

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

Lisa Biddle, 312 N. Powell Parkway, Anna

Ms. Biddle appeared as the realtor representing the seller. She was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6180.

Mayor Plyler introduced Ordinance No. 6181 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT-OF-WAY BEING MIDWAY DRIVE, NORTH OF FALLON DRIVE, AS SHOWN ON PLAT IN VOLUME 6, PAGE 11 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, DEDICATING OWNERSHIP OF SAID RIGHT-OF-WAY TO THE ADJACENT OWNER, DATAVAULT JOINT VENTURE, BEING MORE PARTICULARLY DESCRIBED AND SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ORD 6181
CLOSE & ABANDON
R-O-W ON MIDWAY DR.

Mr. Philpott said Midway Drive was originally dedicated as a part of the Master Plan for Midway Industrial Park. The road was dedicated but it was never constructed.

Currently there is a new developer interested in purchasing 20 acres, through that area and further east. This abandonment will be included on a Planning and Zoning Commission agenda in March 2019, to rededicate it per plat. Essentially, this just moves the road further to the east.

No citizens appeared before the City Council to discuss Ordinance No. 6181.

Mayor Plyler introduced Ordinance No. 6182 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED "OFFENSES AND NUISANCES", ARTICLE 8.07, ENTITLED "NOISE", AT SECTION 8.07.009, ENTITLED "BUILDING AND EXCAVATING OPERATIONS"; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ORD 6182
NOISE – BUILDING
OPERATIONS

Robby Hefton, City Manager, said since the last Council Meeting, the staff has researched the current noise ordinance in relation to construction noise. They contacted other cities to see how they addressed the situation and talked about it internally.

It was determined that Sherman's ordinance was outdated and probably needed some adjustments, pertaining to the hours of construction, especially in residential areas.

Based on that, the staff proposed modifying the existing ordinance to include hours from 7:00 a.m. to 8:00 p.m. Monday through Friday, 8:00 a.m. to 5:00 p.m. on Saturday; and 12:00 p.m. to 7:00 p.m. on Sunday. Additionally there should be no construction noise on holidays, which would include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

Mr. Hefton added that most cities contacted, do not differentiate between weekdays and weekends, and many allowed construction noise between 6:00 a.m. and 9:00 p.m. The staff felt it would be a good compromise to limit the hours during the weekends.

Alex and Cynthia Sherman, 3405 Hanan Street

Ms. Sherman felt that the builders were being given more leeway to continue to do what they've been doing, without anything happening. She said they have lived at this location since the end of August 2018, and the builders have worked every Saturday, every Sunday, and every holiday.

Instead of addressing the resident's concerns, the builders have been given the advantage. She did not feel this was right and said they paid the taxes. She asked the Council to reconsider, and at least not allow construction on Sunday.

Mr. Sherman asked that additional research be completed and said he had invited Mr. Hefton to visit with him in his neighborhood. Mr. Hefton said they spoke after the Council Meeting and staff members had spoken with Ms. Sherman.

Mr. Sherman said the builders are building on random lots and there are more than "a few" lots under construction. He said their quality of life would "suffer for some time." He said the changes to the ordinance are "not right."

No other citizens appeared before the City Council to discuss Ordinance No. 6182.

SECOND PUBLIC HEARING

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF A 9.758 ACRE TRACT OF LAND ON WEST WASHINGTON STREET, WEST OF F.M. 1417 (HERITAGE PARKWAY), ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

Mr. Philpott said this is the second public hearing for the annexation, which was requested by the owner of the property.

No citizens appeared before the City Council to discuss the annexation of 9.758 acres on West Washington Street, West of F.M. 1417 (Heritage Parkway).

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED "OFFENSES AND NUISANCES", ARTICLE 8.07, ENTITLED "NOISE", AT SECTION 8.07.009, ENTITLED "BUILDING AND EXCAVATING OPERATIONS"; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR

ANNEXATION
W. WASHINGTON,
WEST OF FM 1417

ORD 6182
NOISE – BUILDING
OPERATIONS

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

Council Member Stevenson asked what the enforcement aspect would be if the ordinance is modified and more clearly defines when contractors can work. He asked what the penalty would be and how it would be enforced if they didn't follow the rules.

Mr. Hefton said enforcement would be through the Police Department as it is with any violation of the noise ordinance, however the duration of the situation would be longer. Brandon Shelby, City Attorney, confirmed that the violation would be a Class C Misdemeanor, subject to a fine.

Council Member Melton verified that the police have been called several times but no fines have been levied. Mr. Hefton said they have talked to the builders, who have made efforts to address the situation.

Terrence Steele, Assistant City Manager, said he spoke with the builder and they have been cleaning up and purchased a sweeper to sweep mud from the streets. On Saturday, they tried to sweep the streets and the police were called to stop them.

Mr. Sherman said the builders are constructing homes on "staggered" lots instead of building away from the current neighbors. Mr. Steele explained that the homebuyer purchases the lot they want their home built on. Mr. Sherman accused Mr. Steele of "defending the builder" and allowing them to "abuse" the citizens. Mr. Steele said Mr. Sherman moved into an area where development is happening.

Mr. Hefton said there is more than one issue around Mr. Sherman's property that is frustrating to him, including noise, drainage issues, and cleanliness of the lot. But the City must consider the needs of the property owner, rights of other property owners around them, and the needs of the builders, and try to keep things in balance.

Council Member Melton said the Council is trying to set some rules to get the problem taken care of for all the citizens of Sherman. She said they are working "for the City."

Deputy Mayor Teamann asked if the City would take these offenses more seriously once the ordinance is in place. Mr. Hefton said the ordinances are enforced on a complaint basis. He felt the current ordinance was outdated and the staff is trying to address that issue. They will continue to enforce the ordinance on a complaint basis, but it needs to be based on rules that are reasonably balanced for everyone involved.

Steve Ayers, Assistant City Manager, said from the police side, the City will try to work with citizens on an ordinance violation.

As the ordinance is finalized, the staff will work with the Police Department, the citizens, and the builders through education.

The first complaint will probably result in a talk with the offender and documentation in the system so there will be a record. The real concern is for repeat offenders. They try to be fair to everyone, however a fine can be levied if needed.

Council Member Howeth asked if any other residents of that area had contacted the Police Department with a noise complaint against the builder. Zachary Flores, Police Chief, said he was not sure if there had been other complaints.

Chief Flores explained the process for working this type of complaint and said they are worked on a “case-by-case” basis. The first step is for voluntary compliance and not “hard action.” They must know that it’s a perpetual issue, and he said they will make the officers aware of this.

Mr. Ayers added that it will be recorded where there is an accurate record of past activity and past violations. When the point of a “repeat offender” is reached, the officers can address it through a citation, if necessary.

Mr. Sherman asked that the vote on the ordinance be tabled until additional data could be gathered.

Council Member Stevenson said there will be more building in Sherman in the future, than there has been in the past, and the Council wants to prevent this issue from recurring with other citizens as well. He felt it was important to consider the ordinance now.

He also wanted to be sure the builders know the ordinance is in place and there are times when they can’t work. He felt it should be explained to them during the permitting or inspection process, including notification of the penalty they could pay for a violation.

Mr. Sherman asked if the ordinance passes, if he has the right to protest against the builder. He felt they were infringing on his peace. Chief Flores asked him to allow the Police Department a chance to address the situation with the new ordinance. He said they would address the issue in a reasonable manner.

Mr. Steele addressed the situation with the street sweeper when the builder was trying to clean the streets last Saturday. Someone called the Police Department. Mr. Sherman said they were not cleaning the streets, they were behind his house “playing with the machine.”

Mr. Steele said the builder purchased the machine to clean the streets. When they tried to clean the streets, the police were called and told them that, because there was a complaint, they could not clean the streets with the sweeper.

COUNCIL MINUTES – FEBRUARY 18, 2019

Council Member Howeth asked about the proposed hours on the weekend. She said the proposed hours were 8:00 a.m. until 5:00 p.m. on Saturday and 12:00 p.m. to 7:00 p.m. on Sunday. She asked why it wasn't cut off at 5:00 p.m. on Sunday too. Mr. Hefton said the proposed hours are less than most cities, but the City Council can select whatever hours they would like.

She also asked if there was any restriction on lighting that could be used with the building. Mr. Hefton said this ordinance addresses noise only. Mr. Shelby said lighting is addressed through another ordinance.

Mr. Hefton added that if someone is remodeling or painting inside their home after hours, and there is no noise, then there would be no noise violation. This ordinance limits noise only during certain hours.

Mr. Sherman asked Council Members to consider the property owner's rights. Council Member Howeth said the builder is also a property owner and the rights must be balanced between the property owner that is a builder and the property owner that is actually living in the home.

Council Member Stevenson felt the Sunday hours should be amended to start at 1:00 p.m. Council Member Steele felt the Sunday hours should be 1:00 p.m. until 5:00 p.m. Council Member Melton felt Saturday hours should start at 10:00 a.m. Council Members discussed the specific weekend hours. Council Member Stevenson said because of inclement weather, working on the weekend is sometimes the only way to complete the construction project.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6182, amending it to include the Sunday hours as 1:00 p.m. to 5:00 p.m., and to approve the holidays as listed by the City Manager, including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Council Member Steele added that many of Mr. and Mrs. Sherman's concerns would fall under environmental code enforcement. He said there does seem to be a lack of silt fencing and erosion control in that area.

Mr. Hefton agreed that they have dealt with multiple issues and he understood that it is frustrating. Some of the issues are civil issues. He said that, to the extent that there are violations of other City codes, the staff should be looking at those, as well.

Ordinance 6179

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 CARRUS BEHAVIORAL HOSPITAL FOR INPATIENT/OUTPATIENT CARE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 1724 WEST U.S. HIGHWAY 82, SUITE 200, BEING LOT 1, CARRUS MEDICAL PLAZA, REPLAT LOT 5 (CARRUS HEALTH HOLDINGS, LLC, OWNERS; ANBARASU NACHIMUTHU, CONTRACTOR; AND McCALLA DESIGN GROUP, ARCHITECT); 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 6179
SUP FOR CARRUS
BEHAVIORAL
HOSPITAL

Ordinance 6180

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 EXISTING DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 917-919 NORTH BRENTS AVENUE, BEING LOT 7, BLOCK 2, COLLING ADDITION, SECTION 2 (KNIGHTBRIDGE PROPERTY GROUP, LLC, OWNERS; AND LISA BIDDLE, REPRESENTATIVE); 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 6180
SUP FOR DUPLEX
(917 & 919 N. BRENTS)

Ordinance 6181

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT-OF-WAY BEING MIDWAY DRIVE, NORTH OF FALLON DRIVE, AS SHOWN ON PLAT IN VOLUME 6, PAGE 11 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, DEDICATING OWNERSHIP OF SAID RIGHT-OF-WAY TO THE ADJACENT OWNER, DATAVAULT JOINT VENTURE, BEING MORE PARTICULARLY DESCRIBED AND SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ORD 6181
CLOSE & ABANDON
R-O-W ON MIDWAY DR.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6179, 6180, and 6181, as presented.

Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6457 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE STORMWATER LIFT STATION UPGRADE AT THE CITY'S WASTEWATER TREATMENT FACILITY

RES 6457
STORMWATER LIFT
STATION DESIGN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE STORMWATER LIFT STATION UPGRADE AT THE CITY'S WASTEWATER TREATMENT FACILITY.
CONSENT AGENDA.

RESOLUTION NO. 6458 – AUTHORIZING THE PURCHASE OF A NEW KUBOTA SKID STEER AND ATTACHMENT FOR THE STREET MAINTENANCE DEPARTMENT FROM SIX & MANGO EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

RES 6458
STREET MAINT.
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KUBOTA SKID STEER AND ATTACHMENT FOR THE STREET MAINTENANCE DEPARTMENT FROM SIX & MANGO EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

REQUEST TO ADVERTISE

PURCHASE AND INSTALLATION OF A PAVILION, BENCHES AND OUTDOOR MUSICAL EQUIPMENT AT THE CITY OF SHERMAN LIBRARY PARK

REQ TO ADVERTISE
LIBRARY PARK
EQUIPMENT

The City Council approved the request to advertise for the purchase and installation of a pavilion, benches, and outdoor musical equipment at the City's Library Park.

One of the highest priority initiatives from the 2017 Parks Master Plan was special use parks, identified by unique characteristics within recreational, social, and community activities. The Sherman Public Library Park will host a number of social, recreational, and library-specific activities overseen by the Library.

CONSENT AGENDA

OTHER BUSINESS

DISCUSS AND CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR (FY) 2019-2020

BUDGET CALENDAR

Mr. Hefton presented the Budget Calendar including a proposed date of April 26, 2019 for the Budget Planning Meeting and June 13 and possibly June 14, 2019 for the Budget Workshop.

ACTION TAKEN.

Motion by Council Member Melton to approve the Budget Calendar for FY 2019-2020, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW (FORMERLY DOWNTOWN SHERMAN PRESERVATION & REVITALIZATION) TO TEMPORARILY CLOSE CERTAIN STREETS FOR “CRAFT THE NIGHT AWAY” ON SATURDAY, APRIL 13, 2019

CLOSE STREETS
CRAFT THE NIGHT
AWAY

Sarah McRae, Tourism/Main Street Manager, said her office helps facilitate many events from other organizations, that bring the community together and bring visitors to Sherman.

She introduced Karen Tooley, Executive Director, Downtown Sherman NOW. Ms. Tooley said for the last three years that “Craft the Night Away” has been held, 28% of the advance sale tickets have been purchased by people that do not live in Sherman. On the day of the event, 33% of the “walk-up” tickets are from out of town visitors.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the request of Downtown Sherman NOW to temporarily close certain streets for “Craft the Night Away” on April 13, 2019, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF WEST HILL CEMETERY ADDITION, ANNEX D, SECTION 1-5, BEING 5.478 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; CITY OF SHERMAN, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1304 WEST LAMAR STREET)

APPROVE FINAL PLAT
WEST HILL CEMETERY
(1304 W. LAMAR)

Mr. Shadden said it is a requirement that the property be platted prior to the sale of cemetery lots because of deed records.

The 5,478 acre tract is located at 1304 West Lamar Street, and the City would like to plat this into 3,146 cemetery lots. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

Council Member Howeth asked if the western edge of the property was located in the City’s flood plain. Mr. Philpott said the western edge of West Hill Cemetery is located in the City’s flood plain, however the area that is being platted is not.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Final Plat of West Hill Cemetery Addition, Annex D, Sections 1 through 5, located at 1304 West Lamar Street, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF OLD CEMETERY ADDED LOTS AND MEMORIAL PARK, BEING 8,000 SQUARE FEET IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; CITY OF SHERMAN, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1304 WEST LAMAR STREET)

Mr. Shadden said this request accompanies the previous one, and includes 60 lots in the Old Cemetery and 120 lots in the Memorial Park.

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

ACTION TAKEN.

Motion by Council Member Steele to approve the Final Plat of Old Cemetery Added Lots and Memorial Park, located at 1304 West Lamar Street, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF HILL SMITH ESTATES, BLOCK 3, LOT 3R, 0.380 ACRES IN THE G.W. MCGLOTHLIN SURVEY; ABSTRACT NO. 827, ALSO BEING PART OF LOTS 3 AND 4, BLOCK 3, HILL SMITH ESTATES; BRIDGESTONE CONSTRUCTION, LLC, OWNERS; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (2211 EAST ALMA AVENUE)

The City Council approved the Replat of Hill Smith Estates, located at 2211 East Alma Avenue. The 0.380 acre tract is zoned an R-1 (One Family Residential) District and the owners would like to replat the property into one lot for residential construction.

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

CONSENT AGENDA.

FINAL PLAT APPROVAL OF HERITAGE CROSSING, PHASE 1, BEING 31.333 ACRES IN THE BACON FIELDING SURVEY, ABSTRACT NO. 120; SAPPHIRE GROUP, LLC, OWNERS; BLUESTONE PARTNERS, LLC, DEVELOPERS; AND WINKELMANN & ASSOCIATES, INC., CIVIL ENGINEER/ SURVEYOR (1600-1800 BLOCKS OF NORWOOD STREET AND 2700-3000 BLOCKS OF WEST MCGEE STREET)

The City Council approved the Final Plat of Heritage Crossing, Phase 1, located in the 1600 to 1800 blocks of Norwood Street and 2700 to 3000 blocks of West McGee Street. The owners of the 31.333 acre tract would like to plat the property into 44 lots for residential development.

APPROVE FINAL PLAT
OLD CEMETERY &
MEMORIAL PARK
(1304 W. LAMAR)

APPROVE REPLAT
HILL SMITH ESTATES
(2211 E. ALMA)

APPROVE FINAL PLAT
HERITAGE CROSSING,
PHASE 1
(1600-1800 BLOCKS OF
NORWOOD ST. &
2700-3000 BLOCKS OF
W. MCGEE ST.)

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

REPLAT APPROVAL OF A PART OF LOTS 1, 4 & 5, BLOCK 1, G.W. BOND'S SECOND ADDITION, BEING PART OF LOTS 1, 4 & 5, BLOCK 1, G.W. BOND'S 2ND ADDITION, CONTAINING 0.259 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; HAMBRICK TRIPLE H INVESTMENT GROUP, LLC, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (521 EAST BROCKETT STREET AND 520 EAST CARTER STREET)

The City Council approved the Replat of a part of Lots 1, 4, and 5, Block 1, of the G.W. Bond's Second Addition, located at 521 East Brockett Street and 520 East Carter Street.

The 0.259 acre tract is zoned an R-1 (One Family Residential) District and is also located in the College Park Overlay District. The owners would like to replat the property into two lots to sell one of the lots.

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

REPLAT APPROVAL OF HERITAGE FARMS ESTATES, A REPLAT OF LOT 2, BLOCK 1, COUNTRY RIDGE ESTATES NO. 10, BEING LOT 2, BLOCK A, COUNTRY RIDGE ESTATES NO. 10, CONTAINING 26.106 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; WYLDEWOOD HOMES, LLC, OWNERS; VILBIG & ASSOCIATES, CIVIL ENGINEER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR [1100-1300 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY)]

The City Council approved the Replat of Heritage Farms Estates, located in the 1100 to 1300 blocks of South F.M. 1417 (Heritage Parkway). The 26.106 acre tract is zoned an R-1 (One Family Residential) District. The owners would like to replat the property into 93 residential and six commercial lots.

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

FINAL PLAT APPROVAL OF LOT 1, BLOCK A, GOLDEN OWENS ADDITION, BEING 5.161 ACRES IN THE BROWN AND RICKETTS SURVEY, ABSTRACT NO. 1553; GO PROPERTIES 7, LLC, OWNERS; PARAMOUNT HEALTHCARE, DEVELOPER; KEEN SURVEYING, LLC, SURVEYOR; AND JM CIVIL ENGINEERING, CIVIL ENGINEER (5011 NORTH U.S. HIGHWAY 75)

The City Council approved the Final Plat of the Golden Owens Addition, located at 5011 North U.S. Highway 75. The owners would like to plat the 5.161 acre tract into one lot for commercial development of a nursing home.

APPROVE REPLAT
G.W. BOND'S
SECOND ADDITION
(521 E. BROCKETT &
520 E. CARTER)

APPROVE REPLAT
HERITAGE FARMS
ESTATES
(1100-1300 BLOCKS OF
S. F.M. 1417)

APPROVE FINAL PLAT
GOLDEN OWENS
ADDITION
(5011 N. HWY 75)

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

CITIZENS REQUESTS

RESCIND APPEARANCE

Ronald Aycock, 220 E. Houston, said he would like to rescind his appearance before the City Council tonight due to the length of the meeting.

RESCIND
APPEARANCE

COVERAGE OF HOLES FROM THE REMOVAL OF UTILITY POLES

Peter Tracy, 705 S. Valentine, commended the City for taking action on his comments at the last meeting about dangerous holes from the removal of utility poles. The City covered a hole that was located near Crutchfield School.

COVERAGE OF HOLES
FROM THE REMOVAL
OF UTILITY POLES

STOP SIGN NEEDED

Mr. Tracy questioned why there was no stop sign at the northbound intersection of Vaden Street with Pecan Street. The location is in front of Presco and he felt a stop sign is needed because Pecan Street is a thoroughfare.

STOP SIGN NEEDED

NOISE ISSUE

Mr. Tracy said he has had some noise issues with property located behind his house. The noise was from four-wheelers and dirt bikes. He was told that the Police Department could not do anything about it because the landowners had not given them authorization to cite people on the property.

NOISE ISSUE

Mr. Tracy said he contacted the four landowners about the four-wheelers and about people dumping trash on the property. One of the landowners gave him permission to stop the activity on the property and he has since posted signs.

He also contacted the Police Department but no one responded so he confronted the people on the property and erected “literature boxes” saying it was private property and they were not allowed on the property or the City would cite them and the landowner would file charges.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

FIREMEN’S BANQUET

Council Member Holland said the Firemen’s Banquet was great and a really nice event. They welcomed the new firemen.

FIREMEN’S BANQUET

BEHAVIORAL HEALTH EVENT

Deputy Mayor Teamann said the Community Behavioral Health Conference, sponsored by the Texoma Behavioral Health Leadership Team, will be held February 28, 2019 at the Hilton Garden Inn, in Denison. The conference will help educate and inform citizens of the issues surrounding mental health in the area.

FIREMEN'S BANQUET

Council Member Steele thanked Fire Chief Danny Jones for including the City Council in the recent Firemen's Banquet. He said the City is in "very good hands."

FIREMEN'S BANQUET

FIREMEN'S BANQUET

Council Member Melton said the Firemen's Banquet was wonderful, but she also learned a lot about what the firemen go through every day. She thanked them for doing what they do and said she was impressed with the City and the Fire Department.

FIREMEN'S BANQUET

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Sherman Celtic Festival will be held on March 23 and March 24, 2019, and will be moved to the field north of Midway Mall, off of Fallon Drive.
- Parks and Recreation will host the Third Annual North versus South Red River Classic Softball Tournament on March 16, 2019.

ANNOUNCEMENTS

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 551.087 --

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 5:55 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:29 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

COUNCIL MINUTES – FEBRUARY 18, 2019

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:30 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 03/04/2019

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6183

Creating a Charter Review Commission in the City

Issue:

The creation of a Charter Review Commission and defining its charge

Background:

Article III, Section 5 of the City Charter provides that a "charter amendment election may not be held earlier than every two years." The last Charter Amendment Election was held at the November 7, 2017 special election. The City Charter, at Article X, Section 15(a), provides for a Charter Review Commission to be created by ordinance.

City staff is now undergoing the process of reviewing the City Charter for needed amendments; and the City Attorney would like the Mayor to appoint certain Council members to a Charter Review Commission for the same purpose. The Commission members would review the Charter and return to the City Council at the August 5th regular meeting with recommended alterations, revisions or amendments. The Commission would cease to function on December 31, 2019. The Commission members would be appointed in a subsequent agenda item at this March 4th meeting.

Origination:

Brandon S. Shelby, City Attorney

Financial Consideration:

There is no financial impact as members would receive no compensation for serving on this Commission.

Staff Recommendation:

Adopt the ordinance to create the Charter Review Commission and approve, **by motion and order**, the City Attorney's drafting of amendments to the City Charter.

Alternatives:

The Council could decide to forego amendment of the City Charter.

Attachments

Ordinance No. 6183

City Charter, Article III, Section 5 and Article X, Section 15

ORDINANCE NO. 6183

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CHARTER REVIEW COMMISSION IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, Article X, Section 15(a) of the Charter of the City of Sherman, Texas provides that amendments to the charter may be framed and proposed by report of a charter commission created by ordinance; and

WHEREAS, the City Council of the City of Sherman, Texas desires to create a Charter Review Commission for said purpose;

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

SECTION 1. That this Council hereby creates a Charter Review Commission in accordance with Article X, Section 15(a) of the Charter of the City of Sherman, Texas.

SECTION 2. That the Charter Review Commission shall consist of no more than three (3) members of current City Council.

SECTION 3. That appointments to the Charter Review Commission shall be made by the Mayor in accordance with the existing Charter.

SECTION 4. That the Charter Review Commission shall, not later than August 5, 2019, present to the entire City Council body its recommendations, if any, of alterations, revisions or amendments to the Charter of the City.

SECTION 5. That members of the Charter Review Commission shall serve without compensation.

SECTION 6. That the Charter Review Commission shall cease to function on December 31, 2019.

SECTION 7. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 8. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 9. 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 _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

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**

HOME RULE CHARTER

ARTICLE III. NOMINATIONS AND ELECTIONS

Section 5. Ballots for charter amendments.

A charter amendment to be voted on by the city shall be presented for voting by ballot title. The ballot title of an amendment shall be a clear, concise statement describing the substance of the proposal without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described amendment be adopted?" Immediately below such question shall appear, in the following order, the words "yes" and "no", with a blank oval beside each word, one of which is to be filled in indicating the voter's choice. A charter amendment election may not be held earlier than every two years. (Resolution 4442 adopted 5/6/03)

ARTICLE X. GENERAL PROVISIONS

Section 15. Charter amendment.

- (a) *Proposal of amendment.* Amendments to this charter may be framed and proposed:
 - (1) In the manner provided by law,
 - (2) By ordinance of the council containing the full text of the proposed amendment and effective upon adoption, or
 - (3) By the voters of the city, or
 - (4) By report of a charter commission created by ordinance.

Proposal of an amendment by the voters of the city shall be by petition containing the full text of the proposed amendment, and shall be governed by the same procedures and requirements prescribed in Article IX for initiative petitions until such time as a final determination as to the sufficiency of the petition is made, except that there shall be no limitation as to subject matter and that the petition must be signed by qualified voters of the city equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular city election. The petitioners' committee may withdraw the petition at any time before the 15th day immediately preceding the day scheduled for the city vote on the amendment.

- (b) *Election for amendments.* Upon delivery to the city election authorities of the report of a charter commission or committee, or delivery by the city attorney of an adopted ordinance or a petition finally determined sufficient, proposing an amendment pursuant to subsection (a), the election authorities shall submit the proposed amendment(s) to the voters of the city at an election. Such election shall be announced by a notice containing a substantial copy of the proposed amendment(s) and shall be published on the same day in each of two (2)

successive weeks in a newspaper of general circulation, with the first publication occurring before the 14th day before the date of the election. Each amendment will not contain more than one subject. The election shall be held on the first authorized uniform election date prescribed by the Election Code and that occurs on or after the 30th day after the date the ordinance is adopted. If no regular election is to be held within that period, the council shall provide for a special election on the proposed amendment(s); otherwise the holding of a special election shall be within the discretion of the council. The form of ballot shall be as specified in Article III, Section 5.

(c) *Adoption of amendment.* If a majority of the qualified voters of the city voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective upon entry of an order by the municipality declaring that the charter amendment is adopted.

(d) *Adoption of a new charter.* A new charter may be framed pursuant to the procedures as prescribed by state law.

(Ordinance 4267, sec. 2, adopted 1/16/93)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.2.

Meeting Date: 03/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6183

Issue:

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6183**
Creating a Charter Review Commission in the City
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.3.

Meeting Date: 03/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 6. * RESOLUTION NO. 6464

Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Incorporated for Repair of the Lake Texoma City of Sherman Pump No. 3

D. 2. * OTHER BUSINESS

Consider Request of Grayson Honors College and the Grayson County Law Enforcement Association to Temporarily Close Certain Streets for the "Beat the Heat 5K Run/Walk" on Saturday, April 27, 2019 with an alternate rain date of Saturday, May 4, 2019



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 03/04/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6459

Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation

Issue:

To consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation (COs), including the adoption of a resolution pertaining thereto

Background:

Beginning in 2015, City staff on several occasions have presented a workplan to the Council for plans to manage growth that has begun across the City. These plans have centered largely around the need for infrastructure development. The CO's related to this issue will provide funding for the next phase of development and will include such projects as the final phases of Travis Street West development, the intersection of F.M. 1417 and Travis Street West (by the new Sherman High School), Highway 75 "GAP" project from F.M. 1417 to Highway 91, Legacy Boulevard, Moore Street, Park Avenue, Progress Drive and the extension of McGee Street west of F.M. 1417.

State law requires that certain notices be published to the public informing them of the Council's intentions to issue debt prior to adoption of an ordinance that authorizes the debt issuance. This resolution accomplishes this requirement. The COs are expected to be issued and funded in May 2019.

Origination:

City's Manager's Office and Specialized Public Finance, Inc.

Financial Consideration:

Funding for the estimated debt service of approximately \$1.3 million will be provided through the City's ad valorem tax revenue, with a secondary pledge coming from the City's water and sewer revenues. Cost of advertising for the publications is expected to be about \$500.00.

Staff Recommendation:

The staff recommends approval of this resolution.

Alternatives:

The Council could choose not to issue debt and postpone the construction of the projects.

Attachments

Resolution No. 6459

RESOLUTION NO. 6459

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the City Council of the City of Sherman, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1: The City Clerk is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in a principal amount not to exceed \$20,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, and shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The City Clerk shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this March 4, 2019.

CITY OF SHERMAN, TEXAS

Mayor

ATTEST:

City Clerk

(City Seal)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF SHERMAN, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Sherman, Texas, shall convene at 5:00 P.M. on the 15th day of April, 2019, at the City Hall, 220 W. Mulberry, Sherman, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in an amount not to exceed \$20,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Linda Ashby
City Clerk
City of Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 03/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO.6460

Declaring the City of Sherman's Eligibility and Intention to Participate in a Retail Recruitment Program to Promote Development/Redevelopment in Certain Areas of the City

Issue:

To adopt guidelines and criteria for the City of Sherman's Retail Recruitment Program

Background:

Chapter 380 of the Texas Tax Code, "Miscellaneous Provisions Relating to Municipal Planning and Development", permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. The proposed program, the City of Sherman's Retail Recruitment Program, is intended to promote broad-based, high quality development that will enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax rebates to qualifying businesses. Applicants must propose to locate a new business to Sherman; relocation of existing Sherman businesses would not qualify.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no immediate impact to approving the guidelines and criteria for the City's Retail Recruitment Program. The impact of a particular project would be judged when the application and agreement are presented to the City Council.

Staff Recommendation:

The staff recommends that the City Council approve the resolution and the City of Sherman's Retail Recruitment Program.

Alternatives:

The Council could decide not to participate in this program.

Attachments

Resolution No. 6460

Retail Recruitment Program Procedures Manual & Application

RESOLUTION NO. 6460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RETAIL RECRUITMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman declares its eligibility and intention to participate in a Retail Recruitment Program to promote development/redevelopment in certain areas of the City and wishes to adopt Guidelines and Criteria for use in the City's Retail Recruitment Program; and

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

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby approves and adopts the following Guidelines and Criteria for use in the City's Retail Recruitment Program, as required by law:

CITY OF SHERMAN'S RETAIL RECRUITMENT PROGRAM GUIDELINES AND CRITERIA

1. A performance incentive agreement must be reasonably likely to contribute to the development of new retail enterprises that generate local sales tax for the City of Sherman.
2. A performance incentive agreement will not be entered into where a company is only changing its location within Sherman.
3. The City Council of the City of Sherman will approve or deny an incentive request based upon the subjective evaluation of the following guidelines and criteria. The Council may consider any advisory recommendations received from the City Manager as it may choose:

- **Employment Impact**

How many jobs will be brought to Sherman?

What types of jobs will be created (e.g., part-time, full-time, hourly, salaried, etc.)?

List the number of jobs by class that will be created and the wage range of each class of job.

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

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

- **Fiscal Impact**

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the estimated annual local sales tax generated (at 2%)?

If applicant is leasing or proposing to lease the facilities and/or the ground, what are the terms of the lease(s)?

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

SECTION 2. That these Retail Recruitment Program Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

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**

**RETAIL RECRUITMENT PROGRAM
PROCEDURES MANUAL
AND
APPLICATION**



SHERMAN, TEXAS

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GENERAL PURPOSE AND PROGRAM DESCRIPTION

The City of Sherman desires to promote broad-based, high quality development that will enhance the quality of life for citizens and other stakeholders. These goals are accomplished through the City's ability to promote a healthy economy in the area of private capital investment and generation of local sales tax revenues. As such, the City of Sherman will, on a case-by-case basis, consider providing a cash grant in the form of local sales tax rebates to qualifying businesses under Chapter 380 of the Texas Local Government Code. In order to qualify, the applicant must propose to locate a new business to Sherman. Relocation of an existing business to a new location would not qualify under this program. The City is under no obligation to provide this benefit to any applicant; and this program may be terminated at the City's sole discretion.

EVALUATION AND APPROVAL PROCESS

Applicant shall submit an application (provided herein) in conformance with the guidelines established by this program. All applications for incentives will be reviewed by the City Manager or his designee. Applicant may be requested to meet with City staff to discuss the details of the proposed project. The application will be evaluated on the basis of the projects' overall economic benefit to the City, project timing and duration, project conformance with desired location and enhancement of surrounding development, and job creation. Staff will make a recommendation to the City Council, who shall consider the matter in a public meeting. Any action taken by Council will be considered final and shall only be modified by further action of the Council, unless otherwise specified. Upon approval by City Council, applicant will be required to execute a performance agreement.

The City will be responsible for drafting the performance agreement, the agreement of which will contain the terms and conditions under which the applicant must abide. The agreement shall only be modified upon approval of the City Council in accordance with applicable local and State guidelines.

CRITERIA

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created (e.g., part-time, full-time, hourly, salaried, etc.)?

List the number of jobs by class that will be created and the wage range of each class of job.

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

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

Fiscal Impact

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the estimated annual local sales tax generated (at 2%)?

If applicant is leasing or proposing to lease the facilities and/or the ground, what are the terms of the lease(s)?

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

RETAIL RECRUITMENT PROGRAM APPLICATION

SECTION I

1. Property Owner: _____
Mailing Address: _____
Telephone Numbers: _____
2. Property Owner's Representative: _____
Mailing Address: _____
Telephone Numbers: _____
3. Physical Property Address: _____
4. Property Legal Description (include as an attachment with metes and bounds)
5. Description of Project: _____

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

SECTION II

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created (e.g., part-time, full-time, hourly, salaried, etc.)?

List the number of jobs by class that will be created and the wage range of each class of job.

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

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

Fiscal Impact

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the estimated annual local sales tax generated (at 2%)?

If applicant is leasing or proposing to lease the facilities and/or the ground, what are the terms of the lease(s)?

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 03/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6461

Authorizing Execution of a Development Agreement with Westar Home Builders, LLC for the Construction of Public Facilities in The Preserve, Phase II, a 10.264-acre Development off of Quail Run Road, west of F.M. 1417 (Heritage Parkway) in the City of Sherman

Issue:

The construction of public facilities in The Preserve, Phase II, a 10.264-acre development off of Quail Run Road, west of F.M. 1417 (Heritage Parkway) in the City of Sherman

Background:

Westar Home Builders, LLC proposes to construct a 10.264-acre development off of Quail Run Road, west of F.M. 1417 (Heritage Parkway), which includes the construction of storm water, water mains, sanitary sewer mains and public roads.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$21,931.41.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6461
Development Agreement
Unrecorded Proposed Plat
Aerial Location Map

RESOLUTION NO. 6461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WESTAR HOME BUILDERS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE PRESERVE, PHASE II, A 10.264-ACRE DEVELOPMENT OFF OF QUAIL RUN ROAD, WEST OF F.M. 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Westar Home Builders, LLC for the construction of public facilities in The Preserve, Phase II, a 10.264-acre development off of Quail Run Road, west of F.M. 1417 (Heritage Parkway) in the City of Sherman, 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 _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

DAVID PLYLER, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM.
AND CONTENT:**

BY: _____

**BRANDON S. SHELBY,
CITY ATTORNEY**

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND WESTAR HOME BUILDERS, LLC**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019 (the “Effective Date”), by and among the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, Westar Home Builders, LLC, (“Developer”).

WITNESSETH:

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

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

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

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before October, 2019, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal

infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$21,931.41.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately

notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

DEVELOPER: Westar Home Builders, LLC

DESIGNEE: Jim Hidalgo
ADDRESS: P.O. Box 3317
Sherman, TX 75091
PHONE: 903-815-1074
FAX: _____

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

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2019, with an original to each party.

Developer: Westar Home Builders, LLC

BY: _____
NAME: Jim Hidalgo
TITLE: Owner

ATTEST: **BY:** _____
NAME: _____
TITLE: _____

CITY: **CITY OF SHERMAN**

BY: _____
NAME: Robby Hefton
TITLE: City Manager

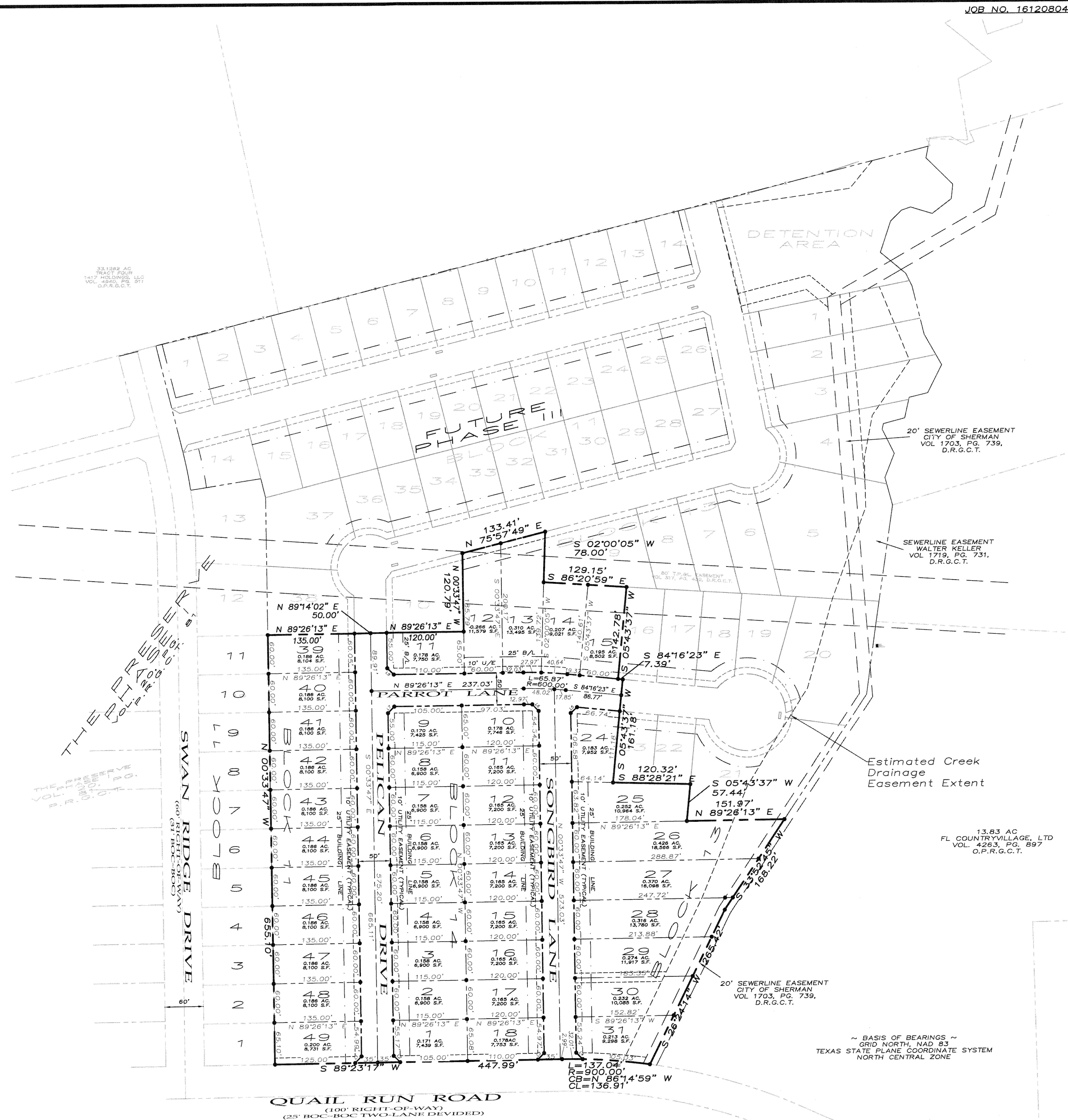
ATTEST: **BY:** _____
NAME: Linda Ashby
TITLE: City Clerk

APPROVAL RECOMMENDED:

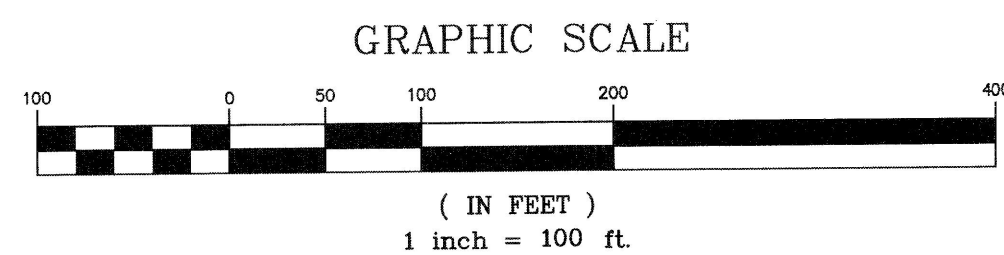
Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



LINE	BEARING	DISTANCE
L1	N 44°24'45" E	14.15'
L2	S 45°35'15" E	14.14'
L3	N 44°24'45" E	14.15'
L4	S 44°43'40" E	14.35'
L5	N 47°34'59" E	13.34'
L6	S 44°40'04" E	14.36'
L7	S 44°26'13" W	14.14'
L8	S 45°33'47" E	14.14'



FINAL PLAT THE PRESERVE PHASE II

BEING A TOTAL OF 10.264 ACRES IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OWNERS/DEVELOPER
WESTAR HOME BUILDERS, LLC
SHERMAN, TEXAS

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LEGAL DESCRIPTION

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the lands conveyed to 1417 Land Holdings, LLC as shown by deed of record in Volume 4940, Page 511, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with a cap marked RPLS 4709 in the north line of Quail Run Road, said rod being the southeast corner of Lot 1, Block 11 of the Preserve, Phase I an addition to the City of Sherman, Texas as shown by plat of record in Volume 20, Page 81, Plat Records, Grayson County, Texas;

Thence North 00°33'47" West, along the east line of said Block 11, a distance of 665.10 feet to a 1/2" steel rod set with a cap marked RPLS 4709;

Thence over and across said 1417 Land Holdings Tract the following calls and distances:

North 89°24'51" East, a distance of 135.00 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
North 89°14'02" East, a distance of 50.00 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
North 89°26'13" East, a distance of 120.00 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
North 00°33'47" West, a distance of 120.79 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
North 75°57'49" East, a distance of 133.41 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 02°00'05" West, a distance of 78.00 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 86°20'59" East, a distance of 129.15 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 05°43'37" West, a distance of 142.78 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 84°16'23" East, a distance of 7.39 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 05°43'37" West, a distance of 161.18 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 88°28'21" East, a distance of 120.32 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
South 05°43'37" West, a distance of 57.44 feet to a 1/2" steel rod set with a cap marked RPLS 4709;
North 89°26'13" East, a distance of 151.97 feet to a 1/2" steel rod set with a cap marked RPLS 4709 in the west line of a 13.83 acre tract of land conveyed to FL Countryville, Ltd. by deed of record in Volume 4263, Page 897 of said Official Public Records;

Thence South 33°52'45" West, along the west line of said 13.83 acre tract, a distance of 168.22 feet to a 1/2" steel rod found;

Thence South 26°24'14" West, continuing along the west line of said 13.83 acre tract, a distance of 265.42 feet to a 1/2" steel rod found in the north line of said Quail Run Road;

Thence westerly along the north line of said Quail Run Road with a non-tangent curve to the left having a radius of 900.00 feet, (chord bears North 86°14'59" West, a distance of 136.91 feet) an arc length of 137.04 feet to a 1/2" steel rod set with a cap marked RPLS 4709;

Thence South 89°23'17" West, continuing along the north line of said Quail Run Road, a distance of 447.99 feet to the Point-of-Beginning and containing 10.264 acres of land.

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, WESTAR HOME BUILDERS, LLC, do hereby adopt this plat designating the hereinabove property as the FINAL PLAT OF THE PRESERVE, PHASE II, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2018.

Authorized Signer
WESTAR HOME BUILDERS, LLC

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

Notary Public in and for
the State of Texas

ACCEPTANCE

Approved this _____ day of _____, 2018, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, FINAL PLAT OF THE PRESERVE, PHASE II, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2018, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2018.

Clerk, City of Sherman, Texas

FINAL PLAT THE PRESERVE PHASE II

BEING A TOTAL OF 10.264 ACRES IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

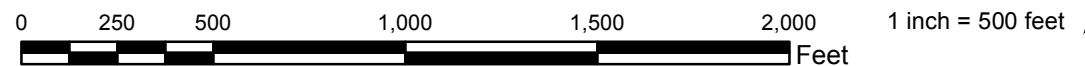
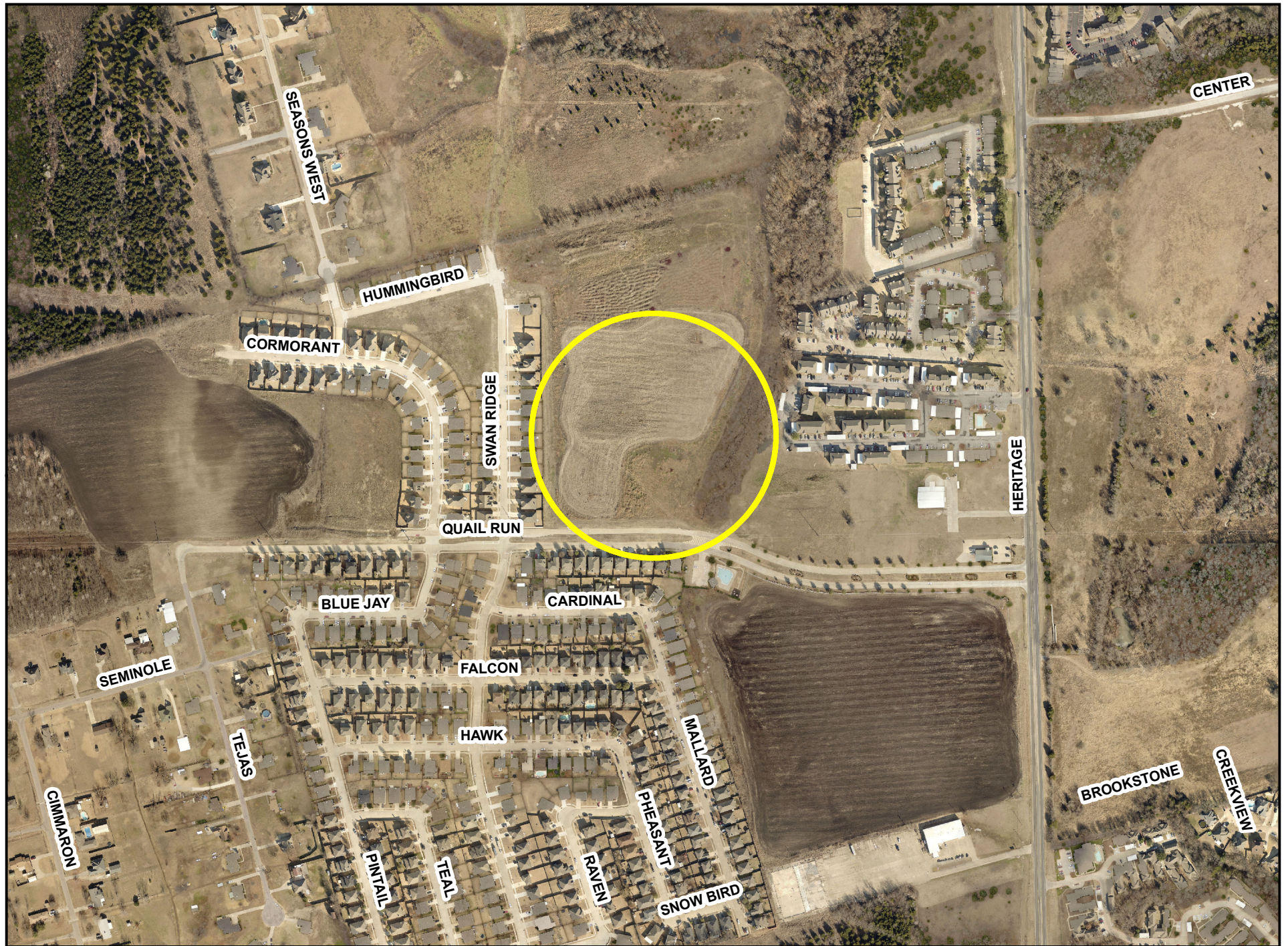
OWNERS/DEVELOPER
WESTAR HOME BUILDERS, LLC
SHERMAN, TEXAS

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

The Preserve, Phase II





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 03/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6462

Authorizing Execution of a Professional Services Agreement with McManus & Johnson Consulting Engineers, LLC for the Engineering Design of the Fallon Drive to Dripping Springs Road Extension

Issue:

To consider a contract for professional services with McManus & Johnson Consulting Engineers, LLC for the engineering design of the Fallon Drive to Dripping Springs Road extension

Background:

The Sherman Economic Development Corporation (SEDCO) and the City of Sherman have indicated a need to improve and expand a portion of Fallon Drive. The extension of Fallon Drive east and tying into Dripping Springs Road is part of the Master Thoroughfare Plan. Currently there is a 20-acre warehouse development wanting to develop east of the end of Fallon Drive. This contract will provide the Preliminary Design of the entire extension and the Final design for the section directly in front of the proposed development. This road extension will also include the removal of an existing lift station and extension of the sewer line to the lift station at the corner of Jack Cole Road and Dripping Springs Road. The 12" water line will be extended on the south side of the road and tie into Dripping Springs Road. Pending Sherman Economic Development Corporation (SEDCO) Board approval, SEDCO and the City will partner in the construction cost and timing of this project as both parties will benefit from this project.

Origination:

Engineering Department

Financial Consideration:

Preliminary and Final Engineering Design of Fallon Drive to Dripping Springs Road will be \$91,750.00.

Staff Recommendation:

It is recommended that the contract for professional services with McManus & Johnson Consulting Engineers, LLC for the engineering design of the Fallon Drive to Dripping Springs Road extension be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6462

Agreement for Professional Services

Scope of Services

Proposed Layout

Aerial Location Map

RESOLUTION NO. 6462

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 THE FALLON DRIVE TO DRIPPING SPRINGS ROAD EXTENSION; 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 the Fallon Drive to Dripping Springs Road Extension, 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 _____, 2019.

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 5, 2019 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 FALLON DRIVE SCHEMATIC DESIGN 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 _____ 2019, with an original to each party.

COMPANY: **McManus & Johnson Consulting Engineers, LLC**

BY: _____

NAME: Leonard W McManus, Jr. PE
Po Box 935
912 W. Van Alstyne Parkway
Van Alstyne, TX 75495

TITLE: Principal

ATTEST: **BY:** _____

NAME: Robert M Johnson, PE

TITLE: Principal

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: **BY:** _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

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

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A
SCOPE OF SERVICES
FALLON DRIVE SCHEMATIC DESIGN
EAST – Marshall Street to Jack Cole Road

1.0 CONTROL/ TOPOGRAPHIC SURVEY (Sub-contract with the Helvey 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

- o 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.
- o 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.
- o Horizontal Control work will be done using both standard surveying techniques and Global Positioning System (GPS) techniques meeting the necessary specification requirements
- o 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.
- o 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).
- o We will follow National Mapping Accuracy Standards for contour interval accuracy.
- o 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.
- o Control points will be established at a maximum distance of 1,000 feet apart.
- o 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 Fallon 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:

- o Locating and tying existing above-ground utility appurtenances, structures, curbs, pavement, fences, etc., within the area being considered for construction.
- o Existing depth and elevations of water valves, wastewater manholes and storm sewer inlets, within the area for construction.
- o Existing manhole inverts and rim elevations.
- o Existing pavement type(s).
- o 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.
- o All curb lines, driveways, building corners, fences, ditches, sidewalks, screening walls and other above ground features will be located within the area for construction.
- o 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.
- o Spot elevations as required to facilitate the generation of one-foot contours will be collected.
- o Locate underground utilities or structures that may be within the project limits.
- o 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.
- o Locate sufficient monumentation (boundary corners) in order to accurately establish the street Rights-of-Way and platted lot lines.
- o Locating and identifying all trees having a minimum 4-inch caliper.
- o Point numbers, point symbols and point descriptions shall be on separate levels conforming to the current standards.
- o 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.
- o 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).
- o 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.

Boundary and Right of Way Survey

Surveying will be performed to meet current state standards. We will utilize GPS Equipment,

Robotics and Electronic Total Stations. Boundary survey limits will include properties on either side of the anticipated centerline the proposed route of Fallon Drive and other property corners to determine the extent of existing properties. Survey will also extend into the intersecting streets and into the intersecting driveways. Once the final alignment is set, the Surveyor will prepare Right of Way exhibits outlined in Section 5.0.

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
- 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:
 - 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 Fallon Drive system

3.4.2 Develop the project drainage area map for Fallon 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 Fallon 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
- Extend the existing 12" water line in Fallon Dr. (approx. 2000') and extend through the proposed intersection with Dripping Springs Dr. Design will include valves, fire hydrants, per City requirements.
- Remove the existing lift station on Fallon Dr and extend a gravity line to the existing lift station near Jack Cole Rd. Adjustments to existing sanitary sewer manholes, etc. in relation to the proposed roadway is incorporated in this scope.
- Perform a sanitary sewer study for the proposed industrial park and surrounding properties that may be served by the new sewer. Determine anticipated fully-developed flows and size the proposed sewer line to the existing lift station near Jack Cole Rd.

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. Alignment (10%) study
- 3.8.1 Provide preliminary horizontal and vertical alignment as directed by the City.
- 3.9. Preliminary (30%) design submittal
- 3.9.1 Submit three (3) copies to the City for review and comment
- 3.9.2 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
 - Sewer Basin Study

- Preliminary sanitary sewer alignment
- ~~Preliminary streetscape design~~
- Identify possible utility conflicts
- Preliminary opinion of probable construction cost

4. Final Design (Lump Sum) - Approximately 700 LF anticipated

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
 - 4.5.1 **Water (2000 LF anticipated)**
 - Identify water line locations or installations anticipated with this scope of services. Provide plan/profile sheets for the proposed extension of a 12" water line.
 - Minor adjustments to existing water valve boxes, etc. will be specified in the plans
 - 4.5.2 **Sewer (2300 LF anticipated)**
 - Identify sanitary sewer line and manhole locations or installations anticipated with this scope of services. Provide plan/profile sheets for the proposed extension of the sanitary sewer line. (Size to be determined in previous phase).
 - Provide directions for the removal of the existing lift station on Fallon Dr. and provide details for the connection to the proposed sewer near Jack Cole Rd. and related appurtenances.
 - 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
 - 4.5.5 Compile applicable City standard details. Modify standard details as needed.
- ~~4.6. Streetscape (**Not anticipated in the Scope of Services**)~~
 - ~~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.
 - No signal anticipated at Dripping Springs Drive
- 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 nine (9) right-of-way documents 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. Bid Phase

- 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 (Not in this Scope of 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. Drainage study or environmental determination
- 8.6. Design of any water and sewer improvements beyond those identified in scope
- 8.7. Franchise utility coordination
- 8.8. Temporary signal design
- 8.9. Design of non-TXU street lights
- 8.10. Signing layout and design
- 8.11. Preparation for and attendance at additional public meetings
- 8.12. Coordination with individual property owners
- 8.13. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above
- 8.14. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- 8.15. 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	\$ 10,000.00
2.0	Geotechnical (Not in Scope)	Lump Sum	\$ 0.00
3.0	Preliminary Design	Lump Sum	\$ 35,000.00
4.0	Final Design	Lump Sum	\$ 40,000.00
5.0	Right-of-way Documents (x 9)	\$750 Each (estimated)	\$ 6,750.00
6.0	Bid Phase Services (Not in Scope)	Hourly (as Requested)	\$ 0.00
7.0	Contract Administration (NIS)	Hourly (as Requested)	\$ 0.00
8.0	Additional Service	Hourly (as Requested)	<u>\$ 0.00</u>

Reimbursable expenses included in lump sum fees quoted. **TOTAL \$ 91,750.00**

PROPOSED SCHEDULE

Alignment and Boundary Survey	Complete
Preliminary Alignment (10%)	Complete
Sewer Basin Study	Three (3) weeks from Notice to Proceed
Preliminary Route Layout and Design @ 30%	Four (4) weeks (after alignment confirmation)
Final Design (90%)	Six (6) weeks after City comments of 30%
Construction Documents (100%)	Two (2) weeks after City comments of 90%



PRELIMINARY
FOR REVIEW ONLY

This document is released for the purpose of interim review under the authority of Tara L. Payne, P.E. 111627 on 12/17/2018. It is not to be used for construction, bidding or permit purposes.

FALLON DRIVE PRELIMINARY LAYOUT

DESIGN SPEED: 35 MPH

City of Sherman, Texas
FALLON DRIVE EXTENSION

Sherman
CLASSIC TOWN BROAD HORIZON.

Scale: 1" = 100'
Date: 12/17/2018
Designed By: TLP
Drawn By: TLP
Checked By: LMM
File: 0701ROLLPLOT.DWG
Project No: 75091-0702

McMANUS & JOHNSON
CONSULTING ENGINEERS, INC.
912 W. Van Alstyne Pkwy
Van Alstyne, TX 75405
TSP# Firm No. 15276

SHEET

1 of 2

Fallon Drive to Dripping Springs Road



0 355 710 1,420 2,130 2,840 1 inch = 700 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 03/04/2019

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6463

Authorizing Execution of an Agreement with Sean Vanderveer d/b/a Vanderveer Group, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 124 North Walnut Street

Issue:

An agreement with Sean Vanderveer d/b/a Vanderveer Group, LLC for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 124 North Walnut Street

Background:

The City Council has allocated \$50,000.00 of General Fund revenues for the 2018-2019 fiscal year for a Building Restoration and Improvement Grant Program designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$25,000.00 per project.

This application is the first received in fiscal year 2019 and the sixteenth received under the program. The project is to restore the historic structure established in approximately 1900 and located at 124 North Walnut Street in Downtown Sherman. The project will restore and renovate the interior and exterior of a portion of the 28,500 square foot structure. The expected qualified costs for the proposed renovation work are approximately \$234,350.00. The project qualifies for the maximum matching grant of \$25,000.00. However, \$15,009.00 of that qualifying amount was dedicated to the project in 2018, leaving \$9,991.00 in eligible reimbursements.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

A grant in the amount of \$9,991.00 would leave \$40,009.00 for the remainder of FY 2019-2020.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to Sean Vanderveer d/b/a Vanderveer Group, LLC in the amount of \$9,991.00.

Alternatives:

As directed by Council

Attachments

Resolution No. 6463

Grant Application

Cost Estimate

Historical Photo 1

Historical Photo 2

Current Photo 1

Current Photo 2

Aerial Location Map

RESOLUTION NO. 6463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SEAN VANDERVEER D/B/A VANDERVEER GROUP, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 124 NORTH WALNUT STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Sean Vanderveer d/b/a Vanderveer Group, LLC for improvements to 124 North Walnut Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, 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 _____, 2019.

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



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

GUIDELINES AND POLICIES

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant buildings in the Central Business District of the City of Sherman, Texas, to promote tourism, to enhance the physical appearance and economic vitality of downtown Sherman, and to promote joint public/private investment to complement ongoing historical revitalization efforts.

Program Objectives and Available Assistance

- To make positive, high-impact visual improvements to historically significant commercial buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of \$25,000.00 per project as a matching monetary incentive, a grant packaged as a forgivable loan with a conditional lien placed on the subject property, to the owners of historically significant commercial properties in the Central Business District for high-quality improvements to their properties
- In all cases, for every \$4.00 the applicant invests in the renovation or improvement of the subject property, the City will reimburse \$1.00 of qualified expenditures, up to the maximum grant authorized by the City Council not to exceed \$25,000.00 per project

Eligibility Requirements

- Assistance under this program will be considered subject to the availability of funding.
- Historic buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use historic buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.
- The building to be improved must have historical significance either from an architectural point of view or a historical use or event that would tend to attract tourists to the buildings location.

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.
- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.

- **Grants will be approved at the sole discretion of the City.**
- To be accepted into the program, projects must make a substantial visible improvement to the appearance of the building, at the discretion of City staff. Repainting a building its same colors is considered maintenance, not an improvement.
- Building improvements should maintain the character of the downtown area; and the design drawings must be approved by the City in order to access funding for improvement.
- Improvements to be undertaken shall conform to the City's Codes and any other policies and regulations applying to the subject property.
- **Retroactive applications will not be accepted.** Applicants must consult with City staff before work begins to define a project scope.
- Program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.
- For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by City staff.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the City of Sherman. All improvements must be consistent with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting
- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters

- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

The City will prioritize projects. Consideration will be given to (1) threats to the survival of the structure, (2) importance of the structure to the overall goals of the program, (3) structural integrity and condition, and (4) cost effectiveness of the proposed work. In determining the grant amount, the City will also consider the time required to complete the project. Applicants are requested to limit their requests to projects that can be completed in a twelve (12) month period.

Ineligible Improvements

- No structural addition that would enlarge the residential (livable) space of the project is to be financed with these funds – nor an area not originally a livable space made livable.
- Residential structures
- Real estate or building purchases
- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Professional fees such as architects, engineers, and solicitors
- Labor provided by the Applicant or tenant of the building
- Extermination of insects, rodents, vermin and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws
- Expenses incurred prior to grant application approval. Improvements cannot be undertaken before grant application approval.

Property Lien

Once the work is completed, the City will record a conditional lien on the property to ensure that the property improved with funds from this program remains open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement. If the Applicant fails to maintain the funded improvements for the entire five-year period, the City will recover its costs through the lien. If the Applicant satisfactorily fulfills the program requirements, the lien will be released at the end of five (5) years from the date of agreement.

Application Process

Program Application and Agreement forms are available in the City Manager's Office in the Sherman City Hall, 220 West Mulberry Street, Sherman, Texas 75091-1106, telephone (903) 892-7201. The application process is as follows:

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.

- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.
- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a conditional lien, good for five (5) years, on the subject property to be released upon completion of the program requirements.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
 - A completed Rebate Claim form supplied by the City of Sherman
 - Any applicable planning and building permits
 - Cancelled checks and paid invoices/receipts for eligible work

After final approval of the improvements, the rebate reimbursement will be processed. Allow thirty (30) days for receipt of the rebate check.

- After the work is completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. The sign or banner shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications

- The project cost and the amount of other dollars being brought to the project
- Preliminary commitment of private funds
- Specific uses of all funds
- Current financial and/or profit and loss statements
- Amount of grant requested and proposed term being requested
- Current lien/title report on the subject property

All applications must be made on forms provided by the City of Sherman. For further information, please contact:

Robby Hefton
City Manager
City of Sherman

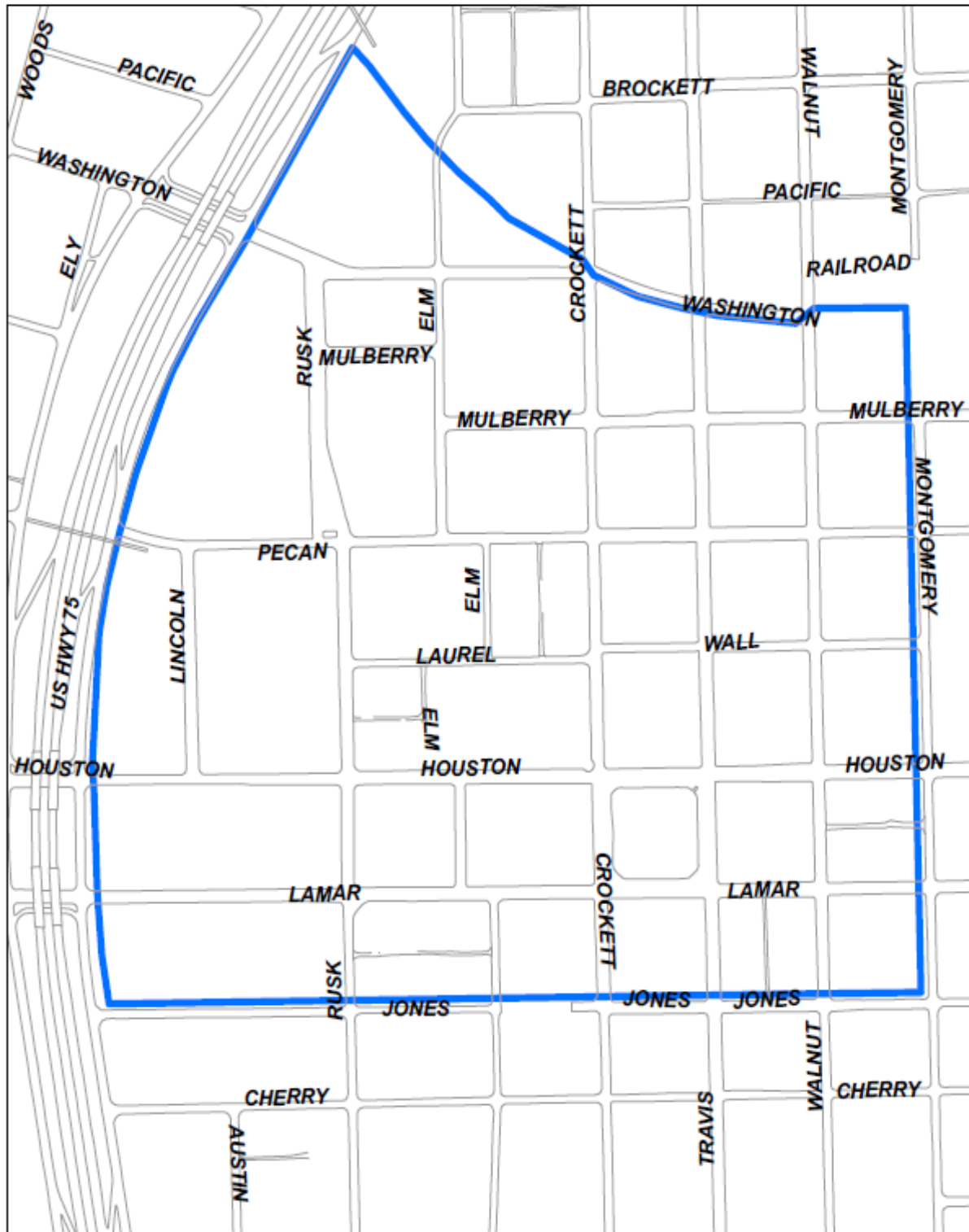
Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7201
Facsimile: (903) 892-7355
E-Mail: robbyh@ci.sherman.tx.us

Telephone: (903) 892-7333
Facsimile: (903) 892-7274
E-Mail: scotts@ci.sherman.tx.us



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

Central Business District





**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Submission Requirements

It is strongly recommended that all Applicants carefully review the “City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies” prior to completing an application.

It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager’s Office prior to completing the application form.

Please ensure that the following items have been included in your submission. Failure to provide the necessary documentation will delay the processing of your application.

Application Checklist:

- ☐ Copy of deed included
- ☐ Copy of mortgage (if applicable) included
- ☐ Description of proposed improvements – designs/drawings attached
- ☐ Pictures attached
- ☐ Estimate of costs/quotes or other details
- ☐ Signature of owner/authorized agent
- ☐ Application complete
- ☐ Are improvements in compliance with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws?
- ☐ All material, pictures, drawings, newspaper articles, original deeds, etc. that will help identify the building as a historically significant structure through architectural design, building use or events that have taken place in or around it.
- ☐ Architectural and elevation renderings.



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY	
File # _____	
Assessment Role Number _____	Assessed Property Value _____
Property Address _____	

Date Application Received _____	Date Application Completed _____

**CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Vanderveer Group, LLC - Sean Vanderveer, Principal
Mailing address: 113 N Travis, Ste 300
City: Sherman State: TX Zip: 75090
2. Applicant's daytime telephone number: 903-815-5143
Cell # (____) Same Facsimile # (____) _____
E-mail address: rsvanderveer@yahoo.com
3. Status of applicant (please check one)
☒ x Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☒ x Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☐ Other
5. Length of ownership: 4 years
Date purchased: Feb 2014

II. Property Information

1. Address of property to be improved:
124 North Walnut, Sherman

2. Legal description of subject property:
OTP SHERMAN, BLOCK 3, LOT 8 & 10, 150X150 22500 SF

3. Tax Assessor Parcel Number(s):
161856

4. Year built: 1900 Square footage: 28,530

5. Is this a National Register building? Yes___ No x (check one)
Is this a building of known historical significance? Yes x No___ (check one)
6. What are the current types of businesses occupying the building?
The property is currently vacant.

7. Name and phone number of tenant(s), if applicable: N/A

(Attach additional names/numbers, if needed)
8. Use of building after construction: Event Venue

9. Number of parking spaces provided: 48 Proposed: _____ Total: _____
10. Current zoning: C-1, Retail Business District

11. Is a zoning amendment required? Yes___ No x (check one)
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the “City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies”, and discuss all proposed improvements with the City of Sherman’s Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: Mechanical, electrical and plumbing installations as well as a fire suppression system. Necessary aesthetic upgrades, awnings, lighting, signage and planter boxes will be installed while honoring the history of the structure in order to establish a Downtown Event Venue.

☐ Designs Attached	☐ Before Picture(s) Attached
--	--

2. How many jobs will be **retained** once the project is completed? _____
_____ Full-time positions _____ Part-time positions
3. How many **new positions** will result from this project? 5
1 Full-time positions 4 Part-time positions

IV. **Work Estimates**

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
AttaBray Construction 903-647-8685
Amount: \$234,350
2. Name/Company and Phone Number of Second Contractor:
Sean Vanderveer 903-815-5143
Amount: \$216,050
3. Additional Estimates/Comments: (Please attach additional quotes, as required)
See attachments

4. Total estimated costs of your improvements: \$325,000
This includes estimated cost of tuck pointing bricks.
5. Estimated completion date for your improvements? October 2018

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, Sean Vanderveer, Vanderveer Group, LLC, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), _____, a Notary Public in and for the State of Texas, on this the _____ day of _____, 20____.

Applicant

Co-Applicant

Property Owner (if different from Applicant)

Notary Public, State of Texas
My Commission Expires: _____

VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, Sean Vanderveer, Vanderveer Group, LLC,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

Date

Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed	_____	_____
Property Taxes Paid in Full	_____	_____
Work Order Search (Building)	_____	_____
Fire Code Conformity	_____	_____
Master Plan Conformity	_____	_____
Zoning Conformity	_____	_____
Building Regulations Conformity	_____	_____
Copy of Deed Attached	_____	_____
Copy of Mortgage Attached	_____	_____
Proof of Historical Significance	_____	_____
Architectural Renderings	_____	_____
Elevation Renderings	_____	_____



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

AGREEMENT

THIS AGREEMENT is made and entered into on this the _____ day of _____, 20____, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and _____, hereinafter referred to as “Applicants.”

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at _____ in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.
4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is

begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the

historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas.

Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of _____, 2____.

CITY OF SHERMAN, TEXAS:

APPLICANTS:

By: _____
Robby Hefton, City Manager

By: _____
Name: _____
Address: _____

Phone: _____

By: _____
Name: _____
Address: _____

Phone: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
**Brandon S. Shelby,
City Attorney**



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Rebate Claim Form

Program Participant(s): _____

Project Address: _____

Interior Improvements:

Type:	\$
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Sub-Total	_____

Exterior Improvements:

Type:	\$
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Sub-Total	_____

Total Rebate Amount (per Program Guidelines): \$ _____

I/We hereby make a formal claim for reimbursement of the above-indicated expenses incurred in improving the interior and exterior of the subject property under the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. I/We certify that the expenses incurred are as listed and have attached invoices marked “paid” and copies of cancelled checks in support of the claim.

Date: _____

Applicant

Applicant



AttaBray

Construction and Remodel LLC

PROJECT NAME: RS&T Event Venue
DATE: April 23, 2018

PRICE PER SQUARE FOOT: \$93.74
AREA IN SQUARE FEET: 2500
MONTHS REQ'D FOR CONSTRUCTION: 4

DESCRIPTION	AMOUNT	SQ. FOOT	SUBTOTALS
General Conditions:			
Permits and Fees	\$500	\$0.20	
Survey, Layout	\$0	\$0.00	
Testing Allowance	\$0	\$0.00	
Insurance Requirements	\$350	\$0.14	
Temporary Utilities, Rents and Lessons	\$2,000	\$0.80	
General Conditions Subtotal:			\$2,850
Sitework:			
Site preparation / Demo	\$2,000	\$0.80	
Parking / Driveways / Sidewalks (includes striping)	\$0	\$0.00	
Mailbox	\$0	\$0.00	
Utility Fees Allowance	\$3,500	\$1.40	
Sitework Subtotal:			\$5,500
Foundation:			
Foundation Subcontract	\$5,000	\$2.00	
Foundation Subtotal			\$5,000
Masonry Exterior:			
Face Material (repair existing)	\$15,000	\$6.00	
New Face Material	\$5,000	\$2.00	
Structure Labor	\$3,000	\$1.20	
Structure Package	\$2,250	\$0.90	
Exterior decking and pavers	\$0	\$0.00	
Landscaping / Irrigation	\$0	\$0.00	

Exterior fencing and handrails	\$0	\$0.00	
Awnings	\$6,250	\$2.50	
Roofing Material and Labor	\$32,500	\$13.00	
Insulation	\$0	\$0.00	
Fireplace and surround	\$0	\$0.00	
Gutters and Downspouts Allowance	\$2,500	\$1.00	
Sheetmetal / Flashings	\$2,500	\$1.00	
Windows and Storefront Doors	\$7,500	\$3.00	
Other Exterior Doors	\$6,500	\$2.60	
Masonry Exterior Subtotal			\$83,000
Interior:			
Sheetrock / Ceiling Labor and Material	\$6,500	\$2.60	
Trim Material / Doors	\$2,000	\$0.80	
Trim Carpentry Labor	\$3,750	\$1.50	
Stair Subcontract	\$2,000	\$0.80	
Finish Hardware	\$2,500	\$1.00	
Cabinets	\$4,500	\$1.80	
Countertops	\$3,000	\$1.20	
Painting / Wall Finish	\$7,500	\$3.00	
Flooring	\$5,000	\$2.00	
Wall tile	\$4,250	\$1.70	
Interior glass and mirrors allowance	\$1,000	\$0.40	
Misc. Labor	\$3,500	\$1.40	
Appliances Allowance	\$2,000	\$0.80	
Plumbing Contract and Fixtures	\$13,500	\$5.40	
HVAC Contract	\$21,250	\$8.50	
Electrical Contract and Fixtures	\$32,000	\$12.80	
Alarm System / Fire Sprinkler	\$18,750	\$7.50	
Signage Allowance	\$1,250	\$0.50	
Blinds / Shutters Allowance	\$0	\$0.00	
Construction Related Clean Up and Maintenance	\$3,750	\$1.50	
Interior Subtotal			\$138,000
JOB TOTAL		\$93.74	\$234,350.00

South Corner



Valmont St. front 1932 showing front entrance with this door.



Ally on Wall St.

North side of R. St. to 140' on Wall St.



HOME OF
ROBERTSON & TAYLOR CO.
WHOLESALE HARDWARE
ESTABLISHED 18... CHERMAN, TEX.

Lupita's
World Famous
Tamales
Mexican Food
AHEAD ON LEFT







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.6.

Meeting Date: 03/04/2019

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6464**

Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Incorporated for Repair of the Lake Texoma City of Sherman Pump No. 3

Issue:

To consider award of a contract with Weisinger Incorporated for repair of the Lake Texoma City of Sherman Pump No. 3

Background:

One of the three City of Sherman pumps at the Lake Texoma pump station requires repair. One bidder responded to the request for bids. The low bidder, Weisinger Incorporated, is qualified to make the repairs and has performed well on previous City projects.

Origination:

Department of Utilities Administration

Financial Consideration:

The cost of the pump repairs based on the anticipated repairs is \$161,068.00. Funds are available in the fiscal year (FY) 2018-2019 Utility budget for these repairs.

Staff Recommendation:

It is recommended that the contract for the repair of the Lake Texoma City of Sherman Pump No. 3 be awarded to Weisinger Incorporated in the amount of \$161,068.00.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6464

Contract

Proposal - Weisinger Incorporated

Aerial Location Map

RESOLUTION NO. 6464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR REPAIR OF THE LAKE TEXOMA CITY OF SHERMAN PUMP NO. 3; 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 Weisinger Incorporated is hereby awarded the bid for repair of the Lake Texoma City of Sherman Pump No. 3 in the estimated amount of One Hundred Sixty-One Thousand Sixty-Eight Dollars and No Cents (\$161,068.00); and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Incorporated for the Lake Texoma City of Sherman Pump No. 3 repair project, 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 _____, 2019.

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

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and
and _____ ("CONTRACTOR").

The **CITY** and **CONTRACTOR**, for the consideration set forth in Article 4 of the Contract and the mutual covenants expressed in this Contract, agree as follows:

ARTICLE 1 - PROJECT

- 1.01 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

This Project will be completed with/without change orders and all extra work in connection with the project, as described in the contract documents, shall be at the **CONTRACTOR'S** sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

ARTICLE 2 – INDEPENDENT CONTRACTOR

- 2.01 **CONTRACTOR** is and throughout this Contract shall remain an **INDEPENDENT CONTRACTOR** and as such is the sole judge on how to perform the work required under this Contract.

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Commencement of Contract*

- A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract within one hundred twenty days (120) days
- B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR on or before N/A, and completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions on or before N/A.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$ 100.00 for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$ 100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of \$ 100.00 represents a fair and reasonable estimate of the CITY'S damages.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:

- A. For all Project work, a total Sum of:
- B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.
- C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all Contract Documents and understands the Work and Performance required in the Contract Documents and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Contract Documents.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract

Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:

1. This Contract;
2. Performance Bond;
3. If applicable, the Unit Pricing in the Proposal;
4. Payment Bond;
5. Other Bonds;
 - a. Bid Bond (pages 1 to 2, inclusive);
 - b. _____;
 - c. _____;
6. General Conditions of Agreement;
7. Special Conditions of Agreement;
8. Any Other Documents listed in the Table of Contents of the Project Manual;
9. Any Drawings associated with the Project;
10. Addenda (if applicable);
11. Exhibits to this Contract(enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - d. _____;

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 - NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing;

If intended for CITY to:

Designee: Mark Gibson

Address:

P. O Box 1106

Sherman, Texas 75091

If intended for CONTRACTOR, to:

Perry Marlow

Designee:

Address:

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Contract will have the meanings indicated in the General Conditions.

B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect

of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability and Conflict*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

B. If there are any conflicts between the Contract and the Contract Documents, the provisions in the Contract prevail over the provisions in the Contract Documents.

9.05 *Captions*

Section or other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

9.06 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. FURTHERMORE, THE CONTRACTOR SHALL ACQUIRE A POLICY OF INSURANCE IN THE MAXIMUM STATUTORY LIMITS FOR TORT LIABILITY OF THE CITY NAMING THE CITY OF SHERMAN AS AN ADDITIONAL INSURED UNDER ITS TERMS.

B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.08 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.07 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This contract is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

9.08 *Binding Authority*

By their signatures below, the individuals represent that they have reviewed Contract with their attorney and that the individuals have the express authority to enter into this Contract.

9.09 *Entire Agreement*

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.

This Contract will be effective on _____, 2019 _____ (which is the Effective Date of the Contract).

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR:

By: _____
City Manager

By: _____

Attest _____
City Clerk

Attest _____
Notary Public

Commission Expires: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Approved as to form:

Brandon Shelby
City Attorney

PROPOSAL

PLACE: Sherman, Texas.

DATE 2/14/2019

Proposal of Weisinger Incorporated

(hereinafter called "Bidder") a corporation organized and existing under the laws of the State of Texas, a partnership, or an individual doing business as _____

TO: THE MAYOR AND CITY COUNCIL

City of Sherman, Texas (Hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids to **Lake Texoma Pump Station Pump No. 3 Rehabilitation in the City** examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to contract the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within one hundred twenty (120) consecutive calendar days thereafter, as stipulated in the Specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as herein provided in the General Conditions.

Amounts are to be shown in both word and figures. In case of discrepancy, the amount shown in words will govern.

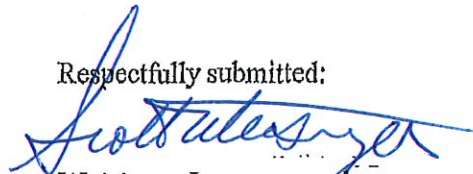
The unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The Bidder agrees that this bid shall be good, and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time of receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder shall execute a formal contract attached within ten (10) days, and deliver a surety bond or bonds as required by the General Conditions. The bid security attached in the sum of Five percent of gross amount bid (\$ 5% GAB) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:


Weisinger Incorporated

BY: Scott Weisinger

P.O. Box 909

Address
Willis, Texas 77378

936-756-7721
Telephone Number

SEAL-If Bid is by a
Corporation



Request for Quotation
CITY OF SHERMAN, TEXAS

PROJECT: Lake Texoma Pump # 3

DESCRIPTION OF WORK

The Owner is requesting bids for a pump repair. The successful bidder shall provide written reports with recommendations concerning the repair. Based on the written reports, the Owner shall decide which method of repair is most advantageous to the City. **All Bidders must visit the site in person in order to bid on project.** Contractor is responsible for all electrical wiring of motor. (4100 volts)

BASE QUOTE

The Bid prices must be filled out with ink or type written in.

Item	Est. Qty	Unit	Description	Unit Price	Amount
1	1	LS	Mobilization and pull pump	\$ 34,491.00	\$ 34,491.00
2	1	LS	Transportation of pump and equipment to shop and back to City of Sherman.	\$7,734.00	\$ 7,734.00
3	1	LS	Shop Labor: Clean and inspect equipment, provide a written report on the condition of the equipment and recommendations for repairs and assemble equipment.	\$ 3,990.00	\$ 3,990.00

LUMP SUM BID: \$ 46,215.00

ADJUSTMENTS AND ADDITIONAL WORK ITEMS

Item	Qty	Unit	Description	Unit Price
4	5	LS	14" Flanged column pipe X 120" (LG)	\$10,759.00
5	1	LS	14" Flanged column pipe X 73.50" (LG), refer to drawing for correct weld on fittings	\$ 2,146.00
6	1	LS	14" Flanged Discharge TEE X 120" (LG), refer to drawing for correct weld on fittings	\$ 2,031.00
7	13	LS	3.50 X 1.94 X 60" (LG) enclosing oil tube with bearings	\$ 4,859.00
8	1	LS	3.00 X 1.94 X 15.25" (LG) enclosing oil tube with bearings	\$ 256.00
9	1	LS	3.50 X 3.00 THD. Reducer bearing	\$1,065.00
10	1	LS	1.94 X 73.81" (LG) shaft and coupling, keyed, with retainer, refer to drawings, can replace with threaded shaft and couplings	\$ 685.00
11	6	LS	1.94 X 120" (LG) shaft and coupling, keyed, with retainer, refer to drawings, can replace with threaded shaft and couplings	\$ 1,562.00
12	6	LS	3.50 oil tube stabilizer	\$ 180.00
13	1	LS	Oil tube tension bearing	\$ 1,374.00
14	1	LS	Oil tube tension bearing plate	\$ 614.00
15	8	LS	Shaft thrust stud, refer to drawings item # 371	\$ 2,240.00
16	1	LS	Ingersoll-Rand 3 stage 20KKH bowl assembly, 4200GPM @ 325 FT. Head, Flanged discharge bowl.	\$ 36,355.00
17	1	LS	40" DIA. Suction screen with .50" openings, 316 stainless steel, with a solid bottom	\$ 9,209.00
18	1	LS	Replace all stainless steel bolts, nuts, washers (with stainless steel) and plastic washers on each column flange below the motor base.	\$ 1,278.00
19	1	LS	Reset pump, motor and pipe support brackets, return pump back to service. Contractor is responsible for <u>all</u> electrical wiring of motor. (4100 volts)	\$36,662.00
20	1	LS	Test Pump and provide written completion report, which includes material settings, installation plan and written warranty. Report must be submitted before final payment is made.	\$3,578.00

The undersigned Bidder hereby proposes to do the work, to furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all work upon which he bids. The undersigned Bidder hereby declares that he has visited the pump site and has carefully examined the proposed work and conditions of the contract. The successful Bidder agrees to commence work within ten (10) days after the date of the work order and that the number of consecutive calendar days after the date of the work order required to complete the work on which he has bid is 120 days.

Scott Weisinger

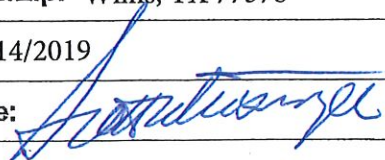
Title: President

Company: Weisinger Incorporated

Address: PO Box 909

City/State/Zip: Willis, TX 77378

Date: 2/14/2019

Signature: 

Lake Texoma Pump #3 Turbine Pump					
Description				Weisinger	
Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Total Amount Bid
1	Mobilization and pull pump.	1	LS	\$34,491.00	\$34,491.00
2	Transportation of pump and equipment to shop and back to City of Sherman.	1	LS	\$7,734.00	\$7,734.00
3	Shop Labor: Clean and inspect equipment, provide a written report on the condition of the equipment and recommendations for repairs and assemble equipment.	1	LS	\$3,990.00	\$3,990.00
	Lump Sum Bid				\$46,215.00
4	14" Flanged column pipe X 120" (IG)	5	LS	\$10,759.00	\$10,759.00
5	14" Flanged column pipe X 73.50" (LG), refer to drawing for correct wld on fittings	1	LS	\$2,146.00	\$2,146.00
6	14" Flanged Discharge TEE X 120" (LG), refer to drawing for correct weld on fitting	1	LS	\$2,031.00	\$2,031.00
7	3.50 X 1.94 X 60" (LG) enclosed oil tube with bearings	13	LS	\$4,859.00	\$4,859.00
8	3.00 X 1.94 X 15.25" (LG) enclosed oil tube with bearings	1	LS	\$256.00	\$256.00
9	3.50 X 3.00 TDH. reducer bearing	1	LS	\$1,065.00	\$1,065.00
10	1.94 X 73.81 (LG) shaft and coupling, keyed, with retainer, refer to drawing, can replace wih threaded shafts and couplings	1	LS	\$685.00	\$685.00
11	1.94 X 120" (LG) shaft and coupling, keyed, with retainer, refer to drawing, can replace wih threaded shafts and couplings	6	LS	\$1,562.00	\$1,562.00
12	3.50 oil tube stabilizer	6	LS	\$180.00	\$180.00
13	Oil tube tension bearing	1	LS	\$1,374.00	\$1,374.00
14	Oil tube tension bearing plate	1	LS	\$614.00	\$614.00
15	Shaft thrust stud, refer to drawing item # 371	8	LS	\$2,240.00	\$2,240.00
16	Ingersoll-Rand 3 stage 20KKH bwl assembly, 4200 GPM @ 325FT. Head, Flanged discharge bowl.	1	LS	\$36,355.00	\$36,355.00
17	40" DIA. Suction screen with .50" openings, 316 stainless steel, with a solid bottom	1	LS	\$9,209.00	\$9,209.00
18	Replace all stainless steel bolts, nuts, washers, and plastic washers on each column pipe below the motor base.	1	LS	\$1,278.00	\$1,278.00
19	Reset pump and motor, return back to service	1	LS	\$36,662.00	\$36,662.00
20	Test pump and provide reports	1	LS	\$3,578.00	\$3,578.00
	Total				\$161,068.00





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 03/04/2019

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Mayor's Appointments to a Charter Review Commission

Issue:

The appointment of members to the City of Sherman's Charter Review Commission that was created by separate Ordinance at this March 4, 2019 Council meeting. The Commission is to be comprised of three members of the Sherman City Council.

Background:

The following timeline is proposed for a Charter Amendment Election to be called for November 5, 2019:

- March 4th - Mayor appoints Ad Hoc Committee for Charter Amendment Review
- August 5th - Committee recommendations are presented to the full Council
- August 19th - Ordinance ordering election is presented

Pursuant to Article X, Section 15(a) of the City Charter, amendments to the City Charter may be framed and proposed, inter alia, by report of a charter commission created by ordinance.

City staff is now undergoing the process of reviewing the City Charter for needed amendments; and the City Attorney would like the Mayor to appoint certain Council members to the Charter Review Commission for the same purpose. The Commission members would review the Charter and return to the City Council on the 5th day of August with recommended alterations, revisions or amendments. The Commission would cease to function on December 31, 2019.

Origination:

Brandon S. Shelby, City Attorney

Financial Consideration:

There is no financial impact as members would receive no compensation for serving on this Commission.

Staff Recommendation:

Mayor's Appointments

The Mayor will announce his appointments at the March 4th City Council meeting:

1. _____
2. _____
3. _____

It is recommended that the Council confirm the Mayor's appointments to the Charter Review Commission.

Alternatives:

The Council could decide to forego amendment of the City Charter.

Attachments

City Charter, Article III, Section 5 and Article X, Section 15

HOME RULE CHARTER

ARTICLE III. NOMINATIONS AND ELECTIONS

Section 5. Ballots for charter amendments.

A charter amendment to be voted on by the city shall be presented for voting by ballot title. The ballot title of an amendment shall be a clear, concise statement describing the substance of the proposal without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described amendment be adopted?" Immediately below such question shall appear, in the following order, the words "yes" and "no", with a blank oval beside each word, one of which is to be filled in indicating the voter's choice. A charter amendment election may not be held earlier than every two years. (Resolution 4442 adopted 5/6/03)

ARTICLE X. GENERAL PROVISIONS

Section 15. Charter amendment.

- (a) *Proposal of amendment.* Amendments to this charter may be framed and proposed:
- (1) In the manner provided by law,
 - (2) By ordinance of the council containing the full text of the proposed amendment and effective upon adoption, or
 - (3) By the voters of the city, or
 - (4) By report of a charter commission created by ordinance.

Proposal of an amendment by the voters of the city shall be by petition containing the full text of the proposed amendment, and shall be governed by the same procedures and requirements prescribed in Article IX for initiative petitions until such time as a final determination as to the sufficiency of the petition is made, except that there shall be no limitation as to subject matter and that the petition must be signed by qualified voters of the city equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular city election. The petitioners' committee may withdraw the petition at any time before the 15th day immediately preceding the day scheduled for the city vote on the amendment.

- (b) *Election for amendments.* Upon delivery to the city election authorities of the report of a charter commission or committee, or delivery by the city attorney of an adopted ordinance or a petition finally determined sufficient, proposing an amendment pursuant to subsection (a), the election authorities shall submit the proposed amendment(s) to the voters of the city at an election. Such election shall be announced by a notice containing a substantial copy of the proposed amendment(s) and shall be published on the same day in each of two (2)

successive weeks in a newspaper of general circulation, with the first publication occurring before the 14th day before the date of the election. Each amendment will not contain more than one subject. The election shall be held on the first authorized uniform election date prescribed by the Election Code and that occurs on or after the 30th day after the date the ordinance is adopted. If no regular election is to be held within that period, the council shall provide for a special election on the proposed amendment(s); otherwise the holding of a special election shall be within the discretion of the council. The form of ballot shall be as specified in Article III, Section 5.

(c) *Adoption of amendment.* If a majority of the qualified voters of the city voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective upon entry of an order by the municipality declaring that the charter amendment is adopted.

(d) *Adoption of a new charter.* A new charter may be framed pursuant to the procedures as prescribed by state law.

(Ordinance 4267, sec. 2, adopted 1/16/93)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 03/04/2019

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Grayson Honors College and the Grayson County Law Enforcement Association to Temporarily Close Certain Streets for the "Beat the Heat 5K Run/Walk" on Saturday, April 27, 2019 with an alternate rain date of Saturday, May 4, 2019

Issue:

The Grayson Honors College and the Grayson County Law Enforcement Association (GCLEA) will host their annual "Beat the Heat 5K Run/Walk" benefiting the GCLEA bereavement fund, the GCLEA scholarship fund, and the Grayson College Deputy Chad Key Memorial Scholarship on Saturday, April 27, 2019, and are requesting assistance with street closures and traffic control. The closure of Rusk Street in front of Piner Middle School is also requested.

Background:

The annual "Beat the Heat 5K Run/Walk" event will begin at 8:30 a.m. and will follow the route displayed on the attached map. The event will require traffic control assistance, barricades, and cones from the City of Sherman.

The closure of Rusk Street in front of Piner Middle School from 7:00 a.m. to 10:00 a.m. is also requested. Delivery and pick up of barricades for the closure is requested. Organizers have been reminded that, although Rusk Street will be closed with barricades, accessibility through Rusk Street by emergency and fire vehicles must be maintained at all times throughout the event.

Origination:

Chad Tomaselli, Grayson Honors College Coordinator

Financial Consideration:

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required.

Staff Recommendation:

It is recommended that the City Council authorize the street closures and necessary traffic control and support to accommodate the event.

Alternatives:

As directed by the Council

Attachments

Request Letter

Route Map



GRAYSON
HONORS COLLEGE



To Whom it May Concern,

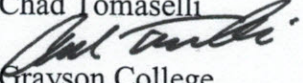
My name is Chad Tomaselli and I am the coordinator for the Grayson Honors College on campus. The goal of the Grayson Honors College is to better serve the educational needs of academically talented and highly motivated students at the College. The program encourages the participation of the broadest possible range of gifted students.

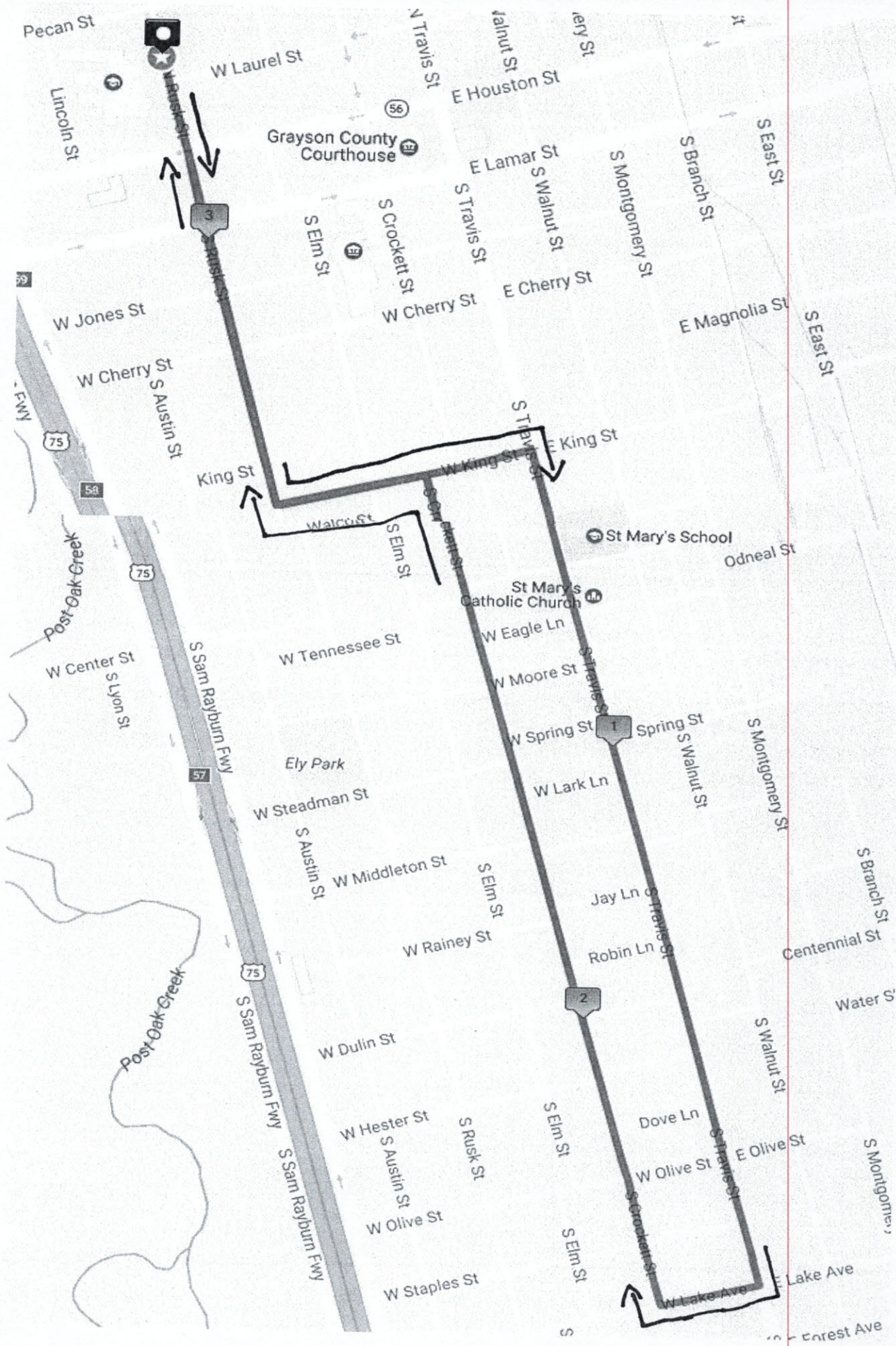
In the Spring of 2019, the students and I will host our 5th annual 5k walk/run in collaboration with the Grayson County Law Enforcement Association (GCLEA). The event (Beat the Heat 5k Run/Walk) will be Saturday April 27th at 8:30 a.m. Proceeds earned will remain local, going to the GCLEA bereavement fund, the GCLEA scholarship fund, and the Grayson College Dep. Chad Key Memorial Scholarship.

We are planning to begin the run in front of Piner School. The race will begin on Rusk, left on King St, south on Travis down to Lake St., come back north on Crockett, to King and back to Rusk. I have included a map as well. We would like to have Rusk street, behind Piner, closed from 7-10 a.m. and have requested police assistance at the intersections of Houston and Lamar, as well as down Travis St. Registration and Packet Pick-Up begins at 7 a.m., the race begins at 8:30, and awards/closing at 9:30 a.m. We will provide water and snacks for the runners, but will not be selling concessions.

Please contact me with any questions.

Sincerely,

Chad Tomaselli

Grayson College
History Professor
Honors College Coordinator





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 03/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
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27	28	29	30	31		

FEBRUARY						
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31						

APRIL						
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JULY						
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NOVEMBER						
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DECEMBER						
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22	23	24	25	26	27	28
29	30	31				

1/21/2019	Martin Luther King, Jr. Day/Called City Council Meeting on 1/22/2019
2/27/2019	Called Council Meeting - Training Session for Council Members
4/26/2019	Called Budget Planning Meeting in Council Chambers
6/13/2019	Called Budget Workshop in Council Chambers
6/14/2019	Called Budget Workshop in Council Chambers
9/2/2019	Labor Day/Called City Council Meeting on 09/03/2019

[illegible]