CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 18, 2010
5:00 P.M.

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 21, 2009

Proclamations

A.5 PROCLAMATION
"Dr. Martin Luther King, Jr. Day" – January 18, 2010

A.6 PROCLAMATION
"National Mentoring Month" – January 2010

Special Presentation

A.7 SPECIAL PRESENTATION
Recognizing City Manager Accomplishment

Consent Agenda

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

Resolutions

C.1 ** RESOLUTION NO. 5453*
Authorizing the Lease of Certain City-Owned Property known as the Kerr-East Building, located at 1000 East Street, with the N.A.A.C.P. – Grayson County Chapter 6252

C.2 RESOLUTION NO. 5454
Authorizing the Execution of a Contract with Roco Rescue for Specialized Rescue Training for the Sherman Fire Department

C.3 ***[* RESOLUTION NO. 5455]***
Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC for Solid Waste Transfer Station Phase IV Paving Improvements

C.4 ****RESOLUTION NO. 5456***
Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Dickerson Construction Co., Inc. for Construction of the Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street

C.5 ****RESOLUTION NO. 5457***
Accepting the Contract with Quality Excavation, Ltd. as Complete for Construction of the Sherman U.S. Highway 75 North Waterline Project

Requests to Advertise

D.1 ** REQUEST TO ADVERTISE*
Brents Street Sewer Replacement Project

D.2 ** REQUEST TO ADVERTISE*
Pelton Street Water Main Replacement Project

Change Order

D.3 ** CHANGE ORDER NO. 1*
U.S. Highway 75 North Waterline Project; $12,370.00, Decrease

Other Business

D.4 OTHER BUSINESS
Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Vice Chairman Rad Richardson and SEDCO President John Boswell

D.5 OTHER BUSINESS
Receive Presentation from David Baca of David Baca Studios on Renovations in Sherman Tax Increment Financing Reinvestment Zone Number Two (TIF-2)

D.6 ** OTHER BUSINESS*
Final Plat Approval of the Aleman Friendship Addition in the City of Sherman's Extra Territorial Jurisdiction, being 16.3 acres in the Fielding Bacon Survey, Abstract No. 119 and the Jason Stamps Survey, Abstract No. 1115; Eufracio Aleman, Jr., Owner, and Underwood Drafting & Surveying, Surveyors (700 Block of North Friendship Road)

D.7 CITIZEN REQUESTS

D.8 MEDIA QUESTIONS

D.9 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

Section 551.072 Deliberations Regarding Real Property:

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

(i) Blalock Fire Station in the 100 Block of Highway 1417 East

The Council reconvenes into General Session

F.1 OPEN MEETING

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

F.2 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Pamela L. Howeth, Council Member

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 21, 2009

STATE OF TEXAS §

December 21, 2009

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 December 21, 2009.

MEMBERS PRESENT:	**DEPUTY MAYOR JOE SMITH. COUNCIL MEMBERS HOWETH, SOFTLY, STEELE, WACKER.**
MEMBERS ABSENT:	**MAYOR BILL MAGERS. COUNCIL MEMBER ADAMI.**

CALL TO ORDER

CALL TO ORDER

Deputy Mayor Smith called the meeting to order at 5:01 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Robert Softly.

Deputy Mayor Smith announced that Mayor Magers is away on a family vacation.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 7, 2009. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5634
DESIGNATING AN ENTERPRISE ZONE

Deputy Mayor Smith introduced Ordinance 5634 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING TAX INCENTIVES; AND DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES.

No citizens appeared before the City Council to discuss Ordinance 5634.

ORD 5635
NO PARKING SIGNS
(S. VADEN STREET)

Deputy Mayor Smith introduced Ordinance 5635 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 2792 TO PROVIDE FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE WEST SIDE OF SOUTH VADEN STREET, FROM LAMAR STREET TO THOMAS STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

No citizens appeared before the City Council to discuss Ordinance 5635.

The Public Hearing was closed.

CLOSE PUBLIC HEARING

ADOPTION OF ORDINANCES

Ordinance 5634

ORD 5634 DESIGNATING AN ENTERPRISE ZONE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING TAX INCENTIVES; AND DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES.

Robby Hefton, Assistant City Manager/CFO, explained that the ordinance "memorializes" the list of incentives available at the local level for businesses that qualify for the Enterprise Zone Program through the State of Texas. It lists all incentives that the City of Sherman could provide at the City Council's discretion.

This originated from an application for Folgers Coffee Company to be designated as a qualified business through the Enterprise Zone Act.

In the future, this ordinance will cover all Enterprise Zone Projects and any specific applications to establish a company's eligibility would be considered by resolution.

The incentives would include State help in obtaining sales tax rebates for projects for reinvestment in the City.

Ordinance 5635

ORD 5635 NO PARKING SIGNS (S. VADEN STREET)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 2792 TO PROVIDE FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE WEST SIDE OF SOUTH VADEN STREET, FROM LAMAR STREET TO THOMAS STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

Council Member Steele asked if the proposed sign change was for safety or from a citizen request.

Jeff Miller, Director of Public Works, explained that an ordinance was passed in 1970 restricting parking on Vaden Street, from Lamar Street to Thomas Street, and one section of that area restricted parking on both sides of the street. Signs have been disappearing from that area and there is a lot of illegal parking.

On a trial basis, over the past seven months, the signs have restricted parking only on one side of the street. There have

been no citizen's complaints during that time and the staff proposes to allow parking on one side of that narrow portion of Vaden Street.

ACTION TAKEN.

Motion by Council Member Steele to approve Ordinance Nos. 5634 and 5635, as presented. Second by Council Member Wacker.

VOTING AYE: Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RES 5446
FOLGER COFFEE CO.
AS ENTERPRISE
PROJECT

RESOLUTION NO. 5446 – RECOGNIZING THAT THE FOLGER COFFEE COMPANY IS A "QUALIFIED BUSINESS" AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; AND NOMINATING THE FOLGER COFFEE COMPANY TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THAT THE FOLGER COFFEE COMPANY IS A "QUALIFIED BUSINESS" AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; AND NOMINATING THE FOLGER COFFEE COMPANY TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT.

Mr. Hefton explained that this specific item is a follow up of Ordinance 5634, however the resolution relates to a request by Folgers Coffee Company for the purchase of additional equipment for their Sherman operation. They are not requesting any local incentives, but this is a requirement to qualify for the State's Enterprise Zone Program.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5446, as presented. Second by Council Member Steele.

VOTING AYE: Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5447 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH VESCOR INC. DBA VESSELS CONSTRUCTION FOR THE CONSTRUCTION OF THE K-4 PHASE II SEWER BETWEEN TURTLE CREEK WEST AND LAMBERTH ROAD

RES 5447
K-4, PHASE II
SEWER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH VESCOR INC. DBA VESSELS CONSTRUCTION FOR THE CONSTRUCTION OF THE K-4 PHASE II SEWER BETWEEN TURTLE CREEK WEST AND LAMBERTH ROAD.
CONSENT AGENDA.

RESOLUTION NO. 5448 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO A CONTRACT WITH JR SHELDON CO., INC. FOR THE CONSTRUCTION OF FINE SCREEN IMPROVEMENTS AT THE SHERMAN WASTEWATER TREATMENT PLANT

RES 5448
WASTEWATER
TREATMENT PLANT
FINE SCREEN
IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH JR SHELDON CO., INC. FOR THE CONSTRUCTION OF FINE SCREEN IMPROVEMENTS AT THE SHERMAN WASTEWATER TREATMENT PLANT.
CONSENT AGENDA.

RESOLUTION NO. 5449 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SDB PARTNERS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE CARRUS MEDICAL PLAZA ADDITION TO THE CITY OF SHERMAN

RES 5449
CARRUS MEDICAL
PLAZA DEVELOPMENT
AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SDB PARTNERS, LLC. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE CARRUS MEDICAL PLAZA ADDITION TO THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 5450 – AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE PLACEMENT OF A SINGLE PHASE OVERHEAD POWER LINE IN A 15' ELECTRIC UTILITY AND RIGHT-OF-WAY EASEMENT AT PECAN GROVE PARK

RES 5450
EASEMENT FOR
POWER LINE AT
PECAN GROVE PARK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE PLACEMENT OF A SINGLE PHASE OVERHEAD POWER LINE IN A 15' ELECTRIC UTILITY AND RIGHT-OF-WAY EASEMENT AT PECAN GROVE PARK.
CONSENT AGENDA.

RESOLUTION NO. 5451 – AUTHORIZING THE PURCHASE OF BUNKER GEAR FOR THE SHERMAN FIRE DEPARTMENT FROM CASCO INDUSTRIES

RES 5451
FIRE DEPT.
BUNKER GEAR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF BUNKER GEAR FOR THE SHERMAN FIRE DEPARTMENT FROM CASCO INDUSTRIES.
CONSENT AGENDA.

RESOLUTION NO. 5452 – AUTHORIZING EXECUTION OF DEEDS FOR THE RESALE OF TWO TRACTS OF LAND AT 706 EAST JONES STREET AND 707 EAST JONES STREET, SEIZED FOR DELINQUENT TAXES

RES 5452
RESALE OF
PROPERTY FOR
DELINQUENT TAXES
(706 & 707 E. JONES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF DEEDS FOR THE RESALE OF TWO TRACTS OF LAND AT 706 EAST JONES STREET AND 707 EAST JONES STREET, SEIZED FOR DELINQUENT TAXES.
CONSENT AGENDA.

REQUEST TO ADVERTISE
STEPHENS #2 TRINITY WELL EVALUATION

REQ TO ADVERTISE
TRINITY WELL
EVALUATION

The City Council approved the request to advertise to evaluate the condition of the Stephens #2 Trinity Well to determine the feasibility of repairs. The well is performing poorly and the staff needs to determine whether to repair or abandon the well. A separate contract will be needed if repairs are warranted.
CONSENT AGENDA.

OTHER BUSINESS
RECEIVE POLICE DEPARTMENT'S PRESENTATION ON THE PURCHASE OF AN ONLINE CRIME MAPPING PROGRAM

POLICE ONLINE
CRIME MAPPING
PROGRAM

Police Captain Otis Henry briefed the City Council on the Police Department's purchase of an online crime mapping program. The program is a web based software program, available at www.crimereports.com. The program will provide basic statistics and crime mapping for specific criminal activity.

He demonstrated use of the program and used Paris, Texas, as an example. Data can be sorted by crime type or by date. Current information is available for the past 3 days, the past 7 days, the past 14 days, or the past 30 days. Data can also be accessed for preceding years.

Captain Henry said the City's information contained in the Computer Aided Dispatch (CAD) System and the Records Management System would be electronically transferred to the company and they update the program every 24 hours. He added that one additional benefit is that police action in a certain area can easily be tracked. The City can select the specific categories they wish for the data to include.

Council Member Steele verified that the information would be available to any citizen over the Internet. Captain Henry said cost of the program is $1,200 per year. Deputy Mayor Smith verified that the first year of the program will be paid for by grant funding.

George Olson, City Manager, added that the program is a good benefit for the citizens, but the time it will save the City staff will be a big cost savings.

Captain Henry added that the program will also assist officers by allowing them to map crime in a specific "beat" area so they can see what's happening in their area. This will also assist them to determine if there is a pattern to the criminal behavior.

<u>CITIZENS REQUESTS</u>
<u>WATER BILL INCREASE</u>

WATER BILL INCREASE

Deloris Rockins, 510 N. Montgomery, said she previously lived at 533 E. Brockett Street and still pays a water bill at that location. She was concerned about the increase in her water bill during this past year from $32 per month to $44 per month. She originally requested her deposit back but now wants to ask the City Council to reduce the cost on the water bills.

Deputy Mayor Smith explained that the City's next Budget Work Session will be held in June or July 2010, and the issue will be discussed at that time.

<u>MEDIA QUESTIONS</u>
<u>MERRY CHRISTMAS</u>

MERRY CHRISTMAS

Kathy Williams, Herald Democrat Reporter, wished everyone a Merry Christmas.

<u>APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS</u>
<u>AIRPORT ADVISORY BOARD (2)</u>

AIRPORT ADVISORY BOARD

ACTION TAKEN.

> **Motion by Council Member Wacker to appoint Benjamin Bond to the Airport Advisory Board for a term from December 22, 2009 to December 22, 2011, as presented. Second by Council Member Steele.**

VOTING AYE: Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>COUNCIL COMMENTS</u>
<u>MERRY CHRISTMAS</u>

MERRY CHRISTMAS

Council Members wished everyone a Merry Christmas and safe travel through the holidays. Deputy Mayor Smith urged everyone to remember "the reason for the season."

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

EXECUTIVE SESSION

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE

SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

SECTION 551.074	**PERSONNEL MATTERS: CONSIDER THE QUALIFICATIONS, APPOINTMENT OR REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: GREATER TEXOMA UTILITY AUTHORITY BOARD (2)**
SECTION 551.087	**DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM BUSINESS PROSPECTS AND DELIBERATE ANY OFFERS OF INCENTIVES TO THE BUSINESS PROSPECTS, INCLUDING THE FOLLOWING: PROJECT FRONTIER**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:25 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:46 p.m. and reconvened in Open Meeting.

OPEN MEETING

OPEN MEETING

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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

GREATER TEXOMA UTILITY AUTHORITY BOARD (2)

GTUA BOARD

ACTION TAKEN.

Motion by Council Member Wacker to reappoint George Rowland and Bill Johnson to the Greater Texoma Utility Authority Board of Directors for a term from December 31, 2009 to December 31, 2011, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:48 p.m.

ADJOURNMENT

DEPUTY MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.5

PROCLAMATION
"Dr. Martin Luther King, Jr. Day" – January 18, 2010

Issue
To present a proclamation designating Monday, January 18, 2010 as "Dr. Martin Luther King, Jr. Day"

Background
Each year, local organizations in the community sponsor events to celebrate Dr. Martin Luther King, Jr. Day.

Origination
The request for this proclamation originated with the City Manager's Office.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming Monday, January 18, 2010 "Dr. Martin Luther King, Jr. Day".

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Dr. Martin Luther King, Jr. Day" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, Dr. Martin Luther King, Jr., clergyman and civil rights leader, worked by peaceful means to bring about social, political and economic equality for all Americans, and

WHEREAS, through many nonviolent demonstrations and marches, Dr. King was able to gain support for the struggle for equality, and

WHEREAS, in honor of Dr. King's efforts, a national holiday has been set aside to honor this great man and his accomplishments, and

WHEREAS, local organizations in Sherman sponsor several events to honor Dr. King and to recognize his accomplishments and the changes that are a result of his work.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January 18, 2010

DR. MARTIN LUTHER KING, JR. DAY

in the City of Sherman and encourage all citizens to remember this great man and his contributions to the freedom that all persons of our nation enjoy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 18th day of January, 2010.

____
Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.6

PROCLAMATION
"National Mentoring Month" – January 2010

Issue
To present a proclamation designating January 2010 as "National Mentoring Month"

Background
January has been designated "National Mentoring Month"; and Big Brothers Big Sisters of Grayson County has an active mentoring program for children ages 6 to 14. They currently have a list of more than 100 children who are waiting to be matched with a mentor.

Origination
The request for this proclamation originated with Big Brothers Big Sisters of Grayson County.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming January 2010 as "National Mentoring Month" in Sherman.

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "National Mentoring Month" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, January has been named "National Mentoring Month" to recognize the importance of mentors in the lives of Americans, and

WHEREAS, Big Brothers Big Sisters is the oldest, largest and most effective youth mentoring organization in the United States, and matches children or "Littles" ages 6 through 14 with mentors or "Bigs" in professionally supported one-to-one relationships, and

WHEREAS, in the past two years, Big Brothers Big Sisters in Grayson County has grown their program to almost 100 active matches, but there are still more than 100 kids waiting to be matched with a mentor, and

WHEREAS, these children are the future of Texoma and the mission is to enrich, encourage and empower the children that are served to reach their highest potential through safe, positive mentoring relationships.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January, 2010

NATIONAL MENTORING MONTH

in the City of Sherman and urge all citizens to participate with the Big Brothers Big Sisters program to mentor children ages 6 through 14 and to give of themselves to help build the future of Texoma.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 18th day of January, 2010.

Mayor

ATTEST:

Linda Ashbey

City Clerk

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. A.7

SPECIAL PRESENTATION
Recognizing City Manager Accomplishment

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.1 **** RESOLUTION NO. 5453***
Authorizing the Lease of Certain City-Owned Property known as the Kerr-East Building, located at 1000 East Street, with the N.A.A.C.P. – Grayson County Chapter 6252

C.3 **** RESOLUTION NO. 5455***
Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC for Solid Waste Transfer Station Phase IV Paving Improvements

C.4 **** RESOLUTION NO. 5456***
Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Dickerson Construction Co., Inc. for Construction of the Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street

C.5 **** RESOLUTION NO. 5457***
Accepting the Contract with Quality Excavation, Ltd. as Complete for Construction of the Sherman U.S. Highway 75 North Waterline Project

D.1 **** REQUEST TO ADVERTISE***
Brents Street Sewer Replacement Project

D.2 **** REQUEST TO ADVERTISE***
Pelton Street Water Main Replacement Project

D.3 **** CHANGE ORDER NO. 1***
U.S. Highway 75 North Waterline Project; $12,370.00, Decrease

D.6 **** OTHER BUSINESS***
Final Plat Approval of the Aleman Friendship Addition in the City of Sherman's Extra Territorial Jurisdiction, being 16.3 acres in the Fielding Bacon Survey, Abstract No. 119 and the Jason Stamps Survey, Abstract No. 1115; Eufracio Aleman, Jr., Owner, and Underwood Drafting & Surveying, Surveyors (700 Block of North Friendship Road)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. C.1

**** RESOLUTION NO. 5453***

Authorizing the Lease of Certain City-Owned Property known as the Kerr-East Building, located at 1000 East Street, with the N.A.A.C.P. – Grayson County Chapter 6252

Issue

To consider a one-year Lease Agreement with the local chapter of the N.A.A.C.P for the City-owned Kerr-East Building

Background

At the meetings of March 19 and April 16, 2007, the City Council discussed allowing the local chapter of the N.A.A.C.P. to exclusively use the Kerr-East Building located at 1000 East Street in Sherman. The two-year lease of the facility was approved at the July 16, 2007 meeting, with the N.A.A.C.P. maintaining the lawn and leased premises, providing insurance coverage, and reimbursing the City for utility and any other costs directly associated with their lease of the building. The two-year lease expired on December 31, 2009; and the City Manager negotiated a new lease with the N.A.A.C.P. for their exclusive use during the period of January 1, 2010 thru December 31, 2010, with the same compensation of $730.00 per year, payable in advance, and maintaining the same obligations and reimbursements due as contained in the expired lease.

Origination

City Manager and Dalton Rambo, Treasurer for the N.A.A.C.P. – Grayson County Chapter 6252

Financial Consideration

The N.A.A.C.P. will cover all direct costs associated with their lease of this building. In addition, they will pay the City, in advance, $730.00 as rent for the one-year lease arrangement.

Council Action Requested

Approve the resolution and agreement with the N.A.A.C.P. – Grayson County Chapter 6252 for a one-year lease of the Kerr-East Building.

Alternatives

- The Council could make other arrangements with the N.A.A.C.P.
- The Council could opt to use the City-owned Kerr-East Building for other City-related purposes.

Attachments

City Manager's Letter of December 4, 2009, and Mr. Rambo's Written Request of January 7, 2010; Resolution No. 5453; Lease Agreement; Location Map

Prepared and Approved by:
George Olson, City Manager

SHERMAN

MAYOR
BILL MAGERS
CITY MANAGER
GEORGE OLSON

DEPUTY MAYOR
JOE N. SMITH
CITY COUNCIL
CHIP ADAMI

PAMELA L. HOWETH
ROBERT G. SOFTLY
WILLIE STEELE
CAROLYN S. WACKER

December 4, 2009

Ms. Jo Ann Perkins, President
Sherman N.A.A.C.P. Branch 6252
aka N.A.A.C.P. - Grayson County Chapter 6252
1000 East Street
Sherman, Texas 75090

Re: Lease of City-owned Property at 1000 East Street

Dear Ms. Perkins:

The Sherman N.A.A.C.P. Branch 6252 a/k/a N.A.A.C.P. - Grayson County Chapter 6252's lease of the City-owned property at 1000 East Street, entered into on July 16, 2007, will expire on December 31, 2009. A copy of the lease agreement is enclosed for your information and reference.

If you would like to discuss the possible renewal of a one-year lease of this facility, to run through December 31, 2010, I would be more than happy to discuss this with you. However, I should advise you that the City of Sherman is actively planning alternative public uses for this facility beginning in 2011.

As the current lease agreement expires on December 31, 2009, it is imperative that you contact me to set up an opportunity to meet and discuss your plans and desires prior to the end of this month.

I look forward to hearing from you.

Very truly yours,

George Olson
City Manager

GO:pc

enclosure (as stated above)

mc: Mayor and City Council Members
Brandon Shelby, City Attorney
Robby Hefton, Assistant City Manager/CFO

NAACP - Grayson County Branch 6252
PO BOX 2755
Sherman, Texas 75091

January 7, 2010

Mr. George Olson,
City Manager
City of Sherman
PO Box 1106
Sherman, Texas 75091

Re: Lease of City owned Property at 1000 East Street

Mr. Olson:

The NAACP – Grayson County Branch 6252 approved at its last executive board meeting dated December 19, 2009 to enter into a one (1) year facility rental agreement with the City of Sherman at the abovementioned property.

The terms and conditions of the lease would be the same as the lease entered into on July 16, 2007. The lease period is January 1, 2010 to December 31, 2010.

Please give me a call if you have questions or need additional information.

Sincerely,

Dalton Rambo,
Treasurer

RESOLUTION NO. 5453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE LEASE OF CERTAIN CITY-OWNED PROPERTY KNOWN AS THE KERR-EAST BUILDING, LOCATED AT 1000 EAST STREET, WITH THE N.A.A.C.P. – GRAYSON COUNTY CHAPTER 6252; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, has determined that it is desirable to lease the City-owned property known as 1000 East Street, Sherman, Texas; and

WHEREAS, at the July 16, 2007 Council meeting, the City of Sherman and the N.A.A.C.P. – Grayson County Chapter 6252 entered into a two-year lease agreement for the N.A.A.C.P.'s use of the property; and

WHEREAS, said two-year lease agreement expired on December 31, 2009; and

WHEREAS, the N.A.A.C.P. – Grayson County Chapter 6252 wishes to enter into a lease agreement for a one-year period, as provided in the attached lease agreement;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. That the City Manager be and is hereby authorized, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a one-year lease of the City-owned property located at 1000 East Street to the N.A.A.C.P. – Grayson County Chapter 6252, in accordance with the terms and provisions of the lease agreement attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2010.

CITY OF SHERMAN, TEXAS

BY: ______________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

LEASE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, hereinafter called "Lessor", acting by and through its City Manager, and the **SHERMAN N.A.A.C.P. BRANCH 6252 A/K/A N.A.A.C.P. – GRAYSON COUNTY CHAPTER 6252**, an Unincorporated Nonprofit Association, as that term is defined in Section 252.001 of the Texas Business Organization Code, that will be located at 1000 East Street, Sherman Texas, hereinafter called "Lessee",

W I T N E S S E T H:

That the said Lessor does by these presents lease and demise unto the said Lessee the property known as 1000 East Street (hereinafter "leased premises") and also described as follows:

> **SITUATED** in the City of Sherman, Grayson County, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, being a part of a 1 acre tract of land conveyed by W. P. Carter, et ux to D. Renfrow by deed dated November 2, 1871, recorded in Volume "W", Page 611, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:
>
> **BEGINNING** at a found 1 inch pipe maintaining the apparent Southeast corner of a 50 x 150 foot tract of land conveyed by Bobbye J. Arterbery, and Althea J. Sheppard to Efrain Navarro by deed dated December 21, 1999, recorded in Volume 2872, Page 161, Official Public Records, Grayson County, Texas, on the West line of East Street, said pipe being South 15 deg. 35 min. 54 sec. East, a distance of 240.19 feet from a found ½ inch capped rebar stamped #4709 maintaining the Northeast corner of an 0.100 acre tract of land conveyed by Sergio Lopez to Mary Beth Lopez by deed dated June 15, 2006, recorded in Volume 4070, Page 863, Official Public Records, Grayson County, Texas, at the intersection of the West line of said East Street with the South line of Vernon Holland Memorial Drive;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said East Street, a distance of 150.00 feet to a set ½ inch rebar for the Southeast corner of the herein described tract, the Northeast corner of Block Four (4) of Veal and Alford's Addition to the City of Sherman, Texas as shown by plat of record in Volume 43, Page 200, Deed Records, Grayson County, Texas;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 150.00 feet to a set ½ inch rebar;

THENCE North 16 deg. 00 min. 00 sec. West, a distance of 150.00 feet to a set ½ inch rebar for the apparent Southwest corner of said Navarro 50 x 150 foot tract;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said 50 x 150 foot tract, a distance of 150.00 feet to the PLACE OF BEGINNING, and containing 0.52 ACRES OF LAND more or less.

TERMS OF LEASEHOLD

Lessor gives to Lessee a one-year lease for the leased premises commencing on the 1st day of January, 2010, and terminating on December 31, 2010.

RENTALS AND FEES

As consideration for this lease, Lessee covenants and agrees to pay in advance in the office of the City Manager of the City of Sherman, the sum of Seven Hundred and Thirty Dollars ($730.00) as rent for the one-year period of this lease.

GENERAL PROVISIONS

1. **No use as a nuisance.** Lessee agrees that the leased premises shall not be used for any purpose that constitutes a nuisance or may be objectionable to the operational use of any adjoining land.

2. **Maintenance of leased premises.** Except as provided in Paragraph 10 of the General Provisions, Lessee agrees and covenants that Lessee will, at Lessee's own expense, maintain the leased premises, including lawn maintenance, to keep such premises in good order and condition, except for reasonable wear and tear, and to make all repairs

necessary to keep the land and structures from deteriorating in value or condition. Lessee also understands that if any of the operating systems require maintenance, repair, or replacement during the term of this Lease, Lessee agrees to conduct such maintenance, repair, or replacement at Lessee's expense.

3. **Utilities.** Lessee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Lessee on the leased premises during the term of this Lease. In the event that any utility or service provided to the leased premises is not separately metered, the Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such all such utility charges prior to the due date. Lessee acknowledges that the leased premises are designed to provide standard building use electrical facilities and standard building lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or otherwise interfere with electrical services.

4. **No sublease.** Lessee specifically agrees not to assign or sublet the leased premises.

5. **Breach of Lease.** Lessee agrees and covenants that, in the event of a breach by Lessee of any of the covenants contained herein, the Lessor may, at its option, declare this lease forfeited and terminated as to the balance of the terms thereof. Upon any such declaration, forfeiture or termination of this lease by Lessor, the Lessee agrees and covenants to give and declare immediate possession of the demised leased premises to the Lessor. Lessee further agrees and covenants that Lessee will, at the termination of this lease, peacefully deliver up to the Lessor the demised leased premises and appurtenances or additions thereto in as good condition and state of repair as same are

now in, fair wear and tear only excepted, and vacate encumbered and in good tenantable order.

6. **No illegal uses.** Lessee agrees and covenants that Lessee will not make or suffer any unlawful, improper, illegal or offensive use of the demised leased premises or any part thereof.

7. **INDEMNIFICATION.** LESSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND LESSOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGE OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENTAL TO THE LEASING OF OR THE USE AND OCCUPANCY OF THE LEASED PREMISES BY LESSEE, AND LESSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY OF WHATEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS LEASE BY REASON OF THE USE OR OCCUPANCY OF LEASED PREMISES BY LESSEE, ITS AGENTS, SERVANTS OR EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS.

8. **Insurance.**

   a. Lessee shall promptly, after the execution of this lease, provide proper general liability insurance for personal injuries or death growing out of any one accident or other cause in a minimum sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) for one person, and THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for two or more persons. Lessee shall maintain said insurance with insurance underwriters licensed to do business in the State of Texas and approved by the Lessor. The insurance shall include coverage for any injuries associated with premise defects. Lessee shall furnish Lessor with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this lease, with the City of Sherman named as an additional insured, or shall deposit with Lessor copies of said policies. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policies by the insurer shall be delivered to Lessor thirty (30) days in advance of the effective date thereof.

b. Lessee shall obtain and maintain in effect during the term of this lease, or any extension thereof, fire, property, and casualty insurance covering the leased premises and its contents to its full market value. The City of Sherman shall be named as an additional insured on all the insurance certificates.

9. Inspection. Lessee acknowledges that it has inspected the leased premises and accepts the same in its present condition with no implied or express warranties as to its fitness.

10. Easements and use of parking lot. Lessee agrees and covenants that Lessor retains the use and enjoyment of all easements of whatsoever nature in and about or in whatever manner located on the above described demised premises. Specifically, but not withstanding the foregoing, Lessee understands that the parking lot located on the leased premises will be used by patrons of the adjoining park and that Lessee will not enjoy exclusive use of the parking lot on the leased premises. In exchange for the mutual use of the parking lot by the parties, the Lessor will maintain the parking lot located on the leased premises based solely on the Lessor's discretion that the parking lot is in need of repair and that the necessary funds are available to repair the parking lot on the leased premises.

11. **Lessee's Alterations.** Lessee shall have the right, at its sole expense, from time to time, to redecorate the leased premises and to make such non-structural alterations and changes in such parts thereof as Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not be made until the City Manager or his designee has given prior written approval. Such alterations shall neither impair the structural soundness nor diminish the value of the leased premises. Lessee may not make structural alterations and additions to the leased premises.

12. **Exterior Signs.** Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter to repair or replace, if it shall so elect, signs on any portion of the leased premises, providing that Lessee shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the leased premises.

13. **Notice.** Any notice permitted or required under this Lease shall be given in writing and delivered by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party for whom it is intended as follows:

Notice to Lessor: City Manager
City of Sherman
220 W. Mulberry St.
Sherman, TX 75090

Notice to Lessee: Sherman N.A.A.C.P. Branch 6252
a/k/a N.A.A.C.P. – Grayson County Chapter 6252
P. O. Box 2755
Sherman, TX 75091

Or to such other address as either such party may, by written notice, direct from time to time.

14. **Waiver of Charitable Immunity or Exemption.** If Lessee has or claims an immunity or exemption from and against liability for damages or injury to property or persons as a charitable association, corporation, entity, or individual enterprise, LESSEE HEREBY EXPRESSLY INTENTIONALLY AND KNOWINGLY WAIVES ITS RIGHTS TO PLEAD SUCH IMMUNITY OR EXEMPTION AGAINST LESSOR.

TERMINATION OF SAID LEASE

CANCELLATION BY LESSOR. The lease shall be subject to cancellation by Lessor in the event Lessee shall:

a. File a voluntary petition in bankruptcy;

b. Abandon the leased premises;

c. Make voluntary assignments for the benefit of creditors;

d. Be in arrears in payment of the whole or any part of rent thirty (30) days after the time such payments become due and payable to Lessor; or

e. Default in the performance of any covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice by Lessee from Lessor of said default.

Failure of the Lessor to declare this lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of the Lessor to cancel this lease by reason of any subsequent violations of the terms hereunder.

All the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, except to the extent that such assignments are forbidden by this lease.

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

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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands at Sherman, Grayson County, Texas, effective this ______day of January, 2010.

LESSOR:
CITY OF SHERMAN, TEXAS

BY: ____
George Olson, City Manager

ATTEST BY:

BY: _________________________________
Linda Ashby, City Clerk

APPROVED AS TO FORM
AND CONTENT:

BY: _________________________________
Brandon S. Shelby, City Attorney

LESSEE:
SHERMAN N.A.A.C.P BRANCH 6252 A/K/A N.A.A.C.P. – GRAYSON COUNTY CHAPTER 6252, an Unincorporated Nonprofit Association

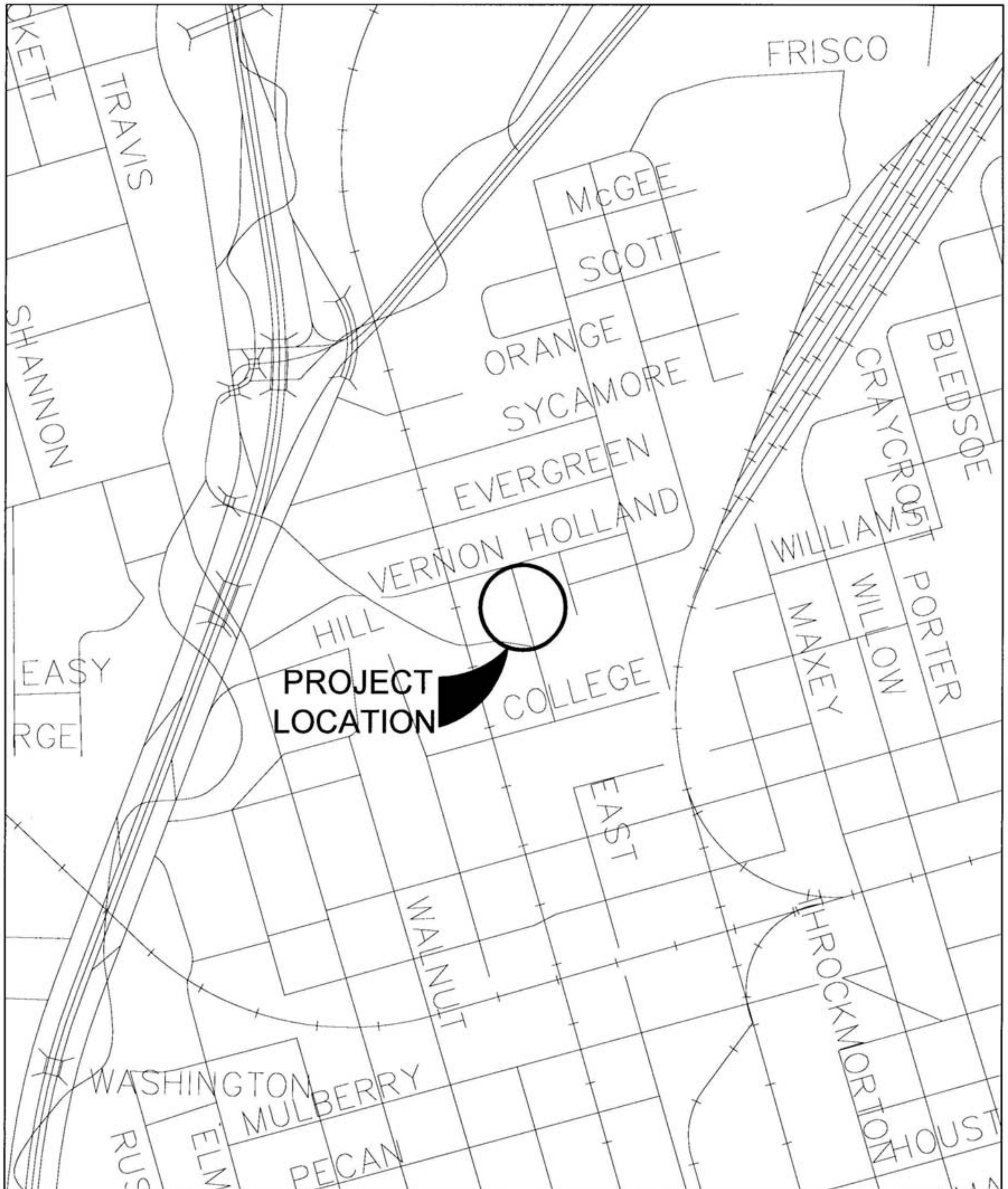
BY: ________________________________
NAME ___________________________
TITLE: ___________________________

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared ____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **SHERMAN N.A.A.C.P BRANCH 6252 A/K/A N.A.A.C.P. – GRAYSON COUNTY CHAPTER 6252**, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and can bind such Unincorporated Nonprofit Association to this lease agreement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of January, 2010.

____
NOTARY PUBLIC, STATE OF TEXAS



City of Sherman, Texas

1000 BLOCK EAST STREET

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. C.2

RESOLUTION NO. 5454
Authorizing the Execution of a Contract with Roco Rescue for Specialized Rescue Training for the Sherman Fire Department

Issue
To authorize the acceptance of Roco Rescue's proposal to conduct specialized rescue training for the Sherman Fire Department

Background
The Sherman Fire Department operates a technical Rescue Team, consisting of twenty-one members, who have specific training in various disciplines. Funds have been allocated in the 2010 budget to cover the projected training costs. Additional funds are available as part of the 2009 State Homeland Security Grant Program (SHSP) to cover training and personnel costs.

Historically, we send a few members each year to training sessions. This process requires travel and overtime in addition to the actual class hours required by the training itself. To take advantage of the grant funds and minimize costs, we have sought vendors that would bring their programs to Sherman. This will allow a greater number of members to attend the course, minimize costs, and maximize efficiencies.

In seeking a solution to our training needs, course prices were requested on a per-student or per-day basis. No formal bid proposal was sought since the cost was determined by the number of students. Only after receiving the proposals was it determined that the most cost efficient method was to bring the instructors to Sherman and that the total cost would exceed the $25,000.00 limit required for Council approval.

Two vendors, Roco Rescue and Texas Rope Rescue, both offer this service. Roco has agreed to provide a customized class with a lower overall cost. Their proposal will cover actual training costs, less travel expenses and equipment. These additional costs, as well as associated personnel costs, will be paid from allocated operating budget and grant funds.

Roco has requested a confirmation to schedule the dates and finalize the exact costs which will include travel and lodging costs for the instructors. A purchase order will be issued prior to the course.

Origination
Fire Department

Financial Consideration
Funds have been allocated in the 2010 budget to cover the costs of this training.

Staff Recommendation
Authorize the execution of the Proposal for Training with Roco Rescue

Alternatives
Those as may be recommended by the City Council

Attachments
Bid Tabulation
Resolution No. 5454
Roco Rescue Training Proposal

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

BID TABULATION

VENDOR	Confined Space	Rope/High Angle	TOTAL
Roco Rescue	Tech I & II	Tech I & II	$45,360.00 plus travel
Texas Rope Rescue	Tech I	Tech I	$83,760.00

RESOLUTION NO. 5454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ROCO RESCUE FOR SPECIALIZED RESCUE TRAINING FOR THE SHERMAN FIRE DEPARTMENT; 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 that the City Manager be and is hereby authorized and directed, subject to all appropriate documents being properly completed and approved as to form and content by the City Attorney, to accept a proposal and execute a contract with Roco Rescue of Baton Rouge, Louisiana, for specialized rescue training services for the Sherman Fire Department in the amount of Forty-Five Thousand Three Hundred Sixty Dollars and No Cents ($45,360.00), plus travel expenses, in accordance with all documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2010.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

12/15/2009

Nathan Huffman
Sherman Fire Dept.
318 S. Travis Street
Sherman, TX 75090
(903)624-1144
Fax: 1-903-813-0411
Email: nathanh@ci.sherman.tx.us

Dear Nathan:

RE: ROCO RESCUE TRAINING PROPOSAL

Thank you for your interest in our rescue training programs. As requested, I am attaching a proposal as well as a private training price list.

Our programs have been revised and expanded to meet revisions in NFPA 1006 Rescue Technician Professional Qualifications Standard and the newly expanded ANSI Standards regarding Rescue from Fall Protection. We also offer Annual Confined Space Refresher Training, which provides annual confined space types practice as mandated by OSHA 1910.146. For more details, please refer to our website.

From Basic skills to Rescue Technician certification, Roco courses provide safe and efficient techniques with maximum hands-on experience. Participants will learn the latest techniques from our professional instructors whose teaching and rescue experience is unmatched in the industry.

Our training programs can be conducted at your site; or, we also invite you to visit our new Roco Training Center (RTC) in Baton Rouge. This unique five-story structure provides the most realistic confined space rescue experience in an excellent learning environment.

We appreciate the opportunity to submit this proposal and look forward to working with you. Please know that we are dedicated to providing your response personnel with the most effective training experience possible.

Aimee D. Sims
Course Coordinator
asims@rocorescue.com
Phone: 800-647-7626
Fax: 225-754-7626

Attachments:
- Proposal for Training
- Private Training Price List

Roco has been awarded the OSHA VPP Star Award for its on-site safety services and training programs.

7077 Exchequer Drive
Baton Rouge, LA
70809-4904

Phone: 225-755-7626
Fax: 225-754-7626

800-647-7626
RocoRescue.com

PRIVATE TRAINING PRICES (CONTINENTAL US)	1-14 STUDENTS DAILY RATE	15-21 STUDENTS DAILY RATE
Introduction to Rescue (10-hrs) Prerequisite: None *NEW*	$ 2,000.00*	$ 2,500.00*
Rescue I Plus (50-hrs) Prerequisite: None	$ 2,500.00*	$ 3,000.00*
Confined Space Tech II Certification (50-hrs) Prerequisite: Rescue I/ I-Plus **Rope Rescue Tech II Certification** (50-hrs) Prerequisite: Rescue I/ I-Plus	$ 3,000.00*	$ 3,500.00*
Fast Track-80 Confined Space Certification (80-hrs) Prerequisite: None **Fast-Track-120 CS & Rope Rescue Certification** (120-hrs) Prerequisite: None	$ 3,000.00*	$ 3,500.00*
Recertification– Confined Space (30-hrs) Prerequisite: Tech II CS Cert or Fast Track™ 80 **Recertification– Rope Rescue** (40-hrs) Prerequisite: Tech II Rope or Fast Track™ 120	$ 3,000.00*	$ 3,500.00*
Annual Confined Space Types Certification (20-hrs) Prerequisite: None *NEW*	$ 3,000.00*	$ 3,500.00*
Rescue Refreshers (1 to 3 days) Prerequisite: None	$ 2,500.00*	$ 3,000.00*
Team Performance Evaluations (30-hrs) Prerequisite: None	$ 3,000.00*	$ 3,500.00*
Rescue From Fall Protection (20-hrs) Prerequisite: None	$ 3,000.00*	$ 3,500.00*
Capital Safety/Roco Fall Protection (Prices may vary based on course hours.) Competent Person (2.5 days), Competent Person Trainer (40 hrs); Authorized Person (4 hrs), Competent Inspector (4 hrs)	$ 3,000.00*	$ 3,500.00*
Offshore Rig Rescue (50-hrs) Prerequisite: None	$ 3,000.00*	$ 3,500.00*
Trench & Structural Collapse Rescue (60-hrs) Prerequisite: None Construction materials to be provided by client or reimbursed.	$ 3,000.00*	$ 3,500.00*
Tower Work & Rescue (30-hrs) Prerequisite: None **Wind Turbine Tower Rescue** (20-hrs) Prerequisite: None	$ 2,500.00*	$ 3,000.00*
Basic Rope Access (24-hrs; 8-hr days) Prerequisite: None	$ 2,000.00*	$ 2,500.00*
Firefighter Escape Train-the-Trainer (50-hrs) Prerequisite: None *NEW*	$ 3,000.00*	$ 3,500.00*
Firefighter Escape – Petzl EXO End User (8-hrs) Prerequisite: None	$ 2,500.00*	$ 3,000.00*
Customized Programs / Tactical / Advanced Team Operations	$ 3,500.00*	$ 4,000.00*

Consulting/Site Assessments (8-hr minimum) – $125.00/hour + expenses

Roco Training Center (RTC) Rental– $500.00 per day (Rental agreement and certificate of insurance required.)

Notice: All students must be 18 or older and in good physical health to participate in field exercises. All students must sign waivers of liability prior to participation. Typical student/instructor ratio is 7:1; may vary by course, training site and skill level of students.

***Plus Expenses** – airfare, auto rental, mileage; lodging; meal per diem ($45.00 per day per instructor) and incidentals (parking, tolls, etc.). Travel/layover days, if applicable, will be billed at $175.00 per day per instructor. Client prescribed fees, special permits, safety orientations exceeding two hours, etc. will be added to invoice.

Equipment Rental: $20.00/student/day; plus incoming/outgoing freight. Air equipment rental reimbursement, if applicable, unless supplied by customer. Client will be invoiced for any damaged or misplaced equipment.

Client to Provide: PPE for all participants – gloves, helmet with chinstrap, headlamp, raingear is recommended. Rescue equipment (unless renting Roco equipment) and specialty items (basket stretcher, backboard, tripod). Breathing equipment (SAR & SCBA), ventilation equipment, atmospheric monitoring (O2, LEL, toxicity). Client to provide classroom facility with overhead projector, computer projector, screen, marker board, VCR and monitor, plus suitable training area for field exercises (at least three levels).

Payment Information: Payment Due Upon Receipt of Invoice; 1½% monthly finance charge for all past due invoices. Invoice will be based on students booked or actual number of attendees, whichever is greater; minimums may apply.

Cancellation/Rescheduling: Due to personnel and equipment logistics, a cancellation/rescheduling fee may be required. Client is responsible for any expenses incurred, such as airfares, freight, etc. Cancellation: 25% of fee with less than 90 days notice; 50% of fee with less than 30 days notice; 100% of fee with less than 72 hours notice.

Confirmation: Credit card, purchase order, or contract that includes the terms and conditions of this price schedule.

7077 Exchequer Drive
Baton Rouge, LA
70809-4904

Phone: 225-755-7626
Fax: 225-754-7626

800-647-7626
RocoRescue.com

ROCO RESCUE

ROCO CANADA

PROPOSAL FOR RESCUE TRAINING
SHERMAN FIRE DEPT.
DECEMBER 15, 2009

If you have questions concerning this proposal, please contact Aimee Sims at 800-647-7626 or asims@rocorescue.com. A Private Training Price Schedule is attached for your reference.

COURSE:	**Fast Track 120 Certification Class**
PREREQUISITE:	None (but we are aware that your guys are already rescue trained)
TRAINING HOURS/DAY:	(12) 10 hour days
NUMBER OF COURSES:	One Course
STUDENTS/COURSE:	21 Students
INSTRUCTORS:	3 Roco Instructors (client requested Dennis & Tim)
PROPOSED DATES:	Preferably June of 2010
TRAINING SITE:	Training site and classroom to be provided by client
TRAINING EQUIPMENT:	Training equipment to be provided by client.
*PRICE:	Special Rate of $45.360.00
*PLUS EXPENSES:	Client to provide lodging & meals
TOTAL:	**Special flat rate of $45,360.00**

*Refer to attached Private Training Price List for more information concerning expenses, payment terms and cancellation policy.

CLIENT CONFIRMATION: To schedule training dates and acknowledge acceptance of pricing and terms, please sign below and FAX to 225-754-7626.	
SIGNATURE:	DATE:
PRINTED NAME:	TITLE:
PURCHASE ORDER #:	
NEAREST MAJOR AIRPORT TO TRAINING SITE:	
RECOMMENDED HOTEL & PHONE #:	

We appreciate your business and look forward to serving you!

7077 Exchequer Drive
Baton Rouge, LA
70809-4904

Phone: 225-755-7626
Fax: 225-754-7626

800-647-7626
RocoRescue.com

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5455***

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC for Solid Waste Transfer Station Phase IV Paving Improvements

Issue
To consider awarding a bid and authorizing a contract for improvements to a concrete parking lot/driveway at the Solid Waste Services Department

Background
On December 31, 2009, six (6) bids were received and opened for a project to upgrade an equipment parking area and driveway from asphalt to concrete. Due to the weight and volume of the solid waste trucks, the asphalt surface and base have failed in this phase of a planned five phase overall upgrade. Funds for the project were appropriated in the 2009-2010 Capital Improvement Program (CIP) budget. Attached is a letter from Teague, Nall, and Perkins recommending that the bid be awarded to the low bidder, Lynn Vessels Construction, LLC.

Origination
Department of Public Works

Financial Consideration
The low qualified bid was submitted by Lynn Vessels Construction, LLC at a total cost of $46,971.58. Vessels' bid is over $13,000.00 under the amount appropriated in the current CIP budget for this project. Attached is a bid tab for all bids received. Although the project is being managed out of the General CIP fund, funding for this project is coming from the Solid Waste Fund.

Staff Recommendation
Award a bid and authorize a contract with Lynn Vessels Construction, LLC to replace a failing asphalt area with concrete at the Solid Waste Services Department.

Alternatives
Those as may be recommended by the City Council

Attachments
Resolution No. 5455
Contract
Recommendation letter from Teague, Nall, and Perkins
Project bid tab
Aerial photograph of project area

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5455

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR SOLID WASTE TRANSFER STATION PHASE IV PAVING IMPROVEMENTS; 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 Lynn Vessels Construction, LLC of Sherman, Texas, is hereby awarded the bid in the total amount of Forty-Six Thousand Nine Hundred Seventy-One Dollars and Fifty-Eight Cents ($46,971.58) for construction of the Solid Waste Transfer Station Phase IV Paving Improvements Project; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Lynn Vessels Construction, LLC in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

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 **LYNN VESSELS CONSTRUCTION, LLC** (" 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:

> ***The work to be performed under the provisions of these documents includes the removal of approximately 1100 square yards of asphalt pavement with the replacement of approximately 1100 square yards of 7" reinforced concrete pavement.***

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" issued by the CITY and to fully complete the contract within (set # of 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 (set # of days) consecutive calendar days from the date of the Notice to Proceed.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of the 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 accordingly to the Liquidated Damages Schedule 108.8.1 (a).

Schedule 108.8.1 (a) Liquidated Damages

Amount of Contract ($)	Amount of Liquidated Damages ($)
Less than 25,000.00	100.00 per Day
25,000.00 to 99,999.99	160.00 per Day
100,000.00 to 999,999.99	240.00 per Day
1,000,000.00 or More	500.00 per Day

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: Forty-Six Thousand Nine Hundred Seventy-One Dollars and Fifty-Eight Cents ($46,971.58)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be 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. CONTRCTOR 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 CITY 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;

    a. Performance Bond;
    b. If applicable the Unit Pricing in the Proposal;
    c. Payment Bond;
    d. Bid Bond;
    e. General Conditions of Agreement;
    f. Special Conditions of Agreement;
    g. Any Other Documents listed in the Table of Contents of the Bid Proposal;
    h. Any Addenda;

3. Any drawings associated with the Project;

4. Exhibits to this Contract (enumerated as follows):
   a. Notice to Proceed;
   b. CONTRACTOR'S Bid;
   c. Documentation submitted by CONTRACTOR;

5. 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:	If intended for CONTRACTOR, to:
Designee: Jeff Miller Director of Public Works	Designee: ________________________ Print name
Address: City of Sherman P.O. Box 1106 Sherman, Texas 75091	Address: Lynn Vessels Construction, LLC. P.O. Box 1212 Sherman, Texas 75091

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 attorney 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 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.

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 person or entity.

9.07 *Deletion of Arbitration Clause*

The parties agree that arbitration is not binding on the parties to resolve questions of dispute under this Contract nor are they bound to any arbitration conditions contained in the contract documents. However, the parties are not prevented from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract.

9.08 *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.

9.09 *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.

9.10 *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.

9.11 *Contract Interpretation*

Although this CONTRACT is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

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.

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 ______________, 20___ (which is the Effective Date of the Contract).

CITY:	CONTRACTOR:
CITY OF SHERMAN, TEXAS	LYNN VESSELS CONSTRUCTION, LLC.
By: ______________________	By: Lynn Vessels
GEORGE OLSON, City Manager	LYNN VESSELS
Attest:	Agent for service of process:
______________________	______________________
LINDA ASHBY, City Clerk	(If CONTRACTOR is a corporation or a partnership, Attach evidence of authority to sign.)

STATE OF TEXAS *
*
COUNTY OF Grayson *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 13th day of January, A.D., 2010.

NOTARY SIGNATURE: Katie

COMMISSION EXPIRES: 9/28/2013

KATIE TURNER
Notary Public, State of Texas
My Commission Expires
September 28, 2013

Approved as to form and content:

____

Brandon S. Shelby, City Attorney

TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

December 31, 2009

Mr. Jeff Miller
Director of Public Works
City of Sherman
405 N. Rusk
Sherman, TX 75090

**RE: Site Paving Improvements for Solid Waste Transfer Station Phase IV
Contract Recommendation**

TNP Job No: SHN 09297

Dear Mr. Miller,

On Thursday, December 31st, 2009, at 10:00 a.m, bids were received at the City of Sherman Public Works Department for the Site Paving Improvements for the Solid Waste Transfer Station Phase IV project. Please note the attached Bid Tabulation Report. The low bidder was Lynn Vessels Construction, LLC with a base bid of $46,971.58. After checking their references, we recommend that the City of Sherman award a contract for the Base Bid in the amount of $46,971.58 to Lynn Vessels Construction, LLC.

Thank you for the opportunity to work with the City of Sherman on this project and please do not hesitate to call if you need any additional information.

Sincerely,

TEAGUE NALL AND PERKINS INC.

Chris Schmitt

Chris Schmitt, P.E.

Enc: Bid Tab Report

TEAGUE NALL AND PERKINS

Site Paving Improvements at the City of Sherman
Solid Waste Transfer Station Phase IV
Project No. SHN09297
City of Sherman
BID TABULATION REPORT

Engineer's Estimate = $0.00
BID OPENING DATE: 12/31/2009
BID OPENING TIME: 10:00 AM

				BIDDERS					
				Lynn Vessels Construction, LLC		Vessels Construction, a Div. of Vescor		Garland Concrete	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Remove Existing Asphalt Pavement	1,094.00	SY	$4.09	$4,474.46	$12.17	$13,313.98	$6.50	$7,111.00
2	Construct 7" Reinforced Concrete Pavement	1,094.00	SY	$31.45	$34,406.30	$31.19	$34,121.86	$39.70	$43,431.80
3	6" Lime Stabilized Subgrade (32 lbs/SY)	1,106.00	SY	$4.77	$5,275.62	$4.09	$4,523.54	$4.70	$5,198.20
4	Hydrated Lime for Stabilized Subgrade	18.00	TON	$156.40	$2,815.20	$153.68	$2,766.24	$205.00	$3,690.00
	TOTALS:				$46,971.58		$54,725.62		$59,431.00

		BIDDERS					
		R & R Paving		JMI Maintenance		Mitchell General Construction	
ITEM NO.	DESCRIPTION OF ITEMS	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Remove Existing Asphalt Pavement	$5.02	$5,491.88	$10.98	$12,012.12	$11.25	$12,307.50
2	Construct 7" Reinforced Concrete Pavement	$48.00	$52,512.00	$42.75	$46,768.50	$43.63	$47,731.22
3	6" Lime Stabilized Subgrade (32 lbs/SY)	$4.06	$4,490.36	$6.00	$6,636.00	$4.66	$5,153.96
4	Hydrated Lime for Stabilized Subgrade	$139.00	$2,502.00	$175.00	$3,150.00	$243.56	$4,384.08
	TOTALS:		$64,996.24		$68,566.62		$69,576.76

City of Sherman, Texas
Engineering Department

Location Map

SOLID WASTE TRANSFER STATION
PARKING LOT

N

0 35 70 140 Feet

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5456***

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Dickerson Construction Co., Inc. for Construction of the Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street

Issue
To consider approval of the Greater Texoma Utility Authority's (GTUA) intention to administer an agreement for the construction of the Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street, in central Sherman

Background
The Capital Improvement Program contains a project to replace an existing sewer, which has deteriorated and requires replacement. Three (3) bidders responded to the request for bids. A bid tabulation is attached.

Origination
Department of Utilities Administration

Financial Consideration
Funds for this project will be paid through GTUA.

Staff Recommendation
It is recommended that the City Council approve GTUA's intention to enter into a contract with the low bidder, Dickerson Construction Co., Inc. in the amount of $450,417.50.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5456
Engineer's Recommendation with Bid Tabulation
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH DICKERSON CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE RELIEF SEWER "C" PROJECT ALONG BRANCH STREET, BETWEEN KING STREET AND PACIFIC 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into an agreement with Dickerson Construction Co., Inc. in the total amount of Four Hundred Fifty Thousand Four Hundred Seventeen Dollars and Fifty Cents ($450,417.50) for construction of the Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street in Sherman, Texas.

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 ________________, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________	**BY:** ______________________________
LINDA ASHBY, CITY CLERK	**BILL MAGERS, MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: ___________________________________

BRANDON SHELBY,
CITY ATTORNEY

MORRIS ENGINEERS

January 6, 2010

Mark Gibson, P.E., Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

Jerry Chapman, General Mgr.
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

RE: Relief Sewer C: King to Pacific, in the City of Sherman, Texas
TWDB #72300
Recommendation of Award

Gentlemen:

Bids were opened on January 6, 2010 for the construction of Relief Sewer C from King to Pacific in the City of Sherman. The bids were in response to an Advertisement for Bids dated December 13, 2009, which GTUA published in the newspaper. Individual bidding notices were mailed from our office to sixteen (16) contractors. During the bidding period, five (5) prospective bidders and one (1) supplier picked up plans and specifications. Bidding documents were sent to two (2) planrooms. A total of three (3) bids were received. Enclosed is a tabulation of those bids.

The lowest bid was submitted by Dickerson Construction Co., Inc., of Celina, Texas, for the amount of $450,417.50. Dickerson Construction Co. is a responsible and competent contractor. I recommend that you award the project to them for the amount bid.

I have enclosed a Notice of Award for your use in so awarding the project. If you will sign, date, and return the notice to our office, we will forward it to the contractor along with contracts for execution.

Sincerely,

Timothy L. Morris, P.E.

Enclosures
c: Dickerson Construction Co., Inc. (w/bid tab)
Project file (w/encl.)

BID TABULATION
GREATER TEXOMA UTILITY AUTHORITY
RELIEF SEWER C: KING TO PACIFIC, SHERMAN, TEXAS
BID OPENING: JANUARY 6, 2010 AT 10:30 AM

				Dickerson Construction Co. P.O. Box 181 Celina, TX 75009		Vessels Construction P.O. Box 28 Sherman, TX 75091		Lynn Vessels Construction P.O. Box 1212 Sherman, TX 75091	
ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST
1	F&I 21" DIA. GRAVITY SEWER PIPE								
	12' TO 14' DEEP	354	LF	60.00	21,240.00	56.98	20,170.92	60.80	21,523.20
	14' TO 16' DEEP	105	LF	70.00	7,350.00	57.51	6,038.55	66.55	6,987.75
2	F&I 18" DIA. GRAVITY SEWER PIPE								
	10' TO 12' DEEP	1035	LF	60.00	62,100.00	42.82	44,318.70	56.58	58,560.30
	12' TO 14' DEEP	299	LF	65.00	19,435.00	52.47	15,688.53	57.73	17,261.27
	14' TO 16' DEEP	780	LF	65.00	50,700.00	53.00	41,340.00	61.18	47,720.40
3	F&I 15" DIA. GRAVITY SEWER PIPE								
	5' TO 8' DEEP	172	LF	40.00	6,880.00	37.14	6,388.08	50.26	8,644.72
	8' TO 10' DEEP	447	LF	45.00	20,115.00	37.49	16,758.03	50.26	22,466.22
	10' TO 12' DEEP	396	LF	50.00	19,800.00	38.68	15,317.28	52.56	20,813.76
	12' TO 14' DEEP	53	LF	55.00	2,915.00	48.33	2,561.49	58.31	3,090.43
4	F&I 12" DIA. GRAVITY SEWER PIPE								
	5' TO 8' DEEP	5	LF	50.00	250.00	35.45	177.25	47.67	238.35
5	F&I 10" DIA. GRAVITY SEWER PIPE								
	10' TO 12' DEEP	26	LF	45.00	1,170.00	34.61	899.86	47.73	1,240.98
6	F&I 8" DIA. GRAVITY SEWER PIPE								
	5' TO 8' DEEP	26	LF	30.00	780.00	31.01	806.26	46.86	1,218.36
	8' TO 10' DEEP	7	LF	30.00	210.00	31.37	219.59	46.86	328.02
7	F&I 6" DIA. GRAVITY SEWER PIPE								
	5' TO 8' DEEP	5	LF	28.50	142.50	29.29	146.45	46.58	232.90
8	F&I 4' DIA. MANHOLE								
	6' TO 8' DEEP	1	EA	2,500.00	2,500.00	2,208.67	2,208.67	2,126.35	2,126.35
	8' TO 10' DEEP	1	EA	2,650.00	2,650.00	2,351.17	2,351.17	2,397.75	2,397.75
	10' TO 12' DEEP	6	EA	2,800.00	16,800.00	2,493.67	14,962.02	2,576.00	15,456.00
	12' TO 14' DEEP	1	EA	3,000.00	3,000.00	2,966.10	2,966.10	2,794.50	2,794.50
	14' TO 16' DEEP	3	EA	3,200.00	9,600.00	3,108.60	9,325.80	3,105.00	9,315.00
9	ADD TO BASE MH PRICE FOR MH DROPS								
	8" DROP	6	EA	500.00	3,000.00	229.86	1,379.16	742.90	4,457.40
	10" DROP	1	EA	700.00	700.00	437.12	437.12	798.10	798.10
10	ADD FOR PROTECTIVE COATING FOR 48" DIA. MH (Specify on BID)	55	VF	165.00	9,075.00	154.78	8,512.90	195.50	10,752.50
11	ADD TO BASE SWR PRICE FOR BORE & CASE STREET XING @ 14+50	1	JOB		16,000.00		18,444.77		22,252.50
12	ADD TO BASE SWR PRICE FOR BORE & CASE RR XING 31+16 TO 33+47	1	JOB		59,500.00		61,006.37		68,051.25
13	ADD TO BASE SWR PRICE FOR STREET REPAIR @ 18+00	1	JOB		14,000.00		19,478.25		26,450.00
14	ADD TO BASE SWR PRICE FOR CEMENT-STABILIZED SAND @ PIPELINE XINGS	140	LF	27.50	3,850.00	23.61	3,305.40	25.30	3,542.00
15	F&I SEWER SERVICE CONNECTION								
	15" MAIN	3	EA	200.00	600.00	114.23	342.69	345.00	1,035.00
	18" MAIN	3	EA	200.00	600.00	153.91	461.73	345.00	1,035.00
	21" MAIN	3	EA	250.00	750.00	156.41	469.23	345.00	1,035.00
16	F&I SDR 35 PVC SERVICE LINE								
	4" SERVICE LINE	50	LF	25.00	1,250.00	35.64	1,782.00	37.38	1,869.00
	6" SERVICE LINE	50	LF	25.00	1,250.00	38.55	1,927.50	38.53	1,926.50
17	DEMO. ABANDONED MANHOLES	9	EA	350.00	3,150.00	1,286.06	11,574.54	373.75	3,363.75
18	REMOVE ABANDONED MANHOLES TO ENABLE NEW CONST.	6	EA	600.00	3,600.00	239.28	1,435.68	373.75	2,242.50
19	EQPT. & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT								
	4" WATERLINE	PER	EA	1,650.00		459.65		2,000.00	
	6" WATERLINE	PER	EA	1,850.00		713.58		2,200.00	
	8" WATERLINE	PER	EA	2,100.00		870.97		2,500.00	
	10" WATERLINE	PER	EA	2,500.00		1,561.82		3,000.00	
	12" WATERLINE	PER	EA	3,000.00		1,966.41		3,500.00	
	14" WATERLINE	PER	EA	4,000.00		1,141.55		4,000.00	
20	F&I @ STA. 36+41 TRANSITION FROM EXIST. SWR. TO NEW SWR.	1	JOB		800.00		245.29		3,450.00
21	ADD FOR ASPHLT DRVWYS, ST REPAIRS INCL. SAW CUT, EXCAVATED MATERIAL BACKFILL	2168	LF	27.50	59,620.00	25.96	56,281.28	31.05	67,316.40
22	ADD FOR ASPHLT DRVWYS, ST REPAIRS INCL. SAW CUT, CRUSHER SCREENINGS BACKFILL	158	LF	65.50	10,349.00	60.60	9,574.80	71.88	11,357.04
23	ADD FOR GRAVEL DRVWY, STREET, LOT REPAIRS...	994	LF	4.00	3,976.00	5.99	5,954.06	4.60	4,572.40
24	TRENCH EXCAVATION PROTECTION	3710	LF	1.00	3,710.00	1.00	3,710.00	1.90	7,049.00
25	SWPPP	1	JOB		2,500.00		39,709.93		2,300.00
26	TXDOT TRAFFIC CONTROLS	1	JOB		4,500.00		2,932.10		1,725.00
	TOTAL BID				**450,417.50**		**451,609.55**		**488,996.60**
	BID BOND/CASHIER'S CHECK?				BB		BB		BB
	ADDENDUM NO. 1 ACKNOWLEDGED?				Y		Y		Y
	CONDITIONAL OR QUALIFIED BID?				N		N		N

I certify that the foregoing is a true and correct tabulation of all bids received in response to Advertisement for Bids dated December 13, 2009.

Timothy L. Morris, P.E. / Morris Engineers (903) 868-1644


PROPOSED
SEWER
FREEWAY
SAM RAYBURN
SOUTH PLANT
N

1196-U

RELIEF SEWER C

City of Sherman, Texas

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 5457***
Accepting the Contract with Quality Excavation, Ltd. as Complete for Construction of the Sherman U.S. Highway 75 North Waterline Project

Issue
To consider acceptance of the contract with Quality Excavation, Ltd. as complete for construction of the City of Sherman U.S. Highway 75 North Waterline Project

Background
Quality Excavation, Ltd. has completed all work required under their contract with the Greater Texoma Utility Authority to construct the U.S. Highway 75 North Waterline Project for the City of Sherman. The Greater Texoma Utility Authority is requesting that the City of Sherman execute the attached Resolution No. 5458 accepting the project as complete.

Origination
Greater Texoma Utility Authority

Financial Consideration
This project was funded through a Greater Texoma Utility Authority revenue bond issue.

Staff Recommendation
It is recommended that the attached Resolution No. 5458 be approved by the City Council.

Alternatives
As may be directed by the City Council

Attachments
GTUA General Manager's Letter of January 13, 2010
Resolution No. 5457
Project Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

January 13, 2010

Mr. George Olson
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

RE: US Hwy 75 North Waterline – City of Sherman
Quality Excavation, Ltd
Close Out

Dear George:

In February 2009, the Authority awarded a contract to Quality Excavation, Ltd. for installation of waterlines on either side of US Hwy 75 north of Loy Lake Road to FM 691 for the City of Sherman. The contract amount was $1,710,142.50. That work has now been completed and the close out documents have been received from Chris Schmitt with Teague, Nall & Perkins, the consulting engineer. One change order was been received for this contract. The change order reconciled the contract for actual amounts used and decreased the contract by $12,370.00, resulting in a final contract total of $1,697,772.50.

Based on the engineer's recommendation, I would like to request you place this item on your Council's agenda for January 18, 2010 to accept the contract with Quality Excavation, Ltd. as complete.

Sincerely,
Jerry Chapman

Jerry W. Chapman
General Manager

JWC:cc

Attachments

cc: Mark Gibson, City of Sherman

RESOLUTION NO. 5457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH QUALITY EXCAVATION, LTD. AS COMPLETE FOR CONSTRUCTION OF THE SHERMAN U.S. HIGHWAY 75 NORTH WATERLINE PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Quality Excavation, Ltd. for the construction of the Sherman U.S. Highway 75 North Waterline Project; and

WHEREAS, representatives of the Greater Texoma Utility Authority, the City of Sherman, and the project engineer have inspected the Sherman U.S. Highway 75 North Waterline Project and found it to be complete;

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

SECTION 1. That the City of Sherman hereby formally accepts the contracted work of Quality Excavation, Ltd. for construction of the Sherman U.S. Highway 75 North Waterline Project as complete.

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 ________________, 2010.

CITY OF SHERMAN, TEXAS

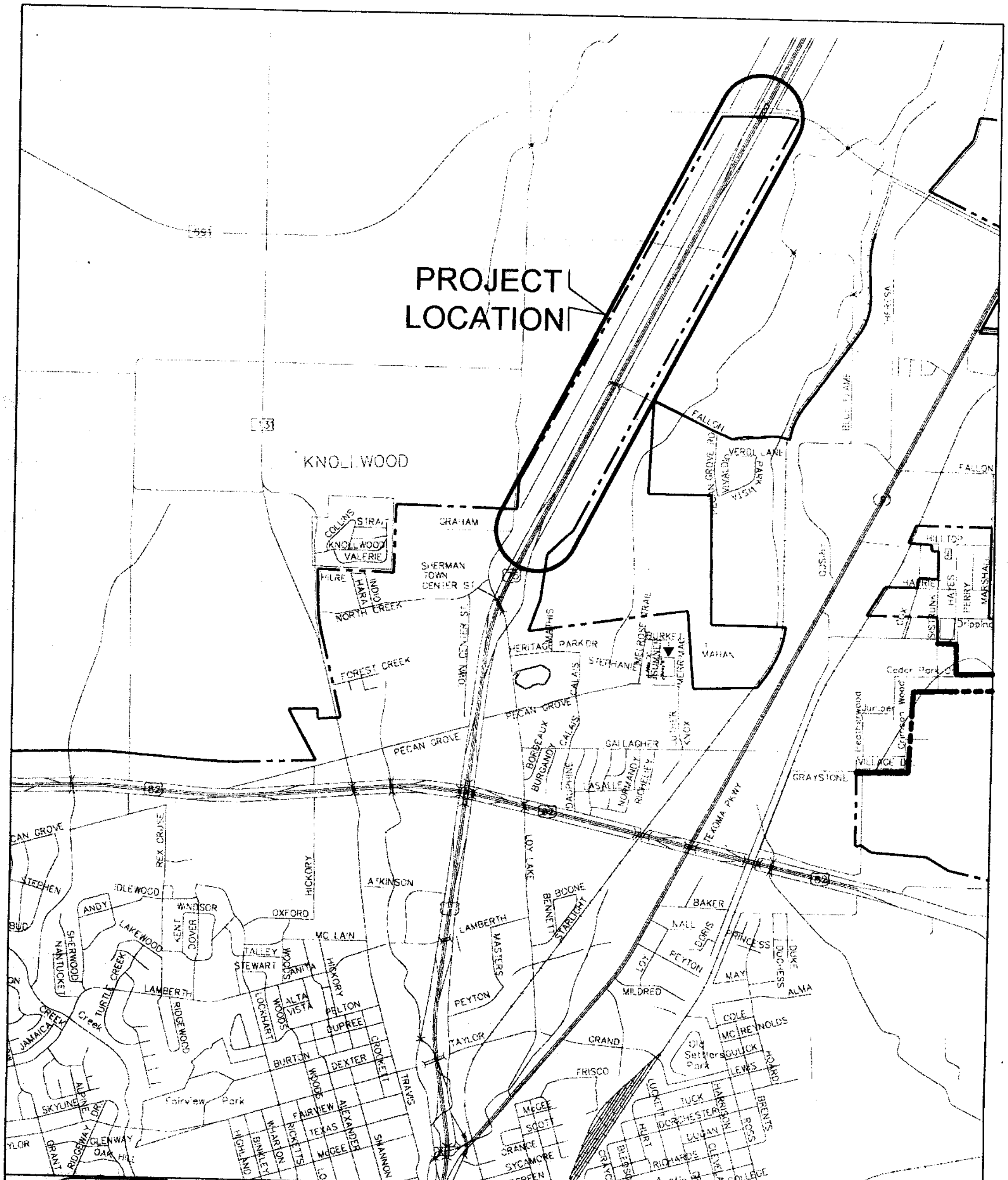
ATTEST:

BY: ______________________________	**BY:** ______________________________
LINDA ASHBY, CITY CLERK	**BILL MAGERS, MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________

BRANDON S. SHELBY,
CITY ATTORNEY



City of Sherman, Texas

U.S. HIGHWAY 75 NORTH

WATER MAIN EXTENSION PROJECT

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
Brents Street Sewer Replacement Project

Issue
Requesting permission to advertise for bids for construction of the Brents Street Sewer Replacement Project

Background
This project will replace an existing sewer in an alley paralleling Brents Street, between College Street and Richards Street. The existing sewer has deteriorated and requires replacement.

Origination
Department of Utilities Administration

Financial Consideration
The project is funded in this year's Capital Improvement Program. Cost of advertising is expected to be about $200.00.

Staff Recommendation
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives
As may be directed by the City Council

Attachments
Location map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

City of Sherman, Texas

BRENTS STREET SEWER REPLACEMENT
(College St to Richards St)

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.2

**** REQUEST TO ADVERTISE***
Pelton Street Water Main Replacement Project

Issue
Requesting permission to advertise for bids for the construction of the Pelton Street Water Main Replacement Project

Background
The existing water main is deteriorated, resulting in frequent breaks and service interruptions. The project will replace an existing six inch (6”) main on Pelton Street, between Travis Street and Ricketts Street.

Origination
Department of Utilities Administration

Financial Consideration
The project is funded in this year’s Capital Improvement Program and the cost of advertising is expected to be less than $200.

Staff Recommendation
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives
As may be directed by the City Council

Attachments
Location map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

City of Sherman, Texas

PELTON ST WATER MAIN REPLACEMENT

(Ricketts St to Travis St)

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.3

**** CHANGE ORDER NO. 1***
U.S. Highway 75 North Waterline Project; $12,370.00, Decrease

Issue
Change Order No. 1 is a final reconciliatory change order to adjust final project quantities for the U.S. Highway 75 North Waterline Project.

Background
The U.S. Highway 75 North Waterline Project has been completed. This project was funded through debt issued by the Greater Texoma Utility Authority on the City's behalf. The change order results in a decrease of $12,370.00 to the contract amount.

Origination
Department of Utility Services
Greater Texoma Utility Authority

Financial Consideration
The change order results in a $12,370.00 decrease in the contract amount, yielding a final contract price of $1,697,772.50.

Staff Recommendation
It is recommended that Change Order No. 1 be approved.

Alternatives
As may be directed by the City Council

Attachments
Change Order No. 1
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

Change Order

No. 1

Date of Issuance: January 8, 2010 Effective Date: January 8, 2010

Project: US 75 Water Line	Owner: Greater Texoma Utility Authority	Owner's Contract No.:
Contract:		Date of Contract: February 9, 2009
Contractor: Quality Excavation, LTD		Engineer's Project No.: SHN07389

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Credit issued to the contract for items not constructed

Attachments (list documents supporting change):
Resolution No. 5304; Final Pay Application from Quality Excavation, LTD

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $1,710,142.50	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): ______ Ready for final payment (days or date): ______
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $______	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial completion (days): ______ Ready for final payment (days): ______
Contract Price prior to this Change Order: $1,710,142.50	Contract Times prior to this Change Order: Substantial completion (days or date): ______ Ready for final payment (days or date): ______
[Decrease] of this Change Order: $12,370.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): ______ Ready for final payment (days or date): ______
Contract Price incorporating this Change Order: $1,697,772.50	Contract Times with all approved Change Orders: Substantial completion (days or date): ______ Ready for final payment (days or date): ______

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature] Engineer (Authorized Signature)	By: ______ Owner (Authorized Signature)	By: [signature] Contractor (Authorized Signature)
Date: 1/12/10	Date: ______	Date: 1/6/10

Approved by Funding Agency (if applicable): ______ Date: ______

Received Time Jan.12. 11:27AM

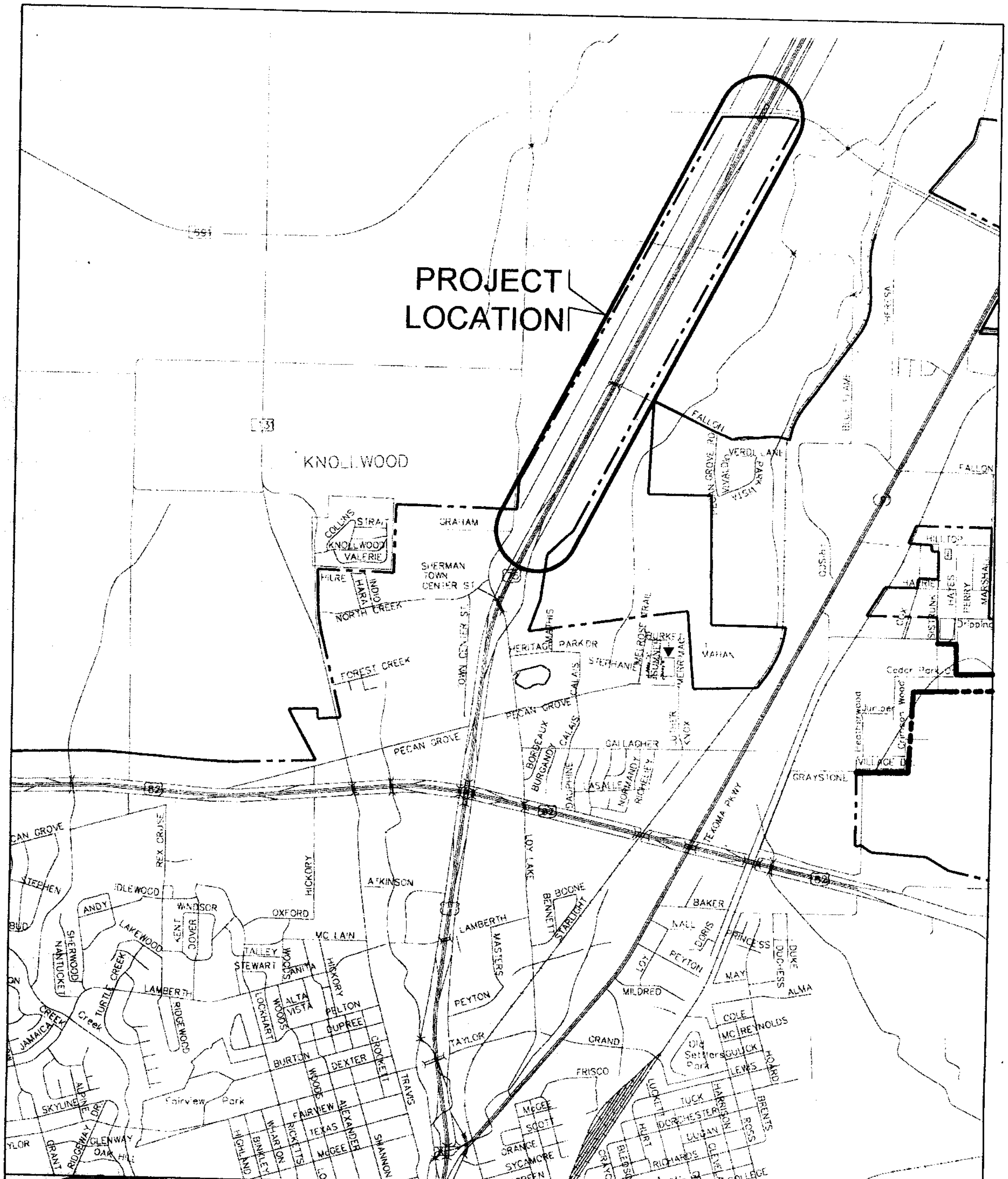
PAY ITEM SCHEDULE

SHERMAN US 75 WATERLINE

Pay Item	Units	Contract Quantity	Revised Contract Quantity	Previous Quantity Completed	Completed this Estimate	Total Quantity Cmpltd	Description of Bid Item	Unit Price	Extended Amount	Original Contract Amount
BASE BID										
1	LF	16763		16763	0	16763	12" PVC CLASS 150 (AWWA C900)	$ 26.00	$ 435,838.00	$ 435,838.00
2	LF	50		50	0	50	8" PVC CLASS 15 (AWWA C900)	$ 24.00	$ 1,200.00	$ 1,200.00
3	LF	4521		4521	0	4521	12" DIP, STD PRESSURE CLASS W/ REST JOINTS	$ 45.00	$ 203,445.00	$ 203,445.00
4	LF	1623		1623	0	1623	12" DIP STD PRESSURE CLASS W/ JOINTS & SPACERS	$ 65.00	$ 105,495.00	$ 105,495.00
5	LF	20		0	20	20	8" DIP STD PRESSURE CLASS W/ REST JOINTS	$ 50.00	$ 1,000.00	$ 1,000.00
6	LF	30		30	0	30	6" DIP STD PRESSURE CLASS W/ REST JOINTS	$ 33.00	$ 990.00	$ 990.00
7	LF	530		530	0	530	BORE AND 24" X 3/8" STEEL CASING	$ 266.00	$ 140,980.00	$ 140,980.00
8	LF	1093		1093	0	1093	OPEN CUT AND 24" X 3/8" STEEL CASING (WATER)	$ 107.00	$ 116,951.00	$ 116,951.00
9	LF	330		330	0	330	OPEN CUT AND 20" X3/8" STEEL CASING (SEWER)	$ 96.00	$ 31,680.00	$ 31,680.00
10	EA	13		13	0	13	DUCTILE IRON FITTINGS 12" 45 DEGREE BEND	$ 1,100.00	$ 14,300.00	$ 14,300.00
11	EA	49		49	0	49	DUCTILE IRON FITTINGS 12" 22 1/2 DEGREE BEND	$ 1,000.00	$ 49,000.00	$ 49,000.00
12	EA	38		38	0	38	DIF 12" 11 1/4 DEGREE BEND	$ 38.00	$ 1,444.00	$ 1,444.00
13	EA	7		7	0	7	DUCTILE IRON FITTINGS 12X8 AND 16X12	$ 1,075.00	$ 7,525.00	$ 7,525.00
14	EA	1		1	0	1	DUCTILE IRON FITTINGS (16X12 ECC REDUCER)	$ 2,250.00	$ 2,250.00	$ 2,250.00
15	EA	2		2	0	2	DIF 12X8 ECC REDUCER	$ 850.00	$ 1,700.00	$ 1,700.00
16	EA	2		2	0	2	CONNECT TO EXST WATER LINE	$ 1,000.00	$ 2,000.00	$ 2,000.00
17	EA	43		43	0	43	12" GATE VALVE & BOX	$ 1,900.00	$ 81,700.00	$ 81,700.00
18	EA	1		1	0	1	8" GATE VALVE & BOX	$ 1,000.00	$ 1,000.00	$ 1,000.00
19	EA	3		3	0	3	FIRE HYDRANT ASSEMBLY	$ 2,650.00	$ 7,950.00	$ 7,950.00
20	EA	16		16	0	16	1" AIR VACUUM AIR RELEASE VALVE	$ 1,800.00	$ 28,800.00	$ 28,800.00
21	EA	14		14	0	14	24" BLOWOFF MANHOLE	$ 3,100.00	$ 43,400.00	$ 43,400.00
22	EA	129		129	0	129	TRENCH CUT-OFF WALL / DAM	$ 185.00	$ 23,865.00	$ 23,865.00
23	LF	5000		3535	1465	5000	REPLACE EXST FENCE	$ 4.00	$ 20,000.00	$ 20,000.00
24	LF	5000		5000	0	5000	R&R EXST FENCE	$ 6.00	$ 30,000.00	$ 30,000.00
25	LF	5000		0	2245	2245	4' T-POST AND WIRE FENCE AT R.O.W.	$ 4.00	$ 8,980.00	$ 20,000.00
26	EA	2		0	1	1	12' ACCESS SWING GATE	$ 1,350.00	$ 1,350.00	$ 2,700.00
27	SF	600		600	0	600	PERM ASPHALT PAVEMENT REPAIR	$ 10.00	$ 6,000.00	$ 6,000.00
28	SF	2020		2020	0	2020	PERM ASPHALT PVMT REPAIR (75 FRONTAGE RD)	$ 20.50	$ 41,410.00	$ 41,410.00
29	SF	610		304	306	610	GRAVEL DRIVE REPAIR	$ 1.00	$ 610.00	$ 610.00
30	CY	400		0	400	400	GABION MATTRESS WITH 8" RIPRAP	$ 73.00	$ 29,200.00	$ 29,200.00
31	LF	21925		21925	0	21925	TRENCH SAFETY	$ 0.10	$ 2,192.50	$ 2,192.50
32	AC	6		6	0	6	CLEAR AND GRUBB 20' EASEMENT	$ 3,220.00	$ 19,320.00	$ 19,320.00
33	LS	1		1	0	1	TRAFFIC CONTROL	$ 12,225.00	$ 12,225.00	$ 12,225.00
34	LS	1		0.5	0.5	1	EROSION CONTROL	$ 34,000.00	$ 34,000.00	$ 34,000.00
							TOTAL BASE BID		$ 1,507,800.50	$1,520,170.50
ALTERNATE B										
1B	LF	81		81	0	81	12" DUCTILE IRON PIPE W/RESTRAINED JOINTS	$ 45.00	$ 3,645.00	$ 3,645.00
2B	LF	530		530	0	530	12" DUCTILE IRON PIPE W/JOINTS AND SPACERS	$ 65.00	$ 34,450.00	$ 34,450.00
3B	LF	473		473	0	473	BORE AND 24" x 3/8" STL. CASING	$ 266.00	$ 125,818.00	$ 125,818.00
4B	LF	57		57	0	57	OPEN CUT AND 24" x 3/8" STL. CASING	$ 107.00	$ 6,099.00	$ 6,099.00
5B	EA	6		6	0	6	12" GATE VALVE WITH VALVE BOX, PAD & MARKER	$ 1,900.00	$ 11,400.00	$ 11,400.00
6B	EA	2		2	0	2	DUCTILE IRON FITTINGS 12" x 12" TEE	$ 2,000.00	$ 4,000.00	$ 4,000.00
7B	EA	2		2	0	2	DUCTILE IRON FITTINGS 12" - 11 1/4 DEGREE BEND	$ 1,200.00	$ 2,400.00	$ 2,400.00
8B	LF	81		81	0	81	TRENCH SAFETY FOR WATER LINE INSTALLATION	$ 10.00	$ 810.00	$ 810.00
9B	EA	1		1	0	1	12' ACCESS SWING GATE	$ 1,350.00	$ 1,350.00	$ 1,350.00
							TOTAL ALTERNATE BID		$ 189,972.00	$ 189,972.00

Original Contract Amount		$ 1,710,142.50
Total Amount Work Done To Date		$ 1,697,772.50
Material on Site		$ -
Gross Amount Due		$ 1,697,772.50
Less Retainage	5%	$ -
Amount Due to Date		$ 1,697,772.50
Less Previous Payments		$ 1,596,733.87
Amount Due this Application		$ 101,038.63
Amount Remaining by Contract		$12,370.00

10/13/2009



City of Sherman, Texas

U.S. HIGHWAY 75 NORTH
WATER MAIN EXTENSION PROJECT

PROJECT LOCATION MAP

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SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.4

OTHER BUSINESS
Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Vice Chairman Rad Richardson and SEDCO President John Boswell

Issue
To receive the Sherman Economic Development Corporation's (SEDCO's) quarterly progress report from Vice Chairman Rad Richardson and President John Boswell

Background
The brief presentation by the SEDCO Board Vice Chairman and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three months. SEDCO's last progress report was presented at the joint meeting of the City Council and SEDCO Board on September 17, 2009.

Origination
City Council

Financial Consideration
None

Attachments
SEDCO's Quarterly Progress Report

Prepared and Approved by:
George Olson, City Manager

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chairman: **Greg Kirkpatrick**
Name of Vice Chairman: **Rad Richardson**

Date of Report to City Council: **January 18, 2010**

1. In simple terms and as briefly as possible, please describe the mission of your board.

The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.

.

2. Please list the top accomplishments of your board within the past quarter. (please limit the list to five or fewer items).

1) The Corporation continues to work closely with Grayson County and the Denison Development Alliance to promote the North Texas Regional Airport. The Board approved a Performance Agreement with Air Safety Flight Academy in August 2009 for the creation of 30 new full-time employees and over $1,000,000 in new investment.
2) The staff continues to meet with existing businesses to discuss development issues and how Sherman can help their business grow.
3) The Board approved a Performance Agreement with Mitch Bluhm and Associates for the creation of 118 new full-time employees.
4) The Board approved a Performance Agreement with Cooper B-Line for the installation of $3.3 million in new manufacturing equipment.

3. What are your plans for this board in the next quarter?

The Board and staff are working with several prospects (new and existing businesses) that will add new investment and jobs to Sherman.

4. How often did this board meet in the last quarter?

The SEDCO Board held three regular scheduled meetings.

5. In what percentage of those meeting was a quorum of board members present?

100%.

6. **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.**

   No.

7. **What other information would your board like to communicate to the City Council? (please be concise in your response).**

   The SEDCO Board looks forward to working with the City on the implementation of the Comprehensive Master Plan.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.5

OTHER BUSINESS

Receive Presentation from David Baca of David Baca Studios on Renovations in Sherman Tax Increment Financing Reinvestment Zone Number Two (TIF-2)

Issue

To receive a presentation on the proposed improvements in the downtown area using Tax Increment Financing (TIF) funds

Background

The staff has been working with David Baca Studios to develop specific plans for the use of TIF-2 funds. Several months ago, the staff presented to the Council a conceptual plan to accomplish the objectives lined out in the TIF-2 project plan. The City has already issued debt for $450,000 to fund these improvements. Baca Studios is finalizing a plan to propose streetscape improvements around the downtown square as well as along Travis Street north of the square. The presentation will demonstrate that the plans developed by Baca Studios, with input and cooperation from City Staff and the Downtown Sherman Preservation and Revitalization group, provide a creative and appealing solution to improve the aesthetics in the downtown area. The staff will come back to the Council at a future meeting to approve contract(s) with vendors for construction of the proposed improvements.

Origination

David Baca Studios

Financial Consideration

Funds in the amount of $450,000 are currently available to finance these proposed improvements.

Staff Recommendation

The staff recommends that the Council authorize the staff to proceed with design plans.

Alternatives

The City Council could suggest alternative improvements to those presented.

Attachments

TIF-2 Financing Plan

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

FINANCING PLAN FOR SHERMAN TAX INCREMENT REFINANCING ZONE #2
AS AMENDED

Estimated Project Costs

Total project costs are estimated at $717,645. This is comprised of $514,200 in project costs and $203,445 in financing costs. Attachment 1 of the Financing Plan shows these costs.

It is possible that Oncor may provide "credits" to offset project costs for installation of the decorative light fixtures and for utility pole replacement in the Zone; however, because of the uncertainty of this revenue source, the effects have not been presented in the financing plan. Any such credits received would be used toward curb and sidewalk improvements.

List of Improvements

Following is a list of the public works and public improvements for the Zone.

- Twenty six (26) 6' park benches
- Twenty six (26) trash receptacles
- Twenty four (24) concrete and brick landscape planters
- Twenty eight (28) Decorative Light Fixtures and Domus Luminaire street lights
- Light pole replacement and fixture replacements
- Curb and sidewalk improvements

Estimated costs and timing of these improvements are reflected in Attachment 1.

Economic Feasibility Study

The improvements are to be financed using a combined pay-as-you-go basis and long-term debt. Specifically, the benches, planters, and trash receptacles will be financed with available cash in 2008 and 2009. The other capital improvements, e.g. light fixtures, light poles and curb and sidewalks, will be financed through debt issued in 2009. The source of revenue for all project costs, including financing costs, will be paid 100% from the tax increment and related interest revenues derived there from. The improvements will be constructed in the following order: 1) benches, trash receptacles, and planters; 2) decorative light fixtures and domus luminaire lights; 3) light pole replacement; and 4) curb and sidewalk improvements.

Attachment 1 and Attachment 2 show the completion of these projects in twenty (20) years, as was originally approved in the Project and Financing Plans.

ATTACHMENT 1

DOWNTOWN SHERMAN TIF

FINANCING PLAN

PROJECT COSTS

Improvements	**Projected Construction Period**	**Quantity**	**Cost**
6' Benches	2008	26	$ 23,400
Trash Receptacles	2008	26	20,800
Planters	2008	24	20,000
Decorative Light Fixtures for square	2009	28	96,600
Light pole replacement and fixtures adjacent to square	2009		260,400
Curb and Sidewalk Improvements	2009		93,000
Total Improvements			514,200
Administration			-
Financing			203,445
Total Project Costs			$ 717,645

NOTE: No receipt of funds from Oncor for light fixture replacements have been projected in the financing plan. Any such funds received as a "credit" from Oncor will be used for additional curb and sidewalk improvements.

ATTACHMENT 2

DOWNTOWN SHERMAN TIF
FINANCING PLAN
ECONOMIC FEASIBILITY

	Tax Year	Tax Revenue	Interest Revenue	PROJECT COSTS Description	PROJECT COSTS Amount	Net Cash
1	2006	$ 25,138	$ -		$ -	$ 25,138
2	2007	$ 32,687	$ 628	Benches, Planters, Trash Receptacles	$ 54,200	$ 4,253
3	2008	$ 33,177	$ 106	Planters	$ 10,000	$ 27,537
4	2009	$ 33,675	$ 688	Debt Service	$ 38,438	$ 23,463
5	2010	$ 34,180	$ 587	Debt Service	$ 38,438	$ 19,791
6	2011	$ 34,693	$ 495	Debt Service	$ 38,438	$ 16,541
7	2012	$ 35,213	$ 414	Debt Service	$ 38,438	$ 13,730
8	2013	$ 35,741	$ 343	Debt Service	$ 38,438	$ 11,376
9	2014	$ 36,278	$ 284	Debt Service	$ 38,438	$ 9,500
10	2015	$ 36,822	$ 238	Debt Service	$ 38,438	$ 8,122
11	2016	$ 37,374	$ 203	Debt Service	$ 38,438	$ 7,261
12	2017	$ 37,935	$ 182	Debt Service	$ 38,438	$ 6,939
13	2018	$ 38,504	$ 173	Debt Service	$ 38,438	$ 7,178
14	2019	$ 39,081	$ 179	Debt Service	$ 38,438	$ 8,001
15	2020	$ 39,667	$ 200	Debt Service	$ 38,438	$ 9,430
16	2021	$ 40,262	$ 236	Debt Service	$ 38,438	$ 11,491
17	2022	$ 40,866	$ 287	Debt Service	$ 38,438	$ 14,206
18	2023	$ 41,479	$ 355	Debt Service	$ 38,438	$ 17,603
19	2024	$ 42,102	$ 440	Debt Service	$ 38,438	$ 21,707
20	2025	$ 42,733	$ 543	Debt Service	$ 38,438	$ 26,544
					$ 717,645	

Debt Assumption: $450,000, 4.5%, 17 years

NOTE: No receipt of funds from Oncor for light fixture replacements have been projected in the financing plan. Any such funds received as a "credit" from Oncor will be used for additional curb and sidewalk improvements.

Method of Financing/Sources of Revenue

Attachment 3 shows the sources of revenue to be 100% City of Sherman tax increment and related interest income received from it. Bonds will be issued in 2009 to provide advance funding of the major capital improvements for the Plan. It is assumed that this debt will be financed over seventeen (17) years, the remaining life of the Zone.

Estimated Captured Value

Attachment 4 shows the estimated captured appraised value of the Zone for each year of its projected existence.

Duration of the Zone

The City of Sherman anticipates that Sherman Tax Increment Reinvestment Financing Zone #2 will terminate twenty (20) years from the date of formation.

ATTACHMENT 3

DOWNTOWN SHERMAN TIF
FINANCING PLAN
REVENUES

	Tax Year	Tax Revenue	Interest Revenue	Annual Revenues	Cumulative Revenues
1	2006	$ 25,138	$ -	$ 25,138	$ 25,138
2	2007	$ 32,687	$ 628	$ 33,315	$ 58,453
3	2008	$ 33,177	$ 106	$ 33,284	$ 91,737
4	2009	$ 33,675	$ 688	$ 34,363	$ 126,100
5	2010	$ 34,180	$ 587	$ 34,767	$ 160,867
6	2011	$ 34,693	$ 495	$ 35,188	$ 196,055
7	2012	$ 35,213	$ 414	$ 35,627	$ 231,681
8	2013	$ 35,741	$ 343	$ 36,085	$ 267,766
9	2014	$ 36,278	$ 284	$ 36,562	$ 304,328
10	2015	$ 36,822	$ 238	$ 37,059	$ 341,387
11	2016	$ 37,374	$ 203	$ 37,577	$ 378,964
12	2017	$ 37,935	$ 182	$ 38,116	$ 417,080
13	2018	$ 38,504	$ 173	$ 38,677	$ 455,757
14	2019	$ 39,081	$ 179	$ 39,261	$ 495,018
15	2020	$ 39,667	$ 200	$ 39,867	$ 534,885
16	2021	$ 40,262	$ 236	$ 40,498	$ 575,384
17	2022	$ 40,866	$ 287	$ 41,154	$ 616,537
18	2023	$ 41,479	$ 355	$ 41,834	$ 658,372
19	2024	$ 42,102	$ 440	$ 42,542	$ 700,913
20	2025	$ 42,733	$ 543	$ 43,276	$ 744,189

ATTACHMENT 4

DOWNTOWN SHERMAN TIF

FINANCING PLAN

CAPTURED VALUES

	Tax Year	Estimated Captured Values
1	2006	$ 6,284,500
2	2007	$ 8,171,750
3	2008	$ 8,294,326
4	2009	$ 8,418,741
5	2010	$ 8,545,022
6	2011	$ 8,673,198
7	2012	$ 8,803,296
8	2013	$ 8,935,345
9	2014	$ 9,069,375
10	2015	$ 9,205,416
11	2016	$ 9,343,497
12	2017	$ 9,483,649
13	2018	$ 9,625,904
14	2019	$ 9,770,293
15	2020	$ 9,916,847
16	2021	$ 10,065,600
17	2022	$ 10,216,584
18	2023	$ 10,369,833
19	2024	$ 10,525,380
20	2025	$ 10,683,261

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.6

**** OTHER BUSINESS***

Final Plat Approval of the Aleman Friendship Addition in the City of Sherman's Extra Territorial Jurisdiction, being 16.3 acres in the Fielding Bacon Survey, Abstract No. 119 and the Jason Stamps Survey, Abstract No. 1115; Eufracio Aleman, Jr., Owner, and Underwood Drafting & Surveying, Surveyors (700 Block of North Friendship Road)

Issue

To consider Final Plat approval of the Aleman Friendship Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 16.3 acres in the Fielding Bacon Survey, Abstract No. 119 and the Jason Stamps Survey, Abstract No. 1115

Background

The property is located in the 700 Block of North Friendship Road in the City of Sherman's ETJ. The owner would like to plat the property into one lot for residential development.

Origination

Eufracio Aleman, Jr. (Owner), and Underwood Drafting & Surveying (Surveyors)

Board Recommendation

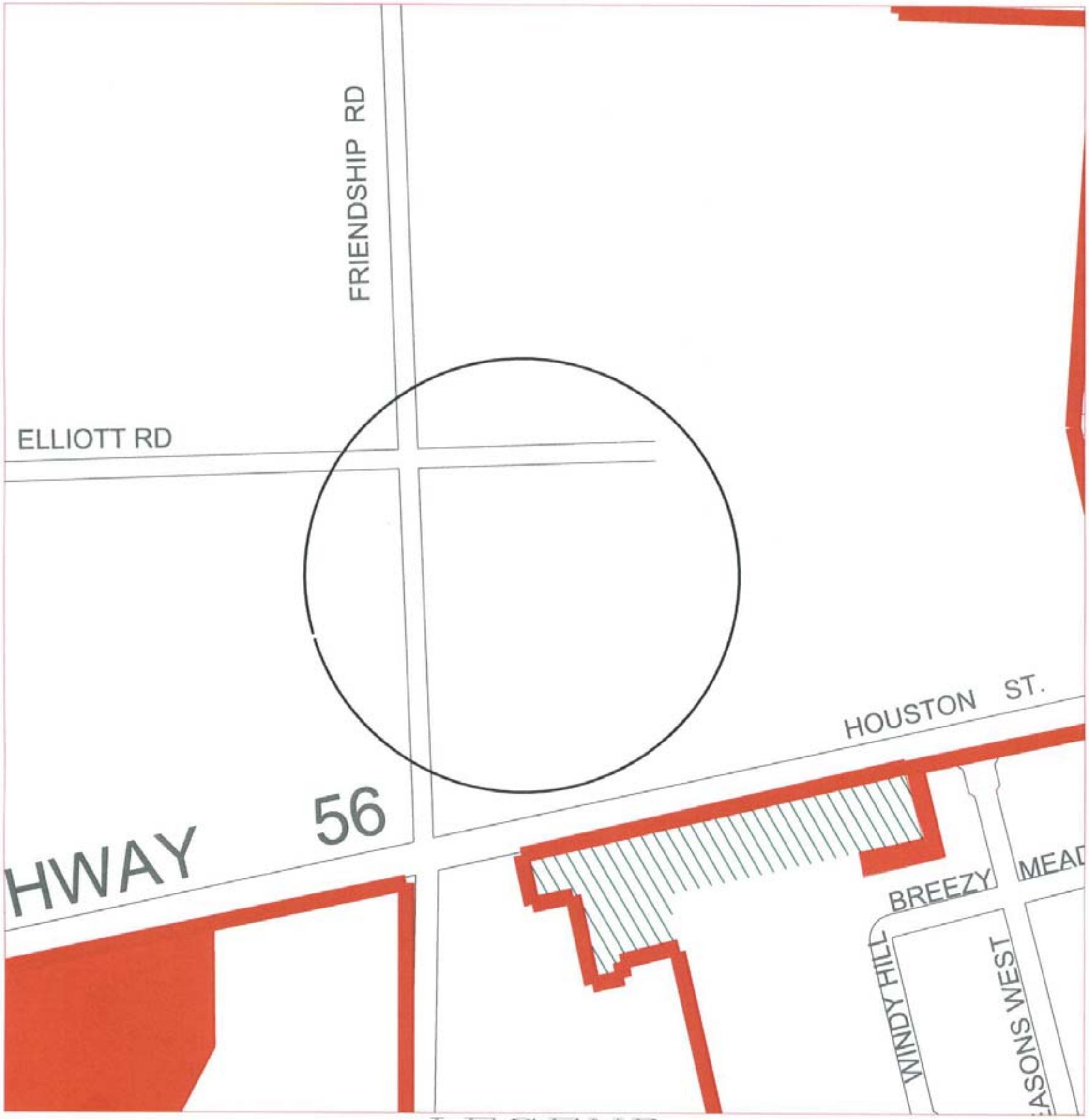
At the December 22, 2009 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

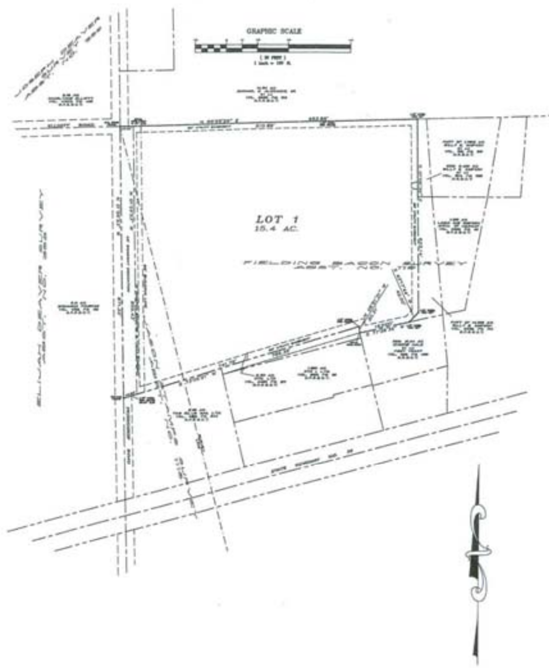
R-A	SINGLE FAMILY AGRICULTURAL DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT
R-1	ONE FAMILY RESIDENTIAL DISTRICT
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT
C-1	RETAIL BUSINESS DISTRICT
C-2	GENERAL COMMERCIAL DISTRICT
CO	OFFICE DISTRICT
M-1	LIGHT MANUFACTURING DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT
M-2	HEAVY MANUFACTURING DISTRICT
M H	MANUFACTURED HOUSING DISTRICT
	BLALOCK INDUSTRIAL PARK
O-1	OVERLAY DISTRICT - 75 & 82
O-1.1	OVERLAY DISTRICT - 1417
O-1.2	OVERLAY DISTRICT -SAM RAYBURN FREEWAY
CPO	COLLEGE PARK OVERLAY
A&C	ARTS & CULTURAL OVERLAY DISTRICT
CBD	CENTRAL BUSINESS DISTRICT

700 BLOCK N. FRIENDSHIP ROAD

Department of Developmental Services

N


FRIENDSHIP
ELLIOTT
ST HWY 56
N
0
85
170
340
510
680
Feet



VICINITY MAP

ALEMAN FRIENDSHIP ADDITION

TO

GRAYSON COUNTY, TEXAS

18.2 ACRES
OUT OF THE
FIELDING BACON SURVEY
ABST. NO. 119
AND THE
JASON STAMPS SURVEY
ABST. NO. 1115

10-22-08

OWNER
EUFRACIO ALEMAN, JR.
325 HIDDEN VALLEY TRAIL
SHERMAN, TEXAS 75090

SURVEYOR
JAMES R. MARET
R.P.L.S. NO. 5433
UNDERWOOD DRAFTING & SURVEYING
3404 INTERURBAN ROAD
DENISON TEXAS, 75021

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2181

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

December 22, 2009

Jason Sofey, Chairman

700 Block of North Friendship Road (ETJ)
Being 16.3 acres in the Fielding Bacon Survey, Abstract No. 119
and the Jason Stamps Survey, Abstract No. 1115
Final Plat

Requested Action/Proposed Use:
Final Plat approval of Aleman Friendship Addition, a 16.3 acre addition in the City of Sherman's extra territorial jurisdiction (ETJ)

Background
The property is located on the east side of Friendship Road at the intersection with Elliott Road. The owner would like to plat the property into 1 lot.

Origination:
Eufracio Aleman, Jr. (Owner) and Underwood Drafting & Surveying (Surveyors)

Attachments:
Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

STAFF REVIEW LETTER

December 8, 2009

Eufracio Aleman, Jr.
1921 N. Woods
Sherman, Texas 75092

Dear Applicants,

The request for approval of a Final Plat of the Aleman Friendship Addition concerning the property located in the 700 Block of North Friendship Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 22, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Grayson County septic requirements to be followed.
2. Drive approaches are to be to City standards.
3. Detention in accordance with City criteria is required at time of development.
4. Original tax certificates shall be furnished for the purpose of recording the plat.
5. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire).
6. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Grayson County Comments.

1. A letter from the electric utility stating that service is available to this lot and giving a date of availability.
2. A final plat application form and a $555.00 final plat review fee shall be paid to Grayson County.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering & Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc:

George Olson, City Manager
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator
Underwood Drafting & Surveying, 3404 Interurban Rd., Denison, TX 75021
Scott Shadden, Director of Development Services
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.072 **Deliberations Regarding Real Property:**

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

(i) Blalock Fire Station in the 100 Block of Highway 1417 East

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. F.1

OPEN MEETING
Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-18-2010

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2010
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	**3**	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	**7**	8	9	10	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	28	29	30			

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	**6**	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	**7**	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	29	30		

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	29	30	31	

01/04/10 - January 4th Council meeting cancelled - holiday schedules
01/18/10 - M.L.K., Jr. Birthday / Regular Council Meeting
02/15/10 - Washington's Birthday / Regular Council Meeting
07/05/10 - Independence Day - Called Council Meeting on 07/06/10
09/06/10 - Labor Day / Called Council Meeting on 09/07/10