

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 2, 2013
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR CAROLYN S. WACKER**
- A. 3. INVOCATION BY MAYOR CAROLYN S. WACKER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 18, 2013**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5804**
Providing for Permanent "Stop" Signs at the Intersections of Charles Street and Turley Street, and Charles Street and Rosedale Street within the City Limits of the City of Sherman;
Providing for a Penalty Provision
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5805**
Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications

Close Public Hearing and Consider Adoption of Ordinances

- B. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5804 and 5805
- B. 4. 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. 5829

Supporting the Nomination and Confirmation of a Federal Judicial Nominee for the Sherman Division of the Eastern District of Texas Sitting at Sherman, Texas, with Strong Preference Being Given to a Nominee Residing in Grayson County, Texas

C. 2. * RESOLUTION NO. 5830

Awarding a Bid to and Authorizing Execution of a Contract with Jerry Paul Higgins, Ltd. for Installation of Nine Water Meters at Pump Stations throughout the City

C. 3. * RESOLUTION NO. 5831

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E., DBA Morris Engineers for the South Sherman Relief Sewer Project

C. 4. * RESOLUTION NO. 5832

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E., DBA Morris Engineers for the Eastside Outfall Return Sewer Project

Change Orders

D. 1. CHANGE ORDER NO. 1

2010-2013 Biosolids Project; Renda Environmental, Inc.; \$455,840.00, Increase

Payment Approvals

E. 1. PAYMENT APPROVAL

Authorizing Payment of the City of Sherman's Water System Fee to the Texas Commission on Environmental Quality

E. 2. PAYMENT APPROVAL

Authorizing Payment of the City of Sherman's Wastewater System Fee to the Texas Commission on Environmental Quality

Other Business

F. 1. OTHER BUSINESS

Receive the Sherman Chamber of Commerce's Presentation on the Sherman Christmas Parade and Snowflake Festival on December 6, 2013

F. 2. OTHER BUSINESS

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2014 Martin Luther King, Jr. Parade on Saturday, January 18, 2014, with a rainout date of Monday, January 20, 2014

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Section 551.071 Consultation with City Attorney concerning Pending or Contemplated Litigation:
(a) Receive the City Attorney's Briefing on Pending or Contemplated Litigation

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on November 27, 2013 at 12:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 27th day of November, 2013
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

Robert G. Softly

Council Members

Ryan Johnson, Council-At-Large, PL #1

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

Lawrence Davis, Council – District #1

Robert G. Softly, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. 4.

Meeting Date: 12/02/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 18, 2013

Attachments

November 18, 2013

Election Table - Canvass

Election Table

Report from Grayson County

STATE OF TEXAS

§

November 18, 2013

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 November 18, 2013.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR PAM HOWETH.
COUNCIL MEMBERS JOHNSON, PLYLER, SMITH, SOFEY,
SOFTLY.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 4, 2013. Deputy Mayor Howeth moved to approve the Minutes as presented; Second by Council Member Smith. All present voted AYE. MOTION CARRIED.

APPROVE MINUTES

DECLARE RESULTS OF NOVEMBER 5, 2013 REGULAR MUNICIPAL ELECTION

CANVASS OF ELECTION RETURNS

Mayor Wacker canvassed the Election returns of the November 5, 2013 Regular Municipal Election by asking Council Member Smith to read the number of early votes, Election Day votes, and total votes received for each candidate.

CANVASS OF
ELECTION RETURNS

The detail of the Election returns are maintained in the permanent record file entitled "Elections" in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

Mayor Wacker asked for a motion accepting Resolution 5827, declaring the official results of the November 5, 2013 Regular Municipal Election.

RESOLUTION NO. 5827 - DECLARING THE RESULTS OF THE NOVEMBER 5, 2013 REGULAR MUNICIPAL ELECTION HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 5, 2013 REGULAR MUNICIPAL ELECTION HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

RES 5827
DECLARING
ELECTION RESULTS

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution

COUNCIL MINUTES – NOVEMBER 18, 2013

No. 5827, as presented. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Mayor Wacker presented Deputy Mayor Pam Howeth and Council Member Joe Smith with plaques, thanking them for their service on the City Council.

She recognized Council Member Smith for some key ordinances that have made Sherman a safer place to live, and Deputy Mayor Howeth for her work in helping Sherman look better and for serving as a role model in the classroom for her students. She thanked both Council Members for their service to the citizens of Sherman.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Council Member, District 1 Lawrence Davis
Council Member, District 3 Tom Watt

A Certificate of Election was presented to each of the newly sworn-in Council Members. The new members were seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor Cary Wacker.

Council Members Davis, Johnson,
Plyler, Sofey, Softly, Watt.

MEMBERS ABSENT: None.

COUNCIL ELECTION OF DEPUTY MAYOR

Mayor Wacker asked for nominations for the Office of the Deputy Mayor.

ACTION TAKEN.

Motion by Council Member Sofey to nominate Council Member Robert Softly to serve as Deputy Mayor, for a term from November 18, 2013 to November 4, 2014.

Second by Council Member Plyler.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

**RECOGNITION OF
OUTGOING
COUNCIL MEMBERS**

OATH OF OFFICE

**DEPUTY MAYOR
ELECTION**

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5826 – ABANDONING A PORTION OF A SANITARY SEWER EASEMENT CROSSING LOT 1 IN BLOCK 2 OF INDEPENDENCE SQUARE ADDITION SECTION THREE AS FULLY DESCRIBED IN VOLUME 865, PAGE 640 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF A SANITARY SEWER EASEMENT CROSSING LOT 1 IN BLOCK 2 OF THE INDEPENDENCE SQUARE ADDITION SECTION THREE AS FULLY DESCRIBED IN VOLUME 865, PAGE 640 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS. CONSENT AGENDA.

RES 5826
ABANDONING A
SANITARY SEWER
EASEMENT
(INDEPENDENCE
SQUARE ADDITION)

RESOLUTION NO. 5828 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION AND ELECTRICAL UPGRADE IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION AND ELECTRICAL UPGRADE IMPROVEMENTS. CONSENT AGENDA.

RES 5828
WWTP HEADWORKS
LIFT STATION

OTHER BUSINESS

RECOGNITION OF CITY OF SHERMAN AWARD: "CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING"

Mayor Wacker explained that the City participates each year in submitting Sherman's financial reporting to the Government Finance Officers Association. For the 26th consecutive year, Sherman has received the "Certificate of Achievement for Excellence in Financial Reporting."

CERTIFICATE OF
ACHIEVEMENT FOR
EXCELLENCE IN
FINANCIAL
REPORTING

Mayor Wacker presented the award to Mary Lawrence, Controller, in recognition of the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2012. She congratulated Mrs. Lawrence and the financial staff for their outstanding work.

Mrs. Lawrence thanked George Olson, City Manager, and Robby Hefton, Assistant City Manager/CFO, for their leadership and hard work.

CONSIDER REQUEST OF NEXT MEDIA RADIO GROUPS 93.1 KATY COUNTRY, 92.5 KLAK AND 102.5 MADROCK TO TEMPORARILY CLOSE CERTAIN STREETS FOR A 5K RADIO RUN ON SATURDAY, MARCH 29, 2014

The City Council approved the request of Next Media Radio Groups 93.1 Katy Country, 97.5 KLAK and 102.5 MADROCK, to temporarily close certain streets for a 5K Radio Run on Saturday, March 29, 2014, to benefit the Boys and Girls Clubs of Grayson and Collin Counties.

CLOSE STREETS
FOR 5K RADIO RUN

COUNCIL MINUTES – NOVEMBER 18, 2013

The event will require traffic control assistance, barricades, and cones from the City of Sherman. Barricade placement and removal and police support will also be provided by the City.

CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 6 & 7 OF THE PARK PLAZA ADDITION, CONTAINING 4.70 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; WALT DeRONDE, OWNER; GREG EDWARDS ENGINEERING SERVICES, INC., ENGINEER; AND COX LAND SURVEYING COMPANY, SURVEYORS (1800-1900 BLOCKS OF SOUTH FM 1417/HERITAGE PARKWAY)

The City Council approved the Replat of Lots 6 and 7 of the Park Plaza Addition, containing 4.70 acres in the Elizabeth Jones Survey, Abstract No. 625, located in the 1800 to 1900 blocks of South FM 1417/Heritage Parkway.

The owner would like to replat the property into three lots for commercial development. The Planning and Zoning Commission recommended approval of the replat, subject to the Staff Review Letter.

CONSENT AGENDA.

SITE PLAN APPROVAL AND EXCEPTIONS FOR SHERMAN ECONOMIC DEVELOPMENT CORPORATION, OWNERS; W.T. BROGDON, SOUTHEASTERN FREIGHT LINES, INC., APPLICANT/TENANT; DAVID MOLLENKOPF, ARCHITECT; SCHWOB BUILDING COMPANY, LTD, CONTRACTOR; WIER & ASSOCIATES, INC., ENGINEERS/LAND PLANNERS; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYORS; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTIONS 410(2)(J), 410(2)(M), 410(2)(I), 410(2)(L) AND 410(2)(G)(1) TO ALLOW ARCHITECTURAL PANELS WITH THE CONDITION THE METAL PANELS HAVE A STUCCO FINISH IN LIEU OF MASONRY OR FACTORY FINISHED METAL PANELS; OVERHEAD DOORS, LOADING DOCKS AND TRACTOR AND DOLLY PARKING FACING NORTHGATE DRIVE, A CHAIN LINK FENCE ON THE PROPERTY LINE IN LIEU OF 100' SETBACK REQUIRED ON THE WEST SIDE; A CHAIN LINK FENCE ON THE PROPERTY LINE IN LIEU OF 55.7' SETBACK REQUIRED ON THE NORTH SIDE; AND A 74' FRONT LAWN, LANDSCAPE AND GREEN AREA IN LIEU OF 100' REQUIRED IN THE BLALOCK INDUSTRIAL PARK DISTRICT FOR SOUTHEASTERN FREIGHT LINES, INC. AT 3209 NORTHGATE DRIVE

Micah Davenport, Chief Estimator, Schwob Building Company, Ltd, 2349 Glenda Lane, Dallas, Texas

Mr. Davenport appeared to represent the request of Southeastern Freight Lines, Inc., for Site Plan approval and Exceptions for their proposed facility located at 3209 Northgate Drive.

The item was heard by the Planning and Zoning Commission, who placed some qualifications on the

APPROVE REPLAT
PARK PLAZA
ADDITION

APPROVE SITE PLAN
SOUTHEASTERN
FREIGHT LINES
(3209 NORTHGATE)

request, concerning the architectural finishes on the panels. The approval was contingent on the company providing examples of the panels.

Council Member Sofey asked what the cost difference would be between the textured panels and the EFIS (exterior building finish system) panels. Mr. Davenport said the difference is about \$4 per square foot on the surface area.

Council Member Plyler asked how long the warranty would be for the panels. Mr. Davenport said there is a standard 20 year colorfast warranty.

Mayor Wacker added that the proposed facility will be a nice addition to the Progress Park industrial area.

FINAL PLAT APPROVAL OF NORTHGATE BUSINESS PARK, PHASE TWO, BEING 14.335 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; SHERMAN ECONOMIC DEVELOPMENT CORPORATION, OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYORS (3209 NORTHGATE DRIVE)

Frank Gadek, Sherman Economic Development Corporation, presented the request for final plat approval of the Northgate Business Park, Phase Two. This will allow Southeastern Freight to build their facility and will allow for an approximate 300 foot extension of Northgate Drive, including the utilities and curb and gutter.

APPROVE FINAL PLAT
NORTHGATE
BUSINESS PARK,
PHASE TWO
(3207 NORTHGATE)

ACTION TAKEN.

Motion by Council Member Sofey to approve the Site Plan and Exceptions for the Sherman Economic Development Corporation for Southeastern Freight Lines, Inc. at 3209 Northgate Drive and the Final Plat of Northgate Business Park, Phase Two, at 3209 Northgate Drive, as presented. Second by Deputy Mayor Softly.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONTINUE THE REPAIR AND REWORKING OF THREE CITY WATER WELLS UNDER AN EMERGENCY DESIGNATION

Mark Gibson, Director of Utilities, said the City recently had three water wells inspected for repairs. One well was over 60 years old and the other two were almost 50 years old. Two of the wells did not have a bottom pump ball assembly attached. There were also some screen plugging problems and some inflow problems.

He asked the City Council to continue these existing projects on an emergency basis. On January 13, 2014, the pipeline from the Water Treatment Plant to the Lake Texoma Pump Station will be down for two weeks to construct a crossing under a railroad track between Potttsboro and Denison. During that time, the City will be completely dependent on well water.

WATER WELL
REPAIRS

Hopefully, with the emergency designation, at least one of the wells will be repaired and functioning. If possible, they would like to have all three running.

Another reason for the emergency designation is warranty issues. One contractor has pulled all the well components out of the well. They also have a geologist's report that has made recommendations about how to repair the well. If the work is bid, there will be a "time problem" and the work will not be done as quickly as needed. Also if another contractor wins the bid for repair of the wells, the original contractor will not want to honor the warranties.

Mr. Gibson said a third issue is the resolution of any future problems with the well. If one contractor completes one part and another contractor completes a different part, if there is a problem later on, it will be hard to get the issue resolved.

He added that there is a Capital Improvement Project for \$625,000, which funds well repairs. The money already spent on the project and the additional money required to remove the pumps should be under that budgeted amount. Any additional work would require a change order, which would be presented to the City Council for approval at that time.

Council Member Plyler asked Mr. Gibson if he was comfortable with the pricing and felt it was a good value for the City. Mr. Gibson said the proposal was a unit price proposal and he felt it was a good price. The staff will monitor the project and only pay for work done.

ACTION TAKEN.

Motion by Council Member Plyler to continue the repair and reworking of three City water wells under an Emergency Designation, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizens requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

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

PARKS AND RECREATION ADVISORY BOARD (3)

ACTION TAKEN.

Motion by Council Member Sofey to reappoint Michael Gillum to the Parks and Recreation Advisory Board for a term from October 4, 2013 to October 4, 2015; to reappoint John Murphy for a term from October 6, 2013 to October 6, 2015; and to reappoint Trent Bass for a

**PARKS &
RECREATION
BOARD**

COUNCIL MINUTES – NOVEMBER 18, 2013

term from November 8, 2013 to November 8, 2015.

Second by Deputy Mayor Softly.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

HISTORICAL PRESERVATION BOARD

ACTION TAKEN.

Motion by Council Member Sofey to appoint Jim Jacobs and Ivert Mayhugh to the Historical Preservation Board for a term from November 19, 2013 to November 19, 2017. Second by Council Member Plyler.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

**HISTORICAL
PRESERVATION
BOARD**

COUNCIL AUDIT COMMITTEE (3)

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #1 (3)

TAX INCREMENT FINANCING BOARD #2 (3)

TAX INCREMENT FINANCING BOARD #3 (3)

Mayor Wacker read a list of proposed appointments to the various boards and commissions.

**APPOINTMENT TO
VARIOUS COUNCIL
BOARDS**

ACTION TAKEN.

Motion by Council Member Johnson to appoint Robert Softly, Ryan Johnson, and Lawrence Davis to the Council Audit Committee; Jason Sofey and Tom Watt to the Investment Committee; David Plyler and Ryan Johnson to the Tax Reinvestment Committee; and Cary Wacker, David Plyler, and Lawrence Davis to the Tax Increment Financing Boards #1, #2 and #3; for terms from November 19, 2013 to November 2014. Second by Council Member Plyler.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

FINANCE DEPARTMENT AWARD

Council Member Plyler congratulated Mr. Hefton and his entire financial team for the "Certificate of Achievement for Excellence in Financial Reporting." He said they do a great job and he appreciated the effort.

**FINANCE DEPT.
AWARD**

FINANCE DEPARTMENT AWARD

Council Member Johnson also offered congratulations to all departments involved in the financial process. They do an outstanding job and he recognized them for their recent achievement.

**FINANCE DEPT.
AWARD**

WELCOME NEW COUNCIL MEMBERS

Council Member Johnson welcomed new Council Members Tom Watt and Lawrence Davis to the City Council, saying he looked forward to serving with them.

**WELCOME NEW
COUNCIL MEMBERS**

HAPPY THANKSGIVING

Council Member Johnson wished everyone a happy and safe Thanksgiving.

HAPPY THANKSGIVING

FINANCE DEPARTMENT AWARD

Council Member Davis commended the financial staff on their award adding that it was comforting to know that Sherman's finances are being carefully watched over and are in good shape.

FINANCE DEPT.
AWARD

EXCITED TO SERVE ON CITY COUNCIL

Council Member Davis said he is excited to be elected to serve on the City Council and is anxious to learn and work with the Mayor and City Council.

EXCITED TO SERVE
ON CITY COUNCIL

FINANCE DEPARTMENT AWARD

Deputy Mayor Softly thanked the Finance Department for taking care of the books and keeping the City on a good plan.

FINANCE DEPT.
AWARD

SERVICE AS DEPUTY MAYOR

Deputy Mayor Softly thanked the City Council for electing him Deputy Mayor.

SERVICE AS
DEPUTY MAYOR

WELCOME NEW COUNCIL MEMBERS

Council Member Sofey congratulated the new Council Members and commented on their willingness to serve. He wished them good luck.

WELCOME NEW
COUNCIL MEMBERS

EXCITED TO SERVE ON CITY COUNCIL

Council Member Watt said this was different because he was used to sitting in the audience. He said he looked forward to working with the staff again.

EXCITED TO SERVE
ON CITY COUNCIL

ANNOUNCEMENTS

Mayor Wacker announced the following:

- Applications are being accepted through Saturday, November 30, 2013, for the 2014 Tourism Grant Program. Interested organizations should contact the City's Tourism Department for information.
- There will be no commercial or residential solid waste or recycling service on Thanksgiving Day. The Thursday collection will move to Wednesday and there is no change in the Friday collection.

ANNOUNCEMENTS

CITY COUNCIL SERVICE

Mayor Wacker thanked the City Council Members that have been serving and for those new members. It is a privilege to be here and is such an important part of American life. We have citizens willing to step in and learn what they need to do, and provide leadership to the Community. It takes everyone working together to make the Community work.

CITY COUNCIL
SERVICE

COUNCIL MINUTES – NOVEMBER 18, 2013

HAPPY THANKSGIVING

Mayor Wacker wished everyone a safe and happy Thanksgiving.

HAPPY THANKSGIVING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:27 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 5, 2013 Registered Voters 19,858 City Ballots Cast 1,580 Percentage Voted 8 .0%

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	TOTAL
Early Ballots Cast	88	35	0	0	0	0	29	180	0	121	0	12	1	194	660
Reg. Ballots Cast	138	52	0	0	0	0	58	182	0	191	2	19	0	277	919
Total Ballots Cast	226	87	0	0	0	0	87	362	1	312	2	31	1	471	1,580
Registered Voters	3,768	2,484	0	0	0	0	1,466	4,833	28	2,783	1	489	13	3,993	19,858
% of registered voters casting ballots by precinct	6.0%	3.5%	0	0	0	0	5.9%	7.5%	3.6%	11.2%	100%	6.3%	7.7%	11.8%	8.0%

Voter Statistics

Races	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 1			
Lawrence Davis	296	383	679
Steve Ingram	250	356	606
Council Member, District 3			
Tom Watt	420	576	996
Jim Travis	160	222	382

Prepared by Linda Ashby, City Clerk, Sherman, Texas

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 5, 2013 Registered Voters 19,858 City Ballots Cast 1,580 Percentage Voted 8.0 %

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	TOTAL
Early Ballots Cast	88	35	0	0	0	0	29	180	0	121	0	12	1	194	660
Reg. Ballots Cast	138	52	0	0	0	0	58	182	0	191	2	19	0	277	919
Total Ballots Cast	226	87	0	0	0	0	87	362	1	312	2	31	1	471	1,580
Registered Voters	3,768	2,484	0	0	0	0	1,466	4,833	28	2,783	1	489	13	3,993	19,858
% of registered voters casting ballots by precinct	6.0%	3.5%	0	0	0	0	5.9%	7.5%	3.6%	11.2%	100%	6.3%	7.7%	11.8%	8.0%

Voter Statistics by Polling Places

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 1																	
Lawrence Davis	75	32	0	0	0	0	43	154	0	163	0	13	1	198	296	383	679
Steve Ingram	100	32	0	0	0	0	29	136	0	105	2	6	0	196	250	356	606
Council Member, District 3																	
Tom Watt	144	56	0	0	0	0	56	224	0	210	1	17	1	287	420	576	996
Jim Travis	51	18	0	0	0	0	19	86	0	72	1	6	0	129	160	222	382

Prepared by Linda Ashby, City Clerk, Sherman, Texas

SUMMARY REPT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/13/13 10:35 AM

REPORT-EL45A PAGE 001

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	679	52.84	35	261	383	0	0
Steve Ingram	606	47.16	41	209	356	0	0
Over Votes	0		0	0	0	0	0
Under Votes	295		14	100	181	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	996	72.28	64	356	576	0	0
Jim Travis	382	27.72	16	144	222	0	0
Over Votes	0		0	0	0	0	0
Under Votes	202		10	70	122	0	0

PREC REPORT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0001-01

0001 PRECINCT 101

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	75	42.86	3	25	47	0	0
Steve Ingram	100	57.14	5	35	60	0	0
Over Votes	0		0	0	0	0	0
Under Votes	51		6	14	31	0	0

Council Member, District 3 CITY OF SHERMAN

VOTE FOR 1							
Tom Watt.	144	73.85	9	47	88	0	0
Jim Travis	51	26.15	1	19	31	0	0
Over Votes	0		0	0	0	0	0
Under Votes	31		4	8	19	0	0

PREC REPORT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0002-01

0002 PRECINCT 102

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	32	50.00	3	9	20	0	0
Steve Ingram	32	50.00	0	13	19	0	0
Over Votes	0		0	0	0	0	0
Under Votes	23		0	10	13	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	56	75.68	2	15	39	0	0
Jim Travis	18	24.32	0	9	9	0	0
Over Votes	0		0	0	0	0	0
Under Votes	13		1	8	4	0	0

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0019-01

0019 PRECINCT 301

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	43	59.72	3	15	25	0	0
Steve Ingram	29	40.28	6	2	21	0	0
Over Votes	0		0	0	0	0	0
Under Votes	15		1	2	12	0	0

Council Member, District 3 CITY OF SHERMAN

VOTE FOR 1							
Tom Watt.	56	74.67	5	14	37	0	0
Jim Travis	19	25.33	3	4	12	0	0
Over Votes	0		0	0	0	0	0
Under Votes	12		2	1	9	0	0

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0020-01

0020 PRECINCT 302

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	154	53.10	9	71	74	0	0
Steve Ingram	136	46.90	11	55	70	0	0
Over Votes	0		0	0	0	0	0
Under Votes	72		1	33	38	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	224	72.26	13	99	112	0	0
Jim Travis	86	27.74	8	37	41	0	0
Over Votes	0		0	0	0	0	0
Under Votes	52		0	23	29	0	0

PREC REPORT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0021-01

0021 PRECINCT 303

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	0		0	0	0	0	0
Steve Ingram	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	1		0	0	1	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	0		0	0	0	0	0
Jim Travis	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	1		0	0	1	0	0

PREC REPORT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0022-01

0022 PRECINCT 304

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	163	60.82	2	58	103	0	0
Steve Ingram	105	39.18	4	38	63	0	0
Over Votes	0		0	0	0	0	0
Under Votes	44		5	14	25	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	210	74.47	9	73	128	0	0
Jim Travis	72	25.53	0	31	41	0	0
Over Votes	0		0	0	0	0	0
Under Votes	30		2	6	22	0	0

PREC REPORT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0023-01

0023 PRECINCT 305

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	0		0	0	0	0	0
Steve Ingram	2	100.00	0	0	2	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	1	50.00	0	0	1	0	0
Jim Travis	1	50.00	0	0	1	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0032-01

0032 PRECINCT 405

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	13	68.42	0	6	7	0	0
Steve Ingram	6	31.58	0	3	3	0	0
Over Votes	0		0	0	0	0	0
Under Votes	12		0	3	9	0	0

Council Member, District 3 CITY OF SHERMAN

VOTE FOR 1							
Tom Watt.	17	73.91	0	6	11	0	0
Jim Travis	6	26.09	0	2	4	0	0
Over Votes	0		0	0	0	0	0
Under Votes	8		0	4	4	0	0

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0035-01

0035 PRECINCT 408

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	1	100.00	0	1	0	0	0
Steve Ingram	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	1	100.00	0	1	0	0	0
Jim Travis	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

PREC REPORT-GROUP DETAIL

CONST AMEND/CITY OF SHERMAN EL
GRAYSON COUNTY, TEXAS
NOVEMBER 5, 2013

OFFICIAL

RUN DATE:11/12/13 04:37 PM

REPORT-EL30A PAGE 0036-01

0036 PRECINCT 409

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Council Member, District 1 CITY OF SHERMAN							
VOTE FOR 1							
Lawrence Davis.	198	50.25	15	76	107	0	0
Steve Ingram	196	49.75	15	63	118	0	0
Over Votes	0		0	0	0	0	0
Under Votes	77		1	24	52	0	0
Council Member, District 3 CITY OF SHERMAN							
VOTE FOR 1							
Tom Watt.	287	68.99	26	101	160	0	0
Jim Travis	129	31.01	4	42	83	0	0
Over Votes	0		0	0	0	0	0
Under Votes	55		1	20	34	0	0



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 12/02/2013

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

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5804

Providing for Permanent "Stop" Signs at the Intersections of Charles Street and Turley Street, and Charles Street and Rosedale Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue:

To consider introducing, seeking public input, and adopting an ordinance providing for permanent "Stop" signs at the intersections of Charles Street and Turley Street and Charles Street and Rosedale Street

Background:

Staff received a citizen request for the "Stop" signs and evaluated the request based on the criteria set forth by the Texas Manual of Uniform Traffic Control Devices. The signs have been up for approximately a 90-day trial period with no complaints or issues noted.

Origination:

Citizen request and City Engineer

Financial Consideration:

The City's cost for installing the signs, totaling approximately \$525.00 (time and materials)

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5804

Location Map

ORDINANCE NO. 5804

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “STOP” SIGNS AT THE INTERSECTIONS OF CHARLES STREET AND TURLEY STREET, AND CHARLES STREET AND ROSEDALE STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent “Stop” signs shall be in place at the following locations within the corporate limits of the City of Sherman, Texas:

At the intersection of Charles Street and Turley Street, stopping northbound and southbound traffic on Charles Street, as shown by the exhibit attached hereto and incorporated herein for all purposes; and

At the intersection of Charles Street and Rosedale Street, stopping southbound traffic on Charles Street, as shown by the exhibit attached hereto and incorporated herein for all purposes; and

SECTION 2. That the City Engineer is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Chapter 1, Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 12/02/2013

Prepared By: Otis Henry, Police Chief

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5805

Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications

Issue:

To consider the readoption of the code provisions that provide "Curfew Hours for Minors"

Background:

Ordinance No. 5270, adopted at the December 6, 2004 Council meeting and codified at Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, establishes "Curfew Hours for Minors." Under Section 370.002 of the Texas Local Government Code, curfew ordinances must be reviewed by the Council in a public hearing every three years or the ordinance expires. The last review was performed at the December 6, 2010 Council meeting (Ordinance No. 5678); and Chapter 8, Article 8.04, Division 2 was readopted without modification. The review must evaluate the curfew ordinance's effect on the community and the problems the ordinance was intended to remedy.

Origination:

Police Department

Financial Consideration:

There is no financial impact for this agenda item.

Staff Recommendation:

It is recommended that the City Council adopt Ordinance No. 5805 which will serve to readopt without modification Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, "Curfew Hours for Minors."

Alternatives:

The City Council could suggest modifications to the ordinance.

Attachments

Ordinance No. 5805

Current Chapter 8, Article 8.04, Division 2, "Curfew Hours for Minors"

Texas Local Government Code, Section 370.002

ORDINANCE NO. 5805

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, READOPTING CHAPTER 8, ARTICLE 8.04, DIVISION 2 OF THE CODE OF ORDINANCES, ENTITLED “CURFEW HOURS FOR MINORS”, WITH NO MODIFICATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council conducted a public hearing on the need to continue the ordinance entitled “Curfew Hours for Minors,” contained in Chapter 8, Article 8.04, Division 2 of the Code of Ordinances (hereinafter “Ordinance”) in accordance with Section 370.002 of the Texas Local Government Code; and

WHEREAS, the City Council reviewed the Ordinance’s effects on the community and the problems that the Ordinance was intended to remedy; and

WHEREAS, the City Council desires that the Ordinance be continued in effect with no modifications;

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

SECTION 1. That the Ordinance entitled “Curfew Hours for Minors” contained in Chapter 8, Article 8.04, Division 2 of the Code of Ordinances is hereby readopted in its entirety with no modifications.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CHAPTER 8

OFFENSES AND NUISANCES

ARTICLE 8.04 OFFENSES INVOLVING PUBLIC MORALS

Division 1. Generally

Secs. 8.04.001–8.04.030 Reserved

Division 2. Curfew Hours for Minors

Sec. 8.04.031 Definitions

Curfew hours.

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and
- (2) 11:59 p.m. on any Friday or Saturday until 6:00 a.m. on any Saturday or Sunday.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person under seventeen (17) years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is:

- (1) A natural parent, adoptive parent, or step-parent of another person; or
- (2) At least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place. Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain. To:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 8.04.032 Offenses

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 8.04.033 Defenses

- (a) It is a defense to prosecution under [section 8.04.032](#) that the minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;

- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor;
 - (8) Attending a function or event sponsored and supervised by an establishment that prohibits ingress and egress to the establishment during curfew hours and the management of the establishment has registered the function or event with the city at least forty-eight (48) hours in advance;
 - (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (10) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.
- (b) It is a defense to prosecution under [subsection 8.04.032\(c\)](#) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Texas Local Government Code, Section 370.002

LOCAL GOVERNMENT CODE CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING T... Page 1 of 3

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL AND COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.001. HEALTH CONTRACTS IN BORDER MUNICIPALITIES OR COUNTIES. The governing body of a municipality or county that has a boundary that is contiguous with the border between this state and the Republic of Mexico may contract with a border municipality or state in the Republic of Mexico to provide or receive health services.

Added by Acts 1991, 72nd Leg., ch. 769, Sec. 1, eff. Aug. 26, 1991.

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE. (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

- (1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
- (2) conduct public hearings on the need to continue the ordinance or order; and
- (3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31, 1995.

Sec. 370.003. MUNICIPAL OR COUNTY POLICY REGARDING ENFORCEMENT OF DRUG LAWS. The governing body of a municipality, the commissioners court of a county, or a sheriff, municipal police department, municipal attorney, county attorney, district attorney, or criminal district attorney may not adopt a policy under which the entity will not fully enforce laws relating to drugs, including Chapters 481 and 483, Health and Safety Code, and federal law.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 12/02/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5804 and 5805

List of Agenda Items:

- B.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5804**
Providing for Permanent "Stop" Signs at the Intersections of Charles Street and Turley Street, and Charles Street and Rosedale Street within the City Limits of the City of Sherman; Providing for a Penalty Provision
- B.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5805**
Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 12/02/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

- C.2. * RESOLUTION NO. 5830**
Awarding a Bid to and Authorizing Execution of a Contract with Jerry Paul Higgins, Ltd. for Installation of Nine Water Meters at Pump Stations throughout the City
- C.3. * RESOLUTION NO. 5831**
Authorizing Execution of a Professional Engineering Services Agreement with Timothy L. Morris, P.E., DBA Morris Engineers for the South Sherman Relief Sewer Project
- C.4. * RESOLUTION NO. 5832**
Authorizing Execution of a Professional Engineering Services Agreement with Timothy L. Morris, P.E., DBA Morris Engineers for the Eastside Outfall Return Sewer Project
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 12/02/2013

Prepared By: Brandon Shelby, City Attorney

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5829

Supporting the Nomination and Confirmation of a Federal Judicial Nominee for the Sherman Division of the Eastern District of Texas Sitting at Sherman, Texas, with Strong Preference Being Given to a Nominee Residing in Grayson County, Texas

Issue:

Supporting the appointment of a Federal Judge for the Sherman Division of the Eastern District of Texas sitting at Sherman and recommending a member of the Grayson County Bar Association, residing in Grayson County, be considered

Background:

On September 25, 2013, the Grayson County Bar Association hosted five representatives of Senators Cornyn and Cruz and three representatives of Congressional Representatives Eddie Bernice Johnson (Dallas), Sam Johnson (Plano), and Ralph Hall (Grayson, Fannin, and Lamar Counties), addressing the seven-year vacant Federal Judgement at Sherman. Officials from the City, five counties and several Federal officials also attended. The Bar unanimously passed a resolution which formed the basis for the Grayson County Commissioners Court's resolution passed on November 19, 2013 (copy attached).

The Mayor has been asked to bring a resolution forward in support of this initiative.

Origination:

Mayor Carolyn S. Wacker

Financial Consideration:

There is no financial impact to approving this resolution.

Staff Recommendation:

It is recommended that the Council approve the resolution and pledge its support for this initiative.

Alternatives:

The Council could choose not to support this initiative.

Attachments

Resolution No. 5829

Letter from Roger Sanders dated November 21, 2013

Grayson County's Resolution in Support of Federal Judgeship at Sherman

Exhibit "A" - Resolution of US District Court for Eastern District of Texas

Exhibit "B" - S. 1720

Exhibit "C" - Letter to President Obama dated September 28, 2011

Exhibit "D" - Declaration of Judicial Emergency

RESOLUTION NO. 5829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE NOMINATION AND CONFIRMATION OF A FEDERAL JUDICIAL NOMINEE FOR THE SHERMAN DIVISION OF THE EASTERN DISTRICT OF TEXAS SITTING AT SHERMAN, TEXAS, WITH STRONG PREFERENCE BEING GIVEN TO A NOMINEE RESIDING IN GRAYSON COUNTY, TEXAS; 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, along with community, business, education, prosecutor, and judicial leaders from five counties in North Texas, representatives of the City of Sherman, Texas attended the September 25, 2013 meeting of the Grayson County Bar Association at which our Congressman, the Hon. Ralph Hall, was to address the lengthy Federal judicial vacancy in the Sherman Division of the Eastern District of Texas sitting at Sherman; and

WHEREAS, the City Council of the City of Sherman, Texas, supports the Grayson County Bar Association Resolution arising from the presentation of several Federal and local officials at that September 25, 2013 meeting; and

WHEREAS, our expression of concern is sufficient to request the urgent assistance of the President, our United States Senators, and our Congressional Representatives, given the short term potential for a interference with the handling of Federal judicial affairs, and the long term risk of complete loss of Federal judicial presence in Sherman and surrounding communities of North Texas, a regrettable conclusion based on the following facts:

- The last permanent resident judge to serve the Sherman Division sitting at Sherman was the Honorable Paul N. Brown, nominated on September 11, 1985 by President Ronald Reagan and confirmed by the United States Senate on October 16, 1985;
- Judge Brown served faithfully in that role, including past the time of his taking senior status on April 1, 2001;
- Judge Brown ceased taking new cases on June 1, 2006 and retired on November 10, 2006, marking the end of 21 diligent years on the bench;
- Judge Brown passed away on November 26, 2012;
- The bench occupied by Judge Brown has now lain vacant for seven years, with each passing day adding more cases to the docket, corresponding delay in criminal and civil cases, and risk of denying Americans of average means access to our Federal courts;

- The ordinary judicial duties to serve the Federal Court sitting at Sherman are routinely filled by two Federal district judges driving 344 miles from Beaumont to Sherman to tend the docket here, while balancing calls for their time in their assigned place of service in Beaumont, with other judges occasionally being called from their duty stations in Texarkana and Tyler;
- On June 13, 2003, the judges of the Eastern District recognized the urgency of the circumstance when they passed a resolution calling for the next appointment of an Eastern District Judge to be expressly for the Sherman Division, as reflected in the attached Exhibit “A”;
- On November 19, 2003, the United States Congress considered legislation designated as S. 1720 to effectuate the substance of the above resolution, in the course of which consideration of the Congressional Record evidences support for same by the Administrative Office of the U.S. Courts, Senators John Cornyn and Kay Bailey Hutchison, Congressman Sam Johnson and Congressman Hall, assuring Sherman as a place of court with a resident Federal judge, as reflected in the attached Exhibit “B”;
- On December 3, 2003, that measure was signed into law by President George W. Bush as Public Law No.: 108-157;
- Despite the District Judges’ resolution and the subsequent enactment of Public Law No.: 108-157, the next appointment of an Eastern District Judge was designated for the Marshall Division, continuing Sherman without a resident Federal judge, further underscoring the need for this appointment;
- Once by Grayson County Bar Association resolution on May 11, 2011, and again by letter dated September 28, 2011, the Grayson County Bar Association requested relief from President Barack Obama, with the assistance of our Senators, as reflected in the attached Exhibit “C”;
- The Administrative Office of the United States Courts has since declared the vacancy left by Judge Brown as one of the nation’s most pressing “Judicial Emergencies”, as reflected in the attached Exhibit “D”;
- The Hon. Richard A. Schell, the only other resident district judge in the Sherman Division of the Eastern District of Texas, but sitting in Plano, has indicated his intention to take senior status in March of 2015, further underscoring the urgency of filling the Sherman court vacancy left by Hon. Paul Brown;
- The announcement of Hon. Richard A. Schell is anticipated to be made before March 31, 2014; and

WHEREAS, the significance of this historic judicial position to our community cannot be measured fully in either economic or judicial terms, but is observable through the presence of

hundreds of jobs directly and indirectly connected to the Federal judicial presence in Sherman and the surrounding communities; and

WHEREAS, Sherman and the surrounding communities have lived up to their end of the 2003 agreement with the Collin County and Plano communities to move fifty percent (50%) of the cases from the Federal court sitting at Sherman, but the effective other end of that agreement has not, through a variety of circumstances, been fulfilled since at least the November of 2006 retirement of Judge Brown; and

WHEREAS, that variety of circumstances, however justifiable from time to time, has resulted in a seven year Sherman Federal court vacancy being tended by hard working Federal judges driving 344 miles from Beaumont to handle the nation's greatest case load, at least on a weighted basis, and leaving the Sherman Federal judicial vacancy as an officially declared "Judicial Emergency"; and

WHEREAS, this officially declared "Judicial Emergency" is remediable by the cooperative action of our President, our Senators, and our Congressional Representatives working to produce a bi-partisan slate of qualified candidates from which the President may select a nominee, as promptly as possible, and certainly in time for the nominee to be confirmed and on the job by March of 2014, when Judge Schell announces his projected senior status; and

WHEREAS, any of several qualified members of the Grayson County Bar Association residing in Grayson County would, if nominated, offer us the greatest practical assurance of a continuous Federal judicial presence for many years, helping to restore much needed efficiency and structural stability to a fundamental institution of our government;

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

SECTION 1. That the City Council of the City of Sherman, Texas hereby respectfully requests our United States Senators, working with appropriate officials, forward to President Barack Obama a bi-partisan slate of qualified potential nominees in time to allow both President Obama to nominate and the Senate to confirm by March 31, 2014, a Federal judicial nominee for the Sherman Division of the Eastern District of Texas sitting at Sherman, Texas, with strong preference being given to a nominee residing in Grayson County, reasonably to assure unbroken Federal judicial presence in Sherman.

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 _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

SANDERS, O'HANLON, MOTLEY, & YOUNG, P.L.L.C.

LAWYERS:

ROGER D. SANDERS
J. MICHAEL YOUNG
LAURA GALLARDO

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Sherman, Texas 75090
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LAWYERS:

ANTHONY O'HANLON, P.C.*
LUKE MOTLEY, IV*
UPENDAR T. REDDY*

*Of Counsel

November 21, 2013

Anna McKinney,
Executive Director
Denison Chamber of
Commerce
313 W. Woodard Street
Denison, Texas 75020

Eddie Brown,
Executive Director
Sherman Chamber of
Commerce
307 W. Washington Street,
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Sherman, Texas 75090-5883

Mayor Gary Martin
City of Bells
203 S. Broadway
P.O. Box 95
Bells, Texas 75414

Mayor Roy Floyd
City of Bonham
514 Chestnut Street
Bonham, Texas 75418-3738

Mayor Jared Johnson
City of Denison
500 W. Chestnut
P.O. Box 347
Denison, Texas 75021

Mayor Jim Goldsworthy
City of Gainesville
200 S. Rusk Street
Gainesville, Texas 76240

Mayor Jeff Stanley
City of Howe
P.O. Box 518
Howe, Texas 75459

Mayor Arjumand Hashmi
City of Paris
135 SE 1st Street
Paris, Texas 75460

Mayor Frank Budra
City of Pottsboro
143 Pearce Drive
Pottsboro, Texas 75076

Mayor Cary Wacker
City of Sherman
900 N. Grand Ave.
Sherman, Texas 75090

Mayor Teddie Salmon
City of Van Alstyne
P.O. Box 247
Van Alstyne, Texas 75495

Mayor Dee Welch
City of Whitesboro
111 W. Main
Whitesboro, Texas 76273

Mayor Bill Goodson
City of Whitewright
206 W. Grand Ave.
P.O. Box 516
Whitewright, Texas 75491

Re: Resolution Re. Appointing Grayson County Resident as Federal Judge

Dear All:

As you may have experienced or heard, on September 25 the Grayson County Bar Association hosted five representatives of Senators Cornyn and Cruz and three representatives of Congressional Representatives Eddie Bernice Johnson (Dallas), Sam Johnson (Plano), and Ralph Hall (Grayson, Fannin, and Lamar Counties) addressing the 7-year vacant Federal Judgeship at Sherman. Officials from five counties and several Federal officials also attended. The Bar

unanimously passed a resolution which formed the basis for the Grayson County Commissioners' Court's resolution passed today, November 19.

A template of a similar Resolution proposed for your consideration is enclosed. For ease of distribution and follow-up we are delivering the Cooke County/Gainesville copies to Bill Sullivant; the Lamar County/Paris copies to James Rodgers; and the Fannin County/Bonham copies to John Skotnik. (The Cities/Chambers in Grayson County will be personally delivered to the Mayors of each city.) The Grayson County Resolution and the similar proposed Resolutions support promptly filling the long vacant Sherman Federal judgeship. After making appropriate changes, please submit to your Commissioners' Court/City Council/Chamber of Commerce and, if approved, request the presiding officer to sign where indicated. Four addressed envelopes are enclosed for you to send copies of the signed Resolution to Senator Cornyn, Senator Cruz, Congressman Hall, and my office. Given that the list of nominees to be sent to the White House could be compiled as early as next week, please act as soon as reasonably possible to insure that your voice is heard. Even if you can't act by next week, your Resolution is important since the actual consideration of candidates will likely extend into December or beyond. The White House is not expected to act immediately on any recommendations.

I have also enclosed a proposed transmittal letter to accompany the signed Resolution. I can provide you a Word version via e-mail if that would make its use easier for you. If after this seven year vacancy a Dallas candidate is appointed and a Dallas-area bench becomes vacant, a Dallas-based judge sitting in Sherman would naturally be interested in returning home. Are we then in for another several year vacancy? Remembering the old adage, 'use it or lose it', if this courthouse stays vacant again for another long period of time, it will be much easier to close down entirely, shifting the federal presence toward Dallas. If you want to minimize that risk, please let us hear from you with a signed Resolution.

Thank you, Cary.

Sincerely,



Roger Sanders

cc. Hon. Bill Sullivant
Hon. Larry Sullivant
Cooke County

Hon. James Rodgers, Lamar County

Hon. John Skotnik, Fannin County

Jeremy Poet, Grayson County Bar President

Jeff Whitmire
Commissioner, Pct. 1

David Whitlock
Commissioner, Pct. 2



Phyllis James
Commissioner, Pct. 3

Bart Lawrence
Commissioner, Pct. 4

Drue Bynum
Grayson County Judge

RESOLUTION **of** **GRAYSON COUNTY, TEXAS**

WHEREAS, along with community, business, education, prosecutor, and judicial leaders from five counties in North Texas, representatives of Grayson County attended the September 25, 2013 meeting of the Grayson County Bar Association at which our Congressman, the Hon. Ralph Hall, was to address the lengthy federal judicial vacancy in the Sherman Division of the Eastern District of Texas sitting at Sherman;

WHEREAS, that judicial position has become deeply woven into the significant judicial, educational, and business fabric of Grayson County's 150 year history as a place of deep honor and broad service.

WHEREAS, the Commissioners' Court vigorously and unanimously supports the Grayson County Bar Resolution arising from the powerful presentation of several federal and local officials at that September 25, 2013 meeting.

WHEREAS, our expression of concern is sufficient to request the urgent assistance of the President, our United States Senators, and our Congressional Representatives, given the short term potential for a catastrophic interference with the handling of Federal judicial affairs, and the long term risk of complete loss of Federal judicial presence in Sherman, a regrettable conclusion based on the following facts:

- The last permanent resident judge to serve the Sherman Division sitting at Sherman was the Honorable Paul N. Brown, nominated on September 11, 1985 by President Ronald Reagan and confirmed by the United States Senate on October 16, 1985;
- Judge Brown served faithfully in that role, including past the time of his taking senior status on April 1, 2001;
- Judge Brown ceased taking new cases on June 1, 2006 and retired on November 10, 2006, marking the end of 21 diligent years on the bench;
- Judge Brown passed away on November 26, 2012;
- The bench occupied by Judge Brown has now lain vacant for seven (7) years, with each passing day adding more cases to a crushing docket, corresponding delay in criminal and civil cases, and risk of denying Americans of average means access to our federal courts.
- The ordinary judicial duties to serve the Federal Court sitting at Sherman are routinely filled by two Federal District Judges driving 344 miles from Beaumont to Sherman to tend the docket here, while balancing calls for their time in their assigned place of service in Beaumont, with other judges occasionally being called from their duty stations in Texarkana and Tyler;

- On June 13, 2003, the judges of the Eastern District recognized the urgency of the circumstance when they passed a resolution calling for the next appointment of an Eastern District Judge to be expressly for the Sherman Division, reflected in the attached Exhibit "A;"
- On November 19, 2003, the United States Congress considered legislation designated as S. 1720 to effectuate the substance of the above resolution, in the course of which consideration the Congressional Record evidences support for same by the Administrative Office of the U.S. Courts, Senators John Cornyn and Kay Bailey Hutchison, Congressman Sam Johnson, and Congressman Hall, assuring Sherman as a place of court with a resident federal judge, as reflected in the attached Exhibit "B;"
- On December 3, 2003, that measure was signed into law by President George W. Bush as Public Law No: 108-157;
- Despite the District Judges' resolution and the subsequent enactment of Public Law No: 108-157, the next appointment of an Eastern district Judge was designated for the Marshall Division, continuing Sherman without a resident federal judge, further underscoring the need for this appointment;
- Once by Grayson Bar Association resolution on May 11, 2011, and again by letter dated September 28, 2011, the Grayson Bar Association requested relief from President Barack Obama, with the assistance of our Senators, as reflected in the attached Exhibit "C;"
- The Administrative Office of the United States Courts has since declared the vacancy left by Judge Brown as one of the nation's most pressing "Judicial Emergencies," reflected in the attached Exhibit "D;"
- The Hon. Richard A. Schell, the only other resident district judge in the Sherman division of the Eastern District of Texas, but sitting in Plano, has indicated his intention to take senior status in March of 2015, further underscoring the urgency of filling the Sherman court vacancy left by Hon. Paul Brown;
- The announcement of Hon. Richard A. Schell is anticipated to be made before March 31, 2014;

WHEREAS, the significance of this historic judicial position to our communities cannot be measured fully in either economic or judicial terms, but are observable through the presence of hundreds of jobs directly and indirectly connected to the Federal judicial presence here.

WHEREAS, our community has lived up to its end of the 2003 agreement with the Collin County and Plano communities to move fifty percent (50%) of the cases from the Federal court sitting at Sherman, but the effective other end of that agreement has not, through a variety of circumstances, been fulfilled since at least the November of 2006 retirement of Judge Brown.

WHEREAS, that variety of circumstances, however justifiable from time to time, has resulted in a seven year Sherman vacancy being tended by hard working Federal judges driving 344 miles from Beaumont, leaving our community and this court one car wreck away from a judicial catastrophe in a district already operating short-handed to handle the nation's greatest case load, at least on a weighted basis, and leaving this as an officially declared "Judicial Emergency."

WHEREAS, this officially declared "Judicial Emergency" is remediable by the cooperative action of our President, our Senators, and our Congressional Representatives working to produce a bi-partisan slate of qualified candidates from which the President may select a nominee, as promptly as possible, and certainly in time for the nominee to be confirmed and on the job by March of 2014 when Judge Schell announces his projected senior status.

WHEREAS, any of several qualified members of the Grayson County Bar Association residing in Grayson County would, if nominated, offer us the greatest practical assurance of a continuous Federal judicial presence for many years, helping to restore much needed efficiency and structural stability for a fundamental institution of our republican form of government.

BE IT RESOLVED, that by Resolution of the Grayson County Commissioners' Court respectfully request our United States Senators, working with appropriate officials, forward to President Obama a bi-partisan slate of qualified potential nominees in time to allow both President Obama to nominate and the Senate to confirm by March 31, 2014, a federal judicial nominee for the Sherman Division of the Eastern District of Texas sitting at Sherman, Texas, with strong preference being given to a nominee residing in Grayson County reasonably to assure unbroken federal judicial presence in Sherman.

Signed finally this ____ day of November, 2013.

Drue Bynum, County Judge

Jeff Whitmire, Commissioner, Precinct One

David Whitlock, Commissioner, Precinct Two

Phyllis James, Commissioner, Precinct Three

Bart Lawrence, Commissioner, Precinct Four

Attest: _____
Wilma Bush, County Clerk

GENERAL ORDER NO. 03-15

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS

JUN 16 2003

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS**

DAVID J. MALAND, CLERK

DEPUTY

Peggy Thompson

**RESOLUTION REGARDING PLACES OF HOLDING COURT IN THE SHERMAN
DIVISION**

Since 1991, both this court and the Judicial Conference of the United States have supported legislation authorizing Plano as a place of holding court in the Sherman Division. Rapid population growth in the Sherman Division over the past decade, particularly in Collin and Denton Counties, underscores the need for an additional court facility. Sherman Division civil and criminal weighted filings over the past five years have grown by 100%. Sherman now has the second heaviest weighted caseload of the six divisions in the Eastern District of Texas.

In the near future, two resident district judges, a resident magistrate judge and a visiting district judge will be hearing all Sherman Division cases in only two courtrooms. The court has already run out of room in Sherman and needs to acquire additional court facilities in the Division. Having court facilities in both Sherman and Plano will enable the court to better manage the rapidly growing caseload and provide better service to a large population base in southern Collin County.

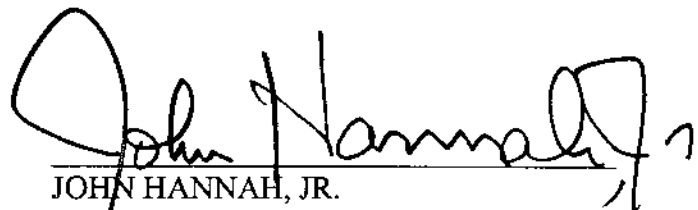
It is the court's intention, when a place of holding court in Plano is authorized, to assign the case filings as follows:

- 50% civil and criminal cases docketed and tried in Sherman (Judges Brown and Davis)
- 50% civil and criminal cases docketed and tried in Plano (Judge Schell)

In light of the above, the judges of this court hereby REAFFIRM our prior resolution to establish Plano as a place of holding court in the Sherman Division, and RESOLVE, if pending legislation passes that authorizes Plano as a place of holding court, to have half the Sherman Division caseload docketed and tried in Sherman, and the other half of the caseload docketed and tried in Plano. The court intends to maintain at least one resident judge in Sherman and one resident judge in Plano. If Judge Brown ceases holding court in Sherman, a new resident judge shall be designated to hold court in Sherman as soon as possible, and pending the new judge's residing in Sherman, 50% of civil and criminal cases shall be docketed and tried in Sherman, and the clerk's office in Sherman shall remain staffed sufficiently to support a resident judge.

Signed this 13th day of June, 2003.

FOR THE COURT:


JOHN HANNAH, JR.
Chief Judge

[Congressional Record Volume 149, Number 168 (Wednesday, November 19, 2003)]

[House]

[Pages H11586-H11589]

From the Congressional Record Online through the Government Printing Office [www.gpo.gov]

PROVIDING FOR FEDERAL COURT PROCEEDINGS IN PLANO, TEXAS

Mr. SENSENBRENNER. Mr. Speaker, I move to suspend the rules and pass the Senate bill (S. 1720) to provide for Federal court proceedings in Plano, Texas.

The Clerk read as follows:

S. 1720

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. CHANGE IN COMPOSITION OF DIVISIONS OF EASTERN DISTRICT OF TEXAS.

(a) In General.--Section 124(c) of title 28, United States Code, is amended--

(1) in paragraph (3)--

(A) by striking "Denton, and Grayson" and inserting "Delta, Denton, Fannin, Grayson, Hopkins, and Lamar"; and

[[Page H11587]]

(B) by inserting "and Plano" after "held at Sherman";

(2) by striking paragraph (4) and redesignating paragraphs (5) through (7) as paragraphs (4) through (6), respectively; and

(3) in paragraph (5), as so redesignated, by inserting "Red River," after "Franklin,".

(b) Effective Date.--

(1) In general.--This section and the amendments made by this section shall take effect on the date of the enactment of this Act.

(2) Pending cases not affected.--This section and the amendments made by this section shall not affect any action commenced before the effective date of this section and pending in the United States District Court for the Eastern District of Texas on such date.

(3) Juries not affected.--This section and the amendments made by this section shall not affect the composition, or preclude the service, of any grand or petit jury summoned, impaneled, or actually serving in the Eastern Judicial District of Texas on the effective date of this section.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Wisconsin (Mr. Sensenbrenner) and the gentleman from California (Mr. Berman) each will control 20 minutes.

The Chair recognizes the gentleman from Wisconsin (Mr. Sensenbrenner).

General Leave

Mr. SENSENBRENNER. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days within which to revise and extend their remarks and include extraneous material on S. 1720, the Senate

bill currently under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Wisconsin?

There was no objection.

Mr. SENSENBRENNER. Mr. Speaker, I yield myself such time as I may consume.

Today when I was driving in, I followed a car that had a big bumper sticker on it that said "Don't Mess with Texas," and I came to the House today with great fear and trepidation that by messing with Texas and deciding where the Federal courts will sit, I would be caught in the crossfire of a Texas cat fight, and I am happy to report that the cats are purring and the Members can mess with Texas and not get in trouble by passing this bill.

Senate 1720 implements the March, 1991, Judicial Conference proposal to designate Plano, Texas, as a place for holding court in the Eastern District of Texas. It also realigns the divisions of the U.S. District Court for the Eastern District of Texas to reflect the closing of the courthouse in Denton County. The Paris division is eliminated and its counties redistributed among the other divisions of this court.

Plano is the largest city in the Eastern District of Texas. Of the 93 judicial districts in the United States, the Eastern District of Texas is the only one in which its largest city cannot hold Federal court.

This is a major impediment to the efficient operations of the Federal court system in the Eastern District of Texas. Senate 1720 will greatly assist the affected citizens, litigants, lawyers, and judges and also will promote the efficient administration of justice.

The bill is identical to language in section 102 of H.R. 1302, the Federal Courts Improvement Act of 2003, which was introduced by the chairman and ranking member of the Subcommittee on Courts, the Internet, and Intellectual Property. In addition, this Congress has passed this exact language on five previous occasions since 1991.

Following Senate passage of Senate 1720, the gentleman from Texas (Mr. Hall) expressed concern that the legislation does not ensure that the eastern district caseload will be distributed equally between Plano and Sherman. While the judges of the eastern district have unanimously agreed to split the docket between Sherman and Plano, this agreement, in a signed resolution, is nonbinding.

I share the concerns of the gentleman from Texas (Mr. Hall). Therefore, I support Senate 1720 premised on the understanding that the judges of the eastern district will do as they promised by implementing a system to assign at least 50 percent of the cases filed in or transferred to the Sherman district to a resident district judge sitting in the city of Sherman. The remaining 50 percent of the cases will be assigned to the Plano court.

Finally, in response to my request for assurance that the judges' agreement will be implemented, the Administrative Office of the U.S. Courts has written a letter promising to do whatever is necessary to implement this plan. I will insert this letter along with the resolution signed by the judges of the Eastern District of Texas into the Record. With these assurances, I am sure that we can mess with Texas and not get caught in the crossfire.

I urge my colleagues to support this bill.

Judicial Conference

of the United States,

Washington, DC, November 19, 2003.

Hon. F. James Sensenbrenner, Jr.,
Chairman, Committee on the Judiciary, House of
Representatives, Rayburn House Office Building,
Washington, DC.

Dear Mr. Chairman: I understand that S. 1720, a bill to designate Plano, Texas, will be considered by the House later

today. The bill would remedy a serious problem hindering efficient judicial administration in the Eastern District of Texas.

This bill has the strong support of the Judicial Conference of the United States. As a provision of an omnibus court improvement bill, it has been passed by the House in two previous Congresses, only to remain unacted upon in the Senate.

The judges of the Eastern District of Texas have formally resolved that half of the Sherman Division caseload will be docketed and tried in Sherman, Texas, and half will be docketed and tried in Plano, Texas. A copy of an order of the court of June 13, 2003, stating this specifically and in some detail is enclosed hereto.

The Judicial Conference and the court in the Eastern District of Texas are well aware of the concerns of those in Sherman that the judicial business of the division would be largely transferred to Plano. This is not and will not be the case. This issue was considered by the Judicial Conference Committee on Court Administration and Case Management when the proposal was first considered. The resolve of the judges to assure equity to Sherman, Texas, and other factors relating to the great need for a court presence in Plano caused that committee to recommend that the Judicial Conference approve this proposal, which it did.

I congratulate you and the members of the Judiciary Committee for taking prompt action on this bill which will allow the court to better service the citizens of this region of Texas.

Sincerely,

Leonidas Ralph Mecham,
Secretary.

Enclosure.

GENERAL ORDER NO. 03-15

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS

RESOLUTION REGARDING PLACES OF HOLDING COURT IN THE SHERMAN DIVISION

Since 1991, both this court and the Judicial Conference of the United States have supported legislation authorizing Plano as a place of holding court in the Sherman Division. Rapid population growth in the Sherman Division over the past decade, particularly in Collin and Denton Counties, underscores the need for an additional court facility. Sherman Division civil and criminal weighted filings over the past five years have grown by 100%. Sherman now has the second heaviest weighted caseload of the six divisions in the Eastern District of Texas.

In the near future, two resident district judges, a resident magistrate judge and a visiting district judge will be hearing all Sherman Division cases in only two courtrooms. The court has already run out of room in Sherman and needs to acquire additional court facilities in the Division. Having court facilities in both Sherman and Plano will enable the court to better manage the rapidly growing caseload and provide better service to a large population base in southern Collin County.

It is the court's intention, when a place of holding court in Plano is authorized, to assign the case filings as follows:

50% civil and criminal cases docketed and tried in Sherman

(Judges Brown and Davis).

50% civil and criminal cases docketed and tried in Plano (Judge Schell).

In light of the above, the judges of this court hereby REAFFIRM our prior resolution to establish Plano as a place of holding court in the Sherman Division, and RESOLVE, if pending legislation passes that authorizes Plano as a place of holding court, to have half the Sherman Division caseload docketed and tried in Sherman, and the other half of the caseload docketed and tried in Plano. If Judge Brown ceases holding court in Sherman, a new resident judge shall be designated to hold court in Sherman as soon as possible, and pending the new judge's residing in Sherman, 50% of civil and criminal cases shall be docketed and tried in Sherman, and the clerk's office in Sherman shall remain staffed sufficiently to support a resident judge.

Signed this 13th day of June, 2003.

For the Court:

John Hannah, Jr.,
Chief Judge.

Mr. Speaker, I reserve the balance of my time.

(time) 1800

Mr. BERMAN. Mr. Speaker, I yield myself such time as I may consume.

[[Page H11588]]

Mr. Speaker, I rise in support of S. 1720 and I ask my colleagues to support the bill as well. It is a narrow bill, but a necessary one. It is identical to the provisions of the Federal Courts Improvement Act currently before the Committee on the Judiciary, and to legislation which has I think several times passed the House.

The purpose of the bill is to allow for Federal court proceedings and an additional courthouse in Plano, Texas. As a result, the bill will remedy a critical problem hindering the efficient judicial administration of the U.S. District Court for the Eastern District of Texas.

The existing courthouse is in Sherman, Texas and is overburdened by its increasing caseload. Filings over the past 5 years have grown by 100 percent. This situation mandates a solution. S. 1720 designates Plano as an additional place of holding court to help address this expanded workload.

The one substantive concern about the bill, how cases will be distributed between the two courthouses, has been resolved. As I understand it, the chairman of the Committee on the Judiciary has agreed to engage in a colloquy with the distinguished gentleman from Texas in which it will become clear that S. 1720 is intended to relieve the overflow of filings in the Sherman courthouse, but not do away with the Sherman courthouse. I think the chairman has already made that clear, that that is his intention.

Furthermore, there is agreement from the Senate sponsor, the junior Senator from Texas, that the civil and criminal case filings for the Sherman division will be split 50-50 between the Plano and Sherman courthouses. The U.S. District Court for the Eastern District of Texas has adopted a resolution memorializing this agreement, and the Judicial Conference of the United States has sent a letter to the same effect. Finally, the Committee on the Judiciary Report on the Federal Courts Improvement Act, which currently contains identical provisions, will reflect this understanding. Through these measures, we can rest assured

that the addition of this courthouse will have no negative impact on the Sherman courthouse.

I appreciate the efforts that my colleagues have made to address the concerns of those in Sherman, and I am confident that there is general agreement that the judicial business of the Sherman and Plano divisions will be shared equally.

Mr. Speaker, I ask my colleagues to support S. 1720.

Mr. Speaker, I reserve the balance of my time.

Mr. SENSENBRENNER. Mr. Speaker, I yield 1 minute to the gentleman from Texas (Mr. Sam Johnson).

(Mr. SAM JOHNSON of Texas asked and was given permission to revise and extend his remarks.)

Mr. SAM JOHNSON of Texas. Mr. Speaker, I appreciate the gentleman yielding me this time. I just want to thank the gentleman from Texas (Mr. Hall) and the gentleman from California (Mr. Berman) for working with us.

This is a bipartisan agreement. I will let my colleagues know that Collin County is expected to increase by 73 percent in population by the year 2020, so this is a needed court and long overdue.

Mr. Speaker, you know, the role of the Federal Government is to serve people. And one way the government serves the people is through the judicial system.

Well, the people of Plano, nearly 250,000 strong and the largest city in Collin County, do not have access to a nearby Federal court. Simply put, today's bill is good legislation that is long overdue. Anytime a lawyer wants to file a court paper, they have to drive 48 miles to near the Oklahoma border to Sherman, TX. Anytime a police officer needs to sign a legal document, they have to drive nearly 100 miles round trip. That is not time well spent.

If the role of the Federal Government is to serve the people, then it's time to let Collin County hold court. You know, Plano consumes more than three-fourths of the criminal cases in Sherman and nearly 4 out of 5 civil cases. Clearly there is a need in Plano for a Federal bench. The people of Collin County and the Eastern District of Texas are woefully underserved.

On the top of that, the population of Collin County is expected to increase by 73 percent by the year 2020. If we don't take care of this now, when will we?

With four judges but just two courtrooms, the Sherman division badly needs another courtroom somewhere. That somewhere should be the city of Plano. Important to the city of Sherman, the bill also protects the Grayson County Courthouse Docket by expanding the Sherman Court jurisdiction to four new counties; Fannin, Lamar, Delta, and Hopkins.

I also want to thank my friend Ralph Hall for his work on this issue. I hope he believes we addressed many of his initial concerns.

Before I close, I'd like to thank my colleagues in the Senate, Senators Cornyn and Hutchison, who helped get this bill through the other body.

This measure has passed the House every Congress since 1991, only to die in committee in the Senate. Their leadership paved the way to make this possible for Collin County.

In the name of good government, the Federal Government started serving the people of Collin County.

GENERAL ORDER NO. 03-15

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS

resolution regarding places of holding court in the sherman division

Since 1991, both this court and the Judicial Conference of the United States have supported legislation authorizing Plano as a place of holding court in the Sherman Division.

Rapid population growth in the Sherman Division over the past decade, particularly in Collin and Denton Counties, underscores the need for an additional court facility. Sherman Division civil and criminal weighted filings over the past five years have grown by 100%. Sherman now has the second heaviest weighted caseload of the six divisions in the Eastern District of Texas.

In the near future, two resident district judges, a resident magistrate judge and a visiting district judge will be hearing all Sherman Division cases in only two courtrooms. The court has already run out of room in Sherman and needs to acquire additional court facilities in the Division. Having court facilities in both Sherman and Plano will enable the court to better manage the rapidly growing caseload and provide better service to a large population base in southern Collin County.

It is the court's intention, when a place of holding court in Plano is authorized, to assign the case filings as follows:

50% civil and criminal cases docketed and tried in Sherman (Judges Brown and Davis)

50% civil and criminal cases docketed and tried in Plano (Judge Schell)

In light of the above, the judges of this court hereby REAFFIRM our prior resolution to establish Plano as a place of holding court in the Sherman Division, and RESOLVE, if pending legislation passes that authorizes Plano as a place of holding court, to have half the Sherman Division caseload docketed and tried in Sherman, and the other half of the caseload docketed and tried in Plano. The court intends to maintain at least one resident judge in Sherman and one resident judge in Plano. If Judge Brown ceases holding court in Sherman, a new resident judge shall be designated to hold court in Sherman as soon as possible, and pending the new judge's residing in Sherman, 50% of civil and criminal cases shall be docketed and tried in Sherman, and the clerk's office in Sherman shall remain staffed sufficiently to support a resident judge.

Signed this 13th day of June, 2003.

For the Court:

John Hannah, Jr.
Chief Judge.

Mr. BERMAN. Mr. Speaker, I yield such time as he may consume to the gentleman from Texas (Mr. Hall).

Mr. HALL. Mr. Speaker, when I arrived at the Capitol today, I was handed the floor schedule that indicated that Senate bill 1720 had been placed on the Suspension Calendar. We have not had a lot of time to try to work out the details, but I am grateful to a lot of people for their assurance that we are going to keep the agreement that has been made between the two courts.

First, I want to thank, of course, the gentleman from Wisconsin (Chairman Sensenbrenner), Debby Lehman, Sam Garg, Blain Merritt, and Phil Kiko for their good work and for their support. I thank the ranking member, the gentleman from Michigan (Mr. Conyers), of the Committee on the Judiciary and Perry Applebaum. I thank the gentleman from California (Mr. Berman), my friend and ranking member on the subcommittee, and Shanna Winters and Alec French. They have all worked hard during the course of the day to work out assurance, and with the gentleman from Texas's (Mr. Johnson) support of assurance that this will be a 50-50 division.

I have never opposed Plano having a court. It is a huge city. It is a great city. It is a growing city. And as we move along with this 50-50 agreement and Plano grows, as it surely will, they will need more judges and more courts there. I certainly hope to help them.

For several years, efforts have been made to hold court proceedings in Plano, Texas where they have had no

[[Page H11589]]

court proceedings. I have no objection to such, and I only want to continue holding court in Sherman, Texas. Agreements have been made to hold 50 percent of the cases in Plano and 50 percent in Sherman, adding some counties to the Sherman district. I only want this agreement to be part of the proceedings, and I will be asking for a colloquy in a little bit with the gentleman from Wisconsin (Chairman Sensenbrenner). I have conferred with Judge McGraw of Grayson County. I have received petitions from Judge McGraw and many of the major cities in and around Grayson County. I represent them. If I do not represent them, they will not be represented in this matter, and I want to be recorded here and now that we want an agreement of a 50-50 division of litigation to be committed to writing, both here and in the Senate.

I have spoken with Senator John Cornyn then of the Committee on the Judiciary, and I have spoken with Senator Kay Bailey Hutchison, subcommittee chairman, and they too want this documentation. There has been a difference of opinion as to whether or not it would be codified into the statute itself, and while this will not have that codification, there will be report language that will be with this bill, and I think will be evidence to people within the next 10, 15, 20, 30, 40 years that we still want a court in Sherman, Texas in Grayson County.

Senator Kay Bailey Hutchison and John Cornyn want Grayson County protected on the 50-50 agreement and, accordingly, they are placing proper report language in the Senate Committee on the Judiciary report to be placed with the passage of Senate bill 1720.

So Mr. Speaker, first, let me place in the Record the statement of the gentleman from Michigan (Mr. Conyers), the ranking member on the Committee on the Judiciary.

I also want to engage in a colloquy with my colleague, the gentleman from Wisconsin (Chairman Sensenbrenner). I again thank the chairman on S. 1720, a bill to provide for the Federal court proceedings in Plano, Texas.

It is my understanding that we have reached an agreement with Members on both sides of the aisle and with Senators Cornyn and Hutchison that the passage of this legislation shall be accompanied by the following report language in the Commerce, Justice, State Appropriations bill that would indicate a sense of Congress as follows: "Both Sherman and Plano shall have a resident United States District Judge. Fifty percent of the cases filed in or transferred to the Sherman Division of the United States District Court for the Eastern District of Texas shall be assigned for trial and tried in Sherman by either the resident United States District Judge sitting in Sherman or another United States District Judge assigned to hold court in Sherman. The remaining 50 percent of the cases shall be assigned for trial and tried in Plano by either the resident United States District Judge sitting in Plano or another United States District Judge assigned to hold court in Plano. If the resident judge in Sherman or Plano retires or dies, 50 percent of the cases shall continue to be tried in Sherman and 50 percent tried in Plano while a new resident judge is being assigned. This provision shall not prevent the transfer of a case to another judge or division of the United States District Court for the Eastern District of Texas or another United States District Court for trial, if such transfer is permitted by applicable law."

Mr. Speaker, I have long expressed my support and I have no objection to a Plano district court. The people in Plano are entitled to a court

and, likewise, the people of Sherman are entitled to an assurance that an addition of a Plano court will not diminish or otherwise imperil the court in Sherman. The folks in Plano are happy with the gentleman from Texas (Mr. Sam Johnson), and they should be. I want the people in Grayson County to be happy with this transaction also. I think this report language gives clarity to this amendment and would ensure the viability of both courts for the next 50 years.

Mr. SENSENBRENNER. Mr. Speaker, will the gentleman yield?

Mr. HALL. I yield to the gentleman from Wisconsin.

Mr. SENSENBRENNER. Mr. Speaker, the Committee on the Judiciary has no control over report language of bills that are under the jurisdiction of the Committee on Appropriations, and since the thought has been to have this statutory amendment placed in the Commerce, Justice, State Appropriation bill, I can say that the Committee on the Judiciary would have no objection to this, because this codifies the agreement that has been made and the resolution that has been adopted by the judges of the Eastern District of Texas, as well as confirmed by the Administrative Office of the U.S. Courts representing the Judicial Conference of the United States.

So I have no objection to this statutory amendment if it should find its way into an appropriation bill. But the gentleman from Texas and everybody else knows full well that what happens in appropriation bills at the end of a session of Congress is a very mysterious thing that those of us who serve on authorizing committees will never understand as long as we are here.

But rest assured that what the gentleman from Texas has said does represent the understanding of members of the Committee on the Judiciary, and if the appropriators will listen to us, for once, they will be able to make a constructive addition to an appropriation bill, whether it is the State, Justice, Commerce one or another one that mysteriously arises from the bowels of the Capitol within the next few days.

Mr. HALL. Mr. Speaker, reclaiming my time, we have Senator Cornyn and Senator Hutchison who will place this in the report language in the Senate judiciary bill.

Mr. CONYERS. Mr. Speaker, I rise in support of this legislation, which would provide greater access to Federal courts for litigants in various counties in Texas. One provision of the bill adds the city of Plano as a place of holding court; current residents of Plano must travel to the city of Sherman. It is my understanding that, with respect to the courthouses in Plano and Sherman, the courts will ensure that the civil and criminal dockets will be divided equally.

Mr. BERMAN. Mr. Speaker, I yield back the balance of my time.

Mr. SENSENBRENNER. Mr. Speaker, I am happy to yield back the balance of my time as well.

The SPEAKER pro tempore (Mr. Sweeney). The question is on the motion offered by the gentleman from Wisconsin (Mr. Sensenbrenner) that the House suspend the rules and pass the Senate bill, S. 1720.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the Senate bill was passed.

A motion to reconsider was laid on the table.

Letter Pursuant to Resolution of the

Grayson County Bar Association

September 28, 2011

President Barack Obama
The White House
1600 Pennsylvania Avenue, NW
Washington, D.C. 20500

Re: Judicial Appointment for the Eastern District of Texas, Sherman Division

Dear President Obama,

The Grayson County Bar Association, representing the lawyers of the Eastern District of Texas, Sherman Division, respectfully urge you to make, as prompt as possible, a judicial appointment to the United States District Court here in Sherman. The Federal bench here in Sherman has been vacant since October, 2006. Our United States Senators, the Honorable Kay Bailey Hutchison and the Honorable John Cornyn, are keenly aware of the needs here in our community and have interviewed candidates for this position. It is our understanding that you have recommendations for our vacant Federal bench before you for your consideration. We respectfully urge you to move expeditiously to fill this vacancy with someone committed to living in our community and supporting the Federal Court's important historical presence here in Sherman.

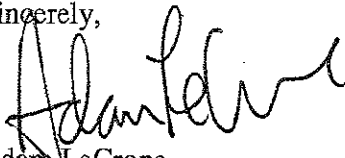
The particulars of the current situation are as follows:

1. The Honorable Judge Paul Brown retired in October of 2006, leaving the duties of the Sherman Division Court to be filled by a cadre of dedicated, but overworked Federal Judges from as away as Beaumont, Texas (320 miles). For 6 years, they have tirelessly covered the Sherman Court's docket, which has the largest criminal case load and one of the heaviest civil intellectual property case loads in the Eastern District.
2. We are informed that another division in the Eastern District will be getting a Federal Judge this October or shortly thereafter, with that appointment occurring less than one year after that Court's vacancy. We do not begrudge the Marshall Court's vacancy being filled, but merely the absence of a Federal Judge here in our community for so long.
3. The District Judges of the Eastern District, by an internal decision, agreed several years ago that after the Honorable Paul Brown retired, the next judge appointed should be placed in the Sherman Division. These Judges agreed on the Sherman Division because all other Divisions of the Eastern District had at least one Federal Judge. This has yet to happen.

The Sherman Division and the location of the Federal Court here in Sherman is historically important. It was the long time resident Court in the District represented by House Speaker Sam Rayburn. Through the years the sitting Federal Judges here have been local and Federal leaders. In that same period, our local officials, from the Grayson County Judge to the Grayson County Sheriff, have been supportive of this Court. These local officials have worked and continue to work with the Sherman-based Federal officials in jail planning and other related matters in support of the Federal prosecution and processing of Federal cases here in Sherman. However, the hard work and effort put forth by these Grayson County officials will be vain if a District Judge is not appointed.

The members of the Grayson County Bar Association do not speak in favor of any particular candidate currently before you, since all candidates are surely qualified. We respectfully urge you, however, to give priority to this long languishing vacancy on the bench in our community and appoint a candidate fully committed to living in Grayson County and serving this Honorable Court and community. We appreciate your timely consideration of this matter.

Sincerely,



Adam LeCrone

Grayson County Bar President

Pursuant to Resolution Passed on May 11, 2011 and re-urged September 28, 2011

Cc: Honorable Senator Kay Bailey Hutchison
United States Senate
284 Russell Senate Office Building
Washington, D.C. 20510-4304

Honorable Senator John Cornyn
United States Senate
517 Hart Senate Office Building
Washington, D.C. 20510-4304

Honorable Congresswoman Eddie Bernice Johnson
United States House of Representatives
2468 Rayburn Office Building
Washington, D.C. 20515

Honorable Congressman Lloyd Doggett
United States House of Representatives
201 Cannon House Office Building
Washington, D.C. 20515

Judicial Emergencies		As of 09/03/2013				
Circuit/District	Vacancy Created By	Reason	Vacancy Date	Days Pending	Weighted Filings per Judgeship*	Adjusted Filings per Panel*
01 - PR	Dominguez, Daniel R.	Senior	07/31/2011	765	438	
02 - NYS	Holwell, Richard J.	Resigned	02/07/2012	574	494	
02 - NYW	Siragusa, Charles J.	Senior	12/15/2012	262	648	
04 - NCE	Howard, Malcolm J.	Senior	12/31/2005	2803	680	
<u>05 - TXE</u>	Folsom, David	Retired	03/17/2012	535	<u>1137</u>	
<u>05 - TXE</u>	Ward, T. John	Retired	10/01/2011	703	<u>1137</u>	
05 - TXS	Jack, Janis Graham	Senior	06/01/2011	825	575	
05 - TXW	Furgeson Jr., W. Royal	Senior	11/30/2008	1738	719	
05 - CCA	Benavides, Fortunato P.	Senior	02/03/2012	578		894
05 - CCA	Garza, Emilio M.	Senior	08/01/2012	398		894
07 - WIW	Shabaz, John C.	Senior	01/20/2009	1687	642	
07 - CCA	Evans, Terence T.	Senior	01/07/2010	1335		516
09 - AZ	Martone, Frederick J.	Senior	01/30/2013	216	677	
09 - AZ	Bury, David C.	Senior	12/31/2012	246	677	
09 - AZ	Zapata, Frank R.	Senior	08/03/2010	1127	677	
09 - AZ	Murguia, Mary H.	Elevated	01/03/2011	974	677	
09 - AZ	Teilborg, James A.	Senior	01/30/2013	216	677	
09 - CAE	Ishii, Anthony W.	Senior	10/31/2012	307	1044	
09 - CAN	Ware, James	Retired	08/31/2012	368	662	
09 - CAN	Illston, Susan Yvonne	Senior	07/01/2013	64	662	
09 - CAN		FJC Director	10/03/2011	701	662	
09 - MT	Cebull, Richard F.	Senior	03/18/2013	169	375	
09 - MT	Haddon, Sam E.	Senior	12/31/2012	246	375	
09 - NV	Pro, Philip M.	Senior	12/31/2011	612	545	
09 - CCA	Fisher, Raymond C.	Senior	04/01/2013	155		840
09 - CCA	Trott, Stephen S.	Senior	12/31/2004	3168		840
10 - KS	Lungstrum, John W.	Senior	11/02/2010	1036	463	
11 - ALN	Smith Jr., C. Lynwood	Senior	08/31/2013	3	602	
11 - ALN	Johnson, Inge Prytz	Senior	10/24/2012	314	602	
11 - FLM	Antoon II, John	Senior	06/03/2013	92	644	
11 - FLM	Lazzara, Richard A.	Senior	12/17/2011	626	644	
11 - FLS	Jordan, Adalberto	Elevated	02/15/2012	566	648	
11 - FLS	Seitz, Patricia A.	Senior	11/16/2012	291	648	
11 - GAN	Cooper, Clarence	Senior	02/09/2009	1667	545	
11 - GAN	Martin, Beverly B.	Elevated	01/20/2010	1322	545	
11 - CCA	Birch Jr., Stanley F.	Retired	08/29/2010	1101		1033
11 - CCA	Edmondson, J. L.	Senior	07/15/2012	415		1033

Total Emergencies = 37

*Adjusted Filings per Panel and Weighted Filings per Judgeship are Calendar Year Data

A judicial emergency is defined as the following:

Circuit Court

- any vacancy in a court of appeals where adjusted filings per panel are in excess of 700; OR
- any vacancy in existence more than 18 months where adjusted filings are between 500 to 700 per panel.

District Court

- any vacancy where weighted filings are in excess of 600 per judgeship; OR
- any vacancy in existence more than 18 months where weighted filings are between 430 to 600 per judgeship; OR
- any court with more than one authorized judgeship and only one active judge.

(1), In determining judgeship needs in the U.S. district courts, the Judicial Conference uses *weighted filings* as a means of accounting for differences in the time required for judges to resolve various types of civil and criminal actions. Rather than counting each case as a single case, weights are applied based on the nature of cases. For example, cases involving a defaulted student loan are counted as 0.031 for each case and patent cases are counted as 1.9 cases. The criminal weights are applied on a per-defendant basis. The total for "*weighted filings per judgeship*" is the sum of all weights assigned to civil cases and criminal defendants, divided by the number of authorized judgeships.

(2), In the courts of appeals, *adjusted filings* are used in a similar manner to weighted filings in the district courts. Adjusted filings eliminate reinstated cases and weight pro se appeals as one-third of a case. All other cases have a weight of one. The total for "*adjusted filings per panel*" is adjusted filings divided by the number of authorized three-judge panels (authorized judgeships/3).



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 12/02/2013

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5830**

Awarding a Bid to and Authorizing Execution of a Contract with Jerry Paul Higgins, Ltd. for Installation of Nine Water Meters at Pump Stations throughout the City

Issue:

Award of Bid to Jerry Paul Higgins, Ltd. for the installation of nine water meters at eight pump stations within the City

Background:

The City has previously acquired water meters for installation at eight pump stations throughout the City. Bids were solicited for the installation of these meters at various pump stations throughout the City. Two bidders responded to the request for bids. Jerry Paul Higgins, Ltd. submitted the low bid in the amount of \$87,772.00.

Origination:

Utilities Administration

Financial Consideration:

The low bid to install the meters is \$87,772.00. Funds have been budgeted in the Capital Improvement Program for the installation of the meters.

Staff Recommendation:

It is recommended that the contract for the installation of the meters be awarded to Jerry Paul Higgins, Ltd. in the amount of \$87,772.00.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 5830

Contract

Bid Tab

RESOLUTION NO. 5830

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JERRY PAUL HIGGINS, LTD. FOR INSTALLATION OF NINE WATER METERS AT PUMP STATIONS THROUGHOUT THE CITY; 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 Jerry Paul Higgins, Ltd. is hereby awarded the bid in the total amount of Eighty-Seven Thousand Seven Hundred Seventy-Two Dollars and Zero Cents (\$87,772.00) for installation of nine (9) water meters at pump stations throughout the City; 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 by the City Attorney, to execute a contract with Jerry Paul Higgins, Ltd. 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 _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
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
and _____ ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

Installation of Meters at Eight Pump Stations in the City

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Commencement of Contract*
- A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract within forty five (45) days
- A. 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 completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions on or before _____.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$ 50.00 for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$ 50.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of \$ 50.00 represents a fair and reasonable estimate of the CITY'S damages.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

A. For all Project work, a total Sum of:

_____ (\$ _____)
(use words) (figure)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.

C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Performance Bond;
3. If applicable, the Unit Pricing in the Proposal;
4. Payment Bond;
5. Other Bonds;
 - a. Bid Bond (pages 1 to 2, inclusive);
 - b. _____;
 - c. _____;
6. General Conditions of Agreement;
7. Special Conditions of Agreement;
8. Any Other Documents listed in the Table of Contents of the Project Manual;
9. Any Drawings associated with the Project;
10. Addenda (if applicable);
11. Exhibits to this Contract(enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - d. _____;
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments;

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

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

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

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee: Mark Gibson

Address:

P.O. Box 1106

Sherman, Texas 75091

If intended for CONTRACTOR, to:

Designee: _____

Address:

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

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

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

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

B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT

TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

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

9.08 *Deletion of Arbitration Clause*

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

9.07 *Choice of Law: Venue.*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR:

George Olson

By: _____
City Manager

By: _____

Attest _____
City Clerk

Attest _____
Notary Public

Commission Expires: _____

Agent for service of process: _____

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

Approved as to form:

Brandon Shelby
City Attorney

BID TABULATION

PROJECT: Installations of Meters at Eight Pump Stations

OWNER: City Of Sherman

BID TIME & DATE: November 14, 2013 10:00 AM

BID LOCATION: City Hall Engineering Department

BIDDER	TOTAL AMOUNT OF BID
Lynn Vessels Construction, LLC.	\$ 87,850.71
JEAN PAUL HIGGINS, LTD	\$ 87,772.00
	\$ 78.71



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 12/02/2013

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5831**

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E., DBA Morris Engineers for the South Sherman Relief Sewer Project

Issue:

To consider a contract for professional engineering services with Morris Engineers for the South Sherman Relief Sewer

Background:

The current Capital Improvement Program contains a project to reconstruct portions of the City's South Sherman Relief Sewer. Morris Engineers is proposed to be the engineer for these improvements.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for the design of the project will be a lump sum of \$97,000.00 plus \$18,800.00 for surveying services. This project is funded through the Greater Texoma Utility Authority.

Staff Recommendation:

It is recommended that the contract with Morris Engineers for professional engineering services for the South Sherman Relief Sewer be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5831

Engineering Services Agreement

Location Map

RESOLUTION NO. 5831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TIMOTHY L. MORRIS, P.E., DBA MORRIS ENGINEERS FOR THE SOUTH SHERMAN RELIEF SEWER PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Timothy L. Morris, P.E., dba Morris Engineers for the South Sherman Relief Sewer Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

MORRIS ENGINEERS

November 15, 2013

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

**RE: Proposal of Engineering Services
Eastside Outfall Return Sewer
South Sherman Relief Sewer**

Dear Mark,

I am pleased to present this proposal of engineering services for the construction of the Eastside Outfall Return Sewer and the South Sherman Relief Sewer. The Eastside Outfall Return Sewer will be financed under the Texas Water Development Board SRF program and the South Sherman Relief Sewer will be financed conventionally by GTUA. Because of these financial arrangements, it will be necessary to compile separate plans and specifications for each project so that the bidding and construction can be managed separately. I am proposing a single engineering services contract to include both projects.

Major segments of the existing Eastside Outfall Return Sewer project have deteriorated during its many years of service and substantial maintenance effort is necessary to keep it functioning properly. Over 3000 feet of the sewer have already been replaced by city work forces. This project will replace 9500 feet of the old sewers that remain in service.

The South Sherman Relief Sewer project is proposed for the same kinds of reasons. This project will replace approximately 13,000 feet of existing sewers and will provide critical up-sizing.

I anticipate that all construction will occur in existing sewer easements.

I propose to provide basic engineering services for the projects that will consist of (1) preliminary project planning, (2) preparation of construction plans, specifications and contracts, (3) assistance with the solicitation and evaluation of bids, and (4) construction monitoring for conformance to the plans and specifications.

My preliminary estimate indicates the construction will cost about \$2,330,000. The project will require surveying for project design that I anticipate will cost in the range of \$35,000. I am proposing a lump sum fee for the engineering services of \$140,000. Other project

expenses will primarily relate to resident inspection and testing of the constructed works. Printing and other reimbursable expenses will be billed at our cost.

Attached for your information are preliminary project maps and a preliminary project budget estimate. I am also including 2 copies of a proposed engineering services contract. If you and your Council find the contract terms acceptable, please execute one copy and return it to me.

Thank you for allowing me to submit this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim", with a long horizontal stroke extending to the left.

Timothy L. Morris, P.E.

Enclosures: Engineering Services Agreement (2 copies); Project estimate; Map

AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of this ____ day of _____ in the year Two Thousand Twelve by and between the **City of Sherman, Texas** (hereinafter called OWNER) and Timothy L. Morris, P.E., (hereinafter called ENGINEER). OWNER intends to construct **two sanitary sewers: (1) the Eastside Outfall Return Sewer and (2) the South Sherman Relief Sewer** (hereinafter called the Projects).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1. General

ENGINEER shall perform professional services as hereinafter stated which include normal engineering services incidental thereto.

1.2. Study and Report

ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Projects and review available data.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types described in Paragraph 3 that are not part of Engineer's Basic Services, and assist OWNER in obtaining such data and services.

1.2.3. Identify requirements of governmental authorities having jurisdiction to approve portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

1.3. Preliminary Design Phase

ENGINEER shall:

1.3.1. Prepare preliminary design criteria and outline specifications.

1.3.2. Advise OWNER if additional data or services of the types described in Paragraph 3. are necessary and assist OWNER to obtain such data and services.

1.4. Final Design Phase

ENGINEER shall:

1.4.1. On the basis of the preliminary design, prepare final Drawings and Specifications to show the character and scope of the work to be performed by Contractor.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Furnish OWNER his opinion of typical cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.4.5. Furnish ten (10) copies of the Drawings, Specifications, and Construction Contract Documents to the OWNER.

1.5. Bidding or Negotiating Phase

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER to advertise for and obtain bids or negotiate proposals for each separate prime contract for construction, materials, services, or equipment.

1.5.2. Issue Addenda as appropriate to clarify or change the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of contractors and other persons and organizations proposed by prime contractor(s) for those portions of the work as to which such acceptability is required by the Contract Documents.

1.5.4. Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by Contactor(s) when substitution is permitted by the Contract Documents.

1.5.5. Attend the bid opening, tabulate the bids, and assist OWNER in evaluating the bids or proposals and in assembling and awarding contracts.

1.6. Construction Phase

During the Construction Phase:

1.6.1. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided by the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Construction Contract shall not be modified except as ENGINEER may agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided by the Contract Documents.

1.6.2. ENGINEER shall make periodic visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. ENGINEER will utilize, guide, and direct the activities of the Resident Project Representative assigned to the Project by OWNER according to Paragraph 2.2. and 7.2. to provide more continuous observation of the work. Based on information obtained by such observations, ENGINEER shall endeavor to determine if the work is proceeding in general conformance to the Contract Documents and to keep the OWNER informed of the progress of the work. ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) performing their work. ENGINEER shall have no responsibility for Contractor's failure to perform the work according to the Contract Documents. ENGINEER may disapprove or reject Contractor's work if ENGINEER believes the work will not produce a completed Project that conforms to the requirements of the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected by the Contract Documents.

1.6.3. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents. ENGINEER shall review shop drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept according to the Contract Documents. ENGINEER shall evaluate substitute materials and equipment proposed by Contractor according to the Contract Documents. ENGINEER may, as OWNER's representative, require special inspection or testing of the work and shall receive and review all certificates of inspection, testing, and approval required by the Contract Documents. ENGINEER shall prepare routine Change Orders, Field Orders, and Work Change Directives.

1.6.4. ENGINEER shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.5. Based on his on-site observations as an experienced and qualified design professional, or information provided by the Resident Project Representative, and on his review of Contractor's applications for payment and the accompanying data and schedules: ENGINEER shall determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated. Recommending a payment will not impose on ENGINEER responsibility to make any examination to ascertain how or for what purpose the

Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.6. ENGINEER shall conduct an inspection to determine if the Projects are substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor. ENGINEER's recommendation of any payment or performance of any inspections does not relieve Contractor(s) of any responsibility to fulfill the terms of the Contract Documents nor will such inspection or recommendation place any responsibility on ENGINEER for Contractor(s)' failure to perform according to the Contract Documents.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

1.6.8. ENGINEER shall prepare for OWNER a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) and Resident Project Representative to ENGINEER and which ENGINEER considers significant.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans, or permits in connection with the Project; preparations or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

- 2.1.5. Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out-of-sequence work.
- 2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of the design, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and assistance in obtaining financing for the Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7. Furnishing the services of independent consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, and providing data or services of the types described in Paragraph 3.
- 2.1.8. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.9. Services in connection with Change Orders and Work Change Directives to reflect changes requested by OWNER if the compensation for Basic Services is not commensurate with the additional services rendered; services in making revisions to Drawings and Specifications caused by acceptance of substitutions proposed by Contractor; and services resulting from significant delays, changes, or price increases occurring as a direct result of the Project.
- 2.1.10. Services during out-of-town travel required of ENGINEER other than visits to the Projects sites as required by Section 1.
- 2.1.11. Providing field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with its work and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
- 2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.
- 2.1.13. Preparation of operating, maintenance, and staffing manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.14. Service after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.15. Serving as a consultant or witness for OWNER in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16. Additional service in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction

A Resident Project Representative and assistants will be furnished by OWNER who will act as directed by ENGINEER in order to provide further protection against defects and deficiencies in the work. OWNER and ENGINEER will cooperate to provide mutual assistance for the accomplishment of ENGINEER's responsibilities and those of the Resident Project Representative. OWNER and ENGINEER shall each be responsible for their own acts or omissions and neither may be held responsible for the acts or omissions of the other.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide full information as to his requirements for the Project.
- 3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Projects including previous reports and any other data relative to design and construction of the Projects.
- 3.3. Surveying Services. OWNER will provide, at OWNER's direct expense, surveying and mapping services necessary for the design of the projects and acquisition of easements.
- 3.4. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; environmental assessment and impact statements; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions, zoning, deed, and other land use; restriction; and other special data or consultations not covered in Paragraph 2; all of which ENGINEER may rely upon in performing his services.
- 3.5. Provide, if required by the Construction Contract, engineering surveys and staking to enable Contractor(s) to proceed with the layout of the work.
- 3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as he deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8. Pay all costs incident to obtaining bids or proposals from contractors.

- 3.9. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Projects, and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.
- 3.10. Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret OWNER's policies and decisions with respect to ENGINEER's services.
- 3.11. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Projects.
- 3.12. Furnish approvals and permits from all governmental authorities having jurisdiction over the Projects and such approvals and consents from others as may be necessary for completion of the Projects.
- 3.13. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.14. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIOD OF SERVICE

- 4.1 The provisions of 4.2. through 4.8., inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of Construction Contracts, and construction of the Projects including extra work and required extensions thereto.
- 4.2. The service called for in the Preparatory Phase and Preliminary Design Phase will be completed within **thirty (30)** calendar days following the authorization to proceed with that phase of services.
- 4.3. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver contract Documents for all authorized work on the Project within **one hundred twenty (120)** calendar days after the authorization to proceed with that phase of services.
- 4.4. ENGINEER's services under the Preparatory Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.
- 4.5. After acceptance by OWNER of the Contract Documents and ENGINEER's most recent opinion of typical Project Cost and upon authorization to proceed, ENGINEER shall proceed with performance of

the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with Contractor(s).

4.6. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon the written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involved more than one prime contract.

4.7. In the event that the work of either Project is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

4.8. If OWNER has requested significant modifications or changes in the scope of the Projects, the time of performance of ENGINEER's services shall be adjusted appropriately.

4.9. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after the completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Projects are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.3. for the services delayed or suspended. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 – PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER

5.1.1. Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 on the following basis:

Lump Sum. If the work of each Project is awarded on the basis of one prime contract for each project, a lump sum fee of Forty-three thousand and 00/100 Dollars (\$43,000.00) for the Eastside Outfall Return Sewer and Ninety-seven thousand and 00/100 Dollars (\$97,000) for the South Sherman Relief Sewer.

5.1.2. Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.15., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 2.1.14), on the basis of the fee schedule listed in Paragraph 7.1.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to Paragraph 2.1.7., the amount billed to ENGINEER times a factor of 1.05.

5.1.2.3. Serving as a Witness. For the services of the principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.14, at the rate of 1.2 times the fees listed in Paragraph 7.1. (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. A Resident Project Representative will be furnished under Paragraph 2.2. by and at the expense of the OWNER.

5.1.3. Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

5.1.4. As used in this Paragraph 5.1., the term "reimbursable expenses" will have the meanings assigned in Paragraph 5.3.1.

5.2. Times of Payment

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursement expenses incurred. When compensation is on the basis of a lump sum or percentage of construction cost the periodic statements will be based upon ENGINEER's hourly fee schedule. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.2.2. The OWNER shall, upon conclusion of each phase of Basic Services, pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following of total compensation for all phases of Basic Services:

EASTSIDE OUTFALL RETURN SEWER

<u>Phase</u>	<u>Fee</u>
Preliminary Engineering	\$ 2,500.00
Design	\$ 35,000.00
Bidding and Construction	<u>\$ 5,500.00</u>
Total	\$ 43,000.00

SOUTH SHERMAN RELIEF SEWER

<u>Phase</u>	<u>Fee</u>
Preliminary Engineering	\$ 5,000.00
Design	\$ 80,000.00
Bidding and Construction	<u>\$ 12,000.00</u>
Total	\$ 97,000.00

5.3. General

5.3.1. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; insurance in addition to that identified by Section 7.3; and, if authorized in advance by OWNER, overtime requiring higher than regular rates.

5.3.2. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefore, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3. If this Agreement is terminated by OWNER, upon the completion of any phase of the Basic Services, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis ENGINEER's hourly fee schedule times a factor of 1.25 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services and unpaid reimbursable expenses, plus all termination expenses. Termination expenses mean reimbursable expenses directly attributable to termination.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination

This Agreement may be terminated at the sole discretion of either party upon thirty days' written notice.

6.2. Reuse of Documents.

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Agreement are instruments of his services in respect of the Projects. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by the OWNER without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.3. Estimates of Cost.

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost, construction cost, or typical costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER can not and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to the construction cost he shall employ an independent cost estimator as provided in Paragraph 3.9.

6.4. Successors and Assigns.

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5. Fiduciary Responsibility

ENGINEER offers no fiduciary service to OWNER and ENGINEER has no fiduciary responsibility to OWNER.

SECTION 7 – SPECIAL PROVISIONS

OWNER and ENGINEER agree that this AGREEMENT is subject to the following special provisions which together with the provisions hereof and the exhibits and schedules hereto represent the entire AGREEMENT between OWNER and ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

7.1. Hourly Fee Schedule

The hourly fee schedule primary project personnel are:

Professional Engineer	\$85.00 per hour
Designer	\$45.00 per hour
Engineering Technician	\$35.00 per hour
Engineering Administration	\$35.00 per hour

7.2. Resident Project Representative.

ENGINEER recommends and OWNER agrees to provide at OWNER's direct expense a Resident Project Representative during the project construction.

7.3. ENGINEER's Insurance.

The ENGINEER shall carry and keep in force during this contract, policies of insurance in the minimum amounts as set forth below.

General Liability:	Single Limit.....	\$1,000,000
	Aggregate.....	\$2,000,000
Workers' Compensation:		Statutory

Automobile Liability:		
Combined Single Limit:		\$1,000,000

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

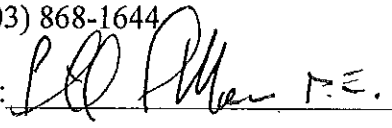
City of Sherman
P.O. Box 1106
220 W. Mulberry
Sherman, Texas 75091-1106
(903) 892-7210

By: _____

Title: _____

ENGINEER:

Timothy L. Morris, P.E.
P.O. Box 606
225 E. Houston
Sherman, Texas 75091-0606
(903) 868-1644

By:  P.E.

Title: Professional Engineer



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 12/02/2013

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5832**

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E., DBA Morris Engineers for the Eastside Outfall Return Sewer Project

Issue:

To consider a contract for professional engineering services with Morris Engineers for the Eastside Outfall Return Sewer

Background:

The current Capital Improvement Program contains a project to reconstruct portions of the City's Eastside Outfall Return Sewer. Morris Engineers is proposed to be the engineer for these improvements.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for the design of the project will be a lump sum of \$43,000.00 plus \$16,200.00 for surveying services. This project is funded through the Greater Texoma Utility Authority.

Staff Recommendation:

It is recommended that the contract with Morris Engineers for professional engineering services for the Eastside Outfall Return Sewer be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5832

Engineering Agreement

Project Location Map

RESOLUTION NO. 5832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TIMOTHY L. MORRIS, P.E., DBA MORRIS ENGINEERS FOR THE EASTSIDE OUTFALL RETURN SEWER PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Timothy L. Morris, P.E., dba Morris Engineers for the Eastside Outfall Return Sewer Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

MORRIS ENGINEERS

November 15, 2013

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

**RE: Proposal of Engineering Services
Eastside Outfall Return Sewer
South Sherman Relief Sewer**

Dear Mark,

I am pleased to present this proposal of engineering services for the construction of the Eastside Outfall Return Sewer and the South Sherman Relief Sewer. The Eastside Outfall Return Sewer will be financed under the Texas Water Development Board SRF program and the South Sherman Relief Sewer will be financed conventionally by GTUA. Because of these financial arrangements, it will be necessary to compile separate plans and specifications for each project so that the bidding and construction can be managed separately. I am proposing a single engineering services contract to include both projects.

Major segments of the existing Eastside Outfall Return Sewer project have deteriorated during its many years of service and substantial maintenance effort is necessary to keep it functioning properly. Over 3000 feet of the sewer have already been replaced by city work forces. This project will replace 9500 feet of the old sewers that remain in service.

The South Sherman Relief Sewer project is proposed for the same kinds of reasons. This project will replace approximately 13,000 feet of existing sewers and will provide critical up-sizing.

I anticipate that all construction will occur in existing sewer easements.

I propose to provide basic engineering services for the projects that will consist of (1) preliminary project planning, (2) preparation of construction plans, specifications and contracts, (3) assistance with the solicitation and evaluation of bids, and (4) construction monitoring for conformance to the plans and specifications.

My preliminary estimate indicates the construction will cost about \$2,330,000. The project will require surveying for project design that I anticipate will cost in the range of \$35,000. I am proposing a lump sum fee for the engineering services of \$140,000. Other project

expenses will primarily relate to resident inspection and testing of the constructed works. Printing and other reimbursable expenses will be billed at our cost.

Attached for your information are preliminary project maps and a preliminary project budget estimate. I am also including 2 copies of a proposed engineering services contract. If you and your Council find the contract terms acceptable, please execute one copy and return it to me.

Thank you for allowing me to submit this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim", with a long horizontal stroke extending to the left.

Timothy L. Morris, P.E.

Enclosures: Engineering Services Agreement (2 copies); Project estimate; Map

AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of this ____ day of _____ in the year Two Thousand Twelve by and between the **City of Sherman, Texas** (hereinafter called OWNER) and Timothy L. Morris, P.E., (hereinafter called ENGINEER). OWNER intends to construct **two sanitary sewers: (1) the Eastside Outfall Return Sewer and (2) the South Sherman Relief Sewer** (hereinafter called the Projects).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1. General

ENGINEER shall perform professional services as hereinafter stated which include normal engineering services incidental thereto.

1.2. Study and Report

ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Projects and review available data.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types described in Paragraph 3 that are not part of Engineer's Basic Services, and assist OWNER in obtaining such data and services.

1.2.3. Identify requirements of governmental authorities having jurisdiction to approve portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

1.3. Preliminary Design Phase

ENGINEER shall:

1.3.1. Prepare preliminary design criteria and outline specifications.

1.3.2. Advise OWNER if additional data or services of the types described in Paragraph 3. are necessary and assist OWNER to obtain such data and services.

1.4. Final Design Phase

ENGINEER shall:

1.4.1. On the basis of the preliminary design, prepare final Drawings and Specifications to show the character and scope of the work to be performed by Contractor.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Furnish OWNER his opinion of typical cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.4.5. Furnish ten (10) copies of the Drawings, Specifications, and Construction Contract Documents to the OWNER.

1.5. Bidding or Negotiating Phase

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER to advertise for and obtain bids or negotiate proposals for each separate prime contract for construction, materials, services, or equipment.

1.5.2. Issue Addenda as appropriate to clarify or change the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of contractors and other persons and organizations proposed by prime contractor(s) for those portions of the work as to which such acceptability is required by the Contract Documents.

1.5.4. Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.

1.5.5. Attend the bid opening, tabulate the bids, and assist OWNER in evaluating the bids or proposals and in assembling and awarding contracts.

1.6. Construction Phase

During the Construction Phase:

1.6.1. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided by the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Construction Contract shall not be modified except as ENGINEER may agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided by the Contract Documents.

1.6.2. ENGINEER shall make periodic visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. ENGINEER will utilize, guide, and direct the activities of the Resident Project Representative assigned to the Project by OWNER according to Paragraph 2.2. and 7.2. to provide more continuous observation of the work. Based on information obtained by such observations, ENGINEER shall endeavor to determine if the work is proceeding in general conformance to the Contract Documents and to keep the OWNER informed of the progress of the work. ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) performing their work. ENGINEER shall have no responsibility for Contractor's failure to perform the work according to the Contract Documents. ENGINEER may disapprove or reject Contractor's work if ENGINEER believes the work will not produce a completed Project that conforms to the requirements of the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected by the Contract Documents.

1.6.3. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents. ENGINEER shall review shop drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept according to the Contract Documents. ENGINEER shall evaluate substitute materials and equipment proposed by Contractor according to the Contract Documents. ENGINEER may, as OWNER's representative, require special inspection or testing of the work and shall receive and review all certificates of inspection, testing, and approval required by the Contract Documents. ENGINEER shall prepare routine Change Orders, Field Orders, and Work Change Directives.

1.6.4. ENGINEER shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.5. Based on his on-site observations as an experienced and qualified design professional, or information provided by the Resident Project Representative, and on his review of Contractor's applications for payment and the accompanying data and schedules: ENGINEER shall determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated. Recommending a payment will not impose on ENGINEER responsibility to make any examination to ascertain how or for what purpose the

Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.6. ENGINEER shall conduct an inspection to determine if the Projects are substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor. ENGINEER's recommendation of any payment or performance of any inspections does not relieve Contractor(s) of any responsibility to fulfill the terms of the Contract Documents nor will such inspection or recommendation place any responsibility on ENGINEER for Contractor(s)' failure to perform according to the Contract Documents.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

1.6.8. ENGINEER shall prepare for OWNER a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) and Resident Project Representative to ENGINEER and which ENGINEER considers significant.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans, or permits in connection with the Project; preparations or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

- 2.1.5. Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out-of-sequence work.
- 2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of the design, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and assistance in obtaining financing for the Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7. Furnishing the services of independent consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, and providing data or services of the types described in Paragraph 3.
- 2.1.8. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.9. Services in connection with Change Orders and Work Change Directives to reflect changes requested by OWNER if the compensation for Basic Services is not commensurate with the additional services rendered; services in making revisions to Drawings and Specifications caused by acceptance of substitutions proposed by Contractor; and services resulting from significant delays, changes, or price increases occurring as a direct result of the Project.
- 2.1.10. Services during out-of-town travel required of ENGINEER other than visits to the Projects sites as required by Section 1.
- 2.1.11. Providing field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with its work and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
- 2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.
- 2.1.13. Preparation of operating, maintenance, and staffing manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.14. Service after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.15. Serving as a consultant or witness for OWNER in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16. Additional service in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction

A Resident Project Representative and assistants will be furnished by OWNER who will act as directed by ENGINEER in order to provide further protection against defects and deficiencies in the work. OWNER and ENGINEER will cooperate to provide mutual assistance for the accomplishment of ENGINEER's responsibilities and those of the Resident Project Representative. OWNER and ENGINEER shall each be responsible for their own acts or omissions and neither may be held responsible for the acts or omissions of the other.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide full information as to his requirements for the Project.
- 3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Projects including previous reports and any other data relative to design and construction of the Projects.
- 3.3. Surveying Services. OWNER will provide, at OWNER's direct expense, surveying and mapping services necessary for the design of the projects and acquisition of easements.
- 3.4. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; environmental assessment and impact statements; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions, zoning, deed, and other land use; restriction; and other special data or consultations not covered in Paragraph 2; all of which ENGINEER may rely upon in performing his services.
- 3.5. Provide, if required by the Construction Contract, engineering surveys and staking to enable Contractor(s) to proceed with the layout of the work.
- 3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as he deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8. Pay all costs incident to obtaining bids or proposals from contractors.

- 3.9. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Projects, and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.
- 3.10. Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret OWNER's policies and decisions with respect to ENGINEER's services.
- 3.11. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Projects.
- 3.12. Furnish approvals and permits from all governmental authorities having jurisdiction over the Projects and such approvals and consents from others as may be necessary for completion of the Projects.
- 3.13. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.14. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIOD OF SERVICE

- 4.1 The provisions of 4.2. through 4.8., inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of Construction Contracts, and construction of the Projects including extra work and required extensions thereto.
- 4.2. The service called for in the Preparatory Phase and Preliminary Design Phase will be completed within **thirty (30)** calendar days following the authorization to proceed with that phase of services.
- 4.3. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver contract Documents for all authorized work on the Project within **one hundred twenty (120)** calendar days after the authorization to proceed with that phase of services.
- 4.4. ENGINEER's services under the Preparatory Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.
- 4.5. After acceptance by OWNER of the Contract Documents and ENGINEER's most recent opinion of typical Project Cost and upon authorization to proceed, ENGINEER shall proceed with performance of

the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with Contractor(s).

4.6. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon the written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involved more than one prime contract.

4.7. In the event that the work of either Project is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

4.8. If OWNER has requested significant modifications or changes in the scope of the Projects, the time of performance of ENGINEER's services shall be adjusted appropriately.

4.9. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after the completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Projects are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.3. for the services delayed or suspended. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 – PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER

5.1.1. Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 on the following basis:

Lump Sum. If the work of each Project is awarded on the basis of one prime contract for each project, a lump sum fee of Forty-three thousand and 00/100 Dollars (\$43,000.00) for the Eastside Outfall Return Sewer and Ninety-seven thousand and 00/100 Dollars (\$97,000) for the South Sherman Relief Sewer.

5.1.2. Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.15., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 2.1.14), on the basis of the fee schedule listed in Paragraph 7.1.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to Paragraph 2.1.7., the amount billed to ENGINEER times a factor of 1.05.

5.1.2.3. Serving as a Witness. For the services of the principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.14, at the rate of 1.2 times the fees listed in Paragraph 7.1. (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. A Resident Project Representative will be furnished under Paragraph 2.2. by and at the expense of the OWNER.

5.1.3. Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

5.1.4. As used in this Paragraph 5.1., the term "reimbursable expenses" will have the meanings assigned in Paragraph 5.3.1.

5.2. Times of Payment

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursement expenses incurred. When compensation is on the basis of a lump sum or percentage of construction cost the periodic statements will be based upon ENGINEER's hourly fee schedule. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.2.2. The OWNER shall, upon conclusion of each phase of Basic Services, pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following of total compensation for all phases of Basic Services:

EASTSIDE OUTFALL RETURN SEWER

<u>Phase</u>	<u>Fee</u>
Preliminary Engineering	\$ 2,500.00
Design	\$ 35,000.00
Bidding and Construction	<u>\$ 5,500.00</u>
Total	\$ 43,000.00

SOUTH SHERMAN RELIEF SEWER

<u>Phase</u>	<u>Fee</u>
Preliminary Engineering	\$ 5,000.00
Design	\$ 80,000.00
Bidding and Construction	<u>\$ 12,000.00</u>
Total	\$ 97,000.00

5.3. General

5.3.1. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; insurance in addition to that identified by Section 7.3; and, if authorized in advance by OWNER, overtime requiring higher than regular rates.

5.3.2. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefore, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3. If this Agreement is terminated by OWNER, upon the completion of any phase of the Basic Services, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis ENGINEER's hourly fee schedule times a factor of 1.25 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services and unpaid reimbursable expenses, plus all termination expenses. Termination expenses mean reimbursable expenses directly attributable to termination.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination

This Agreement may be terminated at the sole discretion of either party upon thirty days' written notice.

6.2. Reuse of Documents.

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Agreement are instruments of his services in respect of the Projects. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by the OWNER without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.3. Estimates of Cost.

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost, construction cost, or typical costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER can not and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to the construction cost he shall employ an independent cost estimator as provided in Paragraph 3.9.

6.4. Successors and Assigns.

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5. Fiduciary Responsibility

ENGINEER offers no fiduciary service to OWNER and ENGINEER has no fiduciary responsibility to OWNER.

SECTION 7 – SPECIAL PROVISIONS

OWNER and ENGINEER agree that this AGREEMENT is subject to the following special provisions which together with the provisions hereof and the exhibits and schedules hereto represent the entire AGREEMENT between OWNER and ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

7.1. Hourly Fee Schedule

The hourly fee schedule primary project personnel are:

Professional Engineer	\$85.00 per hour
Designer	\$45.00 per hour
Engineering Technician	\$35.00 per hour
Engineering Administration	\$35.00 per hour

7.2. Resident Project Representative.

ENGINEER recommends and OWNER agrees to provide at OWNER's direct expense a Resident Project Representative during the project construction.

7.3. ENGINEER's Insurance.

The ENGINEER shall carry and keep in force during this contract, policies of insurance in the minimum amounts as set forth below.

General Liability:	Single Limit.....	\$1,000,000
	Aggregate.....	\$2,000,000
Workers' Compensation:		Statutory

Automobile Liability:
Combined Single Limit: \$1,000,000

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

City of Sherman
P.O. Box 1106
220 W. Mulberry
Sherman, Texas 75091-1106
(903) 892-7210

By: _____

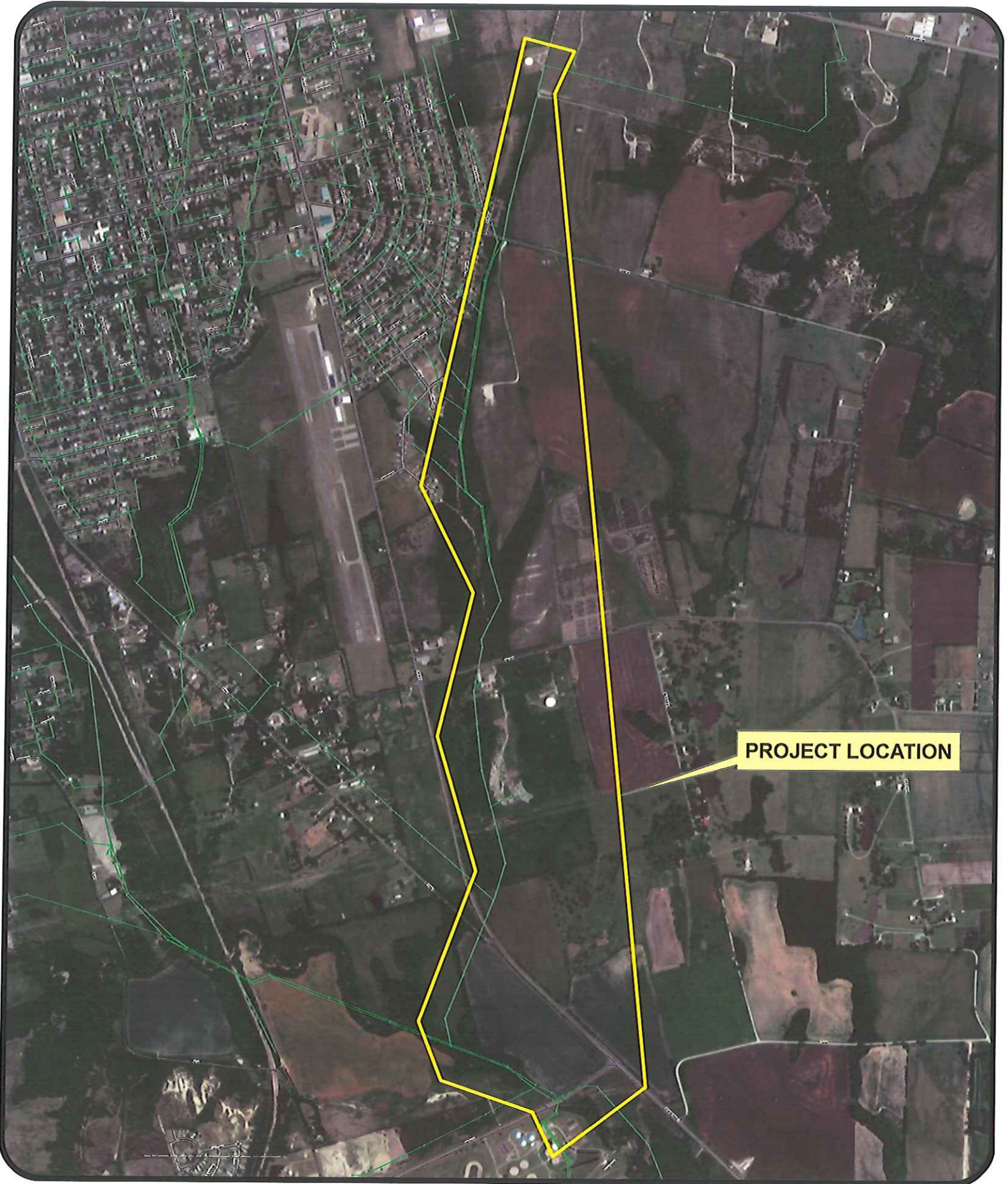
Title: _____

ENGINEER:

Timothy L. Morris, P.E.
P.O. Box 606
225 E. Houston
Sherman, Texas 75091-0606
(903) 868-1644

By: D. M. M. M. M.

Title: Professional Engineer



PROJECT LOCATION



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 12/02/2013

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

CHANGE ORDER NO. 1

2010-2013 Biosolids Project; Renda Environmental, Inc.; \$455,840.00, Increase

Issue:

Change Order No. 1 extends the existing three-year biosolids disposal contract for two additional years and includes a CPI adjustment to the unit price during this extension period.

Background:

The original project was to remove all stored sludge from the biosolids storage basins and dispose of all newly produced sludge during the three-year contract period. This "unit price" contract was highly successful, removing 100.71% of the estimated 10,000 dry metric tons at 96.92% of the estimated contract price.

The two-year extension is proposed in order to provide time for the City to develop a replacement sludge handling program. This extension will begin upon approval of this change order.

Origination:

Utility Administration

Financial Consideration:

Estimated costs of extending this "unit price" contract will be about \$275,000.00 per year. Funding for this project is available in the Treatment Services operating budget.

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

CHANGE ORDER NO. 1

PROJECT: 2010 – 2013 BIOSOLIDS PROJECT

OWNER: CITY OF SHERMAN, TEXAS

ENGINEER: FREEMAN-MILLICAN, INC.

DATE: DECEMBER 2, 2013

This change order forms a part of the Contract Documents and modifies the original Project Manual and/or Drawings dated July 2010 as noted below. The Contractor is hereby authorized, subject to the Contract provisions, to make the following changes:

PROJECT MANUAL:

1. **Refer to Section 01 11 00, Part 1, Section 1.01 WORK COVERED BY CONTRACT DOCUMENTS:**
The current contract expires on October 22, 2013 (three years from the "Notice to Proceed" date). This document extends the contract an additional two years to October 21, 2015.
2. **Refer to Section 00 70 00, Article 10-CHANGES IN THE WORK; CLAIMS, Section 10.01 A:**
The original estimated quantity of biosolids was 10,000 dry metric tons (dmt) over the three year life of the contract. Add an additional 1,400 dmt estimated to be processed in the two-year contract extension. The City will pay for a minimum of 600 dmt/year during the extension period.
3. **Refer to Section 00 70 00, Article 12-CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES, Section 12.01A and Section 00 73 00 Supplementary Conditions SC-10:** The cost for additional work for the 1st year will be \$320.00/dry metric ton for both digester sludge and basin sludge. The unit price during the 2nd year of the extension shall be the price paid during the 1st year of the extension adjusted by the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers in the Dallas/Fort Worth area over the 12 consecutive calendar months constituting the first year of the extension. This CPI adjustment shall not exceed 3.5%.
4. **Refer to Section 00 70 00, Article 14 –PAYMENTS TO CONTRACTOR AND COMPLETION Section 14.02(A)3: Retainage:** Through September 2013, Sherman has withheld 3.5% (approximately \$92,000) from the payments for retainage to ensure adequate repairs, clean-up, and regrading. Since the storage basins have now been emptied and regraded, only the work site and possibly the NE basin will require clean-up actions at the conclusion of this extension period. Accordingly, the City will reduce the retainage to \$25,000.00, or \$40,000 if the NE storage basin is used for the entire two years and is not emptied until the end of the second year of the extension, to cover remaining clean-up activities at the end of the two year extension. This would remove the requirement of withholding additional future retainage from the work accomplished under this Change Order. The difference between the actual retainage withheld during the original three-year contract period and the \$25,000.00 or \$40,000.00, as appropriate, will be paid to the contractor upon successful execution of this two-year extension. The remaining \$25,000.00, or \$40,000.00 as appropriate, in retainage will be paid to the contractor at the end of the 2-year extension after all clean-up, repairs, and regrading is completed.

5. Refer to Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION, Section 1.04 Methods of Work: Winter Operations and Use of the NE Storage Basin: Because of the temporary nature of Renda's equipment set-up, it is subject to freezing during cold weather. Since projected sludge production is lower than would be necessary to support daily operations, it may be desirable for Renda to shut down during the cold months. This would be at the contractor's option, but he should notify the wastewater plant if he chooses to shut down. During such a shut down, Sherman could store produced sludge in the NE holding basin until a resumption of dewatering operations can be supported by warmer temperatures. This storage basin may also be used at other times when the City needs to discharge digested sludge and the contractor is unable to have staff onsite to process the sludge, thereby allowing the contractor flexibility in scheduling his employees. If the contractor makes use of the basin for storing sludge, he then has an obligation to remove and process stored sludge from the NE storage basin, at no additional cost, before completing the extension period. During the final year, all sludge shall be removed from the storage basin and it must be regraded and restored to specifications.
6. Refer to Section 02 91 00, BIOSOLIDS PROCESSING, REMOVING, TRANSPORTING, AND DISPOSING, PART 1: GENERAL, Section 1.05 B.1.b., PART 3: EXECUTION, Section 3.01 C.3 & C.4., and ADDENDUM NO. 1, A. Specifications, paragraph 4.h: The wastewater treatment plant plans on pumping dilute digester biosolids for processing three days per week and will pre-coordinate with the contractor whenever additional pumping days are required. Accordingly, the contractor is expected to dewater, process, and remove dilute biosolids from the wastewater treatment plant at least three days per week. Which specific days may vary week-to-week and will be coordinated between the wastewater plant staff and the contractor's staff.

DRAWINGS:

No Changes

Original Contract Amount:	\$2,725,000.00
Additions/Reductions Previous Change Orders:	\$0.00
Addition This Change Order:	\$455,840.00
Revised Contract Amount:	\$3,180,840.00
Original Contract Time:	1095 Days
Extensions/Reductions Previous Change Orders:	0 Days
Extension This Change Order	730 Days
Revised Contract Time:	1825 Days

RECOMMENDED:

David S. Gatto
FREEMAN-MILLICAN, INC.

11-20-2013
DATE

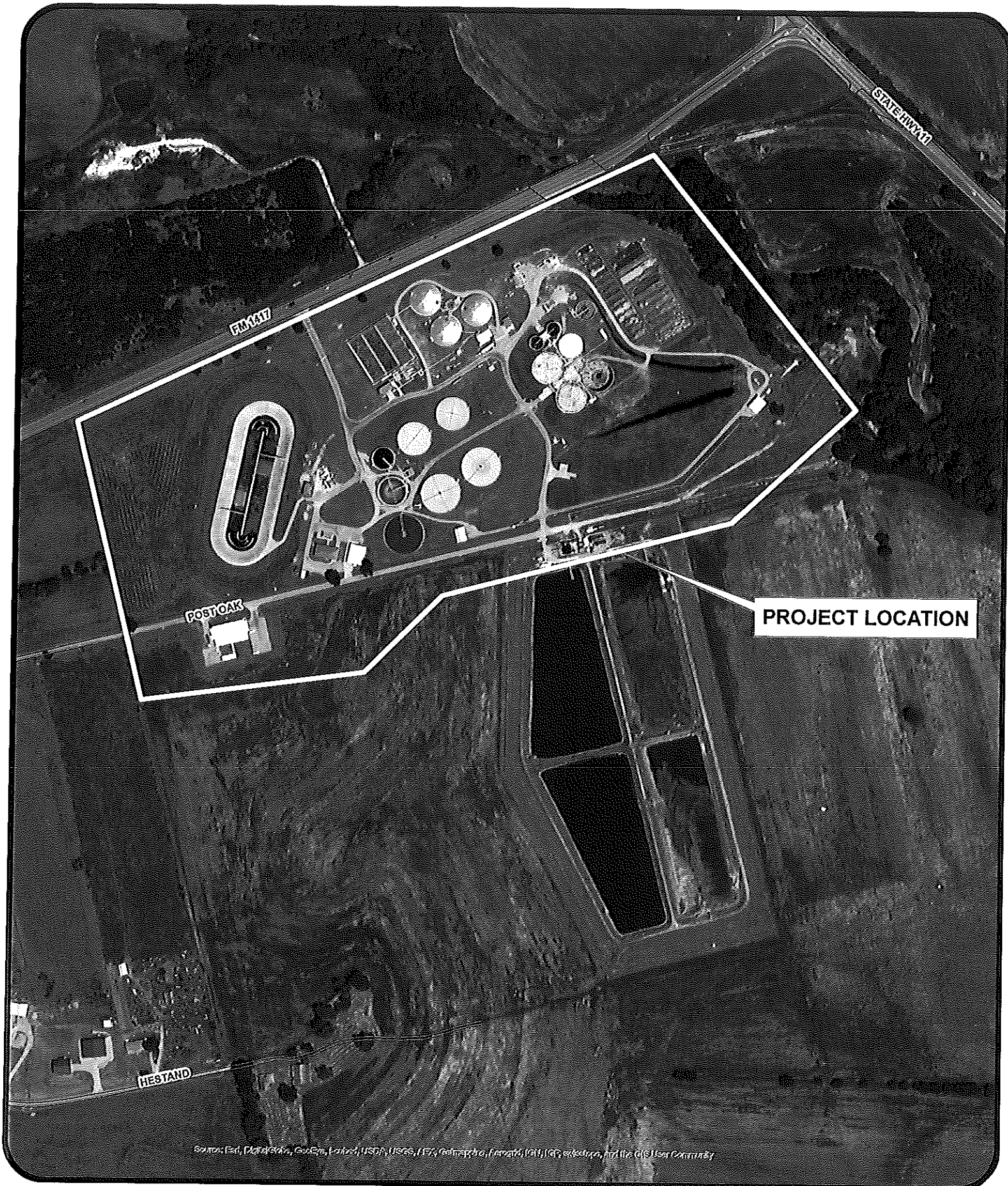
APPROVED:

W. Miller
CONTRACTOR

11/11/13
DATE

OWNER

DATE





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 12/02/2013

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

PAYMENT APPROVAL

Authorizing Payment of the City of Sherman's Water System Fee to the Texas Commission on Environmental Quality

Issue:

Payment of the City's Water System Fee of \$40,407.10 to the Texas Commission on Environmental Quality (TCEQ)

Background:

Each year, the State of Texas through the TCEQ charges the City a water system fee to support TCEQ activities.

Origination:

Utility Administration

Financial Consideration:

The City of Sherman's water system fee for fiscal year 2014 is \$40,407.10. Funds are budgeted in the Utility Fund water production operating budget for the expense.

Staff Recommendation:

It is recommended that the City Council approve the payment of the fee.

Alternatives:

As may be directed by the City Council

Attachments

TCEQ Invoice



COMPANY: CITY OF SHERMAN
ACCOUNT: 90910006

PAGE 1

0090910006 1533367 00040407101231133



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 12/02/2013

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

PAYMENT APPROVAL

Authorizing Payment of the City of Sherman's Wastewater System Fee to the Texas Commission on Environmental Quality

Issue:

Payment of the City's Wastewater System Fee of \$83,574.00 to the Texas Commission on Environmental Quality (TCEQ)

Background:

Each year, the State of Texas through the TCEQ charges the City a wastewater system fee to support TCEQ activities.

Origination:

Utility Administration

Financial Consideration:

The City of Sherman's wastewater system fee for fiscal year 2014 is \$83,574.00. Funds are budgeted in the Utility Fund treatment services operating budget for this expense.

Staff Recommendation:

It is recommended that the Council approve the payment of the fee.

Alternatives:

As may be directed by the City Council

Attachments

TCEQ Invoice



TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF SHERMAN
ACCOUNT: 23006475

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS -

PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23006475	NOV06, 13	0.00	0.00	83,574.00

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30, 13	CWQ0039787	PERMIT 0010329001 FY14 CWQ ASSESSMENT FE	83,574.00	83,574.00

Please return coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

83,574.00

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

NOV06, 13

DETACH THIS PORTION AND RETURN WITH
CHECK OR MONEY ORDER PAYABLE TO:



TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23006475	83,574.00

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

**INVOICES NOT PAID WITHIN
30 DAYS OF INVOICE DATE WILL
ACCRUE PENALTIES**

CITY OF SHERMAN

PO BOX 1106

SHERMAN TX 75091-1106

0023006475 1533360 00083574001231135



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 12/02/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Receive the Sherman Chamber of Commerce's Presentation on the Sherman Christmas Parade and Snowflake Festival on December 6, 2013

Issue:

A presentation on the Sherman Christmas Parade and Snowflake Festival, scheduled for Friday, December 6, 2013

Background:

At the November 4th meeting, the City Council approved the closure of certain streets in the downtown area, along with traffic control assistance and barricades, for the annual Sherman Christmas Parade and Snowflake Festival, to take place on Friday, December 6th. The Sherman Chamber of Commerce is coordinating this event; and Chamber Events Coordinator Lauren Roth will give the City Council a brief presentation covering both events.

Origination:

The City Manager's Office

Financial Consideration:

None

Staff Recommendation:

There is no action required of the Council for this item.

Alternatives:

None recommended

Attachments

A "Story Book Christmas" Flyer

Sherman Chamber of Commerce Presents:

Story Book Christmas

Friday, December 6, 2013

Snowflake Festival begins at 3 pm

Christmas Parade begins at 7 pm

**Contact the Sherman Chamber of Commerce
for more information**

903-893-1184 lroth@shermanchamber.us





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 12/02/2013

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2014 Martin Luther King, Jr. Parade on Saturday, January 18, 2014, with a rainout date of Monday, January 20, 2014

Issue:

The Neighborhood Recreational Committee has submitted a request to close certain streets for the 2014 Martin Luther King, Jr. Day Parade, taking place at noon on Saturday, January 18, 2014 with a rainout date of Monday, January 20, 2014.

Background:

The parade will follow the route described in the attached request and outlined on the attached map. The event will require traffic control assistance and barricades from the City of Sherman.

Origination:

Tracey Ross, President of the Neighborhood Recreational Committee

Financial Consideration:

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

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

MLK Jr. Day Parade Request Letter

MLK Jr. Day Parade Route Description

MLK Jr. Day Parade Map

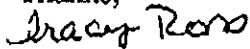
Sherman City Manager
Attn: Don Keen
220 W. Mulberry
Sherman, Texas 75090

Dear Mr. Keen,

The Neighborhood Recreational Committee would like to host a Martin Luther King Parade on Saturday Jan 18, 2014. Starting time at 12:00pm from downtown Sherman proceeding over to the Martin Luther King Park.

If any additional information is needed, please feel free to contact Tracey Ross @ 903-819-4977. Thanks in advance for the City of Sherman support of our 2nd annual parade.

Thanks,


Tracey Ross

Route to the MLK Park

Leaving from in front of First Baptist Church proceeding down Travis to Brockett turning right on Brockett down to East St turning left on East St. proceeding to the MLK Park.

I plan for this Parade to be a little bit bigger than last years I will be advertising to the Public.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No.

Meeting Date: 12/02/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2013 Council Calendar

2014 Council Calendar

2013

JANUARY						
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03/13/2013	12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates
04/26/2013	Called Budget Planning Meeting in Council Chambers
06/19/2013	Called Budget Workshop in Council Chambers
06/20/2013	Second Day of Budget Workshop Cancelled
07/01/2013	Council Meeting Cancelled

09/02/2013	Labor Day/Called Council Meeting on 09/03/2013
09/09/2013	12 noon Called Joint Meeting with SEDCO Board (also Intro & Adoption of Annexation Ordinance for 63.757 acres at SW Corner of FM 1417/Heritage Parkway & FM 691)
11/05/2013	Regular Municipal Election (Council Member Districts 1 and 3)

2014

JANUARY						
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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						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

09/01/2014	Labor Day/Called Council Meeting on 09/02/2014
