

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 1, 2008
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER JOE N. SMITH](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 2008 AND THE CALLED CITY COUNCIL MEETING OF NOVEMBER 20, 2008](#)

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5580](#)
Providing for Temporary “Stop” Signs at the Intersection of Lake Street and the Burlington Northern Santa Fe Railroad Crossing within the City Limits of the City of Sherman; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

- B.2 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Number: 5580
- B.3 [CONSENT AGENDA](#)
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- C.1 [* RESOLUTION NO. 5291](#)
Amending the 2008-2009 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2008, through September 30, 2009

C.2 TABLED AT SEPTEMBER 15, 2008 COUNCIL MEETING:
RESOLUTION NO. 5263

Authorizing Execution of an Encroachment License Agreement with Overland Group, LLC for a Multi-Tenant Sign in the Utility Easement along F.M. 1417 (Heritage Parkway) and Overland Trail in the O’Hanlon Ranch Addition, Phase 2 to the City of Sherman

C.3 * RESOLUTION NO. 5292

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Fallon Drive Water Main Construction Project

C.4 * RESOLUTION NO. 5293

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Oak Creek Drive Water Main Replacement Project

C.5 * RESOLUTION NO. 5294

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E. d/b/a Morris Engineers for Design of the Relief Sewer “C” Project

C.6 RESOLUTION NO. 5295

Authorizing Execution of an Agreement with Specialized Public Finance, Inc. for Financial Advisory Services

C.7 * RESOLUTION NO. 5296

Authorizing the Purchase of a Loader Backhoe through the Houston-Galveston Area Council of Governments (H-GAC) for the Distribution Services Department

C.8 * RESOLUTION NO. 5297

Authorizing the Purchase of a 40-Yard Heil Commercial Front Loader Body through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Solid Waste Services Department

C.9 * RESOLUTION NO. 5298

Authorizing the Purchase of a 2010 Mack Commercial Front Load Truck Chassis through the Houston-Galveston Area Council of Governments (H-GAC) for the Solid Waste Services Department

Requests to Advertise

D.1 REQUEST TO ADVERTISE

Brockett Street Improvement Project

D.2 REQUEST TO ADVERTISE

City Right-of-Way and Property Mowing

D.3 [* REQUEST TO ADVERTISE](#)
Purchase of Three Police Patrol Vehicles

D.4 [* REQUEST TO ADVERTISE](#)
Relief Sewer K-4 Phase Two

Other Business

D.5 [OTHER BUSINESS](#)
Consider Scheduling a Joint Meeting with the Planning and Zoning Commission for 12:00 noon on Monday, January 26, 2009

D.6 [* OTHER BUSINESS](#)
Approval of the 2008 Ad Valorem Tax Roll Value and Tax Levy

D.7 [CITIZEN REQUESTS](#)

D.8 [MEDIA QUESTIONS](#)

D.9 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)
In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections"

Section 551.074 Personnel Matters:
 (a) Consider the Qualifications, Appointment and Removal of
 Members to Boards and Commissions:
 (i) Greater Texoma Utility Authority Board of
 Directors (1)

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)
Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER JOE N. SMITH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

**THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 2008
AND THE CALLED CITY COUNCIL MEETING OF NOVEMBER 20, 2008**

ORD 5575
SUP FOR
PATIO HOMES

MELCHORS (REPRESENTATIVE) TO ALLOW PATIO HOMES IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1002 SOUTH TRAVIS STREET, BEING LOT 18R OF THE REPLAT OF LOTS 18, 19, AND 20 OF M.B. MOORE'S ADDITION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

No citizens appeared before the City Council to discuss Ordinance 5575.

Mayor Magers introduced Ordinance 5576 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO CENTER STREET CHURCH OF CHRIST (OWNERS), W.L. BELKNAP AND DAVID L. CORDER (REPRESENTATIVES), TO ALLOW A CHURCH IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1105 WEST CENTER STREET, BEING THE EAST 52.7 FEET OF LOT 4 AND LOTS 7-10, BLOCK 1 OF CHURCHILL PARK ADDITION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5576
SUP FOR
CHURCH

No citizens appeared before the City Council to discuss Ordinance 5576.

Mayor Magers introduced Ordinance 5577 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF DUPREE STREET AND WOODS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5577
STOP SIGNS

No citizens appeared before the City Council to discuss Ordinance 5577.

Mayor Magers introduced Ordinance 5578 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "YIELD" SIGNS AT THE INTERSECTION OF ALEXANDER STREET AND DUPREE STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

ORD 5578
YIELD SIGNS

No citizens appeared before the City Council to discuss Ordinance 5578.

Mayor Magers introduced Ordinance 5579 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "YIELD" SIGNS AT THE INTERSECTION OF DUPREE STREET AND CROCKETT STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

ORD 5579
YIELD SIGNS

No citizens appeared before the City Council to discuss Ordinance 5579.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5574

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1002 SOUTH TRAVIS STREET, BEING LOT 18R OF THE REPLAT OF LOTS 18, 19, AND 20 OF M.B. MOORE'S ADDITION (PAUL ANDREW HUGGINS, OWNER; CMA ARCHITECTURE, ARCHITECTS; AND MATTHIJS MELCHORS, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 5574
ZONE CHANGE FOR
PATIO HOMES

Ordinance 5575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO PAUL ANDREW HUGGINS (OWNER), CMA ARCHITECTURE (ARCHITECTS), AND MATTHIJS MELCHORS (REPRESENTATIVE) TO ALLOW PATIO HOMES IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1002 SOUTH TRAVIS STREET, BEING LOT 18R OF THE REPLAT OF LOTS 18, 19, AND 20 OF M.B. MOORE'S ADDITION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5575
SUP FOR
PATIO HOMES

Mayor Magers said the developer is "down zoning" the property from R-2 to R-1. He recognized the developer for working with the neighbors to bring a successful development to the neighborhood that will be a win-win for everyone.

Ordinance 5576

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO CENTER STREET CHURCH OF CHRIST (OWNERS), W.L. BELKNAP AND DAVID L. CORDER

ORD 5576
SUP FOR
CHURCH

(REPRESENTATIVES), TO ALLOW A CHURCH IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1105 WEST CENTER STREET, BEING THE EAST 52.7 FEET OF LOT 4 AND LOTS 7-10, BLOCK 1 OF CHURCHILL PARK ADDITION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

Ordinance 5577

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF DUPREE STREET AND WOODS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5577
STOP SIGNS

Ordinance 5578

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "YIELD" SIGNS AT THE INTERSECTION OF ALEXANDER STREET AND DUPREE STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

ORD 5578
YIELD SIGNS

Ordinance 5579

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "YIELD" SIGNS AT THE INTERSECTION OF DUPREE STREET AND CROCKETT STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

ORD 5579
YIELD SIGNS

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Ordinance Nos. 5574, 5575, 5576, 5577, 5578, and 5579, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5288 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PIAZZA CONSTRUCTION FOR CONSTRUCTION OF THE CENTER STREET FIELD RENOVATION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND

RES 5288
CENTER STREET
FIELD RENOVATION

**AUTHORIZING EXECUTION OF A CONTRACT WITH PIAZZA
CONSTRUCTION FOR CONSTRUCTION OF THE CENTER
STREET FIELD RENOVATION PROJECT.**

Council Member Smith asked about the addendum to the bid specification. George Olson, City Manager, introduced Dennis Sims, Dunkin Sims Stoffels, the City's consultant for the project.

Mr. Sims said there were addendums to clarify points in the contract. One of the requirements is that the contractor acknowledge that they have received the addendums. Piazza Construction did not acknowledge receipt of the addendum #4, which was a clarification. There was no substantive change in the addendum and the dollar amount was not changed.

Council Member Smith verified that this did not change the bidding process because the project manual states that the City may waive any informality they wish in the best interest of the City.

Mayor Magers said the project includes lighting, irrigation, two sports/athletic fields, restroom, hike/bike trail and parking lot.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5288, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 5289 – AUTHORIZING EXECUTION OF AN
ENGINEERING SERVICES AGREEMENT WITH CP&Y, INC.
FOR THE DESIGN OF THE CANYON CREEK DRIVE
EXTENSION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH CP&Y, INC. FOR THE DESIGN OF THE CANYON CREEK DRIVE EXTENSION.

Mayor Magers said the Canyon Creek extension will be an entrance to Pecan Grove Park, west of the Fire Station.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5289, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

RES 5289
DESIGN OF
CANYON CREEK
DRIVE EXTENSION

RESOLUTION NO. 5290 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH GE
IONICS, INC. FOR THE PURCHASE OF THIRTY-TWO (32)
ELECTRO DIALYSIS REVERSAL (EDR) MEMBRANE STACKS
FOR THE WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH GE
IONICS, INC. FOR THE PURCHASE OF THIRTY-TWO (32)
ELECTRO DIALYSIS REVERSAL (EDR) MEMBRANE STACKS
FOR THE WATER TREATMENT PLANT.
CONSENT AGENDA.

RES 5290
WATER TREATMENT
PLANT MEMBRANE
STACKS

PAYMENT APPROVAL
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
(TCEQ) ANNUAL CONSOLIDATED WATER QUALITY
ASSESSMENT FEE FOR FISCAL YEAR 2008-2009: \$67,140.00

The City Council approved payment of \$67,140 to the Texas
Commission on Environmental Quality (TCEQ) for the annual
Consolidated Water Quality Assessment Fee for Fiscal Year
2008-2009.

PAYMENT APPROVAL
TCEQ WATER
QUALITY FEE

The fee is imposed to fund the Clean Rivers Program and to
pay TCEQ expenses for administering water quality
programs, including the City's wastewater permit. The fee is
calculated based on permitted flow and pollutant loadings.
CONSENT AGENDA.

REQUEST TO ADVERTISE
ANNUAL SUPPLY OF CHEMICALS

The City Council approved the request to advertise for an
annual supply of chemicals for Fiscal Year 2008-2009 for the
Water Treatment Plant and the Wastewater Treatment Plant.
CONSENT AGENDA.

REQ TO ADVERTISE
ANNUAL SUPPLY
OF CHEMICALS

OTHER BUSINESS
RECEIVE PRESENTATION FROM KENDIG KEAST
COLLABORATIVE ON THE UPDATE OF THE CITY OF
SHERMAN'S COMPREHENSIVE MASTER PLAN

Gary Mitchell, Principal, Kendig Keast, presented an update
on the City's Comprehensive Master Plan. The process
began in the Spring of 2008 and they are in month 9 of 12 on
the timeline. Seven sections have been reviewed by the
Comprehensive Plan Advisory Committee (CPAC) and there
are three remaining sections. The draft plan should be
presented to the City Council in February 2009 for adoption.

MASTER PLAN
UPDATE

At the beginning of the process, they felt drainage was the
main issue, however as the process continued, they have
determined other action areas that need to be addressed.

One action area is post-industrial economic development
and good paying jobs. TIP Strategies will be presenting the
economic development portion of the Master Plan at a later
date.

Other action areas include parks and trails system, community image and aesthetics, downtown revitalization, and storm drainage. At some point, U.S. Hwy 75 will need to be reconstructed and the off ramps will need to be addressed. Sherman features an older style of off ramps that need to be addressed for safety issues.

Action areas also include annexation and growth management, thoroughfare planning, neighborhood integrity and revitalization, and the water supply. Even though the water supply outlook is good now, Mr. Mitchell urged the City not to be complacent because water is the resource of the future.

Mr. Mitchell presented examples of action items that the City might consider to address these areas.

The final CPAC Meeting will be held December 11, 2008 and a Joint Council – Planning and Zoning Commission Workshop will be held in January 2009 to consider the overall draft plan and plan implementation priorities. A public hearing and final consideration by the City Council will be held in February 2009.

Mayor Magers said he has received extremely positive feedback from the citizens that have been involved in the CPAC Meetings.

CONSIDER REQUEST OF DOWNTOWN SHERMAN PRESERVATION & REVITALIZATION TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL SHERMAN CHRISTMAS PARADE ON FRIDAY, DECEMBER 5, 2008

The City Council approved the request of the Downtown Sherman Preservation & Revitalization to temporarily close certain streets for the Annual Sherman Christmas Parade on December 5, 2008. The event will require traffic control assistance and barricades from the City of Sherman.
CONSENT AGENDA.

CLOSE STREETS
FOR CHRISTMAS
PARADE

CONSIDERATION TO ORDINANCE NO. 2684, SECTION 26, SUBSECTION 12(E)(2) FOR A VARIANCE TO ALLOW LOTS WITH NO PUBLIC STREET FRONTAGE IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1002 SOUTH TRAVIS STREET, BEING LOT 18R OF THE REPLAT OF LOTS 18, 19, AND 20 OF M.B. MOORE'S ADDITION (PAUL ANDREW HUGGINS, OWNER; CMA ARCHITECTURE, ARCHITECTS; AND MATTHIJS MELCHORS, REPRESENTATIVE)

Scott Shadden, Director of Developmental Services, explained that the request was for a variance to allow lots with no street frontage at 1002 South Travis. Mayor Magers said the variance ties in with the earlier requests for a zone change and specific use permit to allow patio homes on the property.

VARIANCE FOR
LOTS WITH NO
STREET FRONTAGE
(1002 S. TRAVIS)

Mr. Shadden said there would be a common-owned area between Travis Street and the individual lots that are for

sale. The variance is to the Developer's Ordinance which requires both Planning and Zoning and City Council approval.

Council Member Adami verified that the owners will maintain the common area, which will wrap around the lots so there is no frontage on Travis Street. Mayor Magers felt this was a great addition to the neighborhood.

Council Member Steele expressed concern that the back of the patio homes, screened by a fence, would face Travis Street. Mr. Shadden said the final plat and final site plan will be brought back to the Planning and Zoning Commission for approval.

Matthijs Melchiors, 1200 Summit Ave, Suite 300, Fort Worth, Texas

Mr. Melchiors appeared representing the owner of the property. He explained that the fence would be a combination of masonry and wood and would have brick columns. Council Member Steele asked Jason Sofey, Chairman of the Planning and Zoning Commission, if specifications for the fence had been included.

Mr. Sofey said the Planning and Zoning Commission approved a conceptual request and will still need to approve the final plat and site plan. He said they will still have some discretion with the final approval. The decision was based on the fact that they wanted masonry on the fence and the setbacks will still be met. The only variance is that the ordinance requires that the houses face Travis Street and they are requesting a variance not to face Travis Street.

There were neighbors that attended the Planning and Zoning Commission Meeting to express concern about locating apartments on the property. Deputy Mayor Wacker felt it was a great improvement over apartments that have been located on the property in the past.

Council Member Steele was still concerned about a wooden stockade fence along Travis Street. Council Member Adami asked if a rendering of the fence will be presented when they request final approval from the Planning and Zoning Commission. Mr. Shadden said a rendering would be presented at that time.

Mayor Magers reiterated that the Council is concerned that the fencing be aesthetically pleasing since it will be seen from Travis Street. Council Member Steele verified that off-street parking will be on the inside of the development.

ACTION TAKEN.

Motion by Council Member Steele to approve the variance to allow lots with no public street frontage in an

R-2 (Multi-Family Residential) District at 1002 South Travis Street, as presented. Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF BAILEY ADDITION; BEN DYE, OWNER; SARTIN & ASSOCIATES, SURVEYOR (2511 NORTH TRAVIS STREET)

The City Council approved the Final Plat of the Bailey Addition, located at 2511 North Travis Street, south of Lamberth Road. The developer would like to plat the property into one lot for commercial development of a mini-warehouse complex. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

APPROVE FINAL PLAT
BAILEY ADDITION

FINAL PLAT APPROVAL OF CARRUS MEDICAL PLAZA, A REPLAT OF LOT 2 OF POST OAK CROSSING EAST ADDITION; SDB PARTNERS, DBA CARRUS SPECIALTY HOSPITAL, OWNERS; STERLING ENGINEERING & DESIGN GROUP, DEVELOPER; TEAGUE, NALL AND PERKINS, INC., CHRIS SCHMITT, ENGINEERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS (1810 U.S. HIGHWAY 82 WEST)

The City Council approved the Final Plat of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition, located at 1810 U.S. Highway 82 West, between Post Oak Crossing and F.M. 1417 North. The developer would like to plat the property into five lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

APPROVE FINAL PLAT
CARRUS MEDICAL
PLAZA

CITIZENS REQUESTS

BENEFIT FOR POLICE OFFICER MARK WOOD

Tom Watt, Police Chief, briefed the City Council on a benefit that was held Saturday, November 15, 2008, at Loy Lake Park for Police Officer Mark Wood. There was tremendous support for Officer Wood and his family and they are deeply thankful for this support. A tremendous amount of money was earned and will help the family a lot.

BENEFIT FOR
POLICE OFFICER
MARK WOOD

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

HAPPY HOLIDAYS

Deputy Mayor Wacker wished everyone a Happy Holiday season.

HAPPY HOLIDAYS

AUSTIN COLLEGE FOOTBALL TEAM

Mayor Magers said the Austin College Kangaroos finished in the 500 season for the first time in a long time. He thanked everyone that supported the team this year.

AUSTIN COLLEGE
FOOTBALL TEAM

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

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

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION:
IN THE COURT OF APPEALS,
FIFTH DISTRICT OF TEXAS AT
DALLAS NO. 05-06-00420-CV; THE
CITY OF SHERMAN, TEXAS AND
THE SHERMAN CITY COUNCIL,
APPELLANTS v. JAMES WAYNE,
APPELLEE

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:30 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:44 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:45 p.m.

EXECUTIVE SESSION

OPEN MEETING

ADJOURNMENT

MAYOR

CITY CLERK

Comprehensive Plan **BRIEFING**

Gary Mitchell, AICP
Principal



KENDIG KEAST
COLLABORATIVE

514 Brooks Street
Sugar Land, TX 77478
281.242.2960
gary@kendigkeast.com

*Welcome
to
Sherman*



CITY OF SHERMAN, TEXAS

Status of Planning Process

★ Month 9 of 12 on timeline
(Mar 2008 - Feb 2009)

★ Status of plan sections:

Already Drafted and Reviewed by CPAC

1. Introduction (and Community Overview)
2. Urban Design & Future Land Use
3. Growth Management & Capacity
4. Transportation
5. Conservation & Environmental Resources
6. Parks, Recreation & Open Space
7. Housing & Neighborhoods

Remaining Sections

8. Community Facilities & Cultural Services
9. Economic Development
10. Implementation

CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

1. Drainage
2. Drainage
3. Drainage
4. Drainage
5. Drainage
6. Drainage
7. Drainage
8. Drainage
9. Drainage
10. Drainage

CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

1. Post-industrial economic development



CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

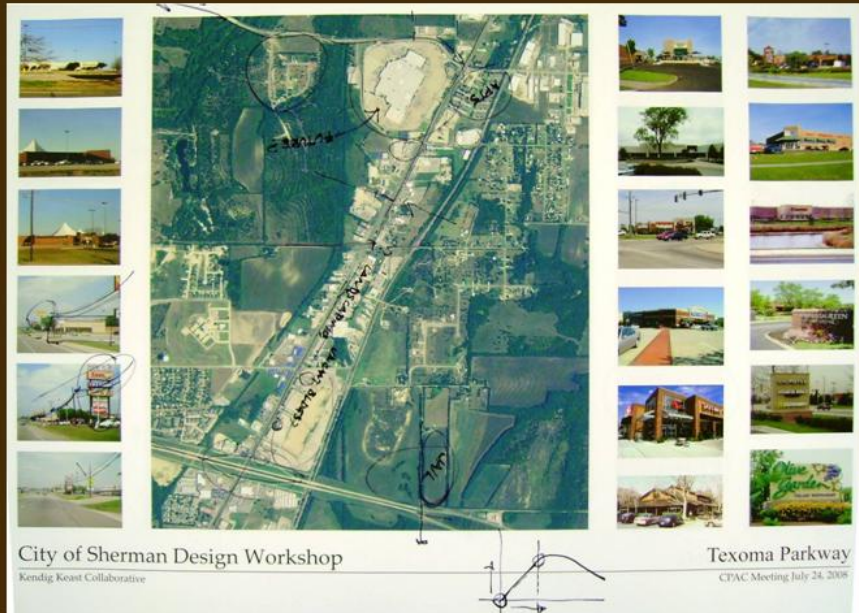
2. Parks and trail system



CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

3. Community image and aesthetics



CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

4. Downtown revitalization



CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

5. Storm drainage

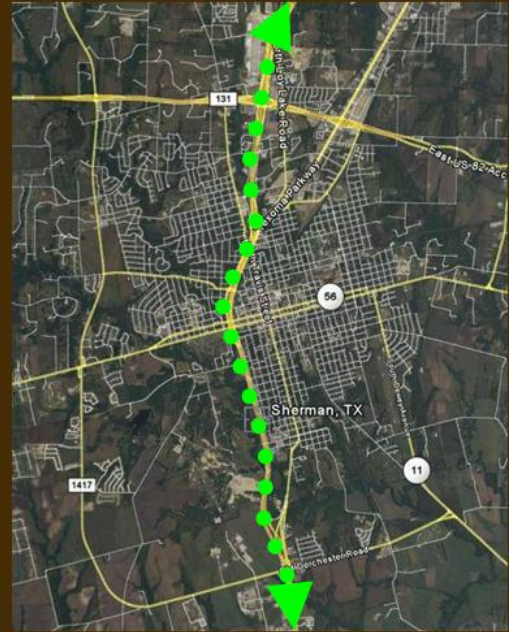


ERMAN, TEXAS

"Top 10" Action Areas

6. U.S. 75 reconstruction

SHERMAN
Next 12 Exits



CITY OF SHERMAN, TEXAS

"Top 10" Action Areas

7. Annexation and growth management



“Top 10” Action Areas

8. Thoroughfare planning
(arterial network connectivity)



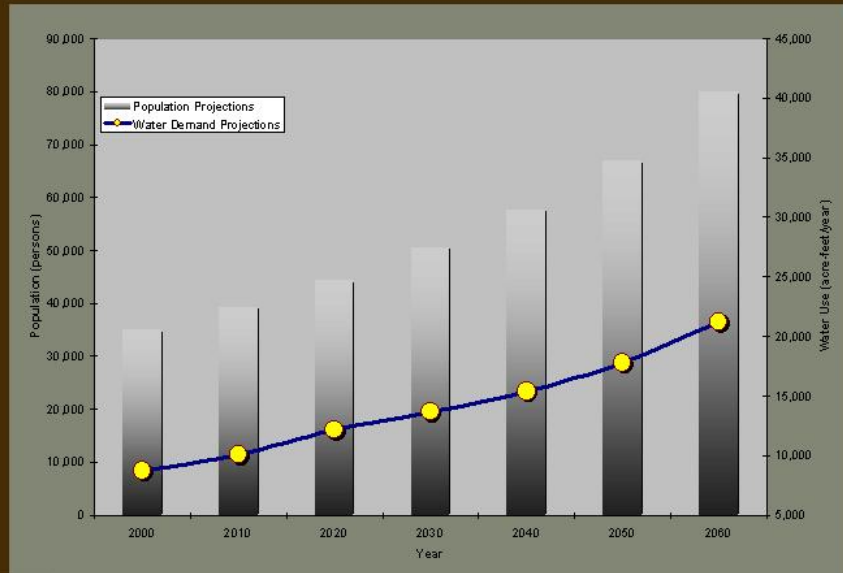
"Top 10" Action Areas

9. Neighborhood integrity and revitalization



"Top 10" Action Areas

10. Water supply — *even though outlook good now*



CITY OF SHERMAN, TEXAS

“Top 10” Action Areas

1. Post-industrial economic development
2. Parks and trail system
3. Community image and aesthetics
4. Downtown revitalization
5. Storm drainage

CITY OF SHERMAN, TEXAS

“Top 10” Action Areas

6. U.S. 75 reconstruction
7. Annexation and growth management
8. Thoroughfare planning (arterial network connectivity)
9. Neighborhood integrity and revitalization
10. Water supply —
even though outlook good now

CITY OF SHERMAN, TEXAS

Example Action Implications

- ★ Upgraded subdivision regulations
- ★ Enhanced development standards
- ★ Downtown arts/entertainment district
- ★ Trail Master Plan
- ★ Formal parkland dedication program
- ★ Expanded community marketing
- ★ Water/wastewater system rehab
- ★ 3-Year Annexation Plan

CITY OF SHERMAN, TEXAS

Final Steps

- ★ Final CPAC Meeting (Dec 11th)
- ★ Joint Council-P&Z Workshop
on Overall Draft Plan and
Plan Implementation Priorities
(Jan 2009)
- ★ Public hearing
(Feb 2009)
- ★ Final City Council consideration
(Feb 2009)

CITY OF SHERMAN, TEXAS

Comprehensive Plan **BRIEFING**

Gary Mitchell, AICP
Principal



KENDIG KEAST
COLLABORATIVE

514 Brooks Street
Sugar Land, TX 77478
281.242.2960
gary@kendigkeast.com

*Welcome
to
Sherman*



CITY OF SHERMAN, TEXAS

STATE OF TEXAS §

November 20, 2008

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on November 20, 2008.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Cary Wacker.
Council Members Adami, Smith, Steele.

COUNCIL MEMBERS ABSENT: Council Members Howeth, Softly.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Heflon, Assistant City Manager/CFO; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open,

Second Reading, Public Hearing, and Final Vote on Ordinance No. 5568

Granting to Enterprise Texas Pipeline, L.L.C., A Texas Limited Liability Company, its Successors and Assigns, a Franchise for the Purpose of Transporting of Gas Through Said Municipality for All Purposes; Providing for the Payment of a Fee or Charge for the Use of the Public Rights-of-Way; Providing that it Shall Be in Lieu of Other Fees and Charges, Excepting Ad Valorem Taxes; Prescribing the Terms, Conditions, Obligations and Limitations Under Which Such Franchise Shall Be Exercised; Providing for an Effective Date

Adoption of Ordinance

Consider Adoption of Ordinance Number: 5568

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Magers called the meeting to order at 12:00 p.m., declared a quorum present, and opened the City Council Meeting.

SECOND READING, PUBLIC HEARING, AND FINAL VOTE ON ORDINANCE NO. 5568

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, GRANTING TO ENTERPRISE TEXAS PIPELINE L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PURPOSE OF TRANSPORTING OF GAS THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; PROVIDING FOR A MOST FAVORED NATIONS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

No citizens appeared before the City Council to discuss Ordinance 5568.

Close Public Hearing and Consider Adoption of Ordinance

ADOPTION OF ORDINANCE

CONSIDER ADOPTION OF ORDINANCE NUMBER: 5568

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, GRANTING TO ENTERPRISE TEXAS PIPELINE L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PURPOSE OF TRANSPORTING OF GAS THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; PROVIDING FOR A MOST FAVORED NATIONS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Steele to approve Ordinance No. 5568, as presented. Second by Deputy Mayor Wacker.

VOTING AYE: Adami, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Meeting at 12:02 p.m.

MAYOR

ATTEST

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5580

Providing for Temporary “Stop” Signs at the Intersection of Lake Street and the Burlington Northern Santa Fe Railroad Crossing within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue

To consider introducing, seeking public input, and providing for temporary “Stop” signs at the intersection of Lake Street and the Burlington Northern Santa Fe Railroad (BNSF) crossing within the city limits of Sherman

Background

The Texas Department of Transportation (TxDOT) has requested in writing that the City of Sherman provide an ordinance for the “Stop” signs that were recently installed on a temporary basis by their maintenance crews. An analysis of the Lake Street railroad crossing by TxDOT and BNSF indicates that it is unsafe without controls due to limited sight and approach distances. BNSF will install at-grade active warning devices in the future, at which time the “Stop” signs may be removed and our ordinance repealed.

Origination

Department of Public Works

Financial Consideration

There is no financial consideration for this action.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance for temporary “Stop” signs located at Lake Street and the BNSF railroad crossing.

Alternatives

The Council could reject the proposed ordinance for the temporary “Stop” signs.

Attachments

Ordinance No. 5580

Letter from TxDOT

Exhibit “A” (Location Map)

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5580

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR TEMPORARY “STOP” SIGNS AT THE INTERSECTION OF LAKE STREET AND THE BURLINGTON NORTHERN SANTA FE RAILROAD CROSSING 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, temporary “Stop” signs shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

at the Intersection of Lake Street and the Burlington Northern Santa Fe Railroad Crossing within the city limits of the City of Sherman, as shown by the project location map attached hereto and incorporated herein for all purposes.

SECTION 2. 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 railway where the driver has a view of approaching traffic on the intersecting railway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

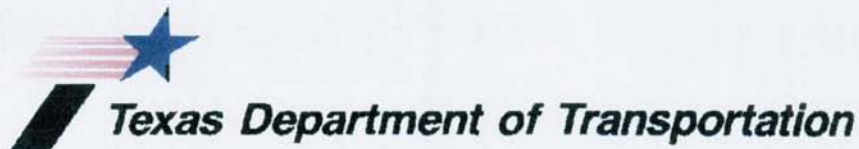
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
INTERIM CITY ATTORNEY



November 6, 2008

Jeff Miller
Director of Public Works
P.O. Box 1106
Sherman, TX 75091

RE: Interim Stop Signs
BNSF Railway Company
Grayson County - DOT No. 765 395M
Control 0901-19-164
Project STP 2008 (858) FRS
Lake Street

Dear Mr. Miller:

The above reference railroad grade crossing has been approved for installation of Grade Crossing Warning Devices under the 2008 Federal Railroad Signal Program.

Mr. Guy Godfrey, Texas Department of Transportation and Mr. Tim Huya, BNSF Railway Company, and I held a diagnostic meeting on October 29th, 2008. Because of the routine time involved in the design, manufacture and installation of active warning devices, Stop signs were recommended by the diagnostic team on an interim basis, per guidelines in the Texas Manual on Uniform Traffic Control Devices (TMUTCD), until the proposed signals are in place. The TxMUTCD provides that state or local authorities may, in appropriate circumstances, prescribe Stop signs at railroad crossings not equipped with active warning devices. Enforcement of the signs should be no less vigorous than for similar signs installed at a highway intersection.

If approved, the State will install the two Stop signs on each approach to the crossing. The Stop signs should be installed within 30 days of the diagnostic. The City will need to pass an Ordinance to approve the Stop signs so that it will be enforceable. The City will be responsible for maintaining them until the Warning Devices are installed. After the signals are installed, the City will remove them.

If Stop signs are not approved then Yield signs and Yield Ahead signs will need to be installed. Because of limited sight distance and limited approach distance to the intersection Stop signs were recommended but it is ultimately the city's responsibility to approve them on a city maintained street. TxDOT has 30 days from the date of the diagnostic meeting to install the signs. Please respond at your earliest convenience.

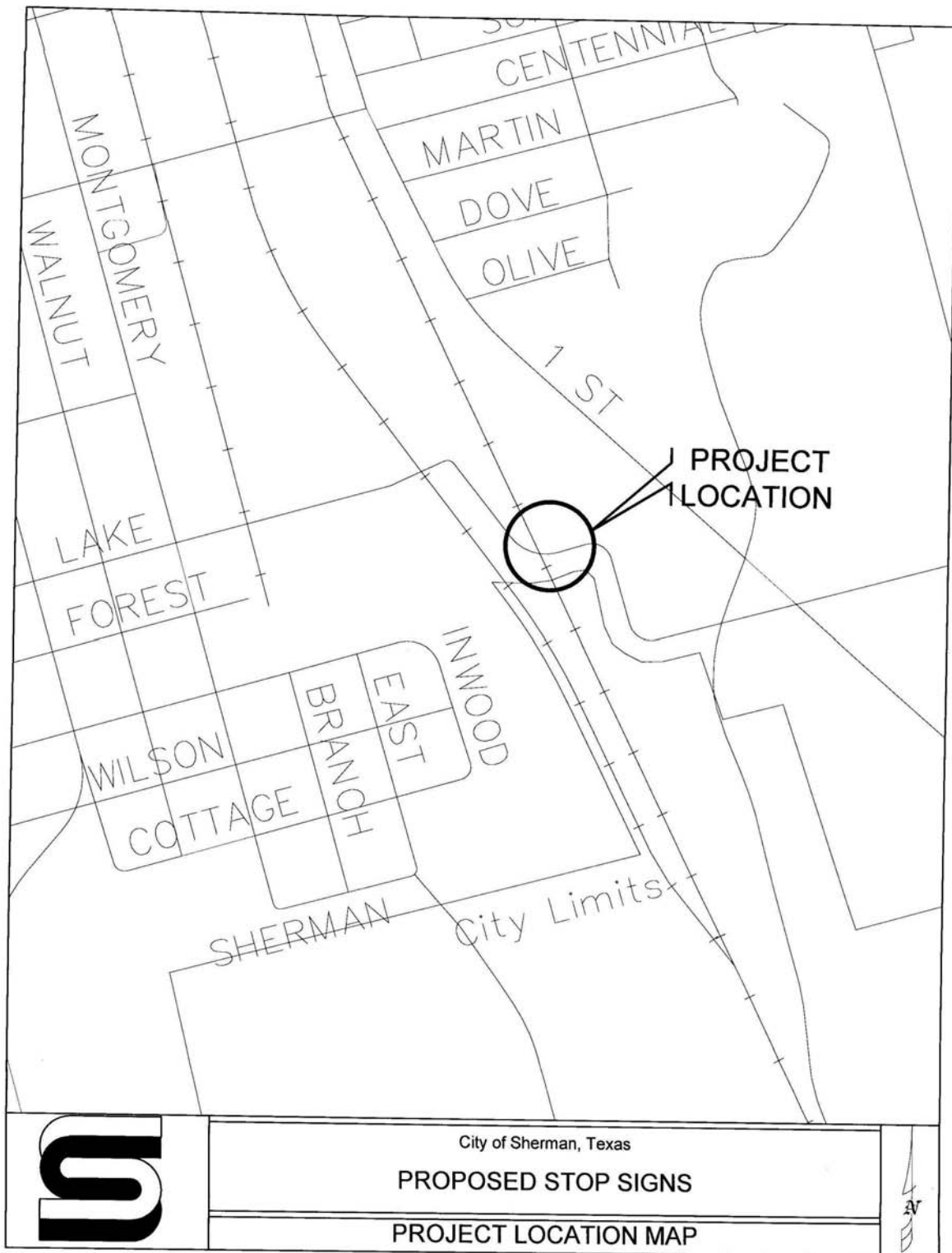
Please contact me with your response by letter, by fax at (903) 799-1488, or via email at kpuckett@dot.state.tx.us.

Thank you for your cooperation regarding the matter.

Sincerely,

Karl Puckett
Railroad Coordinator
Paris District

cc: Guy Godfrey, TRF-RxR, TxDOT
Mr. Tim Huya, BNSF Railway Company
Noel Paramanatham, TxDOT Grayson County
DTO file





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5580

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5580

Providing for Temporary “Stop” Signs at the Intersection of Lake Street and the Burlington Northern Santa Fe Railroad Crossing within the City Limits of the City of Sherman; Providing for a Penalty Provision



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. B.3

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5291

Amending the 2008-2009 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2008, through September 30, 2009

C.3 * RESOLUTION NO. 5292

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Fallon Drive Water Main Construction Project

C.4 * RESOLUTION NO. 5293

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Oak Creek Drive Water Main Replacement Project

C.5 * RESOLUTION NO. 5294

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E. d/b/a Morris Engineers for Design of the Relief Sewer "C" Project

C.7 * RESOLUTION NO. 5296

Authorizing the Purchase of a Loader Backhoe through the Houston-Galveston Area Council of Governments (H-GAC) for the Distribution Services Department

C.8 * RESOLUTION NO. 5297

Authorizing the Purchase of a 40-Yard Heil Commercial Front Loader Body through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Solid Waste Services Department

C.9 * RESOLUTION NO. 5298

Authorizing the Purchase of a 2010 Mack Commercial Front Load Truck Chassis through the Houston-Galveston Area Council of Governments (H-GAC) for the Solid Waste Services Department

D.3 * REQUEST TO ADVERTISE

Purchase of Three Police Patrol Vehicles

D.4 * REQUEST TO ADVERTISE
Relief Sewer K-4 Phase Two

D.6 * OTHER BUSINESS
Approval of the 2008 Ad Valorem Tax Roll Value and Tax Levy



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5291**

Amending the 2008-2009 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2008, through September 30, 2009

Issue

Appropriating additional funds to increase the fiscal year (FY) 2008-2009 budget for the General Fund by \$336,295.00

Background

This budget amendment relates to funding needed for the payment of a judgment issued against the City for a zoning issue. In the original budget, funds were not appropriated for this settlement. The General Fund ending reserves at the end of last fiscal year were higher than projected, so adequate funding is available in that fund.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

This budget amendment will increase total authorized expenditures by \$336,295.00 for FY 2008-2009.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

Failure to approve this amendment would reflect that General Fund expenditures exceeded the authorized appropriations, which would violate the City Charter.

Attachments

Resolution No. 5291

Budget Summary for General Fund

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2008-2009 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2008, THROUGH SEPTEMBER 30, 2009; 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the 2008-2009 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. General Fund: To appropriate an additional \$336,295.00 for payment of a court-ordered judgment against the City.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASBHY, CITY CLERK

APPROVED AS TO FORM:

BY: _____
INTERIM CITY ATTORNEY

General Fund
Summary of Revenues & Expenditures (Budget Basis)

	Approved 2008-2009	Approved with Encumbrances	Proposed Revision	Proposed Amended 2008-2009
Beginning Fund Balance	\$ 7,050,008	\$ 7,050,008	\$ 738,191	\$ 7,788,199
Revenues				
Property Taxes	6,550,000	6,550,000		6,550,000
Sales Taxes	11,850,000	11,850,000		11,850,000
Franchise Taxes	3,663,000	3,663,000		3,663,000
Other Taxes	123,000	123,000		123,000
Fines & Forfeitures	923,000	923,000		923,000
Recreation	236,000	236,000		236,000
Permits & Licenses	438,000	438,000		438,000
Rentals	79,700	79,700		79,700
Cemetery Sales and Services	148,000	148,000		148,000
Sales & Services	382,060	382,060		382,060
Ambulance Services	1,750,000	1,750,000		1,750,000
Interest	210,000	210,000		210,000
Grants and Miscellaneous	296,250	296,250		296,250
Total Revenues	26,649,010	26,649,010	-	26,649,010
Transfers In	2,312,493	2,312,493		2,312,493
Total Receipts	28,961,503	28,961,503	-	28,961,503
Total Funds Available	36,011,511	36,011,511	738,191	36,749,702
Expenditures				
Personnel	20,146,240	20,146,240		20,146,240
Supplies	1,157,762	1,210,762		1,210,762
Maintenance	1,015,428	1,046,017		1,046,017
Utilities	1,484,592	1,484,592		1,484,592
Contract Wages	355,060	355,060		355,060
Computer Services	566,575	566,575		566,575
Debt Service	195,237	195,237		195,237
Contractual and Sundry Services	1,848,395	1,848,784		1,848,784
Vehicle Usage	1,225,971	1,225,971		1,225,971
Equipment and Buildings	208,750	320,307	336,295	656,602
Transfer Out to Fleet Fund	1,000,000	1,000,000		1,000,000
Transfer Out to Ins Fund	766,283	766,283		766,283
Transfer Out to Comp Svc	60,000	60,000		60,000
Total Expenditures	30,030,293	30,225,827	336,295	30,562,123
Excess Receipts over Expenditures	(1,068,790)	(1,264,324)	(336,295)	(1,600,620)
Ending Fund Balance	\$ 5,981,218	\$ 5,785,683	\$ 401,896	\$ 6,187,579



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.2

TABLED AT SEPTEMBER 15, 2008 COUNCIL MEETING:

RESOLUTION NO. 5263

Authorizing Execution of an Encroachment License Agreement with Overland Group, LLC for a Multi-Tenant Sign in the Utility Easement along F.M. 1417 (Heritage Parkway) and Overland Trail in the O'Hanlon Ranch Addition, Phase 2 to the City of Sherman

Issue

This item was tabled at the September 15, 2008 City Council meeting. A motion and order are required to remove it from the table and permit the Council's consideration of an encroachment into a city utility easement for the purpose of constructing a multi-tenant sign.

Background

Overland Group, LLC and Kyle Boothe are constructing a total of three multi-tenant office buildings. They request permission to construct a multi-tenant sign in the utility easement along F.M. 1417 (Heritage Parkway) and Overland Trail.

At the City Council's request, Mr. Booth has provided the attached photographs and drawings to clarify this request for a multi-tenant sign in the utility easement.

Origination

Department of Utilities & Engineering

Financial Consideration

The grantee will be responsible for any damage to utilities located in the easement. The grantee will be responsible for removal and replacement of the sign should utility work within the easement require removal of the sign.

Staff Recommendation

The staff has no objections to the proposed encroachment and recommends approval.

Alternatives

As may directed by City Council

Attachments

New information on the requested multi-tenant sign; Resolution No. 5263; Encroachment License Agreement; encroachment sketch with location of sign; plat showing easement; utility letters; and location map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager



Monument Sign Statistics

Overland Trail

The sign will be constructed of brick and cast stone

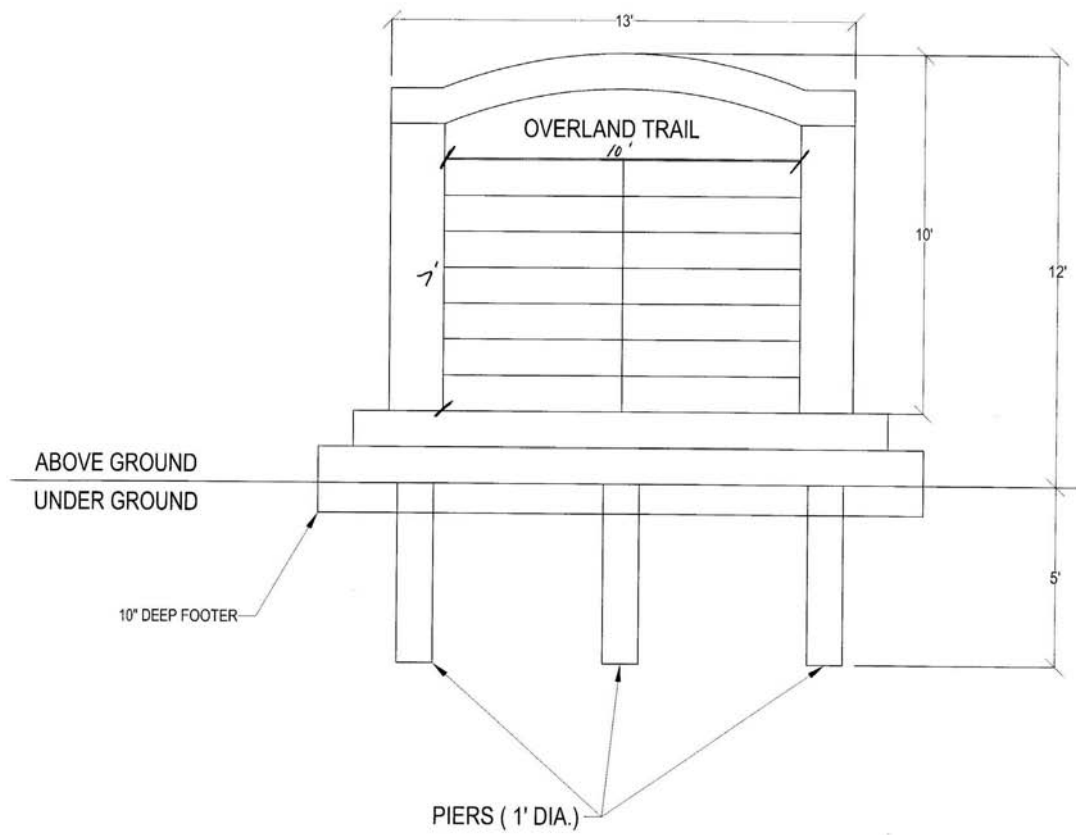
The face dimensions will be no more than 70 square feet

The overall height of the sign will not exceed 12 feet

We are waiving our right to additional monument signs in lieu of this one sign

If and when the buildings sell, we will have a statement in the contract stating no future signs may be built

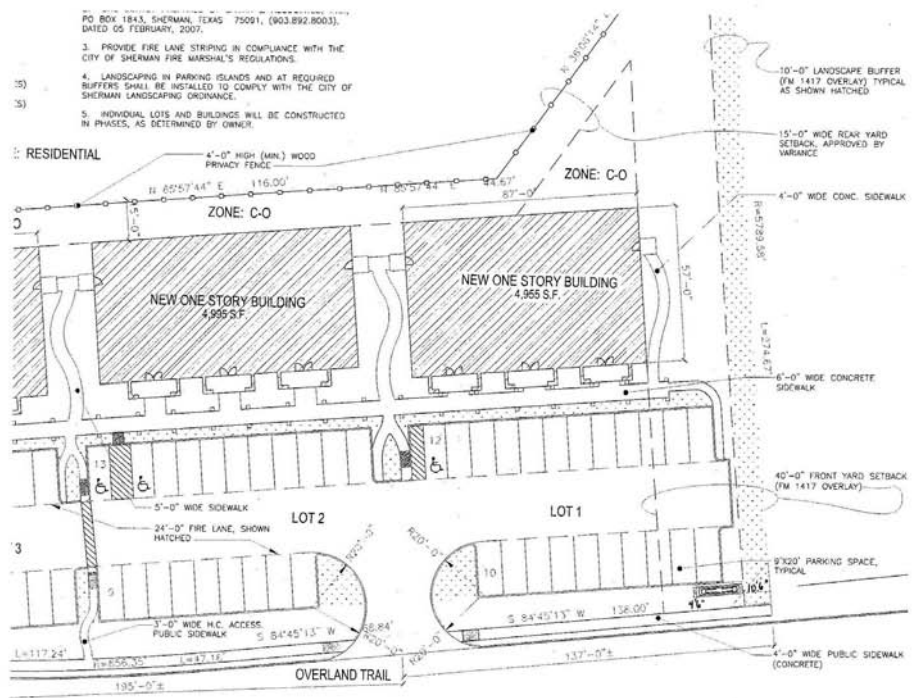
We have received letters from all utility contractors agreeing to our location request (were included in the P&Z packet)



PO BOX 1843, SHERMAN, TEXAS 75001, (903.892.8003),
DATED 02 FEBRUARY, 2007.

3. PROVIDE FIRE LANE STRIPING IN COMPLIANCE WITH THE CITY OF SHERMAN FIRE MARSHAL'S REGULATIONS.
4. LANDSCAPING IN PARKING ISLANDS AND AT REQUIRED BUFFERS SHALL BE INSTALLED TO COMPLY WITH THE CITY OF SHERMAN LANDSCAPING ORDINANCE.
5. INDIVIDUAL LOTS AND BUILDINGS WILL BE CONSTRUCTED IN PHASES, AS DETERMINED BY OWNER.

RESIDENTIAL











RESOLUTION NO. 5263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT LICENSE AGREEMENT WITH OVERLAND GROUP, LLC FOR A MULTI-TENANT SIGN IN THE UTILITY EASEMENT ALONG F.M. 1417 (HERITAGE PARKWAY) AND OVERLAND TRAIL IN THE O'HANLON RANCH ADDITION, PHASE 2 TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form by the City Attorney, to execute an Encroachment License Agreement with Overland Group, LLC for a multi-tenant sign in the public utility easement located in O'Hanlon Ranch Addition, Phase 2, in substantially the same form with the Encroachment License Agreement, field notes, and the survey, which are attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

ENCROACHMENT LICENSE AGREEMENT

This Encroachment License Agreement ("Agreement") is made on this ____ day of _____, 2008, by and between the City of Sherman, Texas (the "City") and Overland Group, LLC ("Licensee").

RECITALS

WHEREAS, the City is the owner of a 25 foot Public Utility and Drainage Easement that borders Lot 1 in the O'Hanlon Ranch Addition Phase 2, as indicated in the attached Exhibit A, which is incorporated hereby reference ("City's right-of-way");

WHEREAS, Licensee is the owner of the real property located at Lot 1 in the O'Hanlon Ranch Addition Phase 2, as depicted in the attached Exhibit B (hereinafter "Property");

WHEREAS, the City will have in the future, or has existing water, gas and sewer pipes and other utilities and conduits in the City's right-of-way, including, but not limited to, other franchisees or users of the City's right-of-way (hereinafter "facilities");

WHEREAS, the Licensee desires to use a portion of the City's right-of-way for the placement of a multi-tenant sign, as indicated in the attached Exhibit C, and as more particularly described in Paragraph 2 of this License Agreement (the "encroachment area");

WHEREAS, the City has agreed to grant to Licensee a revocable license to use the encroachment area described above, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of License.** The City hereby grants to the Licensee a revocable license to enter upon the City's right-of-way and to use the encroachment area for the use described in Paragraph 7 (the "license") subject, however, to the terms, conditions and limitations of this Agreement. The license herein granted shall be subject to all existing and future facilities, if any, located, or to be located, within the City's right-of-way.
2. **Location of License.** This license is granted for use of the following describe encroachment area:

SITUATED in the County of Grayson, State of Texas being a license for a multi-tenant sign over a portion of Lot ONE (1) in Block TWO (2) of O'HANLON RANCH ADDITION, PHASE 2 to the City of Sherman, Texas as shown by plat of record in Volume 19, Page 81, Plat Records, Grayson County, Texas and being more particularly described as follow to-wit:

COMMENCING at the Southeast corner of said Lot One, at the intersection of the North line of Overland Trail with the West right-of-way line of F. M. Highway No. 1417;

THENCE South 84 deg. 45 min. 13 sec. West, with the North line of said Overland Trail, the South line of said Lot One, a distance of 9.51 feet to a point;

THENCE North 05 deg. 14 min. 47 sec. West, a distance of 3.56 feet to the Southeast corner of the herein described easement and the TRUE PLACE OF BEGINNING;;

THENCE South 84 deg. 45 min. 13 sec. West, a distance of 19.00 feet to the Southwest corner of the herein described easement;

THENCE North 05 deg. 14 min. 47 sec. West, a distance of 5.50 feet to the Northwest corner of the herein described easement;

THENCE North 84 deg. 45 min. 13 sec. East, a distance of 19.00 feet to the Northeast corner of the herein described easement;

THENCE South 05. deg. 14 min. 47 sec. East, a distance of 5.50 feet to the PLACE OF BEGINNING.....

3. **Term.** This Agreement and the license granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

4. **Consideration.** The consideration to be paid by the Licensee to the City for the privilege granted by this Agreement shall be two hundred dollars (\$200.00) the receipt of which is hereby acknowledged by the City.

5. **No Interest in Land.** Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City's right-of-way. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to the Licensee the revocable license to use the encroachment area described above throughout the term of this Agreement.

Notwithstanding the expenditure of money, time and labor by the Licensee on or within the encroachment area, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Licensee. Licensee shall expend any time, money or labor on or in the encroachment area at Licensee's own risk and peril.

6. **Agreement Does Not Bind Others.** Licensee understands and acknowledges that this Agreement is for use of the City's right-of-way only and in no way is a grant of a license, permission, or access on behalf of any fee Licensee or any other Licensee of a property interest for any additional properties involved in the installation of the multi-tenant sign.

7. **Agreement to Protect Existing and Future Facilities.** Licensee agrees to take all prudent action to protect any and all existing facilities and future facilities located within the City's

right-of-way from any damage or injury caused by any work performed by or on behalf of Licensee regarding the construction, installation, operation, inspection, maintenance, repair, reconstruction, replacement, relocation, or removal of its sanitary sewer lateral or the failure, deterioration or collapse of such

8. **Limited Scope of License.** The license granted to the Licensee is limited in scope and is for the sole purpose of installing and maintaining a multi-tenant sign on the Property (the "license activity"). Licensee shall not have the right to expand the encroachment area or alter or change Licensee's use of the encroachment area.

9. **Installation and Maintenance Requirements.** Licensee agrees to the following installation and maintenance requirements:

- a. The encroachment area shall be used for the license purposes only.
- b. Any area disturbed during the installation or any maintenance related to the license activity shall be restored or repaired at completion of the construction to a condition as good or better than existing immediately prior to the installation or maintenance activity.
- c. Proper traffic control, where and when applicable, shall be maintained in accordance with current Sherman Public Work's Department's Standard Specifications during all construction or maintenance of the license activity.
- d. The work of constructing and maintaining the license activity shall be done so as to not interfere with the proper and safe use or operation of City right-of-way by the public and the City and under the following general conditions:
 - i. Licensee agrees to take reasonable precautions to minimize damage to the encroachment area.
 - ii. Licensee shall provide the City with a minimum of forty-eight (48) hours notice prior to the commencement of any construction or maintenance activity
 - iii. Licensee shall submit plans to the City and/or any other necessary party and obtain written approval before any work or alteration of the license activity is performed. Any plans and installation shall comply with all federal, state, and local laws and standards.
- e. All costs and expenses in connection with the construction, maintenance, repair, relocation and/or removal of the license activity shall be borne by the Licensee.
- f. Licensee represents and agrees that Licensee will be responsible for removal and replacement of the sign should utility work within the easement require removal of the sign.

10. **Non-Transferability of License.** The license granted to the Licensee by this Agreement is a revocable license granted by the City to the Licensee and is neither transferable nor assignable by the Licensee without the prior written consent of the City.

11. **Termination.** This Agreement and the license therein granted to Licensee is fully terminable by the City in accordance with the following terms and conditions:

a. **Termination Upon Notice to Licensee.** This Agreement and the license herein granted to Licensee shall terminate sixty (60) days after written notification is provided by the City to Licensee at Licensee's address as set forth in this Agreement. The sixty (60) day notice provision established by this paragraph shall conclusively be deemed to be reasonable.

b. **Transfer of Property.** This Agreement and the license herein granted to Licensee shall automatically terminate, without notice to Licensee, upon the transfer of Licensee's property, or the attempted assignment of this Agreement, or the license herein granted, except as provided in paragraph 10.

12. **Warranties.**

a. During the term of the license, the Licensee warrants that it will not allow the use of the encroachment area to be used by any person or entity except for Licensee or Licensee's contractors in the performance of the licensed activity.

c. The signatory below warrants that he/she has full authority to enter into this agreement on behalf of Licensee.

13. **Recordation.** This Agreement shall be recorded in the Official Records of Grayson County, Texas. Licensee shall bear the cost of such recordation. Upon termination of this Agreement, the City may cause to be recorded with the Clerk and Recorder of Grayson County, Texas a written Notice of Termination.

14. **No Compensation to Licensee.** In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement.

15. **Permanent Removal of Encroachments Upon Termination.** At such time as this Agreement and the license herein granted to Licensee is terminated the Licensee shall, at the option of the City, remove, at Licensee's expense, any and all encroachments owned or maintained by Licensee in the City's right-of-way.

16. **Maintenance.** During the term of this Agreement, the Licensee shall, at Licensee's expense, maintain the encroachment area and in good condition.

17. **Indemnification.** The Licensee agrees to indemnify, defend and save the City harmless from:

a. LICENSEE 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 LICENSEE'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 LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS 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. THIS INDEMNIFICATION SHALL ALSO APPLY TO ANY LOSS, LIABILITY, CLAIM OR SUIT ARISING FROM THE FORECLOSURE, OR ATTEMPTED FORECLOSURE, OF A MECHANIC'S OR MATERIALMEN'S LIEN FOR GOODS DELIVERED TO LICENSEE OR WORK PERFORMED BY OR FOR LICENSEE UPON OR AT THE ENCROACHMENT AREA OR LICENSEE'S PROPERTY. SUCH INDEMNIFICATION SHALL INCLUDE THE CITY'S ATTORNEY'S FEES INCURRED IN CONNECTION WITH ANY SUCH LOSS, LIABILITY, CLAIM OR SUIT.

18. **Insurance.** Licensee shall procure and maintain during the construction of the improvement described in Exhibit A, liability insurance as hereinafter specified:

a. Commercial General Liability and Property Damage Insurance with Contractual Liability and an Automobile Liability policy issued to the Licensee and protecting the City from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this License, whether such operations by Licensee or by any Contractor or Subcontractor under it. Insurance shall be written with limits of liability and coverages acceptable to the City Attorney's Office and name the City as an additional insured.

b. Workers Compensation Insurance for all employees of Licensee and the Licensee's Contractor(s) and Subcontractor(s) within the statutory requirements.

19. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered, faxed, or mailed by certified mail, return receipt requested, addressed as follows:

If to the City:

City
City of Sherman
P.O. Box 1106
Sherman, Texas 75091

Manager

If to the Licensee:

Overland Group LLC.
PO Box 368
Sherman, Texas 75091

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall have deemed to have been given upon delivery.

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

21. **Waiver.** If either party shall violate continuously or otherwise any of the terms of this agreement which are binding upon it, the other party shall not thereby be deemed to either have waived or relinquished any term of this agreement or to have acquiesced in any such violation thereof, unless the other party shall express their consent thereto in writing.

22. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

23. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

24. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

25. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

IN WITNESS THEREOF on this the ____ day of _____, 2008.

CITY OF SHERMAN

George Olson, City Manager

LICENSEE:


Kyle Boath, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **GEORGE OLSON**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2008.

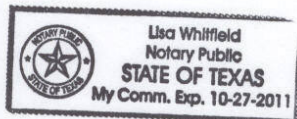
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Grayson §

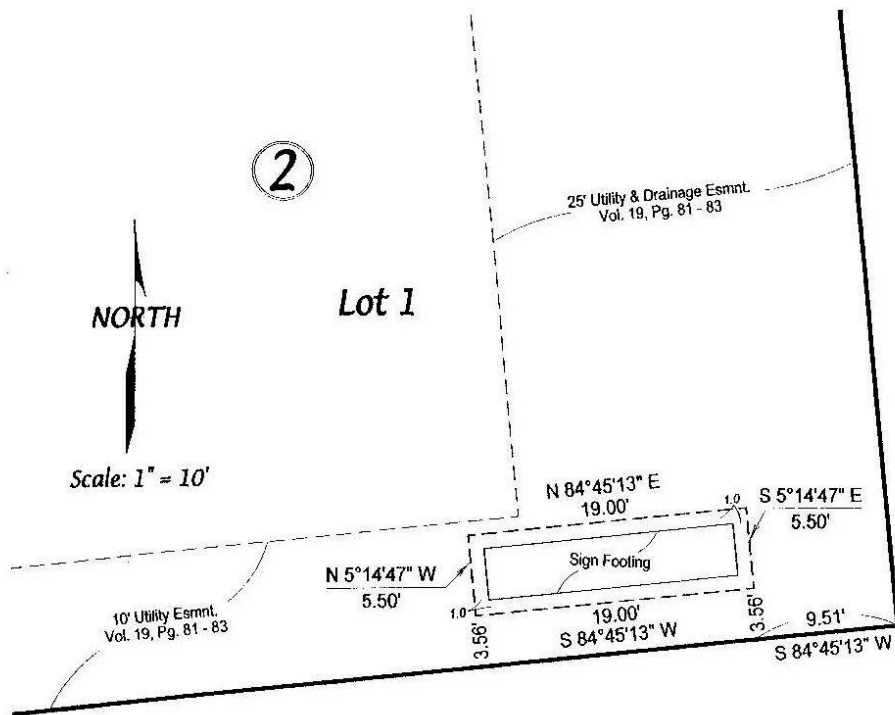
BEFORE ME, the undersigned authority, on this day personally appeared Kyle Boothe known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of September, 2008.



Lisa Whitfield
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"

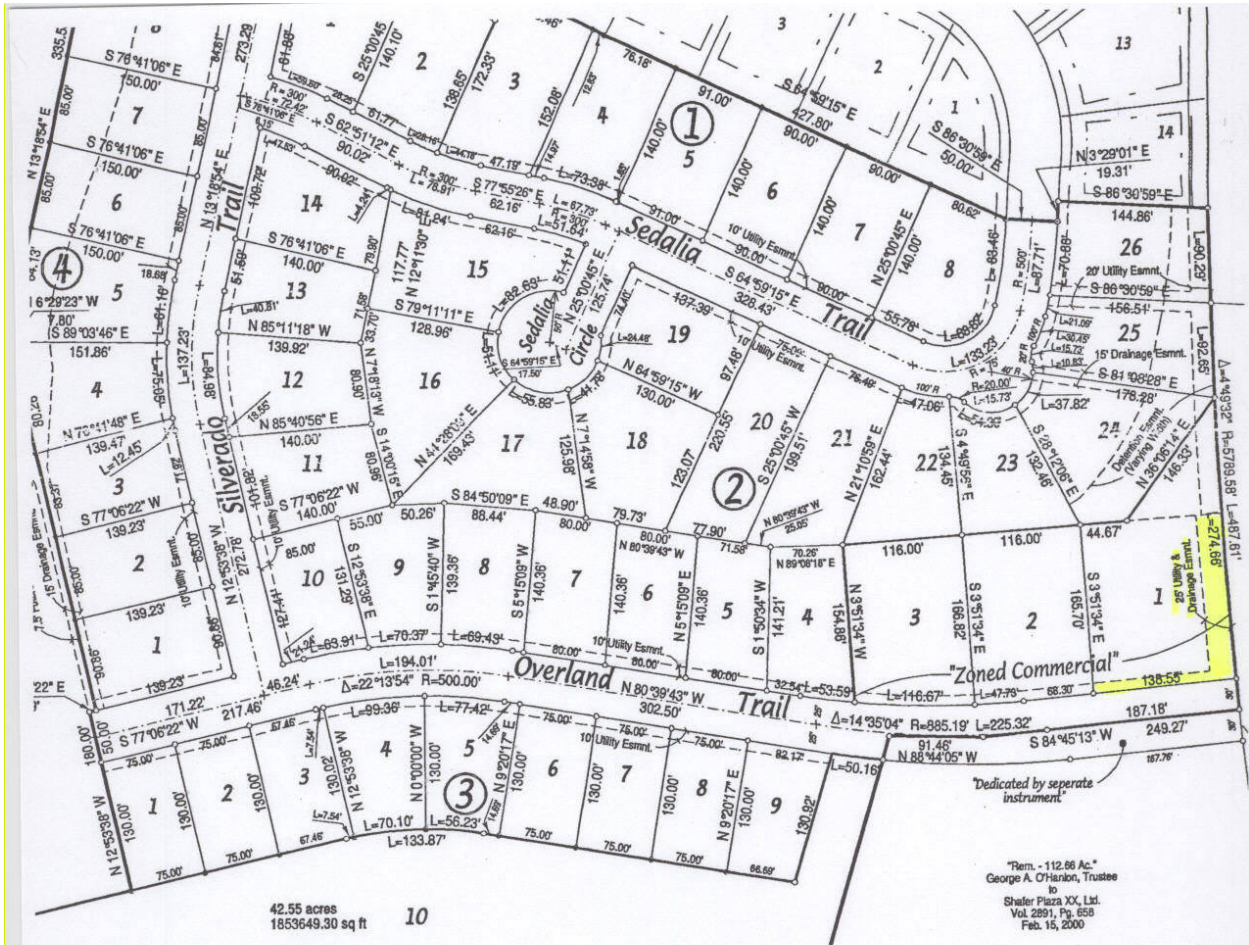


F. M. HIGHWAY NO. 1417

OVERLAND TRAIL

SIGN EASEMENT
OVER A PORTION OF
LOT ONE, BLOCK TWO
O'HANLON RANCH ADDITION
PHASE 2
TO THE
CITY OF SHERMAN

EXHIBIT "B"



O'HANLON RANCH ADDITION PHASE 2

to the
CITY of SHERMAN
GRAYSON COUNTY, TEXAS

Owners & Developers

DGR Development Group, Ltd.
Dean Gilbert, Inc.
801 E. Taylor
Sherman, Texas 75090
Dean Gilbert, President

Kyle Boothe

Sherman Bible Church
Todd Svane, Chairman
of the Deacons

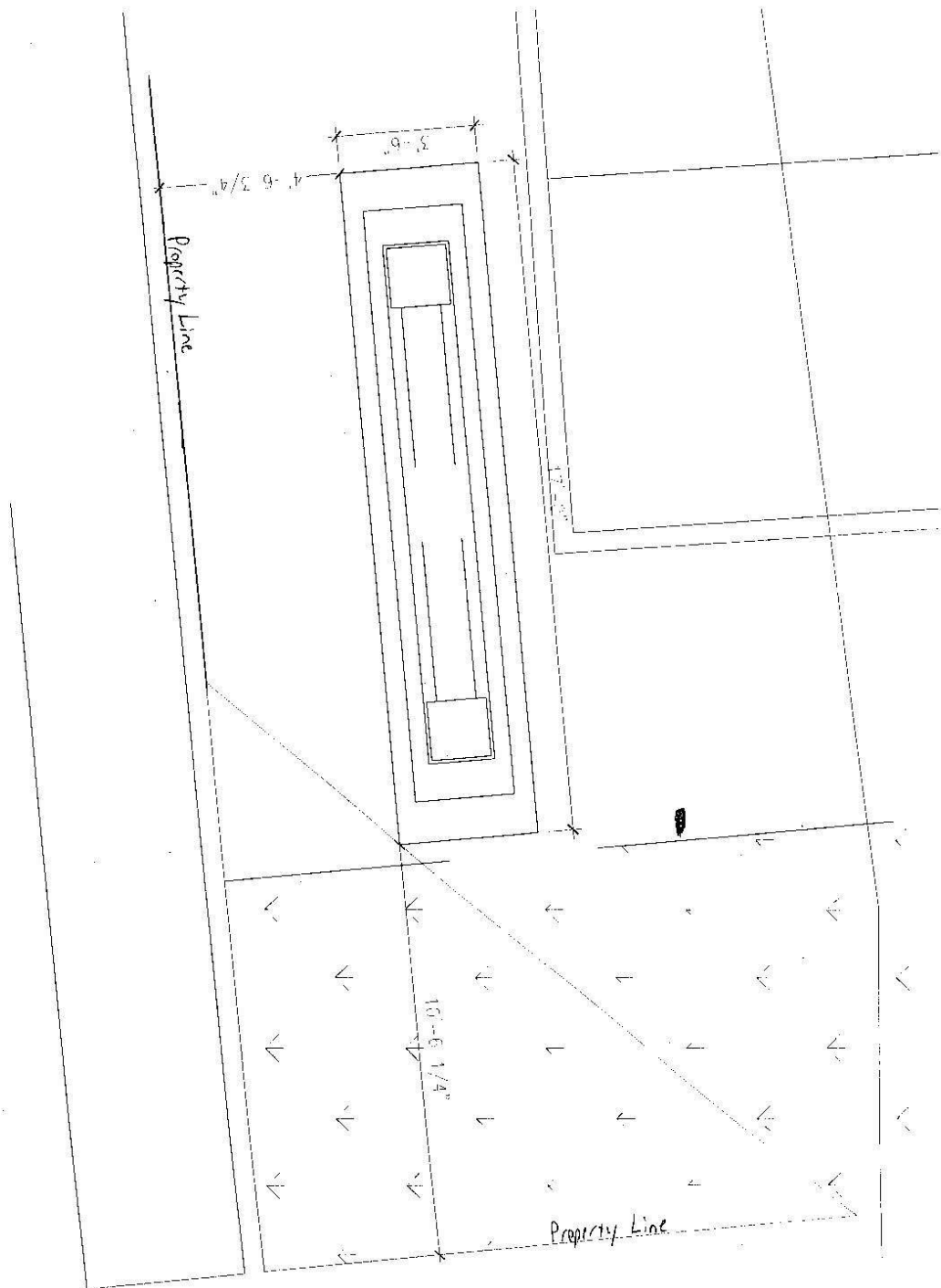
SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors
109 S. Travis, P. O. Box 1843 Sherman, Texas 75091-1843
Ph: (903) 892-8003 Fax: (903) 868-2970

SHEET 1

OHNLN-5

EXHIBIT "C"



master site plan

SHEET NUMBER
SP.1

DATE

PROJECT NUMBER



david bacon
STUDIO

ONE THOUSAND SOUTH SAM RAYBURN FREEWAY, SHERMAN, TEXAS 75090 x 903 893 5800 x 903 893 5866 e david@davidbaconstudio.com

ATMOS ENERGY
Darrell White
Project Manager
5111 Blue Flame Ln
Sherman, Texas 75090
Tel: 903-891-4257
Fax: 903-891-4239
Darrell.White@Atmosenergy.com



August 22, 2008

Attn: Joe Dell
O'Hanlon Trail Addition

This letter is to advise all concerned parties that Atmos Energy has reviewed the proposed area of concern and grant permission to Boothe Enterprise, for construction of a monument in the City of Sherman utility easement.

It is advised that individuals responsible for construction and/or placement of monument contact 811 for utility locates 48 hours prior to construction to verify all underground utility locations.

Sincerely,

Darrell White
Project Manager



Donna Collum
New Construction Manager
New Construction Management

August 7, 2008

Mr. Joe Dell
Boothe Enterprises
PO Box 368
Sherman, TX 75091

Oncor Electric Delivery
2201 Woodlake Drive
Denison, TX 75021

Tel 903 868 8242
Fax 903 868 8249
Cell 214 549 7148
donna.collum@oncor.com

RE: O'HANLON RANCH
SHERMAN TEXAS

Dear Mr. Dell;

This letter is in response to your inquiry on the installation location of a new monument sign at FM 1417 and Overland Trail. Boothe Enterprises has requested the new sign be located on or near the utility easement that serves this new development..

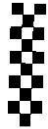
Oncor Electric Delivery has agreed to the location encroaching in the utility easement under the condition that Boothe Enterprises is fully responsible for repairing, moving or replacing the sign should it need to be moved for utility work. It is also required by the customer to call DigTess for locates when the sign is to be constructed.

If you need additional information please contact me at 903-868-8242.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna Collum". The signature is fluid and cursive.

Donna Collum
New Construction Management



3720 TEXOMA PARKWAY
P.O. Box 1223
SHERMAN, TX 75090
TEL 903-893-6548
FAX 903-868-2754

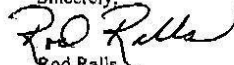
August 21, 2008

Booth Enterprises
2907 Overland Trail
Sherman, Texas 79020

Attn: Joe

RE: Placing Sign In Utility Easement

Cableone has no objection to the placement of a sign in the utility easement with the stipulation that Booth Enterprise be responsible for all damages and maintenance caused by the placement of the sign.

Sincerely,

Rod Ralls
Technical Operations Manager

Joe Dell

From: bob.holland@verizon.com
Sent: Tuesday, August 26, 2008 3:50 PM
To: Joe Dell
Subject: Re: Monument sign

Joe,

Verizon has no objection to the placement of a sign with in the said easement location, however we do have facilities with in that easement area and Boothe Enterprises will be held responsible for and damages done to Verizon's facilities with in said easement. Also if Verizon needs to do repairs, of place new facilities, Verizon will try to be very careful not to damage the sign, but just to reiterate what you said below if any damages are done to the sign Verizon will not be responsible for any repairs. We will try to notify you if we are doing anything with in the said easement.

Thanks
Bob Holland
Supervisor-Network Engineering
Sherman Area-NE Division
903-870-5294

"Joe Dell" <josedell@bootheenterprises.com>

"Joe Dell"
<josedell@bootheenterprises.com>

To: BOB D. Holland/EMPL/TX/Verizon@VZNotes
cc

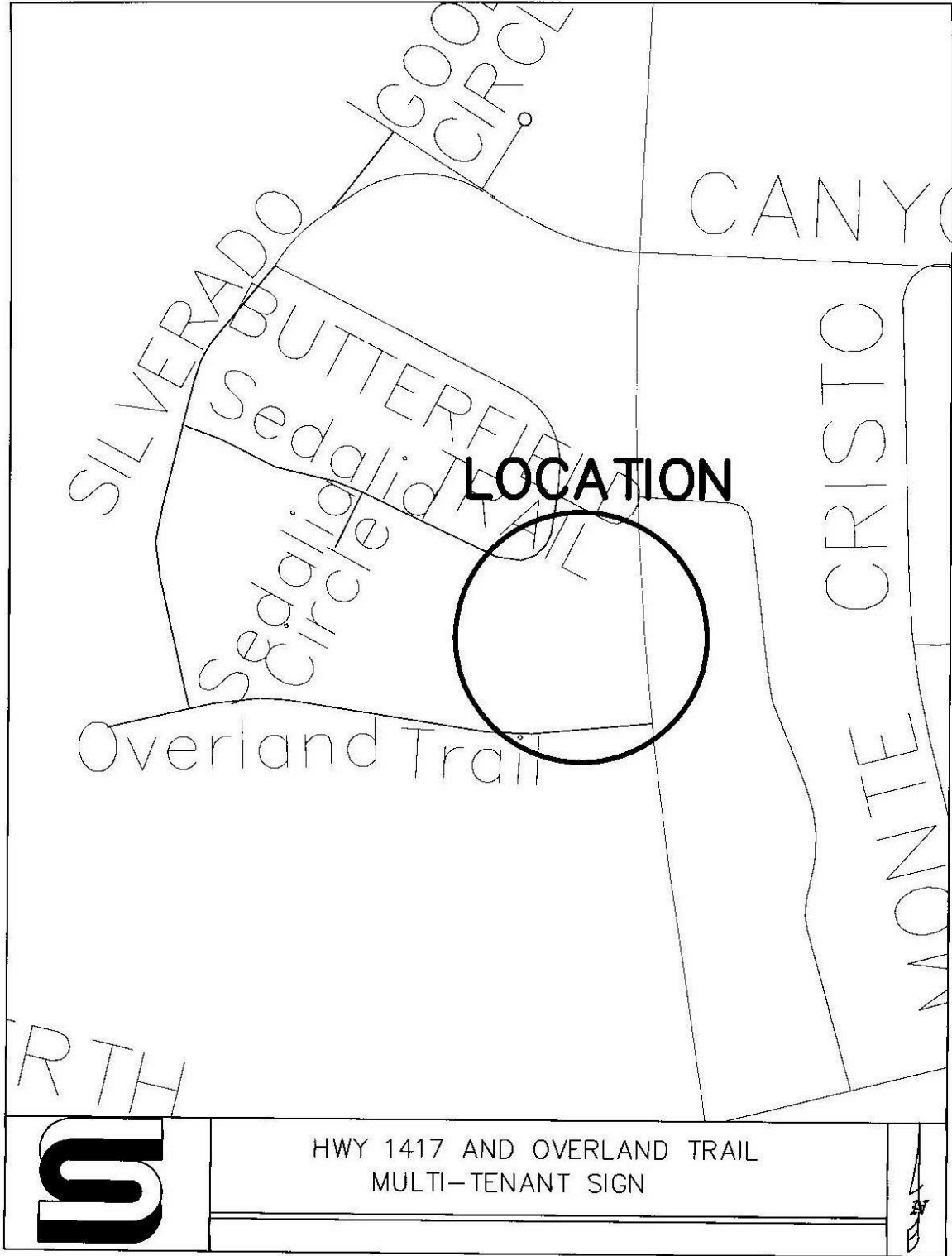
Subject: Monument sign

08/26/2008 03:26 PM

Hey Bob, this email is to confirm our conversation on 8/26/08 regarding Boothe Enterprises placing a monument sign in the utility easement along 1417 and Overland Trail. Boothe Enterprises will be responsible for maintaining and fixing, or replacing said sign if it is damaged during utility construction. Boothe Enterprises will not hold Verizon responsible.

Joe Dell
Boothe Enterprises
903-771-9444

8/26/2008





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5292**

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Fallon Drive Water Main Construction Project

Issue

Authorizing execution of a professional engineering services contract with Teague Nall & Perkins for the Fallon Drive Water Main Construction Project

Background

The current Capital Improvement Program contains a project to construct a 12-inch water main on Fallon Drive, from U.S. Highway 75 to Pecan Grove Road. It is recommended that the professional engineering design services be provided by Teague Nall & Perkins.

Origination

Department of Utilities and Engineering

Financial Consideration

Funds for this expenditure are budgeted and available in the water and sewer improvement fund.

Staff Recommendation

It is recommended the City Council approve payment of these professional services in the amount of \$19,500.00.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5292

Contract

Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5292

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TEAGUE NALL & PERKINS FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE FALLON DRIVE WATER MAIN CONSTRUCTION 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 Teague Nall & Perkins is hereby awarded the contract for professional engineering services in the total amount of \$19,500.00 to design the Fallon Drive Water Main Construction Project from U.S. Highway 75 to Pecan Grove Road; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the Interim City Attorney, to execute an agreement with Teague Nall & Perkins for professional engineering design services, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



Civil Engineering Surveying Landscape Architecture Planning

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Fallon Drive Water Main Loop

TNP PROJECT NUMBER: SHN XXXXX

CLIENT: Mark Gibson, PE
Director of Utility Services

ADDRESS: City Of Sherman
P.O. Box 1106
Sherman, TX 75091-1106
903 892 7210
903 870 7802 - fax

The City of Sherman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the ENGINEER) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services for the construction of a 12- inch water main along Fallon Drive from US Hwy 75 to Pecan Grove Road to provide looping and additional service to Texoma Parkway. A detailed scope of **BASIC SERVICES** is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be on a basis of the following:

1) **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER a fixed fee as follows:

a) Surveying	\$3,000
b) Engineering	\$16,500

2) **ADDITIONAL SERVICES:** Services provided by the ENGINEER which are not specifically included in BASIC SERVICES as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates. Examples of **ADDITIONAL SERVICES** are shown at Attachment 'B'.

3) **BASIC SERVICES** and **ADDITIONAL SERVICES** shall be billed monthly based on the percentage of work complete. The CLIENT shall pay promptly upon receipt of invoice. Delays of payment in excess of 21 days after receiving the invoice or 30 days of the invoice date may result in cessation of services until full payment is received. Time shall be added to the project schedule for any work stoppages resulting from the CLIENT's failure to render timely payment.

Agreement to this contract acknowledges available funding for the proposed engineering and surveying services. Payment for engineering and surveying services shall not be contingent upon the CLIENT's available project-specific funds, or anticipated future funding.

SCHEDULE: The proposed services shall begin within 5 working days of authorization to proceed. A project design schedule is included as Attachment 'C', and made a part hereto.

PROJECT LOCATION: Attachment 'E', which is included and made a part hereto, shows the approximate location of the project.

SUPPLEMENTAL PROVISIONS: The attached supplemental provisions are incorporated and made a part of this agreement.

Article III

Please execute and return a signed copy for our files.

Approved by CLIENT:

**City Manager
City of Sherman**

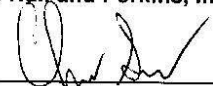
By: _____

Title: _____

Date: _____

Accepted by ENGINEER:

**Chris Schmitt PE
Office Manager
Teague Nall and Perkins, Inc.**

By:  _____

Title: Principal

Date: 11/20/08

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. ENGINEER'S OPINION OF PROBABLE COST

Any cost opinions provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost opinions.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. TNP shall deliver all such work to CLIENT in all then existing forms, including electronic CAD systems. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1 1/2% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

15. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

16. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for site safety.

17. DRAINAGE CLAUSE

TNP, Inc. in the performance of its services may be required to assess the impact of the Project on neighboring property owners. The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

18. CONSTRUCTION MEANS AND METHODS

Means and methods of construction are the sole responsibility of the contractor.

ATTACHMENT 'A'

BASIC SERVICES

DESIGN PHASE

The ENGINEER will provide the existing topographic design survey as well as existing easements and ROW limits. The ENGINEER will prepare contract documents and plans and specifications in conjunction with City Criteria and Design Standards for the construction of approximately 2,200 linear feet of 12 inch water line along Fallon Drive from US Hwy 75 to Pecan Grove Road to provide looping and additional service to Texoma Parkway.

The ENGINEER will coordinate with franchise utilities as necessary to assist in location of utilities to avoid conflicts. An Opinion of Probable Construction Costs (OPCC) will also be provided to the CLIENT during the design phase of the project.

The ENGINEER will provide 10 copies of the plan and specifications for bidding purposes.

BIDDING AND NEGOTIATIONS PHASE

Once final plans have been delivered to the CLIENT, the ENGINEER will assist with advertising the job and provide, as necessary, any supplemental documents or information required to clarify the Contract Documents. This clarification may be in the form of written Addendums or verbal interpretations of the Contract Documents. The ENGINEER will also confer with the CLIENT when responding to questions that arise during the Bidding Phase of the project.

The ENGINEER will evaluate the bids and proposals once received and make recommendation to the CLIENT to award the construction contract.

CONSTRUCTION PHASE

ENGINEER will advise owner and act as owners representative as necessary. ENGINEER will provide final inspection and assist with job close out procedures as necessary. The ENGINEER will also provide the CLIENT with As Built information in both electronic and a set of 24"X36" reproducible drawings.

ATTACHMENT 'B'

ADDITIONAL SERVICES

ADDITIONAL SERVICES: **ADDITIONAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **ADDITIONAL SERVICES** shall include, but not be limited to:

- a) Trips and meetings beyond a 50-mile radius of Sherman;
- b) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
- c) Printing, copying, plotting and document reproduction beyond that required to complete the **BASIC SERVICES**, as described herein;
- d) Revisions to plans to reduce costs after bidding;
- e) Environmental Assessments or permitting;
- f) Additional Surveying required to accommodate scope of either onsite or offsite design efforts;
- g) Preparing applications and supporting documents for government loans, grants or planning advances and providing data for detailed applications;
- h) FEMA Flood Plain Studies, assessments, amendments;
- i) Surveying beyond that stated in the Basic Services;
- j) Construction Staking;
- k) Franchise Utility Design;
- l) Water and/or Sewer Studies and modeling;
- m) Traffic Studies or counts;
- n) Work related to acquiring easements or right-of-way;
- o) Preparation of detailed landscape or lighting plans;
- p) Correspondence and work requests related to Franchise Utility Design;
- q) Serving as right of way and easement acquisition agent;
- r) Any offsite improvements: *street improvements, drainage improvements, grading improvements, water or sanitary sewer improvements not defined in the Basic Services;*
- s) Preparation of easements or ROW documents;
- t) Permitting or inspection fees;
- u) Filing/Inspection fees will be paid by the **CLIENT**.
- v) Construction administration services are excluded. These services can be provided upon request.
- w) Marketing Exhibits;
- x) Irrigation Design;
- y) Tree Survey or mitigation plans;
- z) Client requested revisions to a proposed layout occurring after zoning, preliminary plat, or replat documents have been submitted to the City or County;
- aa) Design of retaining walls, foundations for structures, soil conditioning plans, landscape features, automated entry gates and water features.

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates as outlined in Attachment 'D'.

ATTACHMENT 'C'

PROJECT DESIGN SCHEDULE

ENGINEER shall endeavor to accomplish the work in accordance with the following schedule:

1. Complete the design survey within 14 (fourteen) calendar days after receiving a signed contract from the CLIENT.
2. Complete Design within twenty-one (21) days of receiving design survey.

ENGINEER shall endeavor to complete the work per the above schedule. It is understood and agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that ENGINEER's ability to perform the scope of service is dependent upon timely receipt of information and data from the CLIENT, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CLIENT become delayed or not provided in a timely manner.

ATTACHMENT 'D'
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2008 to December 31, 2008*

Engineering / Technical		From	-	To	
Principal		\$150	-	\$220	Per Hour
Project Manager		\$115	-	\$175	Per Hour
Senior Engineer		\$110	-	\$210	Per Hour
Engineer		\$80	-	\$120	Per Hour
Landscape Architect / Planner		\$70	-	\$160	Per Hour
Designer		\$85	-	\$110	Per Hour
Senior Designer		\$100	-	\$135	Per Hour
CAD Technician		\$60	-	\$85	Per Hour
Senior CAD Technician		\$75	-	\$100	Per Hour
IT Consultant		\$120	-	\$140	Per Hour
IT Technician		\$70	-	\$100	Per Hour
Clerical		\$50	-	\$75	Per Hour
Resident Project Representative		\$70	-	\$100	Per Hour
Surveying					
Survey Office Manager		\$145	-	\$165	
Registered Professional Land Surveyor		\$105	-	\$135	
S.I.T.		\$70	-	\$90	
Senior Survey Technician		\$70	-	\$90	
Junior Survey Technician		\$60	-	\$75	
2-Person Field Crew w/Equipment		\$100			
3-Person Field Crew w/Equipment		\$110			
4-Person Field Crew w/Equipment		\$135			
1-Person G.P.S. Crew w/Equipment		\$110			
2-Person G.P.S. Crew w/Equipment		\$130			
3-Person G.P.S. Crew w/Equipment		\$150			
1-Person Robotic Crew w/Equipment		\$90			
2-Person Robotic Crew w/Equipment		\$110			
Direct Cost Reimbursables					
Photocopies, Scans & PDF Files:	\$0.10/page	letter and legal size bond paper, B&W			
	\$0.20/page	11" x 17" size bond paper, B&W			
	\$1.00/page	letter, legal and 11" x 17" size bond paper, color			
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W			
	\$4.00/page	22" x 34" and larger bond paper or vellum, color			
Plots:	\$1.00/page	11" x 17" size bond paper, B&W			
	\$2.00/page	11" x 17" size bond paper, color			
	\$4.00/page	22"x34" and larger bond paper or vellum, B&W			
	\$6.00/page	22"x34" and larger bond paper or vellum, color			
	\$6.00/page	22"x34" and larger mylar or acetate, B&W			
Mileage	\$0.505/mile				

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

- Rates shown are for calendar year 2008 and are subject to change in subsequent years.*

PROJECT YEAR: 2008-2009

PROJECT NAME:

Fallon Drive Water Main Loop

DESCRIPTION:

Construct water main from US Hwy 75 to Pecan Grove Road to provide looping and additional service to Texoma Parkway.

ESTIMATED COST:

\$250,000

ESTIMATED O&M COST:

Not Applicable

PROPOSED FINANCING:

Utility Improvement Fund

PROJECT NECESSITY:

Texoma Parkway requires access to additional sources of water to minimize future service interruptions.

DEPARTMENT/DIRECTOR:

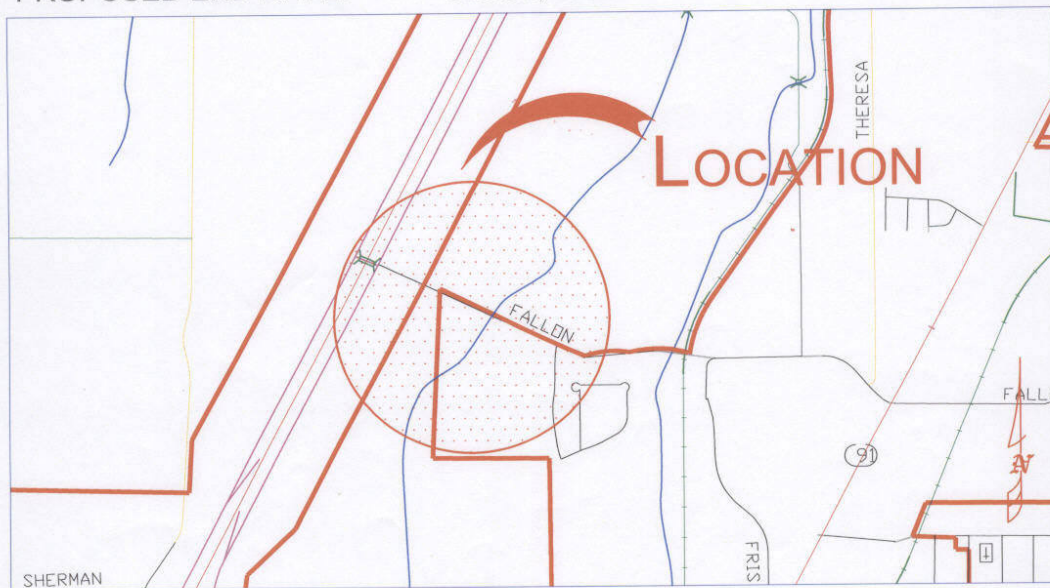
Utility and Engineering Services, Mark Gibson

PROPOSED START DATE:

June, 2009

PROPOSED END DATE:

October, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5293**

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Oak Creek Drive Water Main Replacement Project

Issue

Authorizing execution of a professional engineering services contract with Teague Nall & Perkins for the Oak Creek Drive Water Main Replacement Project

Background

The current Capital Improvement Program contains a project to replace the existing water main on Oak Creek Drive, from Oak Creek Circle north to Alpine Drive. It is recommended that the professional engineering design services be provided by Teague Nall & Perkins.

Origination

Department of Utilities and Engineering

Financial Consideration

Funds for this expenditure are budgeted and available in the water and sewer improvement fund.

Staff Recommendation

It is recommended the City Council approve payment of these professional services in the amount of \$13,500.00.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5293

Contract

Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TEAGUE NALL & PERKINS FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE OAK CREEK DRIVE WATER MAIN REPLACEMENT 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 Teague Nall & Perkins is hereby awarded the contract for professional engineering services in the total amount of \$13,500.00 to design the Oak Creek Water Main Replacement Project on Oak Creek Drive, from Oak Creek Circle north to Alpine Drive; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the Interim City Attorney, to execute an agreement with Teague Nall & Perkins for professional engineering design services, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



Civil Engineering Surveying Landscape Architecture Planning

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Oak Creek Drive Water Line Replacement

TNP PROJECT NUMBER: SHN XXXXX

CLIENT: Mark Gibson, PE
Director of Utility Services
ADDRESS: City Of Sherman
P.O. Box 1106
Sherman, TX 75091-1106
903 892 7210
903 870 7802 - fax

The City of Sherman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the ENGINEER) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services for the replacement of the existing 6" water main along Oak Creek Drive from Oak Creek Circle north to Alpine Drive. A detailed scope of **BASIC SERVICES** is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be on a basis of the following:

1) **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER a fixed fee as follows:

- | | |
|----------------|----------|
| a) Survey | \$3,500 |
| b) Engineering | \$10,000 |

2) **ADDITIONAL SERVICES:** Services provided by the ENGINEER which are not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates. Examples of **ADDITIONAL SERVICES** are shown at Attachment 'B'.

3) **BASIC SERVICES** and **ADDITIONAL SERVICES** shall be billed monthly based on the percentage of work complete. The CLIENT shall pay promptly upon receipt of invoice. Delays of payment in excess of 21 days after receiving the invoice or 30 days of the invoice date may result in cessation of services until full payment is received. Time shall be added to the project schedule for any work stoppages resulting from the CLIENT's failure to render timely payment.

Agreement to this contract acknowledges available funding for the proposed engineering and surveying services. Payment for engineering and surveying services shall not be contingent upon the CLIENT's available project-specific funds, or anticipated future funding.

SCHEDULE: The proposed services shall begin within 5 working days of authorization to proceed. A project design schedule is included as Attachment 'C', and made a part hereto.

PROJECT LOCATION: Attachment 'E', which is included and made a part hereto, shows the approximate location of the project.

SUPPLEMENTAL PROVISIONS: The attached supplemental provisions are incorporated and made a part of this agreement.

Article III

Please execute and return a signed copy for our files.

Approved by CLIENT:

**City Manager
City of Sherman**

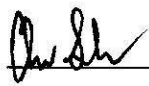
By: _____

Title: _____

Date: _____

Accepted by ENGINEER:

**Chris Schmitt PE
Office Manager
Teague Nall and Perkins, Inc.**

By:  _____

Title: Principal

Date: 11/18/08

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. ENGINEER'S OPINION OF PROBABLE COST

Any cost opinions provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost opinions.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. TNP shall deliver all such work to CLIENT in all then existing forms, including electronic CAD systems. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

15. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

16. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for site safety.

17. DRAINAGE CLAUSE

TNP, Inc. in the performance of its services may be required to assess the impact of the Project on neighboring property owners. The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

18. CONSTRUCTION MEANS AND METHODS

Means and methods of construction are the sole responsibility of the contractor.

ATTACHMENT 'A'

BASIC SERVICES

DESIGN PHASE

The ENGINEER will provide the existing topographic design survey as well as existing easements and ROW limits. The ENGINEER will prepare contract documents and plans and specifications in conjunction with City Criteria and Design Standards for the replacement of approximately 1,300 linear feet of 6" water line along Oak Creek Drive from Oak Creek Circle north to Alpine Drive.

The ENGINEER will coordinate with franchise utilities as necessary to assist in location of utilities to avoid conflicts. An Opinion of Probable Construction Costs (OPCC) will also be provided to the CLIENT during the design phase of the project.

The ENGINEER will provide 10 copies of the plan and specifications for bidding purposes.

BIDDING AND NEGOTIATIONS PHASE

Once final plans have been delivered to the CLIENT, the ENGINEER will assist with advertising the job and provide, as necessary, any supplemental documents or information required to clarify the Contract Documents. This clarification may be in the form of written Addendums or verbal interpretations of the Contract Documents. The ENGINEER will also confer with the CLIENT when responding to questions that arise during the Bidding Phase of the project.

The ENGINEER will evaluate the bids and proposals once received and make recommendation to the CLIENT to award the construction contract.

CONSTRUCTION PHASE

ENGINEER will advise owner and act as owners representative as necessary. ENGINEER will provide final inspection and assist with job close out procedures as necessary. The ENGINEER will also provide the CLIENT with As Built information in both electronic and a set of 24"X36" reproducible drawings.

ATTACHMENT 'B' ADDITIONAL SERVICES

ADDITIONAL SERVICES: **ADDITIONAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **ADDITIONAL SERVICES** shall include, but not be limited to:

- a) Trips and meetings beyond a 50-mile radius of Sherman;
- b) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
- c) Printing, copying, plotting and document reproduction beyond that required to complete the **BASIC SERVICES**, as described herein;
- d) Revisions to plans to reduce costs after bidding;
- e) Environmental Assessments or permitting;
- f) Additional Surveying required to accommodate scope of either onsite or offsite design efforts;
- g) Preparing applications and supporting documents for government loans, grants or planning advances and providing data for detailed applications;
- h) FEMA Flood Plain Studies, assessments, amendments;
- i) Surveying beyond that stated in the Basic Services;
- j) Construction Staking;
- k) Franchise Utility Design;
- l) Water and/or Sewer Studies and modeling;
- m) Traffic Studies or counts;
- n) Work related to acquiring easements or right-of-way;
- o) Preparation of detailed landscape or lighting plans;
- p) Correspondence and work requests related to Franchise Utility Design;
- q) Serving as right of way and easement acquisition agent;
- r) Any offsite improvements: *street improvements, drainage improvements, grading improvements, water or sanitary sewer improvements not defined in the Basic Services;*
- s) Preparation of easements or ROW documents;
- t) Permitting or inspection fees;
- u) Filing/Inspection fees will be paid by the **CLIENT**.
- v) Construction administration services are excluded. These services can be provided upon request.
- w) Marketing Exhibits;
- x) Irrigation Design;
- y) Tree Survey or mitigation plans;
- z) Client requested revisions to a proposed layout occurring after zoning, preliminary plat, or replat documents have been submitted to the City or County;
- aa) Design of retaining walls, foundations for structures, soil conditioning plans, landscape features, automated entry gates and water features.

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates as outlined in Attachment 'D'.

ATTACHMENT 'C'

PROJECT DESIGN SCHEDULE

ENGINEER shall endeavor to accomplish the work in accordance with the following schedule:

1. Complete the design survey within 14 (fourteen) calendar days after receiving a signed contract from the CLIENT.
2. Complete Design within twenty-one (21) days of receiving design survey.

ENGINEER shall endeavor to complete the work per the above schedule. It is understood and agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that ENGINEER's ability to perform the scope of service is dependent upon timely receipt of information and data from the CLIENT, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CLIENT become delayed or not provided in a timely manner.

ATTACHMENT 'D'

TEAGUE NALL AND PERKINS, INC. Standard Rate Schedule for Reimbursable/Multiplier Contracts Effective January 1, 2008 to December 31, 2008*

Engineering / Technical		From	-	To	
Principal		\$150	-	\$220	Per Hour
Project Manager		\$115	-	\$175	Per Hour
Senior Engineer		\$110	-	\$210	Per Hour
Engineer		\$80	-	\$120	Per Hour
Landscape Architect / Planner		\$70	-	\$160	Per Hour
Designer		\$85	-	\$110	Per Hour
Senior Designer		\$100	-	\$135	Per Hour
CAD Technician		\$60	-	\$85	Per Hour
Senior CAD Technician		\$75	-	\$100	Per Hour
IT Consultant		\$120	-	\$140	Per Hour
IT Technician		\$70	-	\$100	Per Hour
Clerical		\$50	-	\$75	Per Hour
Resident Project Representative		\$70	-	\$100	Per Hour
Surveying					
Survey Office Manager		\$145	-	\$165	
Registered Professional Land Surveyor		\$105	-	\$135	
S.I.T.		\$70	-	\$90	
Senior Survey Technician		\$70	-	\$90	
Junior Survey Technician		\$60	-	\$75	
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3-Person Field Crew w/Equipment		\$110			
4-Person Field Crew w/Equipment		\$135			
1-Person G.P.S. Crew w/Equipment		\$110			
2-Person G.P.S. Crew w/Equipment		\$130			
3-Person G.P.S. Crew w/Equipment		\$150			
1-Person Robotic Crew w/Equipment		\$90			
2-Person Robotic Crew w/Equipment		\$110			
Direct Cost Reimbursables					
Photocopies, Scans & PDF Files:	\$0.10/page	letter and legal size bond paper, B&W			
	\$0.20/page	11" x 17" size bond paper, B&W			
	\$1.00/page	letter, legal and 11" x 17" size bond paper, color			
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W			
	\$4.00/page	22" x 34" and larger bond paper or vellum, color			
Plots:	\$1.00/page	11" x 17" size bond paper, B&W			
	\$2.00/page	11" x 17" size bond paper, color			
	\$4.00/page	22"x34" and larger bond paper or vellum, B&W			
	\$6.00/page	22"x34" and larger bond paper or vellum, color			
	\$6.00/page	22"x34" and larger mylar or acetate, B&W			
Mileage	\$0.505/mile				

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

- Rates shown are for calendar year 2008 and are subject to change in subsequent years.*

PROJECT YEAR: 2008-2009

PROJECT NAME: Oak Creek Drive Water Replacement

DESCRIPTION: Replace 1,300' of 6" water main along Oak Creek Drive from Oak Creek Circle north to Alpine Drive.

ESTIMATED COST: \$140,000

ESTIMATED O&M COST: Not Applicable

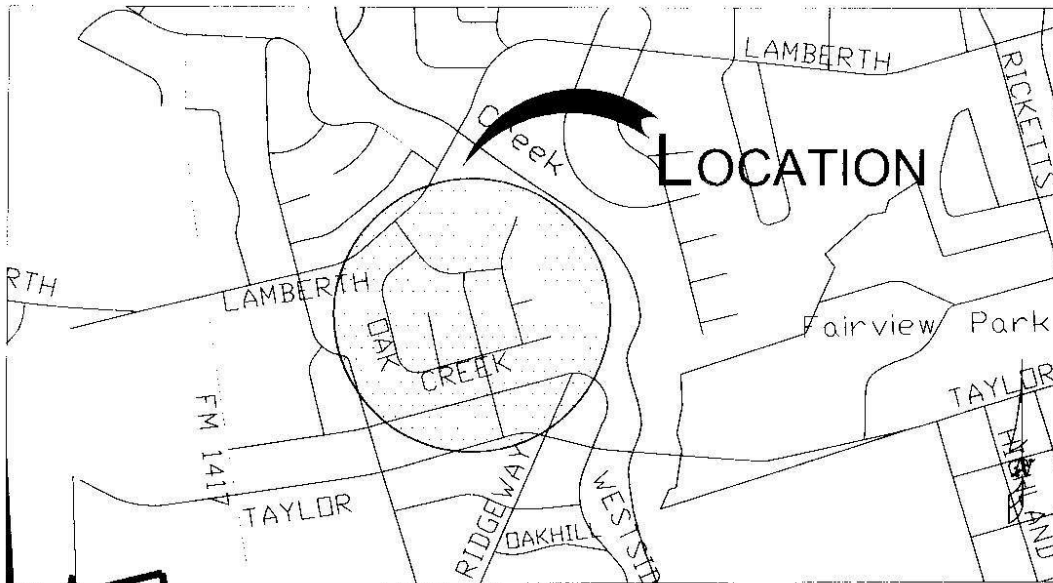
PROPOSED FINANCING: Utility Improvement Fund

PROJECT NECESSITY: Replacement is due to a badly deteriorated line requiring frequent service interruptions and costly repairs.

DEPARTMENT/DIRECTOR: Utility and Engineering Services, Mark Gibson

PROPOSED START DATE: May, 2009

PROPOSED END DATE: September, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5294**

**Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E.
d/b/a Morris Engineers for Design of the Relief Sewer “C” Project**

Issue

To consider a contract for professional engineering services with Morris Engineers for design of the Relief Sewer “C” Project along Branch Street, from King Street to Pacific Street

Background

The current Capital Improvement Program contains the Relief Sewer “C” Project. Engineering services are required to design the project in a timely manner.

Origination

Utilities and Engineering, Department 119

Financial Consideration

The fee for engineering services will be \$48,000.00. This project is funded through the Greater Texoma Utility Authority.

Staff Recommendation

It is recommended that the contract for professional engineering services with Morris Engineers, to design Relief Sewer “C” along Branch Street, from King Street to Pacific Street, be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5294

Contract for Professional Services

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5294

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. D/B/A MORRIS ENGINEERS FOR DESIGN OF THE RELIEF SEWER "C" 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 by the Interim City Attorney, to execute a Professional Services Agreement with Timothy L. Morris, P.E. d/b/a Morris Engineers for the design of the Relief Sewer "C" Project along Branch Street from King Street to Pacific Street, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

MORRIS ENGINEERS

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of this _____ day of _____ in the year Two Thousand Eight by and between the **City of Sherman** (hereinafter called OWNER) and Timothy L. Morris, P.E., dba Morris Engineers (hereinafter called ENGINEER). OWNER intends to construct **Relief Sewer C: King to Pacific** (hereinafter called the Project).

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

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil, structural, mechanical and electrical engineering services and normal architectural services incidental thereto.

1.2. Preparatory Phase

ENGINEER shall:

- 1.2.1. Consult with OWNER to determine his requirements for the Project 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 3.3 which 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 3.3, 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.

MORRIS ENGINEERS

- 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 2.2.1. and 7.3. 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 Project is 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 3.3.
- 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 Project site as required by Section 1.
- 2.1.11. Providing field surveys for design purposes and engineering surveys and staking to enable Contractor(s) 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.

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- 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**
- 2.2.1. 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 Project including previous reports and any other data relative to design and construction of the Project.
- 3.3. 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.
- 3.4. Provide, as required by the Construction Contract, engineering surveys and staking to enable Contractor(s) to proceed with the layout of the work.
- 3.5. 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.
- 3.6. 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.
- 3.7. Pay all costs incident to obtaining bids or proposals from contractors.

MORRIS ENGINEERS

- 3.8. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, 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.
- 3.9. 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.
- 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- 3.11. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.12. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.13. 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 Project 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 Project 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 ~~ninety~~ **(90)** 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.

MORRIS ENGINEERS

- 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 2.1.16., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 2.1.15), 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 therefore 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 2.1.15, 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 2.2.1. 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:

<u>Phase</u>	<u>Fee</u>
Preliminary and Final Design	\$ 40,000.00
Bidding and Construction	<u>\$ 8,000.00</u>
Total	\$ 48,000.00

MORRIS ENGINEERS

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 Project. 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 therefrom. 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 3.8.

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:

Engineering Services Payroll Costs:

Principal 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.

MORRIS ENGINEERS

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..... \$100,000.00
 Aggregate..... \$300,000.00
Workers' Compensation: Statutory

Automobile Liability:

Bodily Injury:

Each Person..... \$ 50,000.00
Each Accident..... \$100,000.00

Property Damage:

Each Accident..... \$ 50,000.00

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

OWNER:

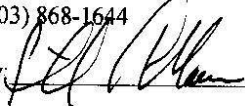
City of Sherman
Dept. of Engineering
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7208

By: _____

Title: _____

ENGINEER:

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

By:  11-17-08

Title: Professional Engineer

MASTER
MORRIS ENGINEERS

MORRIS ENGINEERS





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.6

RESOLUTION NO. 5295

Authorizing Execution of an Agreement with Specialized Public Finance, Inc. for Financial Advisory Services

Issue

Execution of an agreement with Specialized Public Finance, Inc. ("SPF") for financial advisory services

Background

Recently, the City's Financial Advisor, Garry Kimball, previously with First Southwest Company (FSC), opened a new firm, SPF, to provide financial advisory services specifically for municipalities and other public entities. These services are necessary to oversee the debt issuance process for the City, as well as to provide other meaningful counsel regarding various financing issues. Garry and his staff have dozens of years of combined experience in this market; and Garry has served the City for many years in this capacity since the mid 1990's. Also, Greater Texoma Utility Authority recently authorized a contract for financial advisory services with SPF.

Origination

Assistant City Manager/CFO

Financial Consideration

Fees in the proposed contract are due only when debt is issued with SPF's assistance. The proposed fee schedule is identical to the one in the previous contract with FSC.

Staff Recommendation

The staff recommends this resolution and contract be approved.

Alternatives

As may be directed by Council

Attachments

Resolution No. 5295

Financial Advisory Services Agreement

Firm Overview and Qualifications

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SPECIALIZED PUBLIC FINANCE, INC. FOR FINANCIAL ADVISORY SERVICES; 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 by the Interim City Attorney, to execute an agreement with Specialized Public Finance, Inc. for financial advisory services, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**_____
INTERIM CITY ATTORNEY**

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between the City of Sherman, Texas ("Issuer") and Specialized Public Finance, Inc. ("SPFI") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of SPFI to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereafter referred to collectively as "Debt") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, SPFI is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and SPFI, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of the Issuer, SPFI agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to SPFI the compensation as provided in Section VI hereof.

1. Financial Planning. Provide financial planning services related to Debt plans and programs.
2. Debt Elements. Provide recommendations regarding Debt under consideration, including such elements as timing, structure, security provisions, and such other provisions as may be appropriate.
3. Method of Sale. Make a recommendation as to an appropriate method of sale, including but not limited to competitive sale, negotiated sale or private/limited offering.
4. Price Fairness. Advise the Issuer as to the fairness of the price offered by the underwriters.

-
5. Offering Documents. Participate in and direct, as appropriate, the preparation of the offering documents and/or assist bond counsel with same.
 6. Auditors. Coordinate verification by an independent auditor of any calculations incident to the Debt, as required.
 7. Printing. Coordinate all work incident to printing of the offering documents and other documents required by Issuer.
 8. Closing. Provide the Issuer a post sale/closing booklet or update for the Debt and other outstanding debt, as needed.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, SPFI agrees to make available to the Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and SPFI regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II may require further agreement as to the compensation to be received by SPFI for such services:

1. Call Defeasance and Refunding. Evaluate and advise on exercising any call defeasance and/or refunding of any outstanding Debt.
2. Capital Program Modeling. Evaluate and advise on the development of any capital improvements programs.

SECTION III CONTINUING DISCLOSURE

It is understood and agreed that the Issuer, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the "annual reports") and reporting of certain specified material events (the "material events") pursuant written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). SPFI shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

-
1. This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.
 2. SPFI agrees to perform annual reporting and material event notification duties required by the undertakings of Issuer and the Rule.
 3. The fees of SPFI for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed \$1,000 per similarly-secured type of Debt). The fees of SPFI for providing material event notification services shall be negotiated separately at the time such notifications may be required.

SECTION IV TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section V of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. Unless SPFI or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will automatically renew on the third anniversary of the date hereof for an additional one (1) year period and thereafter will automatically renew on each anniversary date for successive one (1) year periods under the same terms as the initial 3 year period.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer or SPFI upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due SPFI for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION VI COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to SPFI for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and SPFI, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which SPFI is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt to the purchaser.

**SECTION VII
MISCELLANEOUS**

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Proper venue for any legal action arising out of this Agreement shall be Grayson County, Texas.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and SPFI, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

SPECIALIZED PUBLIC FINANCE, INC.

By: _____
Managing Director

By: _____
Managing Director

CITY OF SHERMAN, TEXAS

By: _____

Title: _____

Date: _____

ATTEST:

Linda Ashby, City Clerk

APPENDIX A

Fee Schedule:

First \$ 500,000	\$10.00 per \$1,000
(Minimum Fee - \$5,000)	
Next \$ 500,000	\$ 7.50 per \$1,000
Next \$ 4,000,000	\$ 5.00 per \$1,000
Next \$ 5,000,000	\$ 3.50 per \$1,000
Next \$10,000,000	\$ 1.95 per \$1,000
Next \$10,000,000	\$ 1.35 per \$1,000
Next \$20,000,000	\$ 1.30 per \$1,000
Next \$50,000,000	\$ 1.25 per \$1,000

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal or state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specified direction of the Issuer.

The payment of charges for financial advisory services in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between SPFI and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable:

Bond counsel
Bond ratings
Computer structuring
Continuing Disclosure, as per Section III
Credit enhancement
Verification agent
Official statement preparation
Official statement printing
Paying agent/registrar/trustee
Travel related expenses related to ratings or credit enhancement, with prior approval
Underwriter and underwriters' counsel
Delivery, copy, conference call charges and other miscellaneous charges

The payment of reimbursable expenses that SPFI has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by SPFI.

Firm Overview and Qualifications



City of Sherman, Texas



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

November 25, 2008



About Specialized Public Finance Inc.

- Specialized Public Finance Inc. ("SPFI") was formed on November 6, 2008 in response to the unprecedented events in the global credit markets.
- SPFI's founding partners recognized an increased need in the municipal market for an independent firm dedicated exclusively to providing financial advisory services to select governmental entities.
- The firm's advisors have a combined 98 years of public finance experience.
- SPFI's Austin office would rank as the *4th most active financial advisory firm in Texas* based upon the transactions closed by the firm's partners for the twelve months ended June 30, 2008 (source: Securities Data Corporation).
- SPFI is dedicated to the principle of conservative, client-appropriate advice.
 - No product-driven solutions
 - Not engaged in derivative transactions
- SPFI's quantitative team employs the most up to date market resources in bond structuring, cash flow modeling and scenario analyses.





Our Focus

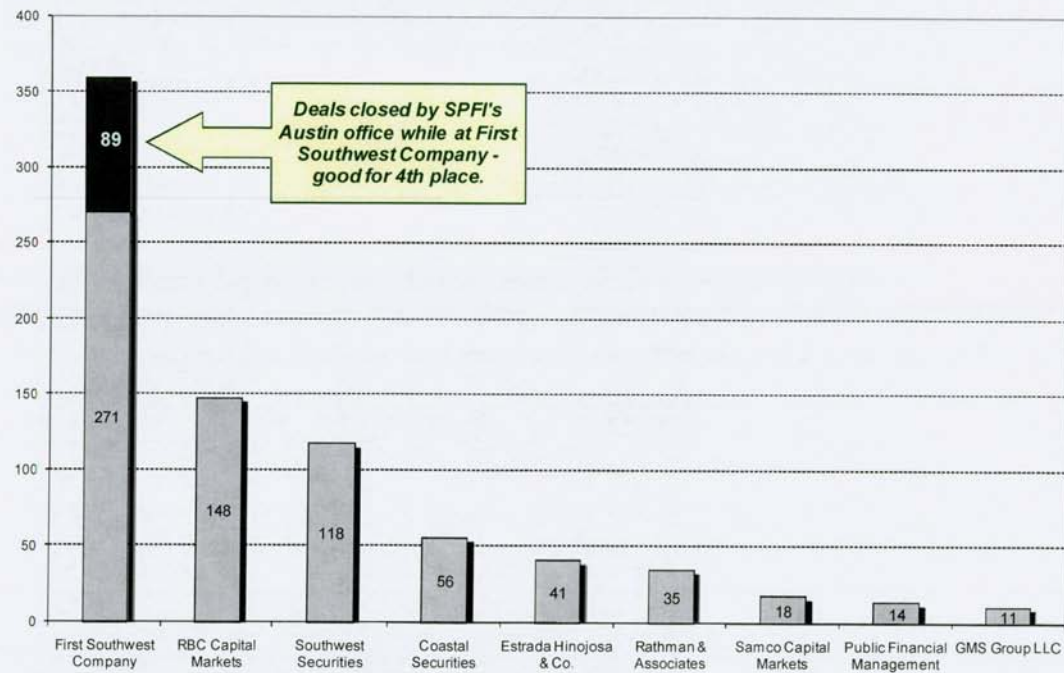
- As trusted financial advisors, we have a fiduciary responsibility to focus on the goals and needs of our clients.
- We will guide clients through all phases of the debt issuance process by applying our financial and technical expertise, market knowledge and personalized service.
- SPFI's partners have successfully structured financings utilizing various tax and/or revenue streams and understand the market requirements of each source.
- Our comprehensive services include advising on tax and/or revenue supported new money issuance, capital planning, debt refundings/restructurings and project finance transactions for:
 - Cities
 - Counties
 - School districts
 - Higher education institutions
 - Transportation authorities
 - Utility authorities
 - Special districts (MUDs, WCIDs, PIDs, etc.)





SPFI's Austin office would have ranked as the 4th most active FA firm in Texas for the twelve months ended June 30, 2008

Texas Financial Advisory Rankings (July 1, 2007 - June 30, 2008)
Number of Deals



Source: Securities Data Corporation





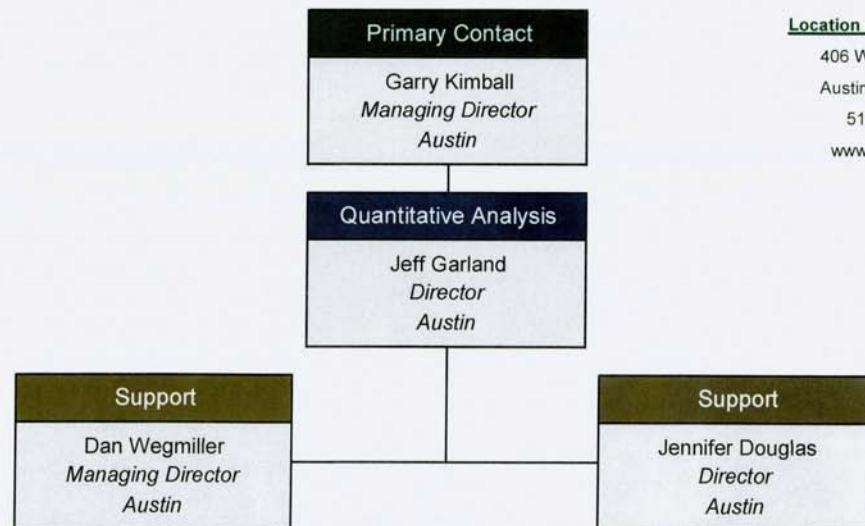
Unparalleled Experience with Sherman

- Garry Kimball has served as the City's lead financial advisor on the following transactions:
 - \$5,000,000 Tax & Waterworks & Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2008
 - \$2,840,000 Combination Tax & Tax Increment Revenue Certificates of Obligation, Series 2004
 - \$1,700,000 Combination Tax & Hotel Occupancy Tax Revenue Certificates of Obligation, Series 2000
- Jeff Garland has served as the senior quantitative advisor on each of these financings.
- The Series 2004 TIRZ transaction was the *first of its kind in Texas* – utilizing a developer letter of credit back-stop to insure the timely build-out of the proposed project.
- The SPFI team has successfully met interest rate budget and schedule constraints on each of the above transactions.
- Finally, the SPFI team is positioned to begin immediately working to assist in the re-examination of the City's bond ratings in advance of a possible 2009 financing.





Professionals Assigned to the City



Location of Advisory Team

406 West 13th Street
Austin, Texas 78701
512.275.7300
www.spubfin.com





Our Advisory Team

Garry R. Kimball
Managing Director

Specialized Public Finance Inc.
406 West 13th Street
Austin, Texas 78701

512.275.7301 Office
512.820.6083 Mobile
512.275.7305 Fax

garry@spubfin.com

www.spubfin.com

Mr. Kimball has served as a financial advisor since 1993. He has represented city, county, school, special district and utility authority clients on a vast array of public infrastructure projects involving both tax-exempt and taxable bond issuance. Mr. Kimball also has experience with public/private project finance, tender option bond repurchase and multi-party conduit financing for regional projects. Mr. Kimball has served as lead banker on over 400 separate bond transactions with a total principal value in excess of \$4 billion.

Prior to joining the founding partners of Specialized Public Finance Inc., Mr. Kimball was a Senior Vice President with First Southwest Company. During his 15 years with this firm, he was a regulatory supervisor for the Austin office, a member of the firm's Operating Committee and a member of the firm's Special District Underwriting Committee. In 2008, Mr. Kimball was appointed to the Board of Directors of the Municipal Advisory Council of Texas. Mr. Kimball also worked for Dresdner Bank AG in New York and Chicago and the Royal Bank of Canada in Chicago and Dallas between 1988 and early 1993.

Mr. Kimball graduated with high honors from the University of Texas at Austin with a Bachelor of Arts degree in Government. He also received his Master of Business Administration degree with a concentration in Finance from the University of Texas at Austin. Mr. Kimball has held the following securities licenses: General Securities Representative (Series 7), Municipal Securities Principal (Series 53) and Uniform Securities Agent (Series 63).





Our Advisory Team

Jeffrey D. Garland
Director

Specialized Public Finance Inc.
406 West 13th Street
Austin, Texas 78701

512.275.7303 Office
512.820.6087 Mobile
512.275.7305 Fax

jeff@spubfin.com

www.spubfin.com

Mr. Garland is the senior quantitative professional at Specialized Public Finance Inc. In this role, he is responsible for developing comprehensive financial models to analyze, structure and price transactions for the firm's clients. Mr. Garland has extensive experience modeling multiyear capital improvement programs, preparing refunding/restructuring analyses and analyzing debt capacity for financings secured by almost every type of revenue stream. His clients include cities, counties, school districts, special districts and toll road authorities. Since joining the public finance industry in 1996, Mr. Garland has structured over 700 transactions with a total par amount in excess of \$13.3 billion.

Prior to joining Specialized Public Finance Inc., Mr. Garland was a Vice President with First Southwest Company in Austin and Dallas, Texas. Mr. Garland spent twelve years with First Southwest Company where he served as the firm's senior quantitative banker on financial advisory and underwriting engagements in Central and South Texas.

Mr. Garland graduated with Highest Honors from the University of Texas at Austin with a Bachelor of Business Administration degree in Finance. Mr. Garland has held the following securities licenses: General Securities Representative (Series 7) and Uniform Securities Agent (Series 63).





Our Advisory Team

Daniel E. Wegmiller
Managing Director

Specialized Public Finance Inc.
406 West 13th Street
Austin, Texas 78701

512.275.7302 Office
512.820.6086 Mobile
512.275.7305 Fax

dan@spubfin.com

www.spubfin.com

Mr. Wegmiller has served as a financial advisor since 1992. He has represented city, county, school district, special district and transportation clients. Mr. Wegmiller has experience with taxable and tax-exempt financings, including debt restructurings, short-term financings, utility systems, general obligations, project finance, economic development and transportation projects. Mr. Wegmiller has served as lead banker on more than 250 transactions and over \$3.9 billion in par amount of bonds, including the Central Texas Regional Mobility Authority transaction that was recognized by *The Bond Buyer* as the 2005 "Deal of the Year" in the Southwest Region for its innovative structure. He has also been involved in numerous legislative efforts to provide additional financing tools and options for municipalities.

Prior to joining the founding partners of Specialized Public Finance Inc., Mr. Wegmiller was a Senior Vice President with First Southwest Company in Austin, Texas for over 16 years. During this time, Mr. Wegmiller also served as the Regulatory Supervisor for the Austin office. He was a financial analyst for the Municipal Advisory Council of Texas prior to joining First Southwest Company. His duties at the Council included municipal bond credit analysis for all types of political subdivisions.

Mr. Wegmiller earned a Bachelor of Business Administration in Finance from the University of Texas at Austin. Mr. Wegmiller has held the following securities licenses: General Securities Representative (Series 7), Municipal Securities Principal (Series 53) and Uniform Securities Agent (Series 63).





Our Advisory Team

Jennifer Ritter Douglas Director

Specialized Public Finance Inc.
406 West 13th Street
Austin, Texas 78701

512.275.7304 Office
512.820.6088 Mobile
512.275.7305 Fax

jennifer@spubfin.com

www.spubfin.com

Ms. Douglas serves as financial advisor to local governments, along with health care and higher education issuers. She has nine years of experience in public finance, including seven years with First Southwest. She has worked with a variety of government entities on tax-backed projects, water/sewer revenue projects, economic development initiatives, and public/private partnerships, including Tax Increment Reinvestment Zones (TIRZ), 380/381 Economic Development Grants, and Public Improvement Districts (PIDs.) She also assists governments in planning for bond elections.

Prior to her work with First Southwest, she was a Policy Analyst for Debt and Financial Planning for the Government Finance Officers Association ("GFOA") in Chicago, Illinois. At GFOA, Ms. Douglas conducted debt trainings for government officials and authored "Conducting a Debt Affordability Study" and "An Elected Official's Guide to Rating Agency Presentations." She served as a liaison for the association with other municipal bond industry groups and regulatory authorities. Ms. Douglas also worked at the White House from 1995-1996.

She earned a Master of Public Affairs from Lyndon B. Johnson School of Public Affairs at the University of Texas at Austin and a Bachelor of Arts in English from Southern Methodist University.





Our Advisory Team

Steven A. Adams, CFA
Managing Director

Specialized Public Finance Inc.
406 West 13th Street
Austin, Texas 78701

P.O. Box 12672
Dallas, Texas 75225-1672

512.275.7300 Office
214.608.2293 Mobile
512.275.7305 Fax

steven@spubfin.com

www.spubfin.com

Mr. Adams has worked as a financial advisor since 1989. He has assisted numerous clients finance infrastructure projects for electric utilities, water and wastewater utilities, transportation and education. He has put together some of the most complex revenue based structures with innovative revenue sources. He was the financial advisor on the Camino Real Regional Mobility Authority's Pass Through Toll Revenue Bonds issue, which is a current *Bond Buyer* Deal-of-the-Year finalist

Prior to joining and helping create Specialized Public Finance Inc., Mr. Adams was a Senior Vice President with First Southwest Company for 19 years. Before joining First Southwest Company, Mr. Adams worked for the Texas Water Development Board and the City of Austin, Texas.

Mr. Adams has a Bachelor of Arts degree in Economics from the University of Texas at Austin and a Master of Business Administration degree from Texas A&M University. Mr. Adams has held the following securities licenses: General Securities Representative (Series 7), Municipal Securities Principal (Series 53) and Uniform Securities Agent (Series 63). He is also a Chartered Financial Analyst.





Our Advisory Team

Vince Viaille
Managing Director

Specialized Public Finance Inc.
1001 Main Street, Suite 703
Lubbock, Texas 79401

806.749.7734 Office
806.773.4546 Mobile
806.749.7733 Fax

vince@spubfin.com

www.spubfin.com

Mr. Viaille has served as a financial advisor in the public finance arena since 1985. During his 23 years of experience, he has been involved in over 900 financings. Mr. Viaille has represented several State of Texas agencies as their financial advisor, including the Texas Water Development Board, the Texas Higher Education Coordinating Board, and the Texas National Guard Armory Board. Currently, Mr. Viaille devotes his expertise to governmental entities located in West Texas.

Mr. Viaille earned a Bachelor of Business Administration degree from West Texas A&M University.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5296**

Authorizing the Purchase of a Loader Backhoe through the Houston-Galveston Area Council of Governments (H-GAC) for the Distribution Services Department

Issue

The purchase of a replacement loader backhoe for use within the Distribution Services Department

Background

The Distribution Services Department has scheduled the replacement of one loader backhoe due to years of service, high mileage, and increasing maintenance cost. The specialized equipment was authorized for purchase in the current budget. The Houston-Galveston Area Council of Governments (H-GAC) conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Department of Utility Distribution and Collection Services

Financial Consideration

The backhoe is available through the H-GAC in the amount of \$86,159.00. Available funds to purchase this backhoe equipment have been appropriated in the fiscal year 2008-2009 Utility Maintenance budget.

Staff Recommendation

It is recommended that the staff be authorized to acquire the backhoe through the H-GAC.

Alternatives

None recommended

Attachments

Resolution No. 5296

H-GAC Quotation

CASE Quotation

H-GAC Interlocal Agreement

Prepared by:

Mark Gibson, Director of Utilities & Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A LOADER BACKHOE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE DISTRIBUTION SERVICES DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager is hereby authorized and directed to purchase one loader backhoe for the purchase price of Eighty-Six Thousand One Hundred Fifty-Nine Dollars and No Cents (\$86,159.00) through the Houston-Galveston Area Council of Governments (H-GAC) in accordance with the terms and conditions of the Interlocal Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

HGACBuy		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	Date Prepared:	5/21/2008
<i>This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>						
Buying Agency:	CITY OF SHERMAN			Contractor:	Equipment Support Services	
Contact Person:	TEDDY SIMPSON			Prepared By:	LARRY FANCHER	
Phone:				Phone:	903-893-7586	
Fax:	903-892-7362			Fax:	903-892-0871	
Email:				Email:	lfancher@esscorp.net	
Product Code:	F006	Description:	CASE 580 SUPER M LOADER BACKHOE			
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:						\$57,742.00
B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)						
Description	Cost	Description	Cost			
FOUR WHEEL DRIVE	\$7,638.00	24" BUCKET	\$788.00			
ROPS CAB w/ HEAVY AND A.C. (SINGLE DOOR)	\$5,498.00					
SUSPENSION SEAT	\$327.00					
FLIP PADS	\$324.00					
LOADER QUICK COUPLER	\$2,940.00					
PILOT OPERATED CONTROLS	\$1,425.00					
AUXILIARY HYDRAULICS	\$827.00					
LOADER AUXILIARY HYDRAULICS	\$827.00					
BACKHOE BUCKET QUICK COUPLER	\$1,748.00					
			Subtotal From Additional Sheet(s):			
			Subtotal B:	\$23,467.00		
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)						
Description	Cost	Description	Cost			
SERVICE MANUAL	\$500.00					
FRONT SPARE	\$350.00					
REAR SPARE	\$800.00					
48" PALLET FORKS	\$3,300.00					
			Subtotal From Additional Sheet(s):			
			Subtotal C:	\$4,950.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		6%
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)						
Quantity Ordered:	1	X Subtotal of A + B + C:	\$86,159.00	=	Subtotal D:	\$86,159.00
E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.						
Description	Cost	Description	Cost			
			Subtotal E:	\$0.00		
Delivery Date:		30 - 90 Days		F. Total Purchase Price (D+E):		\$86,159.00



City of Sherman
Purchasing Agent
Sherman, TX

Quotation

Permian Tractor Sales Inc.
(Ship 210 E 57th St Zip: 79762)
PO BOX 12535
Odessa, TX 79768
432-367-8628

Prepared By: JOHN KELLY

Date: Thursday, November 13, 2008

Valid Until: Monday, January 12, 2009

Proposal: 580SM-3

Equipment:

Qty	Manufacturer	Description	Price	Ext. Price
1	Case	580 SUPER M SERIES 3 4 Wheel Drive: Loader/Backhoe Equipped With Options: - FRONT TIRES - 4 Wheel Drive: 12x16.5, 8PR lug tread - REAR TIRES - 19.5Lx24, 10PR (R4) - ROLLOVER PROTECTIVE STRUCTURES (ROPS) - Cab, ROPS: With heater and air conditioning, left hand door - OPERATORS SEATS - Suspension (cloth) with arm rests - STABILIZER PADS - Combination stabilizer pads, flip-over - LOADER BUCKETS - 82" HD Quick Attach with Edge - Couplers: Hydraulic quick attach W/ Aux Hydraulics - ADDITIONAL EQUIPMENT - Backhoe Accessories: Bi-directional Auxiliary Hydraulics for backhoe units with Pilot Controls - Backhoe Accessories: Couplers: Coupler, hydraulic pinned and released from operators seat - Backhoe Accessories: Universal Buckets: 24" heavy duty (7.70 cu. ft./22 cu.m heaped capacity) - Counterweights: 440# Front for standard backhoe - Backhoe Controls - Pilot: Pilot Controls with Auto-Up stabilizer control. Includes backhoe/excavator pattern change switch. -Extra Front Tire -Extra Rear Tire -Service Manual	\$97,742.00	\$97,742.00

Total Equipment: \$97,742.00

Quotation Summary:

Sale Price: \$97,742.00
Sales Tax: \$0.00
Sales Price + Tax: \$97,742.00

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1991 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government
BY [Signature]
TAYLOR M. BUIE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/15/91
Jack Steele
Executive Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5297**

**Authorizing the Purchase of a 40-Yard Heil Commercial Front Loader Body
through the Texas Local Government Purchasing Cooperative (BuyBoard)
for the Solid Waste Services Department**

Issue

To consider the purchase of a 40 cubic yard commercial front load body to be installed on a new truck chassis (separate item on the December 1, 2008 Council meeting agenda).

Background

Solid Waste Service continues to see growth in the city's commercial front load waste collection operation. In order to continue the excellent level of service that the City has provided over the past years, adding an additional front load truck to the fleet is recommended. The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Public Works Department

Financial Consideration

The unit will be purchased at a cost of \$92,729.60. Funds for the purchase were appropriated in the fiscal year 2008-2009 vehicle replacement budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the 40-yard Heil front load body through the BuyBoard.

Alternatives

None recommended

Attachments

Resolution No. 5297

BuyBoard Quote

Texas Local Government Purchasing Cooperative Interlocal Participation Agreement

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 40-YARD HEIL COMMERCIAL FRONT LOADER BODY THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE SOLID WASTE SERVICES DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Heil of Texas, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new 40-yard Heil commercial front loader body at the total purchase price of Ninety Two Thousand Seven Hundred Twenty-Nine Dollars and Sixty Cents (\$92,729.60), in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:

BY: _____
INTERIM CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

11/05/2008

Customer: CITY OF SHERMAN, TEXAS
 Product Description: HEIL HHP-40yd.FULL EJECT FRONT LOAD BODY

A: Base Price in Bid/Proposal Number 280-07 Series 36 => \$ 73,424.60

B: Published Options (Itemize each item below)

DUAL HOPPER/ WORK LIGHTS	\$ 380.00	ADDTL. 6 MOS WARRANTY	\$ 1,125.00
LED BODY LIGHT PACKAGE	\$ 965.00	SINGLE STROBE LIGHT	\$ 550.00
MUDFLAPS AHEAD OF WHEELS	\$ 180.00	FRONT MOUNT VANE PUMP	\$ 3,065.00
SMART LIGHTS ON TAILGATE	\$ 716.00	AWT-3RD EYE CAMERA SYSTEM	\$ 1,295.00
3" BODY DRAIN VALVE	\$ 325.00	20 lb. FIRE EXTINGUISHER	\$ 405.00
	\$		\$ -
	\$ -		\$ -
	\$ -		\$ -

Subtotal Column 1: \$ 2,566.00

Subtotal Column 2: \$ 6,440.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 9,006.00

C: Subtotal of A + B => \$ 82,430.60

D: Unpublished Options (Itemize each item below, Not to exceed $\pm 25\%$ of C; Unpublished = 0.12 %

FUEL SURCHARGE:	\$ 350.00	2008 PRICE ADJUSTMENT: STEEL	\$ 9,549.00
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Subtotal Column 1: \$ 350.00

Subtotal Column 2: \$ 9,549.00

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 9,899.00

E: Contract Price Adjustment (If any, explain here) \$ -

F: Total of C + D $\pm$ E (Not including Buyboard Fee) => \$ 92,329.60

G: Quantity Ordered (Units x F) => # of Units 1 \$ 92,329.60

H: BUYBOARD FEE \$ 400.00

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

	\$ -
	\$ -

Subtotal of Non-Equipment Charges \$ -

J: TOTAL PURCHASE PRICE INCLUDING (G + H + I) => \$ 92,729.60

300 S. Loop 12
 Irving, TX 75060
 www.heiloftexas.com

Tom Hafer
 Heil of Texas
 972-438-6488

11/05/2008

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED JUL 15 2002

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

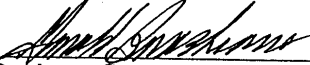
- 1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
- 2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
- 3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
- 4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

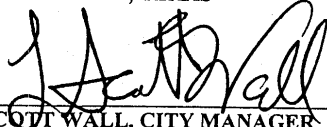
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5298**

**Authorizing the Purchase of a 2010 Mack Commercial Front Load Truck Chassis
through the Houston-Galveston Area Council of Governments (H-GAC)
for the Solid Waste Services Department**

Issue

To consider approval of a resolution and the purchase of a new 2010 Mack Front Load Truck Chassis through the Houston-Galveston Area Council of Governments (H-GAC) (purchase of the packer body is a separate item on the December 1, 2008 Council meeting agenda)

Background

Solid Waste Service continues to experience growth in the City's commercial front load waste collection operation. In order to continue the excellent level of service that the City has provided over the past years, adding an additional front load truck to the fleet is recommended. The H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Public Works Department

Financial Consideration

The unit will be purchased at a cost of \$115,150.00, plus H-GAC's cooperative fee of \$600.00, for a total expense of \$115,750.00. Funds for the purchase and fee were appropriated in the fiscal year 2008-2009 vehicle replacement budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the new 2010 Mack truck chassis through H-GAC.

Alternatives

None recommended

Attachments

Resolution No. 5298

H-GAC Pricing Worksheet

H-GAC Interlocal Agreement

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2010 MACK COMMERCIAL FRONT LOAD TRUCK CHASSIS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SOLID WASTE SERVICES DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase, through the Houston-Galveston Area Council of Governments (H-GAC), a new 2010 Mack truck chassis at the total purchase price of One Hundred Fifteen Thousand Seven Hundred Fifty Dollars and No Cents (\$115,750.00), in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1991 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government
BY [Signature]
TAYLOR M. BUE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/15/91
Jack Steele
Executive Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.1

REQUEST TO ADVERTISE **Brockett Street Improvement Project**

Issue

Requesting permission to advertise and seek bids to rebuild and make improvements to Brockett Street, from Travis Street to Grand Avenue

Background

The City Council has approved the preparation of design plans to make improvements to Brockett Street, from Travis Street to Grand Avenue, as a part of the City's Thoroughfare Improvement Program. Improvement will include widening the street to a consistent 37', construction of new curb and gutter, moving the utilities back to the edge of the right-of-way, installing new decorative lighting, sidewalk(s), and a new asphalt street surface. Within the next two to three weeks, the consultant will have the final design plans prepared; and the project will be ready to bid.

Origination

The Department of Public Works

Financial Consideration

Funds for the design and construction of this section of Brockett Street are available in the current year's Capital Improvement Program budget.

Staff Recommendation

Grant approval for staff to advertise and seek bids for the rebuilding/construction of this section of Brockett Street.

Alternatives

Those as may be recommended by the City Council

Attachments

None

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.2

REQUEST TO ADVERTISE

City Right-of-Way and Property Mowing

Issue

Requesting permission to advertise to contract for the annual mowing of city boulevards, islands, street right-of-ways, and other city properties

Background

Staff recently completed a city-wide survey of all right-of-ways and city properties that need periodic mowing/trimming and developed a comprehensive list of their locations and the type of work necessary to maintain them. The staff is prepared to seek proposals from local vendors for providing this service on a large scale, which is expected to reduce the overall cost of the program through increased economies of scale.

Origination

The Department of Public Works

Financial Consideration

Fiscal year 2008-2009 funds for mowing right-of-ways and city properties are in various cost center budgets. Cost of advertising is expected to be less than \$200.00.

Staff Recommendation

Approve advertising for street right-of-way and city property mowing

Alternatives

As may be directed by the City Council

Attachments

None

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.3

*** REQUEST TO ADVERTISE**
Purchase of Three Police Patrol Vehicles

Issue

Request to advertise for the purchase of three police patrol vehicles

Background

The Police Department rotates the older patrol vehicles out of the patrol fleet each year to insure reliable and safe transportation for our first responders and the citizens they transport. This year, we have budgeted to purchase three new replacement vehicles, consisting of three Ford Crown Victoria Police Interceptors. Once replaced with the new police patrol vehicles, the three designated older units would be rotated out of the patrol fleet.

Origination

Police Department

Financial Consideration

Funding is available in the current year for these purchases, including the approximate \$200.00 to advertise and mail bids.

Staff Recommendation

It is requested that the staff be authorized to advertise for the purchase of three police patrol vehicles.

Alternatives

Defer the needed replacement of police vehicles, although this alternative is not recommended.

Attachments

None

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.4

*** REQUEST TO ADVERTISE**
Relief Sewer K-4 Phase Two

Issue

Permission to advertise for bids for the construction of Relief Sewer K-4 Phase Two

Background

The existing sewer main is deteriorated and becoming overloaded as more development occurs in northwest Sherman. Relief Sewer K-4 will replace an existing sewer along Post Oak Creek, between Taylor Street and Lamberth Road. Plans and specifications are being finalized.

Origination

Department of Utilities Administration

Financial Consideration

The project is funded at \$900,000.00 in this year's Capital Improvement Program through bonds previously issued by the Greater Texoma Utility Authority on behalf of the City of Sherman. Advertising for this project is expected to be less than \$200.00.

Staff Recommendation

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

Alternatives

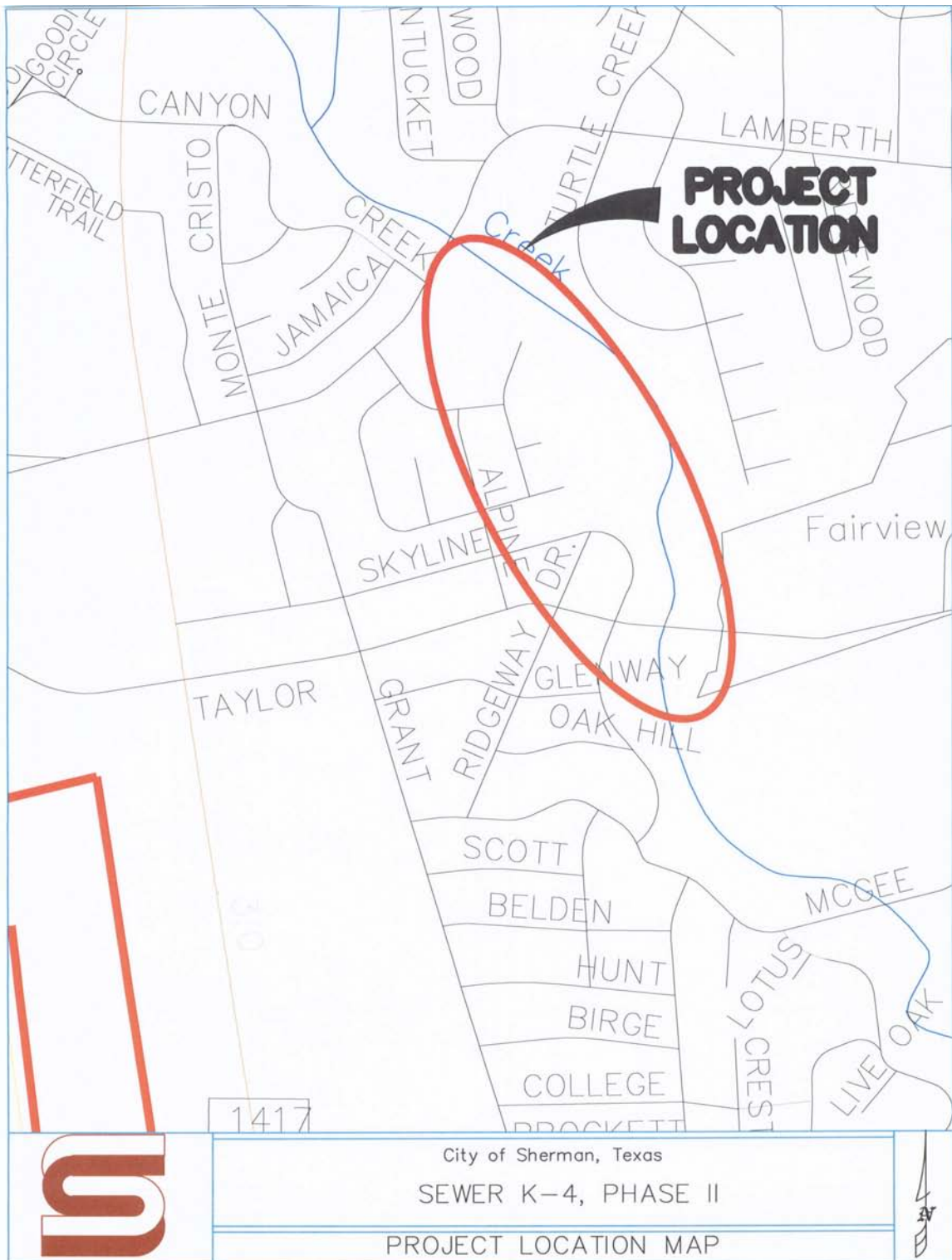
As may be directed by the City Council

Attachments

Location map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.5

OTHER BUSINESS

**Consider Scheduling a Joint Meeting with the Planning and Zoning Commission
for 12:00 noon on Monday, January 26, 2009**

Issue

To consider scheduling a joint meeting of the City Council and the Planning and Zoning Commission

Background

The City Council approved a project, as part of the fiscal year (FY) 2007-2008 budget, to update the City's Comprehensive Master Plan. Kendig Keast Collaborative was retained at the City Council's January 22, 2008 meeting to prepare the Comprehensive Master Plan Update. At the City Council's November 17th meeting, Gary Mitchell of Kendig Keast briefed the City Council on the current status of the project. As one of the final steps in the Comprehensive Master Plan Update process, the City Council and the Planning and Zoning Commission are asked to hold a workshop during January 2009 on the overall draft Comprehensive Master Plan and the plan's implementation priorities.

Origination

Gary Mitchell of Kendig Keast Collaborative

Action Requested

The staff suggests holding the joint meeting at 12:00 noon on Monday, January 26, 2009 in the City Council Chambers.

Alternatives

The City Council could set the meeting for 12:00 noon on Wednesday, January 28th in the City Council Chambers or for another date, time or location more convenient.

Attachments

None

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

Approval of the 2008 Ad Valorem Tax Roll Value and Tax Levy

Issue

To consider approval of the Ad Valorem Tax Roll Value and Tax Levy for fiscal year 2008-2009

Background

In accordance with Texas Property Tax Code Section 26.09(e), the Council must approve the final tax roll value and related tax levy. The 2008 tax year represents taxes that will be collected during the City's 2008-2009 fiscal year. The Grayson County Tax Assessor's office has provided the taxable value as \$2,070,800,426.00, which equates to a levy of \$6,608,956.06, based on the City's tax rate of \$.32000/\$100.00 valuation.

Origination

Finance

Financial Consideration

There is no financial consideration to approving this tax levy.

Staff Recommendation

It is recommended that the Council approve the 2008 Tax Roll Value and 2008 Tax Levy at the amounts reflected above.

Alternatives

As this process is required by the Texas Property Tax Code, there are no alternatives.

Attachments

Letter of Value/Levy from Grayson County Tax Assessor/Collector

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



OFFICE OF

JOHN W. RAMSEY

ASSESSOR AND COLLECTOR OF TAXES

GRAYSON COUNTY
www.co.grayson.tx.us

COURTHOUSE
100 W. HOUSTON • SUITE 11
P.O. BOX 2107
SHERMAN, TEXAS 75091-2107
November 19, 2008

(903) 892-TAXS (8297)
(903) 893-VOTE (8683)
(903) 813-4225 (AUTO)
Fax: (903) 893-4973
e-mail: ramseyj@co.grayson.tx.us

VALUE/LEVY

Mr. Robbie Hefton
Director of Finance
City of Sherman
400 N. Rusk Street
Sherman, Texas 75090

Dear Mr. Hefton:

Re: Section 26.09(e) SPTC

Please have your district approve your 2008 Tax Roll Values and return to me as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2008 Tax Roll Value	\$ 2,070,800.426
2008 Tax Levy	\$ 6,608,956.06
2008 Special Assessment Levy	\$ 9,606.86

If you have any questions, please contact me.

Very truly yours,

John Ramsey
Assessor and Collector of Taxes

JR:kb

City Secretary

City Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment and
Removal of Members to Boards and
Commissions:**
 - (i) Greater Texoma Utility Authority Board
of Directors (1)**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-1-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2008 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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APRIL

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OCTOBER

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MAY

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NOVEMBER

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JUNE

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DECEMBER

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01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - 12:00 Noon Called Meeting with Chamber Board
05/10/08 - City Council Election
05/13/08 - 12:00 Noon Called Meeting to Canvass Election Results
05/22/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
05/29/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
06/10/08 - 12:00 Noon Budget Planning Meeting in Council Chambers
07/17-18/08 - Budget Workshop in Council Chambers (adjourned on 07/17/08)

09/01/08 - Labor Day - Called Council Meeting on 09/02/08
09/18/08 - 12:00 Noon Joint Meeting with SEDCO Board
11/20/08 - 12:00 Noon Called Meeting for 2nd Reading, PH and
Adoption of Enterprise Texas Pipeline Franchise Ordinance

2009
CITY COUNCIL MEETINGS

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FEBRUARY

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MARCH

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AUGUST

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OCTOBER

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NOVEMBER

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01/19/09 - M.L.K., Jr. Birthday
 01/26/09 - Proposed Joint Meeting w/P&Z Commission re: Comprehensive Plan
 02/16/09 - Washington's Birthday - Proposed Called Meeting on 02/17/09
 09/07/09 - Labor Day - Called Council Meeting on 09/08/09