

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 17, 2008
5:00 P.M.**

- A.1** [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2** [PLEDGE OF ALLEGIANCE](#)
- A.3** [INVOCATION BY MAYOR BILL MAGERS](#)
- A.4** [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 3, 2008](#)

Public Hearing

- B.1** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5574](#)
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 Melchiors, Representative)
- B.2** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5575](#)
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 Melchiors (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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000
- B.3** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5576](#)
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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000
- B.4** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5577](#)
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

B.5 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5578](#)

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

B.6 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5579](#)

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

Close Public Hearing and Consider Adoption of Ordinances

B.7 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- | | |
|-------------|-------------|
| a) 5574 | d) 5577 |
| b) 5575 | e) 5578 |
| c) 5576 | f) 5579 |

B.8 [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. 5288](#)

Awarding a Bid to and Authorizing Execution of a Contract with Piazza Construction for Construction of the Center Street Field Renovation Project

C.2 [RESOLUTION NO. 5289](#)

Authorizing Execution of an Engineering Services Agreement with CP&Y, Inc. for the Design of the Canyon Creek Drive Extension

C.3 [* 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

Payment Approval

D.1 [* PAYMENT APPROVAL](#)

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2008-2009: \$67,140.00

Request to Advertise

D.2 [* REQUEST TO ADVERTISE](#)

Annual Supply of Chemicals

Other Business

D.3 [OTHER BUSINESS](#)

Receive Presentation from Kendig Keast Collaborative on the Update of the City of Sherman's Comprehensive Master Plan

D.4 [* OTHER BUSINESS](#)

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 5, 2008

D.5 [OTHER BUSINESS](#)

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 Melchior, Representative)

D.6 [* OTHER BUSINESS](#)

Final Plat Approval of Bailey Addition; Ben Dye, Owner; Sartin & Associates, Surveyor (2511 North Travis Street)

D.7 [* OTHER BUSINESS](#)

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)

D.8 [CITIZEN REQUESTS](#)

D.9 [MEDIA QUESTIONS](#)

D.10 [COUNCIL COMMENTS](#)

D.11 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

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: 11-17-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 3, 2008

STATE OF TEXAS §
 November 3, 2008
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 3, 2008.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR CARY WACKER.
 COUNCIL MEMBERS ADAMI, HOWETH, SMITH, SOFTLY,
 STEELE.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 20, 2008. Deputy Mayor Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5571 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTIONS OF RIVERCREST AND IDLEWOOD, NORTH HAVEN AND CYPRESS GROVE, NORTH HAVEN AND IDLEWOOD, LIBERTY HILL AND TRAVIS STREET, AND NORTH CREEK AND TRAVIS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5571
STOP SIGNS

No citizens appeared before the City Council to discuss Ordinance 5571.

Mayor Magers introduced Ordinance 5572 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5484; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

ORD 5572
POLICE & FIRE
PAY SCHEDULES

No citizens appeared before the City Council to discuss Ordinance 5572.

Mayor Magers introduced Ordinance 5573 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, "GENERAL PROVISIONS," AT ARTICLE 1.02, "ADMINISTRATION", TO ADD SECTION 1.02.003 TO ESTABLISH AN IDENTITY THEFT PREVENTION PROGRAM; PROVIDING FOR DEFINITIONS, POLICIES AND PROCEDURES FOR IMPLEMENTATION OF THE IDENTITY THEFT PREVENTION PROGRAM; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5573
IDENTITY THEFT
PREVENTION
PROGRAM

Mary Lawrence, Controller, explained that the Fair and Accurate Credit Transactions Act of 2003 requires entities that extend credit to develop a program to identify warning signs and suspicious activity indicating possible identity theft.

These "Red Flag Rules" were specifically applied to municipalities who provide utility services. The program must be approved by the City Council and overseen by senior management. The City's third party providers, such as ambulance billing, must also comply. Other than utilities, none of the City's other billings are subject to the Act.

Angela Gurley, Customer Service Manager, said to meet the requirements, the City established a committee from various departments and assessed the areas of risk. Then a program was designed to identify possible red flags and the steps that would be taken if identity theft is suspected.

The program adds to the measures already in place with the confidentiality act to make sure that customer accounts remain confidential.

Mayor Magers verified that the program is basically for when someone opens a new account or wants to change a mailing address or account name.

No citizens appeared before the City Council to discuss Ordinance 5573.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5571

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTIONS OF RIVERCREST AND IDLEWOOD, NORTH HAVEN AND CYPRESS GROVE, NORTH HAVEN AND IDLEWOOD, LIBERTY HILL AND TRAVIS STREET, AND NORTH CREEK AND TRAVIS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5571
STOP SIGNS

Ordinance 5572

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5484; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

**ORD 5572
POLICE & FIRE
PAY SCHEDULES**

Council Member Smith verified that the changes to the assignment pay schedules were those that were already discussed by the City Council. George Olson, City Manager, said the money is the same, it was just moved around to be more efficient.

Ordinance 5573

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, "GENERAL PROVISIONS," AT ARTICLE 1.02, "ADMINISTRATION", TO ADD SECTION 1.02.003 TO ESTABLISH AN IDENTITY THEFT PREVENTION PROGRAM; PROVIDING FOR DEFINITIONS, POLICIES AND PROCEDURES FOR IMPLEMENTATION OF THE IDENTITY THEFT PREVENTION PROGRAM; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5573
IDENTITY THEFT
PREVENTION
PROGRAM**

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance Nos. 5571, 5572, and 5573, as presented.

Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

TABLED AT MARCH 17, 2008 COUNCIL MEETING:

Ordinance 5523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, "UTILITIES", AT ARTICLE 13.07, "WATER, SEWERS AND SEWAGE DISPOSAL", BY AMENDING DIVISION 3, "SEWERS AND SEWAGE DISPOSAL", AND ADDING DIVISION 6, "FATS, OIL, GREASE AND SEDIMENT CONTROL"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE.

**ORD 5523
FATS, OILS,
& GREASE**

ACTION TAKEN.

Motion by Council Member Adami to remove Ordinance 5523 from table for discussion. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Mr. Olson explained that the ordinance was in response to a State mandate from the Texas Commission on Environmental Quality (TCEQ). It was originally presented to

the City Council in March 2008. The ordinance pertains to the sanitary sewer overflow initiative and controls the disposal of fats, oils, and grease into the sewer. The proposed ordinance would allow the City to meet the minimum requirements of the law. If the ordinance is not passed, the City would be subject to a penalty.

Mayor Magers said he originally felt there was a lot of ambiguity in the ordinance and that it needed to be “tightened up.” He felt the City Council would need to trust the City Manager and City staff to enforce the ordinance correctly, because there is latitude in the ordinance.

Council Member Steele wanted to be sure that the City would not be “looking” for citizens in violation of the ordinance. He verified that there would be grandfathering unless there is a violation, a change of ownership, or an upgrade.

Council Member Steele asked what constitutes a violation. Mark Gibson, Director of Utilities, said if a main is choked with grease and it can be traced to a nearby restaurant then action would need to be taken.

Council Member Adami suggested that the City issue a warning for the first violation that includes education as to what should be done with the grease. The second violation could include a fine. Mr. Olson said the ordinance includes an initial consultation, then a formal notice of violation, and a notice of violation.

Mr. Gibson said the staff would initially work with the violator to solve the problem before a grease trap is actually required. Mr. Olson verified that the new laws require a new restaurant to have a grease trap. The staff will not arbitrarily tell restaurants they need a grease trap, it will be referred back to a violation or a known problem. Currently the City does not have an enforcement mechanism in the ordinance.

Council Member Adami felt problems did need to be addressed, however he wanted to be sure the policy was to educate citizens first about the problems and then if they continue to violate the rules, the policy should be enforced.

Council Member Smith expressed concern about the cost of some of the upgrades, however he felt the staff must be trusted to “do what is right.” Council Member Steele confirmed that the City should concentrate on education with the restaurant owners and then they will be responsible for education of their employees.

Nathan Whiddon, Laboratory Supervisor, said the City staff will help educate restaurant owners about how to reduce their waste and the proper disposal of problem waste.

Council Member Howeth asked about liability and whether the City would be liable for a sewer back-up on property that

is caused by grease from a nearby restaurant. If a warning is given first, would the City be liable because they did not act on the violation.

Mr. Gibson said if a restaurant is confirmed to be responsible for the back-up they would be responsible for the cost of cleaning up. Peter Munson, Interim Attorney, said the City would have minimal liability in this situation. The City would bare the cost of cleaning up the grease once it gets into the sewer system. Generally the City doesn't have a lot of exposure because of their immunity.

Mayor Magers said the cost of adding a grease trap for new construction would increase the cost, but would be minimal. He was concerned about existing restaurants that would need to make the modifications. He said they would need to trust the staff to be proactive and work with businesses.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5523, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Deputy Mayor Wacker asked to remove Item C-2 entitled "Resolution No. 5285 – Authorizing Execution of a Development Agreement with Sherman Bible Church for the Construction of Public Facilities in the O'Hanlon Ranch Phase II, Block 3, Lot 10 within the City of Sherman" from the Consent Agenda for discussion in its regular order of business.

Council Member Adami moved to approve the Consent Agenda, with the exception of Item C-2 which will be discussed in its regular order of business. Second by Council Member Smith. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5284 – AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH ENTERPRISE TEXAS PIPELINE, LLC FOR A UTILITY EASEMENT AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH ENTERPRISE TEXAS PIPELINE, LLC FOR A UTILITY EASEMENT AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF SHERMAN.

Jim Andrews, Enterprise Pipeline Representative, was available to answer any questions the Council might have.

Council Member Steele verified that the pipeline is under construction. Mr. Andrews said they could not construct

CONSENT AGENDA

**RES 5284
LICENSE AGREEMENT
FOR ENTERPRISE
TEXAS PIPELINE**

under any streets until the franchise ordinance is passed and the easements can't be used until the resolution is passed and the money is paid to the City.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5284, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR 12:00 NOON ON THURSDAY, NOVEMBER 20, 2008, TO HOLD THE SECOND READING AND PUBLIC HEARING AND TO CONSIDER THE ADOPTION OF ORDINANCE NO. 5568 (ENTERPRISE TEXAS PIPELINE, LLC FRANCHISE)

SCHEDULE CALLED
COUNCIL MEETING

Mayor Magers said the Council was asked to call a Special Meeting to consider the second reading, public hearing, and adoption of Ordinance 5568 for the Enterprise Texas Pipeline franchise.

ACTION TAKEN.

Motion by Council Member Steele to schedule a Called Council Meeting on Thursday, November 20, 2008 at 12:00 noon, to consider the Second Reading, Public Hearing, and Adoption of Ordinance 5568. Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5285 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHERMAN BIBLE CHURCH FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE O'HANLON RANCH PHASE II, BLOCK 3, LOT 10 WITHIN THE CITY OF SHERMAN

RES 5285
DEVELOPMENT
AGREEMENT WITH
SHERMAN BIBLE
CHURCH

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHERMAN BIBLE CHURCH FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE O'HANLON RANCE PHASE II, BLOCK 3, LOT 10 WITHIN THE CITY OF SHERMAN.

Deputy Mayor Wacker asked to remove Item C-2 from the Consent Agenda for consideration in its regular order of business.

ACTION TAKEN.

Motion by Council Member Adami to authorize execution of a Development Agreement with Sherman Bible Church for the construction of public facilities in the O'Hanlon Ranch Phase II, Block 3, Lot 10. Second by Council Member Howeth.

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

RESOLUTION NO. 5286 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH TIN STAR HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COUNTRY RIDGE SUBDIVISION, SECTION 4 WITHIN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH TIN STAR HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COUNTRY RIDGE SUBDIVISION, SECTION 4 WITHIN THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 5286
DEVELOPMENT
AGREEMENT WITH
TIN STAR HOMES

RESOLUTION NO. 5287 – AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR EMERGENCY REPAIRS TO LUELLA 3 TRINITY WATER WELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELLS, INC. FOR EMERGENCY REPAIRS TO LUELLA 3 TRINITY WATER WELL.

CONSENT AGENDA.

RES 5287
WATER WELL
REPAIRS

REQUEST TO ADVERTISE ANNUAL SUPPLY OF AVGAS (AVIATION GAS) FOR THE SHERMAN MUNICIPAL AIRPORT

Mayor Magers said, at the present time, the request was only to advertise for the annual supply of aviation gas for the Municipal Airport.

ACTION TAKEN.

Motion by Council Member Steele to approve the request to advertise for the annual supply of aviation gas for the Sherman Municipal Airport. Second by Council Member Howeth.

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

REQ TO ADVERTISE
ANNUAL SUPPLY
OF AVGAS FOR
MUNICIPAL AIRPORT

PURCHASE OF REPLACEMENT LOADER BACKHOE FOR WATER UTILITIES

The City Council approved the request to advertise for bids to purchase a replacement loader backhoe for the Water Utility Department. Funds are budgeted in the FY 2009 Budget for the replacement of a 1995 loader backhoe for the Utility Distribution and Collection Services Department.
CONSENT AGENDA.

WATER UTILITY
BACKHOE

OTHER BUSINESS

CONSIDER REQUEST OF THE RED RIVER VALLEY CHAPTER OF THE MVPA AND THE TEXOMA AREA VETERAN'S COUNCIL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE VETERAN'S DAY PARADE ON SATURDAY, NOVEMBER 8, 2008

Gary Park, 1001 W. College Street, appeared before the City Council to request that certain streets be closed temporarily for the Veteran's Day Parade on Saturday, November 8, 2008.

Mr. Park said this was the third annual Veteran's Day Parade in Sherman. He did not feel it was the veteran's responsibility to organize their own parade and he asked that the City Council or some other organization step forward next year to sponsor the event. The parade honors all veterans, both living and dead.

He also thanked the City for the accommodations that are made for the event.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve the request of the Red River Valley Chapter of the MVPA and the Texoma Area Veteran's Council to close certain streets for the Veteran's Day Parade on Saturday, November 8, 2008. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

APPROVE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING SEPTEMBER 30, 2008

The City Council approved the Quarterly Investment Report for the period ending September 30, 2008. As of September 30, 2008, the Operating Portfolio had a book value of nearly \$25.6 million, down about \$1.8 million from three months ago, which is normal for this period.

The City was in compliance with all applicable State laws and the provisions of the City's internal Investment Policy. The Operating Portfolio remains adequately liquid, with a weighted-average maturity of about 70 days. Its yield of 2.42% for the quarter is higher than the benchmark yield of 1.54%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

ELECTION DAY TOMORROW

Council Member Steele urged all citizens to vote tomorrow on Election Day.

CLOSE STREETS
FOR VETERAN'S
DAY PARADE

QUARTERLY
INVESTMENT
REPORT

CITIZENS REQUESTS

MEDIA QUESTIONS

ELECTION DAY
TOMORROW

ELECTION DAY TOMORROW

Council Member Smith urged all citizens to vote tomorrow on Election Day. He also congratulated the Texas Tech Red Raiders on their recent football win over the University of Texas Longhorns.

**ELECTION DAY
TOMORROW**

FRIGHT FEST

Council Member Howeth complimented the City staff for organizing the annual Fright Fest on Halloween on the Municipal Building Grounds.

FRIGHT FEST

FRIGHT FEST

Mayor Magers also recognized the Fright Fest saying it was a very well attended event and the City did a great job. He added that the community appreciates the event.

FRIGHT FEST

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

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

EXECUTIVE SESSION

SECTION 551.074 --

**PERSONNEL MATTERS:
CONSIDER THE
QUALIFICATIONS, APPOINTMENT
AND REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:
PLANNING AND ZONING
COMMISSION (1)**

On Motion duly made and carried, the Open Meeting recessed at 5:25 p.m. but before the Executive Session could be convened Council Members decided they did not need to meet in Executive Session.

OPEN MEETING

Reconvene into Open Meeting.

OPEN MEETING

CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:

PLANNING AND ZONING COMMISSION (1)

ACTION TAKEN.

Motion by Council Member Steele to appoint Don Hicks, to the Planning and Zoning Commission to fill an unexpired term from November 4, 2008 to July 6, 2011.

Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

**PLANNING &
ZONING
COMMISSION**

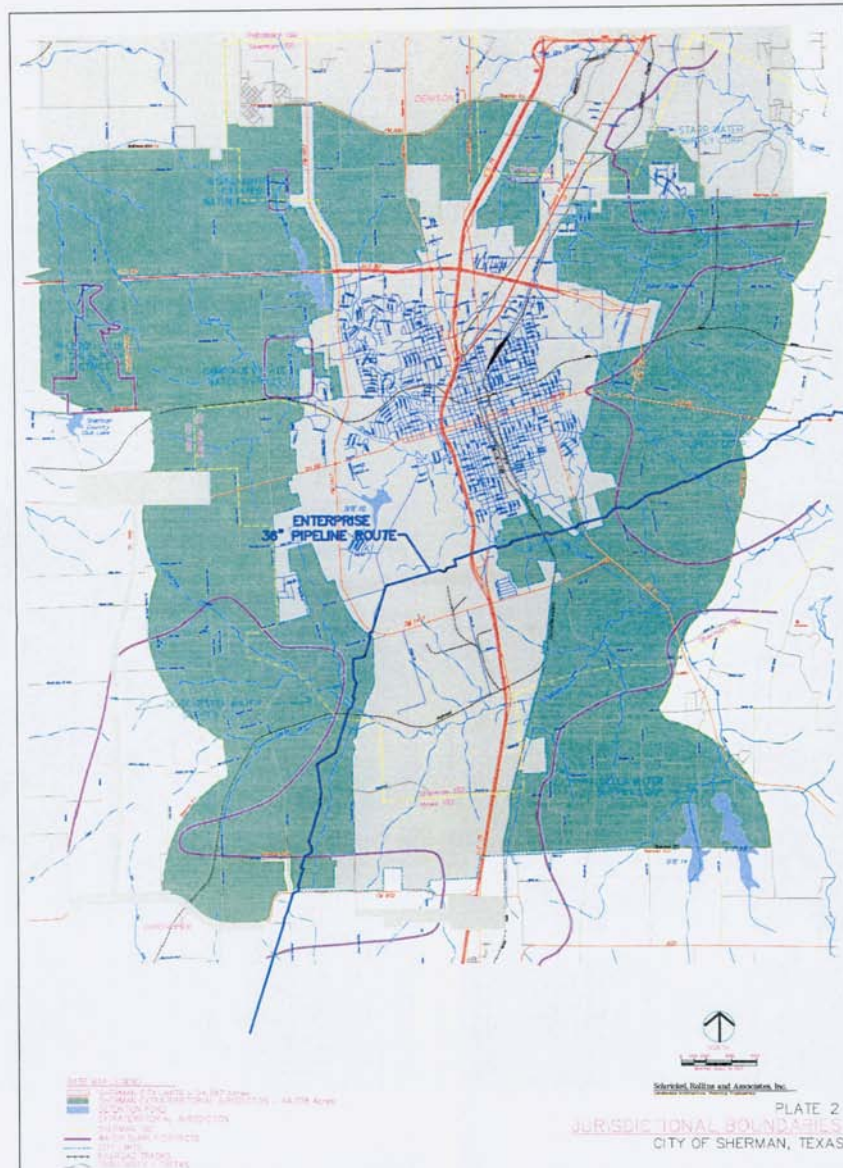
ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:26 p.m.

ADJOURNMENT

MAYOR

CITY CLERK





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5574

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 Melchiors, Representative)

Issue

To consider the request of Paul Andrew Huggins (Owner), CMA Architecture (Architects), and Matthijs Melchiors (Representative) concerning the property located at 1002 South Travis Street, being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition, to change the zoning from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District

Background

The property is located at 1002 South Travis Street between Spring and Lark Streets. The owners would like to change the zoning and construct patio homes on the lots. The lot was formerly the Caprice Apartments, which were destroyed by fire a number of years ago. In December 2007, they were approved for a site plan for an apartment complex. There was some opposition from the residents for the apartment building at that time so the owner decided to look into the option to change the zoning to construct patio homes.

Origination

Paul Andrew Huggins (Owner), CMA Architecture (Architects), and Matthijs Melchiors (Representative)

Board Recommendation

At the October 21, 2008 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved.

Attachments

Ordinance No. 5574

Location Map

Photograph

Site Plan

P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 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; 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, the following described property shall be in the R-1 (One Family Residential) District at 1002 South Travis Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition.

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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

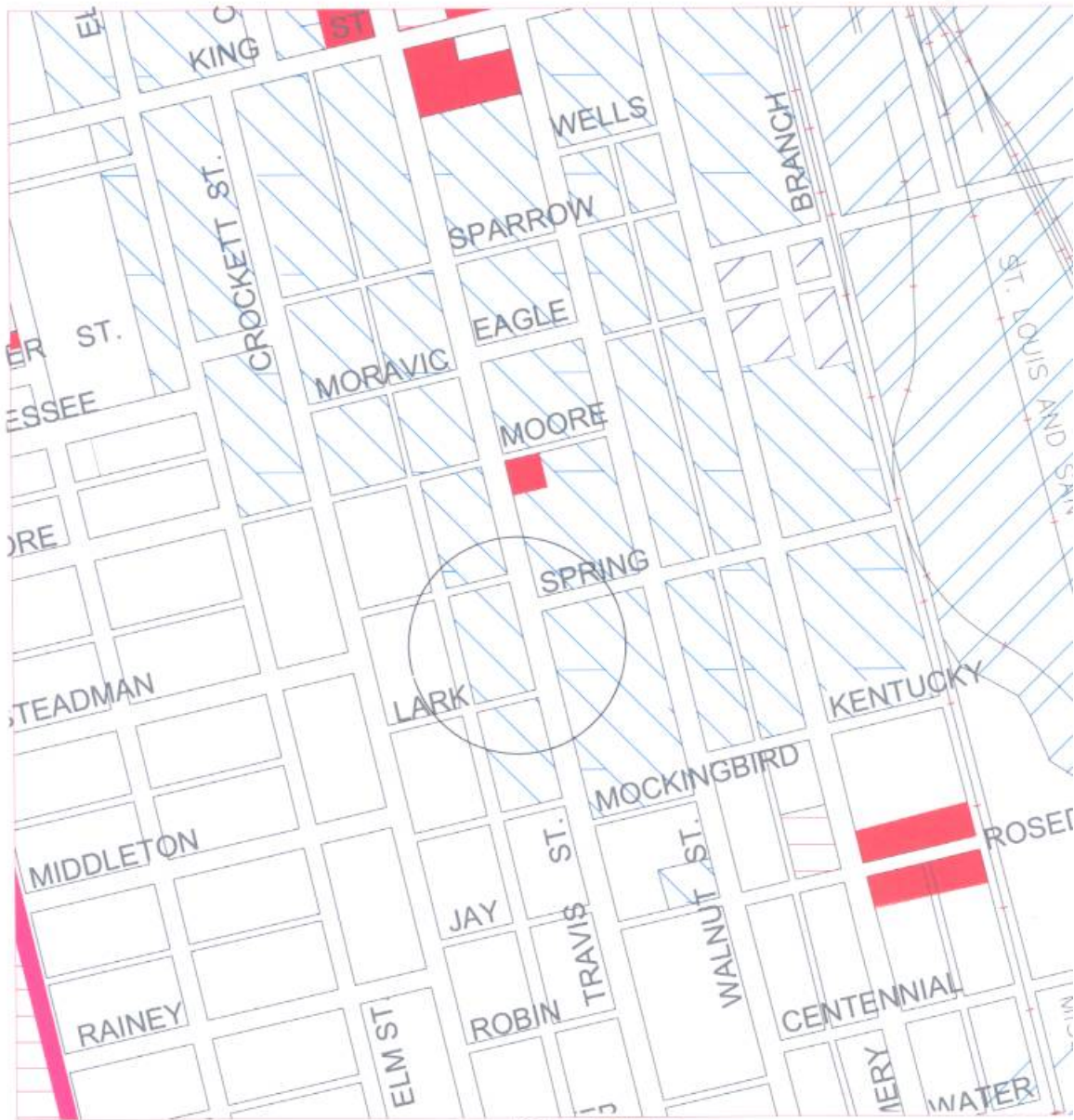
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

INTERIM CITY ATTORNEY



LEGEND

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



1002 SOUTH TRAVIS ST.

Department of Developmental Services





1002 S. Travis



TRAVIS STREET (PATIO HOME SAMPLE



Elevation 1



Elevation 2



RANDOLPH STREET



TRAVIS STREET

602, SUITE 310
AG 76107-1210
FAX (817) 675-0418

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 21, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1002 South Travis Street
Being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition
Zone Change, Specific Use Permit, Exception/Variance

Requested Action/Proposed Use:

Planning and Zoning Commission

- a) Zone change from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District.
- b) Variance to allow lots with no public street frontage in an R-2 (Multi-Family Residential) District.
- c) Specific Use Permit and Site Plan Approval to allow patio homes in an R-2 (Multi-Family Residential) District.

Board of Adjustments

- a) Exception to allow five (5) lots along Travis Street to be 3,300 square foot lot area in lieu of the required 4,000 square foot for patio homes in an R-2 (Multi-Family Residential) District.
- b) Exception to allow a six (6) foot privacy fence in the front yard of a front line street with a 17' setback in lieu of the permitted height of four (4) feet in an R-2 (Multi-Family Residential) District

Background

The property is located at 1002 South Travis Street between Spring and Lark Streets, The owners would like to change the zoning and construct patio homes on the lots. The lot was formerly the Caprice Apartments which was destroyed by fire a number of years ago.

Adjacent Zoning:

R-1 (One and Two Family Residential) District and R-2 (Multi-Family Residential) District

Origination:

Paul Andrew Huggins (Owner), CMA Architecture (Architects) and Matthijs Melchior (Representative)

Master Plan Designation:

Residential

Number of notices mailed:

17

Objections received:

0

Attachments:

Location map, Photos, Site Plan, Staff Review

Prepared by:

Patsy Reeves, Development Services Secretary

Approved by:

Scott Shadden, Development Services Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5575

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 Melchiors (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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Paul Andrew Huggins (Owner), CMA Architecture (Architects), and Matthijs Melchiors (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

Background

The property is located at 1002 South Travis Street between Spring and Lark Streets, The owners would like to change the zoning and construct patio homes on the lots. The lot was formerly the Caprice Apartments which was destroyed by fire a number of years ago. In December 2007, they were approved for a site plan for an apartment complex. There was some opposition from the residents for the apartment building at that time so the owner decided to look into the option to construct patio homes.

Origination

Paul Andrew Huggins (Owner), CMA Architecture (Architects) and Matthijs Melchiors (Representative)

Board Recommendation

At the October 21, 2008 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and contingent on platting and formal site plan review within one year.

Attachments

Ordinance No. 5575

Location Map

Photograph

Site Plan

P&Z Communication Form

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Paul Andrew Huggins (Owner), CMA Architecture (Architects) and Matthijs Melchors (Representative) are granted a Specific Use Permit to allow patio homes in an R-2 (Multi-Family Residential) District at 1002 South Travis Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the Patio Homes Ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. A replat is required to be recorded on this property.
3. This site plan should be considered conceptual in nature, a more detailed site plan will need to be reconsidered after the property has been replatted into lots.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. No provisions are shown on the site plan for trash removal.
6. Contingent on platting and formal site plan review within one year.

Fire Dept.:

7. Required inside turning radius is 35'. Plan indicates a 30' radius with the Fire Lane cutting across a property line. Fire Lane must be unobstructed with a minimum vertical clearance of 14'.
8. Fire Lane must be completed and remain unobstructed during construction
9. There is no indication that the project will be "gated". If security gates are to be added:
 - a. Clear opening of gate must be 24' and have a vertical clearance of 14'
 - b. Gate must operate using approved Knox Key System that will allow fire apparatus to open gate upon arrival and gates to remain open until lock is reset. Contact Fire Marshal for Knox Lock information.

Engineering:

The site plan is conceptual in nature and will not be reviewed officially until a plat is provided. Some items to consider are:

10. A final plat is required.
11. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
12. The five lots along Travis Street shall extend to the Travis Street property boundary.
13. Due to the fact that there is a gate on the private drive off of Travis Street, a turn around must be provided to prevent traffic from backing onto Travis Street.
14. A utility plan must be provided and approved by the City of Sherman Engineering Department.
15. Drainage must be addressed.

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

SECTION 4. That a person who violates a provision of this ordinance , upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 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:

INTERIM CITY ATTORNEY



1002 S. Travis



TRAVIS STREET (PATIO HOME SAMPLE

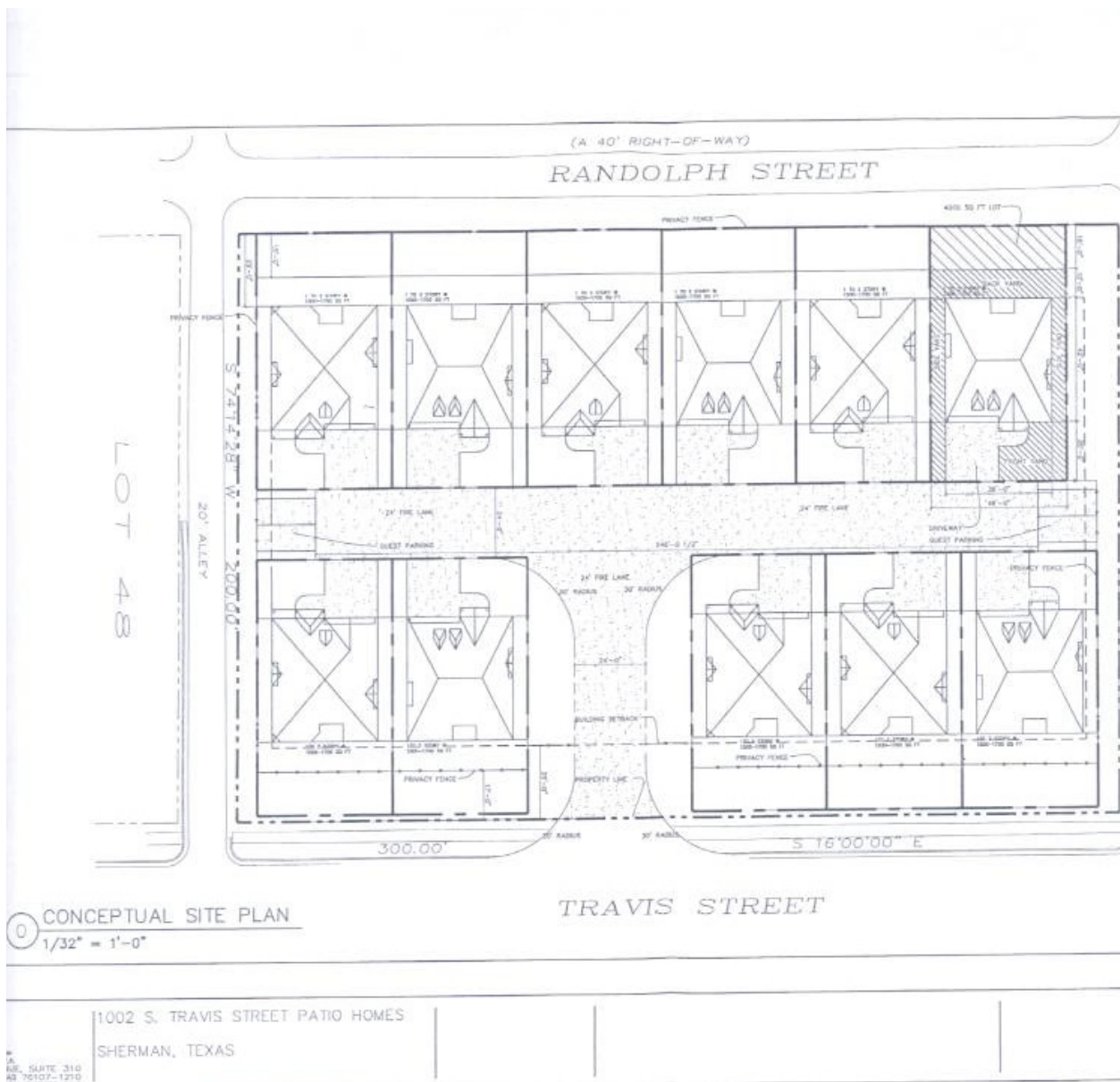


Elevation 1



Elevation 2





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 21, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1002 South Travis Street
Being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition
Zone Change, Specific Use Permit, Exception/Variance

Requested Action/Proposed Use:

Planning and Zoning Commission

- a) Zone change from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District.
- b) Variance to allow lots with no public street frontage in an R-2 (Multi-Family Residential) District.
- c) Specific Use Permit and Site Plan Approval to allow patio homes in an R-2 (Multi-Family Residential) District.

Board of Adjustments

- a) Exception to allow five (5) lots along Travis Street to be 3,300 square foot lot area in lieu of the required 4,000 square foot for patio homes in an R-2 (Multi-Family Residential) District.
- b) Exception to allow a six (6) foot privacy fence in the front yard of a front line street with a 17' setback in lieu of the permitted height of four (4) feet in an R-2 (Multi-Family Residential) District

Background

The property is located at 1002 South Travis Street between Spring and Lark Streets, The owners would like to change the zoning and construct patio homes on the lots. The lot was formerly the Caprice Apartments which was destroyed by fire a number of years ago.

Adjacent Zoning:

R-1 (One and Two Family Residential) District and R-2 (Multi-Family Residential) District

Origination:

Paul Andrew Huggins (Owner), CMA Architecture (Architects) and Matthijs Melchior (Representative)

Master Plan Designation:

Residential

Number of notices mailed:

17

Objections received:

0

Attachments:

Location map, Photos, Site Plan, Staff Review

Prepared By:

Patsy Reeves, Development Services Secretary

Approved By:

Scott Shadden, Development Services Director

STAFF REVIEW LETTER

October 16, 2008

Paul Andrew Huggins
PO Box 160
Hill Vic, Australia 3128

Matthijs Melchiors
1300 Summit Ave
Ft. Worth, TX 76102-4417

CMA Architecture
200 Bailey Ave., Ste. 310
Ft. Worth, TX 76107-1210
Pottsboro, Texas 75076

Dear Applicants,

Your request for:

- a) Variance to allow lots with no public street frontage in an R-2 (Multi-Family Residential) District.
- b) Specific Use Permit and Site Plan Approval to allow patio homes in an R-2 (Multi-Family Residential) District.
- c) Exception to allow five (5) lots along Travis Street to be 3,300 square foot lot area in lieu of the required 4,000 square foot for patio homes in an R-2 (Multi-Family Residential) District.
- d) Exception to allow a six (6) foot privacy fence in the front yard of a front line street with a 17' setback in lieu of the permitted height of four (4) feet in an R-2 (Multi-Family Residential) District

located at 1002 South Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 21, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the Patio Homes Ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. A replat is required to be recorded on this property.
3. This site plan should be considered conceptual in nature, a more detailed site plan will need to be reconsidered after the property has been replatted into lots.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. No provisions are shown on the site plan for trash removal.

Fire Dept.:

6. Required inside turning radius is 35'. Plan indicates a 30' radius with the Fire Lane cutting across a property line. Fire Lane must be unobstructed with a minimum vertical clearance of 14'.

7. Fire Lane must be completed and remain unobstructed during construction
8. There is no indication that the project will be “gated”. If security gates are to be added:
 - a. Clear opening of gate must be 24’ and have a vertical clearance of 14’
 - b. Gate must operate using approved Knox Key System that will allow fire apparatus to open gate upon arrival and gates to remain open until lock is reset. Contact Fire Marshal for Knox Lock information.

Engineering:

9. **The site plan is conceptual in nature and will not be reviewed officially until a plat is provided. Some items to consider are:**
10. A final plat is required.
11. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
12. The five lots along Travis Street shall extend to the Travis Street property boundary.
13. Due to the fact that there is a gate on the private drive off of Travis Street, a turn around must be provided to prevent traffic from backing onto Travis Street.
14. A utility plan must be provided and approved by the City of Sherman Engineering Department.
15. Drainage must be addressed.

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

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

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

Respectfully,

Scott Shadden,
Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Interim City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5576

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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting 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

Background

The property is located at 1105 West Center Street, between Churchill Way and South Binkley Street. Center Street Church of Christ is the tenant. They have acquired additional property over the years; and this would get the property in compliance. They would like to extend the church parking lot at this time.

Origination

Center Street Church of Christ (Owners); W.L. Belknap and David L. Corder (Representatives)

Board Recommendation

At the October 21, 2008 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved the Staff Review Letter.

Attachments

Ordinance No. 5576

Location Map

Photograph

Site Plan

Letters

P&Z Communication Form

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 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 (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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, **CENTER STREET CHURCH OF CHRIST (OWNERS), W.L. BELKNAP AND DAVID L. CORDER (REPRESENTATIVES)**, are granted a Specific Use Permit to allow a church in an R-1 (One Family Residential) District at 1105 West Center Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Being the east 52.7 feet of Lot 4 and Lots 7-10, Block 1 of Churchill Park Addition.

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

Engineering:

1. Drive approaches shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
2. No permanent structures are to be placed in the utility easement.
3. Any structures placed in the floodplain area shall abide by the City of Sherman floodplain ordinance

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

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

CITY OF SHERMAN, TEXAS

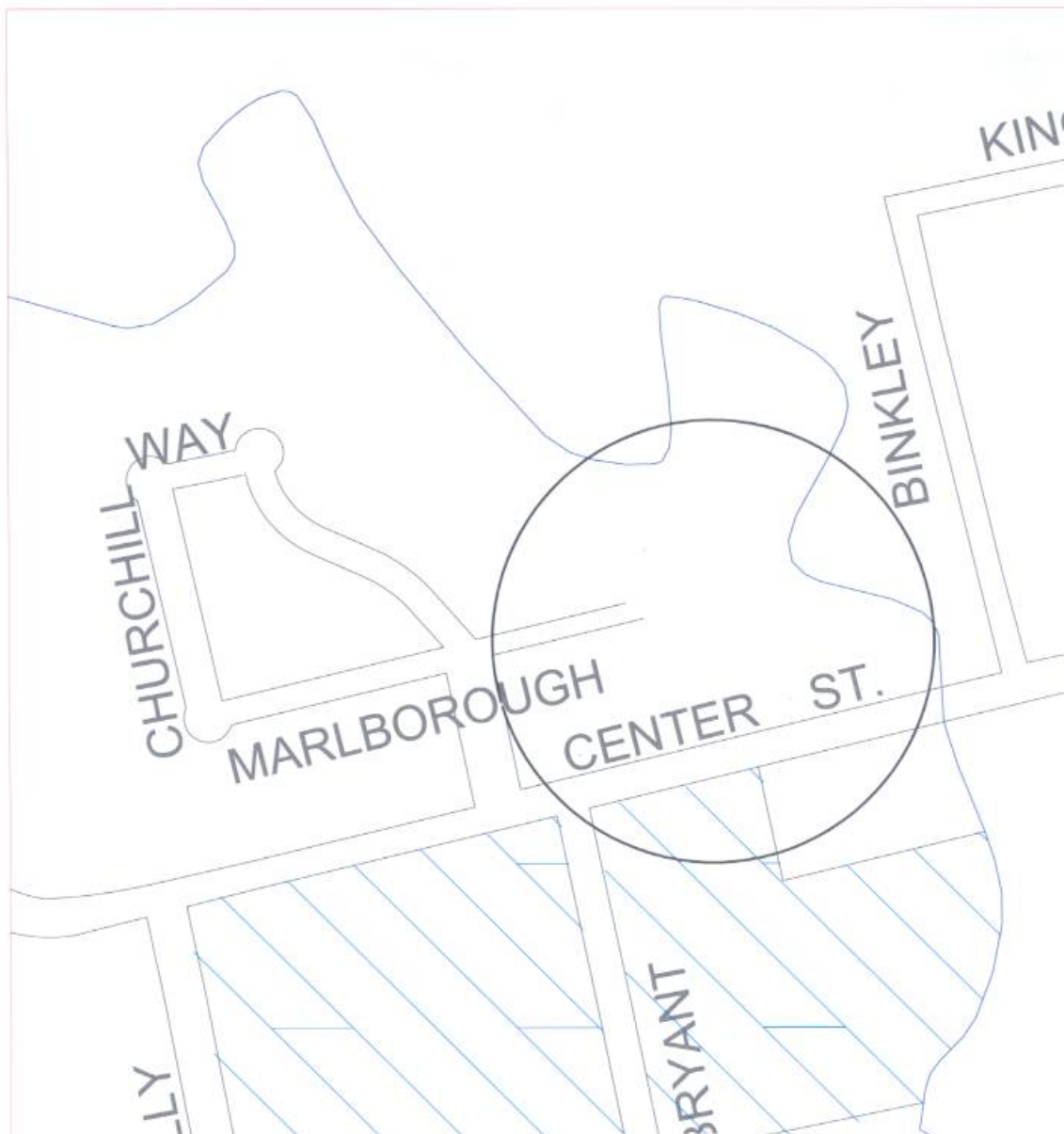
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

INTERIM CITY ATTORNEY



LEGEND

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



1105 WEST CENTER STREET

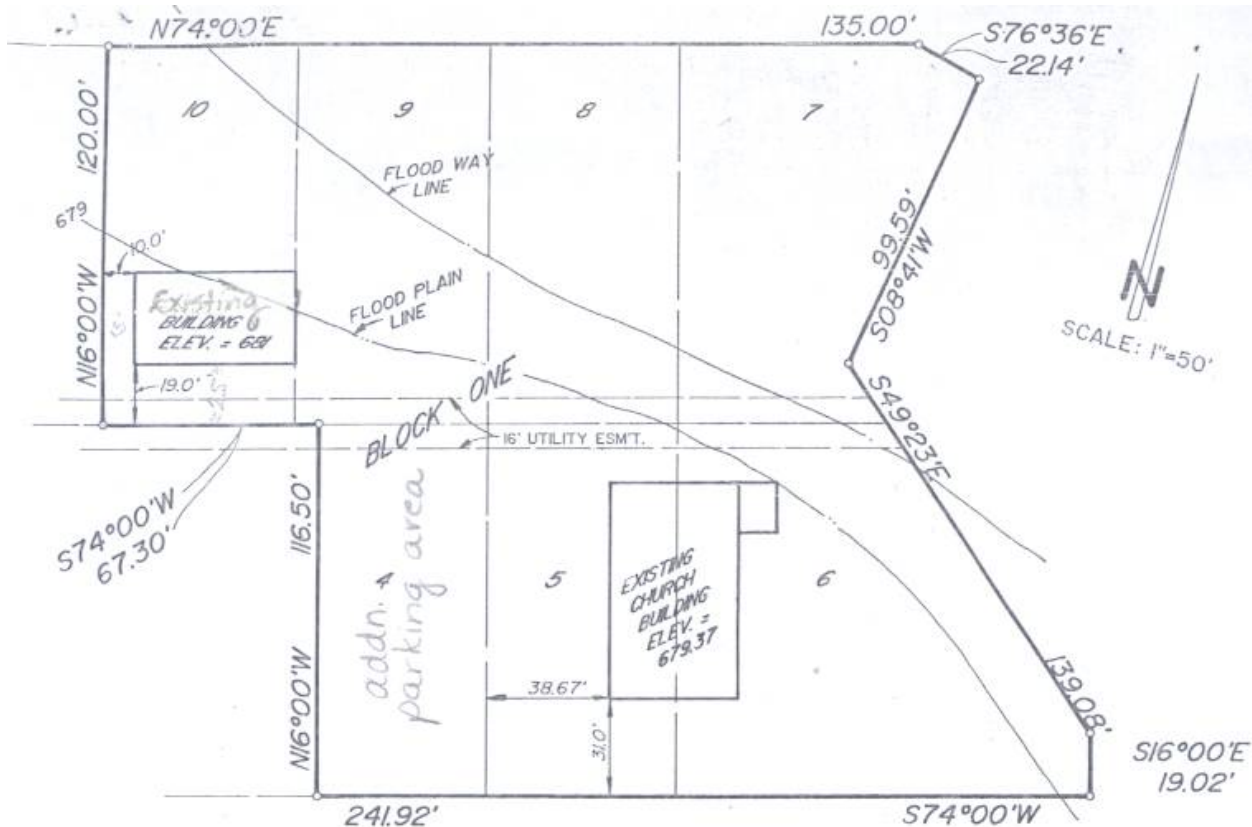
ENGINEERING DEPARTMENT





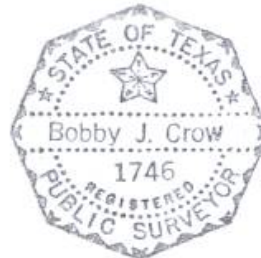
1105 W. Center



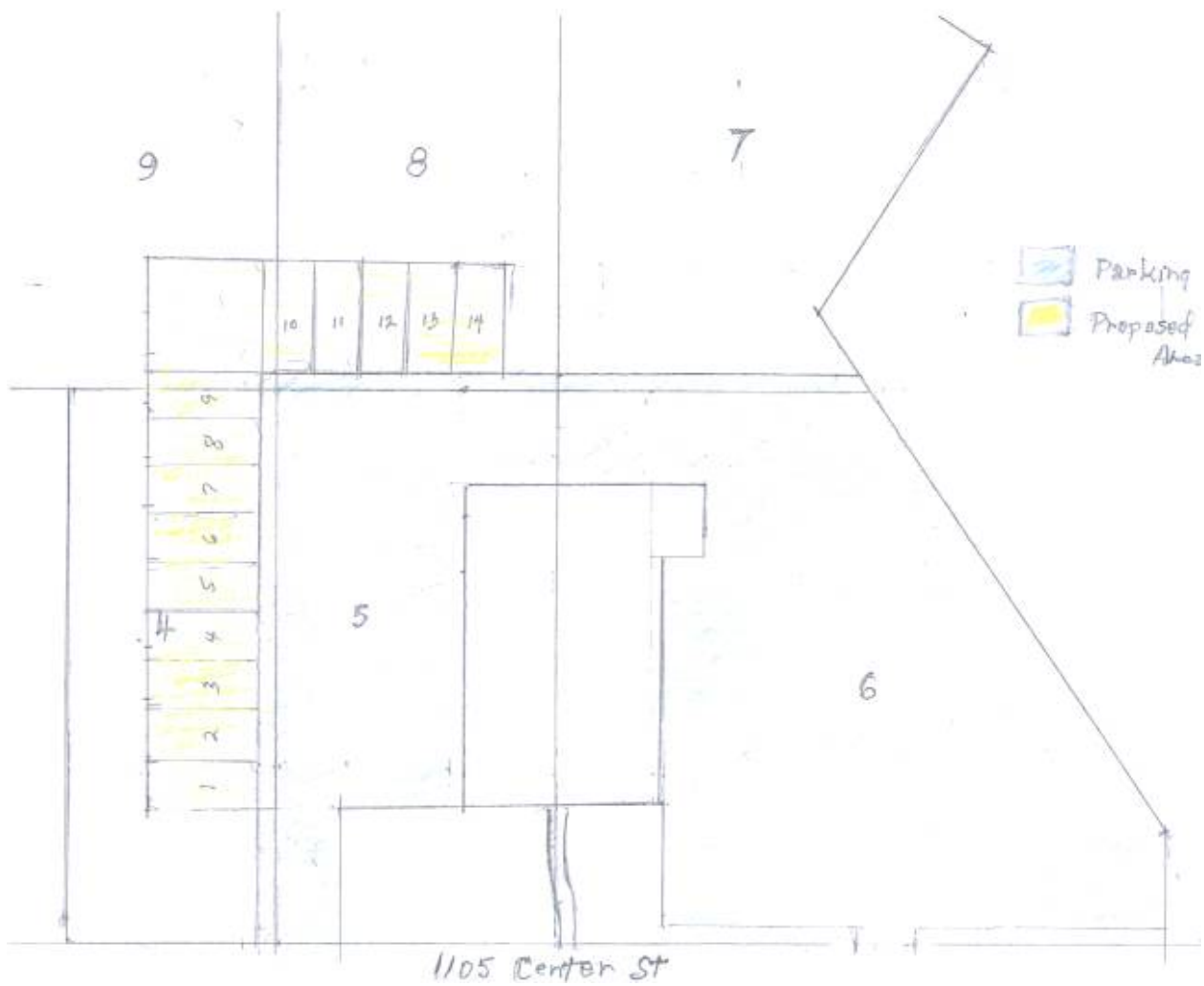


I, Bobby J. Crow, Registered Public Surveyor, hereby certify that the above plat was prepared from a survey made on the ground of Lots 4, 5, 6, 7, 8, 9, and 10, Block 1, of the Churchhill Park Addition to the City of Sherman and have established the flood plain line elevation to the 679.00 feet and have established the finished floor elevation of the proposed Addition to the Center Street Church of Christ to be 681.00 feet.

Bobby J. Crow
 Bobby J. Crow, RPS
 May 21, 1986



SUTTON & CROW
 SURVEYING & ENGINEERING SERVICES
 115 E. LAMAR
 SHERMAN, TEXAS 75090



AGENDA ITEM #11

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 21, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1105 West Center Street
Being the east 52.7 feet of Lot 4 and Lots 7-10, Block 1 of Churchill Park Addition
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Specific Use Permit and Site Plan Approval to allow a church in an R-1 (One Family Residential) District.

Background

The property is located at 1105 West Center Street between Churchill Way and South Binkley Street; Center Street Church of Christ is the tenant. They have acquired additional property over the years and this would get the property in compliance. They would like to extend the church parking lot at this time.

Adjacent Zoning:

R-1 (One Family Residential) District and R-2 (Multi-Family Residential) District

Origination:

Center Street Church of Christ (Owners), W. L. Belknap and David L. Corder (Representatives)

Master Plan Designation:

Residential

Number of notices mailed:

14

Objections received:

0

Attachments:

Location map, Photos, Site Plan, Staff Review

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

STAFF REVIEW LETTER

October 16, 2008

W.L. Belknap
1627 Rockport Rd
Sherman, Texas 75092

David L. Corder
606 Magnolia St.
Pottsboro, Texas 75076

Dear Applicants,

The request for approval of a Specific Use Permit and site plan approval to allow a church in an R-1 (One Family Residential) District concerning the property located at 1105 West Center Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 21, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Engineering:

1. Drive approaches shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
2. No permanent structures are to be placed in the utility easement.
3. Any structures placed in the floodplain area shall abide by the City of Sherman floodplain ordinance

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

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

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Rita Gaither, Development Coordinator
Interim City Attorney

Scott Shadden, Director of Development Services
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5577

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

Issue

To consider introducing, seeking public input, and adopting an ordinance providing for a permanent “Stop” sign at the intersection of Dupree Street and Woods Street

Background

The Street Department has evaluated this intersection and determined that placement of a “Stop” sign at this location, stopping eastbound traffic on Dupree Street, was warranted and would provide for greater traffic and pedestrian safety. The sign has been installed for 90-days; and there have been no complaints received.

Origination

Department of Public Works

Financial Consideration

The only financial consideration is the City’s cost for installing one “Stop” sign, totaling \$167.95.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance for a “Stop” sign to be located at the intersection of Dupree and Woods, stopping eastbound traffic on Dupree.

Alternatives

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

Attachments

Ordinance No. 5577

Exhibit “A” (Location Map)

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 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; 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, a permanent “Stop” sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Dupree Street and Woods Street, stopping eastbound traffic on Dupree Street, as shown by Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. That the Director of Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

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

CITY OF SHERMAN, TEXAS

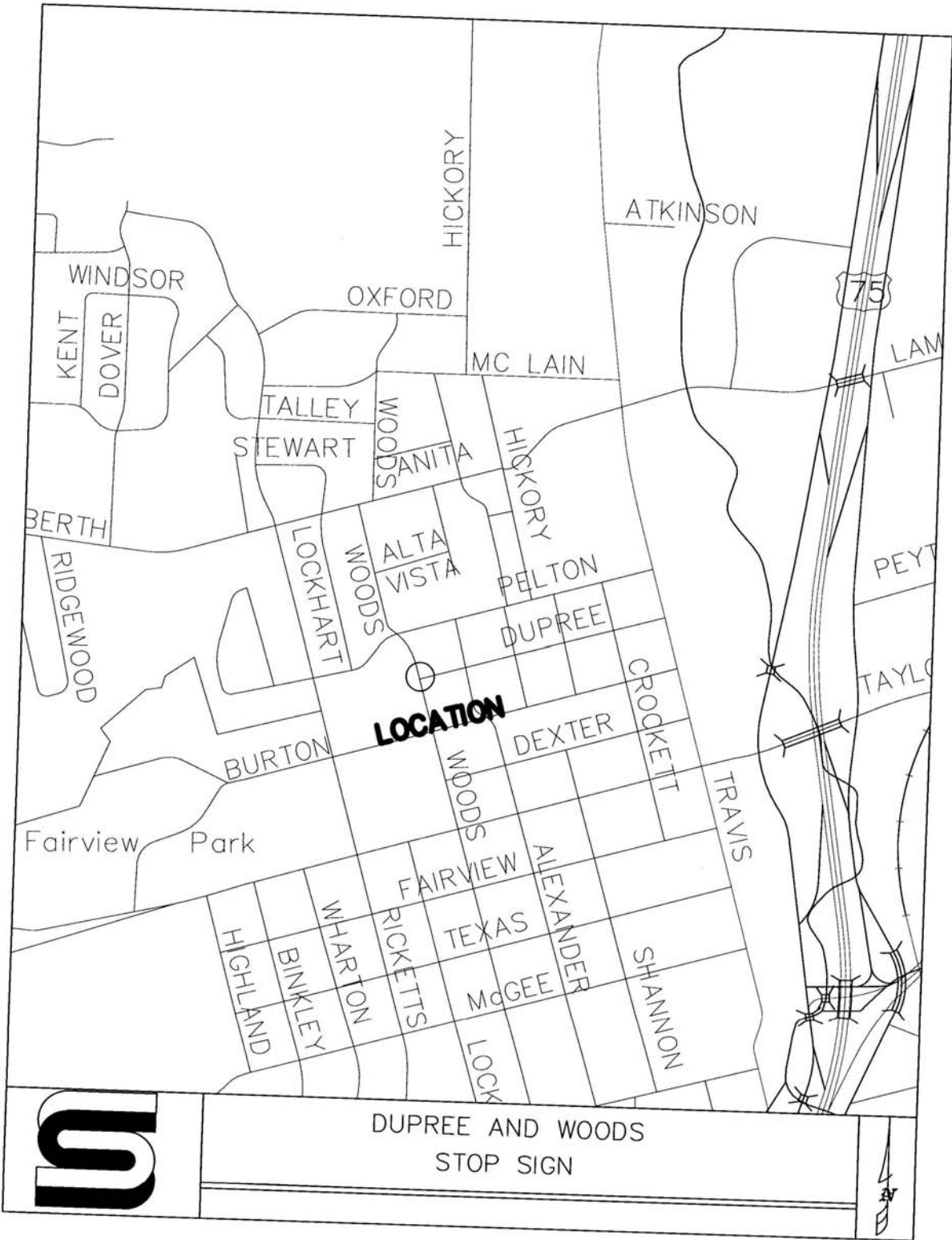
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
INTERIM CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5578

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

Issue

To consider introducing, seeking public input, and adopting an ordinance regarding the installation of two (2) “Yield” signs at the intersection of Alexander Street and Dupree Street

Background

After receiving a complaint about traffic safety at the intersection of Dupree Street and Crockett Street, the Street Department evaluated other intersections in the immediate vicinity. Based upon their evaluation, installing “Yield” signs at the intersection of Alexander Street and Dupree Street would provide for greater traffic and pedestrian safety. The new “Yield” signs have been in place for 90 days; and no complaints have been received.

Origination

Department of Public Works

Financial Consideration

The only financial consideration is the cost to install the two “Yield” signs, totaling \$243.10.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance requiring southbound and northbound traffic on Alexander Street to yield to traffic on Dupree Street.

Alternatives

Those as may be directed by the City Council

Attachments

Ordinance No. 5578

Location Map (Exhibit A)

Prepared by:
Jeffrey Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 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; 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, two (2) permanent “YIELD” signs will be in place at the following locations within the city limits of the City of Sherman, Texas:

At the intersection of Alexander Street and Dupree Street, causing southbound and northbound traffic on Alexander Street to yield to traffic on Dupree Street, as shown by Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. That the Director of Public Services is directed to designate this action by the appropriate markings and signs in compliance with the Texas Transportation Code.

SECTION 3. Violators of this ordinance shall be subject to prosecution pursuant to the Texas Transportation Code.

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

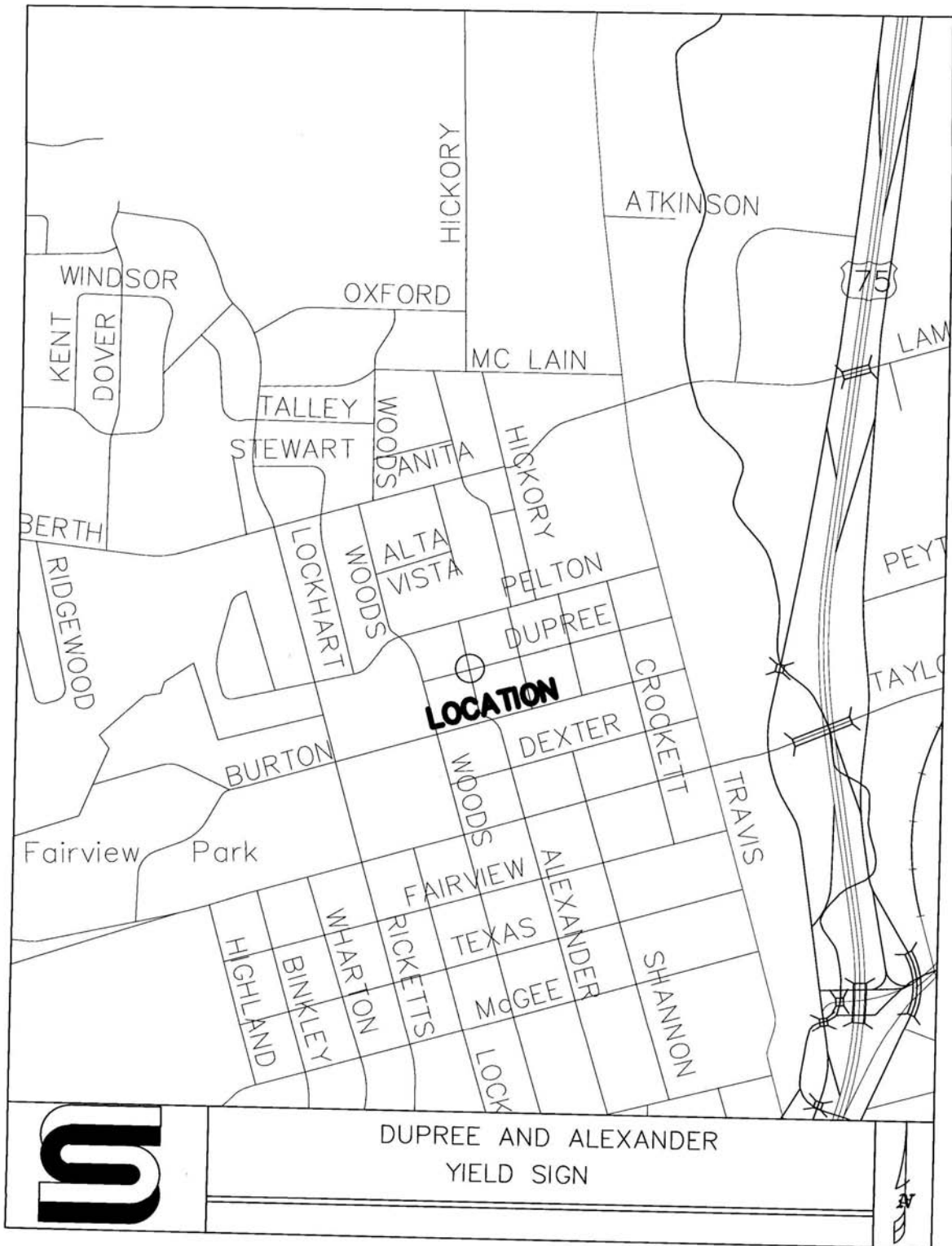
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.6

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5579

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

Issue

To consider introducing, seeking public input, and adopting an ordinance regarding the installation of two (2) “Yield” signs at the intersection of Dupree Street and Crockett Street

Background

The Public Works Department received a citizen request in August requesting the installation of traffic control signs at the intersection of Dupree Street and Woods Street after a reported near collision. The Street Department conducted an evaluation and determined that placement of “Yield” signs at the intersection was warranted and would provide for greater traffic and pedestrian safety. Two (2) “Yield” signs were installed 90 days ago, causing eastbound and westbound traffic on Dupree to yield to traffic on Crockett Street.

Origination

Department of Public Works

Financial Consideration

The only financial consideration is the installation cost for the two (2) “Yield” signs, totaling \$243.10.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance requiring traffic eastbound and westbound traffic on Dupree Street to yield to traffic on Crockett Street.

Alternatives

Those as may be directed by the City Council

Attachments

Ordinance No. 5579

Location Map (Exhibit “A”)

Prepared by:
Jeffrey Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 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; 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, two (2) permanent “YIELD” signs will be in place at the following locations within the city limits of the City of Sherman, Texas:

At the intersection of Dupree Street and Crockett Street, causing eastbound and westbound traffic on Dupree Street to yield to traffic on Crockett Street, as shown by Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. That the Director of Public Services is directed to designate this action by the appropriate markings and signs in compliance with the Texas Transportation Code.

SECTION 3. Violators of this ordinance shall be subject to prosecution pursuant to the Texas Transportation Code.

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

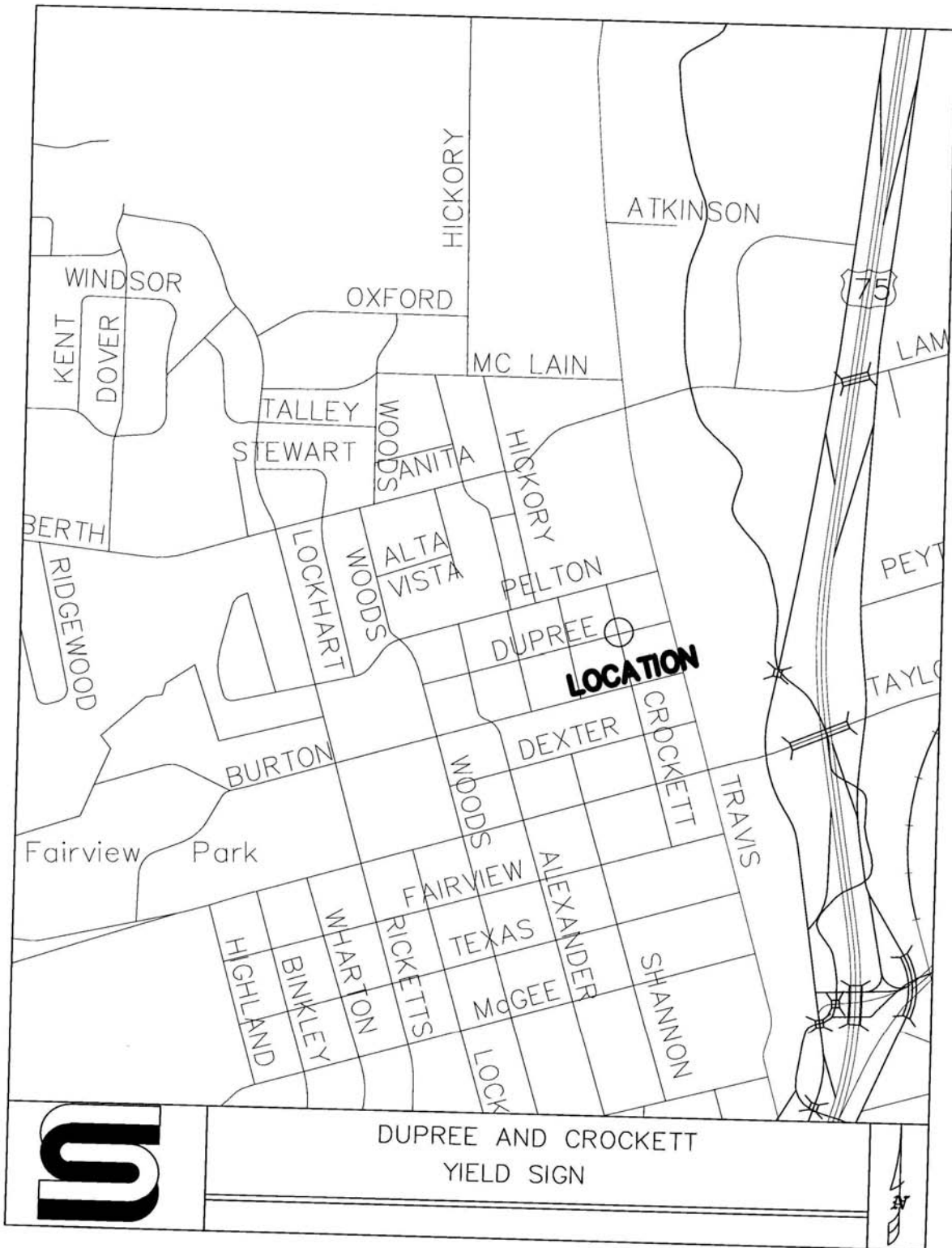
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.7

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5574, 5575, 5576, 5577, 5578 and 5579

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5574

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 Melchiors, Representative)

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5575

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 Melchiors (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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5576

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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5577

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

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5578

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

B.6 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5579

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. B.8

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.3 * *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

D.1 * *PAYMENT APPROVAL*

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2008-2009: \$67,140.00

D.2 * *REQUEST TO ADVERTISE*

Annual Supply of Chemicals

D.4 * *OTHER BUSINESS*

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 5, 2008

D.6 * *OTHER BUSINESS*

Final Plat Approval of Bailey Addition; Ben Dye, Owner; Sartin & Associates, Surveyor (2511 North Travis Street)

D.7 * *OTHER BUSINESS*

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)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. C.1

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

Issue

Award of a contract to construct the Center Street Field Renovation project

Background

In the 2008-2009 Capital Improvement Program, the Sherman City Council approved \$1.3 million for the Center Street Field Renovation, which includes field realignment, lighting, irrigation, restrooms, and parking for lighted soccer fields at Center Street Park. The request to advertise this project for bid was approved at the August 18, 2008 Council Meeting. Six (6) bidders responded to the request for bids. A bid tabulation is attached.

Origination

Sherman City Council 2008-2009 Capital Improvement Program

Financial Consideration

Adequate funding for this project is included in this year's Capital Improvement Program.

Staff Recommendation

It is recommended that the contract for construction of the Center Street Field Renovation project be awarded to the low bidder, Piazza Construction of Denison, Texas, in the amount of \$1,246,211.00 and that the City Manager be authorized to execute the required contract documents.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5288; Contract; Bid Tabulation; Capital Improvement Project with Location Map

Prepared by:
Kevin Winkler, Parks & Recreation Administrator

Approved by:
George Olson, City Manager

RESOLUTION NO. 5288

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PIAZZA CONSTRUCTION FOR CONSTRUCTION OF THE CENTER STREET FIELD RENOVATION 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 Piazza Construction of Denison, Texas is hereby awarded the bid in the total amount of One Million Two Hundred Forty-Six Thousand Two Hundred Eleven Dollars and No Cents (\$1,246,211.00) for construction of the Center Street Field Renovation project, and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute a contract with Piazza Construction for construction of the Center Street Field Renovation project, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

AIA® Document A101™ – 1997 Instructions

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

GENERAL INFORMATION

Purpose. AIA Document A101–1997 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

Related Documents. This document has been prepared for use in conjunction with AIA Document A201™–1997, General Conditions of the Contract for Construction, which is adopted into A101–1997 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A107™–1997 may be considered.

The A101–1997 document is used as one part of the Contract Documents that memorialize the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

- General Conditions (i.e., A201–1997)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC and AIA Document A511™, Guide for Supplementary Conditions.

AIA Document A101–1997 is published in conjunction with the following related documents:

- A201™–1997, General Conditions of the Contract for Construction
- A401™–1997, Standard Form of Agreement Between Contractor and Subcontractor
- A511, Guide for Supplementary Conditions
- A701™–1997, Instructions to Bidders
- B141™–1997, Standard Form of Agreement Between Owner and Architect
- B151™–1997, Abbreviated Standard Form of Agreement Between Owner and Architect
- C141™–1997, Standard Form of Agreement Between Architect and Consultant
- C142™–1997, Abbreviated Standard Form of Agreement Between Architect and Consultant

Dispute Resolution—Mediation and Arbitration. Through its adoption by reference of AIA Document A201–1997, this document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration is mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, call the American Arbitration Association at (800) 778-7879, or visit their Web site at www.adr.org.

Why Use AIA Contract Documents. AIA Contract Documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—they yet are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

Use of Non-AIA Forms. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

Letter Forms of Agreement. Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

Standard Forms. Most AIA documents published since 1906 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

Use of Current Documents. Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed A101–1997, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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CHANGES FROM THE PREVIOUS EDITION

A101–1997 revises the 1987 edition of A101 to reflect changes made in AIA Document A201–1997. It incorporates alterations proposed by architects, contractors, owners and professional consultants. The following are some of the significant changes made to the contents from the 1987 edition of A101:

Throughout: References in A101–1997 to the General Conditions refer specifically to A201–1997.

Article 2: The blank for exceptions to the Contractor's scope of Work has been eliminated.

Article 3: New emphasis is placed on the need to coordinate the date of commencement with the date of Substantial Completion. Space is also provided for bonus payments for early completion.

Article 5: Both progress payments and final payment are now covered in this article, entitled Payments. Payment of amounts not in dispute under Construction Change Directives is mandatory, as is release of retainage on completed Work at Substantial Completion. Advance payment to suppliers for materials and equipment not yet stored at the site is only permitted with the Owner's approval.

Article 6: Space is provided for identification of the Owner's and Contractor's representatives. Ten days' notice is required before a representative is changed.

USING THE A101–1997 FORM

Notices. Prospective bidders should be informed of any additional provisions which may be included in A101–1997, such as for liquidated damages or for stored materials, by an appropriate notice in the Bidding Documents and the provisions for Supplementary Conditions.

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments. Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions.

Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes. Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits. By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. It will be the date from which the Contract Time is measured unless a different date is inserted under Section 3.1.

Parties: Parties to the Agreement should be identified using the full address and legal name under which this Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached. Other information may be added, such as telephone numbers and electronic addresses.

Project: The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building usage; and (4) the size, capacity or scope of the Project.

Architect: As in the other Contract Documents, the Architect's full legal or corporate title should be used.

Article 2 The Work of This Contract. If portions of the Work are to be performed by persons or entities other than the Contractor, these should be indicated in the Supplementary Conditions.

Article 3 Date of Commencement and Substantial Completion. The following items should be included as appropriate:
§ 3.1 The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Agreement. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

§ 3.3 The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. If a specified date is used and the date of commencement is to be given in a notice to proceed, these dates must be carefully coordinated to allow sufficient time for completion of the Work. Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Optionally, insert any provisions for liquidated damages relating to failure to complete on time, or for bonus payments for early completion. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. There is little or no legal precedent to support the proposition of linking a bonus with a penalty. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform subcontractors about the amount of liquidated damages will help determine the placement of such language. If provision for liquidated damages is included, it should be carefully drafted by the Owner's attorney. Such a provision may be based on the following sample language:

"The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: _____ Dollars (\$ _____)."

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions.

Article 4 Contract Sum

§ 4.1 Enter the Contract Sum payable to the Contractor.

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§ 4.2 Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101–1997, attach a schedule showing the amount of each alternate and the date it expires.

§ 4.3 Enter any unit prices, cash allowances or cash contingency allowances. If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

"The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions."

Specific allowances for overhead and profit on Change Orders may be included under this section to forestall disputes over future Change Order costs.

Article 5 Payments

§ 5.1.2 Insert the time period covered by each Application for Payment if it differs from the one given.

§ 5.1.3 Insert the time schedule for presenting Applications for Payment, and indicate due dates for making progress payments. The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the 7 days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make Payment in Article 9 of A201. The Contractor may prefer a few additional days to prepare the Application. Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment. They should also be in accordance with time limits established by this Article and Article 9 of A201–1997.

§ 5.1.6.1 Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment. The Owner frequently pays the Contractor the bulk of the earned sum when payments fall due, retaining a percentage to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

§ 5.1.6.2 Insert any additional retainage to be withheld from that portion of the Contract Sum allocable to materials and equipment stored at the site. Payment for materials stored off the site should be provided for in a specific agreement and enumerated in Section 7.6. Provisions regarding transportation to the site and insurance protecting the Owner's interests should be included.

§ 5.1.8 Describe any arrangements to reduce or limit retainages indicated in Sections 5.1.6.1 and 5.1.6.2, if not explained elsewhere in the Contract Documents. A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety's consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document G707A™ is recommended.

§ 5.2.2 Insert the date by which Owner shall make final payment, if it differs from the one stated. When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor's certification required by Article 9 of A201–1997 and must determine that, to the best of the Architect's knowledge and belief and according to the Architect's final inspection, the requirements of the Contract have been fulfilled.

Article 7 Miscellaneous Provisions

§ 7.2 Enter any agreed-upon interest rate for overdue payments.

§ 7.3 Identify the Owner's representative and indicate how that person may be contacted.

§ 7.4 Identify the Contractor's representative and indicate how that person may be contacted.

§ 7.6 Insert other provisions here.

Article 8 Enumeration of Contract Documents

A detailed enumeration of all Contract Documents must be made in this article.

EXECUTION OF THE AGREEMENT

The Agreement should be executed in not less than triplicate by the Owner and the Contractor. The persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

AIA® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the _____ day of _____
in the year of _____
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

and the Contractor:
(Name, address and other information)

The Project is:
(Name and location)

The Architect is:
(Name, address and other information)

The Owner and Contractor agree as follows.

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This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars

(\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of _____ month, the Owner shall make payment to the Contractor not later than the _____ day of _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ () days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201–1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

§ 7.4 The Contractor's representative is:
(Name, address and other information)

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101–1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201–1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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SECTION 00600 -- Supplementary General Conditions

PART 1 - GENERAL

- 1.01 GENERAL CONDITIONS:** The "General Conditions" of the Contract for Construction, AIA Document A201, 1997, Articles 1 through 14 inclusive, is a part of this Contract and is incorporated herein as fully as here set forth.
- 1.02 SUPPLEMENTS:** The following supplements modify, change, delete from or add to the General Conditions. Where any part of the General Conditions is modified or voided by these Articles, the unaltered provisions of that part shall remain in effect.

Article 1: CONTRACT DOCUMENTS:

Add new sub-paragraphs:

"1.1.8 MISCELLANEOUS DEFINITIONS:

1.1.8.1 The term "Product" as used in these Supplementary Documents includes materials, systems and equipment.

1.1.8.2. The term "Project Manual" as used in these Contract Documents includes the bidding documents, Conditions of the Contract and the Specifications.

1.1.8.3. The term "provide" as used in this Project Manual means to furnish and install.

1.1.8.4. The term "architect" as used in these contract documents shall mean either the architect or landscape architect.

1.1.8.5. The term "City" as used in these contract documents shall mean the City referred to in the Advertisement for Bid, Section 00020."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

"1.2.1.1. Should the Drawings disagree in themselves or with the Specifications the better quality or the greater quantity of the work or materials shall be estimated upon, and unless otherwise ordered by the Architect in writing, shall be performed or furnished."

"1.2.1.2. The inter-relation of the Specifications, the Drawings and the Schedules is as follows: The specifications determine the nature and setting of the several materials; the Drawings establish the quantities, dimensions and details; and the Schedules give the location."

Article 2: OWNER:

"2.2.3. Delete the first sentence and substitute the following: The Owner will establish lot lines, restrictions and permanent bench marks. All other grades, lines, levels, and bench marks shall be established and maintained by General Contractor, who shall be responsible for same."

Add new sub-paragraphs:

2.2.3.1. Shown or indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ARCHITECT by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

AIA Document A201-2007.

Second Set of Supplementary Conditions to AIA Document A-201-2007.

The following supplements modify, delete from and add to the General Conditions of the Contract for Construction, AIA Document A201-2007 and the Supplementary Conditions in the Bid Package. Where any article or section of the General Conditions is modified, or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, then the unaltered provisions of the article, paragraph, subparagraph or clause shall remain in effect except to the extent contrary to these supplementary conditions.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

Delete 10.3.3 in its entirety.

Modify 10.5 to read “If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance by reason of performing Work as required by the Contract Documents, then to the extent permitted by law, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 11 – INSURANCE AND BONDS

11.1.2 of both the AIA Document A201-2007 and the Supplemental Conditions in the bid package are deleted and replaced with the following:

11.1.2 Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the Contractor, its agents, employees or subcontractors under this Agreement, as follows:

1. Workers' Compensation with the Texas Statutory/ Employer Liability as required by law.
2. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, \$1,000,000 for each occurrence of damage to or destruction of property, and \$2,000,000 general aggregate.
3. Automobile covering owned, hired, and non-owned vehicles, with minimum combined single limit of \$1,000,000.

Contractor shall require its independent contractors to carry insurance with the following limits:

1. Workmen's Compensation -- Texas Statutory/Employer's Liability - Statutory Limits
2. Comprehensive General Liability --
 - a. Bodily Injury -- each person/each occurrence \$250,000/\$500,000
 - b. Property Damage -- each occurrence/aggregate \$100,000/\$500,000

-
3. Comprehensive Automobile Liability -- per person/per occurrence, including coverage of owned, non-owned and hired vehicles.
 - a. Bodily Injury -- \$100,000/\$300,000
 - b. Property Damage -- \$300,000, each occurrence

11.1.3 of both the AIA and the Supplemental Conditions is hereby replaced with the following:

11.1.3 Contractor shall include the Owner as an additional insured under the policies, with the exception of the Workers' Compensation. Certificates of Insurance and endorsements, along with the Owner's Protective Liability shall be furnished to the Owner and the Architect before work commences that demonstrates that the required coverage, conditions, and limits required by this Contract are in full force and effect. Certificates shall state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits (Change in Coverage) prior to the receipt of written notice provided to the Owner at least thirty (30) days prior to the effective date of such Change in Coverage.

11.3.3 -- Deleted in its entirety.

Bid Tabulation Sheet
Center Street Park
Sherman, Texas
October 24, 2008

[illegible]

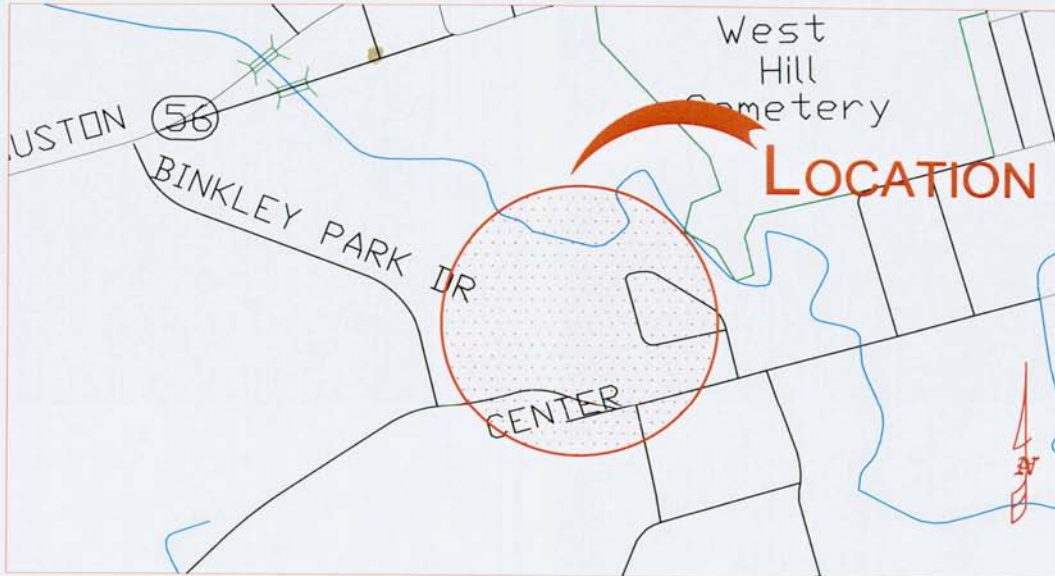
PROJECT YEAR: 2008-2009

PROJECT NAME:	Center Street Field Renovation
DESCRIPTION:	Field realignment, lighting, irrigation, restrooms, and parking.
ESTIMATED COST:	\$1,300,000
ESTIMATED O&M COST:	\$38,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	Provide lit soccer fields

DEPARTMENT/DIRECTOR: City Manager, George Olson

PROPOSED START DATE: October, 2009

PROPOSED END DATE: March, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. C.2

RESOLUTION NO. 5289

Authorizing Execution of an Engineering Services Agreement with CP&Y, Inc. for the Design of the Canyon Creek Drive Extension

Issue

Professional engineering services to design an extension of Canyon Creek Drive, commencing approximately 800 feet west of Heritage Parkway and proceeding westward to Shady Oak Lane

Background

In the 2008-2009 Capital Improvement Program, the Sherman City Council approved funds for the extension of Canyon Creek Drive from its current west end in the O'Hanlon Way subdivision to the west boundary line of the Pecan Grove Park property and Shady Oak Lane. This roadway extension will provide access to the park and provide an east-west route in west Sherman.

Origination

Sherman City Council 2008-2009 Capital Improvement Program

Financial Consideration

The City Council approved \$1.2 million in the FY 2008/2009 Capital Improvement Program budget to fund this project.

Staff Recommendation

It is recommended the City Council approve these professional engineering services administered by CP&Y, Inc. in the amount of \$152,065.50.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5289

Engineering Services Agreement with Exhibits

Capital Improvement Project with Location Map

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5289

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; 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 CP&Y, Inc. is hereby awarded an agreement for professional engineering services in the total amount of One Hundred Fifty-Two Thousand Sixty-Five Dollars and Fifty Cents (\$152,065.50) to design the Canyon Creek Drive Extension; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute an agreement with CP&Y, Inc. for said professional engineering services, in the same or substantially the 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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF SHERMAN**, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, **CP&Y, INC.**, hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PREPARATION OF CONSTRUCTION DOCUMENTS FOR AN EXTENTION OF CANYON CREEK DRIVE, COMMENCING APPROXIMATELY 800 FEET WEST OF HERITAGE PARKWAY AND PROCEEDING WESTWARD TO SHADY OAK LANE** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Contracts.** Any contracts for contractors or subcontractors for services rendered under this Agreement shall be in a contract form provided and approved by the City Attorney.
4. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
5. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and

set forth in Exhibit "A". The contract amount specified in Exhibit "A" shall not be exceeded without the written permission of the City.

6. Contracts. Any contracts for contractors or subcontractors for services rendered under this Agreement on behalf of the City shall be in a contract form provided and approved by the City's Attorney.

7. Insurance. Engineer agrees to procure the following insurance:

- a. Workers' Compensation as required by law.
- b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.
- i. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

8. Indemnity and Duty to Defend.

A. ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS,

EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE.

B. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

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

9. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

10. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

11. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this

Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

12. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

13. Special Terms or Conditions.

None

14. Complete Contract. This Agreement, including Exhibit "A", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "A" conflict with this Agreement, the provisions in the Agreement control over the provisions in the exhibits. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

15. Mailing of Notices. Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Jeff Miller
Director of Public Works
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Thomas Cochill, P.E.
CP&Y, Inc.
1700 Redbud Blvd., Suite 460
Mckinney, Texas 75069

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

16. Miscellaneous.

A. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. 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.

C. 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.**

D. Successors and Assigns. City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date. This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER

A Texas Corporation

BY: _____

BY: William R. Hindman, P.E.

George Olson
City Manager

William R. Hindman, P.E.
Vice President

DATE:

DATE: November 11, 2008

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A
SCOPE OF SERVICES
FOR
CANYON CREEK DRIVE
SHERMAN, TEXAS

The scope of work for engineering services involves: field surveying, geotechnical investigation, engineering design, preparation of plans and specifications, computing of construction quantities, and preparation of an opinion of probable cost for the construction of Canyon Creek Drive. The project extends westward from approximately 800 feet west of FM 1417 to Shady Oaks Lane. All design work shall be in accordance with the City of Sherman's standard requirements. Wherever possible, the standard drawings and specifications of the Texas Department of Transportation (TxDOT) will be utilized for consistency with other projects in the immediate vicinity.

The project involves new construction of approximately 1,900 linear feet of concrete pavement with a 37' back of curb to back of curb pavement section, sidewalks on both sides of the road, enclosed drainage systems, and a culvert crossing near the southeast end of the project. To size the culvert crossing, a watershed analysis of a branch of Post Oak Creek will be required. The alignment of the new roadway will be dictated by the alignment of existing water and sanitary sewer lines previously constructed by the City of Sherman. A cemetery on the south side of the project is not anticipated to present any construction obstacles as the City of Sherman did not encounter any issues while constructing the aforementioned waterline. Consultant services for this project shall include all aspects of the work as set forth in the following scope of services (Exhibit A), and in coordination with Exhibit B (Services to be provided by the City). Any of the items identified herein that are specifically excluded from this scope of work and/or any items not listed below that are desired by the City to be included in the scope of work may be added at any time via a duly executed Supplemental Agreement defining the scope of those items and the related adjustment to the agreed upon fee.

For the purpose of these Exhibits (A-F), the Engineer shall be defined as CP&Y, Inc. or its duly appointed agent. Similarly, the Owner shall be defined as the City of Sherman, with whom this agreement has been executed, or their respective duly appointed agents.

The parameters for the design of the improvements shall include the following:

- A geotechnical investigation by Kleinfelder Central, Inc. will be performed prior to commencement of design. A Cultural Resources study will be performed by Horizon Environmental Services, Inc. A detailed field survey of the project area will be performed by Underwood Drafting and Surveying, Inc. A previous survey by Underwood Drafting and Surveying, Inc. of the project area will be provided to the Engineer to minimize the necessary amount of new data collected;

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- Coordination with the City's parks department and/or authorized consultant prior to the 60% submittal and 95% submittal.
 - Construction of a new concrete street to a width of 37' (back of curb to back of curb);
 - Construction of sidewalks on both sides of the road. The sidewalk on the park side of the road shall be 8' wide and the sidewalk on the opposite side will be 4' wide;
 - Analysis of existing storm water runoff based on a 100-year storm event to determine culvert crossing size on the southeast end of the project and to develop enclosed drainage systems;
 - There will be no construction sequencing plans as this is a new roadway with no existing traffic. A barricade sheet will be designed at points where the new road connects to existing roadways;
 - Erosion control plans for use during construction, and post construction erosion control to include sodding and/or seeding as necessary to re-establish vegetation;
 - Submittals to the City of work-in-progress shall be made at 60%, 95% and 100% stages of completion, as more fully defined in Exhibit C. Each submittal will include three (3) sets of half size (11" x 17") drawings in cut sheet format;
 - All plan sheets for review and construction shall be printed on 11"x17" bond paper;
 - All design work shall be prepared in CAD with electronic files in AutoCAD 2006 format which will be provided to the City upon completion of the record drawings;
 - Standard and typical details of the City and/or TxDOT may be included by reference in the final plans and specifications and will not be redrawn or recreated by the Engineer;
 - Special details not available as a standard drawing by the City or TxDOT will be prepared, as necessary;
 - A cemetery investigation will not be performed, however should an investigation be required at a later time this work may be added via a duly executed Supplemental Agreement defining the scope of those items and the related adjustment to the agreed upon fee.

The Engineer will perform the necessary engineering and technical services for the Design, Bid, and Construction Phases, including any Additional Services for the development of this project in accordance with the following sections of this agreement.

I. PROJECT MANAGEMENT & ADMINISTRATIVE TASKS

1. Project Management, Administration and Coordination

The Engineer will establish and maintain project schedules and budgets, develop

monthly progress reports, prepare invoices, and attend design meetings with the Owner and other entities on an as-needed basis during the project design.

2. Supervision of Subconsultants

The engineer will establish a work program and schedule for each subconsultant, identified in the appropriate sections of this document, at the beginning of the project. The engineer will be responsible for the coordination, supervision, review and incorporation of the surveying, geotechnical investigations, environmental studies, public involvement, and other aspects of the work performed by subconsultants.

3. Coordination with Parks Department

The engineer will conduct one coordination meeting with the City of Sherman Parks Department and/or authorized consultant prior to the 60% submittal and one coordination meeting prior to the 95% submittal to ensure continuity between the roadway design and park design.

II. DESIGN PHASE SERVICES

00. General Design

a. Design Criteria

The Engineer will develop a set of design criteria at the beginning of the project, which shall form the basis of the design. Copies of this report will be furnished to the Owner for review and approval.

b. Project Title Sheet

A project title sheet will be prepared as required for use in the construction plans in accordance with the sample provided by the Owner.

c. Project Layout Sheets

Project layout sheets will be prepared at a minimum of 1"=100' (half-size), which clearly indicates the limits of the entire project. These layout sheets will indicate the major structures contained within the project, the names of all intersecting roadways and waterways, and other items relevant to creating an overall perspective of the entire project.

d. Horizontal Control Sheets

Roadway horizontal control sheets and horizontal curve data sheets will be prepared to provide relevant geometric information to establish the roadway centerlines and baselines prior to construction.

01. Roadway Design

a. Preliminary Right-of-Way Requirements

The Engineer shall determine the extent of the existing right-of-way based on development plats or other information to be provided by the Owner (see Exhibit B) during the early design stages of the project. The Engineer will notify the Owner of any locations where the existing right-of-way will not be sufficient so additional right-of-way can be acquired. If applicable, the Engineer will assist the Owner in the preparation of right-of-way documents and acquisition as defined in Section III-4 below; however, it is anticipated that no additional right-of-way will be required for this project.

b. Preliminary Schematic Plan/Profiles

Prior to commencing the final paving design, the Engineer will prepare a schematic plan and profile for the proposed work for the entire project. Roadway horizontal and vertical alignments will be provided to the Owner for review. These alignments will take into consideration preliminary drainage considerations, ties to existing cross streets, site distances and traffic flow patterns. The profile will take into consideration a driveway at the park and available right-of-way for grading. Where possible, the top of curb elevation for these roads will be set below existing ground to facilitate offsite drainage.

c. Paving Plans/Profiles

On approval of the preliminary horizontal & vertical alignments, plan sheets will be prepared which depict these alignments. These plan sheets will be a minimum of 1"=40' half-size (11"x17") and contain topographic information, roadway baselines, pavement edges, roadway pavement contours where necessary, limits of structures, limits of retaining walls, drainage structures excluding pipes, limits of sidewalks, limits of barriers and any other information necessary for pavement construction. On approval of the preliminary vertical alignments, profile sheets will be prepared to depict these alignments. These profiles will contain existing ground lines at the proposed profile grade line, limits of structures, and proposed elevations at a minimum of 50-foot intervals.

d. Other Roadway Design Elements

(i) Typical Sections

Roadway typical sections will be prepared for various paving sections along the project. These sections will be developed in accordance with the City of Sherman design standards. These sections will be based on the pavement and subgrade design recommended to and approved by the Owner.

(ii) Supplementary Grading/Intersection Contour Sheets

Where necessary, supplementary grading sheets will be prepared to properly show the relationship between adjacent roadways, drainage swales, or areas of special grading. These sheets will contain spot elevations and/or contours to guide the construction in these areas.

(iii) Miscellaneous Paving Details

Miscellaneous paving details will be developed as necessary to describe various types of construction such as sidewalks, curbs, etc. when no such standard details are available from the City of Sherman, and/or TxDOT.

02. Drainage Design & Erosion Control Plans

a. Drainage Area Maps

Drainage area maps will be prepared at a minimum scale of 1"=100' (11"x17"), using available contour maps. Inlets will be located and sub-drainage areas determined. The runoff to each inlet will be calculated in accordance with the City of Sherman hydraulic design criteria and shown on run-off and inlet computation sheets.

b. Culvert Plans/Profiles

Culvert plan/profile sheets and cross-sections, if necessary, will be provided for new culvert construction. TxDOT Standards will be used whenever possible for these culverts.

c. Preliminary Storm Sewer Design

Storm sewer design shall be performed in accordance with the City of Sherman hydraulic design criteria and design standards and shall be based on the drainage area information and the run-off and inlet computations.

d. Computation Sheets

In accordance with standard practice, sheets will be prepared for Runoff and Inlet Computations, Storm Sewer Computations and Lateral Computations. These sheets will tabulate all relevant data used in design for easy verification of the design methods and for future improvements to be coordinated with this project.

e. Final Storm Sewer Design

Upon approval of the preliminary drainage, plan sheets will be prepared at a minimum 1"=40' (11"x17"). These sheets will show the location of inlets, manholes, storm sewers, slotted drains, culverts, pond outfall structure and open channel improvements in relation to the project roadways. Drainage profile sheets will also be prepared which show profile information for the proposed storm sewer trunk lines, proposed ground above the storm sewers, existing ground above the storm sewers, and locations of lateral junctions. Any detail sheets necessary to construct pond outfall structure and accompanying culvert will be developed.

Profiles of laterals will be provided in tabular form, with associated details as necessary, unless a proposed or existing utility crosses the lateral, in which case the lateral may be profiled, if necessary.

f. Miscellaneous Drainage Details

Miscellaneous drainage details will be prepared for any drainage related items, which are not covered by the City of Sherman and/or TxDOT standard details.

g. Erosion Control Plans and Details

Erosion Control Plans will be prepared and will illustrate the implementation of elements to be used to reduce the pollutants to storm water discharges associated with the construction site. The intent of these plans will be to show the ultimate configuration of these elements, not the intermediate phasing of the necessary elements.

03. Utility Design

a. Existing Utility Plans

After reviewing the survey information, the preliminary design plans (60%) will be provided to the City and will indicate any utilities identified. Coordination with utility companies, if required, will be the responsibility of the City.

The Engineer will make every effort to obtain as-built, and/or record plans for the following facilities in the project area:

- (i) Roadway
- (ii) Water lines
- (iii) Sanitary Sewer Lines
- (iv) Storm Drain Lines & Box Culverts
- (v) Irrigation Lines
- (vi) Telecommunication Underground and/or Overhead Lines
- (vii) Electric Underground and/or Overhead Lines
- (viii) Natural Gas Lines
- (ix) Other Utilities Known to Serve the Project Area

The North Texas Municipal Water District transmission main near the west end of the project will be "potholed" by the City in two to three locations to accurately determine its depth below existing grade.

The Engineer will plot the preliminary information obtained above for later use in the field for determining the actual utility locations. The locations of utilities as determined during field surveys will be shown on the drainage plans and other plans, as appropriate.

b. Utility Design

The Engineer will not prepare Utility plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

04. Signing and Striping

The Engineer will not prepare Signing and Striping plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

05. Quantities and Estimates

a. Quantities

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with the TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges (2004) and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set, as required.

b. Construction Cost Analysis

An Engineer's Opinion of Probable Construction Cost will be prepared for the entire project using current unit cost data from TxDOT and the Engineer's database of recent bid information.

06. General Notes and Specifications

a. General Notes

A list of general notes necessary for the project will be compiled by the Engineer.

b. Specifications

A list of specifications necessary for the project will be compiled by the Engineer. Any special specifications will also be provided.

c. Special Provisions

A list of standard special provisions necessary for the project will be compiled by the Engineer.

d. Assemble and Incorporate Standard Drawings

The Engineer shall assemble, collect, and incorporate the necessary standard drawings needed for the plan set.

7. Signal Design

The Engineer will not prepare Signal Design plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

8. Illumination Design

The Engineer will not prepare Illumination plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

9. Irrigation Design

The Engineer will not prepare Irrigation plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

10. Bridge Design

The Engineer will not prepare bridge plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

11. Removal Plans

If necessary, removal item sheets will be prepared at a minimum of 1"=100' (half-size) to show the necessary roadway and structural items to be removed in order to accommodate construction of the proposed project elements.

12. Landscape Design

The Engineer will not prepare landscape plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

13. Sequence of Work and/or Traffic Control Plans

Since this project is for the construction of a new roadway and there is currently no existing traffic in the project area the Engineer will not prepare Sequence of Work and/or Traffic Control Plans for this project. A barricade sheet will be prepared where the project ties into existing roadways to prevent traffic from entering the project site.

14. Cross Sections

The Engineer will prepare cross sections of the project during the design phase to facilitate the development of the appropriate vertical profile of the roadway. These cross sections will be developed to a sufficient level to aid the Engineer in this effort and to approximate the cut/fill quantities required for the Project. The Engineer will not prepare cross section sheets. If requested this information may be provided after the award, to the selected contractor and/or City, in electronic format for informational purposes only. This information will not be further detailed and/or manipulated into plan sheet format unless specifically requested as an Additional Service item as defined in Section V below.

III. SPECIAL SERVICES

1. Environmental Studies

a. Wetland Delineation

Impacts to jurisdictional wetlands and waters of the U.S. would be permitted under Section 404 of the Clean Water Act by the Fort Worth District of the United States Army Corps of Engineers (USACE). CP&Y will conduct a wetland delineation following the 1987 USACE wetland delineation manual procedures and the 2008 Interim Regional Supplement to the USACE delineation manual: Great Plains Region. Once field work has been conducted on the project site, the type of permit required will be determined depending on the area of impacts, if any, to jurisdictional waters and wetlands. *If a Pre-Construction Notification to the USACE or Individual Permit is required, it would be conducted under a separate work authorization. A FEMA floodplain study will not be conducted, however if it is determined that one is necessary or if the City requires one a separate work authorization will be required.*

b. Threatened and Endangered Species Habitat Assessment

CP&Y will review technical databases, technical literature, and governmental publications and databases prior to conducting field surveys to identify federally threatened, endangered, and candidate plant and animal species in the vicinity of the project area. The habitat assessment includes determining whether suitable habitat exists within and adjacent to the proposed project area, taking representative photographs of the project area, and reporting all findings. All protocols for determining required habitat will be performed for the federally threatened, endangered, and candidate species in Grayson County. *If habitat for federally listed species is identified, coordination with the U.S. Fish and Wildlife Service would be conducted under a separate work authorization.*

2. Public Meetings and/or Hearings

The Engineer will not conduct or attend a public meeting to inform the nearby residents of the nature of the project and to receive input from the community.

Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

3. Mitigation Plans

The Engineer will not prepare Mitigation Plans as part of this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

4. Right-of Way Acquisition

At this time the need for additional right-of-way is believed to be unnecessary. As a result, the preparation of right-of-way documents (i.e. — parcel descriptions and sketches) is not included in this contract. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

5. TDLR Review

A TDLR review will be required if the Accessible Route improvements (i.e. - sidewalks and ramps) exceed \$50,000. CP&Y will submit a final set of plans to a local TDLR review firm for review. Review fees are based on the construction cost of the project. CP&Y will submit an invoice to the Owner for the cost of the review. This fee is not included in the Fee Summary attached (Exhibit D) as an expense item and will only be charged to the Owner if such a review is determined to be necessary.

6. Franchise Utility Relocation

It is not anticipated that there are Franchise Utilities in the project area and therefore the Engineer will not be responsible for coordination with the various utility companies. The Engineer will not be responsible for the redesign of any franchise utility services, the relocation of these services, or the scheduling and confirmation of such relocations if it is determined that there are such utilities in the project area. Should this work become necessary, the City shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

IV. CONSTRUCTION PHASE SERVICES

1. Administrative Services

The Engineer will provide Construction Administration services under this contract. Such services are defined as periodic site visits to review the general progress of the construction process and overall conformance with the plans and specifications. On site meetings with the selected contractor and Owner's representatives will occur approximately monthly throughout the construction phase.

2. Field Engineering

The Engineer will not perform any Field Engineering to design additional features as part of this contract. However, any redesign of a planned improvement that is required as a result of an incompatibility of Engineer's original design will be addressed by the Engineer.

3. Bid Processing

The Engineer will advertise for bids in publications approved by the Owner, distribute plans to prospective bidders, distribute plans to two Owner approved plan rooms, and assist with the bid opening by summarizing the bids received. The Engineer will also review the bids and make a recommendation for award based on the lowest qualified bidder. CP&Y will submit an invoice to the Owner for the cost of the advertising. This fee is not included in the Fee Summary attached (Exhibit D) as an expense item.

4. As-Built Drawings

The Engineer will prepare a reproducible complete set of As-Built drawings on mylar and in AutoCAD 2006 based on any field changes made during construction and any field notes or marked up plans provided by the contractor upon completion of construction.

5. Change Orders

The Engineer will assist the Owner in preparing any Change Orders required during the construction phase. If such change orders are a result of a change in the scope of the project, the engineering redesign required by such change orders will be addressed as an additional service as defined in Section V below.

6. Pay Requests

The Engineer will assist the Owner in the review of construction Pay Requests under this contract.

7. Requests for Information

The Engineer will respond, as necessary to Requests for Information during the construction phase of the Project. Should the requests arise from work outside the Engineer's original scope of work, a supplemental agreement may be required.

8. Shop Drawing Review

The Engineer will review Shop Drawings submitted by the contractor.

9. TDLR Inspections/Coordination

Based on the cost of accessible improvements (i.e., sidewalks and ramps), project may or may not be required to have a TDLR inspection upon completion. Such inspection will not be considered part of this contract and will be the City's responsibility at the end of construction.

V. Additional Services

1. Engineering Redesign

At various points during the design phase, the Engineer will submit work in progress plan sets for review by the Owner. Such sets should receive a thorough review by the Owner for compliance with the Owner's expectations for the Project. (Note: the Owner is not required to review such plan sets for design conformance, code compliance, or other requirements deemed to be the responsibility of the Engineer). Once these plans are reviewed and returned to the Engineer, they shall be considered accepted by the Owner except as noted in the review comments. **Subsequent changes requested by the Owner shall constitute Additional Services outside of the scope of this agreement. In such cases, the Engineer shall be granted a Supplemental Agreement for additional compensation in an amount sufficient to cover any and all costs incurred by the Engineer while completing the redesign effort.**

2. Public Meetings

As noted above in Section III-2, the Engineer shall not be required to prepare for or attend any Public Information Meetings and/or formal Public Hearing (as required by the State of Texas in some cases). Any request for such additional meetings shall constitute Additional Services outside of the scope of this agreement.

3. Right-of-Way Acquisition

As stated above, the need for additional right-of way is not anticipated at this time.

VI. Subconsultants

1. Aerial Survey

No Aerial Survey will be performed under this contract.

2. Field/Ground Survey

Engineer will provide detailed field survey as necessary to facilitate said design including:

-
- a. Obtain Right-of-Entry as needed.
 - b. Recover and or establish horizontal and vertical control based on City of Sherman or other applicable datum approved by the City.
 - c. Establish the horizontal and vertical project control, stake centerlines, locate existing utilities, obtain cross section data and locate other topographical features in the project necessary for design. The general field surveying requirements are as follows:
 - (i) The horizontal control for the project shall be established on the State Plane Coordinate System (NADA '83 Surface Coordinates) from monumentation provided by City if available.
 - (ii) Establish the horizontal control points using any City control points if readily available. The project base line will be coincidental with or parallel to the station design centerline. Set baseline control points using railroad spikes and/or punched aluminum disks at the PCs, PIs, and PTs of horizontal curves and at 500-foot maximum intervals on tangents. The ROW will be established by using existing property corners found and tied into the baseline control points. If insufficient or conflicting property data is found, a right-of-way survey shall be prepared as an additional service as directed by City. Any traverse related to the project will be performed with appropriate modified second order procedures by closed loop into the project control. Closures will be one part in 20,000 or better.
 - (iii) The vertical control survey shall include ties into any readily available City benchmark for correlation. A City approved and supplied GIS Benchmark will be established at the limits of the project and tied to the project baseline. Benchmarks shall be located outside of the anticipated construction area so they are not disturbed during construction. Benchmarks shall be railroad spikes.
 - (iv) The location, size and elevation profiles of any existing driveways 30-ft beyond right-of-way will be obtained. At least 3 shots along the driveway centerline shall be provided. The surfacing and base material will be determined by visual inspection only.
 - (v) Provide the existing apparent ROW limits and abutting parcel plats with legal description and physical address. Include any easements and property corner pins.
 - (vi) Provide list of encroachments into ROW, including all trees greater than 4" in caliper, signs, fences, and other physical objects.
 - (vii) Provide centerline data for intersecting streets 200 feet beyond the project right-of-way.
 - (viii) Perform centerline staking for roadway prior to start of construction.
 - d. Information Submittal

All fieldwork will be documented and made available to City for review if requested. Format of field data submittals will be a computer output listing of data collector

information which includes x, y, & z coordinates and a description of each point; coordinate geometry computer output of traverses and level loops; field books if produced; or other acceptable formats. Survey files will be provided in ASCII format where applicable. A Digital Terrain Model shall be created and the MicroStation 3-D file including, but not limited to, break lines, elevation points, triangles and contours, on separate levels. Field Survey Data Collection

3. Geotechnical Investigations

The Engineer will subcontract to a licensed geotechnical firm to provide the necessary geotechnical information needed for the design of this project. Typical services include taking boring samples of the existing ground material at various locations along the project length, measuring the level of subsurface water, determining the type and depths of the various soils and rock layers, estimating the bearing capacity of the materials, and recommending soil treatment methods to stabilize the

4. Cultural Resources

The Engineer will subcontract the Cultural Resources work. As necessary, a Texas Antiquities Code permit application will be prepared that includes a Class I archeological inventory (records search). A Class III (intensive pedestrian) archeological inventory of the project area will also be conducted. Methods will include a pedestrian survey accompanied by manually-excavated shovel tests. Project historians will document and evaluate any historic structures located within the project right-of-way. The collected data will be analyzed and a comprehensive technical report will be prepared. The report will describe all cultural resources encountered and all sites will be explicitly evaluated for National Register of Historic Places eligibility.

VII. Expenses

The Engineer will necessarily incur reasonable expenses in conjunction with the design and administration of this project. Such expenses have been estimated from similar experiences and included as a line item on the Fee Summary (Exhibit D). These expenses include:

- Travel to and from the job site and meetings related to the project
- Printing of reports, letters and related materials
- Printing of plan sets for review and construction

These expenses will be limited to every extent possible and will be reimbursed by the Owner as part of this agreement. If the scope of the project changes or if the required number of submittals and/or copies changes appreciably from that indicated in Exhibit C, the Engineer reserves the right to seek additional compensation for the additional expenses.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE OWNER

FOR
CANYON CREEK DRIVE
SHERMAN, TEXAS

The Owner will provide the following to the Engineer in the performance of the Project upon request:

- A. Provide any existing data the Owner has on file concerning the Project.
- B. Provide any available as-built plans for the existing roadway facility.
- C. Provide any available as-built plans for the water and sanitary sewer lines along and/or below the existing facility.
- D. Provide any plats and/or development plans for adjacent properties.
- E. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring cities and/or other franchise utility companies.
- F. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
- G. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- H. Pothole the North Texas Municipal Water District's water transmission main within 2 weeks from the time the Engineer identifies the appropriate locations with City staff. City to coordinate with the surveyor.

EXHIBIT C
LIST OF SUBMITTALS
FOR
CANYON CREEK DRIVE
SHERMAN, TEXAS

During the course of this project the Engineer will make periodic submittals to the Owner for review and input. The timing of such submittals will be determined by the flow of work and responsiveness of the Owner in reviewing previously submitted information. Below is a list of the expected submittals for this project and the approximate preparation time required for each submittal.

- A. Design Criteria — to be submitted in tabular form within 15 days of Notice to Proceed with the design phase. Three (3) copies will be provided for review with one (1) approved copy to be returned to the Engineer upon review.
- B. Preliminary Schematic — If the city desires prior to the 60% submittal the Engineer will provide a scroll plot of the project area with horizontal and vertical data of the proposed roadway.
- C. Preliminary Design (60%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Owner. These review sets of plans will include:
 - 1. Title Sheet
 - 2. Typical Sections
 - 3. Project Layout Sheets
 - 4. Roadway Plan and Profile Sheets
 - 5. Drainage Area Maps and Preliminary Storm Sewer Plans
- D. Pre-Final Design Plans (95%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided with one (1) to be returned with any review comments from the Owner. These review sets of plans will include all plan sheets required for construction of the project as well as all standard details for inclusion in the final bid documents.
- E. Construction Plans (100%) - to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided for the Owner's records. These final plan sets will be copies of the signed and sealed engineering plans to be used in the bidding and construction phases of the project. The original mylar sheets will be maintained by the

engineer until construction is complete.

F. As-Built Plans - to be submitted in sheet format on 11"x17" pages, suitable for reproduction. These plans will reflect any design changes made during construction and will be accompanied by the original mylar plans prepared under Item D above. All electronic project design files will be submitted in AutoCAD 2006.

G. Construction Cost Analysis — at the 60% and 100% plan stages the Engineer will submit an updated Opinion of Probable Construction Cost for review by the Owner. This cost analysis will be based on updated estimates of material quantities and unit cost data from recent bid openings within the project area. This information is provided to the Owner for informational purposes. The Engineer does not guarantee that the information provided in such analysis will reflect actual construction bid price or the final cost of the project.

EXHIBIT D
FEE SUMMARY
FOR
CANYON CREEK DRIVE
SHERMAN, TEXAS

	Estm Hours	Labor Cost
I. Project Management and Administrative Tasks	124	\$ 15,600.00
II. Design Phase Services	941	\$ 95,680.00
III. Special Services		
a. Environmental Studies	75	\$ 6,407.00
b. TDLR Review	11	\$ 1,197.50
	<u>86</u>	<u>\$ 7,604.50</u>
IV. Construction Phase Services	121	\$ 13,865.00
V. Additional Services	0	\$ -
TOTAL DESIGN & CONSTRUCTION SERVICES	<u>1,272</u>	<u>\$ 132,749.50</u>
VI. Subconsultant Services		
a. Kleinfelder Central, Inc.		\$ 5,000.00
b. Underwood Drafting and Surveying, Inc.		\$ 5,140.00
c. Horizon Environmental Services, Inc.		\$ 6,504.00
		<u>\$ 16,644.00</u>
VII. Reimbursible Expenses		\$ 2,672.00
TOTAL LUMP SUM FEE		<u><u>\$ 152,065.50</u></u>

EXHIBIT E

SCHEDULE

FOR CANYON CREEK DRIVE SHERMAN, TEXAS

The Engineer will work diligently to complete the design phase, prepare bid documents and provide any support services required during construction. The schedule of activities provided below is based on award of the design contract by in mid November. The remainder of the schedule is based on information provided by the Owner during the selection process and previous experience with the City of Sherman. This information can be adjusted based on the actual award date.

	Duration	Completion Date
Award of Contract (By City Council)	N/A	Nov 17, 2008
Notice to Proceed (By City Staff)	1	Nov 18, 2008
Submit Preliminary Plans (60%)	55	Jan 12, 2009
Review by City Staff	7	Jan 19, 2009
Submit Pre-Final Plans (95%)	14	Feb 2, 2009
Review by City Staff	7	Feb 9, 2009
Submit Final Plans (100%)	7	Feb 16, 2009
Prepare Construction Documents	7	Feb 23, 2009
Advertise for Construction	0	Feb 23, 2009
Receive Open Bids	17	Mar 12, 2009
Award Construction Contract	4	Mar 16, 2009

EXHIBIT F
INSURANCE REQUIREMENTS
FOR
CANYON CREEK DRIVE
SHERMAN, TEXAS

Before commencing work, the Engineer shall be required, at its own expense, to furnish the City with copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

Broad Form Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

EXHIBIT F

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

Obtain from each other person with whom it contracts, and provide to the contractor:

A certificate of coverage, prior to the other person beginning work on the project; and

A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

EXHIBIT F

Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

Contractually require each person with whom it contracts, to perform as required with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by the City of Sherman.

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

A waiver of subrogation in favor of the City of Sherman, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

The vendor's insurance coverage shall name the City of Sherman as additional insured under the General Liability policy.

All insurance policies shall be endorsed to require the insurer to immediately notify the City of Sherman of any decrease in the insurance coverage limits.

All insurance policies shall be endorsed to the effect that the City of Sherman will receive at

EXHIBIT F

least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that meets the following

requirements: A financial rating of B+VII or better as assigned by the BEST Rating

Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

Sets forth the notice of cancellation or termination to the City of Sherman.

PROJECT YEAR: 2008-2009

PROJECT NAME: Canyon Creek Drive Extension

DESCRIPTION: Construct roadway between terminus of Canyon Creek Drive in O'Hanlon Way subdivision and west boundary line of Pecan Grove Park property.

ESTIMATED COST: \$1,200,000

ESTIMATED O&M COST: Not Applicable

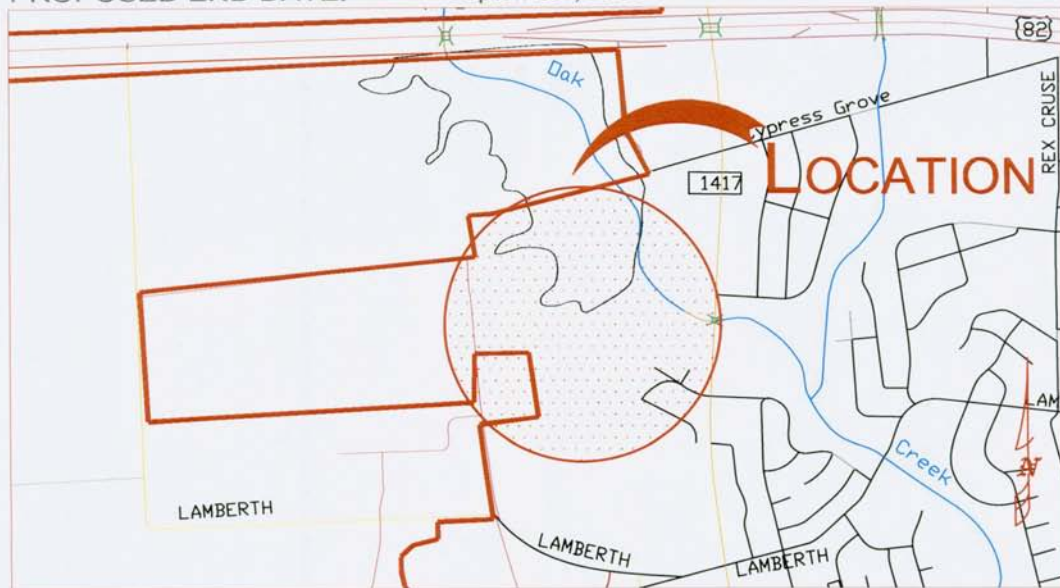
PROPOSED FINANCING: General Improvement Fund

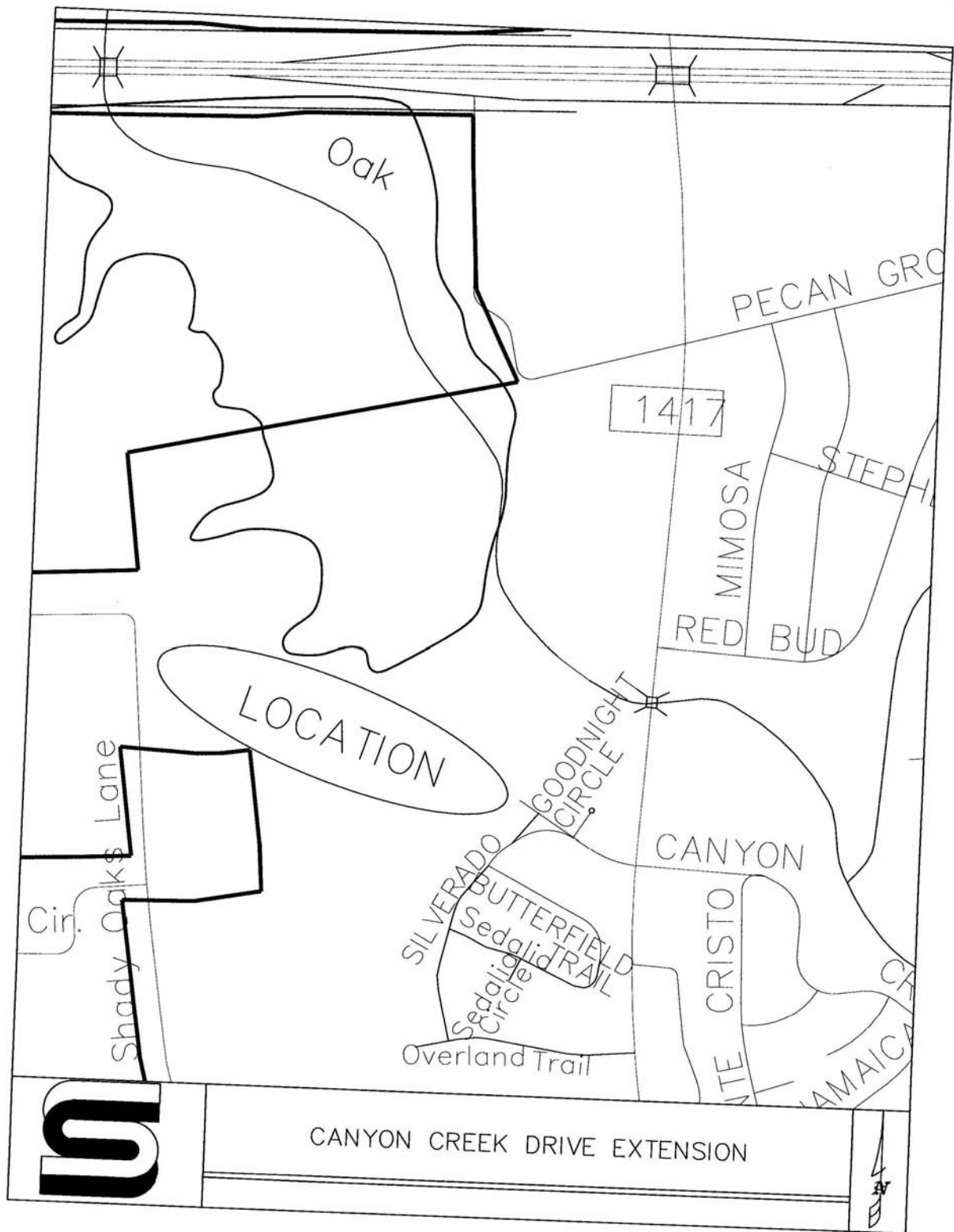
PROJECT NECESSITY: Roadway extension will provide access to park and provide east-west route in west Sherman.

DEPARTMENT/DIRECTOR: Public Works, Jeff Miller

PROPOSED START DATE: June, 2009

PROPOSED END DATE: September, 2009







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. C.3

*** 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**

Issue

To authorize the purchase of thirty-two (32) electro dialysis reversal (EDR) membrane stacks from GE Ionics, Inc. to replace original equipment at the Sherman Water Treatment Plant

Background

Thirty-two (32) existing EDR units at the Water Treatment Plant will be replaced as part of the final phase of the replacement program. Sixty-four (64) units have been replaced over the last two (2) years. The replacements are included in this years' Capital Improvement Program. Installation of these units will complete the installation process.

Origination

Mark Gibson, Director of Utilities and Engineering

Financial Consideration

Funds for purchasing the EDR unit replacements are available in the Capital Improvement Fund.

Staff Recommendation

It is recommended that the City Council authorize the purchase of thirty-two (32) EDR units from GE Ionics, Inc. in the amount of \$1,023,456.00, including any associated transportation, preparation, installation, instrumentation, or technician costs.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5290

GE Proposal

Contract

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5290

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; 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 GE Ionics, Inc. is hereby awarded the bid in the total amount of One Million Twenty-Three Thousand Four Hundred Fifty-Six Dollars and No Cents (\$1,023,456.00) for the purchase of thirty-two (32) Electro Dialysis Reversal (EDR) Membrane Stacks for the Water Treatment Plant, and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute a contract with GE Ionics, Inc. for said purchase, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 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



GE Infrastructure
Water & Process Technologies

Eugene R. Reahl
Western Regional Sales Manager
Municipal Water Systems Group

65 Grove St
Watertown, MA 02472
USA

TEL : 617-673-4238
FAX : 617-926-4304
e-mail : Eugene.Reahl@GE.com

November 4, 2008

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

ATTENTION: MARK GIBSON

Subject: EDR Stacks for Sherman Facility.

Proposal Number: 215729

By way of this letter proposal, GE Water is offering to provide 32 each, MK-IV-2 EDR membrane stacks as replacement for older stacks now installed at Sherman's EDR facility. Our lead time on these stacks is very flexible, we could provide the stacks out of immediate inventory, or do as we have done for the last two cycles of stack purchasing -- with shipment at the end of 1st quarter next year.

We are most pleased to be able to continue our long term relationship through this bid. As we have discussed, subject to final approval by The City of Sherman, we will assume the use of the same terms of sales as last year's 2007 contract, which used GE Water standard terms, with supplemental conditions for Return of Goods and a \$1 million limit of liability on the part of GE Water, as had been requested by your City Attorney, Doreen McGookey. These pages are attached.

Our bid prices, and other details, are listed on the next few pages..

Should you have any questions, comments, or suggestions, please feel free to contact me at your convenience.



GE Water & Process Technologies

The following Equipment is offered:

Membrane Stacks

Model	Mark IV-2
Manufacturer	GE Ionics
Quantity	32 each
Cell Pairs Per Stack	600
Membranes	Anion Transfer, Cation Transfer, Heavy Cation Transfer
Spacers	Mark IV-2
Electrodes	2 per stack, platinum plated titanium, Super Life
Unit Price	\$ 31,983.00 ea

The total price for all 32 each membrane stacks is: **\$1,023,456.00**

- a. *These prices are ex works, GE Ionics (Watertown, MA)*
- b. *No Sales Taxes are Included In The Price*

>>> Based on standard shipping of membrane stacks in the United States, up to 12 ea, membrane stacks are shipped per 48 to 53 ft enclosed moving van. Per previous contracts, the trailers would be internally heated, to avoid the use of glycol anti-freeze chemicals during winter - early spring shipments from Watertown, MA. The estimated cost for per truck shipment to Sherman, TX, is \$6,500 per truck. This can be firmed up, and this is based on Sherman providing the pickup and transport of equipment. Future costs of trucking can be affected by changes in fuel surcharges.

>>> We are also including up to a \$1,000 charge to provide a rental fork lift to offload EDR membrane stacks at Sherman. This would be reimbursed to the City after stack offloading at site.

If installation oversight, commissioning, or other site services are required with the equipment, they can be provided at the labor rates given in that attached schedule. The Customer Scope of Supply includes, but is not limited to:

- Components for electrical and hydraulic connection to the balance of EDR equipment.
- Shipping, unloading, installation, commissioning, and operation of equipment.
- Providing site, civil works, permits, licenses, water to the system, and disposal of all by-products and wastes.



GE
Water & Process Technologies

Payment terms are 25% invoiced with order, 65% invoiced at shipment, and 10% final payment on acceptance of installed membrane stacks, or 60 days after delivery, whichever occurs first.

Equipment is provided in accordance with the attached Terms and Conditions of Sale, to include the amended terms signed in 2007 by both GE Water, and The City of Sherman, TX.

This price provided is based on Sherman providing an order for the membrane stack by DEC 1, 2008. The membrane stacks would be shipped by the end of MAR 2009. . To simplify the installation of the membrane stacks, we would NOT add glycol anti-freeze to the membrane stacks. The stacks would have to be shipped within a heated trailer. This eliminates the issues of glycol disposal at site, which in some areas has become problematic.

We trust this proposal meets your requirements and look forward to working with the City of Sherman on this project. Should you have any questions and or comments please do not hesitate to contact me. Call me on the cell phone.....508-479-6007

Eugene R. Reahl
Commercial Developer

Attachments:

- a. Labor Rates
- b. Terms and Conditions.....with 2007 Supplemental Terms for Limit of Liability to be added,
subject to approval by both City of Sherman, and GE Water



GE Water & Process Technologies

Service Rates For GE Water Field-Service Staff

Project Name: 215729 City of Sherman (TX) Replacement of Membrane Stacks

Should any GE services be requested after submission of this proposal, contracts are available through our Service Department per the rate schedule below. Please note that these rates are good for 30 days from quotation. Service requests can be expedited for an additional \$200 or 10% of the order whichever is greater.

- **Service Technician (daily rate)**
 - Weekday \$990.00
 - Saturday \$1,485.00
 - Sunday or Holiday \$1,980.00
 - **Service Engineer (daily rate)**
 - Weekday \$1,320.00
 - Saturday \$1,980.00
 - Sunday or Holiday \$2,640.00
- Travel days are billed at the above labor rates*
Travel/living expenses are not included and are billed at cost
- **Engineering support via modem (hourly rate)**
 - During core working hours (M-F, 8 a.m. - 5 p.m. CST) \$176.00
 - During non-core working hours and holidays \$247.50

GE Water & Process Technologies Terms and Conditions of Sale

The following terms and conditions of sale shall apply to GE Ionics, Inc., acting through its marketing name GE Water and Process Technologies (herein "Seller"), and "Buyer," the Party procuring Seller's good and services, who is identified in the attached Proposal. (Buyer and Seller are herein referred individually as "Party" or collectively as the Parties). The Parties understand that some of the terms included herein may be in conflict with the terms included in the attached Proposal, namely those with respect to pricing, taxation, delivery, installation, site scope of work and responsibilities, and quotation validity. In the case of conflict, the terms and conditions of the Proposal shall control, except with respect to Sections 7 and 9-15, which shall supersede any terms in the attached Proposal that may conflict with those included herein. The Section headings in this Agreement are for convenience only and shall be given no effect in interpretation of this Agreement.

1.0 ACCEPTANCE

1.1 Buyer's order shall be deemed to incorporate, without exception, all the terms and conditions hereof. Buyer's execution of the acceptance page of this Proposal or Seller's commencement of the work stated in this Proposal shall be deemed Buyer's acceptance of these terms and conditions. No modification of these terms and conditions shall be of any force or effect unless reduced to writing and signed by duly-authorized representative of Seller claimed to be bound thereby. No modification shall be effected by Seller's mere acknowledgment or acceptance of Buyer's purchase order forms, which may contain different terms and conditions. Any oral or written representation, warranty, course of dealing or trade usage not contained herein or in the Proposal shall not be binding on either Party.

1.2 The Proposal, its pricing, scope of work, and terms shall be firm for thirty (30) days, at which time they will be subject to change by Seller.

1.3 After acceptance by Buyer of this Proposal or Buyer's order, this Agreement shall not be cancelable by Buyer except with Seller's written consent.

2.0 ENGINEERING DATA

2.1 Any Proposal drawings and catalog data are provided by Seller to show only general style, arrangement and approximate dimensions. Unless already provided, all engineering data required for layout, design and installation drawings are to be provided by Buyer promptly after order is placed. Unless provided herein, the required outline drawings will then be prepared by Seller and, if required and requested, submitted to Buyer for approval. Seller shall have no liability in the event the equipment, goods, and/or materials provided hereunder are non-conforming based on the inaccuracy of Buyer provided engineering data. If no such limitations are specified, Seller accepts no responsibility for incompatibility of prepared goods with actual space or design limitations, which may become apparent at a later date.

2.2 Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and

arrangement of goods unless precluded by limitations specified by Buyer in writing in the purchase document or contract at the time an order is placed.

2.3 Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products, is prescribed to the Seller by the Buyer or agent(s). Buyer shall be responsible for any such claim(s).

3.0 WARRANTY AND CLAIMS

3.1 Seller warrants its products to be free from defects in material or workmanship for a period of 15 months from receipt or 12 months from start-up/first use of the product, whichever occurs first. This warranty does not apply to replaceable parts or components normally subject to wear and replacement.

3.2 Buyer shall give immediate notice in writing to Seller if products, components thereof, or performance (where applicable) appear defective, and shall provide Seller with reasonable opportunity to make inspections, tests and repairs using the most efficient and cost-effective methods available for such products or components.

3.3 Seller's obligation under this warranty is limited to the repair or replacement at its factory, for the original user, of any product or component part thereof, which shall prove to have been defective. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval.

3.4 Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Seller shall bear the cost of all freight and related cost for returned goods that are defective from the Buyer. Seller will have the option of repairing the defective goods at the site of installation. If Seller is unsuccessful at repairing the defective goods at the site of installation or cannot conduct the repairs at the site, then Seller agrees to bear the cost of all freight and related cost on the returned goods.

3.5 Unless stated specifically in this Proposal or on a formal, official "Performance Warranty Document" signed by an officer or director-level employee of the Seller, or an employee of the Buyer who is authorized to make such representations, there is no performance warranty on products or warranty on process results. Buyer shall pay Seller the costs and expenses of any inspections, tests and repairs related to improving the performance of the products provided hereunder (if not materially defective as explained above) if Seller is not responsible under the terms of this document and/or any formal performance warranty.

3.7 Seller may, at Buyer's request, furnish technical assistance, advice and information with respect to the products supplied under this contract, if and to the extent that such advice, assistance and information are conveniently available. Seller has no obligation to provide such information, which is provided without charge at the Buyer's risk, and which is provided subject to the limited warranty above.

3.8 In the case that services are provided along with the sale of goods and materials included in this Proposal, Seller warrants that the services provided shall be performed in a safe, professional, and workmanlike manner in accordance with this Agreement, and in accordance with the standards and practices which are generally accepted and normally practiced by firms providing similar services at similar facilities. If such services are deemed materially defective, (1) Seller shall re-perform the services at no cost to Buyer, or (2) if re-performance is deemed impracticable, Seller shall refund or credit Buyer in an amount reasonably related to the failed services.

3.9 SELLER EXPRESSLY DISCLAIMS LIABILITY FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS RELATED TO BREACH OF WARRANTY, COSTS OF ACCESS TO THE EQUIPMENT FOR REPAIR/REPLACEMENT, AND DECONTAMINATION. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ASSUMES ALL LIABILITIES FOR USE AND MISUSE BY BUYER, ITS AGENTS OR ASSIGNEES, AND THE WARRANTY REMEDIES INCLUDED HEREIN SHALL BE EXCLUSIVE.

3.10 Seller shall be relieved of its obligations with respect to the warranties explained above, and/or in the Proposal, in the event of Buyer's failure to: (a) operate the goods provided hereunder in good order and repair, according to common industry practice, (b) maintain and/or operate the goods provided according to Seller's specifications and recommendations, (c) communicate to Seller hidden or not reasonably obvious system, process, or site conditions adversely affecting Seller's goods, or (d) Buyer's failure to provide accurate site, process, engineering, or system data, where applicable.

4.0 DELIVERIES

4.1 Unless stated otherwise in the Proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000.

4.2 Shipment dates, if applicable, noted in this Proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be necessary to overcome the effect of the delay. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment if applicable.

- 4.3 In the event Seller is prevented from completing delivery to Buyer based on Buyer acts or omissions, Buyer will be charged a reasonable storage for the time in which delivery was delayed.

5.0 PRICES AND PAYMENTS

- 5.1 If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of adequate assurances, cash, or satisfactory security. If the Buyer is located outside the United States or its territories, payment shall be by a confirmed irrevocable Letter of Credit accompanying Buyer's order.
- 5.2 Prices do not include packaging, and if packaging is required including, but not limited to, packaging for export, a separate additional charge will be made.
- 5.3 Buyer agrees to make pro rata payments for partial shipments and further agrees that if shipment by Seller of goods is delayed by any act or omission on the part of Buyer, payment shall become due within thirty (30) days after the goods are ready for shipment.
- 5.4 Seller reserves the right to file a Mechanic's lien on all equipment, product and component sales, and any labor performed by Seller for the inspection and repair of equipment, products and components, and hereby provides legal notice of its intention to do so if deemed necessary to ensure payment.
- 5.5 The Buyer will pay to the Seller, without the right of set-off, the amount of the invoice within thirty (30) days following receipt of the Seller's invoice. Buyer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by applicable law, whichever is less, on any past-due amount for each calendar month, or fraction thereof, that the payment is overdue and all costs associated with Seller's collection efforts including reasonable attorney's fees.

6.0 TAXES

The prices quoted herein do not include taxes. Buyer shall directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable.

7.0 OWNERSHIP OF MATERIALS AND WORK

Seller expressly reserves all rights of ownership including, without limitation, all copyrights, in this Proposal, and in any drawings and other data hereafter provided. Any quotations, drawings and other data and information, whether written or oral, provided to Buyer are confidential and may not be used, copied, duplicated, or made available to or shared with third parties without Seller's written consent. Seller shall be the exclusive owner of all intellectual property rights in any results of its work under this Agreement. Buyer hereby assigns to Seller all right, title and

interest, including without limitation, all copyrights, trade-marks, trade secrets, patent rights, and any other intellectual property rights in and to any work created as a result of the scope of work of this transaction, effective at the time each is created. Furthermore, Seller shall likewise respect Buyer's confidentiality and not share any data marked confidential by Buyer with third parties without Buyer's written consent.

8.0 INSTALLATION

8.1 Installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Proposal. Otherwise, unless stipulated in the Proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel.

8.2 Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

9.0 COMPLIANCE AND PERMITS

Seller shall comply with the requirements of all applicable federal, state and local laws, rules and regulations governing the performance of the Services. Notwithstanding the foregoing or any other provisions of this Agreement, Seller shall be responsible for and procure all necessary permits, licenses, exemptions, authorizations and approvals necessary for Seller to conduct its business. Any other permits, licenses or approvals necessary for treatment of water shall be the responsibility of Buyer. Such items include but are not limited to permits related to liquid and solid waste handling and discharge, air emissions, sound, safety, etc. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Buyer shall be responsible for compliance with any federal, state, local or other applicable entity regulations as well as any internal Buyer policies or guidelines pertaining to the Buyer's maintenance at the Site.

10.0 LIMITATION OF LIABILITIES

THE TOTAL LIABILITY OF CONTRACTOR, WHETHER IN CONTRACT (INCLUDING LIQUIDATED DAMAGES), WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OF ANY PARTS OR THE PROVISION OF ANY SERVICES, SHALL NOT EXCEED ONE MILLION (\$1,000,000.00) DOLLARS.

11.0 INDEMNIFICATION

11.1 Seller hereby agrees to indemnify and hold harmless Buyer, its officers, directors, employees, agents, and representatives from and against any and all claims, suits, damages, losses and expenses of any nature whatsoever, including without limitation, reasonable

attorney's fees (collectively "Losses"), to the extent arising out of third party claims resulting from (i) the negligence or willful misconduct of Seller, its agents, employees or representatives while engaged in activities under this Agreement; or (ii) any breach or non-fulfillment of, or failure to perform any of the agreements, covenants, representation or warranties made by Seller under this Agreement, except to the extent that any such Losses are caused by the negligence or willful misconduct of Buyer, as finally determined by a court of competent jurisdiction.

11.2 Buyer hereby agrees to be responsible for any damages or injuries resulting from the equipment, material and/or services provided hereunder; including but not limited to, damage to Seller's property, injury or death to Seller's agents and employees, damages related to the release of Hazardous Materials (as defined in Section 13.0 herein), or the violation of any environmental health and safety laws; to the extent that such damages and injuries are caused by the negligence or willful misconduct of Buyer as finally determined by a court of competent jurisdiction.

12.0 DIFFERING SITE CONDITIONS AND HAZARDOUS MATERIALS

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any statute or ordinance or regulations promulgated by any applicable governmental entity) at the Site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Agreement may safely proceed.

13.0 EMERGENCIES

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures.

14.0 CHOICE OF LAW; VENUE

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

15.0 WAIVER

The failure to enforce at any time any of the provisions hereof shall in no way be construed to be a waiver of such provision or to affect either the validity of the agreement or any part hereof, or the right of Seller to enforce each and every provision in accordance with the terms of the agreement

16.0 ASSIGNMENT

Neither party may assign this Agreement or any rights, interests or obligations under this Agreement without the prior written approval of the other party.

17.0 ENTIRE AGREEMENT

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

18.0 GOVERNMENTAL IMMUNITY

This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the Buyer.

19.0 SPECIFIC PERFORMANCE

If either party breaches its respective obligations hereunder, the other party shall be entitled to enforce specific performance of such duties and obligations.

Incorporated amendments from 2007 contract.

SELLER:

GE WATER (GE IONICS)

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 65 GROVE STREET

STREET: WATERTOWN, MA 02472

ATTEST:

BY: _____

NAME: _____

TITLE: _____

BUYER:

CITY OF SHERMAN, TEXAS

BY: _____

GEORGE OLSON

CITY MANAGER

220 W. MULBERRY

SHERMAN, TEXAS, 75090

ATTEST:

BY: _____

LINDA ASHBY,

CITY CLERK

APPROVED:

INTERIM CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.1

*** PAYMENT APPROVAL**

Texas Commission on Environmental Quality (TCEQ)

Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2008-2009: \$67,140.00

Issue

To approve payment of the annual Consolidated Water Quality Assessment Fee to the Texas Commission on Environmental Quality (TCEQ) for fiscal year (FY) 2008-2009 in the amount of \$67,140.00

Background

This fee is imposed to fund the Clean Rivers Program and to pay TCEQ expenses for administering water quality programs, including our wastewater permit. It is calculated based upon permitted flow and pollutant loadings. TCEQ charges \$700.00 per million gallons per day (MGD) of flow and \$15.00 per pound of traditional pollutant (oxygen demand, suspended solids, and ammonia) as allowed in our permit. They also charge major facilities (which our plant is considered to be) an additional \$2,000.00. Accordingly, our assessed fee is \$67,245.00. This is the same amount we paid last year. TCEQ has forwarded a credit of \$105.00 and, therefore, we are to pay the total amount of \$67,140.00. TCEQ must receive payment of this fee by November 30, 2008, or late penalties will be applied.

Origination

TCEQ

Financial Consideration

Funds for this expenditure are budgeted and available in the fiscal year 2008-2009 budget.

Staff Recommendation

It is recommended the City Council approve payment of this \$67,140.00 fee to TCEQ.

Alternatives

As may be directed by the City Council

Attachments

TCEQ Invoice

TCEQ Fee Estimate Report

Wastewater Fee History

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

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

PAGE 1

ACCOUNT NO.	THIS INVOICE REFLECTS ALL PAYMENTS RECEIVED THROUGH:		LATE FEES	BALANCE DUE
23001889	OCT17, 08		0.00	67,140.00
INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
SEP08, 08	E538441	PERMIT UNALLOCATED CASH	105.00-	105.00-
OCT31, 08	CWQ0022931	PERMIT 010329-001 FY09 CWQ ASSESSMENT FE	67,245.00	67,140.00
PLEASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES OR SITE				67,140.00

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

**PLEASE PAY THIS AMOUNT **
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-16-06

OCT17,08

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



**TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY**

ACCOUNT NO.	BALANCE DUE
23001889	67,140.00

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

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

SHERMAN, CITY OF
ATTN: WASTEWATER SUPERINTENDEN

PO BOX 1106
SHERMAN

TX 750911106

0023001889 1533360 00067140001130080

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WASTEWATER TREATMENT FACILITY
CONSOLIDATED WATER QUALITY FEE ESTIMATE REPORT FOR FY 2009

Customer Name: SHERMAN, CITY OF

PO BOX 1106
SHERMAN TX 75091-1106

Permit Number : WQ0010329-001

Facility Name : POST OAK WWT

Permit Type : Public Domestic

Customer Name : SHERMAN, CITY OF

Account Number: 0023001889

Permit Categories	Value	Fee Assessment
-----	-----	-----
Flow:		\$ 11,200.00
Contaminated	16.000000 mgd	
Uncontaminated	0.000000 mgd	
Pollutants:		\$ 54,045.00
Oxygen Demand	1334.000 lb/day	
Total Suspended Solids	2002.000 lb/day	
Ammonia	267.000 lb/day	
Stormwater	NO	\$ 0.00
Major	YES	\$ 2,000.00
Toxicity	0	\$ 0.00
Retention	NO	
Total Fee Assessed		\$ 67,245.00

***** This is NOT a bill. Do NOT pay !!! *****

Outfall	Flow	(type)	OD	TSS	Ammonia
-----	-----	-----	-----	-----	-----
1 OTFL 001 TPDES	16.000000	(C)	1334.000	2002.000	267.000

NOT A BILL. FOR INFORMATION ONLY.

WASTEWATER FEE HISTORY

FY	Water Quality Assessment (\$)	Waste Treatment (\$)	Consolidated Water Quality (\$)	Total WW Fees (\$)
1995	16518	11000	--	27518
1996	16518	11000	--	27518
1997	12600	11000	--	23600
1998	20007	11000	--	31007
1999	20007	11000	--	31007
2000	12600	21744	--	34344
2001	18012	25000	--	43012
2002	18012	25000	--	43012
2003	(Replaced with Consolidated WQ Assessment fee)		73260	73260
2004	--	--	67245	67245
2005	--	--	67245	67245
2006	--	--	67245	67245
2007	--	--	67245	67245
2008	--	--	67245	67245
2009	--	--	67245	67245 (Note: \$105 credit)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.2

*** REQUEST TO ADVERTISE**
Annual Supply of Chemicals

Issue

To consider a request to advertise for an annual supply of chemicals for fiscal year 2008-2009

Background

Annually, the City requests bids for the supply of our industrial chemical purchases, primarily for use at the Water Treatment Plant and the Wastewater Treatment Plant.

Origination

Department of Utilities Administration

Financial Consideration

Funds for the purchase of chemicals were appropriated in the recently approved budget for fiscal year 2008-2009. Advertising costs are estimated to be about \$150.00.

Staff Recommendation

It is recommended that the City Council approve the request to advertise related to the purchase of the annual supply of chemicals.

Alternatives

As may be directed by the City Council

Attachments

None

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: 11-17-2008

Subject: Agenda Item No. D.3

OTHER BUSINESS

Receive Presentation from Kendig Keast Collaborative on the Update of the City of Sherman's Comprehensive Master Plan

Issue

A presentation on the status of the City of Sherman's Comprehensive Master Plan Update

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. They will provide the City Council with a briefing on the status of this project and be available to answer any questions.

Origination

Engineering and Planning

Financial Consideration

None

Staff Recommendation

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

Alternatives

The Council could choose to not hear the presentation at this time.

Attachments

None

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 5, 2008

Issue

Downtown Sherman Preservation & Revitalization has submitted a request to close certain streets in the Downtown area for the annual Sherman Christmas Parade on Friday, December 5, 2008.

Background

Downtown Sherman Preservation & Revitalization has requested that they be allowed to line up for the Parade behind the Library at Walnut and Mulberry. In addition, they have requested that Walnut Street and Montgomery Street be barricaded at various intersections beginning at 5:30 p.m., where the floats will be lined up and judged by 6:30 p.m., with the parade beginning as close to 7:00 p.m. as possible. A copy of this requested barricading, as well as their proposed parade route, is attached.

The Snowflake Festival will begin at 4:00 p.m. on the day of the Christmas Parade. To accommodate the event, its vendors and a reviewing stand, they would like the parking spaces blocked on the north and east sides of the Grayson County Courthouse (Houston Street and Travis Street). Upon completion of the Parade, Santa Claus will proceed to the Courthouse and the reviewing stand.

The event will require traffic control assistance and barricades from the City of Sherman. **The City's antique fire truck will be provided for the Council to ride in the Christmas Parade. Please arrive at least 20 minutes early at the Parade vehicle line-up site to participate. Also, spouses, children, and grandchildren are welcome to ride with the Council.**

Origination

Mr. Deron McCraw, Director of Downtown Sherman Preservation & Revitalization

Financial Consideration

Labor and equipment to provide traffic control assistance and implement barricade placement and removal.

Staff Recommendation

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

Alternatives

Select another date, time or location for the proposed activities.

Attachments

Letter from Mr. Deron McCraw dated November 6, 2008; Parade Entry Form and Related Information; Map of Proposed Route; and Barricade Location Map

**Prepared and Approved by:
George Olson, City Manager**

November 6, 2008

Mr. George Olson
City Manager
City of Sherman
P. O. Box 1106
Sherman, TX 75091-1106

Dear George:

The annual Sherman Christmas Parade is once again in the planning stages for Friday December 5th. Floats and other entries are to be in line-up position by 6:30 pm. The parade will begin as close to 7:00 pm as possible.

The Snowflake Festival will once again coincide with the Parade. The Festival will begin at 4:00 pm on Friday December 5th. We would like to have the parking spaces on the North and East sides of the Courthouse (Houston St. and Travis St.) blocked off to allow for set up of vendors, the reviewing stand, etc. Set up will begin at 2:00PM

Please find attached an entry form with pertinent details, along with a map showing the Parade route and the streets used for line-up.

Street closures along the line-up route:

1. North side-Houston and Walnut
2. North-Houston and Montgomery
3. West-Mulberry and Montgomery
4. West-Wall and Walnut
5. West-Walnut and Pecan
6. North-Walnut and Washington
7. West-Pecan and Montgomery

Street closures along the Parade route:

1. Houston and Travis
2. Lamar and Travis
3. Lamar and Crockett
4. Crockett and Wall
5. Crockett and Pecan
6. Crockett and Mulberry
7. Crockett and Washington
8. Travis and Washington

Additionally, Sherman PD reported problems with Crockett and Lamar. Would suggest "Street Closed Ahead" barricade on Lamar at Elm and/or Rusk. Also, if we could have at

Nov. 6. 2008 1:26PM

No. 1084 P. 3

least three additional barricades and twelve traffic cones at the AgroTech Parking lot should additional problems arise.

As usual John Murphy will be heading up the logistics so please feel free to contact John or myself with any questions.

Thanks.



Deron McCraw



2008 Sherman Christmas Parade
Presented by Downtown Sherman Preservation & Revitalization

"Dashing through the Snow"

Friday December 5th 7:00 PM
Downtown Sherman

Parade Entry Form

Name of Group _____
Person in Charge _____ Daytime Phone _____
Address _____ City / State / Zip _____
E-mail _____

Category (check one)

☐ Commercial Float ☐ Non-Commercial Float ☐ Performance Group
☐ Equestrian ☐ Decorated Car / Truck ☐ Decorated Motorcycle

Describe Entry in Detail

Number of people _____ Estimated length _____
Music? ☐ Yes ☐ No

* **Performance groups** will have the option of 30 seconds to perform in front of the reviewing stand. A performance group could be a dance troupe, a lawn chair or briefcase brigade, cheerleaders or any group that has a synchronized or choreographed performance. Strict adherence to the 30-second time limit will be enforced to prevent a parade bottleneck. Performance groups may ride through the parade route, but loading and unloading time counts in the allotted 30 seconds.

Return entry form & \$5 entry fee on or before Friday November 21 to:
Downtown Sherman Preservation & Revitalization
Post Office Box 2054
Sherman, Texas 75091 – 2054
Please call 903.957.0310 for additional information.

Entries Received after November 21st require \$50 Late Entry Fee.
Line -up placement and detailed information packets will
be mailed the week of December 1.

.....
CASH PRIZES Will Be Awarded in All Categories!!!

2008 Sherman Christmas Parade

Friday, December 5th – Line-up begins at 5:30 PM.

All entries must be in position NO later than 6:30 PM

Judging will take place en route. Winners will be announced at the end of the Parade.

Parade begins at 7:00 PM

Entry fee is \$5.00

Entry deadline is November 21st

Entries received after November 25th subject to \$50 late fee

RULES:

All entries must be decorated in accordance with the theme "Dashing through the Snow" to be eligible for cash prizes.

Exact number of cars required on form so line-up may be planned.

Vehicle entries should be lighted.

NO FIREARMS permitted.

ABSOLUTELY NO SANTAS ALLOWED on entries. Any entry with a Santa will be asked to leave the Parade area.

Judging Criteria:

Float and vehicle entries judged on:

Theme

Lighting

Originality

Creativity

Performance Groups judged on:

Adherence to 30 – second time limit

Originality

Creativity

Precision

**The 2008 Sherman Christmas Parade and
Snowflake Festival brought to you by
Downtown Sherman
Preservation & Revitalization**

November 24, 2008

Dear parade participant,

Congratulations and thanks for being a part of the 2008 Sherman Christmas Parade and Snowflake Festival! We are grateful that you are willing to take the time and effort in this longstanding Sherman tradition!

Your entry number is _____. Copies for the front and back of your vehicle are enclosed. Please display these in the front and back windows of the passenger-side of your vehicle (if applicable). Animal entries please assign the numbers to the first and last person in your group and display them if at all possible. You also have a map of the line-up area showing your line-up position and a map of the parade route.

Line-up begins at 5:30 PM and you must be in position by 6:30 PM. The parade will begin promptly at 7:00 PM. Category winners will be announced at the end of the parade and prizes will be mailed to the address on your application.

To avoid traffic congestion, we ask that people who are to be on or with your entry **MUST ALL ARRIVE WITH YOUR ENTRY**. The best way to do this is to find a parking lot near Downtown and out of the line-up zone in which to assemble. For instance, ask everyone to meet at Braum's at 5:15, and then enter the Zone as a group. **VEHICLES WILL ONLY BE ALLOWED TO ENTER AT THE INTERSECTION OF HOUSTON AND MONTGOMERY.** Vehicles **WILL NOT** be allowed into the Zone to drop people off. Anyone not arriving with his or her entry will have to enter on foot

Animal Entries – Trucks and trailers may be parked in the AgroTech parking lot (see map).

Performance Groups – The judges will be at the reviewing stand located in front of the Courthouse (Travis ST.). Please face the judges when performing. Please remember you have only 30 seconds to perform, taking longer will result in disqualification.

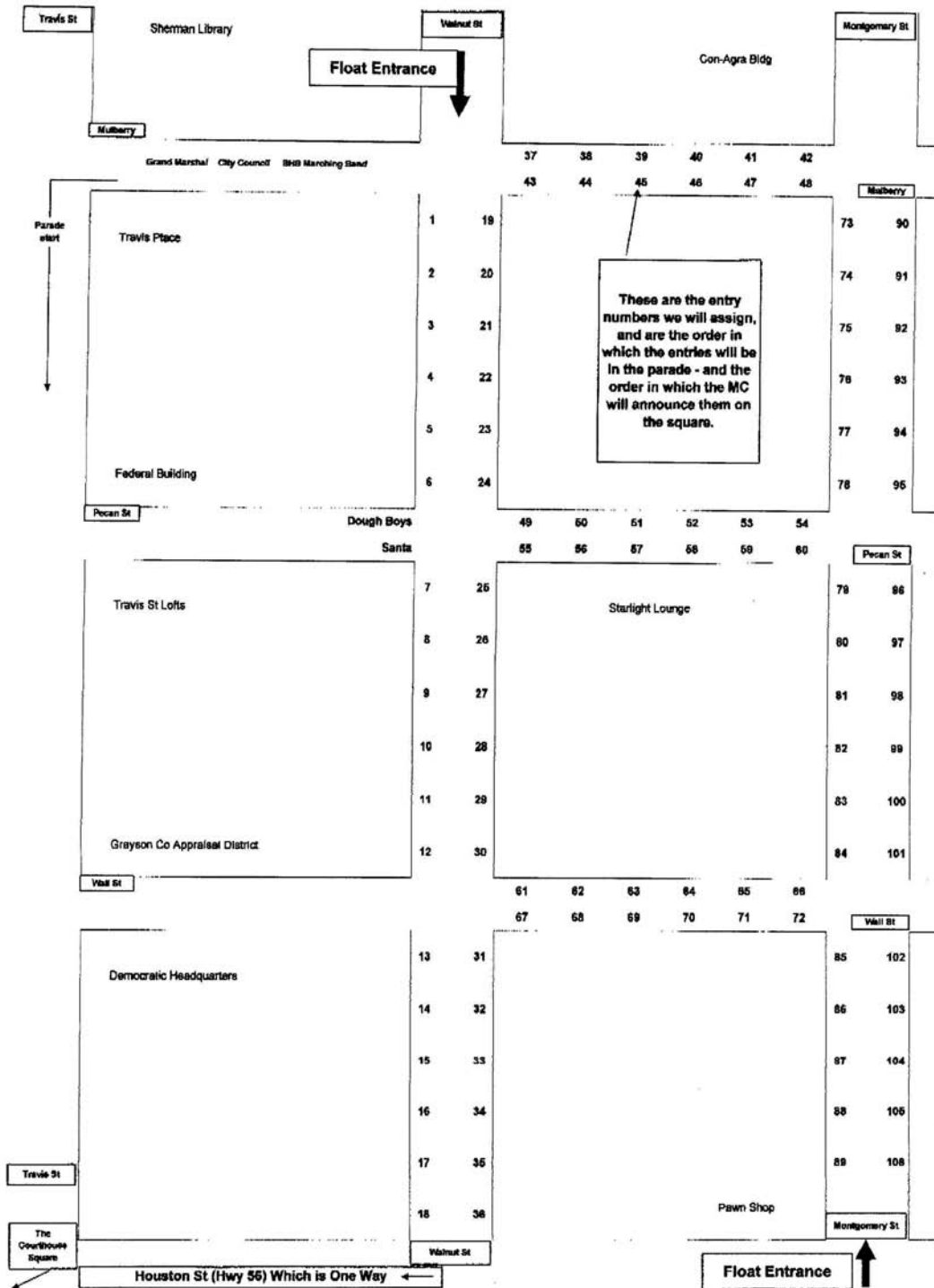
The Big Finish – The Parade is usually so long that it swing back around to the starting point and meets itself, so consider that when you arrive back at Washington St you are finished.

Thanks again for being part of the fun!

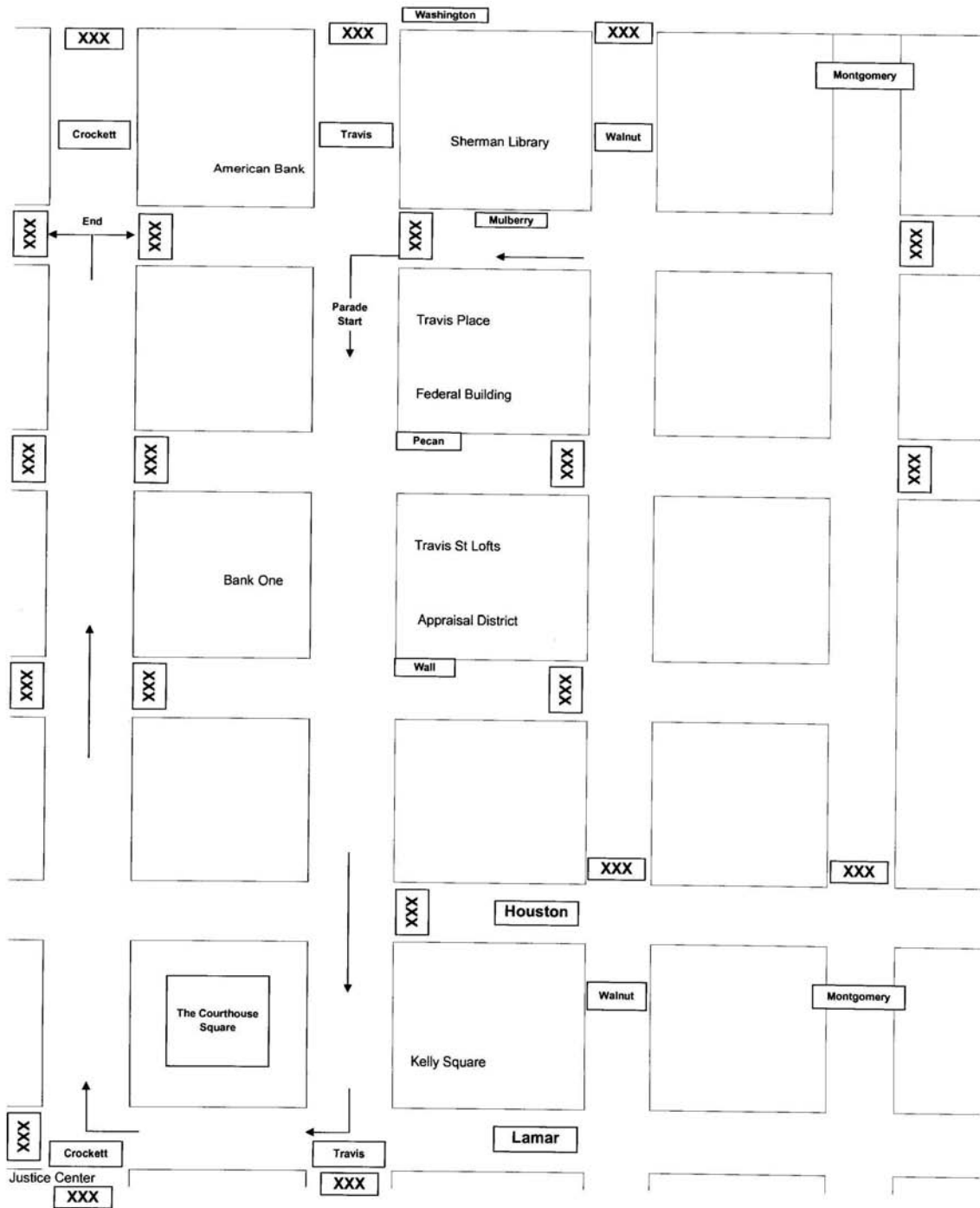
Deron McCraw
Downtown Sherman Preservation & Revitalization

No. 1084 P. 7

2006 Christmas Parade Lineup Layout



2008 Christmas Parade Route
BARRICADES





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.5

OTHER BUSINESS

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 Melchiors, Representative)

Issue

To consider the request of Paul Andrew Huggins (Owner), CMA Architecture (Architects), and Matthijs Melchiors (Representative) for special consideration for a variance to allow lots with no public street frontage in an R-2 (Multi-Family Residential) District concerning the property located at 1002 South Travis Street, being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition

Background

The property is located at 1002 South Travis Street, between Spring and Lark Streets. The lot was formerly the Caprice Apartments, which were destroyed by fire a number of years ago. In December 2007, they were approved for a site plan for an apartment complex. There was some opposition from the residents for the apartment building at that time so the owner decided to look into the option to construct patio homes.

Origination

Paul Andrew Huggins (Owner), CMA Architecture (Architects), and Matthijs Melchiors (Representative)

Board Recommendation

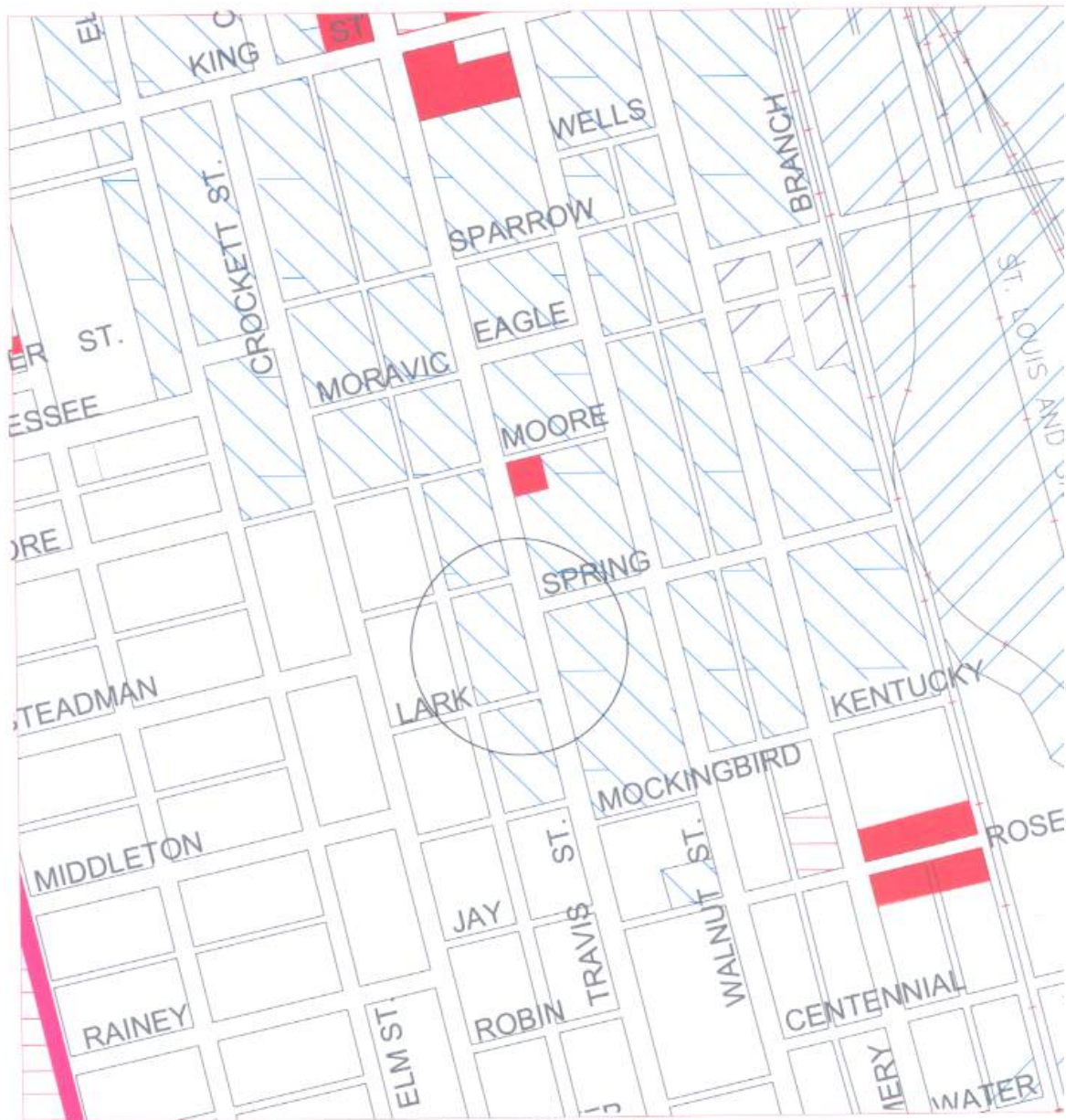
At the regular meeting on October 21, 2008, the Planning and Zoning Board voted 6/0 to approve the variance and forward the request to the City Council subject to the Staff Review and contingent on platting and formal site plan review within one year.

Attachments

Location Map
Photographs
Site Plan
P&Z Communications Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



1002 SOUTH TRAVIS ST.

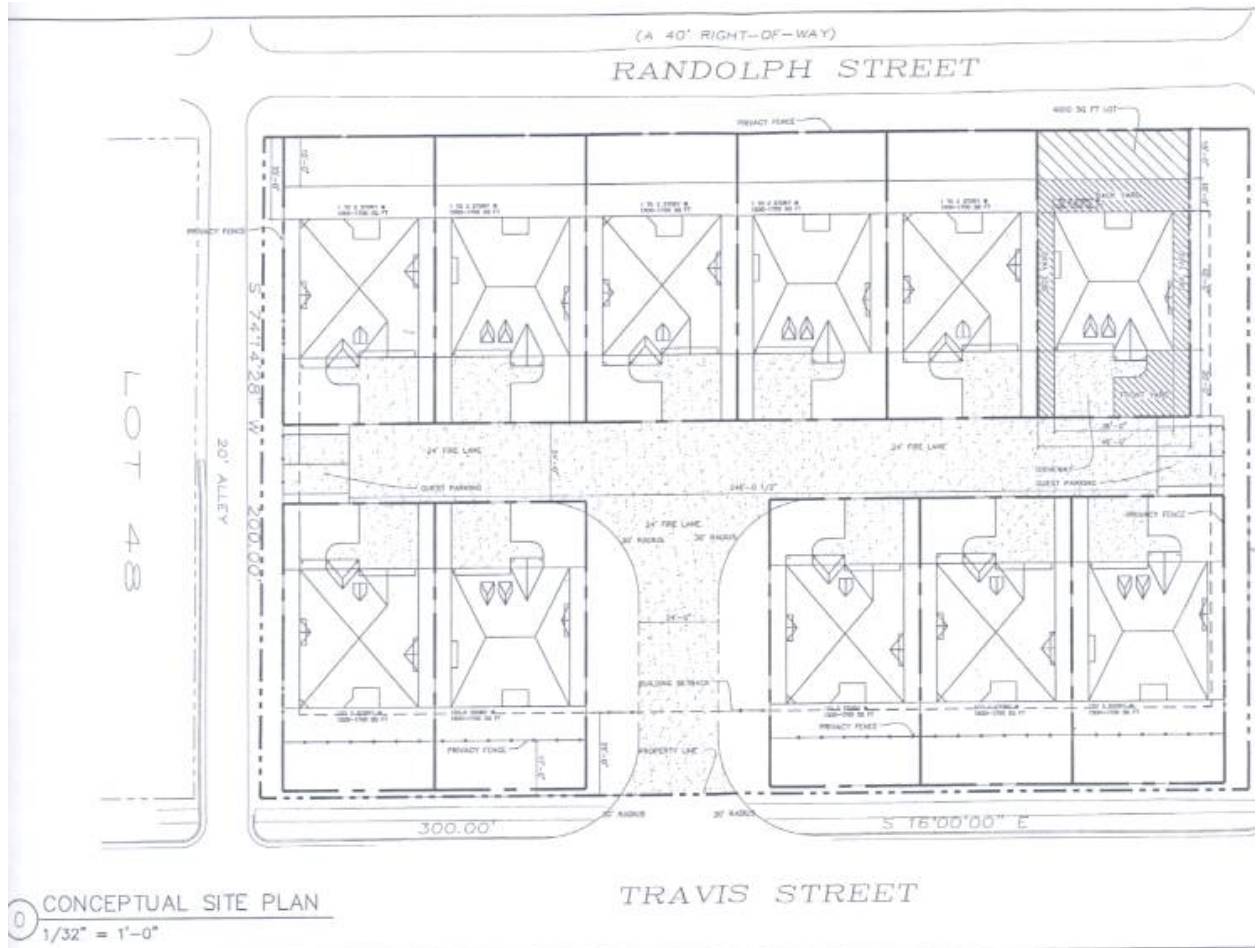
Department of Developmental Services





1002 S. Travis





1002 S. TRAVIS STREET PATIO HOMES
SHERMAN, TEXAS

1/2 AC. SUITE 310
S. 76107-1210
100-00-0000-11111

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 21, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1002 South Travis Street
Being Lot 18R of the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition
Zone Change, Specific Use Permit, Exception/Variance

Requested Action/Proposed Use:

Planning and Zoning Commission

- a. Zone change from an R-2 (Multi-Family Residential) District to an R-1 (One Family Residential) District.
- b. Variance to allow lots with no public street frontage in an R-2 (Multi-Family Residential) District.
- c. Specific Use Permit and Site Plan Approval to allow patio homes in an R-2 (Multi-Family Residential) District.

Board of Adjustments

- d. Exception to allow five (5) lots along Travis Street to be 3,300 square foot lot area in lieu of the required 4,000 square foot for patio homes in an R-2 (Multi-Family Residential) District.
- e. Exception to allow a six (6) foot privacy fence in the front yard of a front line street with a 17' setback in lieu of the permitted height of four (4) feet in an R-2 (Multi-Family Residential) District

Background

The property is located at 1002 South Travis Street between Spring and Lark Streets, The owners would like to change the zoning and construct patio homes on the lots. The lot was formerly the Caprice Apartments which was destroyed by fire a number of years ago.

Adjacent Zoning:

R-1 (One and Two Family Residential) District and R-2 (Multi-Family Residential) District

Origination:

Paul Andrew Huggins (Owner), CMA Architecture (Architects) and Matthijs Melchior (Representative)

Master Plan Designation:

Residential

Number of notices mailed:

17

Objections received:

0

Attachments:

Location map, Photos, Site Plan, Staff Review

Prepared by:
Patsy Reeves, Development Services Secretary

Approved by:
Scott Shadden, Development Services Director

STAFF REVIEW LETTER

October 16, 2008

Paul Andrew Huggins
PO Box 160
Hill Vic, Australia 3128

Matthijs Melchiors
1300 Summit Ave
Ft. Worth, TX 76102-4417

CMA Architecture
200 Bailey Ave., Ste. 310
Ft. Worth, TX 76107-1210
Pottsboro, Texas 75076

Dear Applicants,

Your request for:

- a) Variance to allow lots with no public street frontage in an R-2 (Multi-Family Residential) District.
- b) Specific Use Permit and Site Plan Approval to allow patio homes in an R-2 (Multi-Family Residential) District.
- c) Exception to allow five (5) lots along Travis Street to be 3,300 square foot lot area in lieu of the required 4,000 square foot for patio homes in an R-2 (Multi-Family Residential) District.
- d) Exception to allow a six (6) foot privacy fence in the front yard of a front line street with a 17' setback in lieu of the permitted height of four (4) feet in an R-2 (Multi-Family Residential) District

located at 1002 South Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 21, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

- 1. All aspects of the R-1 (One Family Residential) District, the Patio Homes Ordinance and the Residential Tree and Landscaping Ordinance must be followed.
- 2. A replat is required to be recorded on this property.
- 3. This site plan should be considered conceptual in nature, a more detailed site plan will need to be reconsidered after the property has been replatted into lots.
- 4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
- 5. No provisions are shown on the site plan for trash removal.

Fire Dept.:

6. Required inside turning radius is 35'. Plan indicates a 30' radius with the Fire Lane cutting across a property line. Fire Lane must be unobstructed with a minimum vertical clearance of 14'.
7. Fire Lane must be completed and remain unobstructed during construction
8. There is no indication that the project will be "gated". If security gates are to be added:
 - a. Clear opening of gate must be 24' and have a vertical clearance of 14'
 - b. Gate must operate using approved Knox Key System that will allow fire apparatus to open gate upon arrival and gates to remain open until lock is reset. Contact Fire Marshal for Knox Lock information.

Engineering:

The site plan is conceptual in nature and will not be reviewed officially until a plat is provided.

Some items to consider are:

9. A final plat is required.
10. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
11. The five lots along Travis Street shall extend to the Travis Street property boundary.
12. Due to the fact that there is a gate on the private drive off of Travis Street, a turn around must be provided to prevent traffic from backing onto Travis Street.
13. A utility plan must be provided and approved by the City of Sherman Engineering Department.
14. Drainage must be addressed.

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

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

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

Respectfully,

Scott Shadden,
Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Interim City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

**Final Plat Approval of Bailey Addition; Ben Dye, Owner; Sartin & Associates, Surveyor
(2511 North Travis Street)**

Issue

To consider Final Plat approval of the Bailey Addition

Background

The property is located at 2511 North Travis Street, south of Lamberth Road; a mini-warehouse complex is being developed. The developer would like to plat the property into one lot for commercial development.

Origination

Ben Dye (Owner) and Sartin & Associates (Surveyor)

Board Recommendation

At the October 21, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map

Photos

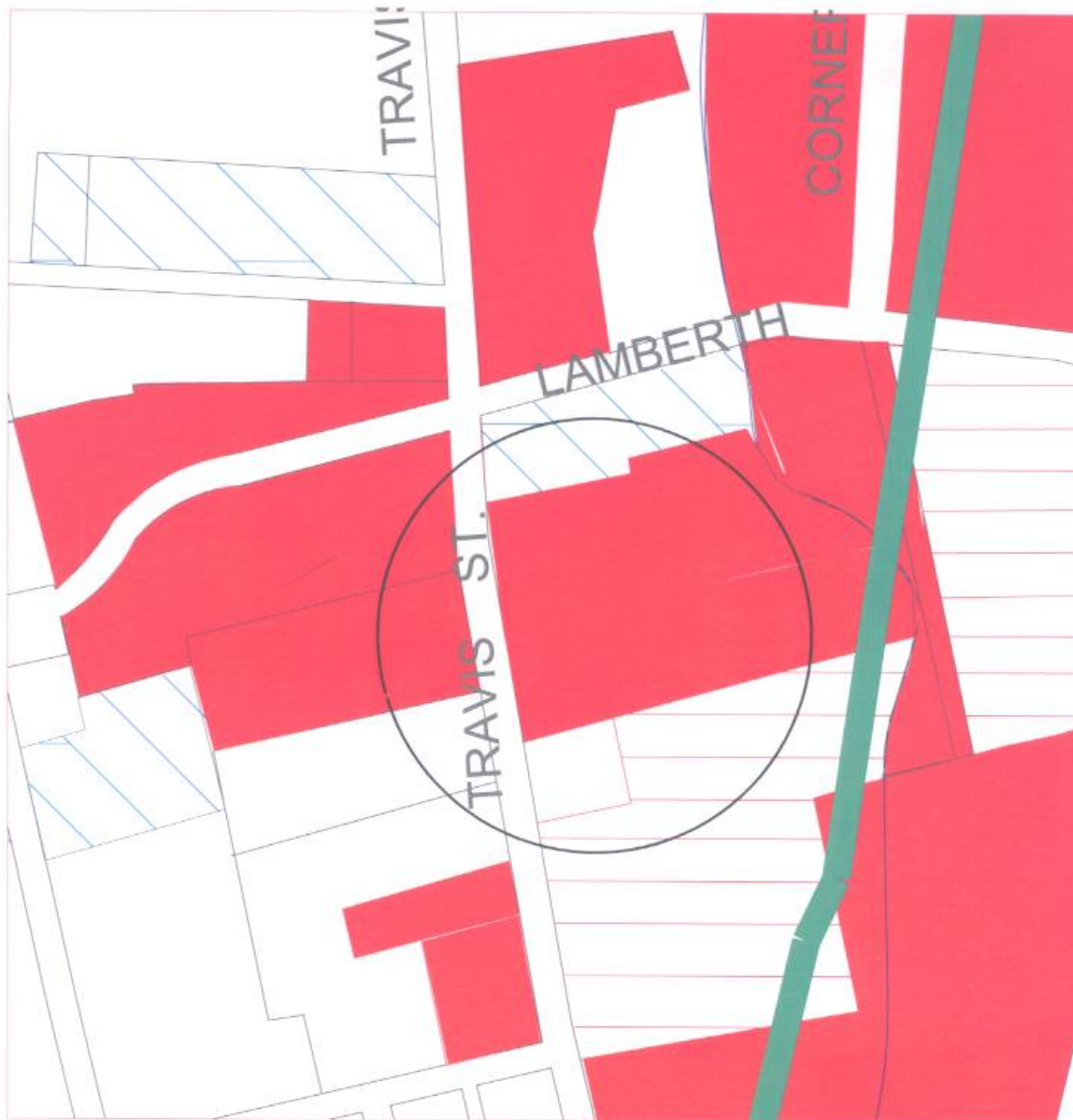
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



2511 NORTH TRAVIS

ENGINEERING DEPARTMENT





J. B. McANAIR SURVEY
ABST. NO. 763



BAILEY ADDITION being 2.52 Acres to the CITY of SHERMAN, TEXAS

Owner & Developer

Ben Dye
604 McLeod Ln.
Sherman, Texas 75082



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
200 E. Tenth, P. O. Box 1893 Sherman, Texas 75081 - 1893
Ph: (817) 897-6001 Fax: (817) 868-7972

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 21, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner
Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley,

2511 N. Travis Street
Being 2.52 acres in the J.B. McAnair Survey, Abstract No. 763
Final Plat

Requested Action/Proposed Use:

Approval of Final Plat of the Bailey Addition.

Background

This is redevelopment of existing property that has never been platted.

Adjacent Zoning:

Retail and Multi-Family Districts

Origination:

Ben Dye (Owner) and Sartin & Associates (Surveyors).

Master Plan Designation:

Retail/Commercial District

Attachments:

Location map
Aerial
Final Plat
Staff Review

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

October 15, 2008

Ben Dye
604 Legend Lane
Sherman, Texas 75092

Dear Applicant,

The request for approval of a Final Plat of the Bailey Addition concerning the property located at 2511 N. Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 21, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. An additional 10' of right-of-way along North Travis Street is required for future widening.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
4. Remove the "Approximate" notation from the Flood Hazard Area on the plat.
5. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Rita Gaither, Development Coordinator
Interim City Attorney
Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75090

Jeff Miller, Director of Public Works
Danny Fuller, Fire Marshal
Scott Shadden, Director of Development Services



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.7

*** OTHER BUSINESS**

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)

Issue

To consider Final Plat approval of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition

Background

The property is 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.

Origination

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)

Board Recommendation

At the October 21, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map

Photos

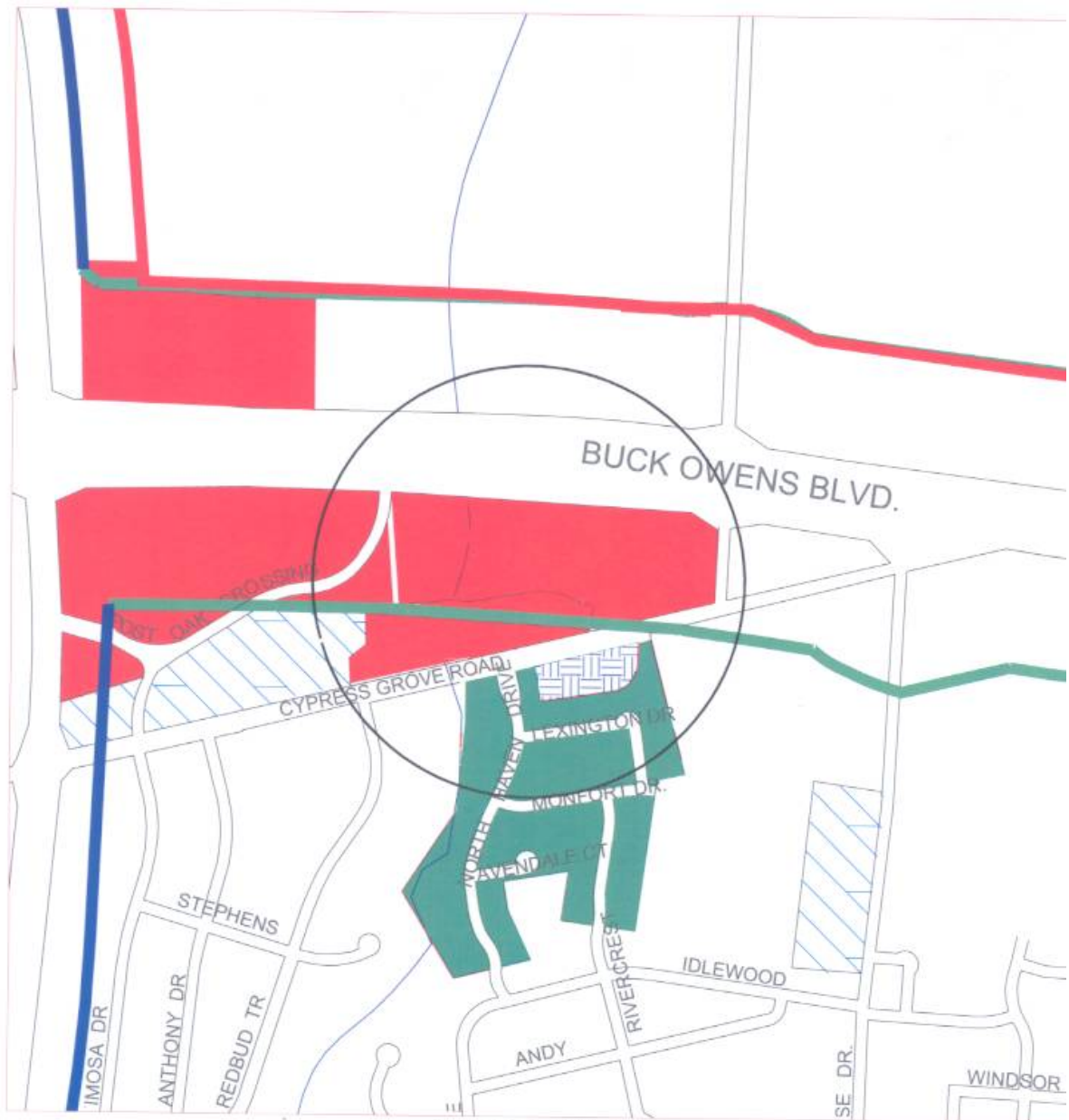
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



1810 U.S. HWY 82

Department of Developmental Services





(c) Copyright 2006, Pictometry International Corp.

Average Scale: 1 inch = 163.3 feet

114.00' to 115.00' and not being the horizontal center of said lot 2.

115.00' to 116.00' and not being the horizontal center of said lot 2.

116.00' to 117.00' and not being the horizontal center of said lot 2.

117.00' to 118.00' and not being the horizontal center of said lot 2.

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173.00' to 174.00' and not being the horizontal center of said lot 2.

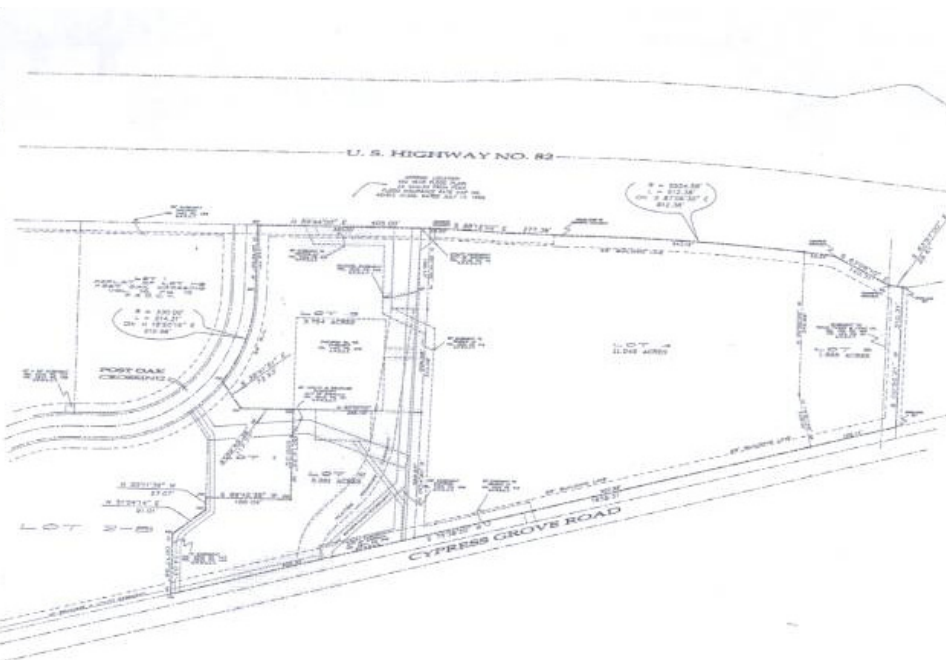
174.00' to 175.00' and not being the horizontal center of said lot 2.

175.00' to 176.00' and not being the horizontal center of said lot 2.

176.00' to 177.00' and not being the horizontal center of said lot 2.

177.00' to 178.00' and not being the horizontal center of said lot 2.

178.00' to 179.00' and not being the horizontal center of said lot 2.



FINAL PLAT OF
CARRUS MEDICAL PLAZA
A REPLAT OF
LOT 2
OF
POST OAK CROSSING EAST ADD
TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

That My 25th
day of May, 1951,
I, the Surveyor,
do hereby certify
that the above
survey was made
in accordance with
the laws of the
State of Texas,
and that the same
is a true and
correct copy of the
original survey
book and plat on
file in the office
of the Surveyor
General of the
State of Texas.

WITNESSED BY ME

DAY OF MAY

1951

Surveyor

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 21, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner
Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley,

1810 U.S. Highway 82 West
Being Lots 2-5 of Post Oak Crossing East Addition, a Replat of
Lots 1-C, 1-D, 1-E and 2-C of Post Oak Crossing Addition
Preliminary Plat and Final Plat

Requested Action/Proposed Use:

Preliminary Plat and Final Plat approval of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition.

Background

This is a replat dividing an existing tract into lots for the purpose of development.

Adjacent Zoning:

SF-1 (Single Family Residential) District and C-1 (Retail Business) District.

Origination:

SDB Partners dba Carrus Specialty Hospital (Owners) Teague, Nall and Perkins (Engineer)

Master Plan Designation:

Retail/Commercial

Attachments:

Location map
Photographs
Preliminary Plat and Final Plat
Staff Review Letter

Prepared by:
Rita Gaither,
Planning & Developmental Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

October 15, 2008

SDB Partners
dba Carrus Specialty Hospital
321 N. Highland, Ste 100
Sherman, Texas 75092

Dear Applicants,

The request for approval of a Final Plat of the Carrus Medical Plaza concerning the property located at 1810 U.S. Highway 82 West has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 21, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Lot numbers need to be changed to Lot 1 – Lot 4.
2. Correction to the field notes need to be made.
3. Floodplain shall be more clearly delineated on the plat.
4. Original tax certificates shall be furnished for the purpose of recording the plat.
5. The Oil Company easement shown under the building shall be relocated and abandoned.
6. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
7. The requirements of the City's Drainage Ordinance are to be met (detention or show lack of impact on receiving stream).
8. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager Scott Shadden, Director of Development Services
 Rita Gaither, Development Coordinator Danny Fuller, Fire Marshal
 Interim City Attorney Jeff Miller, Director of Public Works
 Teague, Nall and Perkins, Chris Schmitt, 200 N. Travis, Ste. 500, Sherman, Texas 75090
 Sterling Engineering & Design Group, LTD, 7171 Hwy 6 North, Ste. 201, Houston, TX 77095



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.8

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.9

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.10

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

Subject: Agenda Item No. D.11

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-17-2008

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
20	21	22	23	24	25	26
27	28	29	30	31		

JULY

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

FEBRUARY

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

AUGUST

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

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

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

APRIL

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

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
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MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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NOVEMBER

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JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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22	23	24	25	26	27	28
29	30					

DECEMBER

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

01/21/08 - 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