

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 16, 2009
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER CHIP ADAMI](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 2, 2009](#)

Special Presentation

- A.5 [SPECIAL PRESENTATION](#)
Announcing the Winner of the Second Annual “Sherman Today” Photo Contest

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5630](#)
Amending Ordinance No. 5103 to Provide for the Removal of “No Parking” Signs Restricting Parking along Portions of North Walnut Street, between Brockett Street and College Street
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5631](#)
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of Frisco Road in the City of Sherman; Fixing Penalties for Violation Thereof

Close Public Hearing and Consider Adoption of Ordinances

- B.3 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - (a) 5630
 - (b) 5631
- B.4 [CONSENT AGENDA](#)
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 * [RESOLUTION NO. 5436](#)

Appointing a Successor Paying Agent/Registrar for the “City of Sherman, Texas, Combination Tax and Tax Increment Revenue Certificates of Obligation, Series 2004 (Reinvestment Zone Number One)”; Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement with Said Bank; Resolving Other Matters Incident and Related Thereto

C.2 * [RESOLUTION NO. 5437](#)

Authorizing Execution of a Contract with Weisinger Water Well, Inc. for Repairs to Russell 1 Trinity Water Well

Requests to Advertise

D.1 * [REQUEST TO ADVERTISE](#)

Construct Phase IV Concrete Solid Waste Parking Lot

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

Repair of a Damaged Storm Sewer at Archer Drive

Payment Approval

D.3 * [PAYMENT APPROVAL](#)

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2009-2010: \$69,645.00

Other Business

D.4 * [OTHER BUSINESS](#)

Consider Request of the Sherman Chamber of Commerce and the Sherman Tourism Department to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 4, 2009

D.5 * [OTHER BUSINESS](#)

Replat Approval of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition, being 19.749 acres in the Uriah Burns Survey, Abstract No. 121; SDB Partners dba Carrus Specialty Hospital, Owners; Sterling Engineering & Design Group, LTD, Developer; Teague, Nall and Perkins, Inc., Engineers; and Underwood Drafting and Surveying, Surveyors (1810 U.S. Highway 82 West)

D.6 * [OTHER BUSINESS](#)

Replat Approval of Lots 1, 2, & 3, Block 5, Exstein’s Maple Addition, being 0.48 acres in the J.B. McAnair Survey, Abstract No. 763; Horace A. Roberson, Owner, and Underwood Drafting and Surveying, Surveyors (316 and 320 North Woods Street)

D.7 [CITIZEN REQUESTS](#)

D.8 [MEDIA QUESTIONS](#)

D.9 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.074 Personnel Matters

- (a) Deliberate the Evaluation of a Public Officer or Employee:
 - (i) Annual Performance Evaluation of the City Manager
 - (ii) Six-Month Evaluation of the City Attorney

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

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: 11-16-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Chip Adami, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CHIP ADAMI



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 2, 2009

STATE OF TEXAS

§

November 2, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 2, 2009.

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

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 Cary Wacker.

Mayor Magers announced that, starting with the November 2, 2009 Council Meeting, the meetings will now be shown at 6:30 p.m. on the Tuesday after the meeting on Cable channel 96 instead of channel 29.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 19, 2009. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Adami. All present voted AYE.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5629 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REDUCING AND RELEASING TO THE CITY OF HOWE, TEXAS, ALL EXTRATERRITORIAL JURISDICTION LOCATED GENERALLY SOUTH OF A COMMON BOUNDARY LINE BETWEEN THE CITIES; AUTHORIZING EXECUTION OF A BOUNDARY AGREEMENT WITH THE CITY OF HOWE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING AN EFFECTIVE DATE.

No citizens appeared before the City Council to discuss Ordinance 5629.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5629

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REDUCING AND RELEASING TO THE CITY OF HOWE, TEXAS, ALL EXTRATERRITORIAL

CALL TO ORDER

APPROVE MINUTES

ORD 5629
EXTRATERRITORIAL
JURISDICTION
WITH HOWE

CLOSE PUBLIC
HEARING

ORD 5629
EXTRATERRITORIAL
JURISDICTION
WITH HOWE

JURISDICTION LOCATED GENERALLY SOUTH OF A COMMON BOUNDARY LINE BETWEEN THE CITIES; AUTHORIZING EXECUTION OF A BOUNDARY AGREEMENT WITH THE CITY OF HOWE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING AN EFFECTIVE DATE.

Mayor Magers explained that there have been a couple of issues with Howe for about 35 years involving the southern border and wastewater. He thanked the City staff for resolving both these issues.

With the approvals tonight, Sherman will have a long-term wastewater contract with the City of Howe and the border issues have been resolved. Sherman now has “clean” borders at Highway 691 and F.M. 902. The City can now concentrate on the western expansion to Highway 289.

ACTION TAKEN.

Motion by Council Member Steele to approve Ordinance No. 5629, as presented. Second by Deputy Mayor Smith.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5432 – AUTHORIZING EXECUTION OF A BOUNDARY AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF HOWE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF BOUNDARY AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF HOWE.

**RES 5432
BOUNDARY LINE
AGREEMENT
WITH HOWE**

RESOLUTION NO. 5433 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CITY OF HOWE FOR THE TREATMENT AND PROCESSING OF WASTEWATER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CITY OF HOWE FOR THE TREATMENT AND PROCESSING OF WASTEWATER.

**RES 5433
WASTEWATER
TREATMENT
AGREEMENT
WITH HOWE**

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution Nos. 5432 and 5433, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5434 – AWARDING A BID TO AND AUTHORIZING THE PURCHASE OF A NEW 1-TON TRUCK AND DUMP BED FROM BOB UTTER FORD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING THE PURCHASE OF A NEW 1-TON TRUCK AND DUMP BED FROM BOB UTTER FORD.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5434, as presented. Second by Deputy Mayor Smith.

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

VOTING NAY: None.

MOTION CARRIED.

RES 5434
PURCHASE OF
TRUCK

RESOLUTION NO. 5435 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JERRY PAUL HIGGINS, LTD. FOR CONSTRUCTION OF THE WILLOW STREET WATER MAIN REPLACEMENT BETWEEN MULBERRY STREET AND PACIFIC STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JERRY PAUL HIGGINS, LTD. FOR CONSTRUCTION OF THE WILLOW STREET WATER MAIN REPLACEMENT BETWEEN MULBERRY STREET AND PACIFIC STREET.

CONSENT AGENDA.

RES 5435
WILLOW STREET
WATER MAIN
REPLACEMENT

OTHER BUSINESS

RECEIVE UPDATE FROM PUBLIC WORKS DIRECTOR JEFF MILLER ON CITY STREET PROJECTS AND INITIATIVES

Jeff Miller, Director of Public Works, presented an update on street projects and initiatives, saying that the City has made tremendous progress in the past couple of years in efforts to improve Sherman streets. He thanked the City Council for their support and effort to make the projects happen.

Mr. Miller said organizational changes have been made in the Street Maintenance Department and they have emphasized “better service, high quality work.” One of the changes has been to assign specific work crews to specific sections of the City.

This section then becomes the responsibility of that crew and they take care of everything including the repair of potholes, street repair, and drainage work. This allows the crew to have a sense of ownership and pride in their section of town and they provide better performance.

During the last Budget Work Session, Mr. Miller said the Street Maintenance Department was given a new responsibility to repair all street utility cuts. The crew is in place and the program has begun. The Department’s goal is to repair the utility cuts within ten days.

STREET PROJECT
UPDATE

When this crew is not repairing utility cuts, they will be repairing broken or damaged curb and gutter. There is a backlog of this type of needed repair.

The new street sweeper will arrive in about four to six weeks and will be much more efficient than past equipment. The goal is to sweep all streets a minimum of four times annually and to sweep the downtown area as needed, at least once each week.

Mr. Miller said two years ago the Thoroughfare Improvement Plan was enacted. The Plan includes building new streets, rebuilding existing streets, and an aggressive mill and overlay program.

With the downturn in the economy, the City was able to bid these projects way under budget. There was a tremendous amount of savings on the projects which was turned into additional projects, and the City was able to resurface an additional nine miles of streets with the money saved.

With the additional streets, the City was able to mill and overlay 25 miles of streets, including all thoroughfares and other highly traveled areas. Other projects that are ongoing include Lamberth Road, Washington Street, and Brockett Street.

Mr. Miller reminded Council Members that there was a short section of Center Street that was still asphalt and they planned to replace it with concrete. The staff feels that it would be more cost effective not to replace this asphalt now since it is still in good shape, since there's not much traffic on Center Street, and since ultimately Center Street will be expanded to four lanes with a center median.

If the Council approves, Mr. Miller said the staff would like to use that money for a project on Loy Lake Road instead. The last section of Loy Lake Road, from Highway 82 almost to Pecan Grove Road, is still asphalt, and is in very bad shape. The area at the intersection with Gallagher Road has possible base failure and pushing of the asphalt.

This project would also allow an opportunity to improve the entrance into Sam's Club, which is sometimes a congested turn. Council Members did feel this would be a better use of the money. Mr. Miller said with Council approval, as funds become available, they would begin the Loy Lake Road project.

ACTION TAKEN.

Motion by Deputy Mayor Smith to take the funds allocated for the Center Street project and move them to the Loy Lake Road project, from Highway 82 to almost Pecan Grove Road, as presented. Second by Council Member Steele.

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

Mr. Miller updated the Council on the other Capital Improvement Street Projects. Brockett Street started very slowly due to major utility relocations that had to occur. The City was not in control of this part of the project and it moved very slowly. The staff is now seeing a lot of progress on the project. With cooperation from the weather, Mr. Miller felt the project could still be completed by December 31, 2009.

The Taylor Street project is now complete and the dips at intersections from Travis Street to Woods Street have been removed. The intersections are now concrete to better control storm water.

The design on Washington Street is now complete and the City is in the process of obtaining right-of-way. There are ten parcels that need to be purchased and the appraisals are complete. The City has obtained one parcel. Construction should begin in early Spring of 2010.

The Lamberth Road project is at about 80% or 85% on the design phase and the appraisal company is working with the land owners to obtain the right-of-way. Construction on this project should also begin in early Spring 2010. The Lamberth Road extension will include a median and two more lanes.

Mr. Miller said the staff has been able to complete all water utility line work along Travis Street and the temporary patches are in place. He hoped to request to advertise in February 2010 to get the mill and overlay completed as early in the Spring 2010 as possible. The only thing keeping the mill and overlay from being completed now is good weather.

Mayor Magers said he has gotten very positive feedback on the work being done on Travis Street. He said citizens are understanding and excited about the project.

Council Member Steele asked about the process and timing for re-striping the streets. Mr. Miller said with the equipment the City had it was hard to lay down a straight stripe for a long distance. Since that time they have redesigned and rebuilt an older piece of equipment and it does a better job on long straight striping. However, now the staff needs good weather to complete the striping projects.

Council Member Steele asked if it would be better to have the contractor handle the re-striping too. Mr. Miller said it was very costly and he and Robby Hefton, Assistant City Manager/CFO, felt it was better to save that money.

Mayor Magers recognized the good job on the various street projects and said he gets lots of positive feedback from residents. He said it was also good to get the extra street repairs out of the money saved from the bid jobs.

Council Member Howeth said there are areas that have curbs mixed in with streets where sections of curb are missing. She asked how it was decided where the curb and gutter repairs were made. Mr. Miller said there is a backlog of needed curb and gutter repairs, but they repair the curb that is already there, not build new curbs where they don't currently exist.

CONSIDER CANCELLATION OF THE FIRST REGULAR MEETING IN JANUARY, 2010

Mayor Magers asked why the last Council Meeting for this year on December 21, 2009, was not being cancelled. Scott Shadden, Director of Development Services, said there will be some Planning and Zoning items that need to be on that agenda prior to the Planning and Zoning Commission Meeting on December 22, 2009.

ACTION TAKEN.

Motion by Deputy Mayor Smith to cancel the first Regular City Council Meeting on January 4, 2010, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

**CANCELLATION OF
COUNCIL MEETING
FOR JAN. 4, 2010**

APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING SEPTEMBER 30, 2009

The City Council approved the Investment Reports for the quarterly period ending September 30, 2009. At the ending of the period, the Operating Portfolio, Debt Proceeds Portfolio, and Tax Note Debt Proceeds Portfolio were all in compliance with applicable State laws and the City's internal Investment Policy.

The Operating Portfolio had a book value of about \$19.9 million, down about \$3 million from three months ago, due to seasonally slow property tax collections. This portfolio is appropriately liquid and its weighted-average maturity decreased to about 70 days, from about 94 days last period, because of maturing securities during the quarter.

The portfolio yield of 0.71% for the quarter is higher than the benchmark yield of 0.17% and the value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance increased about \$2.3 million due to the net effect of bond issuance proceeds received and construction during the period. The portfolio remains adequately liquid and the yield of 0.3% for the quarter is higher than the benchmark yield of 0.17%. The

**QUARTERLY
INVESTMENT
REPORT**

portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Tax Note Debt Proceeds Portfolio balance for the period was \$0, because the remaining funds that existed at June 30 were spent during the quarter on street related projects. This portfolio, which was used to invest funds received from issuance of debt related to the 1/8 cent street sales tax, will no longer be used in the future since those funds have been fully spent.

CONSENT AGENDA.

CITIZENS REQUESTS

VETERAN'S DAY MEMORIAL SERVICES

April Patterson, Tourism Director, appeared on behalf of the Sherman VFW veterans to remind citizens about the Veteran's Day Memorial Service on November 11, 2009, at 11 a.m. at Fairview Park. Congressman Ralph Hall will be the featured speaker.

VETERAN'S DAY
MEMORIAL SERVICES

Prior to that event, at 10 a.m., the Red River Valley Military Vehicle Preservation Association will sponsor a procession from the downtown area to Fairview Park.

MEDIA QUESTIONS

HOWE CONTRACTS

Kathy Williams, Herald Democrat Reporter, asked if the City of Howe has also approved the Boundary Agreement and the Wastewater Treatment Agreement that was considered earlier by the City Council.

HOWE CONTRACTS

George Olson, City Manager, said Howe had approved the agreements at their October 27, 2009 Council Meeting.

COUNCIL COMMENTS

ANNUAL FRIGHT FEST

Council Member Howeth congratulated the staff on a well attended Fright Fest on the Municipal Building grounds.

ANNUAL FRIGHT
FEST

ANNUAL FRIGHT FEST

Council Member Wacker thanked area community groups and the City staff for their participation in the Annual Fright Fest.

ANNUAL FRIGHT
FEST

AUSTIN COLLEGE CELEBRATION

Council Member Wacker said the Austin College community will be celebrating the inauguration of the 15th President, Dr. Marjorie Hass on November 5, 2009.

AUSTIN COLLEGE
CELEBRATION

ANNUAL FRIGHT FEST

Council Member Adami thanked the City staff that worked on the Annual Fright Fest. It was a great success.

ANNUAL FRIGHT
FEST

CENTER STREET PARK

Mayor Magers said his wife attended a soccer game recently at Center Street Park and she was impressed with what a

CENTER STREET
PARK

first rate park it was. People were using the walking trail as soccer games were being played and she was impressed with the first rate, busy park.

BATTLE OF THE AX

Mayor Magers said "Go Sherman," it's the Battle of the Ax this weekend.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:31 p.m.

**BATTLE OF
THE AX**

ADJOURNMENT

MAYOR

CITY CLERK

REPORT TO THE CITY COUNCIL

2009 Status Of
Street Projects & Initiates

Street Maintenance

◆ ***"Better service, high quality work"***

- ◆ New initiatives
 - Utility cut repairs
 - Curb & gutter repair
 - Street sweeping



Enhanced Thoroughfare Program

- ◆ Fast-tracked for savings
- ◆ Extra miles completed
- ◆ Public satisfaction
- ◆ Center Street/Loy Lake Road





Update – CIP Street Projects

- ◆ Brockett Street
- ◆ Taylor Street Intersections
- ◆ Washington Street
- ◆ Lamberth Street
- ◆ Travis Street













SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. A.5

SPECIAL PRESENTATION

Announcing the Winner of the Second Annual “Sherman Today” Photo Contest

Issue

Traci L. Carlson, President of the Sherman Chamber of Commerce, has requested this special presentation to announce the winner of the second annual “Sherman Today” photo contest

Background

The editorial staff of “Sherman Today” sponsored its second annual photo contest in the Summer 2009 issue. The contest required participants to be Sherman residents and pictures to portray some aspect of the quality of life we have in Sherman. Residents were permitted one entry each; and the deadline for entries was July 24, 2009. All entries were voted upon by the editorial committee; and the winning picture is to be published in the Fall issue of “Sherman Today”, with full credits going to the photographer. The picture is to be framed and hung in City Hall, along with a plaque with the author’s name and date. The framed picture will hang in City Hall until the next “Sherman Today” photo contest.

Origination

Traci L. Carlson, President of the Sherman Chamber of Commerce

Prepared and Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5630
Amending Ordinance No. 5103 to Provide for the Removal of “No Parking” Signs
Restricting Parking along Portions of North Walnut Street, between Brockett Street
and College Street

Issue

To amend an existing ordinance to allow parking on the west side of North Walnut Street in the 700 and 800 blocks

Background

Markl & Sons Heating and Air Conditioning (119 East Brockett Street) has requested that the parking restriction on the west side of the Walnut Street be removed so that his employees can park in front of the business. The 700 and 800 blocks of North Walnut Street, located between Brockett Street and College Street, actually is one continuous block; and the street is relatively wide. The “No Parking” signs were removed on the west side of the street 90 day ago on a trial basis and, since then, no public comments or complaints have been received. The parking restriction on the west side of North Walnut Street between College Street and Piner Evans Street should be left in place because the street is narrower.

Origination

John Markl of Markl & Sons Heating and Air Conditioning
Department of Public Services

Financial Consideration

The only cost involved in this change is a small amount of labor to remove several “No Parking” signs.

Staff Recommendation

Amend Ordinance No. 5103 to prohibit parking on the west side of North Walnut Street, only in the 900 block between College Street and Piner Evans Street.

Alternatives

Leave the current “No Parking” ordinance in place.

Attachments

Ordinance No. 5630
Ordinance No. 5103
Exhibit “A” - Location Maps

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5630

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5103 TO PROVIDE FOR THE REMOVAL OF "NO PARKING" SIGNS RESTRICTING PARKING ALONG PORTIONS OF NORTH WALNUT STREET, BETWEEN BROCKETT STREET AND COLLEGE STREET; 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, Section 1 of Ordinance No. 5103, adopted on February 3, 2003 by the City Council of the City of Sherman, Texas, be and is hereby amended to read as follows:

Permanent "NO PARKING" signs shall be in place at the following location within the corporate limits of the City of Sherman:

Along the west side of *North* Walnut Street between ~~Brockett~~ College Street and Piner Evans 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 appropriate markings and signs.

SECTION 3. That, from and after the erection of the "NO PARKING" signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a "NO PARKING" zone, as provided in Section 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

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

SECTION 5. 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 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 _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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

ORDINANCE 5103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE WEST SIDE OF WALNUT STREET BETWEEN BROCKETT STREET AND PINER EVANS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent "NO PARKING" signs shall be in place at the following location within the corporate limits of the City of Sherman:

Along the west side of Walnut Street between Brockett Street and Piner Evans Street.

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

SECTION 3. That, from and after the erection of the "NO PARKING" signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a "NO PARKING" zone. 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.

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 20th day of January, 2003.

ADOPTED on this the 3rd day of February, 2003.

EFFECTIVE DATE on this the 3rd day of February, 2003.

03 013

CITY OF SHERMAN, TEXAS

BY:


TOM OSBURN, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:


CHARLES W. ROWLAND,
CITY ATTORNEY

Exhibit "A"

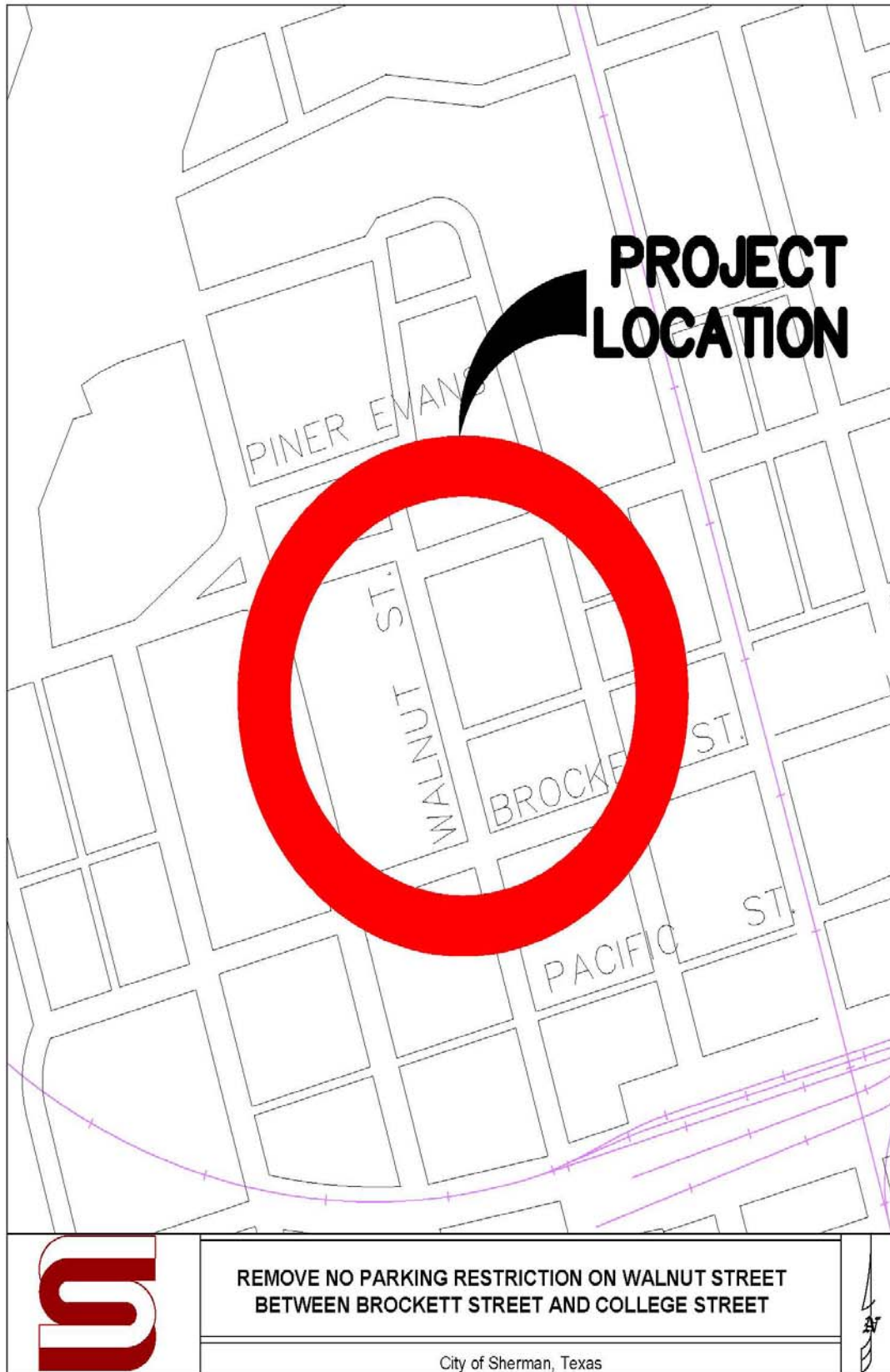


Exhibit "B"



City of Sherman, Texas
Engineering Department

**REMOVE NO PARKING RESTRICTION
ON WALNUT STREET BETWEEN
BROCKETT STREET AND COLLEGE STREET**



0 55 110 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5631

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of Frisco Road in the City of Sherman; Fixing Penalties for Violation Thereof

Issue

To adopt an ordinance to increase the current speed limit on a portion of Frisco Road from 30 miles per hour (mph) to 35 mph

Background

A Sherman resident living in the Cedar Park Village Addition requested that the speed limit on Frisco Road, north of Baker Drive, be increased. The speed limit on this section of Frisco Road is currently 30 mph and, in the past, was set at this speed because of its proximity to the old Sher-Den Mall.

After discussions with the Police Chief and Director of Utilities and Engineering, the decision was made to increase the speed limit on a 90-day trial with certain conditions. The conditions included increasing the speed limit to 35 mph from Baker Drive north to a point north of Gallagher Road, where the speed will be reduced to 30 mph before entering curves (prior to reaching Texoma Parkway). There have been fatal accidents on the first curve north of Gallagher Road. A speed study has shown that the 85 percentile speed is 38 mph. During the 90-day trial, no comments or complaints were received.

Origination

Department of Public Works and the Sherman Police Department

Financial Consideration

The financial impact associated with this ordinance change involves the material and labor for several signs to post the new 35 mph speed limit and then reduce the speed limit back to 30 mph.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance to increase the speed limit to 35 mph between Baker Drive and to a point 150' north of Gallagher Road.

Alternatives

As may be directed by the City Council

Attachments

Ordinance No. 5631

Exhibit "A" – Location Maps

Prepared by:

Jeffrey R. Miller, Director of Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 5631

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF FRISCO ROAD IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; 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 no person shall drive a vehicle upon a public road, street or highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful, but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On Frisco Road, commencing from Baker Road north to a point approximately 150 feet north of Gallagher Road, as shown by Exhibit "A" attached hereto and incorporated herein for all purposes, a speed limit of thirty-five (35) miles per hour will be effective at all times.

SECTION 2. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Exhibit "A"

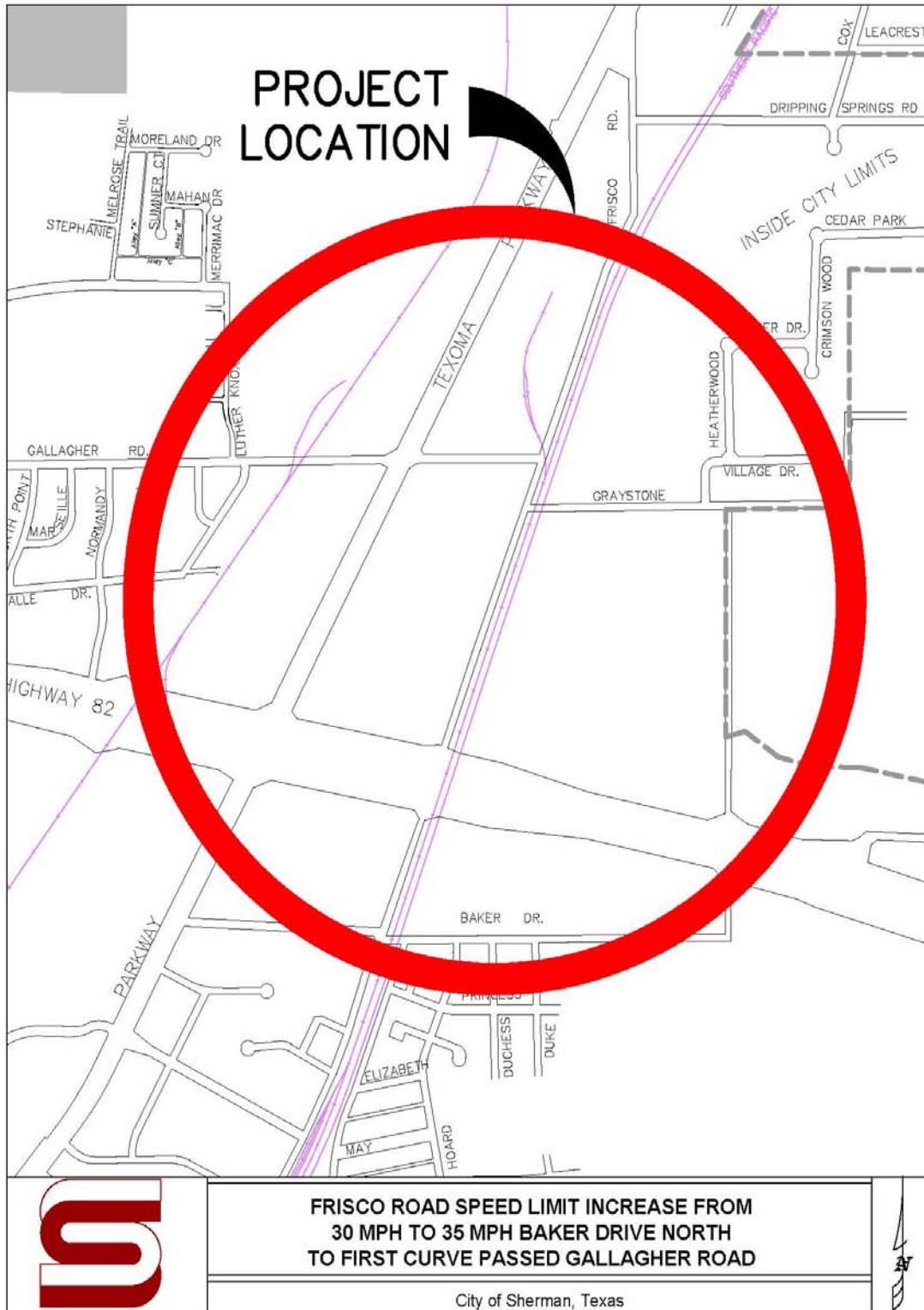


Exhibit "A"



City of Sherman, Texas
Engineering Department

**FRISCO ROAD SPEED LIMIT INCREASE FROM
30 MPH TO 35 MPH, BAKER DRIVE NORTH
TO FIRST CURVE PAST GALLAGHER ROAD**



0 387.5 775 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5630 and 5631

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5630

Amending Ordinance No. 5103 to Provide for the Removal of “No Parking” Signs Restricting Parking along Portions of North Walnut Street, between Brockett Street and College Street

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5631

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of Frisco Road in the City of Sherman; Fixing Penalties for Violation Thereof



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. B.4

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5436

Appointing a Successor Paying Agent/Registrar for the “City of Sherman, Texas, Combination Tax and Tax Increment Revenue Certificates of Obligation, Series 2004 (Reinvestment Zone Number One)”; Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement with Said Bank; Resolving Other Matters Incident and Related Thereto

C.2 * RESOLUTION NO. 5437

Authorizing Execution of a Contract with Weisinger Water Well, Inc. for Repairs to Russell 1 Trinity Water Well

D.1 * REQUEST TO ADVERTISE

Construct Phase IV Concrete Solid Waste Parking Lot

D.2 * REQUEST TO ADVERTISE

Repair of a Damaged Storm Sewer at Archer Drive

D.3 * PAYMENT APPROVAL

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2009-2010: \$69,645.00

D.5 * OTHER BUSINESS

Replat Approval of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition, being 19.749 acres in the Uriah Burns Survey, Abstract No. 121; SDB Partners dba Carrus Specialty Hospital, Owners; Sterling Engineering & Design Group, LTD, Developer; Teague, Nall and Perkins, Inc., Engineers; and Underwood Drafting and Surveying, Surveyors (1810 U.S. Highway 82 West)

D.6 * OTHER BUSINESS

Replat Approval of Lots 1, 2, & 3, Block 5, Exstein’s Maple Addition, being 0.48 acres in the J.B. McAnair Survey, Abstract No. 763; Horace A. Roberson, Owner, and Underwood Drafting and Surveying, Surveyors (316 and 320 North Woods Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5436**

Appointing a Successor Paying Agent/Registrar for the “City of Sherman, Texas, Combination Tax and Tax Increment Revenue Certificates of Obligation, Series 2004 (Reinvestment Zone Number One)”; **Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement with Said Bank; Resolving Other Matters Incident and Related Thereto**

Issue

To appoint a new Paying Agent for the 2004 Tax Increment Financing (TIF) Zone #1 Bonds

Background

Up until now, the City has used JPMorgan Chase (JPM) as the Paying Agent for the 2004 TIF#1 Bonds. The Paying Agent is responsible for collecting principle and interest bond payments from the City and distributing those funds to the bondholders. The City staff has experienced very poor service from JPM and errors in their accounting for payments to be made by the City. The staff is proposing to use Wells Fargo Bank for these services going forward.

Origination

City Manager’s Office and Fulbright & Jaworski, LLP.

Financial Consideration

The cost of \$200.00 per year for these services is a \$300.00 annual reduction from the fees previously charged by JPM.

Staff Recommendation

The staff recommends approval of this resolution at the November 16, 2009 meeting.

Alternatives

No viable alternative exists.

Attachments

Resolution No. 5436

Exhibit A – Paying Agent/Registrar Agreement with Schedule A (Fee Schedule)

Exhibit B – Notice to Holders

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING A SUCCESSOR PAYING AGENT/REGISTRAR FOR THE “CITY OF SHERMAN, TEXAS, COMBINATION TAX AND TAX INCREMENT REVENUE CERTIFICATES OF OBLIGATION, SERIES 2004 (REINVESTMENT ZONE NUMBER ONE)”; APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT WITH SAID BANK; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the “City”) has heretofore authorized the issuance of “City of Sherman, Texas, Combination Tax and Tax Increment Revenue Certificates of Obligation, Series 2004 (Reinvestment Zone Number One)” (the “Obligations”) and JPMorgan Chase Bank, N.A. (“Chase”) currently serves as Paying Agent/Registrar for the Obligations; and

WHEREAS, the City hereby finds and determines that it is in the best interest of the City to appoint Wells Fargo Bank, National Association (“Wells Fargo”) as a successor paying agent/registrar for the Obligations pursuant to the ordinance authorizing the issuance of the Obligations; and

WHEREAS, the City hereby finds and determines that the termination of the paying agent/registrar agreement with Chase and the appointment of Wells Fargo as paying agent/registrar for the Obligations will not disrupt, delay or otherwise adversely affect the payment of the Obligations; and

WHEREAS, the City Manager or the Assistant City Manager is hereby authorized to provide the requisite notice to the appropriate persons at Chase to effectuate this transfer of paying agent/registrar services to Wells Fargo; and

WHEREAS, a written agreement with Wells Fargo setting forth the duties and responsibilities of the Paying Agent/Registrar for such Obligations, has been prepared and submitted to the Council for approval and authorization to execute;

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

SECTION 1. That Wells Fargo is hereby appointed as the successor paying agent/registrar for the Obligations in accordance with the terms and provisions of the ordinance authorizing the issuance of the Obligations. The “Paying Agent/Registrar Agreement” by and between the City and Wells Fargo, attached hereto as Exhibit A, is hereby approved as to form and content, and the Mayor and City Clerk of the City are hereby authorized and directed to

execute such Agreement in substantially the form and content herein approved for and on behalf of the City and as the act and deed of this Council.

SECTION 2. That the City shall cause to be sent to each registered owner by United States Mail, first class postage prepaid the requisite written notice that Wells Fargo has been appointed as the successor paying agent/registrar for the Obligations; such notice to read substantially in the form and content of Exhibit B attached hereto to be sent to each Holder, which notice shall also give the address of the new Paying Agent/Registrar.

SECTION 3. That the City Manager or the Assistant City Manager is hereby authorized to provide a copy of this Resolution to the appropriate person at Chase to inform this entity that it has been replaced by the City as the paying agent/registrar for the Obligations. This notice shall state that the effective date of this transfer is _____, which is at least 60 days from the date hereof.

SECTION 4. That the City Manager or the Assistant City Manager shall coordinate with Chase and Wells Fargo to ensure that all corporate records currently maintained at Chase are transferred in a timely manner to Wells Fargo in order to allow this entity to assume the functions as a successor paying agent/registrar for the Obligations.

SECTION 5. That the City Council hereby authorizes the City Manager or the Assistant City Manager to pay Chase any outstanding fees and expenses owed by the City and to coordinate the delivery of all funds held by Chase to Wells Fargo to effectuate the transfer of paying agent/registrar services.

SECTION 6. 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 _____, 2009.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

This PAYING AGENT/REGISTRAR AGREEMENT (the "Agreement") is entered into as of _____, 2009, by and between the CITY OF SHERMAN, TEXAS, a municipal corporation and political subdivision of the State of Texas in Grayson County, Texas (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Bank"), a banking association organized and existing under the laws of the United States of America and authorized to do business in the State of Texas.

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Sherman, Texas, Combination Tax and Tax Increment Revenue Certificates of Obligation, Series 2004" (Reinvestment Zone Number One) (the "Securities");

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Ordinance.

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance.

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Schedule A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated offices of the Bank located in Minneapolis, Minnesota at Sixth and Marquette, Minneapolis, Minnesota 55479-0113. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Ordinance" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the City Clerk of the of the Issuer or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Record Date" means the last business day of the month next preceding an interest payment date established by the Ordinance.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the Chair, any Vice Chair, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank,” “Issuer,” and “Securities” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class, postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE IV REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein

sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register. The Bank shall maintain a copy of the Security Register within the State of Texas.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. If the book-entry system of securities transfer and registrations shall be discontinued, the Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank’s general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is

allowed the Bank to provide an up-to-date listing or to convert the information into written form. Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Destruction of Paid Certificates. At any time subsequent to six months after the payment thereof, the Bank is authorized to cancel and destroy any Securities duly paid and shall furnish to the Issuer a certificate evidencing such destruction.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Money Held by Bank. The Bank shall deposit any money received from the Issuer into a trust account to be held in a paying agent capacity for the payment of the

Securities, with such money in the account that exceeds the deposit insurance available to the Issuer, provided by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer and, except as expressly provided herein, shall not be subject to compromise, set off, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective on the date hereof or as amended, which establishes requirements for securities to be eligible for such type of depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treating as interest on the Securities and required to be included in gross income of the owner thereof.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days' written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Texas.

Section 6.12. Effective Date. This Agreement shall be effective on _____.

[Remainder of this page intentionally left blank.]

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Austin, Texas

BY: _____
Title: _____
Address: 400 W. 15th Street, 1st Floor,
MAC T5656-13
Austin, Texas 78701-1600

Attest:

Title: _____

CITY OF SHERMAN, TEXAS

BY: _____
Title: Mayor
Address: 220 West Mulberry Street
Sherman, Texas 75091

Attest:

Title: City Clerk

SCHEDULE A

Paying Agent/Registrar Fee Schedule

(See attached.)



Gregory M. Hasty
Wells Fargo Bank
Corporate Trust Services
1445 Ross Avenue, 2nd Floor
Dallas, Texas 75202
Tel: (214) 740-1548
Fax: 1-866-303-5281

SCHEDULE OF FEES

\$2,840,000

City of Sherman, Texas

**Combination Tax and Tax Increment Revenue Certificates of Obligation,
Series 2004**

To act as PAYING AGENT & REGISTRAR

Acceptance Fee:

\$0.00

Initial Fees as they relate to Wells Fargo Bank acting in the capacity of Paying Agent/Registrar – includes creation and examination of the Paying Agent/Registrar Agreement; acceptance of the appointment; setting up of Paying Agent/Registrar records and accounting records; and coordination of closing.

The Acceptance Fee is payable at time of Paying Agent/Registrar Agreement execution.

Annual Administration Fee:

\$200.00

For ordinary administration services by Paying Agent/Registrar – includes daily routine account management; investment transactions; cash transaction processing in accordance with the agreement; and mailing of trust account statements to all applicable parties. Float credit received by the bank for receiving funds that remain un-invested are deemed part of the Paying Agent's compensation. The Annual Administration fees are payable in advance, with the first installment due at closing.

Out of Pocket Expenses:

We only charge for out of pocket expenses in response to specific tasks assigned by the client. Therefore, we cannot anticipate what specific out of pocket items will be needed or what corresponding expenses will be incurred. Possible expenses would be, but are not limited to, express mail and messenger charges, travel expenses to attend closing or other meetings. There are no charges for indirect out of pocket expenses.

This fee schedule is based upon the assumptions listed above which pertain to the responsibilities and risks involved in Wells Fargo undertaking the role of Paying Agent/Registrar. These assumptions are based on information provided to us as of the date of this fee schedule. Our fee schedule is subject to review and acceptance of the final documents. Should any of the assumptions, duties or responsibilities change, we reserve the right to affirm, modify or rescind our fee schedule.

Submitted by: Greg Hasty – September 30, 2009
Vice President/Business Development
Wells Fargo Bank
P: 70467

EXHIBIT B

NOTICE TO HOLDERS

**CITY OF SHERMAN, TEXAS,
COMBINATION TAX AND TAX INCREMENT REVENUE
CERTIFICATES OF OBLIGATION
(REINVESTMENT ZONE NUMBER ONE)**

Wells Fargo Bank, National Association has been appointed successor Paying Agent/Registrar for the above described obligations. The address for such Paying Agent/Registrar is as follows:

Wells Fargo Bank, National Association
400 West 15th Street, 1st Fl.
Austin, Texas 78701

George Olson
City Manager
City of Sherman
220 W. Mulberry
Sherman, Texas 75090



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5437**

**Authorizing Execution of a Contract with Weisinger Water Well, Inc.
for Repairs to Russell 1 Trinity Water Well**

Issue

Equipment replacement at the Russell 1 Trinity Water Well by Weisinger Water Well, Inc.

Background

The Russell 1 Trinity Water Well was struck by lightning on June 2, 2009, resulting in destruction of the pump, meter, wiring and associated equipment. The City's insurance paid \$84,399.80 to replace the equipment.

Origination

Water Utilities

Financial Consideration

The estimated total cost of equipment replacement is \$167,064.00. The remaining \$82,664.20 not reimbursed by insurance will come from the Water Production well repair fund.

Staff Recommendation

It is recommended that the contract for repairs to Russell 1 Trinity Water Well be executed with Weisinger Water Well, Inc. in the amount of \$167,064.00 and that the City Manager be authorized to execute the required contract documents; any additional costs would be approved by City Staff.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5437

Contract

Insurance Settlement

Weisinger Quotation

Location Map

Prepared by:

Mark Gibson, Director of Utilities and Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR REPAIRS TO RUSSELL 1 TRINITY WATER WELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Water Well, Inc. for repairs to the Russell 1 Trinity Water Well in the total amount of One Hundred Sixty-Seven Thousand Sixty-Four Dollars and No Cents (\$167,064.00), 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR

THIS CONTRACT is entered into on _____, 2009, by and between the City of Sherman ("CITY" or "OWNER") and Weisinger Water Well, Inc. ("CONTRACTOR").

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

ARTICLE 1.
PROJECT

- 1.01 The CONTRACTOR shall perform the following services to CITY standards as specified. The project is generally described as follows:

REPAIRS TO RUSSELL 1 TRINITY WATER WELL

ARTICLE 2.
INDEPENDENT CONTRACTOR

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

ARTICLE 3.
CONTRACT TIMES

3.01 *Commencement of Contract*

- A. CONTRACTOR agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY.
- B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed by CONTRACTOR prior to April 30, 2010.
- B. CONTRACTOR agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY.

3.03 *Liquidated Damages*

- A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof approved by the Director of Utilities and Engineering. The parties also recognize the expense and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that, as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY Fifty Dollars and No Cents (\$50.00) for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY Fifty Dollars and No Cents (\$50.00) for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is substantially completed. The parties agree that the amount of Fifty Dollars and No Cents (\$50.00) per calendar day represents a fair and reasonable estimate of the CITY'S damages.

ARTICLE 4. CONTRACT PRICE/CONSIDERATION

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

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

One Hundred Sixty-Seven Thousand Sixty-Four Dollars and No Cents (\$167,064.00).

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

ARTICLE 5. PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Applications for Payment will be submitted by the Contractor and reviewed for completion and processing by the ENGINEER.

ARTICLE 6.
CONTRACTOR'S REPRESENTATIONS

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

- A. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR has carefully studied and understands all the Work and Performance required and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Request for Quotation.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at our contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work of the Contract Price, within the Quoted Times, and in accordance with the other terms and conditions.

ARTICLE 7.
CONTRACT DOCUMENTS

7.01 *Contents*

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

ARTICLE 8.
NOTICE

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

If intended for CITY, to:
Designee: Mark Gibson
Address:
P.O. Box 1106
Sherman, TX 75091-1106

If intended for CONTRACTOR, to:
Designee: Scott Weisinger
Address:
P.O. Box 2608
Conroe, TX 77305

ARTICLE 9.
MISCELLANEOUS

9.01 *Terms*

- A. Terms used in the Contract will have the meanings indicated.
- B. The Term “Engineer” in this Contract shall mean the City of Sherman Director of Utilities and Engineering.

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken; and all remaining provisions shall continue to be valid and binding upon CITY and

CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

- A. CONTRACTOR agrees to defend, indemnify and hold City, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses including attorneys fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms of provisions of this agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this agreement (hereinafter "claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability.
- B. CONTRACTOR is expressly required to defend the CITY against all claims for which the City becomes liable. In its sole discretion, CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend any indemnify CITY, unless such a right is expressly waived by CITY in writing by the City Manager, Approved by the City Attorney, and properly authorized by the City's Council. CITY reserves the right to provide a portion or all of its own defense; however, CITY is under no obligation to do so. Any such action by CITY is not to be construed as a waiver of CONTRACTOR'S obligation to indemnify the CITY pursuant to this contract. CONTRACTOR shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under the contract. If CONTRACTOR fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all expenses incurred by CITY in defense of claims for which CONTRACTOR is liable under this paragraph.

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

9.07 *Choice of Law Venue*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

9.10 *Contract Interpretation*

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

This Contract will be effective on _____, 2009.

CITY OF SHERMAN

WEISINGER WATER WELL, INC.

George Olson
City Manager

Scott Weisinger
President

DATE:

DATE:

APPROVED AS TO FORM:

Brandon S. Shelby
City Attorney

Weisinger Water Well, Inc.

2200 East Davis St.
Conroe, Texas 77301
(936)756-7721 (281)353-8484
(936)756-7723 fax

September 3, 2009

City of Sherman
243 La Cima Dr.
Sherman, Texas 75092

Attn: Oscar Canales

Re Russell 1 Trinity Repairs
Centrilift Quote

Mr. Canales,

Please find below the quote for the Centrilift pump option.

-Provide new HC 12500 13 stage Centrilift pump	\$24,000.00
-Provide new Seal HSB3 INV CUW CL5	\$14,704.00
-Provide new Centrilift 150 hp, 460 volt, 193 amp motor and 725 series 5 KV motor lead	\$50,590.00
-Provide 1130' of new #2/0 stranded 5 KV 90C stranded cable galvanized armor jacket flat cable with factory splice	\$45,539.00
-Provide 6"x20' tapered sch. 40 column \$654.00/jt.(20 jts.)	\$13,083.00
-Provide 1140' of new 1/4" stainless steel airline with kit	\$2,733.00
-Miscellaneous items to install pump	\$1,000.00
-Provide lift nipple for pump	\$265.00
-Provide trucking to site	\$2,300.00
-Provide necessary rig, labor and equipment to install pumping equipment in well	\$10,350.00
-Disinfect well, collect bacteriological sample and perform 12 hr. test	\$2,500.00
Estimated Total	<u>\$167,064.00</u>

Estimated delivery is approximately 1-2 weeks from date of order.

We thank you for the opportunity to offer you our services as we wait for your response.

Sincerely,
B.J. Alldredge



JEARL GIBSON & ASSOC. CLAIMS SERVICE

2007 TEXOMA PKWY. SUITE# 180

SHERMAN, TX 75090

Office: (903) 892-3779

FAX: (903) 892-3698

Estimate

Claim No. 0900156884

File No. 8S2158L	Policy No.	Date of Loss 06/02/2009	Report First	Report Date 09/10/2009	Adjuster Landon Jestis
Insured City of Sherman	Address P.O. Box 1106 Sherman, TX 75090	Office (903) 892-7258	Home	FAX	
Loss Address	2720 S US Hwy 75 Sherman, TX 75090				
Contact Dewayne Sutherland	Address P.O. Box 1106 Sherman, TX 75090	Office (903) 892-7258	Home	FAX	
Claimant	Address			FAX	
Contractor	Address			FAX	

Building

Limit: \$410,800.00 Deductible: \$5,000.00

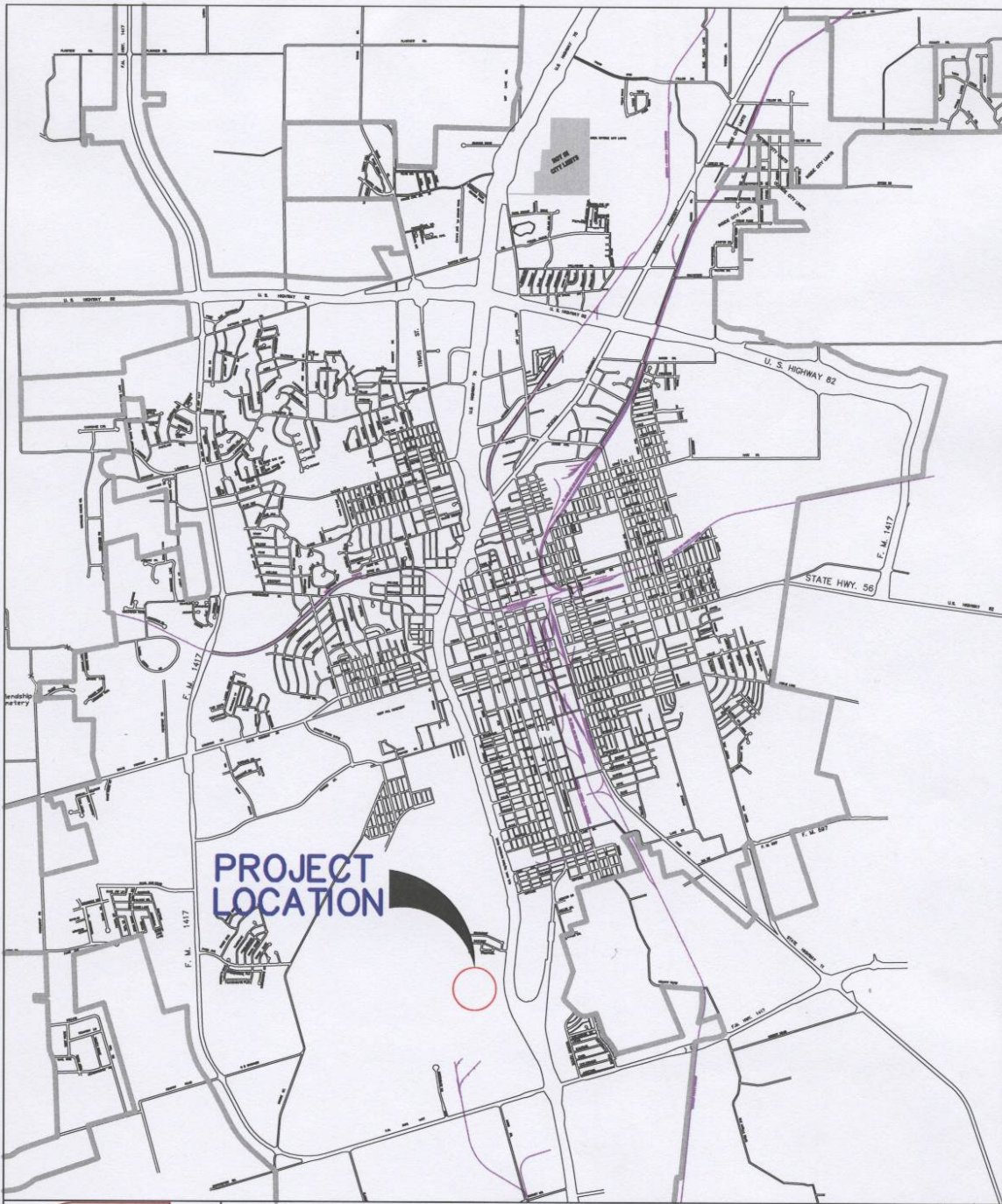
Water Well System

Operation	Qty	Unit	Description	Cost	RC	DEP	ACV
Replace	1		Well Motor, per invoice	50,590.00	50,590.00	20,236.00	30,354.00
Replace	1		Well Motor Seal, per invoice	14,704.00	14,704.00	5,881.60	8,822.40
Replace	1		1130' #2/0 armor jacket cable, per invoice	45,539.00	45,539.00	18,215.60	27,323.40
Replace	1		Miscellaneous material for splicing & installation of equip., per invoice	1,000.00	1,000.00	400.00	600.00
Charge	1		Trucking of equipment to site, per invoice	2,300.00	2,300.00	0.00	2,300.00
Charge	1		Labor to install well equipment, per invoice	10,350.00	10,350.00	0.00	10,350.00
Charge	1		Disinfect well, bacteriological sample, per invoice	2,500.00	2,500.00	0.00	2,500.00
Charge	1		Cost for extracting the well equipment for inspection, per invoice	7,150.00	7,150.00	0.00	7,150.00

Water Well System Totals:			134,133.00	44,733.20	89,399.80
----------------------------------	--	--	------------	-----------	-----------

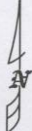
	RC	R DEP	NR DEP	ACV
Building Loss:	134,133.00	44,733.20	0.00	89,399.80
Totals:	134,133.00	44,733.20	0.00	89,399.80

Maximum Recoverable Depreciation	44,733.20
Total Loss	134,133.00
Less Deductible Applied	5,000.00
Total Claim	129,133.00
Less Recoverable Depreciation	44,733.20
ACV Claim	84,399.80



**Location Map
RUSSELL STATION WATER PLANT**

City of Sherman, Texas





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**

Construct Phase IV Concrete Solid Waste Parking Lot

Issue

To request permission to advertise for bids to build the fourth phase of a new concrete driving/parking area at the Solid Waste Department, South Plant location

Background

The Solid Waste Department has developed a multi-year improvement project to upgrade the heavy equipment driving and parking areas around their transfer station and office complex. The fourth phase of the planned five-phase project is scheduled to be constructed this fiscal year. This particular phase is currently asphalt and is located in an area on the north side of the transfer station that has failed due to the weight of the trucks driving on it. This area is driven across by heavy trucks traveling to an area where they are parked as they come out of service.

Origination

Department of Public Works

Financial Consideration

Funds in the amount of \$60,000.00 were appropriated in this year's Capital Improvement Program budget.

Staff Recommendation

Advertise for bids to construct a concrete parking/driving area at the Solid Waste Department.

Alternatives

As may be recommended by the City Council

Attachments

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.2

*** REQUEST TO ADVERTISE**

Repair of a Damaged Storm Sewer at Archer Drive

Issue

Request permission to seek bids to repair a damaged storm sewer near Archer Drive

Background

Recent heavy rains and high water levels in Sand Creek have contributed to significant bank erosion and the subsequent failure of a portion of the storm sewer constructed from Archer Drive to Sand Creek (located near Westwood Village Shopping Center). Failure to repair the sewer and protect it from future high water levels in the creek will result in further damage. Teague, Nall, and Perkins is currently preparing the engineering plans and specifications and will be ready soon to advertise for bids.

Origination

Department of Public Works

Financial Consideration

This problem was identified last year and funds were appropriated in this fiscal year's Capital Improvement Program (CIP) budget.

Staff Recommendation

Advertise for bids to reconstruct the storm sewer and properly protect it from future damage.

Alternatives

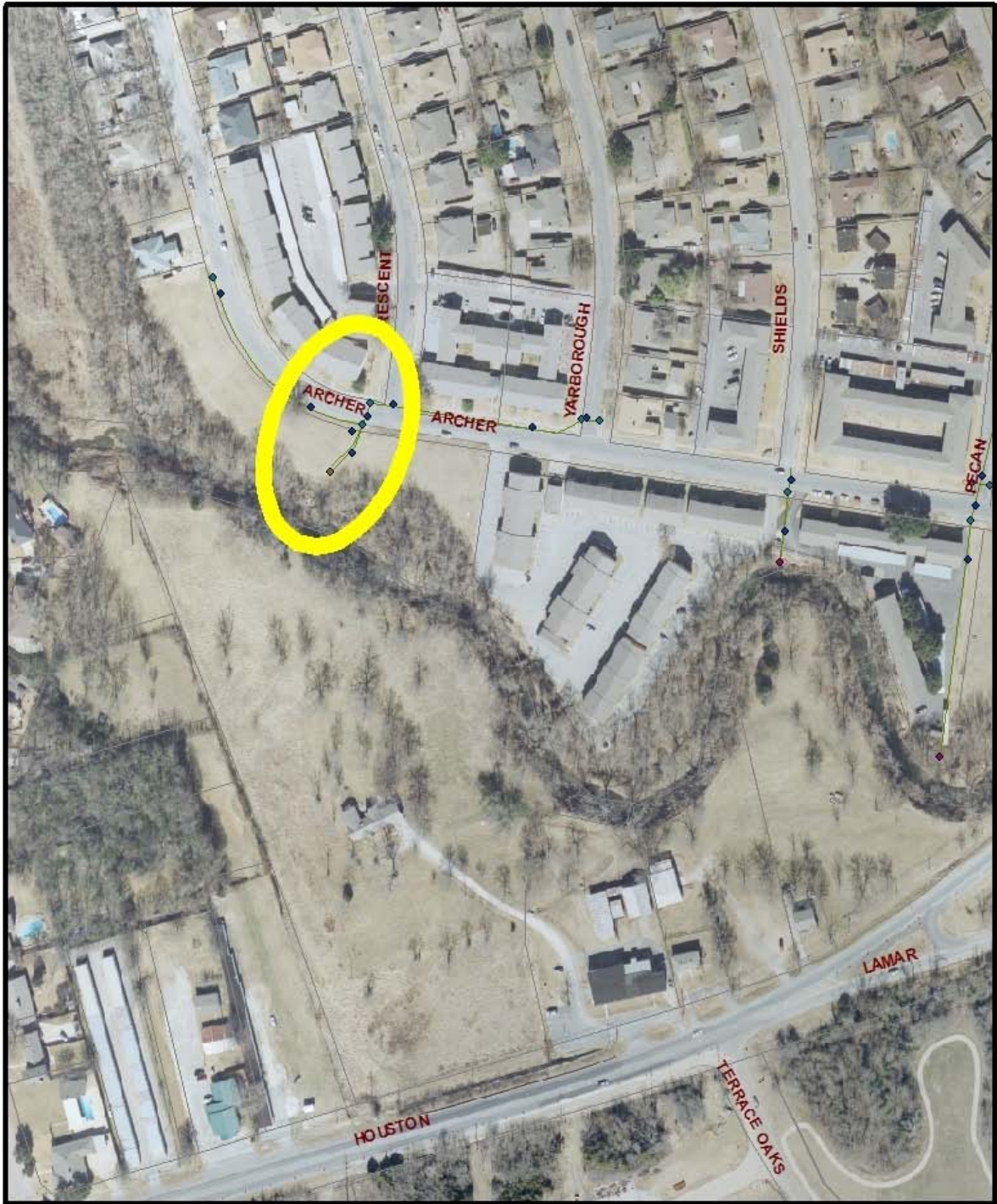
Those as may be recommended by the City Council

Attachments

Location map

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager



City of Sherman, Texas
Engineering Department

**REQUEST TO ADVERTISE -
DAMAGED STORM SEWER
ARCHER DRIVE**



0 60 120 240 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.3

*** PAYMENT APPROVAL**

**Texas Commission on Environmental Quality (TCEQ)
Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2009-2010:
\$69,645.00**

Issue

To approve payment of the annual Consolidated Water Quality Assessment Fee to the Texas Commission on Environmental Quality (TCEQ) for fiscal year (FY) 2009-2010 in the amount of \$69,645.00

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. Following rate increases passed by the 2009 Texas Legislature, TCEQ now charges up to \$1,090.00 per million gallons per day (MGD) of flow and up to \$23.00 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) up to an additional \$3,120.00. Since the full rate increase was not applied this year, our assessed fee is \$69,645.00. TCEQ must receive payment of this fee by November 30, 2009, or late penalties will be applied.

Origination

TCEQ

Financial Consideration

Funds for this expenditure are budgeted and available in the FY 2009-2010 budget.

Staff Recommendation

It is recommended the City Council approve payment of this \$69,645.00 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

[illegible]

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

69,645.00

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

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

CEO VIPP Form AR41A 02-16-06

OCT16, 09

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



TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

SHERMAN, CITY OF
ATTN: WASTEWATER SUPERINTENDEN

P0 BOX 1106
SHERMAN TX 75091-1106

ACCOUNT NO.	BALANCE DUE
23001889	69,645.00

☐ 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**

0023001889 1533360 00069645001130094

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WASTEWATER TREATMENT FACILITY
CONSOLIDATED WATER QUALITY FEE ESTIMATE REPORT FOR FY 2010

Customer Name: SHERMAN, CITY OF

PO BOX 1106
SHERMAN TX 75091-1106

Permit Number : WQ0010329-001

Facility Name : POST OAK WWTP

Permit Type : Public Domestic

Customer Name : SHERMAN, CITY OF

Account Number: 0023001889

Permit Categories	Value	Fee Assessment
-----	----	-----
Flow:		\$ 13,600.00
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	\$ 69,645.00

***** 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.

(c:\data\sheets\wck_potw\wwfeehist, Tab=Hist2)

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)
2010	--	--	69645	69645	(Rate increase this year)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.4

OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce and the Sherman Tourism Department to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 4, 2009

Issue

The Sherman Tourism Department and the Sherman Chamber of Commerce have submitted a request to close certain streets in the Downtown area for the annual Sherman Christmas Parade on Friday, December 4, 2009.

Background

Tourism Director April Patterson and Chamber President Traci Carlson have requested that participants 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 3:00 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

April Patterson, Sherman Tourism Director; Traci Carlson, Sherman Chamber of Commerce President

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

Ms. Patterson's Memo dated November 11, 2009; Parade Entry Form and Related Information; Map of Proposed Route; and Barricade Location Map

Prepared and Approved by:
George Olson, City Manager

Memorandum



To: George Olson, Sherman City Manager
From: April Patterson, Director of Sherman Department of Tourism
Date: 11/11/2009
Re: Christmas Parade 2009

The annual Sherman Christmas Parade is in the planning stages, and this year the event is a joint effort between the Sherman Dept. of Tourism and the Sherman Chamber of Commerce. The details are as follows:

- Parade is Friday, Dec. 4, at 7 p.m.
- Floats and other entries are to be in line-up position by 6:30 p.m.
- The Snowflake Festival will be held in conjunction with the Parade on the Grayson County Courthouse Lawn, Friday from 3 p.m. until the end of the Parade, and Saturday from 9 a.m.-4 p.m.

The Dept. of Tourism and the Sherman Chamber request the following items from the City of Sherman:

1. Block off the parking spaces on the north and east sides of the Courthouse (Houston Street and Travis Street) to allow for the set-up for the reviewing stand, vendor set-up, and the set-up of other staging areas for the Christmas Parade. Set-up will begin at 9 a.m. on Friday, Dec. 4.
2. Put up barricades to close the following streets for entry line-up:
 - North side, Houston & Walnut
 - North, Houston & Montgomery
 - West, Mulberry & Montgomery
 - West, Wall & Walnut
 - West, Walnut & Pecan
 - North, Walnut & Washington
 - West, Pecan & Montgomery

November 11, 2009

3. Put up barricades to close the following streets for the Parade route:

- Houston & Travis
- Lamar & Travis
- Lamar & Crockett
- Crockett & Wall
- Crockett & Pecan
- Crockett & Mulberry
- Travis & Washington

In years past, problems have been reported at the intersection of Crockett and Lamar streets, along with Travis & Washington streets. We suggest adding a "Street Closed Ahead" sign at the following locations: on Lamar Street at Elm and/or Rusk (to indicate closure of Lamar); at Travis and Brockett streets (to indicate closure of Travis); and at Washington and Crockett streets (to indicate closure of Crockett). Indicating a "Detour" route at each of those locations might help reroute traffic, but of course that suggestion is made understanding the limited resources of the city might not allow for such a request.

We also request three additional barricades and 12 traffic cones should the need for them arise.

Please drop those off at the parking lot on the northeast corner of Walnut and Mulberry streets.

John Murphy, a veteran volunteer of the Parade, will be in charge of logistics again this year. He can answer questions regarding those logistics, and I can provide his contact information to city staff if necessary.

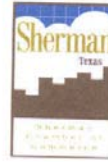
Please don't hesitate to contact myself or Traci Carlson, Sherman Chamber President, with any questions or concerns. Attached is an entry form with Parade guidelines, along with a map showing the Parade route, Parade line-up, necessary street closures, and barricade locations.

It is a pleasure for our organizations to work with Public Works Director Jeff Miller and Sherman Police Chief Tom Watt on the Parade; they, along with their staff, have been most helpful in preparation for the event, and we appreciate the hard work that goes into planning, setting up, and working the event.

April Patterson
Director, Sherman Dept. of Tourism
903.957.0310
aprilp@ci.sherman.tx.us

2009 Sherman Christmas Parade

Presented by:



Friday, Dec. 4, 2009

7 p.m.

Downtown Sherman

RULES & GUIDELINES

REGISTRATION

Entry fees: Commercial - \$30 (Chamber members - \$20) Non-commercial - \$15

Registration deadline is Thursday, Nov. 19.

**Any registrations received after Nov. 19 require \$60 late-entry fee.*

All registrations should be submitted to the SHERMAN CHAMBER OF COMMERCE at 307 W. Washington, Suite 100 (in the Bank of Texas Building) Sherman, TX 75090.

Line-up placement and detailed parade information will be mailed the week of Nov. 30.

PARADE

Friday, Dec. 4, 2009

Line-up begins at 5:30 p.m.

All entries must be in position NO
LATER than 6:30 p.m.

Parade begins at 7 p.m.

Judging will take place en route;
winners will be announced at the
end of the parade.

JUDGING CRITERIA

Float & vehicle entries judged on:

- Theme - Lighting - Creativity - Originality

Performance groups judged on:

- Adherence to 30-second time limit
- Originality - Creativity - Precision

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.

RULES

All entries must be decorated in accordance with the theme "Old Town Christmas" to be eligible for prizes.

Exact number of vehicles are required on the registration form so the line-up may be planned.

All vehicle entries should be lighted.

No firearms permitted.

All entries are prohibited from throwing items into the crowd, such as candy, beads, prizes, etc.

Absolutely no Santas allowed on entries; any entry with a Santa will be asked to leave the parade area.

All entries are allowed to participate at the discretion of the Sherman Department of Tourism and the Sherman Chamber of Commerce; these groups reserve the right to refuse participation at any time before or during the parade.

WWW.SHERMANTX.ORG

903.957.0310

2009 Sherman Christmas Parade

Presented by:



Friday, Dec. 4, 2009

7 p.m.

Downtown Sherman

PARADE ENTRY FORM

Name of group: _____

Contact person: _____

Daytime phone: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

.....
Category (circle all that apply):

Commercial Float
Equestrian

Non-commercial Float
Decorated Car/Truck

Performance Group
Decorated Motorcycle

.....
Number of people: _____

Estimated length: _____

Music (circle one): yes no

Return registration form & entry fee on or before Thursday, Nov. 19 to:
SHERMAN CHAMBER OF COMMERCE
307 W. Washington, Suite 100 (in the Bank of Texas Building)
Sherman, TX 75090

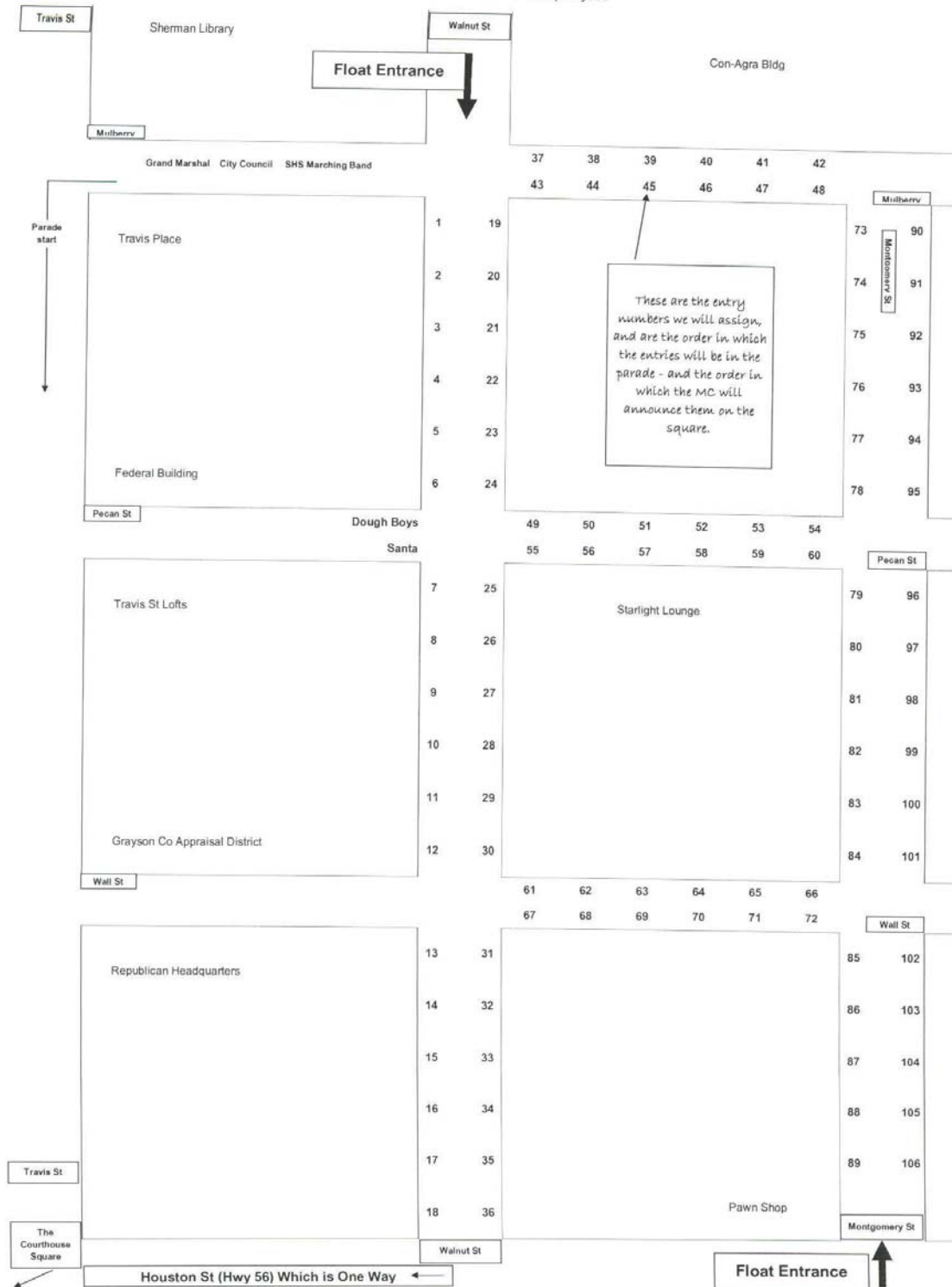
ENTRY FEES: Commercial - \$30 (Chamber members - \$20) Non-commercial - \$15

*Any registrations received after Nov. 19 require \$60 late-entry fee.

FOR STAFF USE ONLY:

AMOUNT _____ CASH _____ CHECK # _____

2009 Christmas Parade Lineup Layout



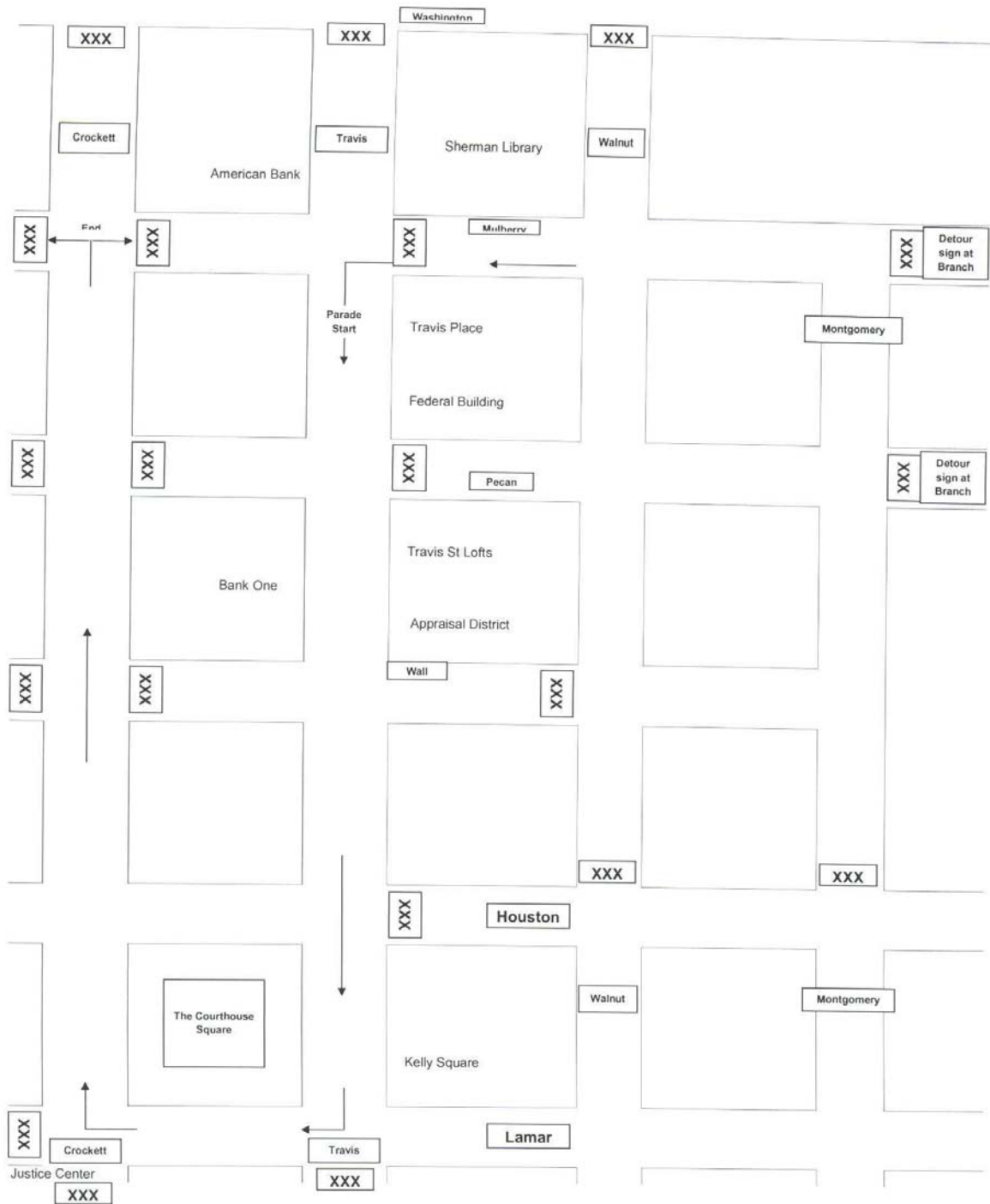
11/11/2009 12:39 PM

ParadeMap map

[illegible]

ParadeMap The Route

2009 Christmas Parade Barricade Placement



11/11/2009 12:40 PM

ParadeMap barricade placement



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Replat Approval of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition, being 19.749 acres in the Uriah Burns Survey, Abstract No. 121; SDB Partners dba Carrus Specialty Hospital, Owners; Sterling Engineering & Design Group, LTD, Developer; Teague, Nall and Perkins, Inc., Engineers; and Underwood Drafting and Surveying, Surveyors (1810 U.S. Highway 82 West)

Issue

To consider Replat approval of Carrus Medical Plaza, a Replat of Lot 2 of Post Oak Crossing East Addition, being 19.749 acres in the Uriah Burns Survey, Abstract No. 121

Background

The property is located at 1810 U.S. Highway 82 West. Carrus Specialty Hospital is under construction at this time. This Replat is to reconfigure four adjacent lots into five lots, realigning the tracts with the creek to maximize the lots for commercial development.

Origination

SDB Partners dba Carrus Specialty Hospital (Owners); Sterling Engineering & Design Group, LTD (Developer); Teague, Nall and Perkins, Inc. (Engineer); and Underwood Drafting & Surveying (Surveyors)

Board Recommendation

At the October 20, 2009 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

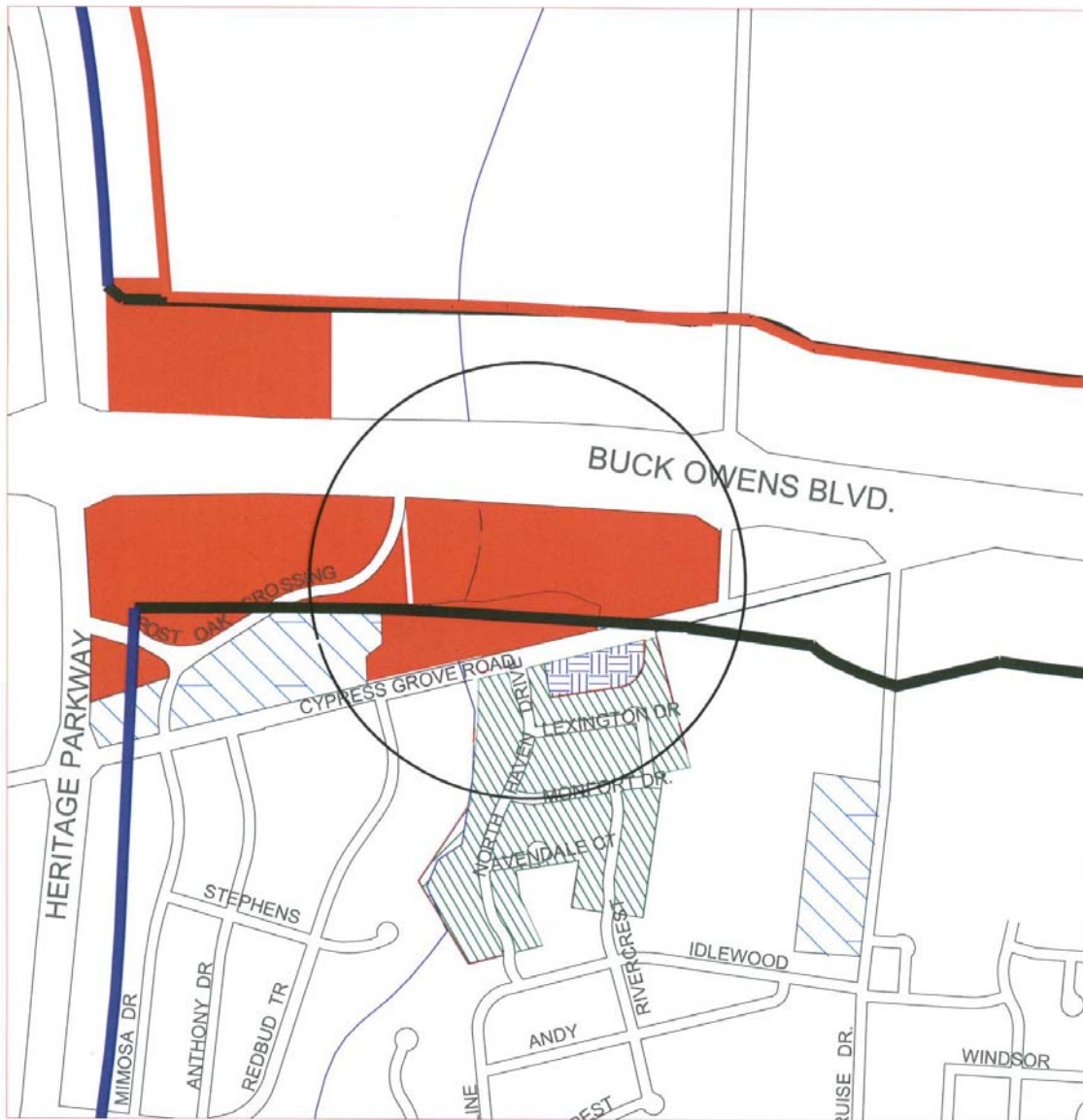
Plat

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 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



1810 U.S.HWY 82 WEST

ENGINEERING DEPARTMENT





City of Sherman, Texas
Engineering Department

1810 U.S. Highway 82 West

0 100 200 400 Feet



T OF
 ICAL PLAZA
 LT OF
 2
 IG EAST ADDITION
 BUSHMAN

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

UNDERWOOD
3404 WINTERMEAD ROAD DENVER, TEXAS 75021 (801)465-2101

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 20, 2009
Jason Sofey, Chairman

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

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1810 U.S. Highway 82 West
Being part of the Uriah Burns Survey,
Abstract No. 121 and all of Lot 2 of
Post Oak Crossing East Addition for a total of 19.748 acres
Replat

Requested Action/Proposed Use:

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

Background

This is a replat reconfiguring four adjacent lots into five lots for the purpose of development.

Adjacent Zoning:

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

Origination:

SDB Partners dba Carrus Specialty Hospital (Owners), Sterling Engineering & Design Group, LTD (Developer), Teague, Nall and Perkins, Inc. (Engineer) and Underwood Drafting & Surveying (Surveyors)

Master Plan Designation:

Commercial

Attachments

Location map, Photographs, Replat, Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

October 15, 2009

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

Dear Applicants,

The request for approval of a Replat 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 20, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Place information on the plat to be suitable for filing for record in the office of the Grayson County Clerk.
2. Field notes shall be corrected.
3. Original tax certificates shall be furnished for the purpose of recording the plat.
4. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire).
5. Drive approaches and sidewalks are to be to City of Sherman and TxDOT standards. A permit is obtained through the City of Sherman Engineering Department.
6. Water main shall be extended across lot frontage of Lot 5 on Cypress Grove Road.
7. All water mains shall be 8" lines.
8. All sewer mains shall be 8" lines.
9. Escrow money for lots being developed shall be paid for Cypress Grove Road.
10. All City of Sherman Floodplain Ordinances shall be followed.
11. Any other changes made to the replat 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 Lisa Whitfield, Engineering & Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Lisa Whitfield, Engineering & Development Coordinator
Brandon Shelby, City Attorney
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
Underwood Drafting & Surveying, 3404 Interurban Rd., Denison, TX 75021



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

Replat Approval of Lots 1, 2, & 3, Block 5, Exstein's Maple Addition, being 0.48 acres in the J.B. McAnair Survey, Abstract No. 763; Horace A. Roberson, Owner, and Underwood Drafting and Surveying, Surveyors (316 and 320 North Woods Street)

Issue

To consider the Replat of Lots 1, 2, & 3, Block 5, Exstein's Maple Addition, being 0.48 acres in the J.B. McAnair Survey, Abstract No. 763

Background

The property is located at 316 and 320 North Woods Street. Sisemore Roberson Plumbing was the previous tenant. The owner would like to replat the property into two lots for development possibilities.

Origination

Horace A. Roberson (Owner); Underwood Drafting & Surveying (Surveyors)

Board Recommendation

At the October 20, 2009 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

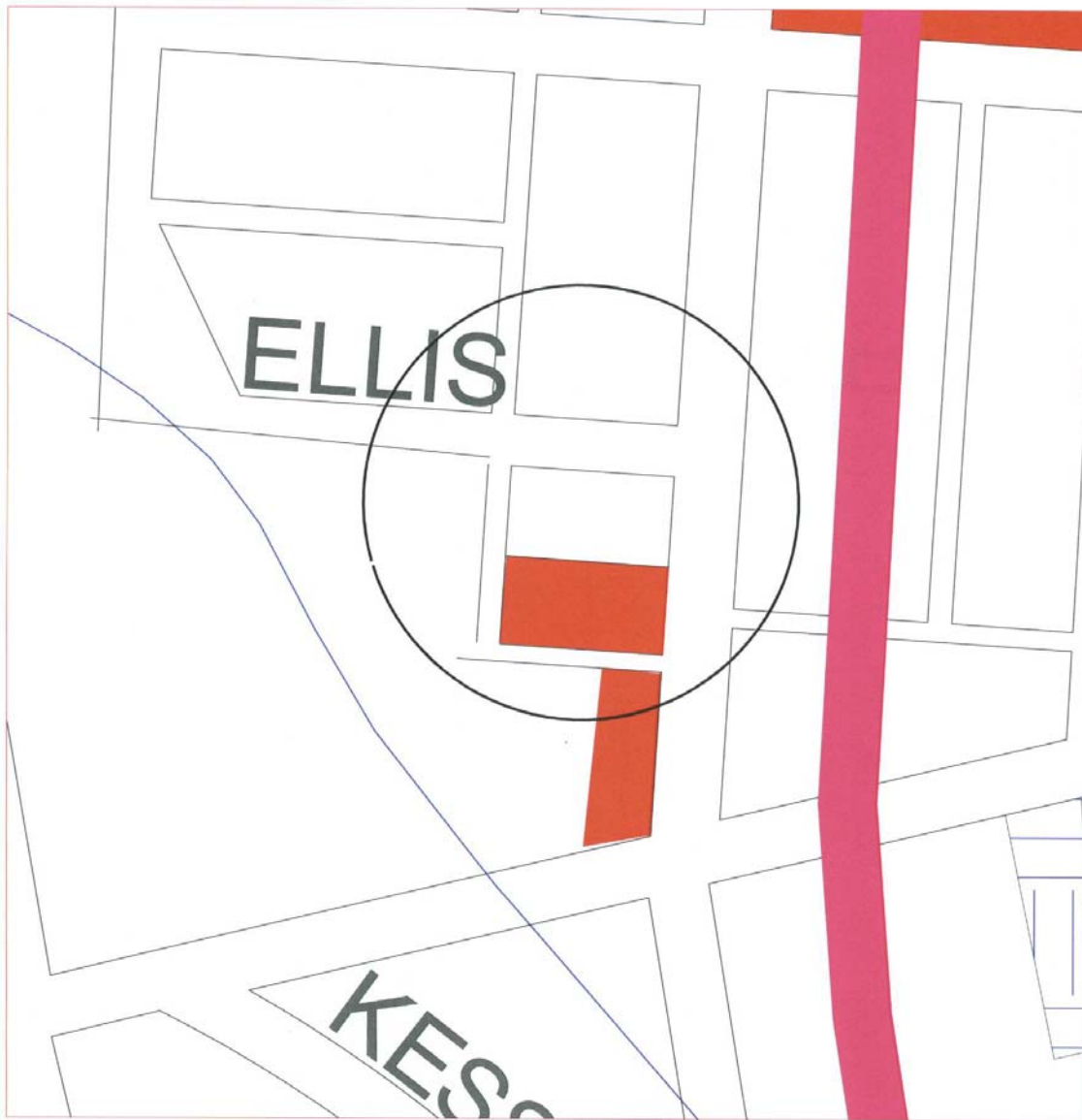
Plat

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 FAMILY RESIDENTIAL DISTRICT		O-1	BLALOCK INDUSTRIAL PARK
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1.1	OVERLAY DISTRICT - 75 & 82
	C-1	RETAIL BUSINESS DISTRICT		O-1.2	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



316 & 320 NORTH WOODS

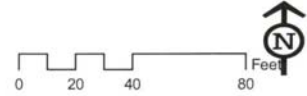
ENGINEERING DEPARTMENT





City of Sherman, Texas
Engineering Department

316 and 320 North Woods



316 & 320 N. Woods



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 20, 2009
Jason Sofey, Chairman

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

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

316 and 320 North Woods Street
Being 0.48 acres in the J.B. McAnair Survey,
Abstract No. 763, Replat of Lots 1, 2, & 3,
Block 5, Exstein's Maple Addition
Replat

Requested Action/Proposed Use:

Replat approval of Block 5 of the Exstein's Maple Addition.

Background

This is a replat reconfiguring three adjacent lots into two lots for the purpose of development.

Adjacent Zoning:

R-1 (One Family Residential) District and C-1 (Retail Business) District.

Origination:

Horace A. Roberson (Owner) and Underwood Drafting & Surveying (Surveyors).

Master Plan Designation:

Residential

Attachments:

Location map
Photographs
Preliminary Plat and Final Plat
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

STAFF REVIEW LETTER

October 15, 2009

Horace Roberson
816 W. Florence St.
Denison, TX 75020

Dear Applicants,

The request for approval of a Replat of the Exstein's Maple Addition concerning the property located at 316 and 320 N. Woods Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 20, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Place information on the plat to be suitable for filing for record in the office of the Grayson County Clerk.
2. Field notes shall be corrected.
3. Original tax certificates shall be furnished for the purpose of recording the plat.
4. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire).
5. Drive approaches and sidewalks are to be to City standards. A permit is obtained through the Engineering Department.
6. Any other changes made to the replat 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 Lisa Whitfield, Engineering & Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074

Personnel Matters

- (a) Deliberate the Evaluation of a Public Officer or Employee:**
 - (i) Annual Performance Evaluation of the City Manager**
 - (ii) Six-Month Evaluation of the City Attorney**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-16-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/19/09 - M.L.K., Jr. Birthday / Regular Council Meeting
01/26/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
02/11/09 - 12 Noon Called Meeting to Interview City Attorney Candidates
02/16/09 - Washington's Birthday / Regular Council Meeting
02/18/09 - 1PM Called Meeting to Interview City Attorney Candidates
02/25/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
03/06/09 - Proposed 12 Noon Called Meeting with Chamber Board
04/29/09 - 12 Noon Budget Planning Meeting in Council Chambers
05/09/09 - City Council Election
05/12/09 - 12 Noon Called Meeting to Canvass Election Results

06/17-18/09 - Budget Workshop in Council Chambers
06/18/09 - Budget Workshop/Long Range Planning Workshop in Council Chambers
06/19/09 - Long Range Planning Workshop
09/07/09 - Labor Day / Called Council Meeting on 09/08/09
09/17/09 - 12 Noon Joint Meeting with SEDCO Board

**2010
CITY COUNCIL MEETINGS**

JANUARY

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

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						

AUGUST

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

SEPTEMBER

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

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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OCTOBER

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

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					

NOVEMBER

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

JUNE

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

DECEMBER

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

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