

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, SEPTEMBER 17, 2007
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY THE HONORABLE MAYOR BILL MAGERS](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETINGS OF AUGUST 27, 2007 AND SEPTEMBER 4, 2007](#)

Introduction and Public Hearing of Ordinances

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5483](#)
Amending the 2006-2007 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2006, through September 30, 2007
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5484](#)
Repealing Ordinance No. 5422; Establishing Assignment Pay Schedules for Firefighters and Police Officers
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5485](#)
Closing and Abandoning a Portion of the Right-of-Way being Porter Street from Richards Street to the South Property Lines of Lot 7 of Block 7 and Lot 1 of Block 11, the Alley of Block 7, the Alley of Block 11, Craycroft Street from Richards Street to Dugan Street of Binkley's First Addition, Richards Street from the West Line of Grand Avenue to the East Line of Maxey Street, and Williams Street from Porter Street to Willow Street in the City of Sherman; Conveying the Interest in Said Right-of-Way to the Abutting and Adjacent Property Owner (Austin College)

Close Public Hearing and Consider Adoption of Ordinances

- B.4 [ADOPTION OF ORDINANCE NO. 5479](#)
Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2007; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

B.5 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- a) 5483
- b) 5484
- c) 5485

B.6 [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. 5080](#)

Authorizing the Execution of a Field Use Agreement with Austin College for the Use of Field #6 at Old Settlers Park

C.2 [RESOLUTION NO. 5081](#)

Revoking and Replacing Resolution No. 4874; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers

C.3 [* RESOLUTION NO. 5082](#)

Authorizing Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, the Child Guidance Clinic of Texoma, and the Boys and Girls Club, Inc. for the Use of Community Development Block Grant Funds

C.4 [RESOLUTION NO. 5083](#)

Authorizing Execution of a Child Care Local Match Contribution Agreement with Workforce Texoma for Fiscal Year 2007-2008

C.5 [* RESOLUTION NO. 5084](#)

Awarding a Bid to and Authorizing Execution of a Contract with Texas Electric Utility Construction to Construct the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lighting and Electrical Project

C.6 [* RESOLUTION NO. 5085](#)

Approving Greater Texoma Utility Authority to Enter into Contracts with Morris Engineers for Engineering Services and Underwood Drafting & Surveying for Surveying Services on the Highway 82 West Phase II Water Line Project

C.7 [* RESOLUTION NO. 5086](#)

Approving Greater Texoma Utility Authority to Enter into a Contract with Whitewater Construction, Inc. for the Ross Avenue Sewer Main Replacement Project

- C.8** [* RESOLUTION NO. 5087](#)
Authorizing the Purchase of Residential Trash and Recycling Carts through the Houston-Galveston Area Council of Governments (H-GAC) for the Solid Waste Services Department
- C.9** [* RESOLUTION NO. 5088](#)
Authorizing the Purchase of an Asphalt Milling and Recycling Attachment from Asphalt Zipper, Inc., through the Houston-Galveston Area Council of Governments (H-GAC), for the Street Department
- C.10** [* RESOLUTION NO. 5089](#)
Awarding a Bid to August Industries, Inc. for the Purchase of a High Pressure Breathing Air Station for Use by the Fire Department
- C.11** [* RESOLUTION NO. 5090](#)
Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction to Rebuild a Culvert on King Street at First Street
- C.12** [* RESOLUTION NO. 5091](#)
Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Inc. for the Dorchester #8 Trinity Well Repairs
- C.13** [* RESOLUTION NO. 5092](#)
Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Inc. for the Dorchester #10 Trinity Well Repairs
- C.14** [* RESOLUTION NO. 5093](#)
Awarding a Bid to and Authorizing Execution of a Contract with Sludge Technology, Inc. for the 2007 Biosolids Project at the Wastewater Treatment Plant
- C.15** [* RESOLUTION NO. 5094](#)
Authorizing Execution of a Developer's Agreement with Sherman Hills Country Club, Ltd. for Construction of Public Facilities in the Sunrise Tract, Phase I, of the Sherman Hills Addition to the City of Sherman

Requests to Advertise

- D.1** [* REQUEST TO ADVERTISE](#)
Reconstruction of an Existing Culvert on Lake Street
- D.2** [* REQUEST TO ADVERTISE](#)
Wastewater Treatment Plant – Digester Rehabilitation

Change Order

D.3 * [CHANGE ORDER NO. 1](#)

Howard Construction, Inc.; Dexter Street Water Main Replacement; \$6,787.50, Increase

Other Business

D.4 [OTHER BUSINESS](#)

Receive Presentation from Library Services Administrator Jacqueline Banfield on the Loan Star Libraries Grant Award

D.5 [OTHER BUSINESS](#)

Receive Quarterly Report from Tourism Director Shawnda Rains

D.6 [CITIZEN REQUESTS](#)

D.7 [MEDIA QUESTIONS](#)

D.8 [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 551.071 Consultation with City Attorney Concerning Legal Matters and Pending Litigation:

- (a) Discuss Proposed Substandard Structure Ordinance
- (b) City of Sherman, Texas v. Creighton Lemoyne Escoe, et al.; Cause No. 03-0617
- (c) Prock v. Woodmont of Sherman GP LLC, et al; Cause No. 2:06-CV-484

Section 551.074 Personnel Matters:
Discuss Performance Evaluations for City Manager and City Attorney

Section 551.087 Deliberations Regarding Economic Development Negotiations:
Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

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: 9-17-2007

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: 9-17-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. A.3

INVOCATION BY THE HONORABLE MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE CALLED CITY COUNCIL MEETINGS OF AUGUST 27, 2007
AND SEPTEMBER 4, 2007

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COUNTY OF GRAYSON

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COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Chip Adami.
Council Members Hughes, Smith, T. Steele, W. Steele, Wacker.

CITY STAFF PRESENT: George Olson, City Manager; Robby Hefton, Assistant City Manager/CFO; Doreen McGookey, City Attorney; Scott Shadden, Director of Developmental Services; Rita Gaither, Development Coordinator; Patsy Reeves, Administrative Secretary; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

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

Appeal of the Planning and Zoning Commission's Denial of a Request for Site Plan and Building Design Approval for a Duplex at 514-516 East Brockett Street (Rakesh Demla, Owner; and Rick Lavin, Agent) under Chapter 14, Exhibit A, Section 6.8.3 (9)(d)

Appeal of the Planning and Zoning Commission's Denial of a Request for Site Plan and Building Design Approval for Two Duplexes at 611-613 and 615-617 North Cleveland Street (Benny R. Risner, Owner; and David Kight, Agent) under Chapter 14, Exhibit A, Section 6.8.3 (9)(d)

Adjournment

Mayor Magers called the meeting to order at 12:05 p.m., declared a quorum present, and opened the City Council Meeting. He added that because of the number of citizens that wanted to speak, a two-minute time limit would be enforced.

APPEAL OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF A REQUEST FOR SITE PLAN AND BUILDING DESIGN APPROVAL FOR A DUPLEX AT 514-516 EAST BROCKETT STREET (RAKESH DEMLA, OWNER; AND RICK LAVIN, AGENT) UNDER CHAPTER 14, EXHIBIT A, SECTION 6.8.3 (9)(D)

Mr. Lavin is the builder for the duplex at 514-516 E. Brockett Street. He compared the requirements of the College Park Overlay District with the proposed duplexes at 514 and 516 E. Brockett Street. The duplexes will exceed the required masonry, the square footage of the living area, and the number of garages. Mr. Lavin said he also talked with neighbors in the area and no one opposed the construction of the duplexes.

A site plan was submitted to the Planning and Zoning Department and they suggested, but did not require, that some of the parking be moved to the back. The developer did move half of the parking to the back at their own expense. Mr. Lavin also presented a photograph of a similar duplex that was constructed on McGee Street.

Mayor Magers asked if anyone in the audience lived within one, two, or three blocks of the proposed duplexes. No one did.

Martha Baxley, 22 Circle Dr., Denison

Mayor Magers asked Ms. Baxley if she was a resident of Sherman or had a business interest in the duplexes. She did not and he asked her to defer her comments until after Sherman residents had spoken.

Dr. Jerry Lincecum, 608 N. Cleveland

Dr. Lincecum read from the College Park Overlay District ordinance stating that design standards for buildings shall ensure that the design, color, materials, and basis for proportion of structures within the Overlay District are harmonious with the “intent of the ordinance.”

Dr. Lincecum spoke for several of his neighbors that could not attend the meeting. Mrs. Winnie Jones, who will be next door to one of the duplexes, is quite upset because her house is her “nest egg.” She is planning to take a second mortgage on the home to pay for health care and is afraid the value of her home will be adversely affected by the duplexes.

Another neighboring family bought a home to remodel and has a lot of time and money invested in the home. They say they can’t afford to move and will have to stay and suffer with the 16 college students and 24 parking spaces.

Mr. Jimmy Counts lives down the street and has said he “feels betrayed” because the overlay ordinance was “sold” to him as something that would build up and improve the neighborhood and he now feels that the neighborhood is “going down the drain.”

A 97 year old neighbor on Harrison Street said the duplexes are an “abomination” and destroys her property value.

Judy Murray, 1800 W. Moore

Ms. Murray appeared representing Dan Murray. She read a letter from Mr. Murray concerning the move to limit the number of bedrooms in duplexes to two per unit. Mr. Murray will be proposing duplexes in the Sherman Hills Project to provide affordable housing. Their primary market will be retirees which require three bedroom homes. The letter urged the Council to never cross the threshold of telling a builder what to build inside a home and felt that there was a better way to resolve their concerns. The letter stated that the ordinance would be a deterrent to their project.

Dr. Tom Nuckols, 2341 Canyon Creek

Dr. Nuckols said he was interested in low-cost housing and has purchased and remodeled many houses in east Sherman over the years. He has a house on Ross Street and on Cleveland Street. Across the street from the Cleveland Street house they built a nice house but the entire front yard is parking. That alone changed that entire street. A duplex was also built next door with its total front yard dedicated to parking. This has dramatically changed the architecture and historic character of the area and made a negative impact on the neighborhood. Dr. Nuckols said the changes have also reduced the value of his property and are an inconsistent usage of the overlay requirements.

Gil Randall, 622 N. Cleveland

Mr. Randall said this type of construction with the intent that they would be leased to college students doesn’t fit the image of family. He felt the duplexes would decrease property values in the neighborhood. He purchased an older home with plans to remodel, but he added if any more duplexes are added to the neighborhood, he would have to move. Mr. Randall said he would like to help the neighborhood but he could afford to live somewhere else.

Dr. Peggy Redshaw, 608 N. Cleveland

Dr. Redshaw felt the issue was about more than a building permit for three, eight bedroom duplexes, with eight to twelve parking spaces per duplex. The College Park Overlay District should provide the template for considering

these requests, however if these guidelines are ignored then the Overlay District is “dead.” Residents of the Overlay District thought the designation would help protect and improve their neighborhood, but they’ve been “cheated.”

The ordinance passed was to protect the private property values and public investments in and near the College Park neighborhood, to reduce conflicts between new construction and existing development, and to preserve the area’s special historical and architectural character. It also said the district would create superior planning, design, and mixing of land use to foster a livable community of residential, commercial, and cultural uses. The district was also supposed to respect the socio-economic diversity by encouraging a variety of home styles and sizes that are sympathetic to the neighborhood’s historical diversity of design.

Dr. Redshaw added that the three mega-duplexes that were denied did not meet the guidelines or the intent of the Overlay District ordinance.

Ed Rieser, 1015 N. Grand

Mr. Rieser said the Council has a responsibility to enforce ordinances that were approved. He urged the Council to “reconnect” and to deny these appeals. He also urged that they consider a moratorium and look at the original reasoning of the Overlay District, urban density, and infrastructure. He urged the Council to enforce the ordinances so residents of the College Park neighborhood don’t have to live in student slums. He asked the Council not to disregard the Overlay District.

Phyllis Rieser, 1015 N. Grand

Mrs. Rieser said she served on the planning committee for the College Park Overlay District and they never considered mega-duplexes rented by the bedroom rather than by the unit. The purpose of the Overlay District was to strength the community and to bring new growth to the neighborhood. She did not feel that these duplexes meet the guidelines of the Overlay District. The intent and purpose of the Overlay District must be considered to ensure that the design, color, materials, and the basis for proportion of structure are harmonious with the intent of the ordinance.

Mrs. Rieser and her husband have invested heavily in that neighborhood because they believe in preservation and strong community. She urged the City Council to deny the appeals. She quoted Planning and Zoning Commission Member John Nix when he said “isn’t it our job to enforce ordinances.” She agreed it was both the Planning and Zoning Commission’s and the City Council’s job to enforce ordinances.

George Rowland, 614 N. McKown

Mr. Rowland also served on the committee that designed the Overlay District. A lot of forethought went into planning the requirements, and consideration of the aesthetics of the neighborhood was a top priority. They wanted to have a neighborhood that would encourage people to populate it as homeowners. That could also include duplexes that would blend in with the neighborhood. He addressed duplexes that were adjacent to single family homes along Archer Drive. These duplexes tastefully blend with the single family homes.

Mr. Rowland added that there is nothing wrong with a huge duplex, but it shouldn’t be located on a 50 foot lot to tower above neighbors and takes up all the land space for parking instead of landscaping. He felt the committee anticipated that the Overlay District would allow smaller duplexes that would blend in and have a similar type of architecture and that would look good for the neighborhood.

He said the Council has worked very hard on the design of parks in Sherman and urged them to bring the same mentality to residential neighborhoods. Maybe larger duplexes would be allowed, but on a larger land area. He asked the Council to deny the appeals.

Jonathan Castro, 1402 N. Harrison

Mr. Castro said he has lived in the College Park area for a long time and seen the property values increase. He felt there was a double standard and he asked what standards would the Council use to make decisions. He asked how Council Members would feel if someone tried to located a mega-duplex next door to their home. The residents in that area have a lifestyle investment and a love for community. He asked the Council to enforce the standards of the College Park Overlay District.

Mayor Magers said the Council would discuss the first item concerning duplexes at 514 and 516 E. Brockett Street. He understood that the Planning and Zoning Commission was to review only the elevation plans and the schedule of materials.

He asked Scott Shadden, Director of Developmental Services, to list the requirements for the College Park Overlay District. The Overlay District requires a minimum of 1,200 square foot living area per unit; a one car garage minimum; 60% masonry, hardy board or concrete fiber board; and one off-street parking space per bedroom. Mayor Magers verified that the duplexes at 514 and 516 E. Brockett follow the zoning rules in Sherman and in the College Park Overlay District. He asked Mr. Shadden if there was any reason, from a zoning standpoint, that these plans should not be approved. Mr. Shadden said there was no reason these plans should not be approved.

Mayor Magers asked the City Attorney what was required of these plans for the College Park Overlay District. Doreen McGookey, City Attorney, said the review by the Planning and Zoning Commission and by the City Council was limited to the elevation plans and the schedule of materials for the freestanding buildings for the exterior walls. This review does not ask for consideration of items such as parking or traffic. However, this request does also meet the parking requirements.

Mayor Magers asked if the plans conform to the intended purpose of the ordinance. Ms. McGookey said according to the ordinance, they are only to review the plans to ensure they comply with the exterior wall requirements. The intent of the ordinance is contained in the standards of the ordinance, which are met in this circumstance. Mayor Magers verified that there are no legal reasons for the City Council to deny the request and that there would be a legal risk if the request was denied.

Mike Wynn, 707 W. Washington

Mr. Wynn appeared as legal representation for Dr. Lincecum and other concerned citizens that live in the College Park Overlay District, who are concerned about the maintenance, integrity, and standards of the ordinance. Mr. Wynn said he disagreed with the City Attorney saying that there are two requirements that an applicant must meet. One is a technical requirement concerning the elevation plan and the materials list.

He added that the ordinance needs to be revised because it states that the applicant needs to supply the Planning and Zoning Commission with information on the technical requirements, but it doesn't say what the Commission needs to do with them. It's implied that the Commission would have to approve the plans, but it is also implied that the Commission must deal with the issue of intent. Mr. Wynn felt that the ordinance listed several items that were the intent of the ordinance.

Mr. Wynn added that unless the City's legal counsel was saying that the ordinance and standards are unconstitutional, he could see no legal risk in affirming the decision of the Planning and Zoning Commission. He felt the Council should decide whether to make their decision based on whether the recommendation from the Planning and Zoning Commission is consistent with the intent of the ordinance and regulations, or whether the decision would be based on some perceived threat of a lawsuit.

Mrs. Rieser said the agenda for the Planning and Zoning Commission stated that their task was to review the site plan and building design approval for the duplex. She felt the Commissioners did their job.

Mayor Magers noted that on the issue of duplexes at 514 and 516 E. Brockett, there were no comments from immediate neighbors.

Council Member Terrence Steele said he lives in the College Park Overlay District, represents citizens living in the District, and chaired the committee that designed the Overlay District. One of the first questions asked of the committee was whether or not they wanted to allow duplexes in the District, and the answer was yes.

Several years ago the Council brought a representative from the Texas Historical Commission to look at various neighborhoods, including the College Park area, to determine if it should be included in a historical district. The City began to get telephone calls from neighbors saying they didn't want the City telling them what type of material must be used or what the houses must look like. Council Member Terrence Steele said he was torn between the

emotions of the citizens and the ordinances that must be followed. He added that he has followed the City's ordinances in every decision he has made.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve the appeal of the Planning and Zoning Commission's denial of the request for site plan and building design and to allow construction of a duplex at 514-516 E. Brockett Street. Second by Council Member Willie Steele.

Deputy Mayor Adami asked to hear additional information from the City Attorney. Ms. McGookey explained that she must be careful about making public comment because legal advice is attorney-client privilege. She did not want to expose her client to potential legal action. She said she would go into further detail about the legal risks in Executive Session.

Dr. Lowry asked how many bedrooms it took before a duplex is not a duplex. Mr. Shadden explained that the Sherman Code of Ordinances defines duplex as a building designed for and used exclusively for residential purposes by two families or two housekeeping units.

Mayor Magers announced that the City Council would enter into a brief Executive Session.

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

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

SECTION 551.071 -- CONSULTATION WITH THE CITY ATTORNEY CONCERNING LEGAL MATTERS

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 12:40 p.m.
On Motion duly made and carried, the Executive Session recessed at 1:04 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

Mayor Magers reiterated that there was a motion on the floor prior to the Executive Session. Council Member Smith said "based on the advice of my attorney, I'm going to support the motion."

Deputy Mayor Adami said he understood the concerns of the neighbors and would have a deep concern if the duplex was going to be located in his neighborhood, which as it stands now, could happen. He asked the builder to be a good community partner and hear the concerns of the citizens and urged him to take the comments under advisement and work with the neighbors to the extent possible.

RESTATEMENT OF MOTION.

Motion by Council Member Terrence Steele to approve the appeal of the Planning and Zoning Commission's denial of the request for site plan and building design and to allow construction of a duplex at 514-516 E. Brockett Street. Second by Council Member Willie Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

APPEAL OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF A REQUEST FOR SITE PLAN AND BUILDING DESIGN APPROVAL FOR TWO DUPLEXES AT 611-613 AND 615-617 NORTH CLEVELAND STREET (BENNY R. RISNER, OWNER; AND DAVID KIGHT, AGENT) UNDER CHAPTER 14, EXHIBIT A, SECTION 6.8.3 (9)(D)

Mayor Magers said most of the citizens attending the meeting live close to the North Cleveland Street area where the duplexes will be built. He said there is no doubt that the issue needs to be addressed. He said to address the issue of concrete, the Council would need to look at the amount of greenspace per lot. Mayor Magers added that density probably needs to be reviewed on a Citywide basis and not just in the College Park area. The current ordinances are the ones the City Council must follow.

Dr. Janet Lowry, 1008 N. Harrison

Dr. Lowry said when she moved to the area she was able to buy an older home for a 12 year mortgage. Most new faculty from Austin College would like the option of living in this neighborhood and there aren't homes that banks will finance for 30 year mortgages in the neighborhood. She urged the developer to take the two lots and divide them into two really nice single family homes and sell to people who want to live in the neighborhood. She urged development for single families, even if they were duplexes. She added that four, six, or eight college students as a living unit isn't keeping with the definition of a duplex or the intent of the Overlay District ordinance.

Dr. Tom Nuckols, 2341 Canyon Creek

Dr. Nuckols said the Council says they want to enforce the ordinance, but the ordinance includes language such as preserve the area's special historic and architectural character, create superior planning, sizes that are sympathetic to the neighborhood, and historical diversity of design. The Planning and Zoning Commission was enforcing the language of the ordinance. He said if the Council approves the appeals they will be throwing out the Overlay District ordinance and going to the code that is a checklist of specific things and doesn't talk about proportionality or character. He did not feel this was the intent of the ordinance.

Dr. Jerry Lincecum, 608 N. Cleveland

Dr. Lincecum addressed a letter from Dr. Oscar Page, President of Austin College, which talks of the purpose and intent of the ordinance. The letter states that the duplexes mentioned in the ordinance were to reflect the type of structure that is in existence. The neighbors are not against all duplexes and encouraged those that are appropriately sized. The concept was to protect the neighborhood as it was and to provide specific guidelines for new construction that would protect the value and enhance the beauty of the small homes. He asked the Council how the mega-duplexes would accomplish this.

Mike Wynn, 707 W. Washington

Mr. Wynn said there are two types of requirements than an applicant must meet to comply with the Overlay District ordinance. One is the technical requirements, which include the building lists, elevation plan and the square footage. The ordinance has several pages of standards that must be met, and in order to follow the ordinance, the Council cannot ignore the general intent of the ordinance. Even if the applicant has met the technical requirements, the Council must still consider the general intent requirements. Mr. Wynn felt that to ignore those requirements, would not be following the ordinance.

The Planning and Zoning Commission was asked to address that issue and they have done so. To not affirm their decision is inconsistent with their work and with the wording of the ordinance concerning general intent. The applicant had the ordinance prior to "turning dirt" and that's all that has been done. The development was stopped during the application process. Mr. Wynn asked the Council to consider the general intent requirements.

Mayor Magers asked Mr. Shadden about the technical requirements that were required on the duplexes at 611 and 613 North Cleveland and 615 and 617 North Cleveland. Mr. Shadden outlined the minimum square footage required, the garage requirements, parking requirements, and the minimum size of the bedrooms. Mayor Magers confirmed that the builder had met the minimum requirements in all technical areas of the Overlay District ordinance.

Gil Randall, 622 N. Cleveland

Mr. Randall said he was a builder for 17 years and he would love Sherman because the City Council "caves in to" everything. Mayor Magers verified that there were no variances on either of these sites.

Keith Kisselle, 1302 N. Cleveland

Mr. Kisselle expressed concern that surface water issues weren't being addressed. He felt the problem was that the ordinance was not "clear" and asked the Council when it would be clear. He asked what the Council will do from

here. He felt that a consultant outside of Sherman should collect data to determine where problems lie with surface water run-off and what needs to be done to address these issues. He felt the City Council should safeguard this and asked how they would handle this issue.

Jonathan Castro, 1402 N. Harrison

Mr. Castro felt there was a short-sightedness and the Council should decide on a long-term plan that could define what a duplex really is, and is more infrastructure needed to support these mega-duplexes.

Mayor Magers said the City will schedule a Comprehensive Master Plan update in the upcoming fiscal year that will include a hydrological study. Deputy Mayor Adami added that the Comprehensive Master Plan will include all the details that are being discussed today.

Benny Risner, 12651 Briar Forest Dr., #190, Houston

Mr. Risner said he has been portrayed as an outsider that is trying to “wreck” values in Sherman. Instead he grew up in Sherman and is now trying to bring development back to the community. He is not asking for variances from the City’s ordinances. In everything they have done, they have followed the ordinances. He said there maybe some changes that are needed but he urged the Council not to change the rules in the middle of everything. He is trying to develop a quality product and make the neighbors proud. He added that there are some homes in that area that, if they were in other areas, they would have already been condemned. The neighbors might consider removing some of these houses to help increase the value of surrounding property.

Council Member Terrence Steele added that the Committee that designed the Overlay District voted unanimously to allow duplexes in the District. Those types of items will be addressed in the Comprehensive Master Plan. Currently a duplex could be located in any R-1 Residential District in Sherman. He felt that was wrong, but that is what the ordinance currently allows. The City Council is concerned and wants to address those issues.

Council Member Smith felt the Overlay District has done some good things for the College Park neighborhood. It’s very powerful when the citizens speak on this issue and he sympathized with them and said the City Council is listening. He has a different opinion and wished he could do something different as a Council Member. He felt there must have been a valid reason for the Planning and Zoning Commission to deny the requests, however he understood that it cannot be done. Therefore, Council Member Smith said he would support the motion.

Council Member Willie Steele said he was also on the committee that designed the Overlay District and everyone on the committee unanimously recommended the ordinance that allowed duplexes. He wished they had looked closer at the duplex issue. However, these developers have met all the requirements for duplexes and they have his support for their project. He added that the intent of the ordinance is interrupted by whoever reads it. Two people may have a different opinion on intent. He also told citizens that he heard their concerns and the Council needed to look again at the issues.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve the appeal of the Planning and Zoning Commission’s denial of the request for site plan and building design and to allow construction of duplexes at 611-613 N. Cleveland Street and 615-617 N. Cleveland Street. Second by Council Member Willie Steele.

Council Member Wacker said she sat on the first committee starting the process, which was completed by others, and felt that the intent was subjective language. There is already a variety of home styles and sizes in the neighborhood and neighborhoods change over time. She has been a strong advocate of the Comprehensive Master Plan process and felt it was very important to move forward with that plan. She said that will also be a time for community stakeholders to identify what is valuable to them and how they want to address future growth in Sherman. She urged all citizens to become involved in the process through the public meetings that will be held.

Mayor Magers reiterated that the City Council understands their concerns. Currently, in any R-1 Residential District in the City, duplexes would be allowed on the lots. This is a citywide problem. He added that development is taking place in the College Park District and higher values and redevelopment are being brought to that area. He agreed that the Council needs to address the R-1 zoning, however he said rules cannot be changed retroactively.

Deputy Mayor Adami asked Mr. Risner to be a good community partner and work with the concerned neighbors in that area.

RESTATEMENT OF MOTION.

Motion by Council Member Terrence Steele to approve the appeal of the Planning and Zoning Commission's denial of the request for site plan and building design and to allow construction of duplexes at 611-613 N. Cleveland Street and 615-617 N. Cleveland Street. Second by Council Member Willie Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:32 p.m.

MAYOR

ATTEST

CITY CLERK

Address	Zoning Board Submittal Requirement	Provided
514-516 E. Brockett	Elevation plans & schedule of materials	Site plan and elevation plans and Red Brick with off-white trim info provided.
	College Park Requirements	
	1,200 sq. ft. living area	1,640 sq. ft. living area per side
	minimum 1 car garage	1 car garage per side (200 sq. ft. ea.)
	60% Masonry, hardy board or concrete fiber board	99% Williamsburg brick
	Parking - 1 off-street parking space per bedroom. (Required 8)	4 spaces in rear, 2 (1) car garages, 2 additional off-street parking in front. (Provided 8)
	Building Code Requirements	
	Code - 1 Habitable room 120 sq. ft., Bedroom min. 70 sq. ft.	169 sq. ft. Master Bedroom & others over 100 sq. ft.

Citizens @ P&Z who opposed: Jerry Lincecum, 608 N. Cleveland and Gil Randall, 622 N. Cleveland

Address	Zoning Board Submittal Requirement	Provided
611-613 N. Cleveland	Elevation plans & schedule of materials	Site plan and elevation plans and Red Brick with tan exterior info provided.
615-617 N. Cleveland	College Park Requirements	
	1,200 sq. ft. living area	1,240 sq. ft. living area per side
	minimum 1 car garage	1 car garage per side (230 sq. ft. ea.)
	60% Masonry, hardy board or concrete fiber board	Brick front with hardy board on 3 sides.
	Parking - 1 off-street parking space per bedroom. (Required 16 total for both lots)	8 spaces in rear, 2 (1) car garages, additional off-street parking in front and 2 per lot (Provided 24 total for both lots.)
	Building Code Requirements	
	Code - 1 Habitable room 120 sq. ft., Bedroom min. 70 sq. ft.	132 sq. ft. Master Bedroom & others 70+ sq. ft.

Citizens @ P&Z who opposed: Peggy Redshaw, 608 N. Cleveland, Jerry Lincecum, 608 N. Cleveland, Phyllis Riser, 1015 N. Grand, Tom Nuckols, 2341 Canyon Creek Dr. (owns house @ 810 N. Cleveland, Winnie Jones, 609 N. Cleveland, Henry Bucher, 1123 N. Cleveland, Cathy Garlit Bucher, 1123 N. Cleveland, Keith Kisselle, 1302 N. Cleveland, Pat Phillips, 841 Hillside, Pat Lowry, 1008 N. Harrison, Robert Cape, 523 N. Cleveland, Gil Randall, 622 N. Cleveland

08/27/07

Cloer, Pam

From: Olson, George
Sent: Monday, August 27, 2007 8:12 AM
To: Cloer, Pam
Subject: FW: duplex issue

Pam:

Please print-out the below e-mail from Dr. Page to Mayor/City Council....for distribution at today's meeting.

go

From: Magers, Bill
Sent: Sunday, August 26, 2007 3:00 PM
To: Olson, George
Subject: FW: duplex issue

George,

I saw Oscar in church today and discussed this issue. Please copy the below for the city council for Monday's meeting. On a personal note, it was announced in church that your dad was in the hospital. Is he OK? Let me know.

Thanks,

Bill

From: Oscar Page [mailto:OPage@austincollege.edu]
Sent: Sun 8/26/2007 2:06 PM
To: Magers, Bill
Subject: duplex issue

Mayor Magers and City Council,

As you prepare for the hearing on the question of allowing multi-family housing on Cleveland, I want to remind you of the intent of the Overlay District. I realize you know all the issues but the document that was approved by City Council included the intent to protect the neighbors as they exist today. The entire purpose of the effort to create an Overlay District was to strengthen neighborhoods and encourage home owners to invest in their property so families can enjoy a community that is safe, attractive and not dominated by apartment buildings or businesses. Duplexes were not prohibited but the duplexes that were mentioned in this were to reflect the type of structure that is in existence. There are duplexes on Cleveland but they are limited in size and do not detract from the neighborhood. If you permit an apartment building to be built on these small lots the neighborhood will be destroyed and the people who have made this their home for years will be faced with crowded areas that are totally different from the neighborhood they anticipated when they made that investment. The Overlay District concept was to protect the neighborhood as it was at that time but provide specific guidelines for new construction that would protect value and enhance the beauty of the small homes that have made this a nice community in which to live. I realize there is flexibility in the document but the basic principals of size of structures, security, and the preservation of the neighborhood are at the basis of the Overlay District guidelines.

This is an opportunity for the city to support the actions for P&Z as they try to protect the nature of neighborhoods so that those who invest in these communities do not have to worry about a drastic change in the nature of their community.

Mr. Mayor, I am unable to attend the meeting but I hope you will share this note with the Council.

Oscar C. Page

8/27/2007

This letter is in regards to the Austin College professor's proposal to limit duplexes to 2-bedrooms per unit.

This request will have a great impact on my project and Sherman in regards to attracting developers and homebuilders to Sherman.

We will be proposing duplexes in the Sherman Hills project to provide affordable housing.

Our primary market is retirees. They require 3-bedroom houses.

I can appreciate the position of those who oppose this ordinance. There surely is a better way to resolve their concerns.

I would strongly urge city council to never cross the threshold of telling a builder what to build inside of the home.

After years of frustration we finally are prepared to begin improving sites, build homes and open the golf course.

This ordinance will be a deterrent.

Thank you,

Dan Murray

STATE OF TEXAS §
 September 4, 2007
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called 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 August 20, 2007.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR CHIP ADAMI.
 COUNCIL MEMBERS HUGHES, SMITH, T. STEELE, W.
 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 Invocation were given by Council Member Willie Steele.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council (Budget Workshop) Meetings of July 12 and 13, 2007, and the Regular Meeting of August 20, 2007. Council Member Hughes moved to approve the Minutes as presented; Second by Council Member Terrence Steele. All present voted AYE. MOTION CARRIED.

APPROVE MINUTES

PROCLAMATION

"GERMAN – AMERICAN PARTNERSHIP BETWEEN WOLNZACH GYMNASIUM AND SHERMAN HIGH SCHOOL"

Mayor Magers presented a proclamation to German visitors and participants in the German-American Partnership between Wolnzach Gymnasium and Sherman High School. Sherman High School teacher Suzy Robinson coordinated the partnership and accepted the proclamation on behalf of the visitors.

GERMAN – AMERICAN
PARTNERSHIP
BETWEEN WOLNZACH
GYMNASIUM & SHS

PUBLIC HEARING

CAPITAL IMPROVEMENT PROGRAM (CIP) 2007-2012

The City is required by law to hold a public hearing on the City's Capital Improvement Program prior to its adoption. The program covers the period from October 1, 2007 through September 30, 2012. Funding for the CIP is \$27,994,040 for the General Fund and \$26,460,000 for the Utility Fund. Total funding for the CIP for 2007 through 2012 is \$54,454,040.

CAPITAL
IMPROVEMENT
PROGRAM

No citizens appeared before the City Council to discuss the Capital Improvement Program 2007-2012.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5476 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS

ORD 5476
ATMOS ENERGY
GRIP RATE

RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THIS MUNICIPALITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; SUPPORTING STATUTORY REFORM OF THE TEXAS GRIP STATUTE; PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION AND THE CITY'S LEGISLATIVE DELEGATION.

No citizens appeared before the City Council to discuss Ordinance 5476.

Mayor Magers introduced Ordinance 5477 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO RAY CHILDRESS DENISON REALTY, LP (OWNER), BARRY FONTAINE (PROSPECTIVE BUYER), DIXIE EDWARDS (AGENT), AND SARTIN AND ASSOCIATES, INC. (SURVEYOR) TO ALLOW AUTOMOBILE SALES AND REPAIR IN A C-1 (RETAIL BUSINESS) DISTRICT AT 4509 TEXOMA PARKWAY; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5477
SUP FOR AUTO
SALES & REPAIR
(4509 TEXOMA PKWY)

No citizens appeared before the City Council to discuss Ordinance 5477.

Mayor Magers introduced Ordinance 5478 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AND THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 2100 BLOCK OF EAST LAMAR STREET; PROVIDING FOR A REPEALER.

ORD 5478
ZONE CHANGE
(2100 BLOCK
EAST LAMAR)

No citizens appeared before the City Council to discuss Ordinance 5478.

Mayor Magers introduced Ordinance 5479 and called for a second public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2007; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW. PROVIDING FOR A REPEALER.

ORD 5479
AD VALOREM
TAX RATE

No citizens appeared before the City Council to discuss Ordinance 5479.

Mayor Magers introduced Ordinance 5480 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE RATIFICATION OF THE PROPERTY TAX INCREASE; PROVIDING FOR A REPEALER.

ORD 5480
PROPERTY
TAX INCREASE

George Olson, City Manager, explained that the ordinance is a requirement mandated by the State and he confirmed that the City's property tax rate will remain at \$0.40 per \$100 valuation.

No citizens appeared before the City Council to discuss Ordinance 5480.

Mayor Magers introduced Ordinance 5481 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2007, FOR THE PURPOSE OF ADOPTING A LOCAL SALES AND USE TAX TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING THAT SAID ELECTION BE HELD JOINTLY WITH THE COUNTY OF GRAYSON, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR USE OF DIRECT RECORDING ELECTRONIC (DRE) EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5481
SALES TAX
ELECTION FOR
STREET MAINT.

Mayor Magers felt it was important to give the citizens information on the proposed Election prior to the public hearing. He asked Jeff Miller, Director of Public Works, to explain the proposal.

Mr. Miller explained a plan for streets. Sherman owns and maintains approximately 220 miles of streets, which is a major part of Sherman's infrastructure. In January the staff began analyzing streets based on their condition, use, current development, and what needs to happen to grow development.

He presented a four year plan that included a series of projects that can be done with current resources over the next four years through both Capital Improvement Projects and bonded projects. He said the projects would be good, but they have no connectivity throughout the City.

Mr. Miller said a better plan is needed to include a transportation network which would compliment growth in the four quadrants of the City and provide a connection outside the City. A more elaborate plan would cost more than what current resources would allow.

Mr. Miller showed a map with additional street projects that would be a true transportation network and would provide connectivity throughout the City and compliment growth. He outlined the additional projects that were proposed.

Mr. Miller said the plan must have the support of both the City Council and the citizens and would require a small sales tax increase later in the Fall. Currently the City does not have the financial resources to enact the plan.

Mayor Magers asked how these streets were selected for projects. Mr. Miller said the staff reviewed existing thoroughfares and began projecting future growth both in Sherman and outside the City and tried to determine what would be needed to move traffic north, south, east and west through the City.

Council Member Smith asked how long it would take to complete the proposed projects without the increase in sales tax. Mr. Miller said under the City's current financial capability, the plan could never be implemented.

Mayor Magers asked if implementing the plan now would allow the City, in five years, to concentrate on Capital Improvement Projects in high growth areas rather than maintenance on existing major thoroughfares. Mr. Miller said it would allow the City to look at future projects and plan for the future needs.

Deputy Mayor Adami asked what the average per mile rate of maintenance was that the City could accomplish annually without the sales tax increase. Mr. Miller said the cost to construct one mile of concrete street is \$1 million but the City normally provides the mill and overlay of one mile of street annually at a cost of \$225,000.

Deputy Mayor Adami confirmed that with the additional sales tax the City could maintain 16 miles of streets in four years rather than four miles in four years. Council Member Wacker added that the City would still have the normally budgeted amount for routine maintenance during that four year period. Mr. Miller added that the annual sealcoat program resurfaces about 30 miles of streets annually and would continue.

Eugene Lund, 1815 Sandra

Mr. Lund asked how much the additional sales tax rate would be and would it go away in four years. Mayor Magers said the additional rate would be 1/8% and it would have a statutory four year "sunset" provision. It must be voted on by the citizens and must be used for road maintenance. After the four year period, the citizens could approve the additional sales tax again through an Election, if they wanted.

Mr. Lund asked if there was a possibility that a future City Council could revoke the sales tax. Council Members discussed whether or not a future Council could call an Election to repeal the sales tax.

No other citizens appeared before the City Council to discuss Ordinance 5481.

Mayor Magers introduced Ordinance 5482 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2007, FOR THE PURPOSE OF ADOPTING AN ADDITIONAL LOCAL SALES AND USE TAX; PROVIDING THAT SAID ELECTION BE HELD JOINTLY WITH THE COUNTY OF GRAYSON, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR USE OF DIRECT RECORDING ELECTRONIC (DRE) EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5482
SALES TAX
ELECTION FOR
PROPERTY TAX
REDUCTION

Mayor Magers read a portion of Resolution 5073, which will be considered later in the Meeting. The resolution outlines the City Council's commitment to reduce Sherman's property tax rate by 20% from \$0.40 per \$100 valuation to \$0.32 per \$100 valuation, on or before September 30, 2008, providing that both propositions on the November 6, 2007 Election ballot are adopted by the voters.

He reiterated that the Council is proposing a "package" which includes a property tax decrease of 20% should a 1/8% sales tax in lieu of property tax passes and a 1/8% sales tax for a four year program to address street maintenance passes.

Rad Richardson, 2401 Turtle Creek

Mr. Richardson is serving as the Campaign Treasurer for "Sherman Households and Industries for Tax Relief and Streets" (SHIFTRS), a specific purpose committee that is supporting the sales tax measures. He thanked the Council for taking a leadership position on the two measures.

Mr. Richardson felt the measure would shift a more equitable tax base from the property owners to a faster growing area of sales tax. In 2005, the senior citizens were offered a reduction in property taxes and the proposed measure would give some property tax relief to all property owners.

The proposition would also prepare Sherman for better transportation and infrastructure for the growth that is coming. Approximately 53% of the sales tax comes from citizens that don't live in Sherman but do shop here. This

gives them a chance to help maintain the thoroughfares that they use to visit the community. Also, sales tax is not applicable to food, medicine, property, or transportation.

Mr. Richardson said Sherman is ahead of the coming growth and is in excellent financial shape and by moving from property tax to sales tax, it helps prepare for the growth. He encouraged all voters to support the measures and vote positively on November 6, 2007.

James DeLoach, 316 Steadman

Mr. DeLoach questioned the ability to reduce taxes 20% with a 1/8% sales tax. He said the State tried to reduce property taxes 1/4% and it wasn't enough to make a significant difference. Mayor Magers verified that the numbers did support this measure.

No other citizens appeared before the City Council to discuss Ordinance 5482.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

NOVEMBER 6, 2007 ELECTION ISSUES

RESOLUTION NO. 5073 – PLEDGING TO REDUCE SHERMAN'S PROPERTY TAX RATE BY 20%, FROM \$0.40/\$100 VALUATION TO \$0.32/\$100 VALUATION, ON OR BEFORE SEPTEMBER 30, 2008, PROVIDED THAT BOTH PROPOSITIONS ON THE NOVEMBER 6, 2007 ELECTION BALLOT ARE ADOPTED BY THE VOTERS

RES 5073
PLEDGE TO
REDUCE PROPERTY
TAX RATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PLEDGING TO REDUCE SHERMAN'S PROPERTY TAX RATE BY 20%, FROM \$0.40/\$100 VALUATION TO \$0.32/\$100 VALUATION, ON OR BEFORE SEPTEMBER 30, 2008, PROVIDED THAT BOTH PROPOSITIONS ON THE NOVEMBER 6, 2007 ELECTION BALLOT ARE ADOPTED BY THE VOTERS.

Deputy Mayor Adami reiterated that any additional property tax reduction would correspond with the Election results.

Mayor Magers added that the Council needs to assure that Sherman's sales tax rates are competitive. With the proposal, the City's rates will still be lower in four years than other cities in the area.

Robby Hefton, Assistant City Manager/CFO, explained that, if approved, the sales tax for streets would become effective on April 1, 2008 and the sales tax in lieu of property tax would be effective on October 1, 2008.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5073, as presented. Second by Council Member Smith.

VOTING AYE: Magers, Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED

RESOLUTION NO. 5074 – AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A JOINT ELECTION ON NOVEMBER 6, 2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A JOINT ELECTION ON NOVEMBER 6, 2007.

Mayor Magers thanked the Grayson County Commissioners for allowing the City of Sherman to be included on the same ballot. This is a great cost savings to Sherman citizens, who are also Grayson County citizens and pay County taxes.

ACTION TAKEN.

Motion by Council Member Hughes to approve Resolution No. 5074, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED

ADOPTION OF ORDINANCES

Ordinance 5475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007, AND ENDING SEPTEMBER 30, 2008. PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance No. 5475, as presented. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED

Ordinance 5480

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE RATIFICATION OF THE PROPERTY TAX INCREASE; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve Ordinance No. 5480, as presented. Second by Council Member Hughes.

**RES 5074
JOINT ELECTION
WITH GRAYSON
COUNTY**

**ORD 5475
ANNUAL BUDGET**

**ORD 5480
PROPERTY TAX
INCREASE**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED

Ordinance No. 5476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THIS MUNICIPALITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; SUPPORTING STATUTORY REFORM OF THE TEXAS GRIP STATUTE; PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION AND THE CITY'S LEGISLATIVE DELEGATION.

**ORD 5476
ATMOS ENERGY
GRIP RATE**

Ordinance No. 5477

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO RAY CHILDRESS DENISON REALTY, LP (OWNER), BARRY FONTAINE (PROSPECTIVE BUYER), DIXIE EDWARDS (AGENT), AND SARTIN AND ASSOCIATES, INC. (SURVEYOR) TO ALLOW AUTOMOBILE SALES AND REPAIR IN A C-1 (RETAIL BUSINESS) DISTRICT AT 4509 TEXOMA PARKWAY; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

**ORD 5477
SUP FOR AUTO
SALES & REPAIR
(4509 TEXOMA PKWY)**

Ordinance No. 5478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AND THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 2100 BLOCK OF EAST LAMAR STREET; PROVIDING FOR A REPEALER.

**ORD 5478
ZONE CHANGE
(2100 BLOCK
EAST LAMAR)**

Ordinance No. 5481

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2007, FOR THE PURPOSE OF ADOPTING A LOCAL SALES AND USE TAX TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING THAT SAID ELECTION BE HELD JOINTLY WITH THE COUNTY OF GRAYSON, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR USE OF DIRECT RECORDING ELECTRONIC (DRE) EQUIPMENT; PROVIDING FOR EARLY VOTING.

**ORD 5481
SALES TAX
ELECTION FOR
STREET MAINT.**

Ordinance No. 5482

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2007, FOR THE PURPOSE OF ADOPTING AN ADDITIONAL LOCAL SALES AND USE TAX; PROVIDING THAT SAID ELECTION BE HELD JOINTLY WITH THE COUNTY OF GRAYSON, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR USE OF DIRECT RECORDING ELECTRONIC (DRE) EQUIPMENT; PROVIDING FOR EARLY VOTING.

**ORD 5482
SALES TAX
ELECTION FOR
PROPERTY TAX
REDUCTION**

ACTION TAKEN.

Motion by Council Member Hughes to approve Ordinance Nos. 5476, 5477, 5478, 5481, and 5482, as presented. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED

CONSENT AGENDA

The Council reviewed the Consent Agenda. Deputy Mayor Adami asked to remove Item F-1 entitled "Change Order No. 1 – Rushing Paving Company, Ltd.; Street Mill and Overlay Project; \$16,648.20, Decrease" from the Consent Agenda for consideration in its regular order of business.

CONSENT AGENDA

Deputy Mayor Adami moved to approve the Consent Agenda, with the exception of Item F-1, which will be discussed in its regular order of business. Second by Council Member Wacker. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5064 – APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.

**RES 5064
CAPITAL
IMPROVEMENT
PROGRAM**

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5064, as presented. Second by Council Member Smith.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED

RESOLUTION NO. 5075 – AUTHORIZING THE USE OF HOMELAND SECURITY GRANT FUNDS AND LAW ENFORCEMENT TERRORISM PREVENTION GRANT FUNDS THROUGH THE HOMELAND SECURITY ADVISORY COMMITTEE OF THE TEXOMA COUNCIL OF GOVERNMENTS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE USE OF HOMELAND SECURITY GRANT FUNDS AND LAW ENFORCEMENT TERRORISM PREVENTION GRANT FUNDS THROUGH THE HOMELAND SECURITY ADVISORY COMMITTEE OF THE TEXOMA COUNCIL OF GOVERNMENTS.
CONSENT AGENDA.

RES 5075
HOMELAND
SECURITY GRANTS

RESOLUTION NO. 4076 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES.
CONSENT AGENDA.

RES 4076
HOUSEHOLD
HAZARDOUS
WASTE SERVICES

RESOLUTION NO. 5077 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR THE OAK HILL DRIVE WATER MAIN REPLACEMENT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR THE OAK HILL DRIVE WATER MAIN REPLACEMENT.
CONSENT AGENDA.

RES 5077
OAK HILL DR.
WATER MAIN

RESOLUTION NO. 5078 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR THE BELDEN STREET WATER MAIN REPLACEMENT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. FOR THE BELDEN STREET WATER MAIN REPLACEMENT.
CONSENT AGENDA.

RES 5078
BELDEN ST.
WATER MAIN

RESOLUTION NO. 5079 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH RUSHING PAVING COMPANY, LTD. FOR THE STREET MILL AND OVERLAY PROJECT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH RUSHING PAVING COMPANY, LTD. FOR THE STREET MILL AND OVERLAY PROJECT.
CONSENT AGENDA.

RES 5079
MILL & OVERLAY

CHANGE ORDER NO. 1
RUSHING PAVING COMPANY, LTD.; STREET MILL AND
OVERLAY PROJECT; \$16,648.20, DECREASE

Deputy Mayor Adami asked to remove Item F-1 from the Consent Agenda for consideration in its regular order of business.

He said in the past there had been some controversy regarding this vendor and he felt it was important to acknowledge the decrease in the project cost that was realized through the change order and in the overall construction.

Change Order No. 1 to Rushing Paving Company decreased the original contract for the FY 2006-2007 Street Mill and Overlay Project by \$16,648.20.

This decrease was realized through an alternate approach to milling on several street segments that resulted in an overall project savings. The final contract price is \$227,619.56.

ACTION TAKEN.

Motion by Council Member Adami to approve Change Order No. 1 to Rushing Paving Company, for a \$16,648.20 decrease in the Street Mill and Overlay Project, as presented. Second by Council Member Hughes.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER REQUEST OF THE SHERMAN ARTS FESTIVAL
COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS,
SUSPEND PARKING TIME LIMITS, AND USE CERTAIN CITY
FACILITIES AND SERVICES FOR THE 25TH ANNUAL
SHERMAN ARTS FESTIVAL ON SATURDAY, SEPTEMBER
15, 2007

The City Council approved the request of the Sherman Arts Festival Committee for the 25th Annual Sherman Arts Festival on Saturday, September 15, 2007. The request includes barricades and street closures, suspension of parking time limits, and the use of City facilities and services, including trash pickup, trash cans, dumpsters, and street sweepers.

CONSENT AGENDA.

CONSIDER REQUEST OF THE SHERMAN INDEPENDENT
SCHOOL DISTRICT AND THE SHERMAN HIGH STUDENT
COUNCIL TO TEMPORARILY CLOSE CERTAIN STREETS
FOR THE 2007 SHERMAN HIGH SCHOOL HOMECOMING
PARADE ON MONDAY, SEPTEMBER 17, 2007

The City Council approved the request of the Sherman Independent School District and the Sherman High Student Council to close certain streets in the downtown area for the 2007 Sherman High School Homecoming Parade on Monday,

CHANGE ORDER
MILL & OVERLAY

SHERMAN ARTS
FESTIVAL

SHS HOMECOMING
PARADE

September 17, 2007. The event will require traffic control assistance, barricades, and emergency medical support from the City.

CONSENT AGENDA.

CONSIDER BID REJECTION FOR REPLACEMENT OF THE KING STREET CULVERT PROJECT

The City Council rejected the sole bid received to rebuild the failing culvert on King Street, at the Burlington Northern Santa Fe Railroad and First Street. The project is a CIP project for FY 2006-2007.

One bid in the amount of \$77,361 was received from Vessels Construction. The staff recommended bid rejection in order to have the option to modify the scope of the project to complete it with the budgeted funds of \$60,000.

CONSENT AGENDA.

KING ST. CULVERT
PROJECT BID
REJECTION

FINAL PLAT APPROVAL OF THE ODIE ADDITION, BEING 7.07 ACRES IN THE M. HAMBRIGHT SURVEY, ABSTRACT NO. 538, DANNY ODEGAARD, OWNER (100-200 BLOCKS OF REYNOLDS LANE IN THE ETJ)

The City Council approved the Final Plat of the Odie Addition, which is 7.07 acres in the M. Hambright Survey, Abstract No. 538, located in the 100 to 200 blocks of Reynolds Lane in the City of Sherman's extra territorial jurisdiction.

The owners would like to plat the property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

APPROVE FINAL PLAT
ODIE ADDITION
(100-200 BLOCKS OF
REYNOLDS LANE)

FINAL PLAT APPROVAL OF THE TEXOMA CENTER ADDITION, BEING 5.69 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, AND LOTS 1-8 OF THE J.W. LINDLEY SUBDIVISION; RAY CHILDRESS DENISON REALTY, LP, OWNER (4509 TEXOMA PARKWAY)

The City Council approved the Final Plat of the Texoma Center Addition, which is 5.69 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, and Lots 1 through 8 of the J.W. Lindley Subdivision, located at 4509 Texoma Parkway.

The owner would like to plat the property into three lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

APPROVE FINAL PLAT
TEXOMA CENTER
ADDITION
(4509 TEXOMA PKWY)

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

Kathy Williams, Herald Democrat Reporter, thanked Pam Cloer, Assistant to the City Manager, for providing her with a

FLASH DRIVE
PROVIDED

flash drive that included the information for tonight's City Council Meeting.

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

PARKS AND RECREATION ADVISORY BOARD (3)

ACTION TAKEN.

Motion by Deputy Mayor Adami to appoint Nat McClure, Joey Womble, and Jo Ann Osburn to the Parks and Recreation Advisory Board for a term from September 5, 2007 to September 5, 2009. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED

**PARKS & RECREATION
ADVISORY BOARD**

COUNCIL COMMENTS

RETURN OF FLASH DRIVE

Council Member Smith apologized to Mrs. Cloer for his oversight in sometimes taking his flash drive with him and he promised to make a more diligent effort to leave it with her.

**RETURN OF
FLASH DRIVE**

SALES TAX FOR STREET MAINTENANCE

Council Member Smith thanked Mr. Miller for his presentation on the proposed street maintenance plan and he urged all citizens to support and put in place.

**SALES TAX FOR
STREET MAINT.**

SHERMAN BEARCATS

Council Member Hughes said the Sherman Bearcats will be playing their first home game this week and he wished them good luck.

**SHERMAN
BEARCATS**

SALES TAX FOR STREET MAINTENANCE

Deputy Mayor Adami also thanked Mr. Miller for his presentation adding that it was a real opportunity to enhance the City's streets. He added that using sales tax to help fund street maintenance was a good opportunity to share the cost with visitors that also use the streets. The proposal will also try to reduce the "hit" on property owners by reducing property taxes. He urged the citizens to support the sales tax measures at the November Election.

**SALES TAX FOR
STREET MAINT.**

COLLEGE AREA NEIGHBORS

Council Member Terrence Steele said he had previously had frustrations with his next door neighbor, but before the meeting the neighbor came over and apologized saying he was no longer with the same fraternity and there would be no more problems with his roommates. Council Member Terrence Steele said you can't discredit young people.

**COLLEGE AREA
NEIGHBORS**

THE SPLASH FIRST SEASON

Council Member Wacker thanked the Parks and Recreation Department for a great season at The Splash. She heard many compliments and felt it had been a great investment for the citizens.

**THE SPLASH
FIRST SEASON**

ANNUAL BUDGET PROCESS

Council Member Wacker thanked all City staff for the great budget process that made everything go smoothly tonight for the adoption of the Annual Budget.

25TH ANNUAL ARTS FESTIVAL

Council Member Wacker reminded citizens that the 25th Annual Arts Festival will be held September 15, 2007 and she encouraged everyone to participate.

PROPOSED SALES TAXES

Mayor Magers thanked the City Council. He said change is never easy and it is easy to maintain the status quo. The latest Budget was balanced with zero increase in fees for water or solid waste. The tax rate remains consistent at \$0.40 per \$100 valuation.

The proposed tax shift is a shift in the right direction and is taking the highest, fastest growing revenue stream, sales tax, and leveraging that revenue stream.

Mayor Magers added that the Council also plans to decrease property tax rates by 20% if citizens will back the sales tax plans that are proposed. He asked voters to do their homework, but he felt they would all feel this is the right move for Sherman. He urged them to support the measure on November 6, 2007.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:50 p.m.

**ANNUAL BUDGET
PROCESS**

**25TH ANNUAL
ARTS FESTIVAL**

**PROPOSED
SALES TAXES**

ADJOURNMENT

MAYOR

CITY CLERK

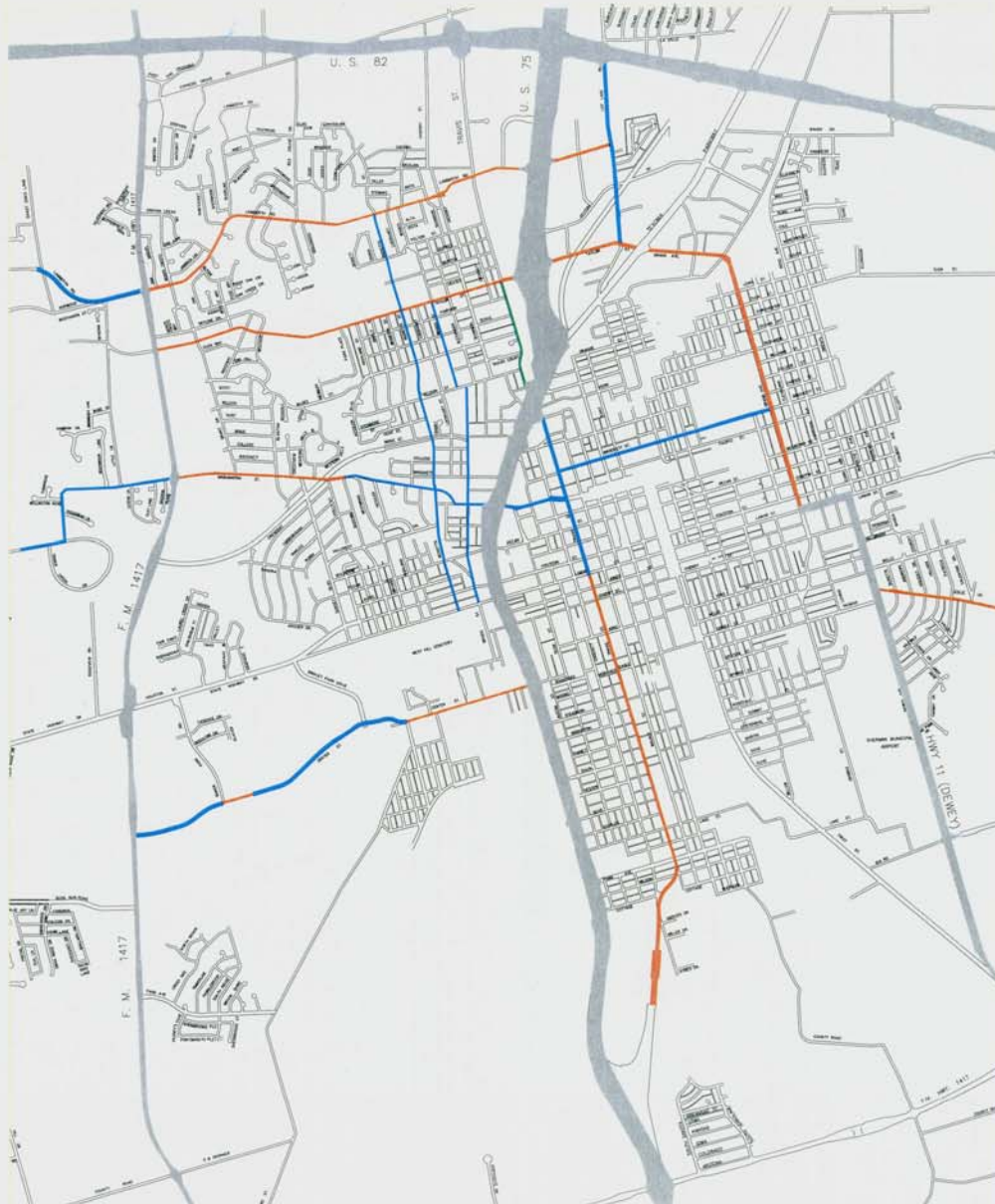


PROPOSED STREET PROJECTS





ENHANCED THOROUGHFARE NETWORK





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5483

Amending the 2006-2007 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2006, through September 30, 2007

Issue

Appropriating additional funds to increase the fiscal year (FY) 2006-2007 budget for the General Fund by \$723,000.00

Background

This budget amendment relates to two items: 1) purchase of a fire truck, and 2) overtime in the Fire Department. The original FY 2006-2007 budget anticipated the purchase of a new fire truck in the current year, to be funded through lease-purchase financing. Although the effects of financing were considered in the budget preparation, funds were not appropriately budgeted for the \$323,000.00 needed to purchase the truck. Additionally, Fire Department overtime is expected to exceed the budget by about \$400,000.00. This budget amendment covers these items.

Origination

Finance

Financial Consideration

This budget amendment will increase total authorized expenditures by \$723,000.00 in the General Fund for FY 2006-2007.

Staff Recommendation

The staff recommends approval of this ordinance.

Alternatives

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

Attachments

Ordinance No. 5483

Budget Summary for General Fund

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5483

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2006-2007 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2006, THROUGH SEPTEMBER 30, 2007; 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 the 2006-2007 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. General Fund: To appropriate an additional \$723,000.00 in the General Fund for the purchase of a fire truck and to fund overtime.

SECTION 2. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED and ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

**General Fund
Summary of Receipts & Expenditures**

	Actual	Current	Revised
	2005-2006	Budget	Budget
	2006-2007	2006-2007	2006-2007
Beginning Fund Balance	\$ 5,229,891	\$5,915,878	\$5,915,878
Receipts			
Property Taxes	6,894,312	7,021,965	7,021,965
Sales Taxes	10,355,403	10,816,301	10,816,301
Franchise Taxes	3,401,743	3,293,233	3,293,233
Other Taxes	116,394	113,000	113,000
Fines & Forfeitures	710,089	704,000	704,000
Recreation	69,949	269,500	269,500
Permits & Licenses	455,348	484,000	484,000
Rentals	4,084	5,000	5,000
Cemetery Sales and Services	128,725	130,000	130,000
Sales & Services	398,500	517,205	517,205
Ambulance Services	1,626,354	1,850,000	1,850,000
Interest	251,467	425,000	425,000
Grants and Miscellaneous	964,203	848,836	848,836
Total Revenues	25,376,571	26,478,040	26,478,040
Transfers In	1,719,559	1,999,564	1,999,564
Total Receipts	27,096,130	28,477,604	28,477,604
Total Funds Available	32,326,021	34,393,482	34,393,482
Expenditures			
Personnel	17,713,301	18,650,286	19,050,286
Supplies	694,899	873,270	873,270
Maintenance	803,112	1,533,163	1,533,163
Utilities	1,323,583	1,427,247	1,427,247
Contract Wages	230,471	304,200	304,200
Computer Services	314,135	380,079	380,079
Debt Service	172,774	286,200	286,200
Contractual and Sundry Services	1,344,759	1,555,206	1,555,206
Vehicle Usage	1,112,762	1,226,297	1,226,297
Equipment and Buildings	1,396,347	1,286,919	1,609,919
Transfers Out- CIP Fund	1,304,000	796,000	796,000
Total Expenditures	26,410,143	28,318,867	29,041,867
Excess Receipts over Expenditures	685,987	158,738	(564,262)
Ending Fund Balance	\$ 5,915,878	\$ 6,074,615	\$ 5,351,615



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5484

Repealing Ordinance No. 5422; Establishing Assignment Pay Schedules for Firefighters and Police Officers

Issue

The City Council is required by state law to establish assignment pay schedules for members of the classified service.

Background

The City Council authorized the assignment pay amounts for firefighters and police officers as part of the fiscal year 2007-2008 budget process. More specifically, the police and fire compensation study adjustments approved by the Council contained provisions to modify base pay and certification pay, as well as these pay types. This proposed ordinance reflects the adoption of these assignment pay changes. A separate resolution will be used to adopt the base pay and certification pay for these departments.

Origination

City Council

Financial Consideration

Funds were appropriated in the recently adopted 2007-2008 budget for these assignment pay changes, the increases of which total about \$5,000.00 annually.

Staff Recommendation

Staff recommends approval.

Alternatives

The City Council could choose not to approve this Ordinance, leaving unchanged the fire and police assignment pay schedules adopted in October 2006 by Ordinance No. 5422.

Attachments

Ordinance No. 5484

Prepared by:

Wayne Blackwell, H.R. Administrator

Approved by:

George Olson, City Manager

ORDINANCE NO. 5484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5422; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; 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 Ordinance No. 5422 is hereby repealed in its entirety.

SECTION 2. That, from and after the effective date of this ordinance, the following Assignment Pay Schedule shall be adopted for the Sherman Fire Department:

- (a) Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Training Officer.
- (b) Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Fire Inspector.
- (c) Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Emergency Medical Services Coordinator.
- (d) Assignment Pay in the amount of \$200.00 shall be paid to the employee assigned by the Fire Chief as the Emergency Management Coordinator.
- (e) Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Assistant Emergency Management Coordinator.
- (f) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief to the Klown Company.
- (g) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief to the Technical Rescue Team.
- (h) Assignment Pay in the amount of \$100.00 per month shall be paid to the employee assigned by the Fire Chief as the SWAT Medic.

SECTION 3. That, from and after the effective date of this ordinance, the following Assignment Pay Schedule shall be adopted for the Sherman Police Department:

- (a) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Chief of Police as Field Training Officers.

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 as required by law.

INTRODUCED and **ADOPTED** on this the ____ day of _____, 2007.

EFFECTIVE DATE on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**DOREEN E. MCGOOKEY
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5485

Closing and Abandoning a Portion of the Right-of-Way being Porter Street from Richards Street to the South Property Lines of Lot 7 of Block 7 and Lot 1 of Block 11, the Alley of Block 7, the Alley of Block 11, Craycroft Street from Richards Street to Dugan Street of Binkley's First Addition, Richards Street from the West Line of Grand Avenue to the East Line of Maxey Street, and Williams Street from Porter Street to Willow Street in the City of Sherman; Conveying the Interest in Said Right-of-Way to the Abutting and Adjacent Property Owner (Austin College)

Issue

To consider approving the closure and abandonment of several street segments as part of their sale to Austin College

Background

Over the past several months, the City Council approved the sale of several street segments to Austin College as part of their campus expansion. Taking this action to close and abandon the streets was inadvertently omitted as part of the sale process. This ordinance will perform the necessary administrative action to officially close and abandon the streets and finalize the property sale.

Origination

Department of Public Works and the City Attorney

Financial Consideration

None

Staff Recommendation

It is recommended that the City Council approve the ordinance closing and abandoning the street segments.

Alternatives

As may be directed by the City Council

Attachments

Ordinance No. 5485

Surveys

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY BEING PORTER STREET FROM RICHARDS STREET TO THE SOUTH PROPERTY LINES OF LOT 7 OF BLOCK 7 AND LOT 1 OF BLOCK 11, THE ALLEY OF BLOCK 7, THE ALLEY OF BLOCK 11, CRAYCROFT STREET FROM RICHARDS STREET TO DUGAN STREET OF BINKLEY'S FIRST ADDITION, RICHARDS STREET FROM THE WEST LINE OF GRAND AVENUE TO THE EAST LINE OF MAXEY STREET, AND WILLIAMS STREET FROM PORTER STREET TO WILLOW STREET IN THE CITY OF SHERMAN; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE ABUTTING AND ADJACENT PROPERTY OWNER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman has previously heard a request from the adjacent property owner to close and vacate a portion of the right-of-way, as further described herein;

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

SECTION 1. That the hereinafter described portion of right-of-way in the City of Sherman, Grayson County shall be closed and abandoned, save and except there is reserved public easements in the right of way described below for any and all existing utilities for right of ingress and egress to same for purposes of operation, maintenance or removal of such utilities or until such utilities shall be abandoned and relocated:

THE ALLEY OF BLOCK 11 OF BINKLEY'S FIRST ADDITION

SITUATED in the County of Grayson, State of Texas, being all of the 12 foot alley in Block Eleven (11) of Binkley's First Addition to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at the Northeast corner of Lot One (1) in said Block Eleven, on the South line of Dugan Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Dugan Street, a distance of 12.00 feet to the Northwest corner of Lot Seven (7) in said Block Eleven;

THENCE South 16 deg. 33 min. 13 sec. East, with the West line of Lots Seven through Twelve in said Block Eleven, a distance of 300.00 feet to the Southwest corner of said Lot Twelve, on the North line of Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said Richards Street, a distance of 12.00 feet to the Southeast corner of Lot Six (6) in said Block Eleven;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of Lots Six through One in said Block Eleven, a distance of 300.00 feet to the PLACE OF BEGINNING, and containing 0.08 ACRES OF LAND or 3600 SQUARE FEET OF LAND more or less.

THE ALLEY OF BLOCK 7 OF BINKLEY'S FIRST ADDITION

SITUATED in the County of Grayson, State of Texas, being all of the 12 foot wide alley in Block Seven (7) of Binkley's First Addition to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at the Northeast corner of Lot One (1) in said Block Seven, on the South line of Dugan Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Dugan Street, a distance of 12.00 feet to the Northwest corner of Lot Seven (7) in said Block Seven;

THENCE South 16 deg. 33 min. 13 sec. East, with the West line of Lots Seven (7) through Twelve (12) in said Block Seven, a distance of 300.00 feet to the Southwest corner of said Lot Twelve (12), on the North line of Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said Richards Street, a distance of 12.00 feet to the Southeast corner of Lot Six (6) in said Block Seven;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of Lots Six (6) through One (1) in said Block Seven, a distance of 300.00 feet to the PLACE OF BEGINNING, and containing 0.08 ACRES OF LAND or 3600 SQUARE FEET OF LAND more or less.

PORTER STREET FROM RICHARDS STREET TO THE SOUTH PROPERTY LINES OF LOT 7 OF BLOCK 7 AND LOT 1 OF BLOCK 11 OF BINKLEY'S FIRST ADDITION

SITUATED in the County of Grayson, State of Texas, being that portion of Porter Street lying East of, and adjacent to the East line of Lots Eight (8) thru Twelve (12) in Block Seven (7), and West of and adjacent to the West line of Lots Two (2) thru Six (6) in Block Eleven (11) of Binkley's First Addition to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson

County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at the Southeast corner of both said Lot Twelve, and Block Seven, at the intersection of the West line of said Porter Street with the North line of Richards Street;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of said Block Seven, the West line of said Porter Street, a distance of 250.00 feet to the Northeast corner of said Lot Eight (8), the Southeast corner of Lot Seven (7) in said Block Seven;

THENCE North 74 deg. 00 min. 00 sec. East, a distance of 60.00 feet to the Southwest corner of Lot One (1), the Northwest corner of said Lot Two (2) in said Block Eleven, on the East line of said Porter Street;

THENCE South 16 deg. 33 min. 13 sec. East, with the East line of said Porter Street, the West line of said Block Eleven a distance of 250.00 feet to the Southwest corner of both said Lot Six, and Block Eleven, at the intersection of the East line of said Porter Street with the North line of said Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 60.00 feet to the PLACE OF BEGINNING, and containing 0.34 ACRES OF LAND or 14999 SQUARE FEET OF LAND more or less.

**CRAYCROFT STREET
FROM RICHARDS STREET TO DUGAN STREET**

SITUATED in the County of Grayson, State of Texas, being that portion of Craycroft Street lying East of and adjacent to the East line of Lots Nine (9) thru Twelve (12) in Block Eleven (11) of Binkley's First Addition to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed of Records, Grayson County, Texas, and West of and adjacent to the West line of Block Thirty (30) of S.M. Luckett's Replat of Block No. 30 of W.P. Carter's Addition to the City of Sherman, Texas as shown by plat of record in Volume 138, Page 273, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at the Southeast corner of said Block Eleven, at the intersection of the West line of said Craycroft Street with the North line of Richards Street;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of said Block Eleven, the West line of said Craycroft Street, a distance of 200.00 feet to the Northeast corner of said Lot Nine (9), the Southeast corner of Lot Eight (8) in said Block Eleven;

THENCE North 74 deg. 00 min. 00 sec. East, a distance of 61.93 feet to the Northwest corner of said Block Thirty at the intersection of the East line of said Craycroft Street with the South line of Dugan Street;

THENCE South 16 deg. 00 min. 00 sec. East, with the East line of said Craycroft Street, the West line of said Block Thirty, a distance of 200.00 feet to the Southwest corner of said Block Thirty, at the intersection of the East line of said Craycroft Street with the North line of said Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 60.00 feet to the PLACE OF BEGINNING, and containing 0.28 ACRES OF LAND or 12193 SQUARE FEET OF LAND more or less.

**RICHARDS STREET
FROM WEST LINE OF GRAND AVE. TO THE EAST LINE OF MAXEY ST.**

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and the Charles Carter Survey, Abstract No. 229, being all of Richards Street from the West line of Grand Avenue to the East line of Maxey Street, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set ½ inch rebar at the intersection of the North line of said Richards Street with the West line of Grand Avenue;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said Grand Avenue, a distance of 60.00 feet to a set ½ inch rebar at its intersection with the South line of said Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Richards Street, a distance of 2396.50 feet to a set ½ inch rebar at its intersection with the East line of Maxey Street;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said Maxey Street, a distance of 60.00 feet to a set ½ inch rebar at its intersection with the North line of said Richards Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Richards Street, a distance of 2396.50 feet to the PLACE OF BEGINNING, and containing 3.30 ACRES OF LAND or 143,790 SQUARE FEET OF LAND more or less.

**WILLIAMS STREET
FROM PORTER STREET TO WILLOW STREET**

SITUATED in the County of Grayson, State of Texas, being that portion of Williams Street lying South of, and adjacent to the South line of Block Eight (8), and North of and adjacent to the North line of Block Nine (9) of Binkley's First Addition to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and lying between Willow Street and Porter Street, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at the Southwest corner of both said Block Eight, at the intersection of the North line of said Williams Street with the East line of Willow Street;

THENCE South 74 deg. 00 min. 00 sec. East, with the North line of said Williams Street, the South line of said Block Eight a distance of 260.00 feet to the Southeast corner of said Block Eight, at the intersection of the North line of said Williams Street with the West line of said Porter Street;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 60.00 feet to the Northeast corner of said Block Nine, at the intersection of the South line of said Williams Street with the West line of said Porter Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Williams Street, the North line of said Block Nine, a distance of 260.00 feet to the Northwest corner of said Block Nine, at the intersection of the South line of said Williams Street with the East line of said Willow Street;

THENCE North 16 deg. 00 min. 00 sec. West, a distance of 60.00 feet to the PLACE OF BEGINNING, and containing 0.36 ACRES OF LAND.

SECTION 2. That it is the intent of the City Council that the right and interest in such right-of-way herein closed and vacated shall vest to the abutting property owner by appropriate conveyance of said right-of-way herein described.

SECTION 3. 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 _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

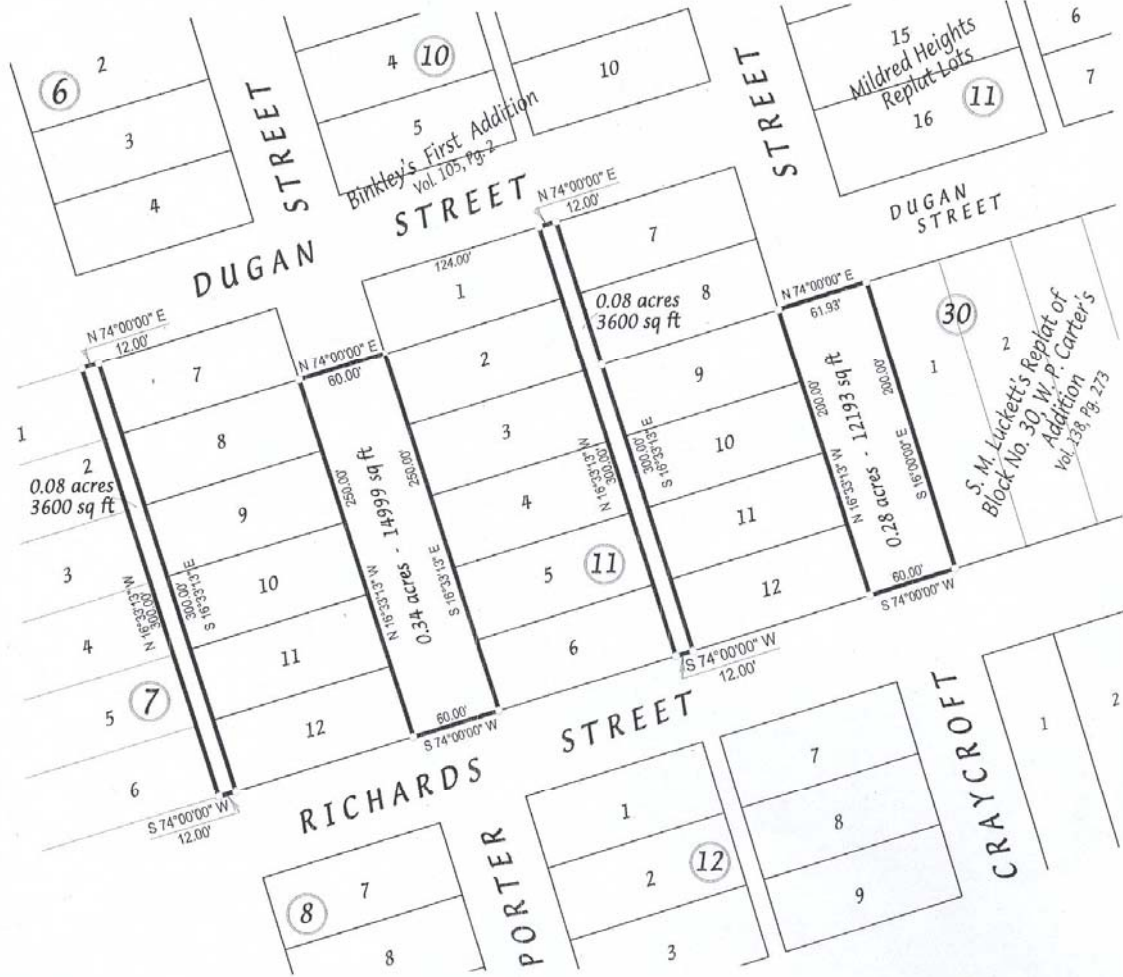
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY, CITY ATTORNEY



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

12 FOOT ALLEY
through
BLOCK ELEVEN (11), BINKLEY'S FIRST ADDITION

SITUATED in the County of Grayson, State of Texas, being all of the 12 foot wide alley in Block ELEVEN (11) of BINKLEY'S FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Northeast corner of Lot One (1) in said Block Eleven, on the South line of Dugan Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Dugan Street, a distance of 12.00 feet to the Northwest corner of Lot Seven (7) in said Block Eleven;

THENCE South 16 deg. 33 min. 13 sec. East, with the West line of Lots Seven through Twelve in said Block Eleven, a distance of 300.00 feet to a the Southwest corner of said Lot Twelve, on the North line of Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said Richards Street, a distance of 12.00 feet to the Southeast corner of Lot Six (6) in said Block Eleven;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of Lots Six through One in said Block Eleven, a distance of 300.00 feet to the PLACE OF BEGINNING, and containing 0.08 ACRES OF LAND or 3600 SQUARE FEET OF LAND more or less.....

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12 FOOT ALLEY
through
BLOCK SEVEN (7), BINKLEY'S FIRST ADDITION

SITUATED in the County of Grayson, State of Texas, being all of the 12 foot wide alley in Block SEVEN (7) of BINKLEY'S FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Northeast corner of Lot One (1) in said Block Seven, on the South line of Dugan Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Dugan Street, a distance of 12.00 feet to the Northwest corner of Lot Seven (7) in said Block Seven;

THENCE South 16 deg. 33 min. 13 sec. East, with the West line of Lots Seven through Twelve in said Block Seven, a distance of 300.00 feet to a the Southwest corner of said Lot Twelve, on the North line of Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said Richards Street, a distance of 12.00 feet to the Southeast corner of Lot Six (6) in said Block Seven;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of Lots Six through One in said Block Seven, a distance of 300.00 feet to the PLACE OF BEGINNING, and containing 0.08 ACRES OF LAND or 3600 SQUARE FEET OF LAND more or less.....

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PORTER STREET
Portion of street between
BLOCKS SEVEN (7), and ELEVEN (11), BINKLEY'S FIRST ADDITION

SITUATED in the County of Grayson, State of Texas, being that portion of PORTER STREET lying East of, and adjacent to the East line of Lots Eight (8) thru Twelve (12) in Block SEVEN (7), and West of and adjacent to the West line of Lots Two (2) thru Six (6) in Block ELEVEN (11) of BINKLEY'S FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Southeast corner of both said Lot Twelve, and Block Seven, at the intersection of the West line of said Porter Street with the North line of Richards Street;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of said Block Seven, the West line of said Porter Street, a distance of 250.00 feet to the Northeast corner of said Lot Eight (8), the Southeast corner of Lot Seven (7) in said Block Seven;

THENCE North 74 deg. 00 min. 00 sec. East, a distance of 60.00 feet to the Southwest corner of Lot One (1), the Northwest corner of said Lot Two (2) in said Block Eleven, on the East line of said Porter Street;

THENCE South 16 deg. 33 min. 13 sec. East, with the East line of said Porter Street, the West line of said Block Eleven a distance of 250.00 feet to the Southwest corner of both said Lot Six, and Block Eleven, at the intersection of the East line of said Porter Street with the North line of said Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 60.00 feet to the PLACE OF BEGINNING, and containing 0.34 ACRES OF LAND or 14999 SQUARE FEET OF LAND more or less.....

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CRAYCROFT STREET
between portion of
BLOCK ELEVEN (11), BINKLEY'S FIRST ADDITION
and BLOCK THIRTY (30) of
S.M. LUCKETT'S REPLAT of BLOCK 30 of W.P. CARTER'S ADDITION

SITUATED in the County of Grayson, State of Texas, being that portion of CRAYCROFT STREET lying East of and adjacent to the East line of Lots Nine (9) thru Twelve (12) in Block ELEVEN (11) of BINKLEY'S FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and West of and adjacent to the West line of Block Thirty (30) of S. M. Lockett's Replat of Block No. 30 of W. P. Carter's Addition to the City of Sherman, Texas as shown by plat of record in Volume 138, Page 273, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Southeast corner of said Block Eleven, at the intersection of the West line of said Craycroft Street with the North line of Richards Street;

THENCE North 16 deg. 33 min. 13 sec. West, with the East line of said Block Eleven, the West line of said Craycroft Street, a distance of 200.00 feet to the Northeast corner of said Lot Nine (9), the Southeast corner of Lot Eight (8) in said Block Eleven;

THENCE North 74 deg. 00 min. 00 sec. East, a distance of 61.93 feet to the Northwest corner of said Block Thirty at the intersection of the East line of said Craycroft Street with the South line of Dugan Street;

THENCE South 16 deg. 00 min. 00 sec. East, with the East line of said Craycroft Street, the West line of said Block Thirty, a distance of 200.00 feet to the Southwest corner of said Block Thirty, at the intersection of the East line of said Craycroft Street with the North line of said Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 60.00 feet to the PLACE OF BEGINNING, and containing 0.28 ACRES OF LAND or 12193 SQUARE FEET OF LAND more or less.....

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SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J. B. McANAIR SURVEY, Abstract No. 763, and the CHARLES CARTER SURVEY, Abstract No. 229, being all of RICHARDS STREET from the West line of Grand Avenue to the East line of Maxey Street, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set 1/2 inch rebar at the intersection of the North line of said Richards Street with the West line of Grand Avenue;

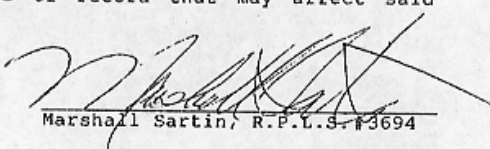
THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said Grand Avenue, a distance of 60.00 feet to a set 1/2 inch rebar at its intersection with the South line of said Richards Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Richards Street, a distance of 2396.50 feet to a set 1/2 inch rebar at its intersection with the East line of Maxey Street;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said Maxey Street, a distance of 60.00 feet to a set 1/2 inch rebar at its intersection with the North line of said Richards Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Richards Street, a distance of 2396.50 feet to the PLACE OF BEGINNING, and containing 3.30 ACRES OF LAND or 143,790 SQUARE FEET OF LAND more or less.....

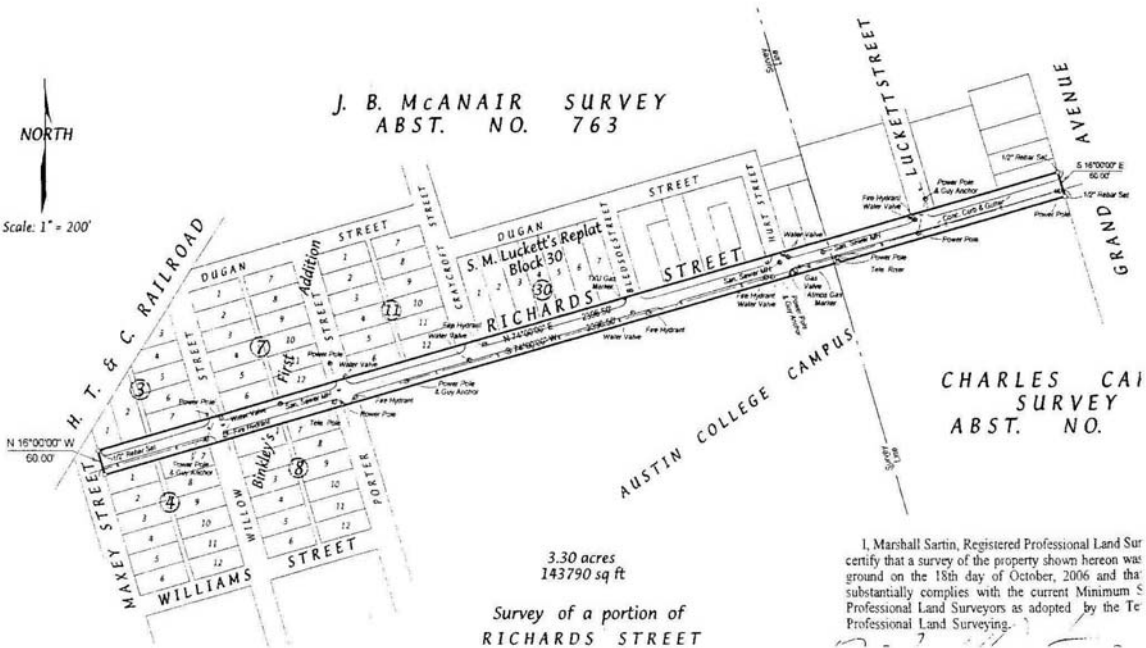
I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 18 th day of October, 2006 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record that may affect said property.


Marshall Sartin, R.P.L.S. #3694



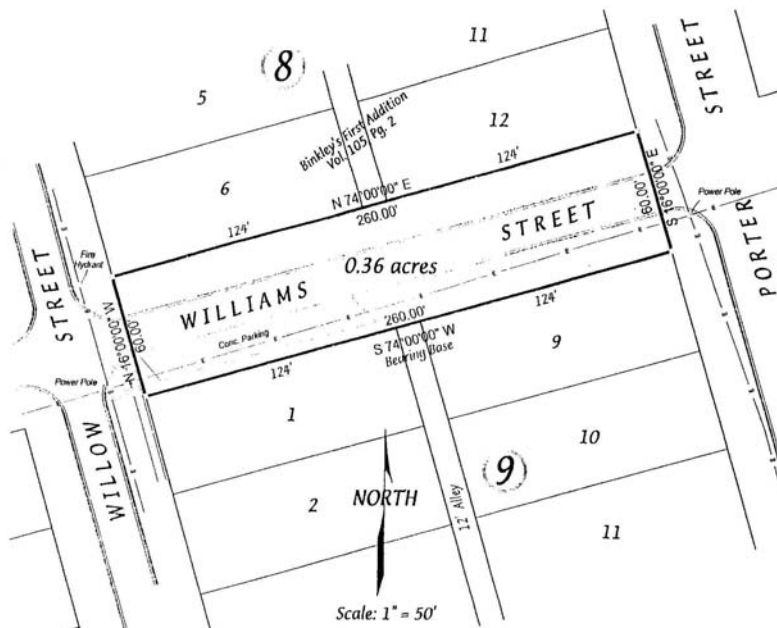
NORTH
Scale: 1" = 200'

J. B. McANAIR SURVEY
ABST. NO. 763



3.30 acres
143790 sq ft
Survey of a portion of
RICHARDS STREET

I, Marshall Sartin, Registered Professional Land Surveyor, certify that a survey of the property shown hereon was ground on the 18th day of October, 2006 and that substantially complies with the current Minimum Standards of Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: AUSTIN COLLEGE

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 25 th day of June, 2007 of the following described property.

(LEGAL DESCRIPTION ATTACHED)

That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin
Marshall Sartin
R.P.L.S. # 3694



900WILLI.pcs

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being that portion of WILLIAMS STREET lying South of and adjacent to the South line of Block Eight (8), and North of and adjacent to the North line of Block Nine (9) of BINKLEY'S FIRST ADDITION to the City of Sherman, Texas as shown by plat of Record in Volume 105, Page 2, Deed Records, Grayson County, Texas, and lying between Willow Street, and Porter Street, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Southwest corner of said Block Eight, at the intersection of the North line of said Williams Street with the East line of Willow Street;

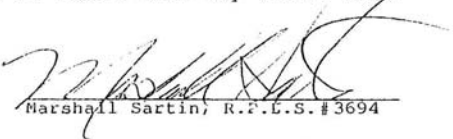
THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Williams Street, the South line of said Block Eight, a distance of 260.00 feet to the Southeast corner of said Block Eight, at the intersection of the North line of said Williams Street with the West line of Porter Street;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 60.00 feet to the Northeast corner of said Block Nine, at the intersection of the South line of said Williams Street with the West line of said Porter Street;

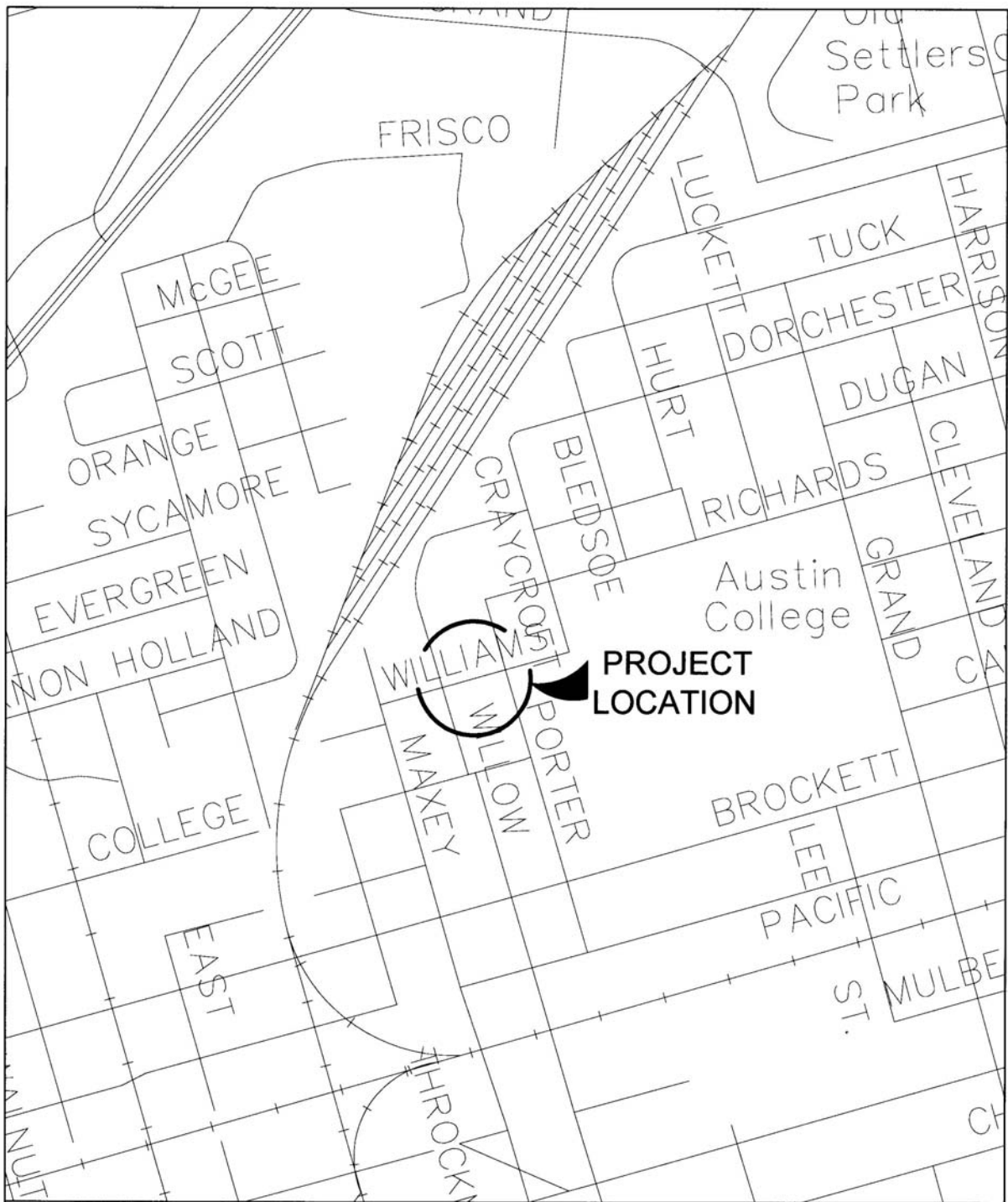
THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Williams Street, the North line of said Block Nine, a distance of 260.00 feet to the Northwest corner of said Block Nine, at the intersection of the South line of said Williams Street with the East line of Willow Street;

THENCE North 16 deg. 00 min. 00 sec. West, a distance of 60.00 feet to the PLACE OF BEGINNING, and containing 0.36 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 25 th day of June, 2007 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record that may affect said property.


Marshall Sartin, R.P.L.S. #3694





City of Sherman, Texas

**CONVEYANCE TO AUSTIN COLLEGE
WILLIAMS STREET from PORTER ST to WILLOW**

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCE NO. 5479

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2007; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

Issue

To consider the adoption of the Ad Valorem Tax Rate proposed for the upcoming fiscal year, as mandated by revisions in the State of Texas Truth-In-Taxation Laws

Background

For 2007, any city that sets a tax rate that exceeds the effective tax rate must: (1) hold a meeting to discuss the tax rate and set two public hearings; (2) hold two separate public hearings that are 3 to 14 days apart; and (3) pass an ordinance setting the tax rate at a meeting held 3 to 14 days after the second public hearing. The effective tax rate is the rate that yields the same amount of revenue as the prior year on property that is taxed in both years. This year's effective tax rate is \$0.391446, with a rollback rate of \$0.442118. At the Budget Workshop, the City Council directed that the actual tax rate remain at \$0.400000 per \$100 valuation. The required public hearings were held at the City Council's August 20th and September 4th meetings. This is the City Council's final action on the proposed Ad Valorem Tax Rate for the tax year 2007.

Origination

Finance Department

Financial Consideration

The proposed tax rate will generate approximately \$7.4 million in property tax revenues. Failure to follow the law allows a taxpayer to sue in district court to stop the City of Sherman from adopting a tax rate until it complies with the law.

Staff Recommendation

Based on the Budget Workshop and discussion of the draft budget, the staff recommends the adoption of a \$.40/\$100 tax rate.

Alternatives

The City Council could set a lower tax rate. At this date, it is not feasible to set a rate higher than \$0.400000 per \$100 valuation. Setting a rate over \$0.400000 per \$100 valuation due to the mandated publication and hearing requirements.

Attachments

Ordinance No. 5479

"2007 Property Rates in CITY OF SHERMAN"

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2007; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; 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 there be, and there is hereby, levied and shall be collected an ad valorem tax of 0.40/100 Dollars (\$0.40) on all taxable property situated within the corporate limits of the City of Sherman on the first day of January, A.D., 2007, and not exempt from taxation by the constitution and laws of the State of Texas, apportioned as follows, to-wit:

FOR GENERAL FUND EXPENDITURES, \$0.40 on each One Hundred Dollars (\$100.00) assessed valuation of such property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.74 PER MONTH, ASSUMING THAT THE VALUE OF THE HOME INCREASED BY THE PERCENTAGE THE PROPOSED TAX RATE EXCEEDS THE EFFECTIVE TAX RATE. SINCE THE ACTUAL TAX RATE IS UNCHANGED, THE TAXES ON ANY PROPERTY WILL VARY FROM THE PRIOR YEAR BY THE PERCENTAGE CHANGE IN THE VALUATION OF THE PROPERTY.

SECTION 2. That a penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February, 2007. Penalty charges shall be in accordance with the following schedule:

If paid in February, 2008	6%
If paid in March, 2008	7%
If paid in April, 2008	8%
If paid in May, 2008	9%
If paid in June, 2008	10%
If paid on or after July 1, 2008	12%

All delinquent taxes shall accrue interest from the date of delinquency at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid.

Pursuant to Section 33.07 of the Texas Property Tax Code, an additional penalty of 15% of the amount of taxes, penalty and interest that remain due after July 1, 2008, shall be assessed to defray the cost of collection.

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

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the 4th day of September, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN M. MCGOOKEY,
CITY ATTORNEY

2007 Property Tax Rates in CITY OF SHERMAN

This notice concerns 2007 property tax rates for CITY OF SHERMAN. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$6,915,297
Last year's debt taxes	\$0
Last year's total taxes	\$6,915,297
Last year's tax base	\$1,728,824,250
Last year's total tax rate	0.400000/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$6,542,708
÷ This year's adjusted tax base (after subtracting value of new property)	\$1,671,417,662
= This year's effective tax rate	0.391446/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, and/or enhanced indigent health care expenditures)	\$9,479,800
÷ This year's adjusted tax base	\$1,671,417,662
= This year's effective operating rate	0.567171/\$100
x 1.08=this year's maximum operating rate	0.612544/\$100
+ This year's debt rate	0.000000/\$100
= This year's total rollback rate	0.612544/\$100
- Sales tax adjustment rate	0.170426/\$100
= Rollback tax rate	0.442118/\$100

Statement of Increase/Decrease

If CITY OF SHERMAN adopts a 2007 tax rate equal to the effective tax rate of 0.391446 per \$100 of value, taxes would decrease compared to 2006 taxes by \$169,153.

Schedule A - Unencumbered Fund Balances

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
MAINTENANCE & OPERATIONS	\$600,000
INTEREST & SINKING	\$0

Schedule B - 2007 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Enter Text Here	\$0	\$0	\$0	\$0
Total Required for 2006 Debt Service				\$0
- Amount (if any) paid from funds listed in Schedule A				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2007				\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2007				\$0
= Total Debt Levy				\$0

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$2,937,092 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 100 W. HOUSTON, SHERMAN, TX 75090.

Name of person preparing this notice: JOHN RAMSEY

Title: TAX ASSESSOR-COLLECTOR GRAYSON COUNTY

Date Prepared: August 1, 2007



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. B.5

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5483, 5484 and 5485

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5483

Amending the 2006-2007 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2006, through September 30, 2007

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5484

Repealing Ordinance No. 5422; Establishing Assignment Pay Schedules for Firefighters and Police Officers

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5485

Closing and Abandoning a Portion of the Right-of-Way being Porter Street from Richards Street to the South Property Lines of Lot 7 of Block 7 and Lot 1 of Block 11, the Alley of Block 7, the Alley of Block 11, Craycroft Street from Richards Street to Dugan Street of Binkley's First Addition, Richards Street from the West Line of Grand Avenue to the East Line of Maxey Street, and Williams Street from Porter Street to Willow Street in the City of Sherman; Conveying the Interest in Said Right-of-Way to the Abutting and Adjacent Property Owner (Austin College)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. B.6

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. 5080

Authorizing the Execution of a Field Use Agreement with Austin College for the Use of Field #6 at Old Settlers Park

C.3 * RESOLUTION NO. 5082

Authorizing Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, the Child Guidance Clinic of Texoma, and the Boys and Girls Club, Inc. for the Use of Community Development Block Grant Funds

C.5 * RESOLUTION NO. 5084

Awarding a Bid to and Authorizing Execution of a Contract with Texas Electric Utility Construction to Construct the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lighting and Electrical Project

C.6 * RESOLUTION NO. 5085

Approving Greater Texoma Utility Authority to Enter into Contracts with Morris Engineers for Engineering Services and Underwood Drafting & Surveying for Surveying Services on the Highway 82 West Phase II Water Line Project

C.7 * RESOLUTION NO. 5086

Approving Greater Texoma Utility Authority to Enter into a Contract with Whitewater Construction, Inc. for the Ross Avenue Sewer Main Replacement Project

C.8 * RESOLUTION NO. 5087

Authorizing the Purchase of Residential Trash and Recycling Carts through the Houston-Galveston Area Council of Governments (H-GAC) for the Solid Waste Services Department

C.9 * RESOLUTION NO. 5088

Authorizing the Purchase of an Asphalt Milling and Recycling Attachment from Asphalt Zipper, Inc., through the Houston-Galveston Area Council of Governments (H-GAC), for the Street Department

C.10 * RESOLUTION NO. 5089

Awarding a Bid to August Industries, Inc. for the Purchase of a High Pressure Breathing Air Station for Use by the Fire Department

C.11 * RESOLUTION NO. 5090

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction to Rebuild a Culvert on King Street at First Street

C.12 * RESOLUTION NO. 5091

Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Inc. for the Dorchester #8 Trinity Well Repairs

C.13 * RESOLUTION NO. 5092

Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Inc. for the Dorchester #10 Trinity Well Repairs

C.14 * RESOLUTION NO. 5093

Awarding a Bid to and Authorizing Execution of a Contract with Sludge Technology, Inc. for the 2007 Biosolids Project at the Wastewater Treatment Plant

C.15 * RESOLUTION NO. 5094

Authorizing Execution of a Developer's Agreement with Sherman Hills Country Club, Ltd. for Construction of Public Facilities in the Sunrise Tract, Phase I, of the Sherman Hills Addition to the City of Sherman

D.1 * REQUEST TO ADVERTISE

Reconstruction of an Existing Culvert on Lake Street

D.2 * REQUEST TO ADVERTISE

Wastewater Treatment Plant – Digester Rehabilitation

D.3 * CHANGE ORDER NO. 1

Howard Construction, Inc.; Dexter Street Water Main Replacement; \$6,787.50, Increase



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5080**

**Authorizing the Execution of a Field Use Agreement with Austin College
for the Use of Field #6 at Old Settlers Park**

Issue

To consider the adoption of a Cooperative Agreement between the City of Sherman and Austin College for the use of Field #6 at Old Settlers Park for the Austin College Varsity Women's Softball practices and games during the period of September 17, 2007 through April 30, 2009

Background

Austin College and the City of Sherman completed the initial Cooperative Agreement for the use of Field #6 at Old Settlers Park by the Austin College Varsity Women's Softball team. The agreement was for fall and spring practices and games at a cost of \$3,145.00 to Austin College. At this time, a two (2) year agreement (2007-2008 & 2008-2009) is being proposed for the use and maintenance associated with Old Settlers Field #6 at a cost of \$3,500.00 for each of the two (2) years.

Origination

Timothy Millerick, Vice President for Student Affairs and Athletics – Austin College

Financial Consideration

The City of Sherman will receive \$3,500.00 from Austin College for the use and maintenance of Field #6 at Old Settlers Park during fiscal year (FY) 2007-2008 and FY 2008-2009, to cover the City's costs associated with such use.

Staff Recommendation

It is recommended that the Sherman City Council approve the attached two (2) year Cooperative Agreement with Austin College for the use of Field #6 at Old Settlers Park for their Varsity Women's Softball practices and games.

Alternatives

As may be directed by the Sherman City Council

Attachments

Resolution No. 5080

Field Use Agreement and Exhibits A, B and C

Prepared by:

Ben Uselton, Parks and Recreation Administrator

Approved by:

George Olson, City Manager

RESOLUTION NO. 5080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A FIELD USE AGREEMENT WITH AUSTIN COLLEGE FOR THE USE OF FIELD #6 AT OLD SETTLERS PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas owns the public park named Old Settlers Park; and

WHEREAS, Austin College would like to use Field #6 at Old Settlers Park for Austin College Women's Softball practices and games; and

WHEREAS, Austin College wishes to enter into a Field Use Agreement with the City of Sherman permitting such use;

NOW, THEREFORE, 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 an Agreement between the City of Sherman and Austin College for the use of Field #6 at Old Settlers Park, in accordance with the contract documents attached hereto and incorporated herein for all purposes

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

**FIELD USE AGREEMENT
BY AND BETWEEN
THE CITY OF SHERMAN AND AUSTIN COLLEGE**

THIS AGREEMENT entered into on the 17th day of September, 2007, by and between the **CITY OF SHERMAN, TEXAS**, hereinafter referred to as “CITY” and **AUSTIN COLLEGE**, hereinafter referred to as “AC”. All payments made under this agreement shall be paid from current revenues of CITY and AC.

1. CITY and AC will participate in a Field Use Agreement with each other for the use of Field #6 at Old Settlers Park.
2. CITY and AC will designate an appointee to act under the direction of and on behalf of each of the contracting parties hereto in relation to the field use agreement, with such persons being authorized agents of each of the respective parties hereto.
3. CITY does hereby authorize AC to use Field #6 at Old Settlers Park and its surrounding parking areas, public restrooms, bleachers and scoreboard.
4. CITY and AC agree that any permanent structure(s) added to the facility by AC shall become the property of CITY, under its control and operation.
5. CITY and AC agree upon an effective date of September 17, 2007, through April 30, 2009, as specified in Exhibit “A”, attached hereto and made a part hereof for all purposes (AC Softball Practice/Game Schedule 2007-2008), wherefore AC will have priority on said facility only during the times specified. CITY reserves the right to schedule said facility when not in use by AC.
6. CITY will have the following rights, duties and obligations:
 - a. CITY will, at its own expense, keep and maintain the facilities in a good and usable condition;
 - b. CITY will provide keys to AC staff for designated ball field entrances, lights, and restrooms. Within two (2) weeks after the AC season ends, all keys provided by CITY to AC shall be returned to the designated CITY appointee;
 - c. CITY will provide EMERGENCY PHONE LIST of CITY staff to AC;
 - d. CITY will be responsible for electricity, water, sewer and waste disposal utility expenses.

7. CITY will maintain in a good and usable condition the infield and all turf areas in the outfield to include mowing, weed control, fertilizing and herbicide spraying as allowed by its budget, and will be the sole judge of the acceptability of such maintenance.
8. CITY will be responsible for dragging the infield and marking the baselines, one time per day only, for scheduled games.
9. CITY will perform maintenance of Field #6. AC will be prohibited from performing any maintenance to any turf, infield, equipment, or building owned by CITY, without permission of the Sherman Parks and Recreation Department.
10. CITY will be responsible for the maintenance of all irrigation systems and the watering of the infield (dirt) and outfield (turf).
11. CITY will be responsible for the maintenance of area and ball field lighting systems, including scoreboard and control box.
12. CITY will maintain all bleachers, dug-outs, backstops, fences and gates in a safe, secure and functional condition.
13. CITY will service and maintain cleanliness of restroom facilities prior to each scheduled game.
14. CITY will provide appropriate litter receptacles and the emptying of these receptacles.
15. CITY reserves the right to appoint concession operator(s).
16. CITY will be solely responsible for making field closure decisions prior to or on game day, but not during play, as specified in Exhibit "B", attached hereto and made a part hereof for all purposes.
17. AC will have the following rights, duties and obligations:
 - a. AC will pay the CITY a flat fee of THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$3,500.00), for this Field Use Agreement, to be paid during the month of January 2008 and January 2009;
 - b. AC will pay CITY additional fees as shown in Exhibit "C" attached hereto and made a part hereof for all purposes for "After-Hour/Weekend" maintenance, as may be necessary due to inclement weather;
 - c. AC will comply with all Federal, State and Local laws;
 - d. AC has the sole responsibility and obligation for ensuring that the field and equipment are in a safe, usable condition, suitable for play, immediately before the start of any practice and/or game, continuing and during the play of such practice

and/or game, and shall immediately stop play when such play can not be conducted safely for any reason, including, but not limited to, the condition of the grounds, equipment or weather;

- e. AC has the sole responsibility for providing an infield tarp for the field, placing the tarp on the field prior to inclement weather, as well as, the removal of the tarp prior to any practice and/or game;
 - f. AC will provide all required field equipment (i.e., bases, pitching rubber, home plate, etc...) which are not standard at the facility;
 - g. AC will not have any other use of the facilities for the time not designated herein;
 - h. AC will not sub-lease the facilities;
 - i. AC will provide an EMERGENCY CONTACT PHONE LIST of AC staff to CITY.
- 18. AC will provide adequate laborers from their staff, as necessary, to perform associated maintenance/preparation of the facility as appropriate and/or required during times of inclement weather. These laborers will assist and perform duties as coordinated and assigned by CITY.
 - 19. AC will be responsible for and/or may drag and line a field between scheduled games, as necessary, and/or may drag and prep the home plate area/pitchers pad prior to each practice with appropriate equipment and materials approved by CITY.
 - 20. AC will be prohibited from performing any maintenance to any turf or infield areas except as stated in #18 and #19 above.
 - 21. AC will ensure that all secured areas remain locked or are relocked at the completion of each game and/or practice.
 - 22. AC will only use athletic field lights directly associated with Field #6. When play concludes, AC will be responsible for ensuring that lights are turned off. Athletic field lights will not be turned on before dusk unless atmospheric conditions create a condition necessitating lights for safe use of the field.
 - 23. AC will be responsible for daily collection and policing of all litter on and around Field #6, to include playing areas, warm-up areas, dug-outs, fences, and bleachers. All litter will be placed in receptacles provided by CITY.
 - 24. AC will be responsible for opening all entrances prior to scheduled practices/games and closing/locking all entrances at the completion of all scheduled practices/games.
 - 25. AC will not use any other facilities at Old Settlers Park, unless otherwise specified and/or approved.

26. AC will be prohibited from installing permanent signs of any kind at the facilities or within the park. Furthermore, the placement of temporary signs must be pre-approved by the Parks and Recreation Department prior to placement.
27. AC will accept responsibility for any and all costs, damages, or expenses arising from any accident or other occurrence to persons or property on the premises belonging to CITY which occurs while AC has control of the subject premises and which are attributable to the negligence of AC.
28. AC will be solely responsible for any additional security at the premises during scheduled games.
29. AC understands that all goods and personal property of any kind of AC's in or on the premises will be the sole responsibility of AC, and in no event will CITY be liable for any loss or damage to these goods or property for any reason whatsoever.
30. AC is responsible for obtaining its own general liability insurance, and the CITY shall be named as additional insured on AC policies covering the use of the CITY facilities.
31. INDEMNIFICATION. AC agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the usage of Field #6 at Old Settlers Park by AC, or caused by the negligent act or omission of AC, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties. In addition, this indemnification and hold harmless shall apply to any imputed or actual joint enterprise liability.
32. AC 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 AC in fulfilling its obligation hereunder to defend and indemnify CITY, unless such a right is expressly waived by CITY in writing by the City Manager after proper authorization from 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 AC'S obligation to defend the CITY or as a waiver of AC'S obligation to indemnify the CITY pursuant to this Contract. AC shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If AC fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and AC shall be liable for all costs incurred by CITY in defense of Claims for which AC is liable under this Agreement.
33. Notwithstanding anything to the contrary herein, both CITY and AC agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.

34. By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.
35. This agreement may not be terminated, amended or altered in any manner without sixty (60) days prior written notice to the other party.
36. This agreement does not waive any governmental or other immunity otherwise available to either party hereto, nor does it create any right or cause of action by persons or entity not a party hereto.

AUSTIN COLLEGE

CITY OF SHERMAN, TEXAS

BY: _____
Heidi Ellis
Vice President for Business Affairs

BY: _____
George Olson, City Manager

ATTEST:

ATTEST:

BY: _____
Timothy Millerick
Vice President for Student Affairs
and Athletics

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

Doreen E. McGookey, City Attorney

EXHIBIT A

Austin College Softball Fall Schedule 2007 Old Settlers Park - Field #6

Date	Event	Time
Saturday, September 1		
Sunday, September 2		
Monday, September 3		
Tuesday, September 4		
Wednesday, September 5		
Thursday, September 6		
Friday, September 7		
Saturday, September 8		
Sunday, September 9	Practice	2:00 - 6:00
Monday, September 10	Practice	4:00 - 6:15
Tuesday, September 11	Practice	4:00 - 6:15
Wednesday, September 12	Practice	4:00 - 6:15
Thursday, September 13		
Friday, September 14	Practice	4:00 - 6:15
Saturday, September 15		
Sunday, September 16	Practice	3:00 - 6:00
Monday, September 17	Practice	4:00 - 6:15
Tuesday, September 18	Practice	4:00 - 6:00
Wednesday, September 19	Practice	4:00 - 6:00
Thursday, September 20		
Friday, September 21	Practice	4:00 - 6:00
Saturday, September 22		
Sunday, September 23	Practice	3:00 - 6:00
Monday, September 24	Practice	4:00 - 6:15
Tuesday, September 25	Practice	4:00 - 6:15
Wednesday, September 26	Practice	4:00 - 6:15
Thursday, September 27		
Friday, September 28	Practice	4:00 - 6:15
Saturday, September 29	SOSU Round Robin	Durant, OK

Austin College Softball Spring Softball Schedule January 2008
Old Settlers Park - Field # 6

Date	Event	Time
Tuesday, January 1		
Wednesday, January 2		
Thursday, January 3		
Friday, January 4		
Saturday, January 5		
Sunday, January 6		
Monday, January 7	Practice	3:00 - 6:15
Tuesday, January 8	Practice	3:00 - 6:15
Wednesday, January 9	Practice	3:00 - 6:15
Thursday, January 10	Practice	3:00 - 6:15
Friday, January 11	Practice	3:00 - 6:15
Saturday, January 12		
Sunday, January 13		
Monday, January 14	Practice	3:00 - 6:15
Tuesday, January 15	Practice	3:00 - 6:15
Wednesday, January 16	Practice	3:00 - 6:15
Thursday, January 17	Practice	3:00 - 6:15
Friday, January 18	Practice	3:00 - 6:15
Saturday, January 19		
Sunday, January 20		
Monday, January 21	Practice	3:00 - 6:15
Tuesday, January 22	Practice	3:00 - 6:15
Wednesday, January 23	Practice	3:00 - 6:15
Thursday, January 24	Practice	3:00 - 6:15
Friday, January 25	Practice	3:00 - 6:15
Saturday, January 26		
Sunday, January 27		
Monday, January 28	Practice	4:00 - 6:15
Tuesday, January 29	Practice	4:00 - 6:15
Wednesday, January 30	Practice	4:00 - 6:15
Thursday, January 31	Practice	4:00 - 6:15

Austin College Softball Spring Schedule February 2008
Old Settlers Field - #6

Date	Event	Time
Friday, February 1	Practice	4:00 - 6:15
Saturday, February 2		
Sunday, February 3		
Monday, February 4	Practice	4:00 - 6:15
Tuesday, February 5	Practice	4:00 - 6:15
Wednesday, February 6	Practice	4:00 - 6:15
Thursday, February 7	Practice	4:00 - 6:15
Friday, February 8	Practice	4:00 - 6:15
Saturday, February 9		
Sunday, February 10		
Monday, February 11	Practice	4:00 - 6:15
Tuesday, February 12	Practice	4:00 - 6:15
Wednesday, February 13	Practice	4:00 - 6:15
Thursday, February 14	Practice	4:00 - 6:15
Friday, February 15	Practice	4:00 - 6:15
Saturday, February 16	at UT Tyler	
Sunday, February 17		
Monday, February 18	Practice	4:00 - 6:15
Tuesday, February 19	at ETBU	
Wednesday, February 20	Practice	4:00 - 6:15
Thursday, February 21	Practice	4:00 - 6:15
Friday, February 22	Practice	4:00 - 6:15
Saturday, February 23		
Sunday, February 24		
Monday, February 25	Practice	4:00 - 6:15
Tuesday, February 26	AC vs LeTourneau (2)	5:00/7:00
Wednesday, February 27	Practice	4:00 - 6:15
Thursday, February 28	Practice	4:00 - 6:15
Friday, February 29	at Longview Toumy	

Austin College Softball Spring Schedule March 2008
Old Settlers Park - Field #6

Date	Event	Time
Saturday, March 1	at Longview Toumy	
Sunday, March 2		
Monday, March 3	Practice	4:00 - 6:15
Tuesday, March 4	Practice	4:00 - 6:15
Wednesday, March 5	at LeTourneau	
Thursday, March 6	Practice	4:00 - 6:15
Friday, March 7	Practice	4:00 - 6:15
Saturday, March 8		
Sunday, March 9		
Monday, March 10	Practice	4:00 - 6:15
Tuesday, March 11	AC vs ETBU (2)	5:00/7:00
Wednesday, March 12	Practice	4:00 - 6:15
Thursday, March 13	Practice	4:00 - 6:15
Friday, March 14	at Crossover	
Saturday, March 15	at Crossover	
Sunday, March 16	at Crossover	
Monday, March 17		
Tuesday, March 18	Practice	4:00 - 6:15
Wednesday, March 19	Practice	4:00 - 6:00
Thursday, March 20	Practice	4:00 - 6:00
Friday, March 21	AC vs Hendrix (2)	5:00/7:00
Saturday, March 22	AC vs Hendrix (2)	1:00/3:00
Sunday, March 23		
Monday, March 24	Practice	4:00 - 6:15
Tuesday, March 25	Practice	4:00 - 6:15
Wednesday, March 26	Practice	4:00 - 6:15
Thursday, March 27	AC vs U of Dallas (2)	5:00/7:00
Friday, March 28	Practice	4:00 - 6:15
Saturday, March 29	AC vs Colorado College (2)	1:00/3:00
Sunday, March 30	AC vs Colorado College	12:00/2:00
Monday, March 31		

Austin College Softball Spring Schedule April 2008
Old Settlers Park - Field #6

Date	Event	Time
Tuesday, April 1	Practice	4:00 - 6:15
Wednesday, April 2	Practice	4:00 - 6:15
Thursday, April 3	Practice	4:00 - 6:15
Friday, April 4		
Saturday, April 5	AC at Rhodes	
Sunday, April 6	AC at Rhodes	
Monday, April 7	Practice	4:00 - 6:15
Tuesday, April 8	Practice	4:00 - 6:15
Wednesday, April 9	AC at U of Dallas	
Thursday, April 10	Practice	4:00 - 6:15
Friday, April 11		
Saturday, April 12	AC at Trinity	
Sunday, April 13	AC at Trinity	
Monday, April 14	Practice	4:00 - 6:15
Tuesday, April 15	Practice	4:00 - 6:15
Wednesday, April 16	Practice	4:00 - 6:15
Thursday, April 17	Practice	4:00 - 6:15
Friday, April 18	Practice	4:00 - 6:15
Saturday, April 19		
Sunday, April 20		
Monday, April 21	Practice	4:00 - 6:15
Tuesday, April 22	Practice	4:00 - 6:15
Wednesday, April 23		
Thursday, April 24	at SCAC Tournament	
Friday, April 25	at SCAC Tournament	
Saturday, April 26	at SCAC Tournament	
Sunday, April 27	at SCAC Tournament	

EXHIBIT B

GENERAL GUIDELINES FOR FIELD INSPECTION AND CLOSURE

Reasons for Athletic Field Closure or Postponement

1. Raining at practice and/or game time.
2. Playing field too wet.
3. Field needs to be closed in the interest of participant safety and/or preservation of good playing surfaces.
4. Renovation or construction conditions exist.

Procedures for Athletic Field Closures

1. CITY (Parks and Recreation Department Representative) will take sole responsibility for making decisions based upon field condition and weather, and this decision will be final. CITY and AC maintenance crews will make every effort available to accommodate games during times of inclement weather.
2. After games have begun and inclement weather becomes a factor, the umpire crew and AC will follow the same guidelines for deciding cancellation or postponement.
3. Field damage caused by play during inclement weather may make the field unavailable for the next scheduled game and/or practice. The costs to repair any damages caused to the field will be the responsibility of AC and will be repaired by CITY, as appropriate and necessary, and billed directly to AC for payment.

EXHIBIT C

CITY OF SHERMAN AFTER HOUR/WEEKEND INCLEMENT WEATHER MAINTENANCE COSTS

The following cost schedule will apply and be billed directly to AC, only in circumstances where inclement weather causes the need for additional field maintenance after normal business hours during the week days and/or week ends.

Weekday Games (After Business Hours)

Labor Costs:

- (1) Crew Leader \$25.00/hour
- (1) Operator \$20.00/hour
- (1-2) Laborer(s) \$18.00/hour

Stand-By/On-Call Pay:

- \$25.00/employee (3 employees maximum)

Drying Agents: \$10.00/bag

Weekend Games

Labor Costs:

- (1) Crew Leader \$25.00/hour
- (1) Operator \$20.00/hour
- (1-2) Laborer(s) \$18.00/hour

Stand-By/On-Call:

- \$50.00/employee (3 employees maximum)

Drying Agents: \$10.00/bag



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.2

RESOLUTION NO. 5081

Revoking and Replacing Resolution No. 4874; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers

Issue

The City Council is required by state law to establish salary and incentive/certification pay schedules for members of the classified service.

Background

The City Council authorized the salary and incentive/certification pay amounts for firefighters and police officers as part of the recently adopted fiscal year (FY) 2007-2008 budget. That budget adoption reflected increases in these pay amounts for both departments as a result of the separate police and fire department compensation study and the 2% across-the-board raises given to all City employees.

Origination

City Council

Financial Consideration

Funds were appropriated in the 2007-2008 budget for these pay amounts for Police and Fire Department personnel. Total compensation and benefits for the Police and Fire Departments approximate \$10.9 million for FY 2007-2008.

Staff Recommendation

Staff recommends approval.

Alternatives

The City Council could choose not to approve this resolution, leaving unchanged the fire and police pay schedules adopted in September 2006 by Resolution No. 4874.

Attachments

Resolution No. 5081

Resolution No. 4874

Prepared by:

Wayne Blackwell, H.R. Administrator

Approved by:

George Olson, City Manager

RESOLUTION NO. 5081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 4874; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; 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 Resolution No. 4874, passed and approved on the 18th day of September 2006, is hereby revoked.

SECTION 2. That, from and after the effective date of this resolution, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and Sherman Police Department:

CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY SENIORITY PAY	TOTAL
FIREFIGHTER			
Entry	\$2,932.50	N/A	\$2,932.50
1 Year	\$2,932.50	\$340.00	\$3,272.50
2 Year	\$2,932.50	\$389.08	\$3,321.58
3 Year	\$2,932.50	\$438.92	\$3,371.42
4 Year	\$2,932.50	\$489.50	\$3,422.00
5 Year	\$2,932.50	\$540.83	\$3,473.33
DRIVER			
Entry	\$3,570.00	N/A	\$3,570.00
1 Year	\$3,570.00	\$53.58	\$3,623.58
2 Year	\$3,570.00	\$107.92	\$3,677.92
LIEUTENANT			
Entry	\$3,910.00	N/A	\$3,910.00
1 Year	\$3,910.00	\$58.67	\$3,968.67
CAPTAIN			
Entry	\$4,207.50	N/A	\$4,207.50
1 Year	\$4,207.50	\$84.17	\$4,291.67

FIRE MARSHAL			
Entry	\$4,845.00	N/A	\$4,845.00
1 Year	\$4,845.00	\$96.92	\$4,941.92
PATROLMAN			
Entry – Non-Certified	\$3,103.83	N/A	\$3,103.83
Entry – Certified	\$3,272.50	N/A	\$3,272.50
1 Year	\$3,272.50	\$163.67	\$3,436.17
2 Year	\$3,272.50	\$404.17	\$3,676.67
3 Year	\$3,272.50	\$845.33	\$4,117.83
4 Year	\$3,272.50	\$907.08	\$4,179.58
5 Year	\$3,272.50	\$969.83	\$4,242.33
CORPORAL			
Entry	\$4,335.00	N/A	\$4,335.00
1 Year	\$4,335.00	\$86.67	\$4,421.67
2 Year	\$4,335.00	\$175.17	\$4,510.17
SERGEANT			
Entry	\$4,675.00	N/A	\$4,675.00
1 Year	\$4,675.00	\$93.50	\$4,768.50
2 Year	\$4,675.00	\$188.83	\$4,863.83
LIEUTENANT			
Entry	\$5,015.00	N/A	\$5,015.00
1 Year	\$5,015.00	\$100.33	\$5,115.33
CAPTAIN			
Entry	\$5,270.00	N/A	\$5,270.00
1 Year	\$5,270.00	\$105.42	\$5,375.42

SECTION 3. That, from and after the effective date of this resolution, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as an Emergency Medical Technician (E.M.T.) shall receive \$130.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meet the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive an additional \$375.00 per month Incentive/Certification Pay.
- (c) The total amount of Incentive/Certification Pay acquired by an employee for certification as an Emergency Medical Technician (E.M.T.) and Paramedic shall be \$505.00 per month.

- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (e) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive an additional \$114.40 per month Incentive/Certification Pay.
- (f) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$318.40 per month.
- (h) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (i) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (j) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (k) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (l) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 4. That, from and after the effective date of this resolution, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.

- (d) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$275.00 per month.
- (e) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (f) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (h) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (i) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief shall receive \$100.00 per month Incentive/Certification Pay.
- (j) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 5. 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 _____, 2007.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY
CITY ATTORNEY

RESOLUTION NO. 4874

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 4750; ESTABLISHING SALARY STRUCTURES AND INCENTIVE PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; 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 Resolution No. 4750, passed and approved on the 21st day of November 2005, is hereby revoked.

SECTION 2. That, from and after the effective date of this resolution, the following salary structures and incentive pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

RANK	MONTHLY SALARY	SENIORITY PAY	TOTAL
FIREFIGHTER			
Entry	\$2,617.00	N/A	\$2,617.00
12 Month	\$3,194.00	N/A	\$3,194.00
FIRE DRIVER	\$3,478.00	N/A	\$3,478.00
LIEUTENANT	\$3,795.00	N/A	\$3,795.00
CAPTAIN	\$4,116.00	N/A	\$4,116.00
FIRE MARSHALL	\$4,741.00	N/A	\$4,741.00
POLICE PATROL			
Entry	\$3,043.00	N/A	\$3,043.00
1 Year	\$3,043.00	\$130.00	\$3,173.00
2 Year	\$3,043.00	\$413.00	\$3,456.00
3 Year	\$3,043.00	\$929.00	\$3,972.00
CORPORAL	\$4,249.00	N/A	\$4,249.00
SERGEANT	\$4,526.00	N/A	\$4,526.00
LIEUTENANT	\$4,819.00	N/A	\$4,819.00
CAPTAIN	\$5,110.00	N/A	\$5,110.00

SECTION 3. That, from and after the effective date of this resolution, the following Incentive/Certification Pay Schedule shall be adopted for the Sherman Fire Department:

- (a) Each employee who obtains certification as an Emergency Medical Technician (E.M.T.) shall receive \$130.00 per month Incentive/Certification Pay.
- (b) Each employee who is certified by the State of Texas as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the State of Texas as an Advanced Firefighter shall receive an additional \$114.40 per month Incentive/Certification Pay, for a total of \$218.40 per month.
- (d) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$348.40 per month.
- (e) Each employee who is certified by the State of Texas as a Master Firefighter shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (f) All employees who obtain certification/licensure as a Paramedic and who meet the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive an additional \$325.00 per month Incentive/Certification Pay.
- (g) It is understood and agreed that all Certifications/Licenses shall be kept current to receive Incentive/Certification Pay.
- (h) Assignment Pay in the amount of \$100.00 per month shall be paid to the Training Officer, Fire Inspector and EMS Coordinator.
- (i) Assignment Pay in the amount of \$50.00 per month shall be paid to five (5) Fire Department personnel involved in the Clown Program.

SECTION 4. That, from and after the effective date of this resolution, the following Incentive/Certification Pay Schedule shall be adopted for all sworn Civil Service employees of the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE) as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
- (b) Each employee certified by TCLEOSE as an Advanced Peace Officer shall receive an additional \$100.00 per month, for a total of \$175.00 per month Incentive/Certification Pay.

- (c) Each employee certified by TCLEOSE as a Master Peace Officer shall receive an additional \$100.00 per month, for a total of \$275.00 per month Incentive/Certification Pay.
- (d) Field Training Officers, as designated by the Chief of Police, shall receive \$100.00 per month Incentive Pay.
- (e) Each employee who speaks Spanish as a second language, as certified and designated by the Chief of Police, shall receive \$100.00 per month Incentive Pay.

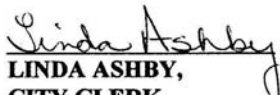
SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 18th day of September, 2006.

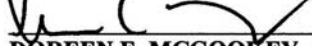
CITY OF SHERMAN, TEXAS

BY: 
BILL MAGERS, MAYOR

ATTEST:

BY: 
**LINDA ASHBY,
CITY CLERK**

**APPROVED AS TO FORM
AND CONTENT:**

BY: 
**DOREEN E. MCGOOKEY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5082**

Authorizing Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, the Child Guidance Clinic of Texoma, and the Boys and Girls Club, Inc. for the Use of Community Development Block Grant Funds

Issue

Authorizing execution of Public Service Contracts for the Fiscal Year (FY) 2007 Community Development Block Grant (CDBG) Program

Background

The FY 2007 CDBG program, previously adopted by the Sherman City Council (Resolution No. 5037), allocates certain CDBG funds to provide various public services through sub-recipient agencies. These agreements are designed to coincide with the CDBG funding cycle and will cover the period of October 1, 2007, through September 30, 2008.

Origination

Theresa Caudle, Neighborhood Services Coordinator

Financial Consideration

Funds have been appropriately allocated through the specific public hearing and grant submission process, as required by the U.S. Department of Housing and Urban Development.

Staff Recommendation

Staff recommends the Sherman City Council approve and authorize the City Manager to execute the required contract documents.

Alternatives

The Sherman City Council could choose to amend the FY 2007 Community Development Block Grant Statement/Action Plan, as they deem necessary and appropriate.

Attachments

Resolution No. 5082

Resolution No. 5037 – FY 2007 Community Development Block Grant Final Statement/Action Plan

Prepared and Approved by:
George Olson, City Manager

RESOLUTION NO. 5082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE GRAYSON COUNTY SHELTER, THE CHILD GUIDANCE CLINIC OF TEXOMA, AND THE BOYS AND GIRLS CLUB, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; 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 agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, the Child Guidance Clinic of Texoma and the Boys and Girls Club, Inc. for the use of Community Development Block Grant Funds, in accordance with the terms and provisions of the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

BILL MAGERS, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**

RESOLUTION NO. 5037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2007; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR FISCAL YEAR 2007; 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, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$332,014.00 for fiscal year 2007, to be expended on eligible activities primarily benefiting low/moderate income families; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was published in the Herald Democrat, a newspaper of general circulation in the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 8, 2007, and April 20, 2007; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted as the Community Development Application for the City of Sherman for the program year 2007 to the U.S. Department of Housing and Urban Development, in order to secure funding as provided herein;

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

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for the program year 2007.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the Acting City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Assurances" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Assurances concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the Acting City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

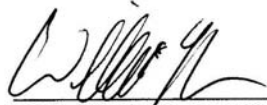
SECTION 5. That the Acting City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

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 18th day of June, 2007.

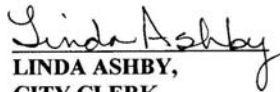
CITY OF SHERMAN, TEXAS

BY:


BILL MAGERS, MAYOR

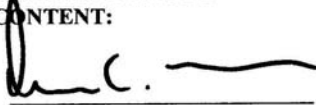
ATTEST:

BY:


**LINDA ASHBY,
CITY CLERK**

**APPROVED AS TO FORM
AND CONTENT:**

BY:


**DOREEN E. MCGOOKEY,
CITY ATTORNEY**

CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2007

GRANT NO: B-2007-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2007 is \$332,014.00. These funds will be received on October 1, 2007. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available {i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2007

OWNER OCCUPIED HOUSING REHABILITATION.....\$204,934

A program of specific housing repairs will be provided to low and moderate-income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate-income persons.

FIRST-TIME HOMEOWNERSHIP PROGRAM.....\$25,000

A program, in cooperation with local lending institutions, to provide technical, educational and financial assistance to low and moderate-income first-time homebuyers through a variety of services, including basic closing-cost assistance, at a maximum of \$2,000.

DEMOLITION/CLEARANCE PROGRAM.....\$ 5,000

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PROGRAM ADMINISTRATION.....\$ 63,000

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman's 5-Year Consolidated Plan and Strategy.

PUBLIC SERVICE ACTIVITIES:

Sherman Housing Authority.....\$ 8,800

A program of activities will be carried out to address the problems of drug abuse and associated crime in public housing, and will consist of a broad range of activities. Activities include, but are not limited to the following: increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

Texoma Area Paratransit System, Inc.	\$ 17,600
A program of activities that will provide transportation assistance to low and moderate-income individuals who reside within the city limits of Sherman.	
Crisis Center	\$ 3,080
A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.	
Grayson County Shelter, Inc.	\$ 2,200
A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.	
Child Guidance Center:	\$ 1,400
A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low income adult Sherman residents and adult residents of the Sherman Housing Authority.	
Boys & Girls Club of Sherman, Inc.	\$ 1,000
A program to provide scholarships for the low/moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized sports activities, sports camps and field trips that they would not otherwise be able to participate.	
TOTAL PROGRAM	
ALLOCATION	\$332,014

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.
3. Promote homeownership opportunities for low-moderate income persons through the City's First-time Homeownership closing cost assistance program.
4. Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
5. Promote drug elimination programs for low and moderate income assisted housing families/households.
6. Provide support for transportation assistance to low and moderate-income persons.
7. Provide support for provision of emergency shelter/assistance to the homeless.
8. Assist in providing youth activities for children from low and moderate-income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2007 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o George Olson, Director of Community Services and Maintenance, City of Sherman, P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Monday, July 23, 2007. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.4

RESOLUTION NO. 5083

Authorizing Execution of a Child Care Local Match Contribution Agreement with Workforce Texoma for Fiscal Year 2007-2008

Issue

To consider approval of the fiscal year (FY) 2007-2008 Local Match Contribution Agreement between Workforce Texoma and the City of Sherman

Background

The City of Sherman has participated in various state and federal agreements since the 1970's to provide matching funds to support the City's Day Care Program. Since 1996, the City of Sherman has had an agreement with our local Workforce Texoma to access federal funding through the Texas Workforce Commission in order to provide day care assistance to low-income working or training families while delivering a strong developmental pre-school program. Workforce Texoma is requesting that the City certify as match \$178,302.00 that will bring in \$180,000.00 federal dollars to be used to pay for child care at the City of Sherman Day Care Center and an additional \$210,627.00 federal dollars for direct child care services for other children residing in Sherman.

Origination

Workforce Texoma

Financial Consideration

This year's match is \$178,302.00 and has been allocated in the City's FY 2007-2008 budget accordingly.

Staff Recommendation

It is recommended that the Sherman City Council approve the resolution authorizing the City Manager to execute this agreement with Workforce Texoma.

Alternatives

Deny the request for matching funds

Attachments

Resolution No. 5083

Child Care Local Match Contribution Agreement

Prepared and Approved by:
George Olson, City Manager

RESOLUTION NO. 5083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHILD CARE LOCAL MATCH CONTRIBUTION AGREEMENT WITH WORKFORCE TEXOMA FOR FISCAL YEAR 2007-2008; 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 the Fiscal Year 2007-2008 Child Care Local Match Contribution Agreement with Workforce Texoma, certifying that local matching dollars are budgeted and designated solely for day care services for children of low income families of the City of Sherman, copies of which are attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

**Child Care Local Match Contribution Agreement
Local Workforce Development Board**

NAME OF CONTRIBUTOR	City of Sherman
----------------------------	------------------------

PLEDGED LOCAL MATCH AMOUNT	
DONATION	
TRANSFER	
CERTIFICATION OF EXPENDITURES	\$178,302

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (Commission) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the Workforce Solutions Texoma (name of local workforce development area (workforce area)).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Commission.

SIGNATURES: The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective 10/1/07 and continuing through 9/30/08.

	City of Sherman CONTRIBUTOR	WORKFORCE SOLUTIONS TEXOMA LOCAL WORKFORCE DEVELOPMENT BOARD
Signature		
Printed Name	George Olson	Janie Bates
Title	City Manager	Executive Director
E-mail Address		Janie.bates@twc.state.tx.us

**Child Care Local Match Contribution Agreement
GENERAL AGREEMENT TERMS**

SECTION 1: Legal Authority

In the State of Texas, the Texas Workforce Commission (Commission) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 U.S.C. §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations §§ 98 and 99), the Commission is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity or transferred funds from any public entity or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by the Commission and the final acceptance of this agreement in an open meeting by a majority of the Commission.

SECTION 2: The contributor, by executing this agreement, certifies that:

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
 - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
 - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 3: The contributor agrees as follows:

- a. To remit to the Commission the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board and submitted to the Commission through the Board.**
- c. To keep, and make available to the Commission or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.

-
- d. When certifying expenditures of public funds as the local match, to provide the Board and Commission with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
 - e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
 - f. Donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other Federal Funds;
 - (iv) shall be certified both by the donor and by the Commission;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall provide the Board and the Commission, upon request, data needed for federal reporting purposes.

SECTION 4: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, for child care services within the workforce area consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, State, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by the Commission;
 - (v) shall be subject to the audit requirements in 45 CFR 98.65; and
 - (vi) shall provide the Commission, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 5: The Board and the contributor agree as follows:

-
- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of the Commission.
 - b. "Child Care Local Match Contribution Information" is incorporated by reference.
 - c. To comply with federal regulations in 45 CFR 98.53 relating to matching fund requirements and 98.54 relating to restrictions on the use of funds.
 - d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
 - e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
 - f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
 - g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
 - h. If federal, State, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
 - i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this agreement.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION

A. BOARD INFORMATION:

Board Name: Workforce Solutions Texoma		
Board Address: 5904 Texoma Parkway, Sherman, TX 75090		
Board Staff – Contact Name: Rachel Mitchell	Phone: 903-957-7408	Fax: 903-957-7413
E-mail Address: rachel.mitchell@twc.state.tx.us		

B. CONTRIBUTOR INFORMATION:

Contributor Name: City of Sherman		
Contributor Address: P.O. Box 1106 Sherman, TX 75091		
Type of Entity: public		
Name of Fiscal Agent (if applicable):		N/A
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:		756000669
Contributor Contact Name: Ruth Gray	Phone: 903-892-7251	Fax: 903-892-7018
E-mail Address:		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: ☐ Donation (Private Entity) ☐ Transfer (Public Entity) ☒ Certification (Public Entity)
Pledged Local Match Amount: \$178,302
Program Number: 03111C02
Did a Board Member assist in securing this local match agreement? ☐ YES ☒ NO
• If YES, Name of Board Member:
• How did the Board Member assist?

D. UTILIZATION OF FUNDS DESCRIPTION:

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the State's Child Care and Development Fund Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care		\$
Child Care Quality Improvement	☐ Local-level support to promote consumer education provided by 2-1-1 Texas ☐ Activities to support school readiness, early learning and literacy ☐ Collaborative Reading Initiatives	\$

2. **Certification of Expenditures:** The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Funding
Direct Child Care	1. Expenditures certified by the contributor resulted from services provided at: City of Sherman Day Care Source of Local Funds: city tax dollars	Amount of funding: (Local Share) \$ 178,302
Direct Child Care	2. Board's planned use of federal funds: direct child care for children residing in Sherman. \$180,000 for the City of Sherman Day Care and \$210,627 to be used for families residing in Sherman needing child care assistance	Amount of funding: (Federal Share) \$ 390,627
Child Care Quality Improvement	1. Expenditures certified resulted from the following activities: ☐ Consumer Education ☐ Information and Referral Services ☐ Professional development activities (i.e. Training, education or technical assistance to providers, including resources) ☐ Improving salaries or other compensation for providers of CCDF-funded child care ☐ Activities to support early language, literacy and numeracy development ☐ Activities to support inclusive child care ☐ Collaborative Reading Initiatives ☐ Other – Describe in detail the activities: Source of Local Funds:	Amount of funding: (Local Share) \$
Child Care Quality Improvement	2. Board's planned use of federal funds: ☐ Local-level support to promote consumer education provided by 2-1-1 Texas ☐ Activities to support school readiness, early learning and literacy ☐ Collaborative Reading Initiatives	Amount of funding: (Federal Share) \$

E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:
In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds)

	Donation/Transfer Date	Actual Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
TOTAL		

❖ Donation/Transfer Date must be within the contract begin and end dates.

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From 10/1/07 to 1/31/08	3/15/08	\$59,434
2.	From 2/1/08 to 5/31/08	7/15/08	\$59,434
3.	From 6/1/08 to 9/30/08	11/15/08	\$59,434
4.	From to		
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
TOTAL			\$178,302

❖ Certification period must be within the contract begin and end dates.

❖ Explanation is required below if reporting dates are outside the contract end date.

Completed original, signed forms must be sent to Contract Management, 101 East 15th Street, Room 424T, Austin, Texas 78778-0001. Please call TWC Contract Manager, if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects, by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 264, Austin, Texas 78778-0001.

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: City of Sherman

The public entity named above certifies expenditures in the amount of \$178,302 to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund regulations at 45 C.F.R. §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) does not represent expenditures from local pre-kindergarten programs.

Signature of authorized agent: _____

Printed name of authorized agent: George Olson

Title of authorized agent: City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5084**

Awarding a Bid to and Authorizing Execution of a Contract with Texas Electric Utility Construction to Construct the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lighting and Electrical Project

Issue

To approve the execution of a contract with Texas Electric Utility Construction to construct the lights and electrical for the Fairview Park and Martin Luther King, Jr. Hike/Bike Trail Project

Background

During the 2006-2007 budget planning process, the Sherman City Council allocated funds for the installation of eight foot (8') concrete and lighted Hike/Bike Trails at Fairview and Martin Luther King, Jr. Parks. The Fairview Park Hike/Bike Trail Expansion will create an additional 5,000 linear feet of trail on the west side of the creek and connect (via pedestrian bridge) to the existing trail circuit, while also providing access to the park through the Turtle Creek South and Rex Cruse neighborhoods. The Martin Luther King, Jr. Hike/Bike Trail will create a total 3,100 linear foot loop circuit within the park by connecting its north and south sections utilizing some existing sidewalk and will also include a pedestrian bridge crossing the creek running through the south section of the park. Approximately 2,200 linear feet of new 8' concrete will be added to the MLK, Jr. Park trail system.

The contract to construct hike/bike trails at Fairview Park and MLK, Jr. Park was awarded on May 21, 2007. This contract will complete the project by installing the lighting and electrical facilities.

Origination

Department of Utilities & Engineering

Financial Consideration

The 2006-2007 Capital Improvement Program budget includes \$506,000.00 for the construction of the proposed hike/bike concrete trails, including lighting and electrical. A contract in the amount of \$306,729.44 was awarded at the May 21, 2007 Council meeting to construct the concrete walking trails. The remaining funds of \$199,270.56 were earmarked for the installation of trail lighting. Award of this contract for the construction of lighting and electrical in the amount of \$82,312.00 will bring in the Fairview Park and Martin Luther King, Jr. Hike/Bike Trails well under budget, at a total cost of \$389,041.44.

Staff Recommendation

It is the staff's recommendation that the City Council award the bid to Texas Electric Utility Construction in the total amount of \$82,312.00 and authorize the City Manager to execute the required contract documents.

Alternatives

As directed by City Council

Attachments

Resolution No. 5084; City Engineer's Letter of Recommendation; Bid Tabulation; Contract; Capital Improvement Projects with Location Maps

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TEXAS ELECTRIC UTILITY CONSTRUCTION TO CONSTRUCT THE FAIRVIEW PARK AND MARTIN LUTHER KING, JR. PARK HIKE/BIKE TRAIL LIGHTING AND ELECTRICAL PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Texas Electric Utility Construction of Sherman, Texas, is hereby awarded the bid in the total amount of Eighty-Two Thousand Three Hundred Twelve Dollars and No Cents (\$82,312.00), without change orders, for the construction of Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lighting and Electrical Project and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Texas Electric Utility Construction for the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lighting and Electrical Project, in accordance with the terms and provisions of the 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN



11 September 2007

Mr. George Olson
City Manager
City of Sherman
405 N. Rusk
Sherman, TX 75090

**Re: Fairview Park and Martin Luther King, Jr. Park Hike / Bike Trail Projects
Electrical**

Dear Mr. Olson:

Bids were received for the above referenced project on Tuesday, September 11, 2007. A total of one bid was received. A bid tabulation is attached for your review.

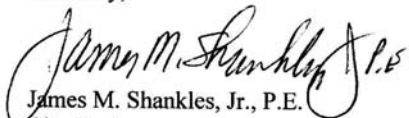
The project consists of the construction of a lighting system for the concrete walking trail throughout Fairview Park and Martin Luther King, Jr. Park in Sherman, Texas. The low bid was submitted by Texas Electric Utility Construction of Sherman, Texas in the amount of \$82,312.00. A bid bond was submitted for 5% of the amount bid as required by the bidding documents. No addendums were issued for this project.

We recommend award of the project to Texas Electric Utility Construction in the amount of \$82,312.00. The contract documents require that this project be completed in 120 consecutive calendar days after the issuance of the Notice to Proceed.

The Contractor shall commence work after execution of all contract and bond forms, receipt of insurance certificates and the issuance of a Notice to Proceed. A preconstruction meeting shall be conducted with the contractor and city personnel.

If you have any questions, please contact me at (903) 892-7622.

Sincerely,


James M. Shankles, Jr., P.E.
City Engineer

Attachments: Bid Tabulation

Cc: Mark Gibson, Director of Utilities & Engineering.

BID TABULATIONS				Low Bidder	
Client: City of Sherman		Texas Electric Utility Construction			
Project: Fairview / MLK, Jr. Hike / Bike Trails Lights and Electrical		4613 Hwy 1417 N			
Job No.:		Sherman, TX 75092			
Engineer: City of Sherman		Ph # (903) 821-6086			
		Fax#(903)893-5630			
ITEM #	DESCRIPTION	UNIT	Proposal QUANTITY	UNIT COST	Proposal Quantity TOTAL COST
1	Turnkey Lighting System (31 fixtures)	EA	1	\$ 82,312.00	\$ 82,312.00
TOTAL BASE BID AMOUNT				\$	82,312.00

ITEM #	DESCRIPTION	UNIT	Proposal QUANTITY	UNIT COST	Proposal Quantity TOTAL COST
1	Install additional light fixture	EA	1	\$ 1,372.00	\$ 1,372.00
TOTAL OF ADD ALTERNATE				\$	1,372.00

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and
and **TEXAS ELECTRIC UTILITY CONSTRUCTION** ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

For the construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lights and Electrical Project located in Sherman, Texas.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment within one hundred twenty (120) calendar days of the Notice to Proceed issued by the City.

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 below:

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

<u>Eighty-Two Thousand Three Hundred Twelve Dollars and No Cents</u>	(\$82,312.00)
(use words)	(figure)

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 5.02 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 Contents

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

1. This Contract;
2. Bid Specifications for the construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Lights and Electrical Project (entire packet);
3. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid and Bidder Information on the Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;

B. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.08 of this Contract.

ARTICLE 8 - NOTICE

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

If intended for CITY to:

Designee: Kevin Winkler
Address: P. O. Box 1106
Sherman, TX 75091

If intended for CONTRACTOR, to:

Designee: Glen Perkins
Address: 4613 Hwy 1417 N.
Sherman, TX 75092

ARTICLE 9 - MISCELLANEOUS

9.01 *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.

9.02 *Successors and Assigns*

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

9.03 *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.

9.04 *Captions*

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

9.05 *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 for personal injury (including death), property damage or other harm, including attorneys fees, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement; 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, and in the event of joint and concurring negligence of the CONTRACTOR and the CITY, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to and without waiving 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.

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

9.06 *Choice of Law: Venue.*

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

9.07 *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.

9.08 *Entire Agreement*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: TEXAS ELECTRIC UTILITY CONSTRUCTION

By: _____
City Manager

By: _____

Attest _____
City Clerk

Attest _____
Notary Public

License No. _____
(Where applicable)

Agent for service of process: _____

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

Approved as to form:

Doreen E. McGookey
City Attorney

PROJECT YEAR: 2006-2007

PROJECT NAME:	Fairview Park Lighted Hike/Bike Trail Expansion
DESCRIPTION:	8' Concrete Hike/Bike Lighted Trail expansion on the western undeveloped acreage.
ESTIMATED COST:	\$313,500
ESTIMATED O&M COST:	\$10,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	Creates approximately 5400 lf. of trail on west side of the creek connecting to existing trail circuit. Provides increased neighborhood access for Turtle Creek and Rex Cruse area and facilitates future park development.
DEPARTMENT/DIRECTOR:	Community Services, George Olson

PROPOSED START DATE	November, 2006
PROPOSED END DATE	September, 2007



PROJECT YEAR: 2006-2007

PROJECT NAME:

MLK Jr. Park Lighted Hike/Bike Trail

DESCRIPTION:

8' Concrete Hike/Bike Lighted Trail throughout the park, utilizing some existing walkway.

ESTIMATED COST:

\$192, 500

ESTIMATED O&M COST:

\$8,000

PROPOSED FINANCING:

General Improvement Fund

PROJECT NECESSITY:

Creates approximately 3000 lf. trail loop circuit connecting the north and south sections of the park. Provides immediate trail network to surrounding and facilitates future park development.

DEPARTMENT/DIRECTOR:

Community Services, George Olson

DEPARTMENT/DIRECTOR:

November, 2006

DEPARTMENT/DIRECTOR:

September, 2007





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5085**

**Approving Greater Texoma Utility Authority to Enter into Contracts with
Morris Engineers for Engineering Services and Underwood Drafting & Surveying
for Surveying Services on the Highway 82 West Phase II Water Line Project**

Issue

Approving the Greater Texoma Utility Authority (GTUA) to enter into contracts with Morris Engineers and Underwood Drafting & Surveying for the Highway 82 West Phase II Water Line Project

Background

The 2007-2008 Capital Improvement Program contains a project to extend the Highway 82 West water line to S.H. 289. It is recommended that the professional engineering design services be provided by Morris Engineers and the surveying services be provided by Underwood Drafting & Surveying.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this expenditure are budgeted and available in bond monies issued through GTUA.

Staff Recommendation

It is recommended the City Council approve payment of these professional services in the amount of \$34,000.00 to Morris Engineers and \$9,000.00 to Underwood Drafting & Surveying.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5085

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO CONTRACTS WITH MORRIS ENGINEERS FOR ENGINEERING SERVICES AND UNDERWOOD DRAFTING & SURVEYING FOR SURVEYING SERVICES ON THE HIGHWAY 82 WEST PHASE II WATER LINE PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman approves Greater Texoma Utility Authority to enter into a contract with Morris Engineers for the engineering services and Underwood Drafting & Surveying for the surveying services on the Highway 82 West Phase II Water Line Project. The engineering services contract is in the amount of Thirty-Four Thousand Dollars (\$34,000.00); and the surveying services contract is in the amount of Nine Thousand Dollars (\$9,000.00).

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 _____, 2007.

CITY OF SHERMAN, TEXAS

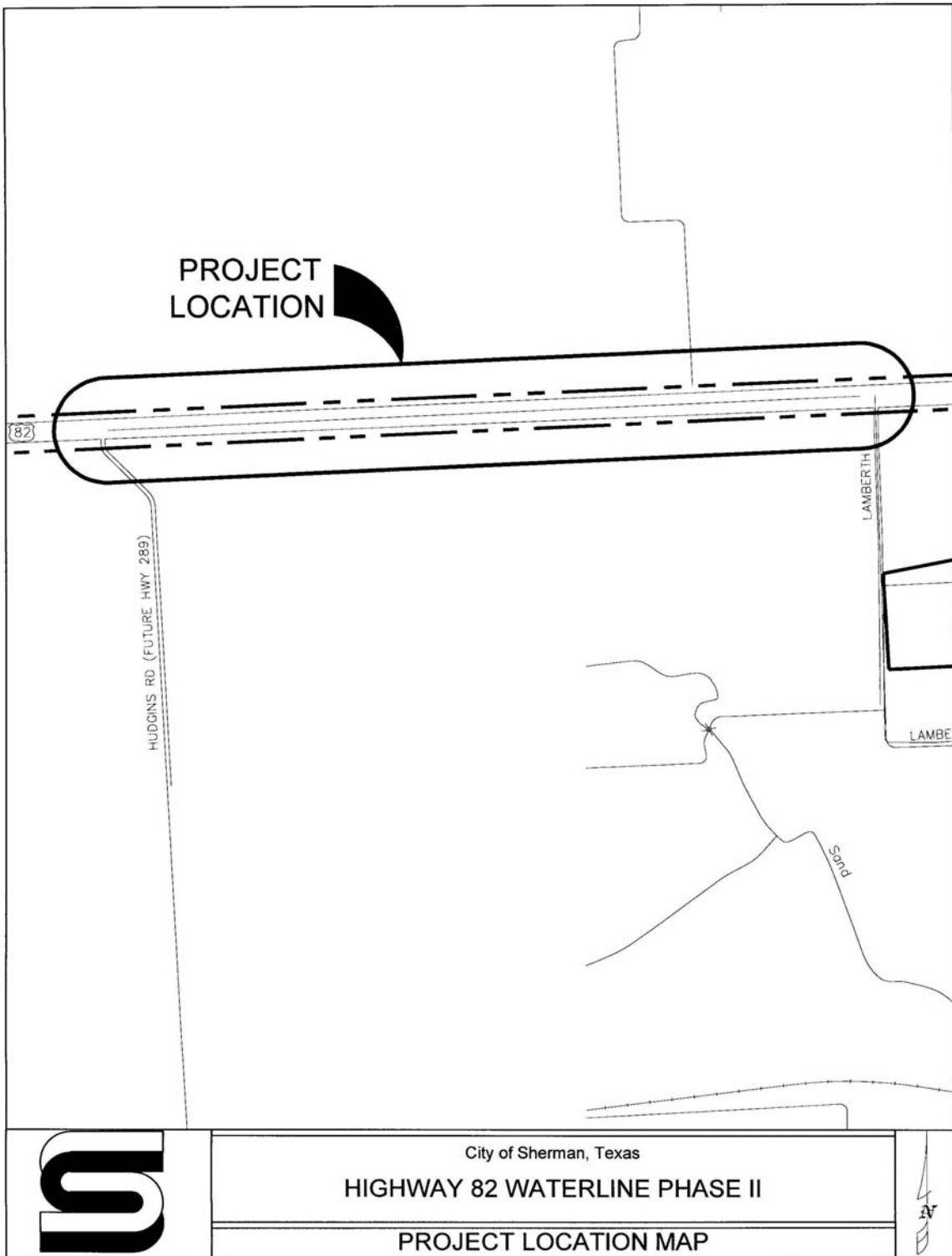
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5086**

**Approving Greater Texoma Utility Authority to Enter into a Contract with
Whitewater Construction, Inc. for the Ross Avenue Sewer Main Replacement Project**

Issue

Approving the Greater Texoma Utility Authority (GTUA) to contract with Whitewater Construction, Inc. for the construction of the Ross Avenue sewer main replacement

Background

The current Capital Improvement Program contains a project to replace the existing sewer main behind Faith Church, from Brockett Street south to the Texas Northeastern Railway. Three (3) bidders responded to the request for bids, with Whitewater Construction, Inc. being the low bidder. A bid tabulation is attached.

Origination

Department of Utility Administration

Financial Consideration

Funding for this project in the amount of \$162,469.00 will be provided through GTUA.

Staff Recommendation

It is recommended that the City Council approve the resolution authorizing GTUA to contract with Whitewater Construction, Inc. for the replacement of the Ross Avenue sewer main replacement.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5086

Letter of Recommendation

Bid Tabulation

Location Map

Prepared by:

Mark Gibson, Director of Utilities & Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH WHITEWATER CONSTRUCTION, INC. FOR THE ROSS AVENUE SEWER MAIN REPLACEMENT PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Greater Texoma Utility Authority is hereby approved to contract with Whitewater Construction, Inc. for the Ross Avenue Sewer Main Replacement Project, in the amount of One Hundred Sixty-Two Thousand Four Hundred Sixty-Nine dollars (\$162,469.00).

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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

TNP TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

August 31, 2007

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

RE: Ross Avenue Sewer Main Replacement
Contract Recommendation
TNP Job No: SHN 07135

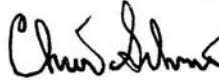
Dear Mr. Chapman,

On Wednesday, August 15th, 2007, bids were received at the City of Sherman for the replacement of the Ross Avenue Sewer Main. The low bidder was Whitewater Construction with a base bid of \$91,389.00, and an alternate bid of \$71,080.00. They listed 60 days to begin construction and 60 days of contract time. After checking their references, we recommend the Greater Texoma Utility Authority award the contract to Whitewater Construction.

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

Sincerely,

TEAGUE NALL AND PERKINS INC.



Chris Schmitt, P.E.

Cc: Mark Gibson

TEAGUE NALL AND PERKINS

BID TABULATION REPORT

CLIENT: City of Sherman
DESCRIPTION: Ross Avenue Sewer Main Replacement
Base Bid

TNP JOB NO: SHN 07135
ENGINEER'S ESTIMATE: \$120,000
BID DATE: August 15th, 2007
BID TIME: 10:00 a.m.

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	BIDDERS					
				WHITEWATER CONSTRUCTION		HOWARD CONSTRUCTION		LYNN VESSELS CONSTRUCTION LLC	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	10" SDR-35 Sanitary Sewer Pipe	660	LF	\$50.00	\$33,000.00	\$90.00	\$59,400.00	\$99.20	\$65,472.00
2	10" SDR-35 Sanitary Sewer Pipe	107	LF	\$25.00	\$2,675.00	\$40.00	\$4,280.00	\$37.20	\$3,980.40
3	16" Steel Encasement Pipe	107	LF	\$50.00	\$5,350.00	\$61.00	\$6,527.00	\$45.88	\$4,909.16
4	Bore, Jack & Pressure Grout Steel Encasement Pipe	107	LF	\$200.00	\$21,400.00	\$280.00	\$29,960.00	\$257.92	\$27,597.44
5	6" SDR-35 Sanitary Sewer Pipe	15	LF	\$40.00	\$600.00	\$77.00	\$1,155.00	\$68.20	\$1,023.00
6	4' Diameter Sanitary Sewer Manhole	5	EA	\$3,500.00	\$17,500.00	\$4,000.00	\$20,000.00	\$3,038.00	\$15,190.00
7	Construct SS Manhole over existing Sewer line	1	EA	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$2,418.00	\$2,418.00
8	Salvage Lid & Rim & abandon existing sewer manhole	4	EA	\$500.00	\$2,000.00	\$260.00	\$1,040.00	\$496.00	\$1,984.00
9	Sawcut, remove & replace asphalt paving to standards	188	SF	\$3.00	\$564.00	\$27.00	\$5,076.00	\$62.00	\$11,656.00
10	Sawcut, remove & replace concrete curb & gutter including all reinforcement and materials	16	LF	\$50.00	\$800.00	\$64.00	\$1,024.00	\$55.80	\$892.80
11	4" sanitary sewer Service lines with cleanouts	2	EA	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$3,472.00	\$6,944.00
12	RailAmerica Access/Occupancy License fee	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
TOTALS:					\$91,389.00		\$136,962.00		\$143,566.80
Days to Begin Construction				Days	60	Days	20	Days	120
Contract Time				Days	60	Days	150	Days	150

BIDS CHECKED BY:

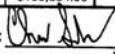
Name

**TEAGUE NALL AND PERKINS****BID TABULATION REPORT**

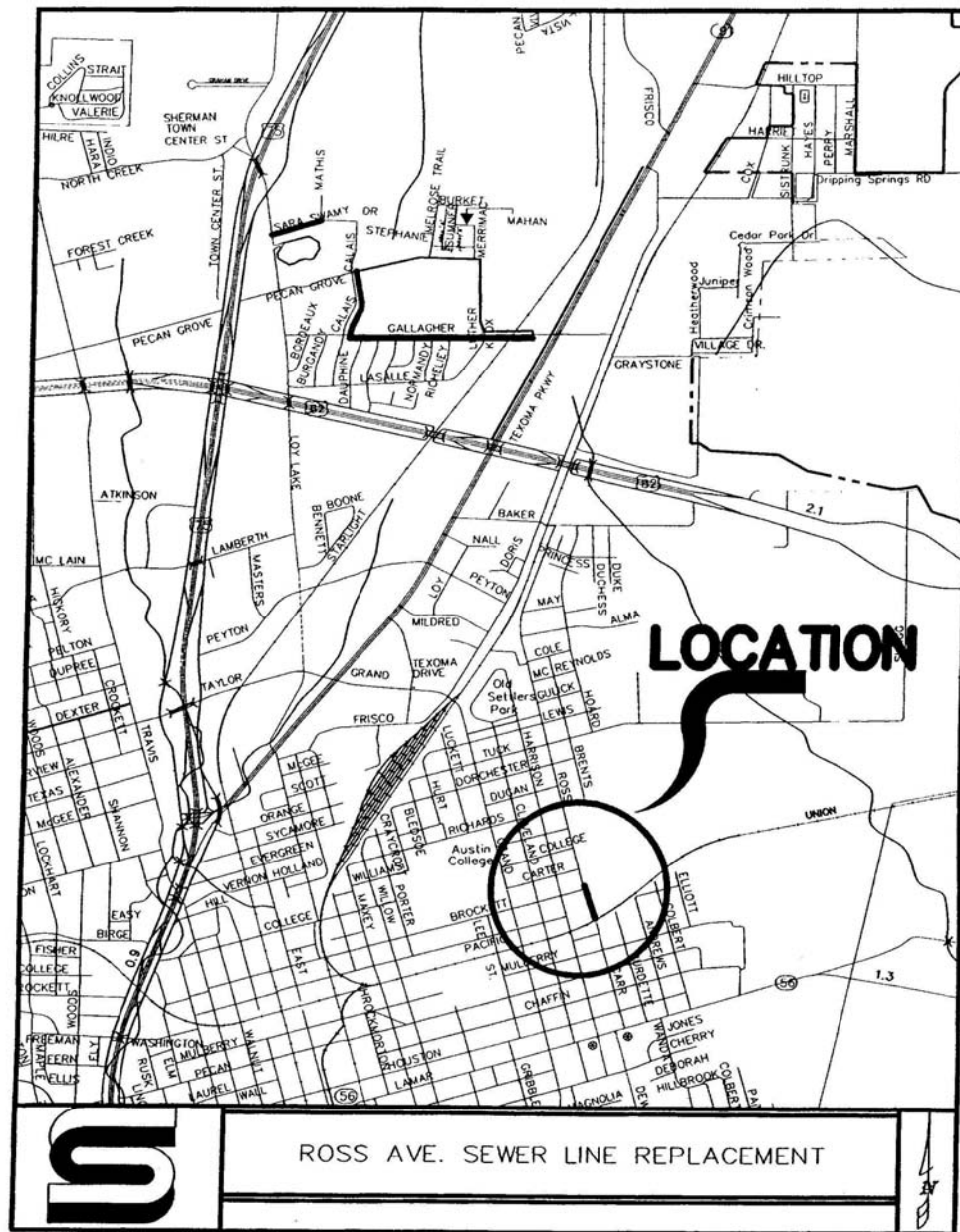
CLIENT: City of Sherman
DESCRIPTION: Ross Avenue Sewer Main Replacement
Alternate Bid

TNP JOB NO: SHN 07135
ENGINEER'S ESTIMATE: \$120,000
BID DATE: August 15th, 2007
BID TIME: 10:00 a.m.

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	BIDDERS					
				WHITEWATER CONSTRUCTION		HOWARD CONSTRUCTION		LYNN VESSELS CONSTRUCTION LLC	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Alt 1	6" SDR-35 Sanitary Sewer Pipe	694	LF	\$48.00	\$33,312.00	\$185.00	\$128,390.00	\$148.80	\$103,267.20
Alt 2	4" Sanitary Sewer Service Connections	16	EA	\$1,200.00	\$19,200.00	\$900.00	\$14,400.00	\$2,108.00	\$33,728.00
Alt 3	Salvage Lid and Rim and abandon existing sewer manhole	2	EA	\$500.00	\$1,000.00	\$260.00	\$520.00	\$466.00	\$932.00
Alt 4	4' Dia. Sanitary Sewer Manhole	2	EA	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$3,720.00	\$7,440.00
Alt 5	5' Dia. Sanitary Sewer Manhole	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,340.00	\$4,340.00
Alt 6	Construct SS Manhole over Existing Sewer Line	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,968.00	\$3,968.00
Alt 7	Sawcut, remove & replace Asphalt paving to city standard	56	SF	\$3.00	\$168.00	\$27.00	\$1,512.00	\$62.00	\$3,472.00
Alt 8	Sawcut, remove & replace concrete curb & gutter including all materials	8	LF	\$50.00	\$400.00	\$64.00	\$512.00	\$55.80	\$446.40
TOTALS:					\$71,080.00		\$163,334.00		\$157,653.60

BIDS CHECKED BY: 

Name





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5087**

**Authorizing the Purchase of Residential Trash and Recycling Carts through
the Houston-Galveston Area Council of Governments (H-GAC)
for the Solid Waste Services Department**

Issue

To consider approval of a resolution to purchase residential trash and recycling carts through the Houston-Galveston Area Council of Governments (H-GAC) for use within the Solid Waste Services Department

Background

Maintaining residential automated trash carts is an important part of the solid waste program, both for the sake of our residents and for more efficient collection. The typical life of an automated cart is about ten (10) years, but can be shorter based upon a number of factors, including exposure to the elements and mechanical malfunctions. As we enter the twelfth year of our automated collection program, we need to continue our replacement program for the remaining aging or broken carts. We also have to provide a supply of carts for new homes and in response to requests for extra carts. Purchasing automated carts from H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Department of Public Works

Financial Consideration

Funds for the purchase of new 100-gallon automated carts were appropriated in the 2006-2007 fiscal year budget. Toter, Inc. was H-GAC's low bidder for this type of cart (see attached bid tab and quote).

Staff Recommendation

It is recommended that the staff be authorized to acquire the residential trash and recycling carts through the H-GAC.

Alternatives

None recommended

Attachments

Resolution No. 5087

H-GAC Interlocal Agreement

Bid Tab

H-GAC (Toter, Inc.) Quote

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5087

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed to enter into an agreement approved by the City Attorney through the Houston-Galveston Area Council of Governments (H-GAC), for Residential Solid Waste Roll Out Carts at a purchase price of Forty-Six Dollars and Eighty-Two Cents (\$46.82) per cart, in accordance with the terms and conditions of the Interlocal Participation Agreement 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19 and ends 10/31/91, 19 . This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

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

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 4/5/91
Jack Steele
Executive Director

CART TABULATION FOR RESIDENTIAL CART PURCHASE

COMPANY	SIZE	QUANTITY	STAMPING	FREIGHT	PURCHASING FEE	EACH	TOTAL COST
TOTER	96	636	0	\$875.58	\$440.05	\$46.82	\$29,776.63
OTTO	95	504	\$250.00	\$1,475.00	\$377.42	\$50.67	\$25,538.42
SCHAEFER	95	427	\$250.00	\$1,657.00	\$326.44	\$51.73	\$22,088.94
ROTONICS	95	300	\$178.50	\$603.75	\$234.48	\$52.88	\$15,866.73
CASCADE	96	522	0	\$1,725.00	\$386.06	\$50.04	\$26,123.06

NOTE:

Rotonics has a \$1.50 per cart for stamping in addition to hot stamping and 5 year warranty

Toter, Otto, and Schafer, Cascade carts all have 10 year nonprorated warranty

Each company other than Toter and Cascade has an initial set up fee for stamping carts

All companies now require freight charges

All companies are on HGAC BUY

2 of the companies are also on Buy Board

Recommendation is to buy from Toter to keep all carts same in appearance and for future warranty .

Capacity of carts are the same volume and size

Several previous cart purchases have been from Toter over last couple of years

Toter has the lower price for purchase



August 22, 2007

PREPARED FOR:
 City of Sherman
 Attn: Aubrey Henderson
 Sherman, TX
 Fax# 903-892-7177

SHIP TO:
 Sherman, TX

MODEL #	DESCRIPTION	QUANTITY	UNIT PRICE
57596	Toter 96 Gallon EVR I Series Container • Color – Black, Brown, Green or Grey • Serial Numbers Hot Stamped on Body • Custom Lid Insert • 10 Year Non-Prorated Warranty	636	\$44.75
	HGAC FEE	1	\$440.05

ADDITIONAL INFORMATION:

Freight: \$875.58 to one location

Shipment: 8-10 weeks to start delivery of containers.

PRICING OFF HGAC CONTRACT. SEND ORIGINAL PO# TO TOTER WITH COPY TO
 HGAC

This proposal is subject to Toter's Standard Terms and Conditions following. Toter prices do not include state and local taxes, if applicable. Payment terms are Net 30 days after shipment. Delivery is subject to availability at time of order entry. Pricing is based on current resin cost and must be confirmed by Toter before acceptance of order.

TOTER INCORPORATED:

ACCEPTED BY:

Linda Lassiter

Residential Sales Specialist

City of Sherman, TX

Date: 8/21/2007

Date:

cc: Donald Siptak



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5088**

Authorizing the Purchase of an Asphalt Milling and Recycling Attachment from Asphalt Zipper, Inc., through the Houston-Galveston Area Council of Governments (H-GAC), for the Street Department

Issue

To authorize the purchase of an Asphalt Zipper milling and recycling attachment from Asphalt Zipper, Inc. through the Houston-Galveston Area Council of Governments (H-GAC) for use within the Street Department

Background

As part of the continuing effort to find improved methods to better maintain our streets and alleys, Public Works staff has researched an asphalt milling and recycling attachment. The attachment can mount to the bucket of Street Department front-end loaders and mill up to a 48" swath of asphalt street. Having this attachment will greatly improve the Department's ability to make street repairs and replace small sections of streets. We will continue to contract with asphalt contractors to complete large scale mill and overlay projects. The attachment produced by Asphalt Zipper is a very unique piece of equipment solely manufactured by the company (see attached memo and letter).

The H-GAC was created to increase the purchasing power of governmental entities and to simplify their purchasing by using a customized electronic purchasing system. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Department of Public Works

Financial Consideration

There has been cost savings this fiscal year in the Street Department budget, street materials line item; and funds for the purchase of this attachment are available. Asphalt Zipper, through H-GAC, has offered to sell the City of Sherman a demonstrator machine (approximately 10-15 total hours of use) located in Irving, Texas for \$97,948.00, a savings of approximately \$2,000.00 under the price of a new machine. Purchasing this machine would also save freight charges from the factory. The warranty on this equipment has not been affected by its prior minimal use.

Staff Recommendation

It is recommended that the staff be authorized to purchase the demonstrator Asphalt Zipper milling and recycling asphalt attachment through the H-GAC.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5088; H-GAC Interlocal Agreement; H-GAC Contract Pricing Worksheet; Equipment Photograph

Prepared by:
Jeff Miller, Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AN ASPHALT MILLING AND RECYCLING ATTACHMENT FROM ASPHALT ZIPPER, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC), FOR THE STREET DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager is hereby authorized and directed to purchase an asphalt milling and recycling attachment from Asphalt Zipper, Inc., through the Houston-Galveston Area Council of Governments (H-GAC), at a purchase price of Ninety-Seven Thousand Nine Hundred Forty-Eight Dollars and No Cents (\$97,948.00), in accordance with the terms and conditions of the Interlocal Agreement 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19 and ends 10/31/91, 19 . This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

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

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 4/5/91
Jack Steele
Executive Director
March 28, 1991



CONTRACT PRICING WORKSHEET

(This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order.)

End User:	City of Sherman TX	Date Prepared:	8/27/2007
Prepared By:	Clarice Christensen	Contract No.:	SM10-06
Phone No.:	888-947-7378 x 204	Item Product Code:	N03
Product Description:	AZ430HD (500)		
A Item Base Unit Price, Per H-GAC Contract:		A:	88,950.00
B Published Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	
N03	Upgrade to AZ 500 w/ power top access hatch, power belt adjustment, tri-skid foot & dual axle trailer	\$7,000	
Subtotal From Additional Sheet(s):			
Subtotal B:		7,000	
C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	
N03	upgrade to 48" X fine cutterhead factory installed	2550	
	credit on 50000262 field demo w/ 10 + Hours 70 bits as part of sale	-2000	
Subtotal From Additional Sheet(s):			
Subtotal C:		550	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is: Note: Unpublished Options cannot be used to change to another contracted model.			
		0.005732152	
D Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)			
Subtotal D:			
E Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)		96,500	
Quantity Ordered	X	1	
Subtotal E:		96,500	
F H-GAC Fee Calculation (From Current Fee Tables)		Subtotal E: 1,447,5000	
G Non-Equipment Charges (Trade-In, Extended Warranty, etc.)			
Subtotal F:			
H		Total Purchase Price (E+F+G): 97,948	
Estimated Delivery Date:			

(Please Type, or Print Legibly)

REV020715





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.10

*** RESOLUTION NO. 5089**

**Awarding a Bid to August Industries, Inc. for the Purchase of
a High Pressure Breathing Air Station for Use by the Fire Department**

Issue

The purchase of a High Pressure Breathing Air Station from August Industries, Inc.

Background

The Sherman Fire Department operates a breathing air compressor at Central Fire Station and at Fire Station 4. The breathing air compressor station at Station 4 is over ten years old and has reached the end of its projected useful life. The compressor is vital to provide purified air for Self Contained Breathing Apparatus (SCBA) for firefighting use. Bids for the purchase of this equipment were opened on August 9, 2007. The lower of the two bids received was from August Industries. The old unit will be disconnected and crated by the successful vendor. It will then be made available for sale by bid.

Origination

Sherman Fire Department

Financial Consideration

The High Pressure Breathing Air Station to be purchased has a base bid price of \$36,940.00 and does not include accessories or an extended warranty. The extended one year warranty will cost \$950.00. Funds are available in the Fire Department budget for this purchase.

Staff Recommendation

It is recommended that the Sherman Fire Department be authorized to purchase a new High Pressure Breathing Air Station to replace the old SCBA at Station 4.

Alternatives

None recommended.

Attachments

Resolution No. 5089; Bid Tabulation; August Industries' Proposal

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AUGUST INDUSTRIES, INC. FOR THE PURCHASE OF A HIGH PRESSURE BREATHING AIR STATION FOR USE BY THE FIRE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That August Industries, Inc. is hereby awarded the bid in the total amount of Thirty Seven Thousand Eight Hundred Ninety Dollars and No Cents (\$37,890.00) for the purchase of a high pressure breathing air station for use by the Fire Department, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

**BID TABULATION
CITY OF SHERMAN**

BID TITLE: Breathing Air
Station

DATE: 8-9-07

VENDOR	UNIT PRICE	AMOUNT	DISCOUNT	NET BID	DELIVERY	BID BOND	REMARKS/ EXCEPTIONS
<u>BAKER</u>		<u>42,150⁰⁰</u>					
<u>August Industry</u>		<u>36,940⁰⁰</u>					

**CITY OF SHERMAN
BID SHEET
BREATHING AIR STATION
AUGUST 9, 2007, 3:00 P.M.**

Does your bid meet all specifications contained herein? Yes ☒ No ☐

Does your material and workmanship meet all specifications? Yes ☒ No ☐

If no is indicated, attached a sheet indicating exceptions

BASE BID PRICE: \$ 36,940.00
(not to include accessories or extended warranty)

NOTICE TO BIDDERS: Any bidder who falsifies responses indicating compliance or non-compliance with minimum requirements listed will be suspended and/or disqualified from bidding

AUGUST INDUSTRIES INC.
BIDDER

SIGNED BY

PRESIDENT
TITLE

2811 EISENHOWER ST.
ADDRESS: STREET OR PO BOX

CARROLLTON, TX 75007
CITY STATE ZIP

972 245-7000
PHONE FAX
FAX: 245-7007

BID SHEET MUST BE SIGNED BY AN AUTHORIZED AGENT OF YOUR FIRM



August 7, 2007

Proposal for SHERMAN FIRE DEPT

August Industries is pleased to provide you with the following quote on your system.

BAUER UNIII10H-E3 UNICUS COMPLETE INTEGRATED STATIONARY SYSTEM
SUPPLIED AS SPECIFIED ON SHERMAN INVITATION TO BID # 0607-06:

FEATURING:

- 6,000 PSI, 10.2 CFM CHARGING RATE
- 7.5 H.P., 230 VOLT, THREE PHASE ELECTRIC MOTOR
- FULL INSTRUMENT STAINLESS STEEL GAUGE PANEL
- EMERGENCY STOP SWITCH
- THREE POSITION, CLASS 2, FULL CONTAINMENT FILL STATION
- AUTOMATIC CONDENSATE DRAIN SYSTEM WITH RESERVOIR
- SECURUS ELECTRONIC FILTER MONITORING SYSTEM
- COMPRESSOR HIGH TEMP AND LOW OIL PROTECTION SYSTEM
- SOUND ATTENUATING ENCLOSURE
- FOUR ASME CODE CYLINDERS INSTALLED AS STANDARD EQUIPMENT IN
AN INTEGRAL DESIGNED RACK
- A CABINET ENCLOSED HOSE REEL COMPLETE WITH 75' OF HIGH
PRESSURE HOSE AND A SEPARATE PANEL MOUNTED REGULATOR TO
FACILITATE THE RE-FILLING OF HIGH PRESSURE MOBILE CASCADE
SYSTEMS
- FULL FREIGHT ALLOWED
- INSTALLATION AND FORKLIFT RENTAL INCLUDED
- TRAINING FOR THREE SHIFTS INCLUDED

OUR QUOTE:

\$36,940.00

NEW

UNICUS^{III} - THE TOTAL SYSTEM

THE NEXT GENERATION HIGH PRESSURE BREATHING AIR SYSTEM

*Heavy duty formed sheet work provides a firm foundation for all pressure bearing components. The UNICUS III is designed to house a BAUER four or five stage 5000 or 6000 PSIG compressor with capacities from 10 SCFM to 26.4 SCFM charge rate**

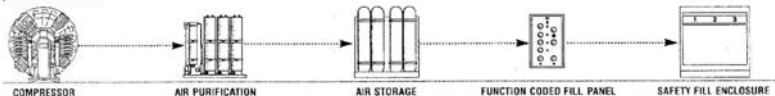
*Based on recharging an 80 cubic foot tank from 500 to 3000 psig

FEATURES

- Industry First UL®-Listed NEMA 4 Electrical Enclosure - Standard
- PLC Controller with Panel Mounted Keypad Display
- Function Coded Fill Panel - All fill controls are easily operated from the front in an illuminated function coded panel, angled and recessed to permit maximum visibility and easy access
- Powder Coat Finish - Assures a rugged finish as well as an aesthetically pleasing appearance

THE TOTAL SYSTEM

UNICUS III is a Total System Approach to recharging high pressure or low pressure SCBA cylinders. The all-in-one system combines Compressor, BAUER Breathing Air Purification, Air Storage, Function Coded Fill Panel and Containment Fill Station into one user-friendly workstation. BAUER offers only **Independently Test Containment Fill Stations** which were found to protect the operator from overpressure and fragmentation per NFPA 1901.



BAUER COMPRESSORS, INC.

1328 Azalea Garden Road
Norfolk, Virginia 23502
Telephone: (757) 855-6006
Telefax: (757) 857-1041
E-Mail: sts@bauercomp.com

BAUER COMPRESSORS MIAMI

10052 N.W. 53rd Street
Sunrise, Florida 33351
Telephone: (954) 746-2504
Telefax: (954) 746-2510
E-Mail: fisis@bauercomp.com

BAUER SAN FRANCISCO

2464 Tripaldi Way
Hayward, California 94545
Telephone: (510) 887-1527
Telefax: (510) 887-8993
E-Mail: bauersf@bauersf.com



**BAUER
COMPRESSORS**

THE TOTAL SYSTEM
UNICUS^{III}



August 7, 2007

Proposal for SHERMAN FIRE DEPT

August Industries is pleased to provide you with the following quote.

OPTIONAL YEAR TWO EXTENDED WARRANTY COVERAGE

- AUGUST INDUSTRIES WILL EXTEND THE WARRANTY OF THE UNICUS BREATHING AIR STATION TO A TOTAL OF 2 YEARS PROVIDED THE FOLLOWING CRITERIA IS MET:

AUGUST INDUSTRIES IS TO PROVIDE ALL THE SCHEDULED MAINTENANCES AND SERVICES, AS OUTLINED IN THE OWNERS MANUAL, TO THE COMPRESSOR SYSTEM DURING THE FIRST TWO YEARS OF OWNERSHIP. THE COST OF THESE SERVICES IS NOT INCLUDED IN THE COST OF THE EXTENDED WARRANTY. THIS WILL REQUIRE AT LEAST TWO VISITS PER CALENDAR YEAR TO PERFORM. (WE CURRENTLY PROVIDE THESE SERVICES TO THE OTHER UNITS AT SHERMAN FIRE DEPARTMENT). YEAR TWO SHALL HAVE THE SAME WARRANTY COVERAGE'S AS YEAR ONE WITH NO LIMITATION TO OPERATING HOURS.

OUR QUOTE:

\$950.00



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.11

*** RESOLUTION NO. 5090**

**Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction
to Rebuild a Culvert on King Street at First Street**

Issue

To approve the execution of a contract with Vessels Construction to reconstruct the existing culvert with headwalls at King Street and the BNSF Railroad/First Street

Background

The Sherman City Council appropriated funds in the 2006-2007 Capital Improvement Program (CIP) for the replacement of the failing culvert at King Street and the BNSF Railroad/First Street. The culvert is rusted and beginning to collapse, causing the street to settle. The repair and replacement of the culvert with headwalls is necessary to ensure the stability of the road and proper drainage. The project was put out for bid earlier this year, but only one bid was received; and it was rejected because it was over budget. The project was modified and re-bid last week.

Origination

Department of Public Works

Financial Consideration

The 2006-2007 CIP budget has \$60,000.00 appropriated for this project.

Staff Recommendation

It is recommended that the City Council award the bid to Vessels Construction in the amount of \$45,925.00 for the construction of the new culvert with headwalls at King Street and the BNSF Railroad/First Street.

Alternatives

As directed by City Council

Attachments

Resolution No. 5090

Letter of Recommendation

Bid Tab

Contract

Capital Improvement Project with Location Map

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION TO REBUILD A CULVERT ON KING STREET AT FIRST STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Vessels Construction of Sherman, Texas, is hereby awarded the bid in the total amount of Forty-Five Thousand Nine Hundred Twenty-Five Dollars and No Cents (\$45,925.00), without change orders, for the rebuilding of a culvert on King Street at First Street and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Vessels Construction for the King Street Culvert Project, in accordance with the terms and provisions of the 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN



11 September 2007

Mr. Jeff Miller
Director of Public Works & Engineering
City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: King / First Street Culvert Replacement

Dear Mr. Miller:

Bids were received for the above referenced project on Tuesday, September 11, 2007. A total of two bids were received. A bid tabulation is attached for your review.

The project consists of the construction of a concrete box culvert with headwalls to replace the existing corrugated metal pipe with rock headwalls located on King Street west of First Street in Sherman, Texas. The low bid was submitted by Vessels Construction of Sherman, Texas in the amount of \$45,925.00. A bid bond was submitted for 5% of the amount bid as required by the bidding documents. No addendums were issued for this project.

We recommend award of the project to Vessels Construction in the amount of \$45,925.00. The contract documents require that this project be completed in 60 consecutive calendar days after the issuance of the Notice to Proceed.

The Contractor shall commence work after execution of all contract and bond forms, receipt of insurance certificates and the issuance of a Notice to Proceed. A preconstruction meeting shall be conducted with the contractor and city personnel.

If you have any questions, please contact me at (903) 892-7622.

Sincerely,



James M. Shankles, Jr., P.E.
City Engineer

Attachments: Bid Tabulation

Cc: Mark Gibson, Director of Utilities & Engineering

BID TABULATIONS					Low Bidder		Second	
Client: City of Sherman					Vessels Construction		Jerry Paul Higgins LTD	
Project: King / First Street Culvert Replacement (rebid #1)					P.O. Box 28		P.O. Box 1865	
Job No.:					Sherman, TX 75090		Sherman, TX 75091	
Engineer: City of Sherman					Ph # (903) 870-0428		Ph # (903) 893-0672	
					Fax#(903) 892-2653		Fax#(903) 892-4628	
ITEM #	DESCRIPTION	UNIT	Proposal QUANTITY	UNIT COST	Proposal Quantity TOTAL COST	UNIT COST	Proposal Quantity TOTAL COST	
P.1	Install 6x4 Reinforced Box Culvert	LF	38	\$ 712.50	\$ 27,075.00	\$ 1,079.42	\$ 41,017.96	
P.2	Construct TxDOT "FW-0" Flared Wingwalls	EA	2	\$ 6,210.00	\$ 12,420.00	\$ 8,518.57	\$ 17,037.14	
P.3	Install 24" dia. RCP	LF	8	\$ 287.00	\$ 2,296.00	\$ 143.75	\$ 1,150.00	
P.4	6" Flexible Base	SY	39	\$ 66.00	\$ 2,574.00	\$ 73.72	\$ 2,875.08	
P.5	2" HMAC	SY	39	\$ 40.00	\$ 1,560.00	\$ 73.72	\$ 2,875.08	
TOTAL BASE BID AMOUNT					\$ 45,925.00	\$ 64,955.26		
P.1	Remove & Dispose of Exist HMAC,Headwalls, and GCMP culvert	JOB	1	\$ 19,070.00	\$ 19,070.00	\$ 14,250.00	\$ 14,250.00	
TOTAL ALTERNATE BID ITEM					\$ 19,070.00	\$ 14,250.00		

H:\engadmin\Specs\King St Culvert\BidTabsCulvert

CITY OF SHERMAN §
COUNTY OF GRAYSON §

CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR

THIS AGREEMENT is by and between the CITY OF SHERMAN ("CITY" or "OWNER") and
and VESSELS CONSTRUCTION ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

For the construction of the King /First Street Culvert Replacement located in Sherman, Texas.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment within sixty (60) calendar days of the Notice to Proceed issued by the City.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

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

Forty-Five Thousand, Nine Hundred and Twenty-Five Dollars and No Cents (\$45,925.00)
(use words) (figure)

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 5.02 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Bid Specifications for the construction of the King/First Street Culvert Replacement (entire packet);
3. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid and Bidder Information on the Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;

B. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.08 of this Contract.

ARTICLE 8 - NOTICE

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

If intended for CITY to:

Designee: James M. Shankles, Jr., P.E.

Address:

P. O. Box 1106

Sherman, TX 75091

If intended for CONTRACTOR, to:

Designee: Bell Vessels

Address:

P.O. Box 28

Sherman, TX 75091-0028

903-870-0428

ARTICLE 9 - MISCELLANEOUS

9.01 *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.

9.02 *Successors and Assigns*

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

9.03 *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.

9.04 *Captions*

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

9.05 *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 for personal injury (including death), property damage or other harm, including attorneys fees, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of

CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement; 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, and in the event of joint and concurring negligence of the CONTRACTOR and the CITY, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to and without waiving 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.

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

9.06 *Choice of Law: Venue.*

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

9.07 *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.

9.08 *Entire Agreement*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: VESSELS CONSTRUCTION

By: _____
City Manager

BILL G. VESSELS
By: [Signature]

Attest _____
City Clerk

Attest _____
Notary Public

License No. _____
(Where applicable)

Agent for service of process: _____

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

Approved as to form:

Doreen E. McGookey
City Attorney

PROJECT YEAR: 2006-2007

PROJECT NAME: Replace Culvert at King Street and First Street

DESCRIPTION: Replace culvert with 5'x5' box culvert.

ESTIMATED COST: \$60,000

ESTIMATED O&M COST: Not Applicable

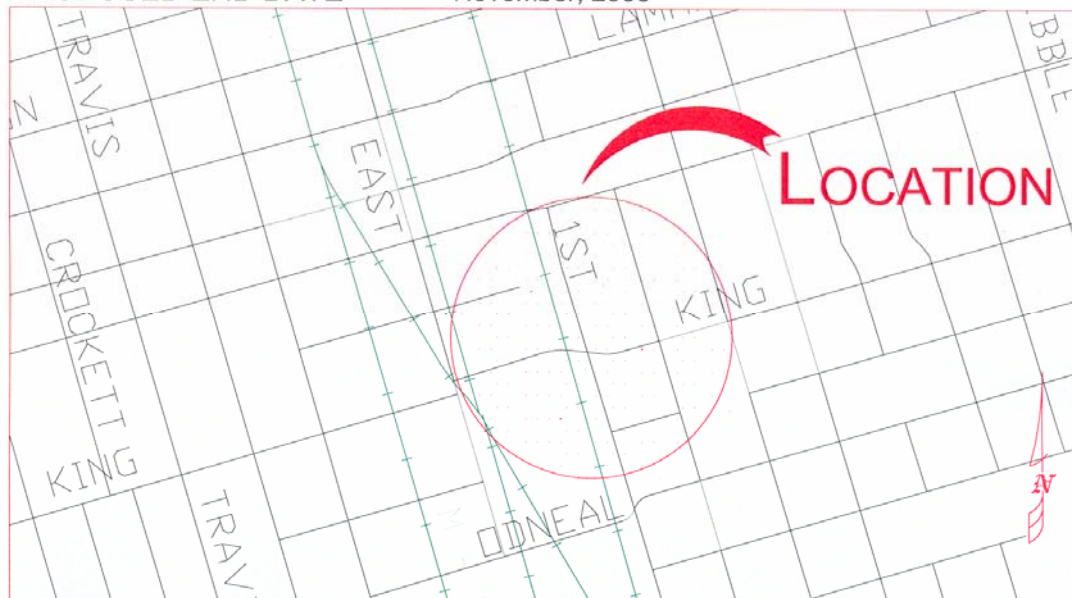
PROPOSED FINANCING: General Improvement Fund

PROJECT NECESSITY: Culvert is losing strength and is failing.

DEPARTMENT/DIRECTOR: Public Works and Engineering, Jeff Miller

PROPOSED START DATE October, 2006

PROPOSED END DATE November, 2006





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.12

*** RESOLUTION NO. 5091**

**Awarding a Bid to and Authorizing Execution of a Contract with
Weisinger Water Well, Inc. for the Dorchester #8 Trinity Well Repairs**

Issue

Awarding a bid to and authorizing execution of a contract with Weisinger Water Well, Inc. for the Dorchester #8 Trinity well repairs

Background

The pump on the above referenced well needs to be pulled and inspected, followed by repairs and/or replacements as needed. The well casing and well screen should be camera inspected, followed by repairs as needed. We have publicly advertised and received proposals from three well repair contractors. A tabulation of the proposals for the lump sum portion of the potential repair work is attached.

Origination

Utilities Administration Department

Financial Consideration

Budgeted funds are available in Water Production Budget.

Staff Recommendation

It is recommended that the City Council award the contract to Weisinger Water Well, Inc., based on their lump sum lowest bid of \$43,000.00 and the staff's estimated cost of repairs based on their unit prices.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5091

Contract

Bid Tabulation

Location Map

Prepared by:

Mark Gibson, Director of Utilities & Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #8 TRINITY WELL REPAIRS; 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 Weisinger Water Well, Inc. is hereby awarded the bid in the total amount of \$43,000.00, without change orders, for the repairs to the Dorchester #8 Trinity Well and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Water Well, Inc. for the repairs to the Dorchester #8 Trinity Well, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and **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 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

REPAIR OF THE DORCHESTER 8 TRINITY WELL

This Project will be completed as described in the contract documents at the at the **CONTRACTOR'S** sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Commencement of Contract*

A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract one hundred and twenty (120) days.

B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by **CONTRACTOR** as set forth in Section 105.0 of the Information for Bidders and the Notice to Proceed and shall completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$100.00 for each calendar 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 \$100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of \$100.00 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 4.01.B below:

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

<u>Forty-Three Thousand Dollars and No Cents</u>	(\$43,000.00)
(use words)	(figure)

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 5.02 of the Special Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Performance Bond;

-
3. If applicable, the Unit Pricing in the Proposal;
 4. Payment Bond;
 5. Other Bonds;
 - a. Bid Bond (pages 1 to 2, inclusive);
 - b. _____;
 - c. _____;
 6. General Conditions of Agreement;
 7. Special Conditions of Agreement;
 8. Any Other Documents listed in the Table of Contents of the Project Manual;
 9. Any Drawings associated with the Project;
 10. Addenda (if applicable);
 11. Exhibits to this Contract(enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s), if permissible under the Resolution enacted by the City.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

Designee: Mark Gibson

Designee: Weisinger Water Well, Inc.

Address:
P.O. Box 1106

Address:
2200 E. Davis

Sherman, TX 75091

Conroe, TX 77301

936-756-7721

936-756-7723 (fax)

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses including attorneys fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability. Furthermore, the CONTRACTOR shall acquire a policy of insurance in the maximum statutory limits for tort liability of the City naming the City of Sherman as an additional insured under its terms.

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

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

9.08 *Deletion of Arbitration Clause*

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

9.07 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles.

This contract is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

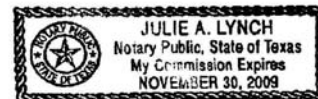
CONTRACTOR: WEISINGER WATER WELL, INC.

By: _____
City Manager

By: Scott Weisinger
Scott Weisinger

Attest _____
City Clerk

Attest: Julie A. Lynch
Notary Public



Commission Expires: _____

Agent for service of process: _____

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

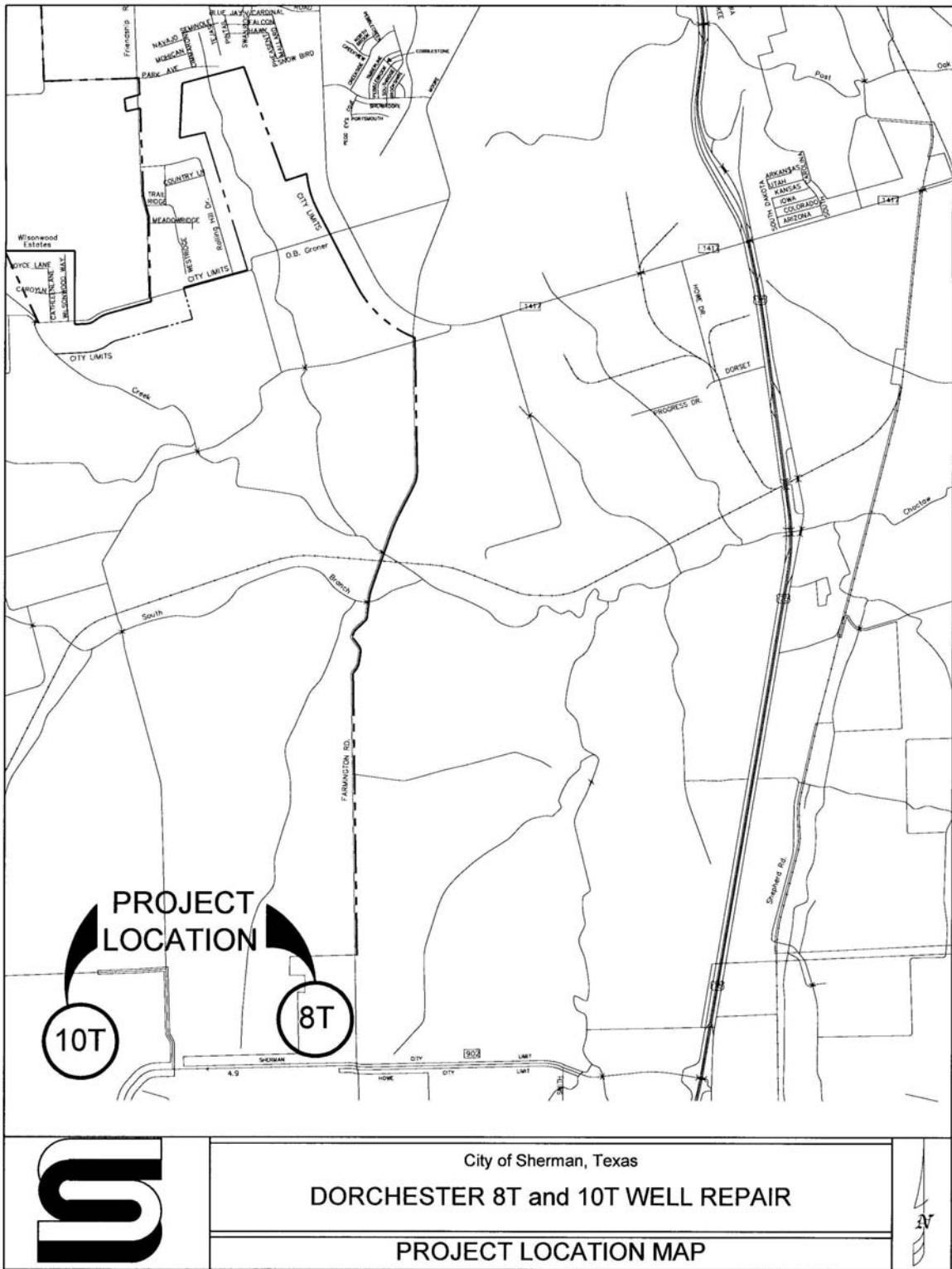
Approved as to form:

Doreen E. McGookey
City Attorney

CITY OF SHERMAN
DORCHESTER 8 TRINITY WELL REPAIR
BID OPENING: 10:15 A.M. Thursday, September 6, 2007

BID TABULATION

<u>CONTRACTOR</u>		<u>BID AMOUNT</u>
Scott Weisinger Weisinger Water Well, Inc. 2200 E. Davis Conroe, Texas		L.S. 43,000 Pump Bowls 29,000 Reset 21,350 Alt. 166,000
Donald Campbell Layne Christensen Co. 5734 American Legion Rd. Tyler, Texas 75708-9147	<i>Exceptions</i>	L.S. 45,900 Pump Bowls 34,000 Reset 21,600 Alt. 168,000
Jim Caldwell Alsay, Inc. 6615 Gant St. Houston, Texas 77066		L.S. 46,300 Pump Bowls 28,400 Reset 19,125 Alt. 185,000
John Seifert LBG-Guyton Associates 11111 Katy Freeway, Ste. 400 Houston, Texas 77079		NO BID
Bidders' Exchange Plan Room 210-564-6900		NO BID





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.13

*** RESOLUTION NO. 5092**

**Awarding a Bid to and Authorizing Execution of a Contract with
Weisinger Water Well, Inc. for the Dorchester #10 Trinity Well Repairs**

Issue

Awarding a bid to and authorizing execution of a contract with Weisinger Water Well, Inc. for the Dorchester #10 Trinity well repairs

Background

The pump on the above referenced well needs to be pulled and inspected, followed by repairs and/or replacements as needed. The well casing and well screen should be camera inspected, followed by repairs as needed. We have publicly advertised and received proposals from three well repair contractors. A tabulation of the proposals for the lump sum portion of the potential repair work is attached.

Origination

Utilities Administration Department

Financial Consideration

Budgeted funds are available in Water Production Budget.

Staff Recommendation

It is recommended that the City Council award the contract to Weisinger Water Well, Inc., based on their lump sum bid of \$43,000.00 and the staff's estimated cost of repairs based on their unit prices. It should be noted that the Weisinger bid, for the major components, was \$3,800.00 above the lowest bid; but the lowest bid quoted a pump motor that is not compatible with the existing electrical system at the site. The low bidder's pump would have required a minimum of \$10,000.00 in electrical work at the site.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5092

Contract

Bid Tabulation

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #10 TRINITY WELL REPAIRS; 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 Weisinger Water Well, Inc. is hereby awarded the bid in the total amount of \$43,000.00, without change orders, for the repairs to the Dorchester #10 Trinity Well and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Water Well, Inc. for the repairs to the Dorchester #10 Trinity Well, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and **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 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

REPAIR OF THE DORCHESTER 10 TRINITY WELL

This Project will be completed as described in the contract documents at the at the **CONTRACTOR'S** sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Commencement of Contract*

A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract one hundred and twenty (120) days.

B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by **CONTRACTOR** as set forth in Section 105.0 of the Information for Bidders and the Notice to Proceed and shall completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$100.00 for each calendar 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 \$100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of \$100.00 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 4.01.B below:

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

<u>Forty-Three Thousand Dollars and No Cents</u>	(\$43,000.00)
(use words)	(figure)

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 5.02 of the Special Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Performance Bond;

-
3. If applicable, the Unit Pricing in the Proposal;
 4. Payment Bond;
 5. Other Bonds;
 - a. Bid Bond (pages 1 to 2, inclusive);
 - b. _____;
 - c. _____;
 6. General Conditions of Agreement;
 7. Special Conditions of Agreement;
 8. Any Other Documents listed in the Table of Contents of the Project Manual;
 9. Any Drawings associated with the Project;
 10. Addenda (if applicable);
 11. Exhibits to this Contract(enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s), if permissible under the Resolution enacted by the City.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

Designee: Mark Gibson

Address:
P.O. Box 1106

Sherman, TX 75091

Designee: Weisinger Water Well, Inc.

Address:
2200 E. Davis

Conroe, TX 77301

936-756-7721

936-756-7723 (fax)

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses including attorneys fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability. Furthermore, the CONTRACTOR shall acquire a policy of insurance in the maximum statutory limits for tort liability of the City naming the City of Sherman as an additional insured under its terms.

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

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

9.08 *Deletion of Arbitration Clause*

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

9.07 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: WEISINGER WATER WELL, INC.

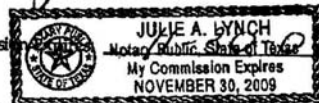
By: _____
City Manager

By: Scott Weisinger
Scott Weisinger

Attest _____
City Clerk

Attest Julie A. Lynch
Notary Public

Commission



Agent for service of process:
John Weisinger
2200 E Davis

Conroe TX 77301

(If CONTRACTOR is a corporation or a partnership,

attach evidence of authority to sign.)

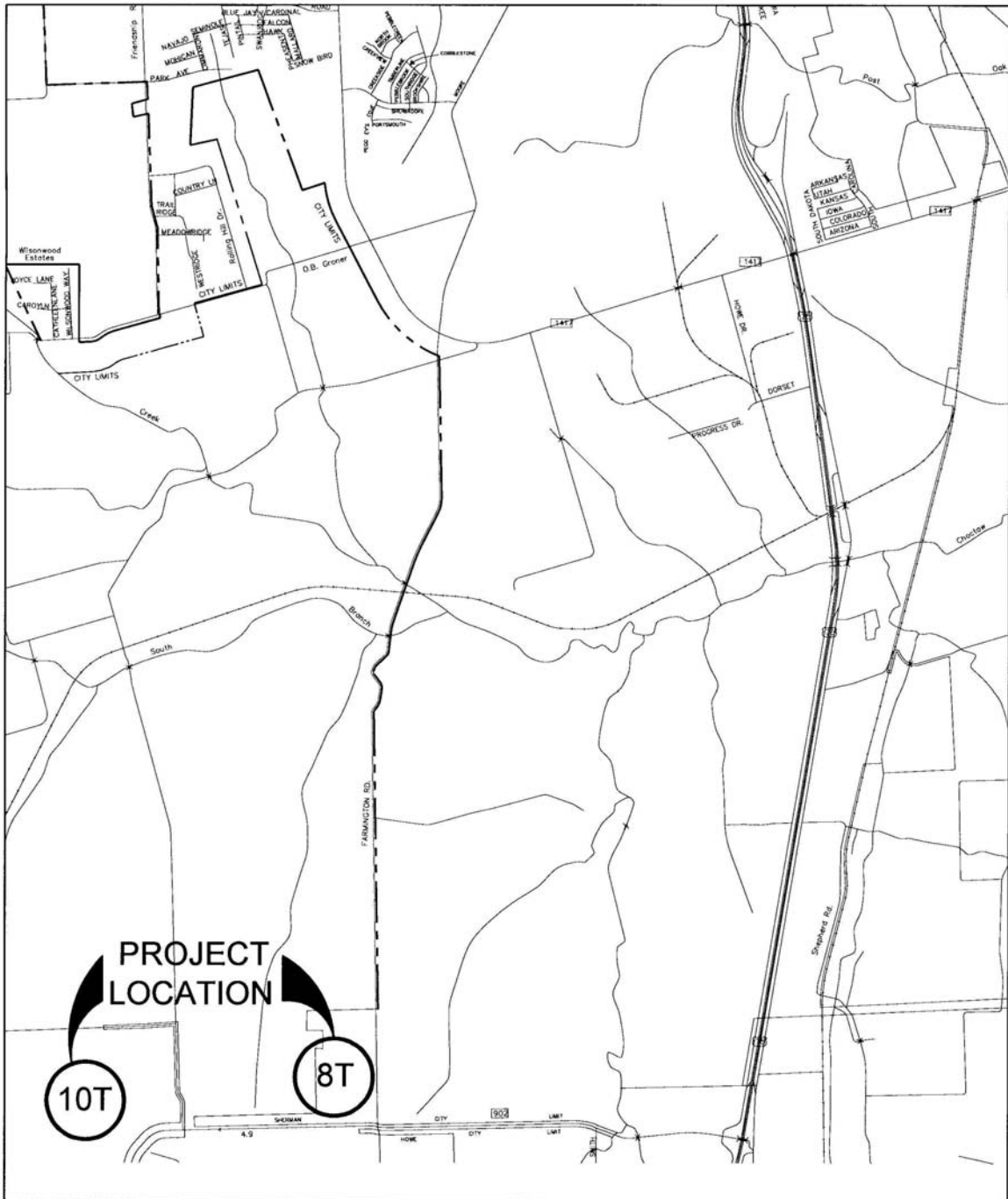
Approved as to form:

Doreen E. McGookey
City Attorney

CITY OF SHERMAN
DORCHESTER 10 TRINITY WELL REPAIR
BID OPENING: 10:15 A.M. Thursday, September 6, 2007

BID TABULATION

<u>CONTRACTOR</u>		<u>BID AMOUNT</u>
Donald Campbell Layne Christensen Co. 5734 American Legion Rd. Tyler, Texas 75708-9147	<i>Exceptions</i>	L.S. 41,450 Pump Bowls 29,100 Reset 21,000 Alt. 165,000
Scott Weisinger Weisinger Water Well, Inc. 2200 E. Davis Conroe, Texas		L.S. 43,000 Pump Bowls 30,000 Reset 21,350 Alt. 166,000
Jim Caldwell Alsay, Inc. 6615 Gant St. Houston, Texas 77066		L.S. 46,300 Pump Bowls 27,800 Reset 19,125 Alt. 186,500
John Seifert LBG-Guyton Associates 11111 Katy Freeway, Ste. 400 Houston, Texas 77079		NO BID
Bidders' Exchange Plan Room 210-564-6900		NO BID



City of Sherman, Texas
DORCHESTER 8T and 10T WELL REPAIR
PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.14

*** RESOLUTION NO. 5093**

**Awarding a Bid to and Authorizing Execution of a Contract with Sludge Technology, Inc.
for the 2007 Biosolids Project at the Wastewater Treatment Plant**

Issue

Awarding a bid to and authorizing execution of a contract with Sludge Technology, Inc., for the 2007 Biosolids Project at the Sherman Wastewater Treatment Plant

Background

Funding has been included in the operating budget for a project to remove, process, and recycle biosolids from basins at the Sherman Wastewater Treatment Plant to agricultural land. The project has been publicly advertised; and bids were received on September 07, 2007, as noted in the attached bid tabulation. Eight contractors received bid documents. Three bids were received.

Origination

Utilities Administration and Treatment Services Departments

Financial Consideration

Funds for this project have been allocated in the Wastewater Treatment Budget.

Staff Recommendation

It is recommended that the contract for the 2007 Biosolids Project be awarded to Sludge Technology, Inc., based on their bid in the amount of \$307,226.00, and that the City Manager be authorized to execute the required contract documents.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5093

Bid Tabulation

Contract

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SLUDGE TECHNOLOGY, INC. FOR THE 2007 BIOSOLIDS PROJECT AT THE WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Sludge Technology, Inc. is hereby awarded the bid in the total amount of \$307,226.00, without change orders, for the 2007 Biosolids Project at the Wastewater Treatment and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Sludge Technology, Inc. for the 2007 Wastewater Treatment Plant Biosolids Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

BID TABULATION

Owner: City of Sherman
 Project: 2007 Biosolids Project
 Engineer: City of Sherman
 Bid Date: 7-Sep-07

Sludge Technology Inc.
 8101 W. 33rd St. South
 Muskogee, Oklahoma 74401
 918-683-8192

Synagro of Texas - CDR, Inc.
 1002 Village Square, Suite C
 Tomball, Texas 77375
 281-516-0305

Mid_America Environmental
 Contractors, Inc.
 P.O. Box 648
 Ozark, AR 72949
 479-667-1443

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
PA. 1	Process Class A biosolids	17000	C.Y.	\$9.00	\$153,000.00	\$10.96	\$186,320.00	\$9.50	\$161,500.00
PA. 2	Lime	510	Tons	\$117.60	\$59,976.00	\$130.82	\$66,718.20	\$125.10	\$63,801.00
PA. 3	Transport & spread Class A biosolids to other than the Cook site	14500	C.Y.	\$6.50	\$94,250.00	\$5.36	\$77,720.00	\$7.50	\$108,750.00
TOTAL AMOUNT OF BID (Bid Items PA. 1 - PA. 3)					\$307,226.00		\$330,758.20		\$334,051.00
ADDITIONAL BID ITEM									
PA. 4	Transport and spread Class A biosolids to the Cook site		C.Y.	\$8.00		\$5.36		\$9.00	
BID TAB NOTES				1. Bid bond OK. - Best's Rating: A p (pooled) - Best's outlook: stable - Licensed in Texas - Designated agent is in Muskogee, OK - Last Best's update - 2005 2. Successfully executed 2006 Biosolids Project					
				1. Irregular bid bond - Bid bond date is 30 Aug 07 rather than the bid opening date (7 Sep 07) - Best's Rating: A p (grouped) - Best's outlook: stable - Licensed in Texas - Designated agent is in Houston, TX - Last Best's update - 2005 2. Successfully executed 2004 and 2005 Biosolids Projects					
				1. Irregular bid bond - Bid bond date is 6 Sep 07 rather than the bid opening date (& Sep 07) - Best's Rating: A- - Best's outlook: stable - Licensed in Texas - Designated agent is in Oklahoma City, OK - Last Best's update - 2005 2. Offers extensive experience in sludge handling and land appl. - But proposed using rear discharging spreaders - Proposed using z frac tank for mixing - Proposed handling material relatively dryer rather than wetter					

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and
and **SLUDGE TECHNOLOGIES, INC.** ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

For the 2007 Biosolids Project at the Sherman Wastewater Treatment Plant located in Sherman, Texas.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 3.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment within eighty-seven (87) consecutive calendar days of the Notice to Proceed issued by the City.

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 paragraph 4.01.A below:

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

Three Hundred Seven Thousand Two Hundred Twenty-Six and No Cents (\$307,226.00)

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. CONTRACTOR shall submit Applications for Payment in accordance with Section 2.03 of the General Conditions and/or any other applicable provisions in the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Bid Specifications for the construction of the 2007 Biosolids Project (entire packet);
3. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid and Bidder Information on the Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;

B. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.08 of this Contract.

ARTICLE 8 - NOTICE

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

If intended for CITY to:

Designee: Wayne Kuse
Address: P. O. Box 1106
Sherman, TX 75091

If intended for CONTRACTOR, to:

Designee: Dale Komarek
Address: 8101 W. 33rd St. South
Muskogee, OK 74401
972-237-7906 (Office)
972-670-7574 (Cell) Primary Number

ARTICLE 9 - MISCELLANEOUS

9.01 *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.

9.02 *Successors and Assigns*

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

9.03 *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.

9.04 *Captions*

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

9.05 *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 for personal injury (including death), property damage or other harm, including attorneys fees, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement; 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, and in the event of joint and concurring negligence of the CONTRACTOR and the CITY, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to and without waiving 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.

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

9.06 *Choice of Law: Venue.*

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

9.07 *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.

9.08 *Entire Agreement*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: SLUDGE TECHNOLOGIES, INC.

By: _____
City Manager

By: _____

Attest _____
City Clerk

Attest _____
Notary Public

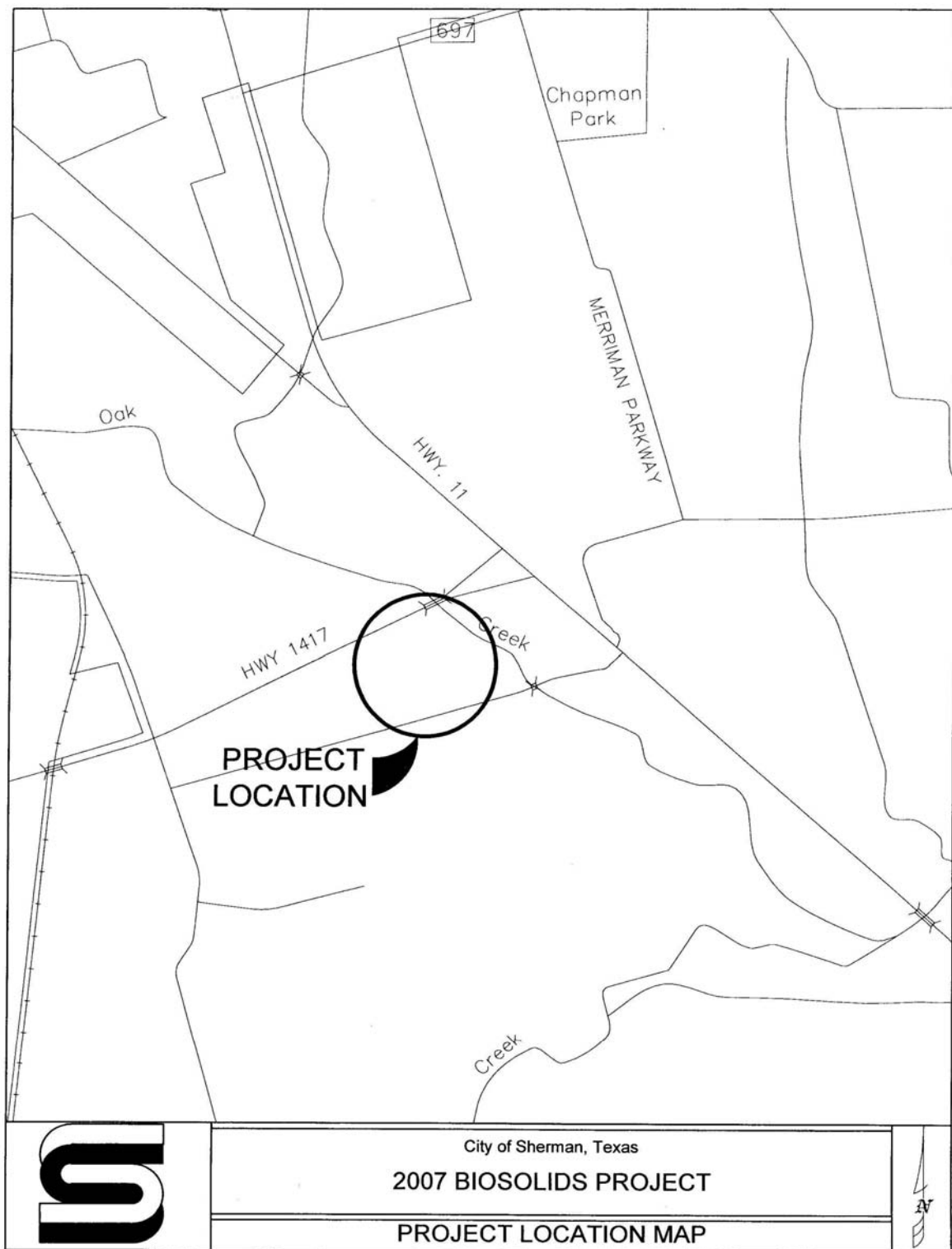
License No. _____
(Where applicable)

Agent for service of process: _____

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

Approved as to form:

Doreen E. McGookey
City Attorney





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. C.15

*** RESOLUTION NO. 5094**

**Authorizing Execution of a Developer's Agreement with Sherman Hills Country Club, Ltd.
for Construction of Public Facilities in the Sunrise Tract, Phase I,
of the Sherman Hills Addition to the City of Sherman**

Issue

To consider executing a Developer's Agreement with Sherman Hills Country Club, Ltd. for the construction of public facilities in the Sunrise Tract (Phase I) in the Sherman Hills Addition to the City of Sherman

Background

Sherman Hills Country Club, Ltd. proposes to construct Sunrise Tract Phase I, which includes the construction of streets, drainage, water main, and sanitary sewer, as a part of Sherman Hills Addition to the City of Sherman.

Origination

Department of Utilities & Engineering

Financial Consideration

None

Staff Recommendation

Staff recommends approval of the Developer's Agreement

Alternatives

As directed by the City Council

Attachments

Resolution No. 5094

Developer's Agreement

Location Map

Prepared by:

Mark Gibson, Director of Utilities & Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH SHERMAN HILLS COUNTRY CLUB, LTD. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE SUNRISE TRACT, PHASE I, OF THE SHERMAN HILLS ADDITION TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Sherman Hills Country Club, Ltd. for the construction of public facilities in the Sherman Hills Addition to the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF GRAYSON §

DEVELOPMENT AGREEMENT BETWEEN

THE CITY OF SHERMAN AND SHERMAN HILLS COUNTRY CLUB, LTD.

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2007 (the "Effective Date"), by and among City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and Sherman Hills Country Club, LTD. ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development, and

WHEREAS, Developer is developing a portion of the City and making improvements to the City,

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described in the final plat submitted to the City by the Developer as Sunrise Tract at Sherman Hills Addition, Phase I, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon;

WHEREAS the Developer desires that the City accepts the streets, utilities, and other improvements as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I;

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services; and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I.

SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a

qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer represents that the final plat and all documents submitted to the City for approval of this Project are accurate. Developer understands that the City will rely on the accuracy of the documents in making its determination as to whether the documents comply with all City ordinances, state, and federal law.

3. **Development Documents:** Upon the execution of this Agreement, the plans, specifications, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the Subdivision are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and its amendments, as applicable to the Subdivision; and all of the work will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The plans, specifications, orders of the City Planning and Zoning Commission, and the City Council, and ordinance referred to in this paragraph (hereinafter the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before March 1, 2008, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph maybe extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13: **Guarantee or Maintenance Bond:**

- a. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
- b. Instead of the Guarantee set for in subparagraph (a) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. WAIVER OF RIGHTS UNDER STATE LAW:

(a) WAIVER OF RIGHTS:

(a) Section 212.904 Of The Texas Local Government Code

(i) Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, I HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE MY RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. I AGREE THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

(ii) BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. Other Provisions:

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

-
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee equal for \$29,939.79.
 - C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this

Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: James M. Shankles, Jr., P.E.

ADDRESS: 220 W. Mulberry Street

Sherman, TX 75090

PHONE: 903-892-7622

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Dan Murray

ADDRESS: 1604 S. Sam Rayburn Fwy. W.
Sherman, TX 75090

PHONE: 903-870-9336

FAX: 903-892-6776

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in duplicate this 13 day of September 2007, with an original to each party.

Developer: Sherman Hills Country Club, Ltd.

BY: Hugh B. Thorson

NAME: Hugh Thorson

TITLE: President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY OF SHERMAN

BY: _____

NAME: George Olson

TITLE: City Manager

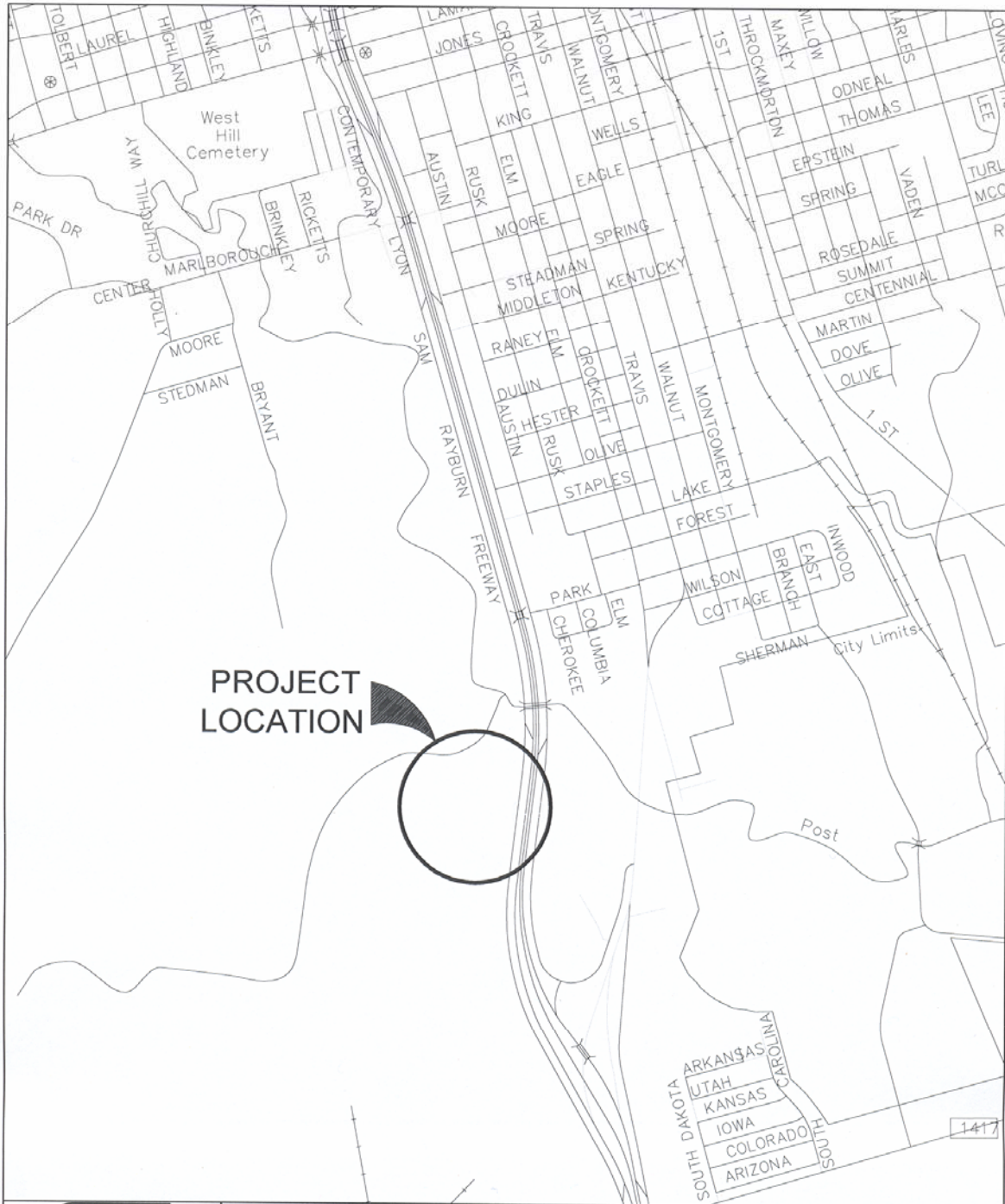
APPROVAL RECOMMENDED:

James M. Shankles, Jr., P.E. City Engineer

Mark Gibson, Director of Engineering & Utilities

APPROVED AS TO FORM:

Doreen E. McGookey, City Attorney:



**PROJECT
LOCATION**



City of Sherman, Texas

SUNRISE TRACT PHASE I

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**

Reconstruction of an Existing Culvert on Lake Street

Issue

To advertise for bids to reconstruct the existing culvert on Lake Street

Background

This culvert conducts water from a tributary of Post Oak Creek. The culvert was damaged during the June 18th flood and is in need of replacement. The replacement of this culvert is necessary to ensure the stability of the road and the proper drainage of Post Oak Creek.

Origination

Department of Public Works

Financial Consideration

Funds are available in the fiscal year 2007-2008 budget to fund this urgent project.

Staff Recommendation

It is recommended that the City Council authorize staff to advertise for public bid the construction of a new culvert on Lake Street.

Alternatives

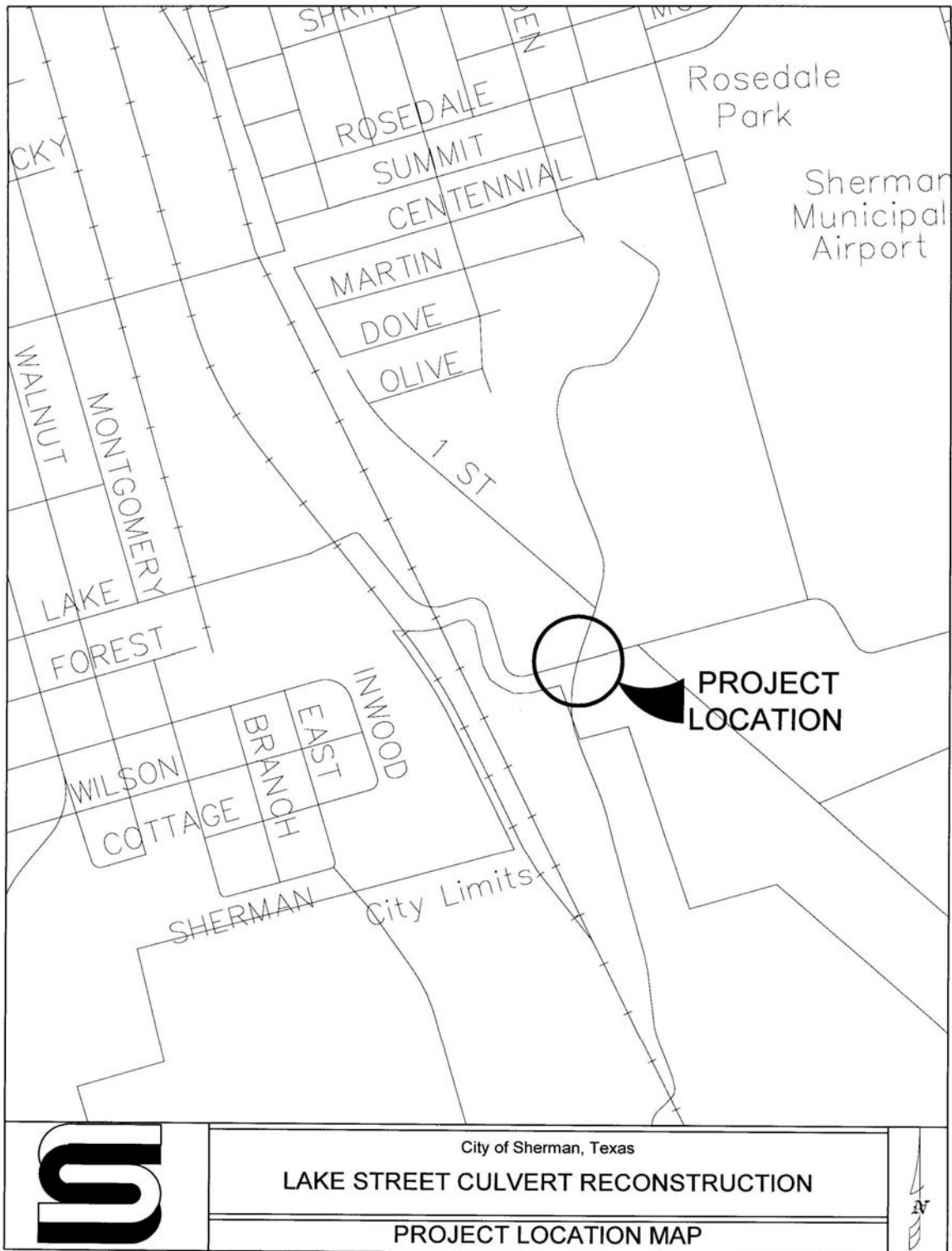
As may be directed by the City Council

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: 9-17-2007

Subject: Agenda Item No. D.2

*** REQUEST TO ADVERTISE**

Wastewater Treatment Plant – Digester Rehabilitation

Issue

To advertise for bids for the rehabilitation of the Wastewater Treatment Plant digester

Background

The existing digester gas lines and compressors have deteriorated, resulting in a potentially hazardous operating condition. Plans and specifications are being finalized.

Origination

Department of Utilities Administration

Financial Consideration

The project is funded at \$1,020,000.00 in the 2007-2008 Capital Improvement Program. The project will be funded through bonds previously issued by the Greater Texoma Utility Authority on behalf of the City of Sherman.

Staff Recommendation

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

Alternatives

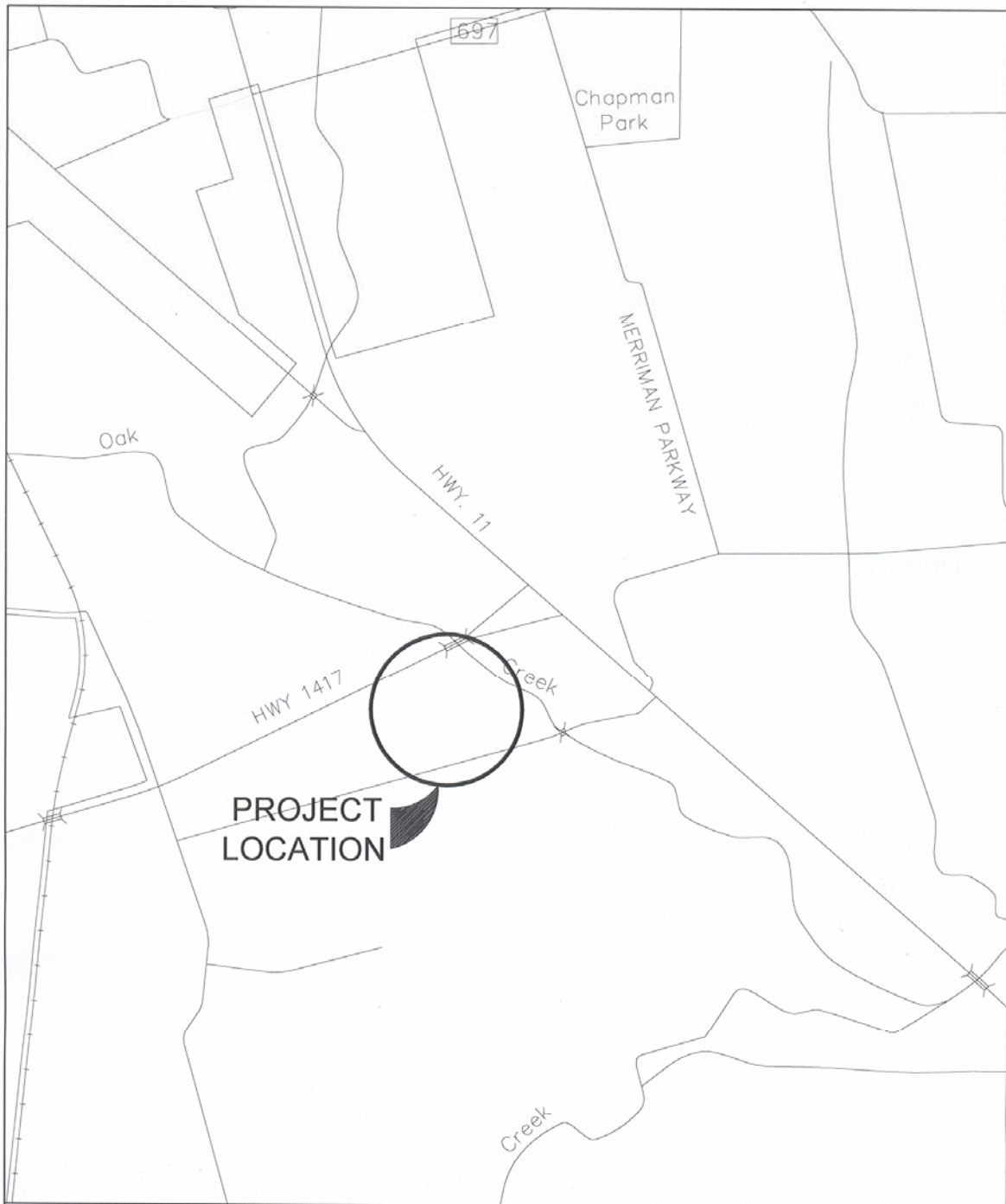
As may be directed by the City Council

Attachments

Location map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager



City of Sherman, Texas
2007 BIOSOLIDS PROJECT
PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.3

*** CHANGE ORDER NO. 1**

Howard Construction, Inc.; Dexter Street Water Main Replacement; \$6,787.50, Increase

Issue

Change Order No. 1 is a final reconciliatory change order to adjust the final contract amount.

Background

Replacement of the Dexter Street water main resulted in \$6,787.50 in additions to the project. The additional costs were related to additional pipe length and additional service connections to the new main. A copy of the change order is attached, with a detailed listing of the changes.

Origination

Department of Utilities Administration

Financial Consideration

The change order results in an increase of \$6,787.50 to the original contract amount of \$134,625.00, yielding a final contract price of \$141,412.50. Excess funds from other project savings are available in the Utility Improvement Fund to coverage this change order.

Staff Recommendation

It is recommended that the City Council approve this proposed change order.

Alternatives

As may be directed by the City Council

Attachments

Proposed Change Order No. 1

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

CHANGE ORDER

No. 1

PROJECT 12" Waterline in Dexter Street

DATE OF ISSUANCE 8/14/07

EFFECTIVE DATE _____

OWNER City of Sherman

OWNER's Contract No. _____

CONTRACTOR Howard Construction, Inc.

ENGINEER Morris Engineers

You are directed to make the following changes in the Contract Documents:

Description: Increase contract price by \$6,787.50 to \$141,412.50

Reason for Change Order: Reconcile contract price to final quantities of work completed

Attachments: Spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 134,625.00	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u> </u> to <u> </u> \$ 0.00	Net change from previous Change Orders No. <u> </u> to <u> </u> Days
Contract Price prior to this Change Order \$ 134,625.00	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ 6,787.50	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 141,412.50	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:
Morris Engineers

By: [Signature]
Engineer (Authorized Signature)

Date: 8/14/07

APPROVED:
City of Sherman

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:
Howard Construction, Inc.

By: [Signature]
Contractor (Authorized Signature)

Date: 8-20-07

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

CITY OF SHERMAN
CONSTRUCTION OF 12" WATERLINE ON DEXTER STREET
HOWARD CONSTRUCTION, INC.

8/8/07

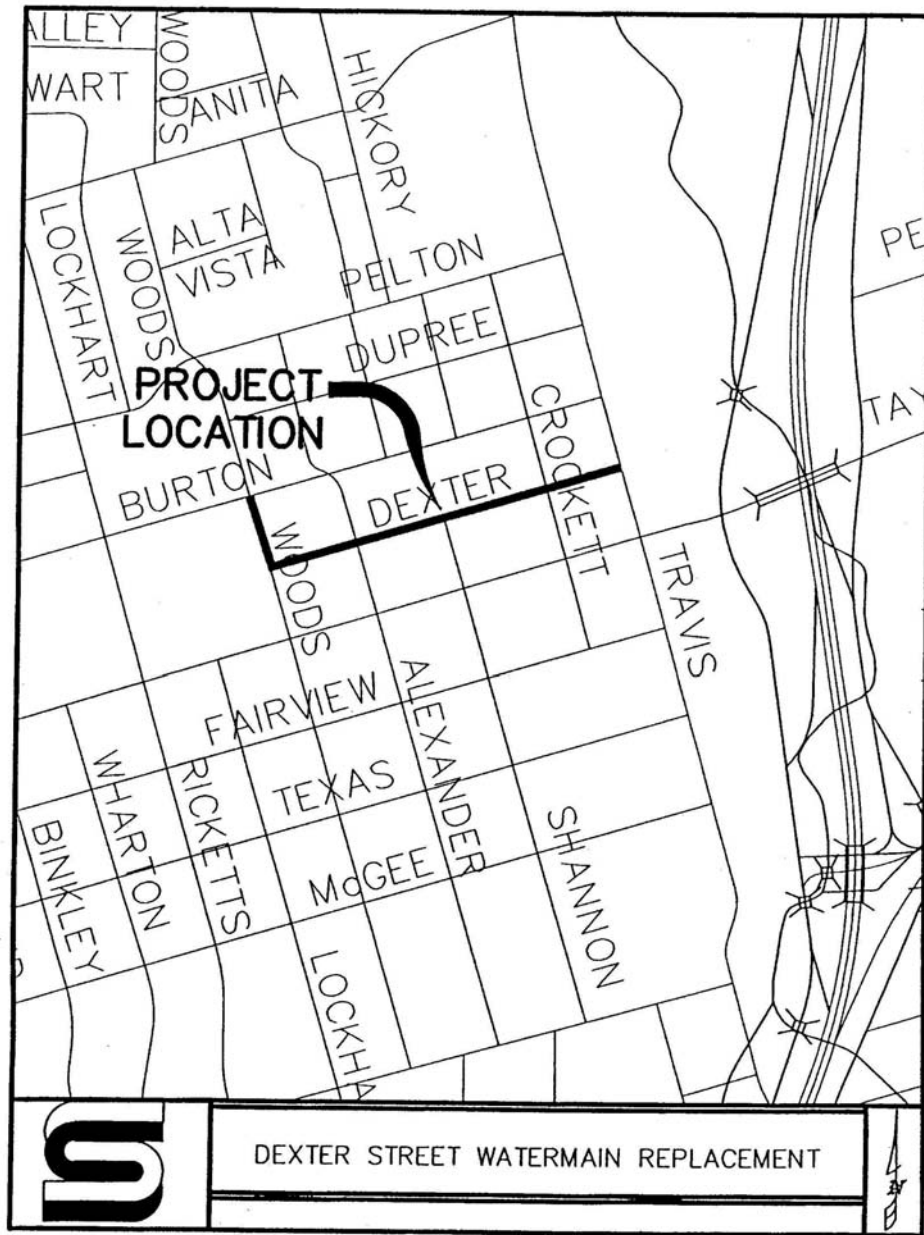
ITEM	DESCRIPTION	ORIG. QTY	UNITS	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	CHANGE ORDER NO. 1			REV'D QTY.	REVISED CONTRACT TOTAL
						ADD	DEDUCT	TOTAL		
1	F&I 12" DIA. PVC WATER PIPELINE	2,065	LF	\$ 32.00	\$ 66,080.00	48		\$ 1,536.00	2,113	\$ 67,616.00
2	F&I 12" DIA. GATE VALVES	5	EA	\$ 1,500.00	\$ 7,500.00				5	\$ 7,500.00
3	F&I 8" DIA. GATE VALVES	2	EA	\$ 850.00	\$ 1,700.00				2	\$ 1,700.00
4	F&I 6" DIA. GATE VALVES	2	EA	\$ 650.00	\$ 1,300.00				2	\$ 1,300.00
5	F&I 4" DIA. GATE VALVES	1	EA	\$ 500.00	\$ 500.00				1	\$ 500.00
6	F&I FIRE HYDRANT ASSEMBLY	5	EA	\$ 2,500.00	\$ 12,500.00				5	\$ 12,500.00
7	F&I CEMENT LINED DUCTILE IRON FITTINGS	1.30	TONS	\$ 3,000.00	\$ 3,900.00	0.22		\$ 660.00	1.52	\$ 4,560.00
8	F&I STREET REPAIR	2,030	LF	\$ 13.50	\$ 27,405.00	69		\$ 931.50	2,099	\$ 28,336.50
9	F&I SERVICE CONNECTIONS									
	A. NORTH SIDE	14	EA	\$ 400.00	\$ 5,600.00	3		\$ 1,200.00	17	\$ 6,800.00
	B. SOUTH SIDE	16	EA	\$ 340.00	\$ 5,440.00	4		\$ 1,360.00	20	\$ 6,800.00
10	TxDOT TRAFFIC CONTROLS FOR TRAVIS ST. ROW	1	JOB	\$ 2,700.00	\$ 2,700.00				1	\$ 2,700.00
CO1	RESET WATER METERS		EA	\$ 100.00		11		\$ 1,100.00	11	\$ 1,100.00
TOTAL					\$ 134,625.00			\$ 6,787.50		\$ 141,412.50

LIST OF DUCTILE IRON FITTINGS AND WEIGHTS

" MJ 90° BEND	2 ea. @	125#	250#
" MJ 45° BEND	4 ea. @	110#	440#
" SOLID SLEEVE	2 ea. @	85#	170#
" MEGA-LUG	16 ea. @	21#	336#
TOTAL WEIGHT			1196#

CREDIT FOR FLOWABLE FILL AT HMA REPAIR

12.50 l.f. in length x 2' wide x 2.33' in depth	=	36.67 cu. yds.
6.67 cu. yd. flowable fill at \$65.00 yd.	=	(\$2,383.55)
6.67 cu. yd. manufactured sand at \$17.50 yd.	=	<u>\$641.73</u>
TOTAL CREDIT		(\$1,741.82)





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.4

OTHER BUSINESS

Receive Presentation from Library Services Administrator Jacqueline Banfield on the Loan Star Libraries Grant Award

Issue

The Texas State Library and Archives Commission's Loan Star Libraries Grant Award to the Sherman Public Library

Background

The Texas State Library and Archives Commission has awarded the Sherman Public Library a Lone Star Libraries Grant in the amount of \$12,217.00 to be expended in the upcoming fiscal year. The Loan Star Libraries Grant Program provides direct grants-in-aid to public libraries that are members of the Texas Library System for the following purpose: to provide an incentive for local communities to extend public library services without charge to those residing outside each library's local legal service area in order to improve library services statewide and improve access to public library resources and services for all Texans.

Origination

George Olson, City Manager

Financial Consideration

Grant award in the amount of \$12,217.00, to be expended in FY 2007-2008. Any funds not spent for the approved project(s) must be returned.

Council Action Requested

The Council need take no formal action on this agenda item.

Attachments

Award Letter

Prepared by:
Jacqueline Banfield, Library Services Administrator

Approved by:
George Olson, City Manager



DATE: August 15, 2007
TO: Sherman Public Library, Sherman
FROM: Wendy Clark *WC*
Manager, Loan Star Libraries Program
RE: Fiscal Year 2008 Loan Star Libraries Grant Award and Additional Instructions
CC: City of Sherman

Congratulations! Your library will receive a Loan Star Libraries grant award in the amount of **\$12,217.00**. Loan Star Libraries (LSL) is the direct state aid grant program for Texas public libraries administered by the Texas State Library and Archives Commission.

Lorenzo de Zavala
State Archives and
Library Building

P.O. Box 12927
Austin, Texas
78711-2927

1201 Brazos St.
Austin, Texas
78701

www.tsl.state.tx.us

Commission Chairman
Sandra J. Pickett

Members
Sharon T. Carr
Diana Rae Hester Cox
Martha Doty Freeman
Cruz G. Hernandez
Sandra G. Holland
Sally Reynolds

Director and Librarian
Peggy D. Rudd

Assistant State Librarian
Edward Seidenberg

*Making
information
work
for all
Texans*

Your library's Federal-State Cooperative System (FSCS) number is **TX0281**. You will use this number to log in when submitting your library's Plan of Action and reporting forms. Keep this number handy; it will be used throughout the grant year.

In order to expedite receipt of your upcoming grant funds, please make certain you have fulfilled all requirements from last year's LSL grant:

- Performance and Financial Status reports for FY07; review the FY07 contract for information on grant reporting and respond immediately to any requests we send
- Unspent funds from FY07; amounts of \$25.00 and over must be returned. Refer to your contract for specific requirements

We must receive all prior reports before we can send your FY08 contract. Be prompt in completing FY07 reporting and ensure that all FY07 funds are encumbered or spent by August 31, 2007.

Now on with the new year! The Plan of Action is your library's grant application and tells us how you would like to spend your FY08 award. It is available on the LSL section of the agency website at <http://www.tsl.state.tx.us/ld/funding/loanstar>. Bookmark this page and use the menu on the left side for information and forms you'll need throughout the coming year. Remove all previously bookmarked LSL pages for forms, etc. so you will have access to the current versions on the website. **The deadline for receipt of the Plan of Action is October 31, 2007.**

We will contact you if we have any questions about your Plan of Action. If you need to change your funding categories after the contract has been issued, you may do so by following the guidelines outlined in your contract.

We'd like to remind you to acknowledge the Texas State Library and Archives Commission when you use your LSL funding to enhance your library's projects. Publicity relating to the grant must include acknowledgement of the Commission whenever possible and practical. Publicity includes, but isn't limited to press releases, media events, public events, displays, announcements on your website, and materials for the grant project. We also request that you provide us with one set of all public relations materials produced under this grant when you submit your final financial status report. Check your contract for other guidelines.

Again, congratulations on your award! We hope this funding will be a benefit to the community you serve. If you have any questions, please contact me.

Phone: 512-463-5475; fax: 512-463-8800
E-mail: wendy.clark@tsl.state.tx.us



Encl: Administrative Rules, Assignment of Costs, Important Dates, TexShare Database Fees

LSL Awards/11Ltr07/07



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.5

OTHER BUSINESS

Receive Quarterly Report from Tourism Director Shawnda Rains

Issue

To receive Tourism Director Shawnda Rains' quarterly report

Background

The brief presentation by Tourism Director Shawnda Rains will provide the City Council with an overview of the Department of Tourism's activities and accomplishments during the last three (3) months. Ms. Rains presented her last quarterly report to the City Council at the June 18, 2007 meeting.

Origination

City Council

Attachments

None

Prepared and Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

Subject: Agenda Item No. D.8

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

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 551.071 Consultation with City Attorney Concerning Legal Matters and Pending Litigation:

- (a) Discuss Proposed Substandard Structure Ordinance
- (b) City of Sherman, Texas v. Creighton Lemoyne Escoe, et al.; Cause No. 03-0617
- (c) Prock v. Woodmont of Sherman GP LLC, et al; Cause No. 2:06-CV-484

Section 551.074 Personnel Matters:
Discuss Performance Evaluations for City Manager and City Attorney

Section 551.087 Deliberations Regarding Economic Development Negotiations:
Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2007

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: 9-17-2007

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: 9-17-2007

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
03/28/07 - 12:00 Noon Called Meeting re: Acting/Permanent City Manager Issues
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results
06/01/07 - Budget Planning Meeting in Council Chambers

06/11/07 - Called Meeting to Attend Commissioner's Court Meeting
06/13/07 - Called Meeting re: Police & Fire Comp. Study
07/02/07 - Cancelled Pre-4th of July Council Meeting
07/09/07 - Called Meeting for Social Event at Lake Texoma
07/12-14/07 - Budget Workshop in Council Chambers
08/27/07 - 12:00 Noon Called Meeting for Appeal of P&Z Decisions
09/03/07 - Labor Day - Called Council Meeting on 09/04/07
09/14/07 - 12:00 Noon Joint Meeting with SEDCO Board
11/06/07 - Sales Tax Election
11/14/07 - 12:00 Noon Called Meeting to Canvass Election Results