

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 2, 2008
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER CHIP ADAMI](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2008](#)

Proclamation

- A.5 [PROCLAMATION](#)
“United States Army Day” – June 14, 2008

Introduction and Public Hearing of Ordinances

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5537](#)
Renewing the Designation of a Reinvestment Zone for the Purpose of Residential Tax Abatement
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5538](#)
Amending Chapter 3 of the Code of Ordinances, entitled “Building Regulations”, at Article 3.02, entitled “Building, Life Safety and Residential Codes”, at Article 3.04, entitled “Gas Code”, at Article 3.05, entitled “Heating and Air-Conditioning Code”, and at Article 3.07, entitled “Plumbing Code”, to Provide for New Building Codes
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5539](#)
Amending Chapter 5 of the Code of Ordinances, entitled “Fire Prevention and Protection”, at Section 5.03.002 to Adopt the 2006 Edition of the International Fire Code and at Section 5.03.003 to Provide for Local Amendments to the Fire Code

Close Public Hearing and Consider Adoption of Ordinances

- B.4 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - a) 5537
 - b) 5538
 - c) 5539

B.5 [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. 5218](#)

Authorizing Participation in the Texoma Regional Public Safety Interoperable Communications Project and Approving the Expenditure of Ten Thousand Forty-Two Dollars and Fifty Cents (\$10,042.50) to the Texoma Council of Governments as the City of Sherman's Required Match for this Grant

C.2 [* RESOLUTION NO. 5219](#)

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 604 North Montgomery Street

C.3 [* RESOLUTION NO. 5220](#)

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 711 East Odneal Street

C.4 [* RESOLUTION NO. 5221](#)

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design, Bidding and Construction Phase for Replacement of Screw Lift Pumps at the Wastewater Treatment Plant

Payment Approval

D.1 [PAYMENT APPROVAL](#)

Street Oversizing Cost for North Creek Drive in the Austin Landing Subdivision; \$22,933.05

Other Business

D.2 [* OTHER BUSINESS](#)

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 2.8 Acres along the Travis Street Right-of-Way South of Austin Landing (F.M. 131) and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.3 [* OTHER BUSINESS](#)

Consider Approval of the Annexation Scheduling Plan for Annexation of Approximately 954.21 Acres along U.S. Highway 75 between Loy Lake Road and the MK&T Railroad South of Highway 691 and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.4 [* OTHER BUSINESS](#)

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 77.82 Acres in the Hilltop Addition and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.5 [* OTHER BUSINESS](#)

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.6 [CITIZEN REQUESTS](#)

D.7 [MEDIA QUESTIONS](#)

D.8 [COUNCIL COMMENTS](#)

D.9 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Chip Adami, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CHIP ADAMI



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2008

STATE OF TEXAS §
 May 19, 2008
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 19, 2008.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

Mayor Magers welcomed new Council Members Robert Softly and Pam Howeth.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of May 5, 2008 and the Called City Council Meeting of May 13, 2008. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Steele. All present voted AYE.
MOTION CARRIED.

PROCLAMATION

VETERANS OF FOREIGN WARS POST 2772 ON THEIR DIAMOND JUBILEE AWARD CELEBRATING 75 YEARS OF SERVICE

Mayor Magers presented a proclamation to VFW District Commander Johnny Buelan and members of the local VFW Post 2772, recognizing VFW Post 2772 on their Diamond Jubilee Award celebrating 75 years of service in Sherman.

Mr. Buelan outlined the history of the VFW organization and honored the City of Sherman for the support they have given to the veterans. He also addressed the Veteran's Health Clinic that recently opened in Sherman. Mr. Buelan presented the Mayor with a Certificate of Appreciation for "furthering the aims and ideals of the Veterans of the Foreign Wars."

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5535 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG BOTH SIDES OF THE U.S. HIGHWAY 75 FRONTAGE ROAD SOUTH OF HERITAGE PARKWAY (F.M. HIGHWAY 1417) WITHIN THE

CALL TO ORDER

APPROVE MINUTES

**VFW POST 2772
75 YEARS OF
SERVICE**

**ORD 5535
NO PARKING SIGNS
HWY 75 FRONTAGE
ROAD**

CITY LIMITS OF THE CITY OF SHERMAN. PROVIDING FOR A PENALTY PROVISION. PROVIDING FOR A REPEALER. PROVIDING FOR SEVERABILITY.

No citizens appeared before the City Council to discuss Ordinance 5535.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5535

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “NO PARKING” SIGNS RESTRICTING PARKING ALONG BOTH SIDES OF THE U.S. HIGHWAY 75 FRONTAGE ROAD SOUTH OF HERITAGE PARKWAY (F.M. HIGHWAY 1417) WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN. PROVIDING FOR A PENALTY PROVISION. PROVIDING FOR A REPEALER. PROVIDING FOR SEVERABILITY.

ORD 5535
NO PARKING SIGNS
HWY 75 FRONTAGE
ROAD

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Ordinance No. 5535, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5209 – AUTHORIZING EXECUTION OF A NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH AUSTIN COLLEGE FOR THE PLANTING OF TREES ON THE PROPERTY BORDERED BY PORTER STREET, RICHARDS STREET, AND WILLOW STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH AUSTIN COLLEGE FOR THE PLANTING OF TREES ON THE PROPERTY BORDERED BY PORTER STREET, RICHARDS STREET, AND WILLOW STREET.

RES 5209
AUSTIN COLLEGE
TREE PLANTING

Mayor Magers explained that the resolution pertains to the City’s ability to allow Austin College to plant trees in the City’s right-of-way.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5209, as presented. Second by Council Member Steele.

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

RESOLUTION NO. 5210 - AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR AND AUTHORIZING THE PAYMENT OF TEN CENTS (\$0.10) PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR. AUTHORIZING THE PAYMENT OF TEN CENTS (\$0.10) PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5210, as presented. Second by Council Member Smith.

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

RES 5210
STERRING COMMITTEE
FOR ONCOR ELECTRIC
DELIVERY

RESOLUTION NO. 5211 - AUTHORIZING EXECUTION OF A COOPERATIVE PURCHASING PROGRAM AGREEMENT WITH THE CITY OF DALLAS FOR THE PURCHASE OF GOODS AND SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A COOPERATIVE PURCHASING PROGRAM AGREEMENT WITH THE CITY OF DALLAS FOR THE PURCHASE OF GOODS AND SERVICES.
CONSENT AGENDA.

RES 5211
COOPERATIVE
PURCHASING
AGREEMENT

RESOLUTION NO. 5212 - AUTHORIZING THE PURCHASE FROM THE CITY OF DALLAS COOPERATIVE PURCHASING PROGRAM (CO-OP) AND THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) OF AN 18-TON BOOM TRUCK FOR THE WATER PRODUCTION DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE FROM THE CITY OF DALLAS COOPERATIVE PURCHASING PROGRAM (CO-OP) AND THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) OF AN 18-TON BOOM TRUCK FOR THE WATER PRODUCTION DEPARTMENT.
CONSENT AGENDA.

RES 5212
PURCHASE OF
BOOM TRUCK

RESOLUTION NO. 5213 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY’S INTENTION TO ENTER INTO AN AGREEMENT WITH CRESCENT CONSTRUCTORS, INC. FOR CONSTRUCTION OF THE SHERMAN WASTEWATER TREATMENT PLANT DIGESTER IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY’S INTENTION TO ENTER INTO AN AGREEMENT WITH CRESCENT CONSTRUCTORS, INC. FOR CONSTRUCTION OF THE SHERMAN WASTEWATER TREATMENT PLANT DIGESTER IMPROVEMENTS.

CONSENT AGENDA.

RES 5213
WWTP DIGESTER
IMPROVEMENTS

RESOLUTION NO. 5214 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PHILPOTT MOTORS LTD FOR DATA COLLECTION EQUIPMENT FOR THE SHERMAN POLICE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PHILPOTT MOTORS LTD FOR DATA COLLECTION EQUIPMENT FOR THE SHERMAN POLICE DEPARTMENT.

CONSENT AGENDA.

RES 5214
DATA COLLECTION
EQUIPMENT

RESOLUTION NO. 5215 – RESCINDING RESOLUTION 4735 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH GLENDA NIX, SHONE D. NIX AND TINA NIX UNDER THE CITY OF SHERMAN’S CENTRAL BUSINESS DISTRICT BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 106 EAST HOUSTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION 4735 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH GLENDA NIX, SHONE D. NIX AND TINA NIX UNDER THE CITY OF SHERMAN’S CENTRAL BUSINESS DISTRICT BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 106 EAST HOUSTON STREET.

CONSENT AGENDA.

RES 5215
RESCINDING
CENTRAL BUSINESS
DISTRICT
IMPROVEMENT
GRANT
AGREEMENT

RESOLUTION NO. 5216 – RESCINDING RESOLUTION 4736 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH SHONE AND GLENDA NIX FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE REMODELING OF A COMMERCIAL BUILDING LOCATED ON EAST HOUSTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION 4736 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH SHONE AND GLENDA NIX FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE REMODELING OF A COMMERCIAL BUILDING LOCATED ON EAST HOUSTON STREET.

CONSENT AGENDA.

RES 5216
RESCINDING
A TAX ABATEMENT
AGREEMENT

RESOLUTION NO. 5217 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR TMRS ACTUARIAL SHARED SERVICES, A NON DISCLOSURE AGREEMENT WITH TEXAS MUNICIPAL RETIREMENT SYSTEM, AND A MASTER AGREEMENT WITH GABRIEL ROEDER SMITH & COMPANY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR TMRS ACTUARIAL SHARED SERVICES, A NON DISCLOSURE AGREEMENT WITH TEXAS MUNICIPAL RETIREMENT SYSTEM AND A MASTER AGREEMENT WITH GABRIEL ROEDER SMITH & COMPANY.
CONSENT AGENDA.

RES 5217
TMRS ACTUARY
SERVICES

**REQUEST TO ADVERTISE
HIGHLAND AVENUE WATER MAIN REPLACEMENT**

The City Council approved the request to advertise for bids to replace the Highland Avenue water main. The existing water mains are deteriorated, resulting in frequent breaks and service interruptions.

REQUEST TO ADV
HIGHLAND WATER
MAIN REPLACEMENT

The project will replace a 6-inch main and a 2-inch main on Highland Avenue, between McGee Street and Taylor Street, with a 6-inch main. The project is included in this year's Capital Improvement Program.

CONSENT AGENDA.

TEXOMA PARKWAY WATER MAIN REPLACEMENT, PHASE III

The City Council approved a request to advertise for bids to replace the Texoma Parkway water main, Phase III. The existing water mains are deteriorated, resulting in frequent breaks and service interruptions.

TEXOMA PKWY
WATER MAIN
REPLACEMENT

The project will replace an existing 12-inch main on Texoma Parkway, between Frisco Road and Fallon Drive, with a new 12-inch main. The project is funded in this year's Capital Improvement Program through the Greater Texoma Utility Authority.

CONSENT AGENDA.

**CHANGE ORDER NO. 1
WATER MAIN RELOCATION AT F.M. 1417 AND S.H. 56;
\$50,000.00, INCREASE**

The City Council approved Change Order No. 1, which is a final reconciliatory change order to adjust final project quantities for the Water Line Relocation at F.M. 1417 and S.H. 56.

CHANGE ORDER
FM 1417 & SH 56
WATER MAIN
RELOCATION

The change order results in an increase of \$50,000 to the original contract amount, yielding a final contract price of \$222,157.45. The construction of a telephone duct bank in the highway right-of-ways prior to the initiation of construction for the project required the deepening and lengthening of three water main crossings.

CONSENT AGENDA.

BELDEN STREET WATER MAIN REPLACEMENT; \$362.92, DECREASE

The City Council approved Change Order No. 1, which is a final reconciliatory change order to adjust final project quantities for the Belden Street Water Main Replacement Project. The change order results in a decrease of \$362.92, yielding a final contract price of \$71,644.77.

CONSENT AGENDA.

**BELDEN STREET
WATER MAIN
REPLACEMENT**

OAK HILL DRIVE WATER MAIN REPLACEMENT; \$7,312.76, INCREASE

The City Council approved Change Order No. 1, which is a final reconciliatory change order to adjust final project quantities for the Oak Hill Drive Water Main Replacement Project. The change order results in an increase of \$7,312.76, yielding a final contract price of \$59,129.46.

CONSENT AGENDA.

**OAK HILL DR.
WATER MAIN
REPLACEMENT**

OTHER BUSINESS

RECEIVE PRESENTATION ON THE FINAL DESIGN FOR THE BROCKETT STREET REBUILD PROJECT

Jeff Miller, Director of Public Works, explained that the Brockett Street Project is more than rebuilding a street. The project will also include landscaping, sidewalks, the creative use of color in the design, the incorporation of Sherman history, and the improvement of utilities.

The City has hired Bucher, Willis, and Ratliff as engineering consultant for the project. Doug Showers, Project Manager, presented the project design.

Mr. Showers said the main parameters for the project were to develop a grand entrance to Austin College, add walkable route features, provide a maintainable streetscape, improve the pavement structure, use the Inter Urban Railway concrete bedding for the center turn lane, improve on-site drainage, and eliminate most electrical overhead wires.

He also outlined the use of color and how the Inter Urban Rails will be incorporated into the turn lanes. Decorative lighting will also be used with brick cross walks. Landscaping will also be incorporated. The street will be asphalt with stamped concrete headers between the asphalt and the Inter Urban Railway concrete bedding.

The project will extend along Brockett Street from Travis Street to Grand Avenue. The project budget is \$1.75 million and will include alternate items.

Mr. Showers said other issues that will need to be addressed include off-site drainage projects to support the on-site drainage collection, a Drainage Master Plan to mitigate future flooding, the reconstruction of the railroad crossing by Burlington Northern Santa Fe Railroad, and additional electrical work to reconnect all residential properties.

**BROCKETT STREET
REBUILD PROJECT**

He expected that the contractor would work on segments of the road to keep the road open, however there are good parallel streets that can provide detour routing. They will also work with the Austin College schedule.

Mr. Showers said the project is expected to be advertised on June 22 and the Council will consider awarding the bid on July 21. Construction should begin in mid August with a seven month construction schedule.

Council Member Adami asked about the estimated life on the street. Mr. Showers said the pavement designs are 20 to 30 year designs. There will be a concrete base under all pavers and they will use long-term, thick asphalt of 12 inches to 13 inches, including the base material. It should have a lifespan of 20 to 25 years.

Council Member Howeth asked how long the residents would be inconvenienced and unable to access their driveway. Mr. Showers said probably a maximum of two or three weeks. The contractor will be required to submit a schedule. Council Member Howeth verified that citizens will be notified in advance when their section of the street is under construction.

Mayor Magers asked if the decorative lighting will be complimentary to the decorative lighting that is being planned for the downtown area. Mr. Miller said the staff is working to ensure consistency.

Mayor Magers asked if the sidewalk issue at the south end of Apple Stadium had been addressed with Austin College. Mr. Miller said it has been addressed.

Council Member Adami verified that the \$1.75 million budget does include \$400,000 from Austin College that is dedicated to the project.

Mayor Magers said this project will help tie the downtown area to Austin College. He said the original study for Brockett Street was completed in 1998.

**RECEIVE PUBLIC WORKS DIRECTOR JEFF MILLER'S
PRESENTATION ON THE CITY OF SHERMAN'S NEW BRUSH
COLLECTION PROGRAM**

**BRUSH COLLECTION
PROGRAM**

Mr. Miller presented the City's new Monthly Brush Collection Program. The City has purchased two new grapple trucks to collect brush.

The trucks were used with this year's Annual Spring Clean-Up and, for the first time, allowed the project to be completed without any assistance from other City departments or staff. The staff is now ready to introduce a monthly brush collection program to all residential homes, beginning July 1, 2008. Citizens should make sure that brush is cut into six foot lengths and placed in the same direction.

The brush dump site is located on Ida Road, behind the Animal Shelter. The City does not landfill any brush. Two or three times annually the brush is ground and sent to Valiant, Oklahoma, as boiler fuel for a paper mill. By recycling the brush, the City saves \$80,000 annually in landfill and transportation costs. The cost to grind and recycle the wood is approximately \$30,000 annually, a net savings of \$50,000.

Deputy Mayor Wacker added that with the monthly brush pick-up, brush won't be stuffed in garbage cans and additional landfill costs will be avoided.

Council Member Softly asked if the City received any compensation for the boiler fuel. Mr. Miller said there is no compensation for the fuel, but the savings come from \$50,000 less in landfill costs and not utilizing space in the Texoma Area Solid Waste Landfill.

Mr. Miller outlined other rules that will be incorporated into the program. No trash will be collected and the brush pick-up can collect 10 cubic yards (6 foot long by 9 foot wide by 5 foot high) no larger than one foot in diameter, each month. The City will be divided into the same four quadrants as for Spring Clean-Up. Brush will not be collected in December.

Council Member Smith verified that the service is only available for residential customers, not commercial customers. Mr. Miller said the City could not service all residential and commercial customers on a weekly basis with the current equipment and manpower.

RECEIVE ASSISTANT CITY MANAGER/CFO ROBBY HEFTON'S PRESENTATION ON MUNICIPAL COURT OPERATIONS

Robby Hefton, Assistant City Manager/CFO, presented a staff initiative concerning the City's Municipal Court Operations. Currently the Municipal Court operations are located at the Police Department under the direction of Police Chief Tom Watt. The operation consists of judicial and administrative duties.

MUNICIPAL COURT OPERATIONS

Mr. Hefton said many of the administrative duties are heavily finance related, generating approximately \$600,000 to \$700,000 annually in court fines, and would be better managed from a financial aspect. Mr. Hefton said Chief Watt and his staff have greatly improved the operations of the Court, especially the administrative aspect, however they have been discussing the appropriate place for the management of the Courts. During the Audit Committee this year, it was also determined that most Cities do not have their Court system managed through the Police Department. Mr. Hefton added that additional space is also needed at the Police Department and the City could receive a multiple benefit from the reorganization.

Mr. Hefton said the staff has talked with Michael Cook, owner of a building located to the southeast of the present City

Hall. He would be interested in selling or leasing the building to the City. This facility would reduce the current space used by the Courts, however there would be enough room for up to seven employees in the Court and Code Enforcement Departments. An appraisal is currently being completed on the property.

The proposal is to move three current personnel to the Cook building; re-assign the responsibility of the Court to Finance, with Legal Department indirect oversight, as a separate department; consider the addition of a bailiff in the FY 2009 Budget; and move two Code Compliance Officers to the Cook building.

Mr. Hefton felt this would be a more efficient use of space and should enhance collections. The purchase of the building would also enhance the municipal campus for future expansion of City Hall. Additional space in the Police Department would be available, increasing the lifespan by 10 years.

Mr. Hefton added that with the improvement in reporting, the staff should have a better opportunity to know the value of the outstanding warrants, which in turn could be managed and better pursued.

Mayor Magers asked what the current collection rate is on fines. Mr. Hefton said the outstanding receivables can't be calculated now and the recommended improvements will allow that information to be obtained. The current receivable list only includes fines that are believed to be collectable. Court system software has been purchased recently.

Mayor Magers asked why the staff did not consider using the Council Chambers for Municipal Court proceedings. Chief Watt explained that this would only allow for court proceedings and not accommodate the administrative staff needed to collect fines.

Mayor Magers asked if a cost benefit analysis would be provided. Mr. Hefton said it would.

Council Member Howeth asked when a fine is considered not collectable. Mr. Hefton said it depends on the length the City is willing to go to collect. The Council will need to decide on the appropriate actions to collect these fines and which actions are too aggressive. Mr. Hefton said the staff is meeting with a collection firm discussing receivables over two years old for many of the City services.

Mayor Magers felt the City should be aggressive in having fines paid because that costs the taxpayer additional money if they aren't paid. Doreen McGookey, City Attorney, said the steps are being taken to receive money for the fines and warrants are being issued.

**TABLED AT THE MAY 13, 2008 CALLED COUNCIL MEETING
APPROVE BUDGET CALENDAR**

BUDGET CALENDAR

**TABLED AT THE MAY 13, 2008 CALLED COUNCIL MEETING
SET BUDGET PLANNING MEETING FOR 12:00 NOON ON
TUESDAY, JUNE 10, 2008**

**SET BUDGET
PLANNING MEETING**

ACTION TAKEN.

Motion by Council Member Adami to remove approval of the Budget Calendar and consideration to set a Budget Planning Meeting for June 10, 2008 from table for discussion. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED TO REMOVE BOTH ITEMS FROM TABLE.

Council Member Smith would not be able to attend the June 10, 2008 Budget Planning Meeting. Council Member Adami verified that the Budget Work Shop is being set for July 17 and July 18, 2008. George Olson, City Manager, asked Council Members to provide their initiatives prior to the end of May, for the upcoming budget.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve the Budget Calendar, as presented, and to set a Budget Planning Meeting for June 10, 2008 at 12 noon. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

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

COUNCIL AUDIT COMMITTEE (3)

Council Members discussed appointments to the Council Audit Committee.

**COUNCIL AUDIT
COMMITTEE**

INVESTMENT COMMITTEE (2)

Council Members discussed appointments to the Investment Committee.

**INVESTMENT
COMMITTEE**

TAX REINVESTMENT COMMITTEE (2)

Council Members discussed appointments to the Tax Reinvestment Committee.

**TAX REINVESTMENT
COMMITTEE**

TAX INCREMENT FINANCING BOARD #1 (3)

Council Members discussed appointments to the Tax Increment Financing Board #1.

**TAX INCREMENT
FINANCING BOARD
#1**

TAX INCREMENT FINANCING BOARD #2 (3)

Council Members discussed appointments to the Tax Increment Financing Board #2.

**TAX INCREMENT
FINANCING BOARD
#2**

TAX INCREMENT FINANCING BOARD #3 (3)

Council Members discussed appointments to the Tax Increment Financing Board #3.

**TAX INCREMENT
FINANCING BOARD
#3**

ACTION TAKEN.

Motion by Council Member Smith to reappoint Cary Wacker, Chip Adami, and Joe Smith to the Council Audit Committee for a term from May 20, 2008 to June 2009; to reappoint Willie Steele and to appoint Robert Softly to the Investment Committee for a term from May 20, 2008 to May 2009; to reappoint Chip Adami and appoint Joe Smith to the Tax Reinvestment Committee for a term from May 20, 2008 to May 2009; and to reappoint Bill Magers, Willie Steele, and Chip Adami to the Tax Increment Financing Boards #1, #2, and #3, for a term from May 20, 2008 to May 2009. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

NEW COUNCIL MEMBER

Council Member Howeth said she had eight students at the meeting that were trying to get enough extra credit to be exempt from finals.

**NEW COUNCIL
MEMBER**

She added that she appreciated the opportunity to serve and looked forward to working with the Council Members.

NEW COUNCIL MEMBER

Council Member Softly said he appreciated being at the Council Meeting for the first time.

**NEW COUNCIL
MEMBER**

NEW COUNCIL MEMBERS

Deputy Mayor Wacker said the Council is glad Council Members Softly and Howeth are willing to serve.

**NEW COUNCIL
MEMBERS**

Council Member Adami added that he looks forward to another good year.

COMPREHENSIVE PLAN COMMUNITY FORUM

Mayor Magers announced that the City will be holding a Comprehensive Plan Community Forum for Sherman citizens to help determine how Sherman will grow. Discussions will be held on quality of life and visions for growth.

**COMPREHENSIVE
PLAN COMMUNITY
FORUM**

Two meetings will be held, one on May 22, 2008, from 6 p.m. to 8 p.m. at the Sherman High School Little Theater and one on May 29, 2008, from 6 p.m. to 8 p.m. at the Municipal Ballroom. The meetings are open to the public and citizens are encouraged to attend and voice their opinions.

RELAY FOR LIFE

Mayor Magers recently attended the Relay for Life, a cancer fundraiser, which was held in Denison. Over 1,000 people attended and Mayor Magers said it was an awesome example of community cooperation. They exceeded their goal of raising money for cancer research. He praised the cooperation between Sherman, Denison, and the surrounding communities.

RELAY FOR LIFE

CONGRATULATIONS TO DENISON

Mayor Magers also congratulated Denison and ACS, a long time Sherman company that recently relocated to Denison. The company needed to grow and Denison had an appropriate building. The competition was Southern Oklahoma.

CONGRATULATIONS TO DENISON

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

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

EXECUTIVE SESSION

SECTION 551.074 --

PERSONNEL MATTERS:
CONSIDER THE QUALIFICATIONS,
APPOINTMENT OR REMOVAL OF
MEMBERS TO BOARDS AND
COMMISSIONS:
PLANNING AND ZONING
COMMISSION (2)
TEXOMA COUNCIL OF
GOVERNMENTS GOVERNING
BODY (1)
SHERMAN HOUSING AUTHORITY
(3)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:01 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:10 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

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

PLANNING AND ZONING COMMISSION (2)

ACTION TAKEN.

Motion by Council Member Smith to appoint Darren Tankersley to the Planning and Zoning Commission for a term from June 10, 2008 to June 10, 2011. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Softly to reappoint Jim Jacobs to the Planning and Zoning Commission for a term from June 1, 2008 to June 1, 2011. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

TEXOMA COUNCIL OF GOVERNMENTS GOVERNING BODY (1)

ACTION TAKEN.

Motion by Council Member Adami to reappoint Mayor Bill Magers to the Texoma Council of Governments Governing Body for a term from June 2008 to June 2011. Second by Deputy Mayor Wacker.

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

VOTING NAY: Smith.

MOTION CARRIED.

SHERMAN HOUSING AUTHORITY (3)

ACTION TAKEN.

Motion by Council Member Adami to reappoint Philip Mischkot, Janet Roy, and Harry Staff to the Sherman Housing Authority for a term from June 1, 2008 to June 1, 2010. Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:13 p.m.

**PLANNING &
ZONING COMMISSION**

**TEXOMA COUNCIL
OF GOVERNMENTS**

**SHERMAN
HOUSING
AUTHORITY**

ADJOURNMENT

MAYOR

CITY CLERK

City of Sherman

Brockett Streetscape Improvements

May 19, 2008





Basic Design Parameters

1. *Develop a “Grand Entrance Look” for Brockett as a Gateway to Austin College*
2. *Add Walk-able Route Features*
3. *Provide a ‘Maintainable’ Streetscape*
4. *Improve the Pavement Structure*
5. *Utilize the “Inter Urban Railway” concrete bedding for the center turn lane*
6. *Improve On-site Drainage to minimize Storm Event flooding*
7. *Eliminate (most) Electrical Overhead Wires*





Existing Travis / Brockett Entrance





Proposed Travis / Brockett Entrance





Engineering Design Features

1. *4 or 5-foot Sidewalks (each side)*
2. *ADA Compliant Crosswalks and Curb Ramps*
3. *Engineered Asphalt Pavement Section for Drive Lanes*
4. *Use of Original "Inter-Urban" Concrete Rail Bedding as Middle Turn Lane*
5. *Sub-surface Drainage System*
6. *Decorative Street Lighting*
7. *Overhead Electrical committed to south side of roadway (no random cross-street wires)*





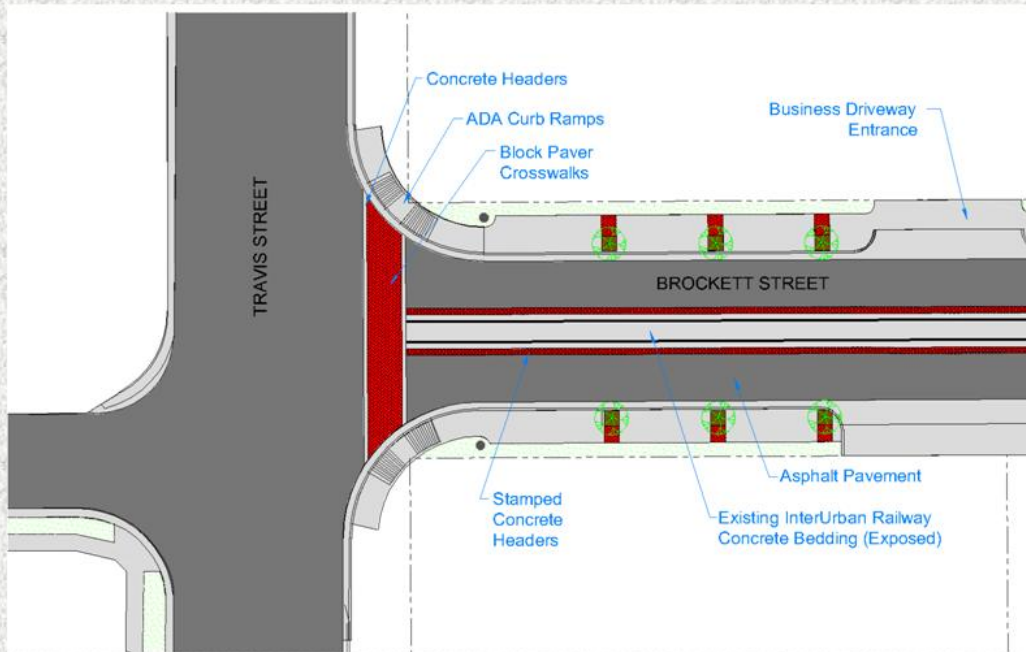
Landscape Features

1. *Ornamental Flowering Trees*
2. *Low maintenance Shrubs and Bushes*
3. *Tree grates with walk-able Sidewalk surface*
4. *Irrigation System(s)*
5. *Benches and Trash Receptacles*
6. *Meandering Sidewalks*
7. *Conversation Areas*
8. *Decorative Street Lighting (non-invasive)*



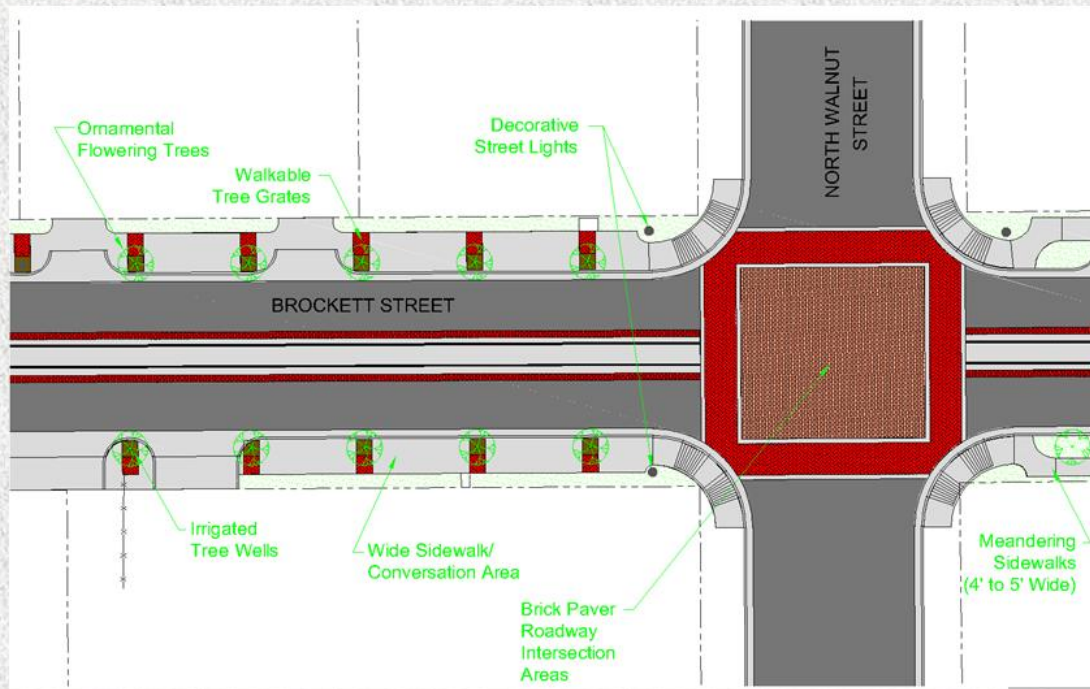


Brockett – Travis east



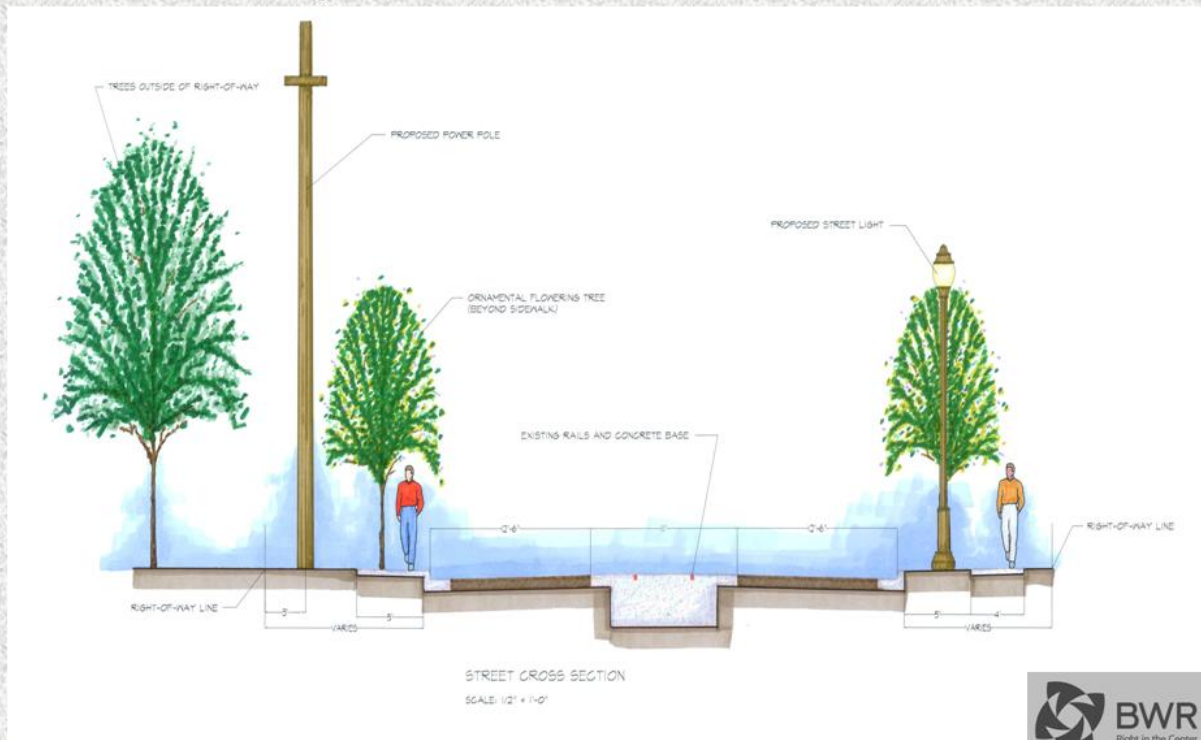


Brockett – North Walnut west





Proposed Cross-section





Ornamental Flowering Trees



**FOSTER HOLLY (GROWING IN CONTAINER
BROCKETT STREET TREES WILL BE TREE FORM)**

**FOSTER HOLLY (MULTI-TRUNK, BROCKETT
STREET TREES WILL BE SINGLE TRUNK)**





Ornamental Flowering Trees



**NATCHEZ
CREPEMYRTLE**





Using the Inter Urban Rail

1. *Proposal to use the in-place Inter Urban steel rail on it's concrete bedding*
2. *Rails cannot be salvaged at intersections*
3. *Where no rail exists, the "look" will continue*
4. *Drive lanes will be black asphalt surface*
5. *Concrete headers will be added for lateral support of asphalt pavement*



Existing Rail Exposed





Project Budget

1. *Committed to bring bid project within budget of approximately \$1.75 Million*
2. *Add / alternate items will be included*
3. *Construction materials costs are inflating*
4. *Contractors are 'hungry' due to TxDOT slowdown*
5. *Issues with multiple franchise utility 'conflicts' are being solved*





Corollary Issues

1. *Off-site drainage projects on Montgomery, Branch and Broughton are required to support on-site drainage collection*
2. *Recommend a Drainage Master Plan to mitigate future flooding*
3. *RR crossing will be completely reconstructed by BNSF*
4. *Additional electrical work will be required to reconnect all residential properties*





Construction Sequencing

1. *Expectation that the contractor will work on part of the project rather than the whole*
2. *Parallel streets can provide detour routing*
3. *Access to private property will be maintained (possibly, no driveway access during scheduled construction periods)*
4. *Austin College work will be coordinated with the academic schedule*



Project Schedule

1. *Design is 80% +*
2. *Utility re-locations are potentially extensive to accommodate the drainage system*
3. *Expectation to proceed to bidding advertisement on June 22nd ; Council Award on July 21st*
4. *Construction should start mid August*
5. *Propose a 7 month construction schedule*





CITY OF SHERMAN

BRUSH PROGRAM

COMING JULY 2008



*City of Sherman Residents, the City is adding a new service to your trash collection. Starting in July, **brush** will be **collected one time a month** from each household. The brush program schedule for collection will be broken down into sections (same as Spring Clean-Up) and brush will be collected from a section beginning on Mondays. For example, the Southeast side of town, brush will be collected beginning on the first Monday of every month.*

As with anything there are a few **RULES:**

July 2008

1. Brush must be at the curb by **7am of your Monday collection day.**
2. **ONLY brush can be in the brush pile**—no root balls, lumber, construction material, or other waste. It will not be collected.
3. Loose, **neatly stacked brush** only; no need to bundle. **No bags.**
4. Each household is **limited to 10 cubic yards** per pick-up.
5. Place brush **at the curb free from obstructions**—do not place brush under a tree, under overhead wires or guide wires, or behind a pole. If brush is blocked by a vehicle, boat, trailer etc...it will not be picked up. Also, you cannot place brush in a street, alley, or other public way. If you have ?'s or concerns about a suitable location to place brush please call 903.892.7261.
6. **Only one trip down each street**—if you miss your collection day you will have to remove the material from the curb and re-set it out the next month OR call for a special collection. (fees apply for special collections).
7. **No brush collection from alleyways**—even if your trash is collected in the alley brush will not be collected from the alley. Neatly stack all brush for collection at the curb in front of your house.
8. Small twigs, vines, thorny plants, or tall weeds need to be placed in your trash can.
9. Brush cannot be over **6 feet in length** or larger than **1 foot in diameter**. For safety reasons, brush must be **stacked neatly at the curb** with the cut ends facing the street.
10. Family or friends should not add to your brush pile; this program is for Sherman Residents only. Additionally, if you hire a contractor to trim trees or remove a dead tree, the **contractor must take all the trimmings** with them.
11. No Brush Collection during the month of December.

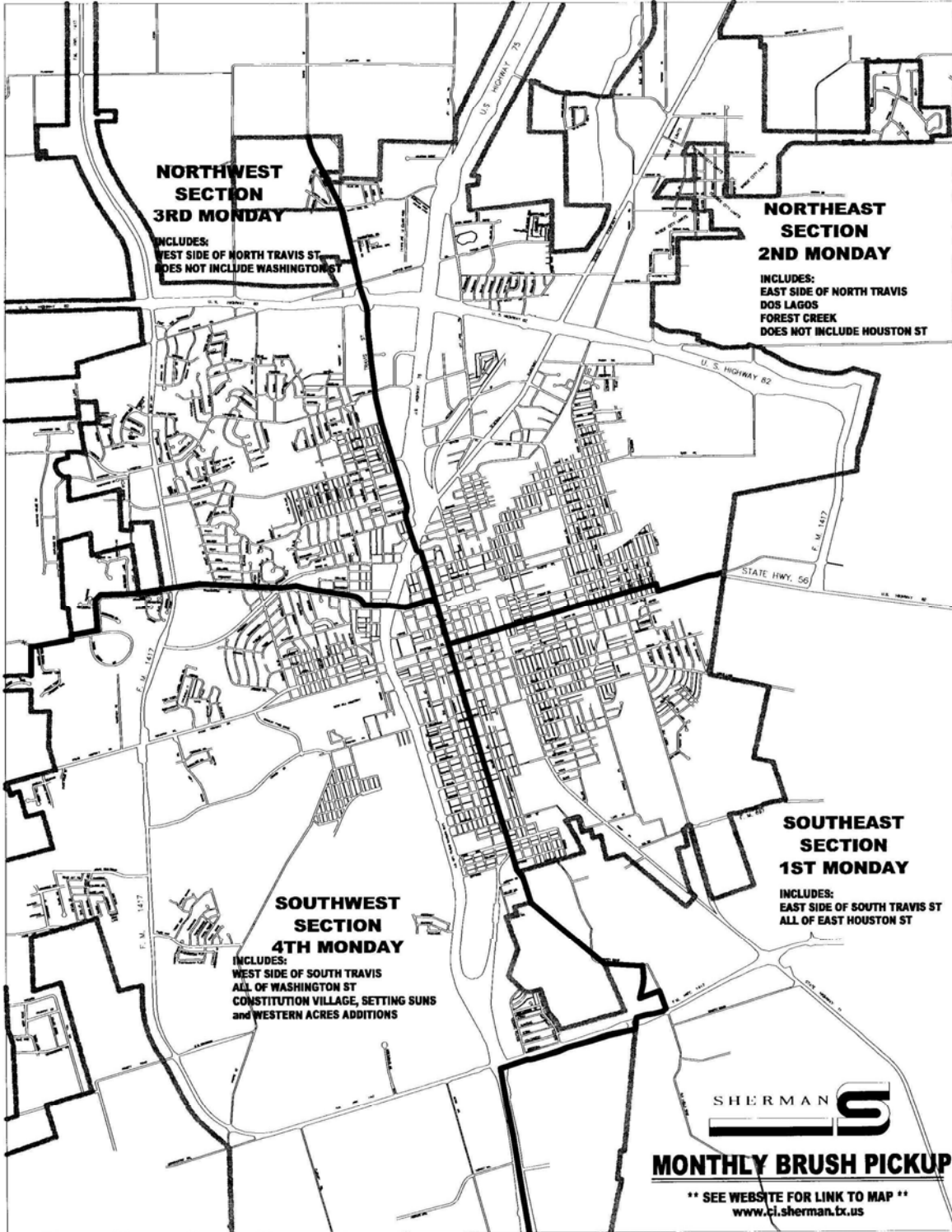
July 2008						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Southeast—**1st Monday** of every month
Northeast—**2nd Monday** of every month

Northwest—**3rd Monday** of every month
Southwest—**4th Monday** of every month

? 's call 903-892-7261





CITY OF SHERMAN















BRUSH PROGRAM RULES

- *At the curb Monday at 7 am*
- *ONLY brush*
- *Neatly stacked*
- *Up to 10 cubic yards*
- *Free of obstructions*
- *Only one trip down each street*
- *No alley collection*
- *No small twigs, vines, weeds*
- *Six foot long x 1 foot diameter*
- *For Sherman residents only*
- *No brush collection in December*

Municipal Courts Presentation- May 2008





Summary of Current Operations

- ❑ **Housed at Police Department**
 - 4 employees
 - 1,500 sq feet
 - ❑ ~ 900 sq feet for courtroom/waiting area
 - ❑ ~ 600 sq feet for administrative offices, customer service
- ❑ **Two operational areas**
 - Judicial
 - ❑ Municipal Court – 2X weekly
 - ❑ Contract municipal judge; City Attorney is prosecutor
 - Administrative
 - ❑ Issues warrants
 - ❑ Billing, cash receipts
 - ❑ Maintenance of outstanding warrants (accounts receivable)
- ❑ **Annual revenues - \$600k - \$700k**



Current Issues

- ❑ **Strengthening needed in financial controls, accounting and reporting functions**
 - Outstanding warrants reporting and balancing
 - Daily cash balancing and reporting
 - Comments by auditor in FY2007 audit committee meeting

- ❑ **Organizationally, courts not a fit with PD**
 - Advice by auditor that courts not typically under PD
 - Quick survey of 7 cities – 6 of 7 had it under Finance/Admin Services; other city had it as separate dept
 - Operations heavily related to finance-type activities

- ❑ **Additional space needed at PD building**



Proposed Changes

☐ Facilities

- ☐ Pursue negotiations on Michael Cook building & vacant lot (long-term lease also available)
 - ☐ Court & Admin space reduced
 - ☐ Room for up to 7 employees (Court + Code Enforcement)
- ☐ In process of obtaining appraisal on property (due back by end of May)

☐ Personnel

- ☐ Move 3 current personnel to Cook bldg
- ☐ Re-assign courts responsibility to Finance (with Legal department indirect oversight) as a separate dept
- ☐ Consider bailiff addition in FY2009 budget
- ☐ Move code compliance officers (2) to Cook bldg



Benefits of proposed changes

- ❑ **Increased Efficiency and Effectiveness**
 - ❑ **Provide appropriate Financial Dept supervision for a heavily finance-related operation**
 - ❑ **Merge collection of court fines & code enforcement fines to central location**
 - ❑ **Reduce amount of space used in courts operations**
 - ❑ **Free up space in Code Enforcement**
 - ❑ **Improvement in collections by 10% would be \$60k - \$70k**
 - ❑ **Initially, reduce Courts staffing by one person**

- ❑ **Strategic Long-Term Planning**
 - ❑ **Acquire property for future City administrative campus expansion**
 - ❑ **Free up space at PD for expansion – extend useful life of PD building by ~ 10 years (1,500 sq feet)**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. A.5

PROCLAMATION

“United States Army Day” – June 14, 2008

Issue

To proclaim June 14, 2008 as “United States Army Day” in the City of Sherman

Background

The Department of the Army has requested that the City of Sherman proclaim “United States Army Day” to remember the Army’s proud history of duty, honor and country.

Origination

The request originated with the Department of the Army.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the staff’s recommendation that the City Council present a proclamation designating June 14, 2008 as “United States Army Day” in the City of Sherman.

Alternatives

The Council could decide not to present the proclamation.

Attachments

A proclamation designating June 14, 2008 as “United States Army Day” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, the United States Army was established by the First Continental Congress on the 14th of June, 1775, and

WHEREAS, the United States Army exists as the strength of our nation to defend the freedom of our citizens and our nation's security interests, and

WHEREAS, many present and former citizens of Sherman have served our nation and sacrificed in defense of our freedoms, as Soldiers in the United States Army, and

WHEREAS, it is proper to recognize the United States Army annually on its birthday, and to thank those who have served and those who are presently serving.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim June 14, 2008

UNITED STATES ARMY DAY

in the City of Sherman and encourage all citizens to join with me in this salute as we express our gratitude to those who have served and those who are now serving to protect our nation and freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 2nd day of June 2008.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5537

Renewing the Designation of a Reinvestment Zone for the Purpose of Residential Tax Abatement

Issue

To renew the Reinvestment Zone created for the City of Sherman's Residential Tax Abatement Program

Background

The City currently maintains a Residential Tax Abatement Program to promote reinvestment in economically declining sections of the City. To qualify for the Program, a property is required to have residential zoning. Every five years, the City is required to renew the Abatement Program's Reinvestment Zone. This Zone designates the geographic boundaries of properties eligible for benefit under the Program. The Zone was last renewed by Ordinance No. 5136, adopted at the June 16, 2003 meeting.

Origination

Mayor and City Council

Financial Consideration

There is no direct cost to renewing the Reinvestment Zone for Sherman's Residential Tax Abatement Program.

Staff Recommendation

The staff recommends approval of this ordinance.

Alternatives

If the Council desires to continue the Residential Tax Abatement Program, the Zone must be renewed.

Attachments

Ordinance No. 5537

Map of Current Zone

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING THE DESIGNATION OF A REINVESTMENT ZONE FOR THE PURPOSE OF RESIDENTIAL TAX ABATEMENT; 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 heretofore established Guidelines and Criteria and a Reinvestment Zone for the Residential Tax Abatement Program, pursuant to the provisions of Chapter 312, Tax Code, Vernon's Texas Codes Annotated; and

WHEREAS, the Reinvestment Zone created for residential tax abatement expires five years after the date of designation and may be renewed for periods not to exceed five years; and

WHEREAS, said Reinvestment Zone was last renewed by Ordinance No. 5136 at the City Council's June 16, 2003 meeting;

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

SECTION 1. That the hereinafter described real property is hereby established as a Reinvestment Zone of the City for the purposes of and pursuant to Chapter 312, Tax Code, Vernon's Texas Codes Annotated. Such Reinvestment Zone is hereby described as follows:

That tract of land situated in the City of Sherman, Grayson County, Texas, being described as follows, to-wit:

BEGINNING at a point in the centerline of the intersection of U.S. Hwy. 82 and Hwy. 91; **THENCE** east along U.S. Hwy. 82 to its intersection with Skagg Road;

THENCE south along Skagg Road to Tuck Street; **THENCE** west along Tuck Street to Ellington Avenue; **THENCE** in a southerly direction from Ellington Avenue to Elliot Avenue; **THENCE** south along Elliot Avenue to Mulberry Street; **THENCE** west on Mulberry Street to Colbert Avenue; **THENCE** south along Colbert Avenue to Lamar Street; **THENCE** west on Lamar Street to Wanda Street; **THENCE** south and east along Wanda Street, Hillbrook Street and Patricia Drive to its intersection with Wells Avenue; **THENCE** west along Wells Avenue to Loving Avenue; **THENCE** south along Loving Avenue to the north point of McCall Drive; **THENCE** west on McCall Drive to Gribble Street; **THENCE** south along Gribble Street to Rosedale Street;

THENCE west along Rosedale Street to First Street; **THENCE** south and east along First Street to Lake Avenue; **THENCE** west in a straight line to the city Limits Line; **THENCE** along the City Limits Line to Sherman Street; **THENCE** west along Sherman Street and Mercer Drive to Crockett Street; **THENCE** north

along Crockett Street to Wilson Avenue; **THENCE** west along Wilson Street to U.S. Hwy 75;

THENCE north along U.S. Hwy 75 to the south ROW of Center Street; **THENCE** west along the south ROW of Center Street to the east ROW of Bryant Avenue; **THENCE** south along the east ROW of Bryant Avenue to Steadman Street; **THENCE** west along Steadman Street to Moore Street; **THENCE** northeast along Moore Street to Holly Avenue; **THENCE** north along Holly Avenue to the north ROW line of Center Street; **THENCE** east along the north ROW of Center Street to Binkley Street; **THENCE** north along Binkley Street to King Street; **THENCE** east along King Street to Woods Street; **THENCE** north along Woods Street to Lamar Street; **THENCE** west along Lamar Street to Tolbert Avenue; **THENCE** north along Tolbert Avenue to Pecan Street; **THENCE** east along Pecan Street to Ricketts Street; **THENCE** north along Ricketts to Freeman Street; **THENCE** east along Freeman Street and Washington Street to U.S. Hwy 75; **THENCE** north and east along U.S. Hwy 75 and Hwy 91 to the **POINT OF BEGINNING**.

Unless otherwise indicated, all lines are along the centerline of referenced streets.

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

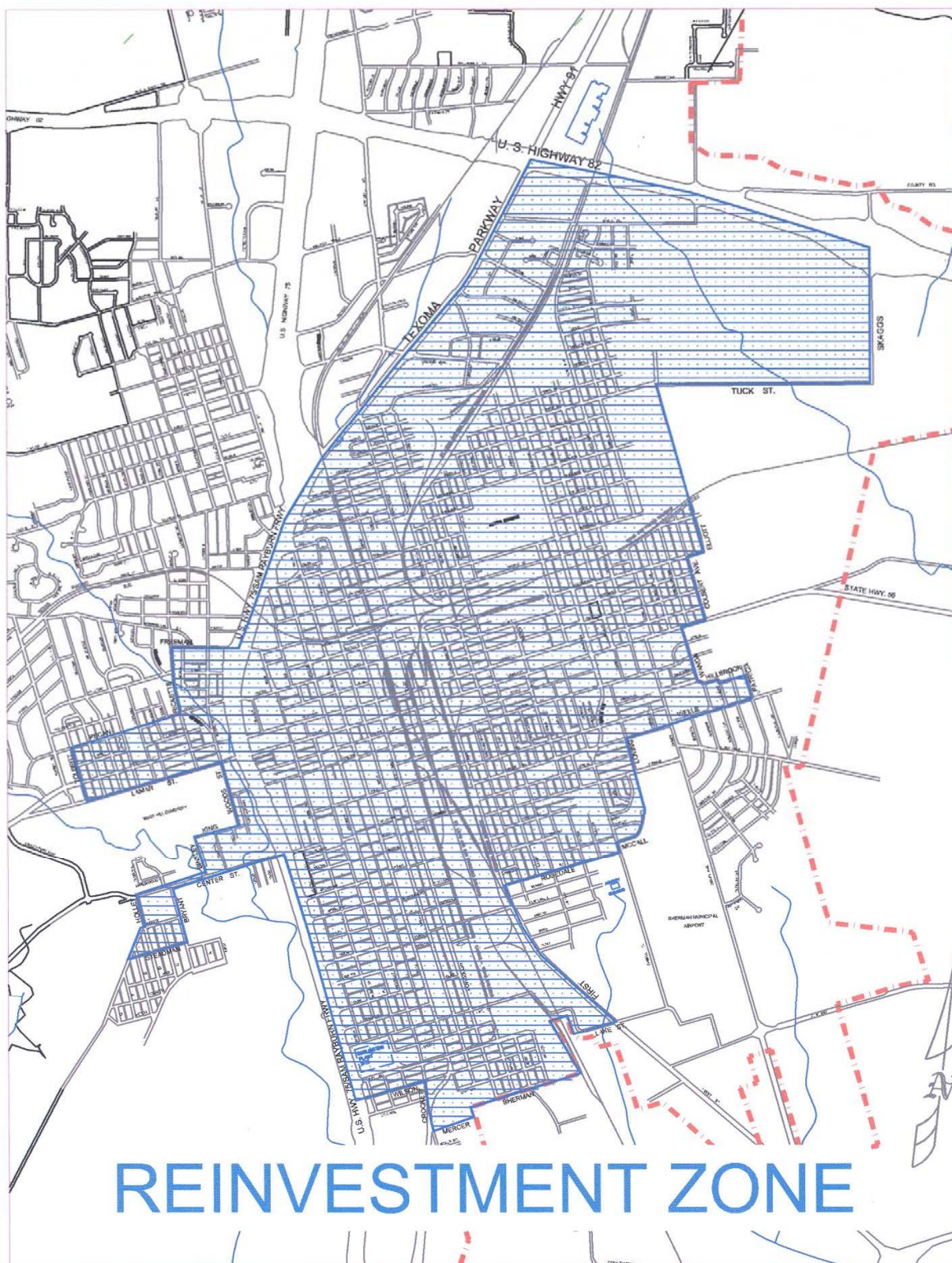
BILL MAGERS, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5538

Amending Chapter 3 of the Code of Ordinances, entitled “Building Regulations”, at Article 3.02, entitled “Building, Life Safety and Residential Codes”, at Article 3.04, entitled “Gas Code”, at Article 3.05, entitled “Heating and Air-Conditioning Code”, and at Article 3.07, entitled “Plumbing Code”, to Provide for New Building Codes

Issue

To consider adopting the 2006 International Building Code, the 2006 International Plumbing Code, the 2006 International Mechanical Code, the 2006 Model Energy Code, the 2006 Life Safety Code, the 2006 International Residential Code, and the 2006 International Fuel Gas Code

Background

The City’s existing codes were adopted in October of 2005. The adoption of current codes keeps the standards up to date and helps to maintain preferred ISO (Insurance Services Office, Inc.) ratings. This proposed Ordinance also provides for a local amendment to allow chlorine resistant PEX water pipe.

Origination

Development Services

Attachments

Ordinance No. 5538

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5538

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.02, ENTITLED "BUILDING, LIFE SAFETY AND RESIDENTIAL CODES", AT ARTICLE 3.04, ENTITLED "GAS CODE", AT ARTICLE 3.05, ENTITLED "HEATING AND AIR-CONDITIONING CODE", AND AT ARTICLE 3.07, ENTITLED "PLUMBING CODE", TO PROVIDE FOR NEW BUILDING CODES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 3 of the Code of Ordinances of the City of Sherman, Texas, entitled "Building Regulations", be amended at Article 3.02 to read as follows:

ARTICLE 3.02 BUILDING, LIFE SAFETY AND RESIDENTIAL CODES

Sec. 3.02.001 Adopted

- (a) The ~~2003~~ 2006 International Building Code, including appendices A, C, D, F, and I, is adopted by reference.
- (b) The ~~2003~~ 2006 Model Energy Code is adopted by ~~ordinance~~ *reference*.
- (c) The ~~2003~~ 2006 Life Safety Code is adopted by reference.
- (d) The ~~2003~~ 2006 edition of the International Residential Code is adopted by reference.

Sec. 3.02.002 Amendments to Codes

- (a) Residential code. The following additions, amendments, and/or deletions to the ~~2003~~ 2006 IRC ~~IBC~~ are hereby adopted:

- (1) R602.6.1 is hereby amended to add the following section:

Exception: When galvanized metal ties not less than 0.054 inches thick, 1-1/2 inches wide and extending 6 inches beyond the cut, drilling or notch of the top plates and fastened securely.

- (2) Table P2904.4.4. Water Service, Table P2904.5 Water Distribution, Table P2904.6 Pipe Fittings, Table P3002.1 Drain waste and vent piping and fitting materials and Table P3002.2 Building Sewer Piping are hereby deleted and replaced with the following:

(a) Materials for water.

(1) In structure copper, K, L, ~~M~~ *chlorine resistant PEX, and chlorine resistant PEX/AL/PEX*

(2) Service copper, PVC 40, *chlorine resistant PEX, and chlorine resistant PEX/AL/PEX*

(b) Material for Drains. PVC Schedule 40, cast iron, copper, *SDR35 in sizes over 4 inch*. Note: PVC cell core and foam core are not permitted.

(b) Building code. The following additions, amendments, and/or deletions to the ~~2003~~ 2006 IBC:

(1) Chapter 1, section ~~101.3~~ 101.4.5, is hereby amended to add the following section:
~~101.3.41~~ 101.4.5.1 Maintenance.

All buildings and structures, both existing and new and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this code in a building when erected, altered, or repaired, shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance of buildings and structures.

The building official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

(2) Chapter 1, section 108, is hereby amended to add the following section:
108.7 Contractor bond required.

A five thousand dollar (\$5,000.00) obstruction bond shall be required for persons doing work on and over public ways. Person doing repair work or demolition work on or over public ways shall be required to furnish a five thousand dollar (\$5,000.00) obstruction bond and proof of, as a condition to said obstruction bond, public liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per occurrence and three hundred thousand dollars (\$300,000.00) aggregate.

(3) Chapter 1, section 110, is hereby amended to add the following section:
~~110.5~~ 110.2.1 Existing building certificate of occupancy.

A certificate for any existing building may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with this code and the city's zoning ordinance.

Chapter 1, Section 112

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

112.4 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of three members and two alternates. The Board shall be appointed by the applicable governing body.

112.4.1 Membership and terms.

112.4.2.1 Membership. The Construction Board of Adjustment and Appeals should consist of three members. Such board members should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. In addition to the regular members, there should be two alternate members, one member at large from the building industry and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

112.4.2.2 Terms. The terms of office of the board members shall be staggered so no more than 1/3 of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the board shall, at the discretion of the applicable governing body render any such member subject to immediate removal from office. A member whose term is expired may continue to serve until such time a replacement has been appointed.

112.4.2.3 Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the building official, not less than three affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

112.4.2.4 Secretary of board. The building official shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.

112.5 Powers. The Construction Board of Adjustment and Appeals shall have the power, as further defined in 112.6 to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.

112.6 Appeals.

112.6.1 Decision of the building official. The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the building official to the Construction Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

2. The provisions of this code do not apply to this specific case.

3. That an equally good or more desirable form of installation can be employed in any specific case.

4. The true intent and meaning of this code or any of the regulations thereunder have been misconstrued or incorrectly interpreted.

112.6.2 Variances. The Construction Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.

2. That the special conditions and circumstances do not result from the action or inaction of the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.

4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.

112.6.2 Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

112.6.3 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the building official.

112.6.4 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system which, in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in his order, limit the time for such appeals to a shorter period.

112.7 Procedures of the Board.

112.7.1 Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

112.7.2 Decisions. The Construction Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application or of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

(4) Chapter V, ~~table~~ Section 503, is hereby amended to add the following:

~~Table 503.1~~ Section 503.2 RESIDENTIAL OPEN-SIDED BUILDINGS.

Open-sided buildings of up to five hundred fifty (550) square feet may be erected on residential building lots with a horizontal separation from a common property line of six (6) feet or more. These buildings may be of any type construction.

~~Table 503.2~~ Section 503.2.1 RESIDENTIAL STORAGE BUILDINGS.

Type IV buildings used for residential storage, and not exceeding five hundred fifty (550) square feet may be erected on residential building lots with a horizontal separation from a common property line of five (5) feet or more. The walls of these buildings will not require a one-hour protection.

Section 101.1. Insert: City of Sherman, Texas

Section 1612.3. Insert: City of Sherman, Texas

Section 1612.3. Insert: July 17, 1995

Section 3410.2. Insert: January 5, 1981

Sec. 3.02.003 Penalty

Any person who shall violate any of the provisions of this article shall be punished as provided in section 1.01.009.

SECTION 2. That Chapter 3 of the Code of Ordinances of the City of Sherman, Texas, entitled "Building Regulations", be amended at Article 3.04 to read as follows:

ARTICLE 3.04 GAS CODE

Sec. 3.04.001 Adopted

The ~~2003~~ 2006 edition of the International Fuel Gas Code including appendices A and B is adopted by reference.

Sec. 3.04.002 Amendments

The following additions, amendments, and/or deletions to the ~~2003~~ 2006 International Fuel Gas Code are hereby adopted:

- (1) Chapter 1, section 104, is hereby amended to add the following:

104.5.1 Plumbing contractor bond.

All contractors engaged in the business of plumbing in the city shall have current insurance as required by the state plumbing board.

- (2) Chapter ~~3~~ 4 is hereby amended with the following additions:

~~306.3.1~~ 403.6.3.1 Plastic piping.

All plastic pipe approved for use with natural gas shall bear the manufacturer's name or trademark, pipe size, plastic pipe material designation code, standard dimension ratio number, the ASTM specifications to which the pipe conforms, ASTM D 2513, ASTM D 2517, and the production code number to indicate resins used in manufacturing. See 314 for outside use. Polyvinyl Chloride (PVC) Commercial Standards (CS256-63) shall not be used for consumer's gas piping.

309 Installation of piping.

309.15 Tracer wire.

309.15.1 Tracer wire size and installation instruction.

Where polyethylene (plastic) piping is installed as a carrier of natural gas, an electrically conductive wire, not smaller than #12-600V solid plastic covered conductor shall be installed in the same ditch, at the same depth as the gas pipe for the entire length of the pipe and shall exit the ground with the pipe with approximately twelve (12) inches of free wire, so as to form a tracer circuit for the plastic pipe.

- ~~(3) Chapter 4 is hereby amended with the following addition and deletions:~~

~~402.4.8 Gas appliances.~~

~~The following list of gas appliances shall not be installed within the habitable area of a building but shall be installed within a closet or confined space with sufficient combustion air provided:~~

~~Hot water heater.~~

~~Central furnace.~~

~~Boiler.~~

~~Duct type heating unit.~~

SECTION 3. That Chapter 3 of the Code of Ordinances of the City of Sherman, Texas, entitled “Building Regulations”, be amended at Article 3.05 to read as follows:

ARTICLE 3.05 HEATING AND AIR-CONDITIONING CODE

Division 1. Generally

Sec. 3.05.001 Short title

This article shall be known as the Heating and Air-Conditioning Code and may be cited as such.

Sec. 3.05.002 Penalty for violations

Violations of this article are punishable as provided in section 1.01.009.

Sec. 3.05.003 Mechanical code adopted

The ~~2003~~ 2006 edition of the International Mechanical Code is adopted by reference.

Sec. 3.05.004 Mechanical code amendments

The following additions, amendments and/or deletions to the ~~2003~~ 2006 edition of the International Mechanical Code are hereby adopted:

(1) Chapter 1, section ~~107~~ 108.4, is hereby *deleted and* amended by adding the following section:

~~107.1~~ 108.4 Violations and penalties.

Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall install, construct, alter, repair, replace or move any mechanical system, or has installed, altered, repaired, moved or replaced a mechanical system in violation of a detailed statement or drawing submitted and permitted thereunder, shall be punished as provided in section 1.01.009 of the Code of Ordinances.

SECTION 4. That Chapter 3 of the Code of Ordinances of the City of Sherman, Texas, entitled “Building Regulations”, be amended at Article 3.07 to read as follows:

ARTICLE 3.07 PLUMBING CODE

Sec. 3.07.001 Short title

This article shall be known as the Sherman Plumbing Code and may be so cited.

Sec. 3.07.002 Penalty for violation

Any person who shall violate any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction therefor, shall be punished as provided in section 1.01.009.

Sec. 3.07.003 Adopted

The International Plumbing Code, ~~2003~~ 2006 edition including appendices F is adopted by reference.

Sec. 3.07.004 Approved materials

(a) Materials for water:

(1) In structure: copper K, L, ~~M~~, *chlorine resistant PEX, and chlorine resistant PEX/AL/PEX*

(2) Service: copper, PVC 40, *chlorine resistant PEX, and chlorine resistant PEX/AL/PEX*

(b) Material for Drains: PVC Schedule 40, cast iron, copper *SDR35 in sizes over 4 inch*.
Note: PVC cell core and foam core are not permitted.

Sec. 3.07.005 Amendments

(a) The International Plumbing Code adopted in this article is revised or amended in the following respects:

(1) Chapter 1, section 101 is hereby amended to add the following section:

101.1.1 Building and zoning department.

The building and zoning department of the city shall administer and enforce the plumbing code.

101.1.2 Plumbing inspector.

Inspectors with a current plumbing inspector license issued by the state will be used as plumbing inspectors.

(2) Chapter 1, Section 106 is hereby amended with the following:

106.1.2 Plumbing license and bond.

Each plumbing contractor doing business in the city shall have a full-time person employed who has a current master plumbing license, issued by the state, and must have a current valid surety bond made to the city, in the amount of two thousand dollars (\$2,000.00) and on a form supplied by the city, or insurance required by the state plumbing board.

(3) Chapter 1, section 110.1, violations and penalties, is hereby added.

110.1 Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, repair, or replace any plumbing installation or has erected, constructed, altered, repaired, or replaced a plumbing installation in violation of detailed statement or drawing submitted and permitted thereunder, shall be punished as provided in section 1.01.009 of the Code of Ordinances.

(4) Chapter 7, section 701.2, is hereby deleted and replaced with the following:

A separate sewer service shall be provided for each building, structure, apartment complex, shopping mall, or factory complex.

(5) Chapter 6, tables 605.4-3, 605.4, and 605.5 are hereby amended to allow only those approved materials from see section 3.07.004, as amended by this section.

(6) Chapter 7, tables 702.1, 702.2, 702.3, and 702.4 are hereby amended to allow only those approved materials from section 3.07.004 as amended by this section.

(7) Chapter 11 is hereby deleted.

(8) The ~~2003~~ 2006 edition of the International Plumbing Code is hereby amended by adding:

Appendix E 1 Private Sewage Systems.

E1.1 Private sewage systems shall be regulated by the Texoma Council of Governments and/or The Grayson County Health Department in accordance with their regulations and the laws covering this subject of the state.

SECTION 5. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 6. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 7. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5539

**Amending Chapter 5 of the Code of Ordinances, entitled “Fire Prevention and Protection”,
at Section 5.03.002 to Adopt the 2006 Edition of the International Fire Code and at
Section 5.03.003 to Provide for Local Amendments to the Fire Code**

Issue

To consider the adoption of an ordinance amending Chapter 5 of the Code of Ordinances to adopt the 2006 International Fire Code and to provide for local amendments

Background

The current Code of Ordinances adopted the 2003 edition of the International Fire Code and included incorrect language amending the 2000 edition of this model code. This proposed Ordinance will adopt the latest version of the Fire Code and allow for local amendments. It also provides for local amendments necessary for the reduction of specific hazards and are consistent with previous adopted amendments, current policy and practice. Highlights of Local Amendments include, but are not limited to: (1) Bonfires and recreational fires are prohibited; (2) Fire lane widths are maintained at the current 24'. Vertical clearance requirement is added at 14'; (3) Fire sprinkler system requirements for buildings over 6,000 sq. ft.; and (4) Fire Alarm Systems must specify the type and location of the alarm and include audio visual notification as required by the Fire Code Official.

Origination

Fire Chief

Financial Consideration

There is no cost associated with these changes.

Staff Recommendation

Staff recommends approval of the proposed Ordinance.

Alternatives

None recommended

Attachments

Ordinance No. 5539

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

ORDINANCE NO. 5539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION", AT SECTION 5.03.002 TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE AND AT SECTION 5.03.003 TO PROVIDE FOR LOCAL AMENDMENTS TO THE FIRE CODE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 5 of the Code of Ordinances of the City of Sherman, Texas, entitled "Fire Prevention and Protection", be amended at Section 5.03.002 to read as follows:

Sec. 5.03.002 Adopted

~~The 2003 edition of the International Fire Code, published by the International Code Council, being chapters 1 through 45, together with all appendices being A through G, is hereby adopted in its entirety, as if fully set forth herein, as the fire prevention code of the city.~~

The 2006 edition of the International Fire Code, published by the International Code Council, being chapters 1 through 45, together will appendices B through G, is hereby adopted in its entirety, as if fully set forth herein, as the fire prevention code of the city.

SECTION 2. That Chapter 5 of the Code of Ordinances of the City of Sherman, Texas, entitled "Fire Prevention and Protection", be amended at Section 5.03.003 to read as follows:

Sec. 5.03.003 ~~Amendments to the International Fire Code, 2000 edition~~

(a) ~~506.1 Voluntary key box. When commercial and industrial buildings within the city are protected by an automatic fire detection system or an automatic fire suppression system, a Knox lock key box of a UL type approved by the fire marshal may be voluntarily installed on the property exterior near entryways and in a location approved by the fire marshal to provide fire personnel with immediate and nondestructive access to the building and essential equipment areas. Such Knox lock key boxes shall contain the following:~~

- ~~(1) Keys to locked points of egress whether on the interior or exterior of such buildings.~~
- ~~(2) The keys to lock mechanical equipment rooms.~~

- (3) — ~~They keys to lock electrical rooms.~~
- (4) — ~~Keys to elevator controls.~~
- (5) — ~~Keys to other areas as directed by officials of the fire department.~~

~~All devices shall be purchased, installed and maintained by the building owner. Complete purchase information can be obtained by contacting the fire marshal.~~

~~The city accepts no liability for security breaches in the use of Knox lock systems. These systems appear to be the best systems available to address the complicated problem of emergency access.~~

(b) — ~~506.3 Vehicular access. Where a secured access or controlled vehicular access gate system is present or is to installed obstructing dedicated utility or fire lane easements or the primary access driveway to single family or multifamily residential locations or to commercial and industrial buildings such access shall meet the following criteria as set forth in sections 506.4 through 506.11 and as approved by the fire marshal in order to permit the timely ingress and egress of emergency fire and ambulance vehicles.~~

(c) — ~~506.4 Electromechanical system. Where an electromechanical secured access or controlled vehicular access gate system is installed, there shall be installed a backup power supply approved by the fire marshal. There shall also be installed a manual backup system approved by the fire marshal, which shall be accessible on the entry side of the gate, using the fire department Knox security key. This failsafe manual backup system shall be installed to allow access through the gate in the event of a power failure or other failure of the electromechanical system.~~

(1) — ~~On swing gates and barrier arms, this system shall be designed:~~

- (A) — ~~To open manually by one (1) person removing the approved Knox system padlock and/or pin that is secured in the gate arm; and~~
- (B) — ~~So that the Knox padlock is clearly visible and easily accessible from the entry side of the gate.~~

(2) — ~~On slide gates this system shall be designed:~~

- (A) — ~~To open manually by open person utilizing an approved single manual release device; and~~
- (B) — ~~So that the device is protected from weather and physical damage in a weatherproof box which is:~~
 - (i) — ~~Red in color;~~
 - (ii) — ~~At least five (5) inches high, five (5) inches wide , and one and one half (1 ½) inches deep.~~
 - (iii) — ~~Clearly labeled “fire department” in white block letters one (1) inch tall with a one quarter inch stroke;~~

- (iv) — Located within ten (10) feet from the entry side of the gate; and on the left side of the approach and being higher from the ground than five (5) feet five (5) inches and no lower than four (4) feet four (4) inches.
 - (v) — Clearly visible and easily accessible; and
 - (vi) — Designed to accept the Knox padlock system series 54-5 that conform to the fire department Knox security key, when used with the manual release device.
- (d) — ~~506.5 Manually operated system.~~ Where a manually operated secured access or controlled vehicular access gate system is installed or is to be installed obstructing dedicated utility or fire lane easements or the primary access driveway to single family or multifamily residential locations or to commercial and industrial buildings such access shall be designed to open manually by one person removing the approved Knox system padlock series 54-5 that conforms to the fire department Knox security key. The Knox padlock shall be clearly visible and easily accessible from the entry side of the gate.
- (e) — ~~506.6 Plan.~~ Prior to the installation of any secured access or controlled access gate system a plan of the system shall be submitted to the fire marshal for approval which shall contain the following information:
 - (1) — Depict the location of the gate or barrier on the easement or driveway in reference to the nearest public street or highway.
 - (2) — Depict the location of the Knox lock key box, Knox lock padlock, or a Knox lock key switch.
 - (3) — Depict the source end location and type of the primary and backup power supply for electromechanical gates or barriers.
 - (4) — Depict the access easement or driveway, which shall provide at least twenty (20) feet of unobstructed horizontal clearance at the inside of the gate when the gate is in the open position.
 - (5) — Describe the gate or barrier construction materials.
 - (6) — Provide additional plans and information as required by the fire marshal.
- (f) — ~~506.7 Maintenance.~~ The gate opening systems shall be maintained in approved operating conditions as delineated below by the property owner at all times.
 - (1) — The mechanical components shall be serviced on a regular basis and maintained in an approved operating condition;
 - (2) — The electrical components shall be maintained in an approved operating condition; and
 - (3) — The primary and backup power supply shall be maintained to electronic components at all times.
 - (4) — All components of the gate operating system to include Knox lock key switches, Knox lock padlocks, Knox lock key boxes, and other gate operating devices shall be provided, installed and maintained by the property owner.

- (5) ~~If the property owner fails to maintain a reliable access system the city may remove such system to gain emergency access and the property owner shall be solely liable for the cost of the removal, repair, or replacement of the system as well as any property damage or bodily injury suffered by the city, its officers, employees, agents, or the owner as a result of such emergency action.~~
- (g) ~~506.8 Performance test required. All gate openings shall be tested by the fire marshal.~~
- (1) ~~After installation and prior to final approval by the fire marshal and also within 30 calendar days of each anniversary date subsequent to installation of an approved security gate system, and at other times as required, a performance test shall be conducted by the fire marshal of every component of the gate system.~~
- (2) ~~Upon failure of the performance test, the security gate system shall be disabled and maintained in the open position until repaired and successfully tested by the fire marshal.~~
- (h) ~~506.9 Hold harmless/indemnification.~~
- (1) ~~Language shall be placed on the subdivision final plat whereby the homeowners' association, as owner of the private streets and appurtenance, agrees to release, indemnify, defend and hold harmless the city, any governmental entity and public utility for damages to the private street occasioned by the reasonable use of the private street by the city; for damages, injury or death arising from the condition of said private street; for damages, injury or death arising out of the use by the city of and restricted access gate or entrance; and for damages, injury, or death arising out of any use of the subdivision by the city and all lot owners within such subdivision shall release the city, for such damages and injuries. The indemnification contained in this paragraph applies regardless of whether or not such property damages, bodily injury, or death are caused solely by the negligent act or omission of the city, its representative officers, employees or agents.~~
- (2) ~~Each residential lot owner where a secured or controlled vehicle access gate is installed or is to be installed and each commercial or industrial lot owner where a secured or controlled vehicle access gate is installed or is to be installed shall indemnify and hold harmless the city, its officers, employees, or agents for property damage, bodily injury, or death arising out of the emergency use by the city of any restricted access gate, entrance or driveway whether or not occasioned by the sole negligent act or omission of the city, its officers, employees, or agents.~~
- (i) ~~506.10 Compliance. All applicable existing homes and buildings shall comply with the provisions of this section within six (6) months of its effective date. All applicable newly constructed homes and buildings, not yet occupied, or homes and buildings currently under construction, shall comply with the terms hereof prior to the issuance of permit of occupancy.~~

- (j) ~~506.11 Penalties. Any property or building owner failing to comply with, or be in violation of the terms of this section after notice from the city fire marshal shall be subject to a fine of fifty dollars (\$50.00) per day until such violation is corrected.~~
- (k) ~~The city accepts no liability for security breaches in the use of the Knox lock systems. These systems appear to be the best systems available to address the complicated problem of emergency access.~~
- (l) ~~3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within the city limits or within five thousand (5,000) feet of the city limits~~

~~(1991 Code, sec. 11-47.5)~~

Sec. 5.03.003 Amendments to the International Fire Code, 2006 edition

The following additions, amendments, and/or deletions to the 2006 International Fire Code are hereby adopted:

1. Section 103.2 is hereby amended to read as follows:

Section 103.2 Appointment. The Fire Code Official (Fire Marshal) shall be appointed by the Fire Chief; The fire code official shall be appointed by the chief appointing authority of the jurisdiction; and the fire code official (Fire Marshal) shall not be removed from office except for a cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.

2. Section 202 is hereby amended to add the following definitions:

Emergency Access Easement. An access road or fire lane located on private property dedicated by the owner(s) of the property to provide fire apparatus access.

High-Rise Building. Any structure used for human occupancy and/or storage more than 55 feet above the lowest level of fire department vehicle access.

Self-Service Storage Facility. Real property designated and used for the purpose of renting or leasing individual spaces to customers for the purpose of storing and removing personal property on a self-service basis.

Standby Personnel. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

Fire Code Official. The Fire Chief, Fire Marshal, or member of the fire department charged with the duties of administration and enforcement of this code, or a duly authorized representative.

City. The City of Sherman, Texas.

3. Section 307.4.1 is hereby amended to read as follows:

307.4.1 Bonfires. *Bonfires are prohibited.* ~~A bonfire shall not be conducted within 50 feet (15 240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15 240 mm) of a structure shall be eliminated prior to ignition.~~

4. Section 307.4.2 is hereby amended to read as follows:

307.4.2 Recreational fires. *Recreational fires are prohibited.* ~~shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.~~

5. Section 503.2.1 is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads and security gate openings shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315mm)~~, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm.)~~ 14 feet (4267 mm).

6. Section 503.2.2 is hereby amended to read as follows:

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths *and vertical clearances* where they are inadequate for fire or rescue operations.

7. Section 503.3 is hereby amended to read as follows:

503.3 Marking. ~~Where required by the fire code official, approved~~ *Approved striping or, when allowed by the fire code official, signs, or both, or other approved notices* shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs ~~or notices and striping~~ shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

- (1) *Striping – Fire apparatus access roads shall be marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 15 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.*
- (2) *When required by the fire code official, fire lane striping shall include an enlarged box that is eighteen inches (124”) in length and twelve inches (12”) in width to show the boundaries of the box, The words “BUILDING*

[APPROPRIATE BUILDING DESIGNATION] shall appear in ten inches (10") white letters on the red box and will appear directly in front of the appropriate structure.

- (3) *Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart. Signs may be installed on permanent buildings or walls or as approved by the fire code official.*

8. Section 503.4 is hereby amended to read as follows:

1. *503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The operator of a premise shall maintain, free of obstruction, all fire lanes on his premises. No person may mark, post or otherwise identify a non-fire lane private vehicular passageway as a fire lane or in such a manner as tends to create confusion as to whether the passageway is a fire lane.*

9. Add Section 505.3 to read as follows:

Section 505.3 Doors addressed. If required by the fire code official, exterior doors shall be numbered on the inside and outside of each door. Door identification shall be a minimum of 4 inch (102mm) with a minimum stroke width of 0.5 inch (12.7mm) and shall contrast with their background.

10. Add Section 508.5.7 to read as follows:

Section 508.5.7 Locking Caps. Fire department connections shall have approved locking caps installed and maintained.

11. Add Section 804.1.1 to read as follows:

804.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2 and R-4 occupancies.

Exceptions:

1. *Trees located in areas protected by an approved automatic sprinkler in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Groups A, E, M, R-1.*

12. Section 901.4 is hereby amended to read as follows:

901.4 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards. *Any alteration to the fire protection system must be approved and a permit issued by the fire code official. Hydrostatic testing of the system may be required prior to the acceptance of any system alteration.*

13. Section 901.7 is hereby amended to read as follows:

901.7 Systems out of service. Where a required fire protection system is out of service or *in the event of an excessive number of activations*, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with at least one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

14. Section 903.2.1.1 is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~6,000 square feet (~~1115m²~~)(557m²);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than the level of exit discharge; or
4. The fire area contains a multitheater complex.

15. Section 903.2.1.3 is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~6,000 square feet (~~1115m²~~)(557m²);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level of exit discharge of the main entrance and exit.~~

16. Section 903.2.1.4 is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~ 6,000 square feet (~~1115m²~~)(557m²);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.~~

17. Section 903.2.2 is hereby amended to read as follows:

903.2.2 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than ~~20,000~~ 6,000 square feet (~~1858m²~~)(557m²)
2. Throughout every portion of educational buildings below the level of exit discharge.

~~Exception: An automatic sprinkler system is not required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level.~~

18. Section 903.2.3 is hereby amended to read as follows:

903.2.3 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where Group F-1 fire area exceeds ~~12,000~~ 6,000 square feet (~~1115m²~~)(557m²);
2. Where a Group F-1 fire area is located 35 feet or more above the lowest level of fire department vehicle access; or
3. ~~Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m²).~~

19. Add Section 903.2.8.3 to read as follows:

903.2.8.3 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Exception: One-story self-service storage facilities that have no interior corridors, with a one-hour fire barrier separation wall installed between every storage compartment.

20. Section 903.2.10.3 is hereby amended to read as follows:

903.2.10.3 Buildings more than ~~55~~ 35 feet in height. An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of 30 or

more that is located 55 35 feet (~~16-764m²~~) or more above the lowest level of fire department vehicle access.

Exceptions:

1. Airport control towers.
2. Open parking structures *in compliance with Section 406.3 of the International Building Code.*
3. Occupancies in Group F-2

21. Add Section 903.2.10.4 to read as follows:

903.2.10.4 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area over 6,000 sq. ft. For the purpose of this provision, firewalls shall not define separate buildings.

Exceptions:

1. *Open parking garages in compliance with Section 406.3 of the International Building Code.*
2. *Group A-5.*
3. *Group U.*

22. Add Section 903.2.10.5 to read as follows:

903.2.10.5 Automatic sprinkler requirements for Group R-3. An automatic sprinkler system shall be installed in all Group R3 buildings with a building area over 7,500 sq. ft. or living area over 6,000 sq. ft. For the purpose of this provision, living area shall include all areas included in “air conditioned”, “ future”, or “bonus rooms” or other areas determined to be actual or intended living areas.

Exception:

Group R-3 buildings permitted for construction prior to July 1, 2008.

23. Add Section 903.2.10.6 to read as follows:

Section 903.2.10.6 Exterior access to sprinkler control rooms. The fire code official may require an exterior access door directly into the sprinkler control room.

24. Section 903.3.1.2 is hereby amended to read as follows:

903.3.1.2 NFPA 13R sprinkler system. Where allowed in buildings of Group R, up to and including four stories in height, automatic sprinkler systems shall be installed in accordance with NFPA 13R.

Exception:

1. *Mixed use buildings. In buildings that include or may include multiple types of occupancies, the code official may designate the type of system and number of standpipes required.*

25. Section 903.4 is hereby amended to read as follows:

903.4 Sprinkler system monitoring and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised.

Exceptions:

1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. ~~Limited area systems serving fewer than 20 sprinklers.~~
3. Automatic sprinkler systems installed in accordance with NFPA13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pumps control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

26. Section 905.2 is hereby amended to read as follows:

905.2 Installation standards. Standpipe systems shall be installed in accordance with this section and NFPA 14. *Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm. In addition to this section, the fire code official may require the installation of standpipe systems in buildings where because of type of occupancy, access or use requires additional fire protection. The fire code official may designate the type and location of standpipes within this system.*

27. Add Section 907.1.3 to read as follows:

907.1.3 Design standards. All alarm systems new or replacement shall be analog intelligent addressable fire detection systems.

Exception: Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building must comply within 18 months of permit application.

28. Section 907.2.3 is hereby amended to read as follows:

907.2.3 Group E. A manual fire alarm system shall be installed in Group E occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. *An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.*

Exceptions:

1. Group E occupancies with an occupant load of less than 50: *when provided with an approved automatic sprinkler system. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)*
2. Manual fire alarm boxes are not required in Group E occupancies where all the following apply:
 - 2.1. Interior corridors are protected by smoke detectors with alarm verification.
 - 2.2. Auditoriums, cafeterias, gymnasiums and the like are protected by heat detectors or other approved detection devices.
 - 2.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - 2.4. Off-premises monitoring is provided.
 - 2.5. The capability to activate the evacuation signal from a central point is provided.
 - 2.6. In buildings where normally occupied spaces are provided with a two-way communication system between such spaces and a constantly attended receiving station from where a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.

29. Add Section 907.2.8.4 to read as follows:

907.2.8.4 Carbon monoxide detectors. *An approved Carbon Monoxide detection system shall be installed and maintained in all buildings that include an underground garage or vehicle storage area and in buildings that provide parking as part of the structure. The detection system shall be monitored and shall signal an alarm as part of the fire alarm panel.*

Exception:

1. Group R Division 3.

30. Section 907.2.12 is hereby amended to read as follows:

907.2.12 High-rise buildings. Buildings having floors used for human occupancy located more than ~~75 feet (22 860 mm)~~ 55 feet (15 764 mm) above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and an emergency voice/alarm communication system in accordance with Section 907.2.12.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the International Building Code.
2. Open parking garages in accordance with Section 406.3 of the International Building Code.
3. Buildings with occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code, *when used for open air seating; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.*
4. Low-hazard special occupancies in accordance with Section 503.1.2 of the International Building Code.
5. Buildings with occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the International Building Code.

31. Section 907.4 is hereby amended to read as follows:

907.4 Manual fire alarm boxes. Manual fire alarm boxes shall be installed in accordance with Sections 907.4.1 through 907.4.5. *Manual alarm actuating devices shall be an approved double action type.*

32. Add Section 907.4.6 to read as follows:

Section 907.4.6 Where any fire alarm system is installed or any supervised sprinkler system is installed; manual fire alarm boxes shall be installed at all exits. Audio-visual notification devices shall be installed to provide complete coverage as required by the fire code official.

33. Add Section 907.6.1 to read as follows:

907.6.1 Installation. All fire alarm systems shall be installed in such a manner that the failure of any single alarm-actuating or alarm-indicating device will not interfere with the normal operation of any other such devices. All systems shall be Class "A" wired with a minimum of six feet separation between supply and return loops. IDC – Class "A" style – D – SLC Class "A" Style 6 – notification Class "B" Style Y.

34. Add Section 907.6.2 to read as follows:

907.6.2 Point Addressable Systems. When a fire alarm system is required by this section or by the fire code official, the system shall be "point addressable"; providing the type

and location of the alarm. The alarm type and location must display on the alarm panel and provide type and location information to the Sherman Fire Department dispatch.

35. Section 907.14 is hereby amended to read as follows:

907.14 Fire-Extinguishing Systems. Automatic fire extinguishing systems shall be connected to the building fire alarm system where a fire alarm system is required by another section of this code or is otherwise installed. *When not otherwise required, the fire code official may require that a fire alarm system be installed to monitor activation of a fire extinguishing system. When required, the fire alarm system must meet the requirements of this code and NFPA 72.*

36. Section 913.2 is hereby amended to read as follows:

913.2 Protection against interruption of service. The fire pump, driver, and controller shall be protected in accordance with NFPA 20 against possible interruption of service through damage caused by explosion, fire, flood, earthquake, rodents, insects, windstorm, freezing, vandalism and other adverse conditions. *The fire code official may require a stand alone power source, or secondary source of power where a fire pump is installed to maintain the required fire flow in assembly occupancies, high-rise structures or any structure with greater than one hundred-thousand (100,000') square feet.*

37. Add Section 913.4 to read as follows:

5. *Fire pump system shall be supervised for "loss of power," "phase reversal" and "pump running" conditions by supervisory signal on distinct circuits.*

38. Add Section 1008.1.3.4 to read as follows:

7. *If a full building smoke detection system is not provided, approved smoke detectors shall be provided on both the access and egress sides of doors and in a location approved by fire code official. Actuation of a smoke detector shall automatically unlock the door.*

39. Section 1020.1.7 is hereby amended to read as follows:

1020.1.7 Smokeproof enclosures. In buildings required to comply with Section 403 or 405 of the International Building Code, each of the exits of a building that serves stories where ~~the any~~ floor surface is located more than 75 55 feet (~~22-860~~ 16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the level of exit discharge serving such floor levels shall be a smokeproof enclosure or pressurized stairway in accordance with Section 909.20.

40. Amend Section 2302.1 Definition "High piled combustible storage" to read as follows:

High-piled combustible storage. Any building exceeding 6,000 sq. ft. that has a clear height in excess of 12 feet, making it possible to be used for storage in excess of 12 feet,

shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

41. Section 3301.1.3 is hereby amended to read as follows:

3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within the city limits or within five-thousand (5,000) feet of the city limits.

Exceptions:

- 1. Only when approved for fireworks displays, storage and handling of fireworks as provided ~~permitted~~ in Section 3304 and 3308.*
- ~~2. Manufacture, assembly and testing of fireworks as permitted in Section 3304.~~*
- 2. The use of fireworks for approved display as permitted in Section 3308.*
- ~~4. The possession...consumer fireworks.~~*

42. Add Section 3403.6.12 to read as follows:

3403.6.12 Containment. An approved method of secondary containment shall be provided for underground tank and piping systems.

43. Add Section 3404.2.11.5.3 to read as follows:

3404.2.11.5.3 Dry sumps. Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling sump at the corners of the excavation with a minimum of 4 sumps. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

44. Add Section 3803.2.1.8 to read as follows:

3803.2.1.8 Jewelry repair, dental labs and similar occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

45. Section 3804.2 is hereby amended to read as follows:

3804.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L).

Exceptions:

1. In particular installations, this capacity limit shall be determined by the fire code official, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided and capabilities of the local fire department.
2. *Except as permitted in City Ordinance 5331, Section 5.04.005 LP-gas containers are not permitted in residential areas.*

46. Appendix D, Section D103.4 Table D103.4 is hereby amended as follows:

**REQUIREMENTS FOR DEAD-END FIRE
APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	24	None Required
150-700	24	100' Diameter Cul-de-Sac or 120' Hammerhead
Over 700		Special Approval Required

47. Appendix D, Section D103 Figure D103.1. This Figure is hereby deleted.

48. Appendix D, Section D103.5 is hereby amended to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be ~~20 feet (6096 mm)~~, 24 feet. (7315m²).

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

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

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5537, 5538 and 5539

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5537

Renewing the Designation of a Reinvestment Zone for the Purpose of Residential Tax Abatement

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5538

Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", at Article 3.02, entitled "Building, Life Safety and Residential Codes", at Article 3.04, entitled "Gas Code", at Article 3.05, entitled "Heating and Air-Conditioning Code", and at Article 3.07, entitled "Plumbing Code", to Provide for New Building Codes

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5539

Amending Chapter 5 of the Code of Ordinances, entitled "Fire Prevention and Protection", at Section 5.03.002 to Adopt the 2006 Edition of the International Fire Code and at Section 5.03.003 to Provide for Local Amendments to the Fire Code



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. B.5

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.2 * RESOLUTION NO. 5219

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 604 North Montgomery Street

C.3 * RESOLUTION NO. 5220

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 711 East Odneal Street

C.4 * RESOLUTION NO. 5221

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design, Bidding and Construction Phase for Replacement of Screw Lift Pumps at the Wastewater Treatment Plant

D.2 * OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 2.8 Acres along the Travis Street Right-of-Way South of Austin Landing (F.M. 131) and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.3 * OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Annexation of Approximately 954.21 Acres along U.S. Highway 75 between Loy Lake Road and the MK&T Railroad South of Highway 691 and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.4 * OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 77.82 Acres in the Hilltop Addition and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.5 * *OTHER BUSINESS*

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5218

Authorizing Participation in the Texoma Regional Public Safety Interoperable Communications Project and Approving the Expenditure of Ten Thousand Forty-Two Dollars and Fifty Cents (\$10,042.50) to the Texoma Council of Governments as the City of Sherman's Required Match for this Grant

Issue

Seeking authorization to participate in the Texoma Council of Governments' Texoma Regional Public Safety Interoperable Communications Project

Background

The Texoma Council of Governments (TCOG) has been awarded grant funds to enhance the public safety communications capability for the Texoma Region. The grant funds will provide equipment and training necessary to link public safety agencies throughout our area, allowing 911 dispatchers the ability to link different agencies together using additional radio and interface equipment. The grant requires a 20% cash match from each participating agency. The City of Sherman's portion of this grant is \$10,042.50, payable to TCOG.

Origination

Jeffrey J. Jones, Fire Chief
Texoma Council of Governments

Financial Consideration

Budget funds are available for the City of Sherman's local match of \$10,042.50.

Staff Recommendation

It is recommended that the City Council adopt the attached resolution, authorizing participation in the project and payment of the \$10,042.50 local grant match.

Alternatives

Sherman could elect not to participate in this program or consider funding this equipment at a later date at 100% of its total cost.

Attachments

TCOG Homeland Security Advisory Committee recommendation of May 8, 2008
Resolution No. 5218

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager



HOMELAND SECURITY ADVISORY COMMITTEE

May 8, 2008

12:00 noon

TEXOMA REGIONAL PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS PROJECT PROPOSED CASH MATCH COMMITMENT PROCESS

This project will replace our current "solution-in-a-suitcase" which is not robust and the capacity of which has been diminished in the last few months by a full third by a failure of the equipment originally staged and deployed from Sherman Fire. (Our Plan originally provided for the staging of three gateways from Fannin County SO, Sherman Fire and Gainesville Fire.)

The purpose of this project is provide for a fixed gateway solution in the communications/dispatch center of the City/County, as well as in the seven other communications/dispatch centers located at the Public Safety Answering Points [PSAPs] for 9-1-1 callers in our region. The proposed solution will address the capability gap in interoperability between local UHF and VHF responders, and mutual aid partners out of region, but lying closely to the south in the DFW metroplex, who use 700 mhz and 800 mhz spectrum and with whom our agencies have begun to interact on a daily basis in our perimeter locales and provide for a fixed, robust gateway solution to bring the Texoma Region to a solid Level 4 of Interoperability as defined by the Governor of the State of Texas.

The total project funding plan is as illustrated below:

Project Funding Plan			
	PSIC Federal Funds Requested	Non-Federal Matching Funds Requested	Total Investment
Acquisition	\$321,359	\$80,340*	\$321,359
Deployment			\$0
Training	\$6,000		\$6,000
Planning/Coord.			\$0
Total	\$6,000	\$0	\$407,699

*Cash Match Required from Each Participating Jurisdiction (8 PSAPs) = \$10,042.50

Proposed Process:

- 1) HSAC reviews and approves proposed resolution for delivery to participating jurisdictions;
- 2) TCOG staff delivers resolutions to the Emergency Management Coordinator for each jurisdiction to take through their governing body process and obtain a resolution (or a "No Thank You") by May 30, 2008;
- 3) EMCs to advise TCOG staff by email of date and time the Resolution will be considered by their governing body;
- 4) EMCs to deliver signed, original Resolution to TCOG staff by May 30, 2008;
- 5) In the event a resolution of support is not received from each jurisdiction for the eight proposed PSAP implementation points by May 30, TCOG staff will schedule and post another HSAC meeting for review and consideration of alternative participants; and
- 6) TCOG staff is authorized, subsequent to the HSAC meeting today, to advise the Governor's Division of Emergency Management of the local "HSAC approved and recommended" match process and to deliver any resolutions in support of payment from participating jurisdictions to the Governor's Division of Emergency Management staff upon receipt.

******Process Caveat******

TCOG staff will be navigating a new PSIC grant process in collaboration with several other COGs and a PSIC "project manager" for a "multi-COG" project of which we are a "sub-project". Additional paperwork requirements may result or may require input or authorization of the HSAC. It is the intent, however, of TCOG staff to keep your inconvenience for the planning, funding, implementation and training on this project to a minimum.

RESOLUTION NO. 5218

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXOMA REGIONAL PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS PROJECT; APPROVING THE EXPENDITURE OF TEN THOUSAND FORTY-TWO DOLLARS AND FIFTY CENTS (\$10,042.50) TO THE TEXOMA COUNCIL OF GOVERNMENTS AS THE CITY OF SHERMAN'S REQUIRED MATCH FOR THIS GRANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it is in the best interest of the citizens of Sherman to participate in a collaborative grant funded project with the Texoma Council of Governments (TCOG) and the State of Texas, for Public Safety Interoperable Communications Funds (PSIC); and

WHEREAS, the purpose of this project is to provide for a fixed gateway solution in the communications/dispatch center of the City, as well as in the seven other communications/dispatch centers located at the Public Safety Answering Points (PSAPs) for 9-1-1 callers in our region; and

WHEREAS, said proposed solution shall address the capability gap in interoperability between local UHF and VHF responders, and mutual aid partners out of region, but lying closely to the south in the DFW metroplex, who use 700 mhz and 800 mhz spectrum and with whom our agencies have begun to interact on a daily basis in our perimeter locales and provide for a fixed, robust gateway solution to bring the Texoma Region to a solid Level 4 of Interoperability as defined by the Governor of the State of Texas; and

WHEREAS, the total project funding plan is as illustrated below:

Project Funding Plan			
	PSIC Federal Funds Requested	Non-Federal Matching Funds Requested	Total Investment
Acquisition	\$321,359	\$80,340*	\$321,359
Deployment			\$0
Training	\$6,000		\$6,000
Planning/Coord.			\$0
Total	\$6,000	\$0	\$407,699

***Cash Match Required from Each Participating Jurisdiction (8 PSAPs) = \$10,042.50**

WHEREAS, the available grant funds are federal funds which require a 20% local match and in order to participate in the project the City of Sherman agrees to contribute a total cash

match of Ten Thousand Forty-Two Dollars and Fifty Cents (\$10,042.50) to TCOG prior to implementation of the project in the City and upon 30 days request by TCOG;

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

SECTION 1. That the City Council of the City of Sherman, Texas, authorizes Texoma Council of Governments staff to submit this resolution in support of this regional communications project to the State of Texas, Governor's Division of Emergency Management.

SECTION 2. That the City Manager be and is hereby authorized and directed to expend Ten Thousand Forty-Two Dollars and Fifty Cents (\$10,042.50), payable to the Texoma Council of Governments, as commitment of the City of Sherman's pro rata share of the match required for implementation of a Public Safety Interoperability Funds Project in the Texoma Region in the total project amount of Four Hundred Seven Thousand Six Hundred Ninety-Nine Dollars and No Cents (\$407,699.00).

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5219**

**Authorizing Execution of an Agreement with Barton Capital, LTD
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 604 North Montgomery Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 604 North Montgomery Street.

Background

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$240.00 annually.

Staff Recommendation

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5219
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 604 NORTH MONTGOMERY 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 the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 604 North Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at the following location:

Being the Lot 8, Block 5 of G.W. Bond's Supplement No. 2 in the City of Sherman, Grayson County, Texas, and being more commonly known as 604 North Montgomery Street.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 604 N. MONTGOMERY

Summary Legal Description: Lot: 8 Block: 5 Addition: 6W BOND STREET

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: \$60,000.00

Estimated Date of Start of Construction: 5- -08

Estimated Date of Completion of Project: 7- -08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Guy L. P. Date: 5-12-08



70 2006 00031833

Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

Instrument Number: 2006-00031833

As

Recorded On: December 29, 2006

Recordings

Parties: GRAYSON COUNTY SHERIFF

Billable Pages: 2

To BARTON CAPITAL

Number of Pages: 3

Comment: SHERIFFS DEED

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-00031833

Receipt Number: 232663

Recorded Date/Time: December 29, 2006 11:11:02A

Book-Vol/Pg: BK-OR VL-4171 PG-61

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

SHERIFFS DEPT

200 S CROCKETT

SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

Office of the Sheriff

Grayson County, Texas

J. KEITH GARY
Sheriff



200 SOUTH CROCKETT STREET
SHERMAN, TEXAS 75090
(903) 893-4388 • FAX (903) 868-2977

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SHERIFFS DEED

STATE OF TEXAS

COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, by virtue of an Order of Sale out of the District Court of Grayson County, TEXAS, for the 59th Judicial District in Cause Number 98-3348 in favor of City of Sherman, Sherman Independent School District, County of Grayson and Grayson County College, as Plaintiffs, and The Unknown Heirs, Executors, Administrators, and Assigns of the Estate of Ezra Caesar, Deceased, The Unknown Heirs, Executors, Administrators, and Assigns of the Estate of Lora Vivian Caesar Barker, Deceased, The Unknown Heirs, Executors, Administrators, and Assigns of the Estate of Billy Ray Webster, Deceased and The Unknown Heirs, Executors, Administrators, and Assigns of the Estate of Ronnie Webster, Deceased, William Webster, The Unknown Heirs, Executors, Administrators, and Assigns of the Estate of Turhan Polk, Also Known As Turhan Polk, Deceased, Bobby Dean Polk, Tonya Polk Durham, Sandra Polk Peoples, Charles B. Keel, III, Derrick Keel, Also Known As Derrick Alexander, Machelie Keel Kemp, Tonetta Hadley Stephenson, Shirley Scott, Patricia Polk Hamilton, Lois Majors, Betty Webster Winfrey, Charles Keel, Ursula Keel Chapman, Also Known As Ursula Yvonne Onyeforo, Also Known As Ursula Udeh, as Defendant therein; on a certain Judgment and decree of sale rendered in said Court on the 7th day of July, 2006, which Order of Sale was issued the 28th day of September, 2006, and delivered to me as Sheriff of the County and State aforesaid, commanding any Sheriff or Constable of the State of Texas, to seize and sell as under execution the premises described in said Order of Sale, I, Sheriff aforesaid, did upon the 29th day of September, 2006 in obedience to said Order of Sale, seize and levy upon all the estate, right, title, claim and interest which the said Defendant, on the 29th day of September, 2006 had of, in and to, and since said time had of, in and to the premises hereinafter described, and on the 7th day of November, 2006 the sale being the first Tuesday of said month between the hours of 10:00 a.m., and 4:00 p.m., as prescribed by law, did sell said premises at public auction in the County of Grayson in room "Annex 2" of the Grayson County Courthouse, as designated by the Grayson County Commissioners Court thereof, in the City of Sherman, Texas, having first given public notice of the authority by virtue of which sale was to be made, the time of levy, the time and place of sale and a description of the property that was sold, together with the other information required by law, by causing an advertisement thereof to be published in the English language once a week for three (3) consecutive weeks immediately preceding the date of such sale in the Herald Democrat, a newspaper for such purpose, and having transmitted all such notice as required by law.

WHEREAS, at said sale, the said premises were sold to Barton Capital, at 1715 South Hwy 75, Sherman, Texas 75092, for the sum of One Thousand, Four Hundred Eighty Dollars and No Cents (\$1,480.00), he/she being the highest bidder therefore and that being the highest bid for same, and said sale being duly conducted; and,

WHEREAS, Barton Capital has paid to me the said sum of One Thousand, Four Hundred Eighty Dollars and No Cents (\$1,480.00), receipt of which is hereby acknowledged;

NOW, WHEREAS, in consideration of the premises, said Judgment and Order of Sale and the provisions of Section 34.01, Texas Property Tax Code, I, J. Keith Gary, Sheriff of Grayson County, Texas, aforesaid, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY, unto the said Barton

Capital all the estate, right, title, interest and claim which the said Defendant had on the 29th day of September, 2006, or at any time afterwards, in and to the premises described in said Order of Sale, viz; the lot, tract or parcel of land lying and situated in Grayson County, Texas and described as follows, to-wit:

The North one-half of Lot 8, Block 5, G. W. Bond's Second Addition, City of Sherman, Grayson County, Texas, as described in deed dated, November 28, 1956, from City of Sherman, to Ezra Caesar, Et Ux., recorded in Volume 856, Page 276, Deed Records of Grayson County, Texas.

to have and to hold the above-described property unto Barton Capital its successors and assigns forever, as fully and absolutely as I, Sheriff as aforesaid, can convey by virtue of said Judgment, Order of Sale, and the provisions of Section 34.01, Texas Property Tax Code, and subject to Defendant's right of redemption as provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of December, 2006.

J. Keith Gary

J. Keith Gary
Sheriff, Grayson County, TEXAS

By:

Lt. Linda Draper
Deputy, Lt. Linda Draper

GRANTEE:

Barton Capital
Name

1715 South Hwy 75
Address

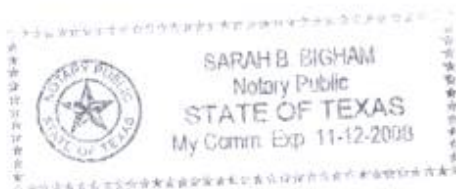
Sherman, Texas 75092
City State Zip

THE STATE OF TEXAS

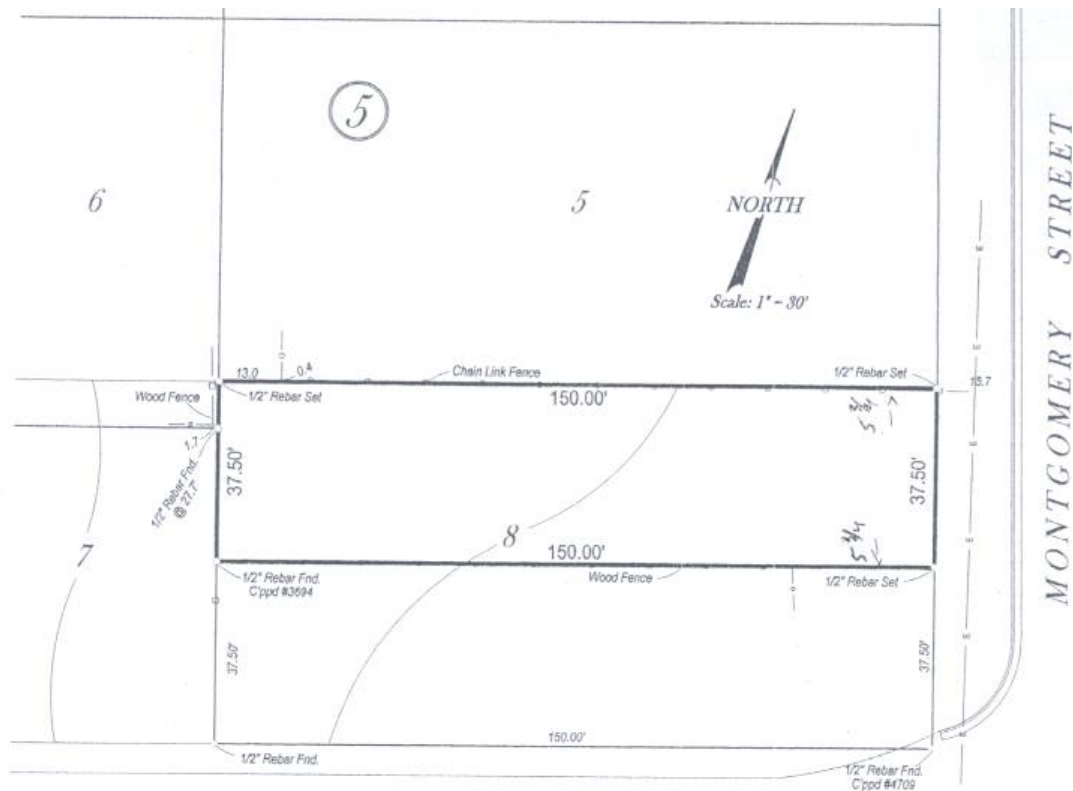
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, on this day personally appeared Deputy, Lt. Linda Draper, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration and in the capacity as therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of December, 2006.



Sarah B. Bigham
Notary Public, in and for
Grayson County, TEXAS
My Commission Expires: 11/12/2008



ALLEY

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: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 4th day of December, 2006 of the following described property:

The North One-half (37.50 feet) of Lot EIGHT (8) in Block FIVE (5) of G. W. BOND'S SUPPLEMENT NO. 2, an Addition to the City of Sherman, Texas as shown by plat of record in Volume "M", Page 63, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 604 N. MONTGOMERY STREET, SHERMAN, TEXAS 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 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
 R.P.L.S. # 3694



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80827 SUBCONTRACTOR: CUPID HOMES DATE ISSUED: 5/12/2008

PROJECT ADDRESS:	604 N MONTGOMERY ST	LOT #:	8
PARCEL ID:		BLK #:	5
SUBDIVISION:	BOND'S 2ND	ZONE ORD:	
ISSUED TO:	CUPID HOMES	CONTRACTOR:	CUPID HOMES
ADDRESS:	715 S HIGHWAY 75	ADDRESS:	715 S HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:		PHONE:	
PROP USE:	RESIDENTIAL	SQ FT:	1,040.00
WORK:	CONSTRUCT SINGLE FAMILY	BEDROOMS:	3
VALUATION:	\$ 60,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

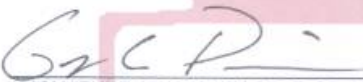
FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

NOTICE

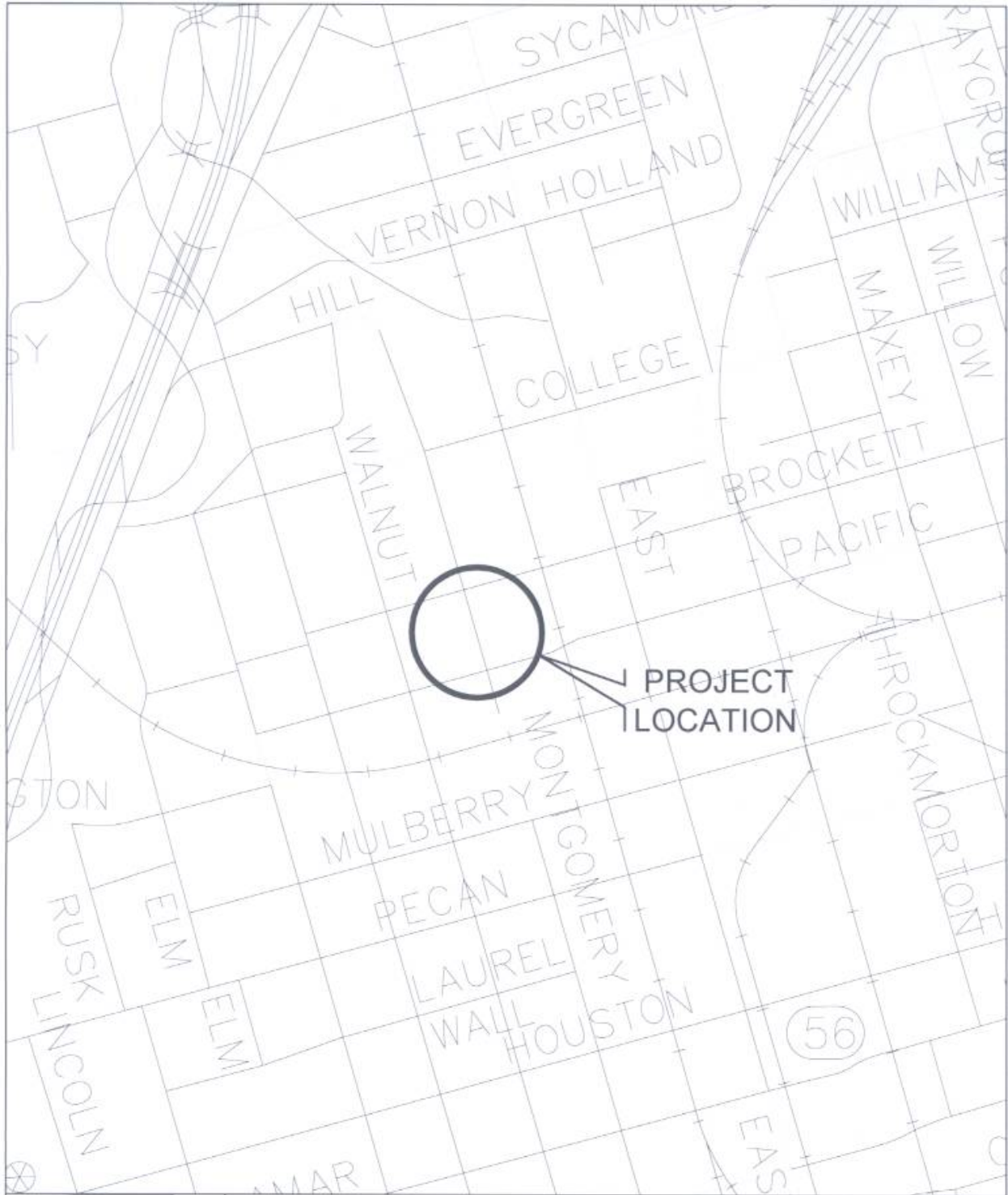
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

5/12/08
DATE

1/1



City of Sherman, Texas

604 NORTH MONTGOMERY

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5220**

**Authorizing Execution of an Agreement with Barton Capital, LTD
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 711 East Odneal Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 711 East Odneal Street.

Background

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$240.00 annually.

Staff Recommendation

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5220
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 711 EAST ODNEAL 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 the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 711 East Odneal Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at the following location:

Being the east seventy feet of Lots 10, 11 and 12 in block 10 of W. Elliott's Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 711 East Odneal Street.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

Copy to: Grayson Appraisal District
 205 North Travis Street
 Sherman, Texas 75090
 (903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. Hwy 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 711 E. O'DNEAL

Summary Legal Description: Lot: 911,12 Block: 10 Addition: 6

Full Legal Description: Include as an attachment a full legal description with in

Improvements:

Type of Improvements (please check one): New Construction: ☒ Remodel: ☐

Estimated Value of Improvements: \$60,000

Estimated Date of Start of Construction: 5-21-08

Estimated Date of Completion of Project: 7-21-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 5-21-08

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090



70 2006 00026319

711 ODNEAL

Instrument Number: 2006-00026319

As

Recorded On: October 24, 2006

Recordings

Parties: GRAYSON COUNTY OF ETAL

Billable Pages: 4

To BARTON CAPITAL LTD

Number of Pages: 5

Comment: TAX RESALE DEED

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-00026319

Receipt Number: 228713

Recorded Date/Time: October 24, 2006 04:51:03P

Book-Vol/Pg: BK-OR VL-4138 PG-597

User / Station: J CARYOL - Cashiering Station 2

Record and Return To:

JOHN RAMSEY

P.O. BOX

SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TAX RESALE DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE
PRESENTS

COUNTY OF GRAYSON

X

That County of Grayson, Grayson County College, City of Sherman, Sherman Independent School District and County Education District, acting by their presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$3,000.00 cash in hand paid by

Barton Capital LTD
715 South Highway 75
Sherman, Texas 75090

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held pursuant to Orders of Sale issued in the 59th District Court of said county, said property being located in Grayson County, Texas, and described as follows:

711 boxed
The East 70 feet of Lots 10, 11 and 12, in Block 10, W. Elliott's Addition to the City of Sherman, Grayson County, Texas, according to the map or plat thereof, recorded in Volume 101, Page 4, Deed Records of Grayson County, Texas.

138
Lots 1 and 2, Block 11, Jones and Wainwrights Addition, City of Sherman, Grayson County, Texas, as described in deed dated, May 16, 1921, from Mrs. A. C. Long, Et Vir., to Nettie Finley, recorded in Volume 286, Page 482, Deed Records of Grayson County, Texas, SAVE AND EXCEPT, however that certain .046 acre, portion of Lot 1, described in Volume 1077, Page 616, Deed Records of Grayson County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

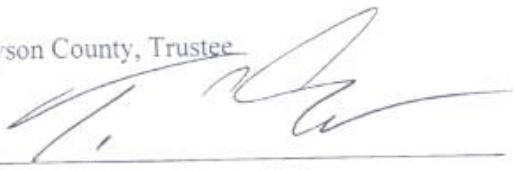
It is further covenanted, that is any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, of the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF the County of Grayson, Grayson County College, City of Sherman, Sherman Independent School District and County Education District, has caused these presents to be executed this 23 day of October, 2006.

Grayson County, Trustee

By: 

Tim McGraw, County Judge

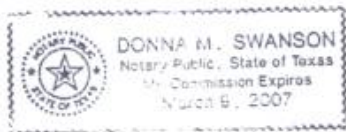
STATE OF TEXAS

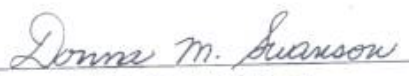
X

COUNTY OF GRAYSON

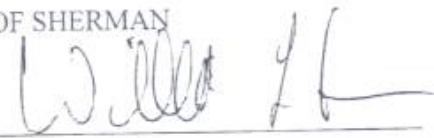
X

This instrument was acknowledged before me on this 23rd day of October, 2006, by Tim McGraw, Grayson County Judge.




Notary Public, State of Texas
Commission Expires: 3-9-07

CITY OF SHERMAN

BY: 

Bill Magers, Mayor

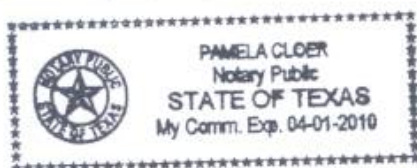
STATE OF TEXAS

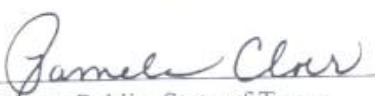
X

COUNTY OF GRAYSON

X

This instrument was acknowledged before me on this 16th day of October, 2006 by Bill Magers, Mayor of the City of Sherman.




Notary Public, State of Texas
Commission Expires: 04-01-2010

SHERMAN INDEPENDENT SCHOOL DISTRICT

BY: Sue Frazier
Dr. Sue Frazier, President

STATE OF TEXAS X

COUNTY OF GRAYSON X

This instrument was acknowledged before me on this 17th day of October, 2006
by Dr. Sue Frazier, President of the Sherman Independent School District.



Kathy Hightower
Notary Public, State of Texas
Commission Expires: 1/6/2009

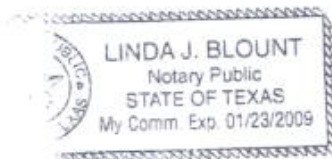
GRAYSON COUNTY JUNIOR COLLEGE

BY: Alan J. Scheibmeir
Dr. Alan J. Scheibmeir, President

STATE OF TEXAS X

COUNTY OF GRAYSON X

This instrument was acknowledged before me on this 20th day of Oct, 2006, by
Dr. Alan J. Scheibmeir, President of the Grayson County Junior College.

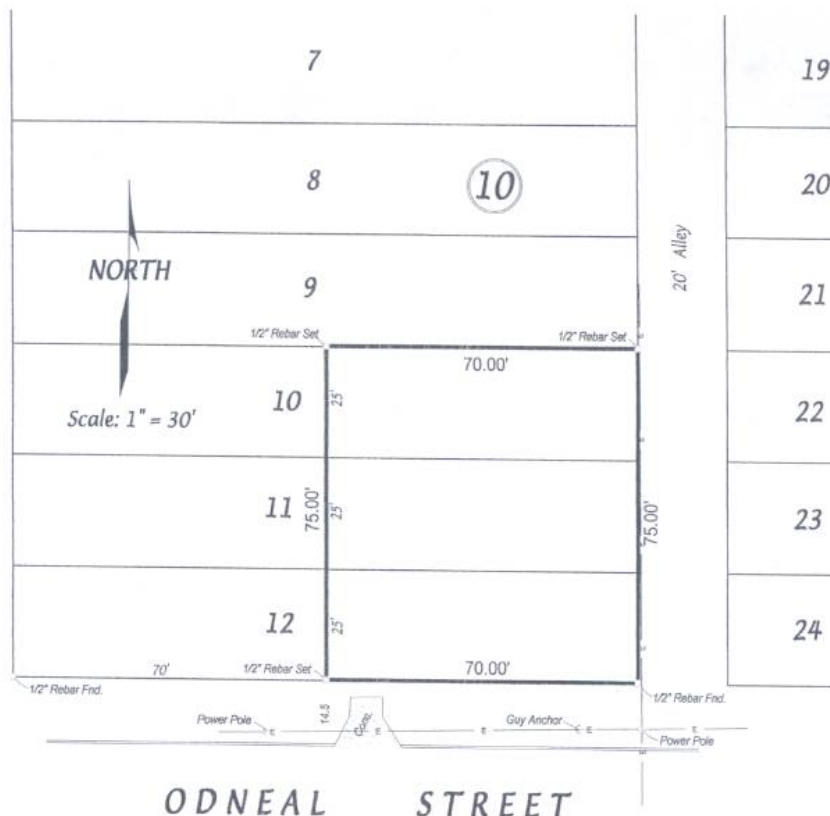


Linda J. Blount
Notary Public, State of Texas
Commission Expires: 1-23-09

After recording return to:

Barton Capital LTD
715 South Highway 75
Sherman, Texas 75090

THROCKMORTON STREET



ODNEAL STREET

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: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 4 th day of December, 2006 of the following described property:

The East Seventy feet (70.00 ft.) of Lots TEN (10), ELEVEN (11), and TWELVE (12) in Block TEN (10) of W. ELLIOTTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 101, Page 4, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 711 E. ODNEAL STREET, SHERMAN, TEXAS 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 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
 R.P.L.S. # 3694



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80916

SUBCONTRACTOR: CUPID HOMES

DATE ISSUED: 5/21/2008

PROJECT ADDRESS: 711 E ODNEAL ST
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: CUPID HOMES
ADDRESS: 2111 TURTLE CREEK CIR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

CONTRACTOR: CUPID HOMES
ADDRESS: 2111 TURTLE CREEK CIR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION

SQ FT: 1,040.00
BEDROOMS: 3

VALUATION: \$ 60,000.00
OCCP TYPE: SINGLE FAMILY
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: SINGLE

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

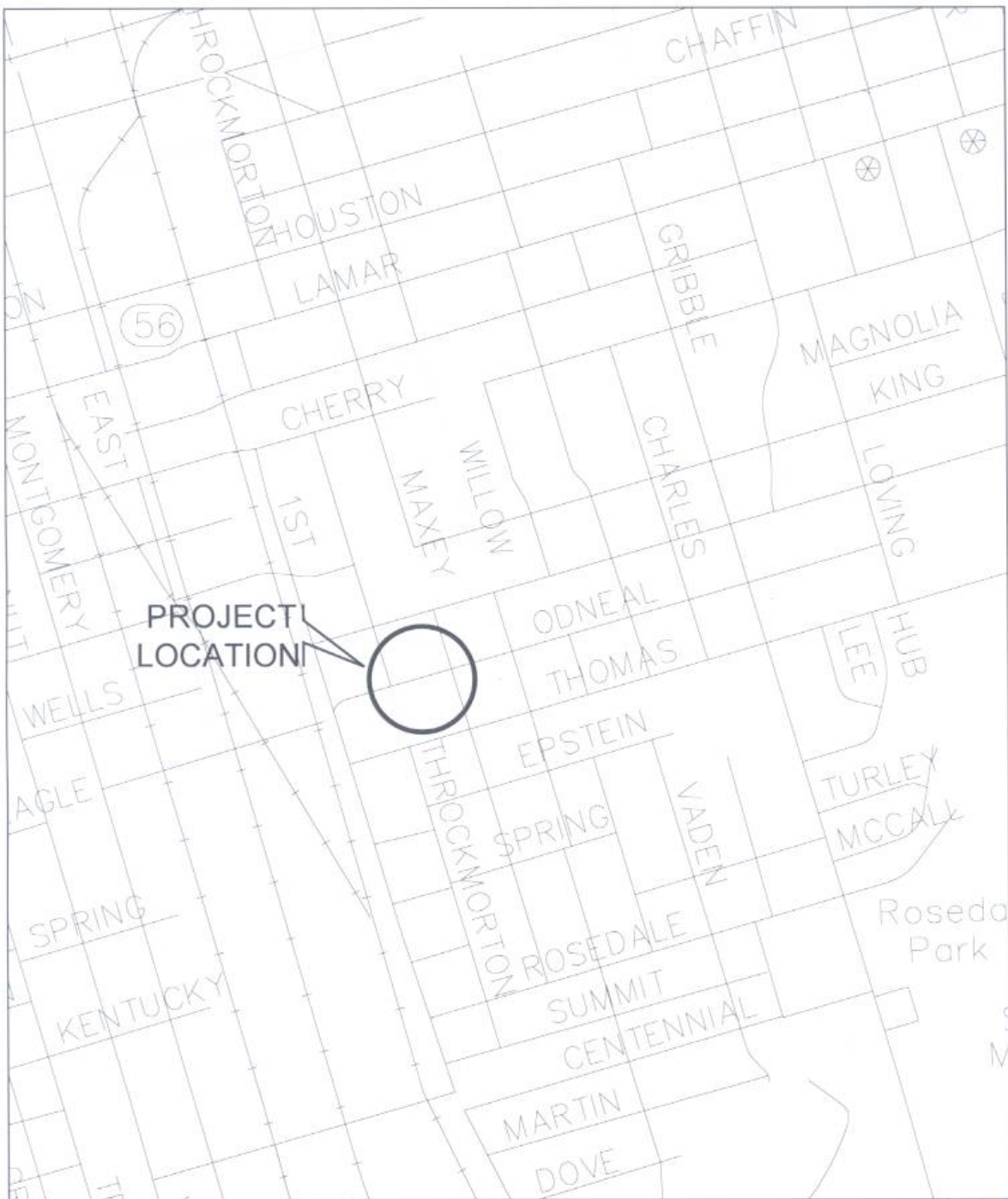
NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE



City of Sherman, Texas

711 EAST ODNEAL

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5221**

**Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc.
for the Design, Bidding and Construction Phase for Replacement of Screw Lift Pumps
at the Wastewater Treatment Plant**

Issue

Professional Services Agreement with Freeman-Millican, Inc. for engineering services during the design, bidding and construction phase for the replacement of the screw lift pumps at the Wastewater Treatment Plant

Background

Freeman-Millican has conducted the preliminary engineering study and has overseen the engineering aspects of the purchase of the pumps required for this project. This contract will carry the professional services through the design, bidding and construction phase of the actual pump replacements.

Origination

Department of Utility Services

Financial Consideration

The project is funded through the current Capital Improvement Program in the amount of \$690,000. Engineering fees are based on a percentage of the actual project costs. Using budgeted project costs, the estimated engineering costs are expected to be \$50,000 to \$60,000.

Staff Recommendation

It is recommended that the Professional Services Agreement with Freeman-Millican be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5221

Professional Services Agreement

Location Map

Prepared by:

Mark Gibson, Utilities & Engineering Director

Approved by:

George Olson, City Manager

RESOLUTION NO. 5221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN, BIDDING AND CONSTRUCTION PHASE FOR REPLACEMENT OF SCREW LIFT PUMPS 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 the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a Professional Services Agreement with Freeman-Millican, Inc. for the design, bidding and construction phase for replacement of screw lift pumps at the Wastewater Treatment Plant, in the same or substantially the same form as the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to provide a proposal for preliminary engineering services in connection with the **MODIFICATION OF THE AERATION BASIN LIFT STATION AS REQUIRED TO REPLACE FALLING SCREW LIFT PUMPS WITH NEW CENTRIFUGAL PUMPS WITH VIARABLE FREQUENCY DRIVES**, hereinafter referred to as the "Project"; and

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

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

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibits "A" and "B." of the attached Exhibit "1." The contract amount specified in Exhibits "A" and "B" which are attached to Exhibit "1," shall not be exceeded without the written permission of the City.

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

6. **Access to the Site.** City agrees to provide access to the Project area necessary for Engineer to complete its work.

7. **Insurance.** Prior to commencement of the work, the Engineer shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the Engineer, its agents, employees or subcontractors under this Agreement, as follows:

1. Workers' Compensation as required by law.
2. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
3. Commercial General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
4. Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.
5. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences that demonstrates that the required coverage, conditions, and limits required by this Contract are in full force and effect. Certificates shall state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits (Change in Coverage) prior to the receipt of written notice provided to the CITY at least thirty (30) days prior to the effective date of such Change in Coverage.

8. **Indemnity.** ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR THE ENGINEER'S AGENT, ENGINEER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL. THIS AGREEMENT DOES NOT WAIVE, NOR SHALL IT BE DEEMED TO WAIVE, ANY IMMUNITY OR DEFENSE, INCLUDING, BUT NOT LIMITED TO, GOVERNMENTAL IMMUNITY, THAT WOULD OTHERWISE BE AVAILABLE TO THE CITY AGAINST CLAIMS ARISING FROM THE EXERCISE OF GOVERNMENTAL POWERS AND FUNCTIONS.

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

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

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

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

a. **WAIVER. ONCE THE INFORMATION IS SUBMITTED TO THE CITY, ENGINEER AGREES TO WAIVE ANY COPYRIGHT CLAIMS TO THE INFORMATION AND HEREBY RELEASES, DISCHARGES, AND CONVENANTS NOT TO SUE THE CITY, ITS OFFICERS, SERVANTS, AGENTS, OR EMPLOYEES (HEREINAFTER REFERRED TO AS RELEASEES) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, THAT**

MAY BE SUSTAINED BY ENGINEER, PERTAINING TO ANY CLAIMS THAT THE DOCUMENTS ARE COPYRIGHTED BY CONSULTANT. ENGINEER ALSO ACKNOWLEDGES THAT SUCH INFORMATION SHALL BECOME SUBJECT TO THE PUBLIC INFORMATION LAWS OF THIS STATE AND THAT THE CITY CAN RELEASE SUCH INFORMATION TO THE PUBLIC WITHOUT ANY RECOURSE BY THE ENGINEER, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR COMPENSATION, DEFAMATION, OR INVASION OF PRIVACY, OR OTHER INFRINGEMENTS OR VIOLATIONS OF COPYRIGHT, PERSONAL, OR PROPERTY RIGHTS OF ANY SORT WHATSOEVER.

13. Complete Contract. This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent the terms in this contract conflict with the terms in Exhibit "1," the terms of this Contract control over any terms set forth in Exhibit "1." This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties to this Agreement.

14. Special Provisions.

Paragraph 1.3.4 on page 2 of 10 is modified as follows:

The following language is stricken from the last portion of that paragraph:

~~{b}ut Engineer shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.~~

15. Miscellaneous.

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER

FREEMAN-MILLICAN, INC

George Olson
City Manager

BY: Jim T. Mulligan

TITLE: President

DATE: _____

DATE: 29 May 08

APPROVED AS TO FORM:

BY: _____
DOREEN E. MCGOOKEY
City Attorney

EXHIBIT 1

AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2008 between the City of Sherman, Texas (OWNER) and Freeman - Millican, Inc., a Texas Corporation (ENGINEER) acting by and through their respective duly authorized representatives. OWNER intends to modify the aeration basin lift station as required to replace failing screw lift pumps with new centrifugal pumps with variable frequency drives hereinafter known as "the Project".

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

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

- 1.1.1 ENGINEER shall perform professional services, as hereinafter stated, which include customary civil engineering services.

1.2 DESIGN PHASE

After authorization to proceed with the Design Phase, ENGINEER shall:

- 1.1.1 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.1.2 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.1.3 Furnish four copies of the above documents and present and review them in person with OWNER.

1.2 BIDDING PHASE

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

- 1.2.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment and services.

- 1.2.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.2.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.
- 1.3 CONSTRUCTION PHASE
- During the Construction Phase ENGINEER shall:
- 1.3.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.3.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- 1.3.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.3.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

- 1.3.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.3.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.5.
- 1.3.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.3.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish one (1) set of Mylar reproducible record drawings as well as a computer disk containing all of the Record Drawings on AutoCAD® Release 14 format.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized by OWNER, ENGINEER shall furnish or obtain from others, Additional Services of the following types which are not considered normal or customary Basic Service; these will be paid for by OWNER as indicated in Section 4.

- 2.1.1 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the

- Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities such as the Texas Department of Transportation.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 - 2.1.3 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering design incidental thereto.
 - 2.1.4 Providing any type field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
 - 2.1.5 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
 - 2.1.6 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
 - 2.1.7 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
 - 2.1.8 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
 - 2.1.9 Preparation of property or easement descriptions.
 - 2.1.10 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The provisions of this Section 3 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

SECTION 4 - PAYMENTS TO ENGINEER

4.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

4.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 an amount based on a percentage of the Construction Cost of the Project including materials, equipment and CONTRACTOR'S services. Compensation for design of "the Project" to include pumping equipment, wet well modifications,, electrical system, variable frequency drives, controls, and piping shall be based on Curve "A" as shown in Exhibit "A". Where the Project is separated into multiple construction contracts, the construction cost for each contract shall be used to determine the compensation to the Engineer for the design of the work in each individual construction contract.

4.1.2 For Additional Services

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

4.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.10, inclusive (except services covered by paragraph 2.1.3, services of field surveying by paragraph 2.1.4 and services as a consultant or witness under paragraph 2.1.8), on the basis of the rates listed in Exhibity "B" for services rendered by principals and employees assigned to the Project.

4.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants, such as geotechnical services, employed by ENGINEER pursuant to paragraph 2.1.3 the amount billed to ENGINEER times a factor of 1.10.

4.1.2.3 Consultant or Witness

For additional services provided for in paragraph 2.1.8 as rendered by principals and employees assigned to the Project will be on the basis of the rates listed in Exhibit "B".

4.1.2.4 Field Survey

For field surveying services as provided for in paragraph 2.1.4 the amount will be based on survey costs times a factor of 1.10 as invoiced, or, if done by Freeman-Millican, Inc. will be on the basis of the rates listed in Exhibit "B".

4.1.2.5 For Reimbursable Expenses

In addition to payments provided for in paragraphs 4.1.1, OWNER shall pay ENGINEER the actual cost times a multiplier of 1.10 for all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

4.1.2.6 As used in this paragraph 4.1 the term "Construction Cost" will have the meaning assigned to it in paragraph 5.1, and terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 4.4.

4.2 TIMES OF PAYMENTS

4.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

4.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such addition amount, if any, as may be necessary to bring total compensation paid on account of such phases to the following percentages of total compensation payable for all phases of Basic Services:

<u>Phase</u>	
Design	80%
Bidding or Negotiating	5%
Construction	15%
TOTAL	100%

4.3 OTHER PROVISIONS CONCERNING PAYMENTS

4.3.1 CHANGES IN PROJECT SCOPE

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope on the basis of the rates listed in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services on the basis of the rates listed in Exhibit "B" by principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

4.4 DEFINITIONS

- 4.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.
- 4.4.2 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and faxes; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 5 - CONSTRUCTION COST AND OPINIONS OF COST

5.1 CONSTRUCTION COST

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

- 5.1.1 For completed construction work the total costs of all work performed as designed or specified by ENGINEER.
- 5.1.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.
- 5.1.3 For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER'S most recent opinion of probable Construction Cost.

5.2 OPINIONS OF COST

- 5.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 REUSE OF DOCUMENTS

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

6.3 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

6.4 SUCCESSORS AND ASSIGNS

6.4.1 OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

- 6.5 All notices and statements required and provided for in this Contract shall be deemed to have been received by either party hereto when properly addressed to the party to whom directed at the addresses set forth herein and two (2) days after deposit in the United States mail with postage prepaid:

Owner: Director of Utilities and Engineering
City of Sherman
P. O. Box 1106
Sherman, Texas 75090

Engineer: Freeman - Millican, Inc.
12225 Greenville Avenue, Suite 121
Dallas, Texas 75243

Attention: Mr. Terry Millican
President

From time to time either party may designate another address for all purposes of this Contract by mailing to the other party written notice of such change of address in accordance with the provisions hereof.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 7.1 This Agreement is subject to the following special provisions.
- 7.1.1 OWNER agrees to indemnify and hold ENGINEER harmless from any claims, costs, attorney's fees or causes of action arising out of claims or actions by landowners or residents in the vicinity of the Improvements founded or based upon the existence, expansion, planning, design or construction of the Improvements unless caused by ENGINEER'S negligence, gross negligence, malpractice or willful misconduct.
- 7.1.2 ENGINEER represents and agrees that ENGINEER currently has Professional Liability Insurance coverage of One Million (\$ 1,000,000.00) Dollars and that ENGINEER will maintain Professional Liability Insurance coverage of at least One Million (\$ 1,000,000.00) Dollars until this Contract has been fulfilled or terminated, whichever occurs first. ENGINEER further agrees to furnish OWNER with evidence of ENGINEER'S Professional Liability Insurance coverage annually, if and when requested by OWNER, during the period this Contract is in effect.
- 7.2 The following Exhibit is attached to and made a part of this Agreement:
- 7.2.1 Exhibit A - Project Description with Engineering Compensation.
- 7.3 This Agreement (consisting of pages 1 to 10, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

CITY OF SHERMAN

ENGINEER

A Texas Corporation

BY _____
George Olson
City Manager

BY _____
J. Terry Millican
President

DATE;

DATE;

APPROVED AS TO FORM;

BY; _____
DOREEN E. MCGOOKEY
City Attorney

EXHIBIT "A"
City of Sherman
Aeration Basin Lift Station Rehabilitation
CURVE OF COMPENSATION - CURVE "A"

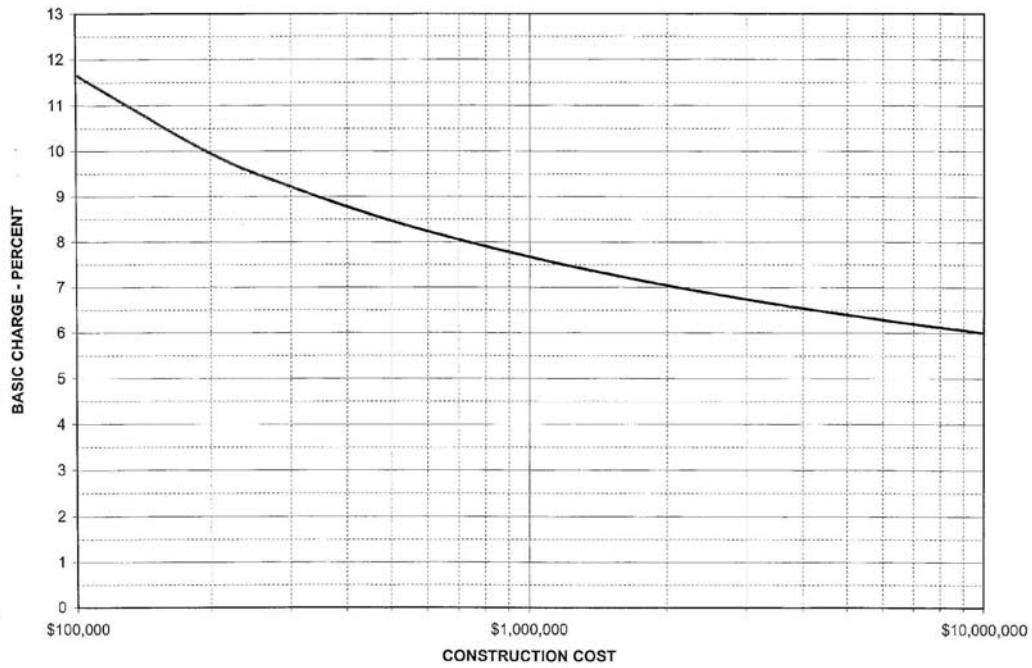
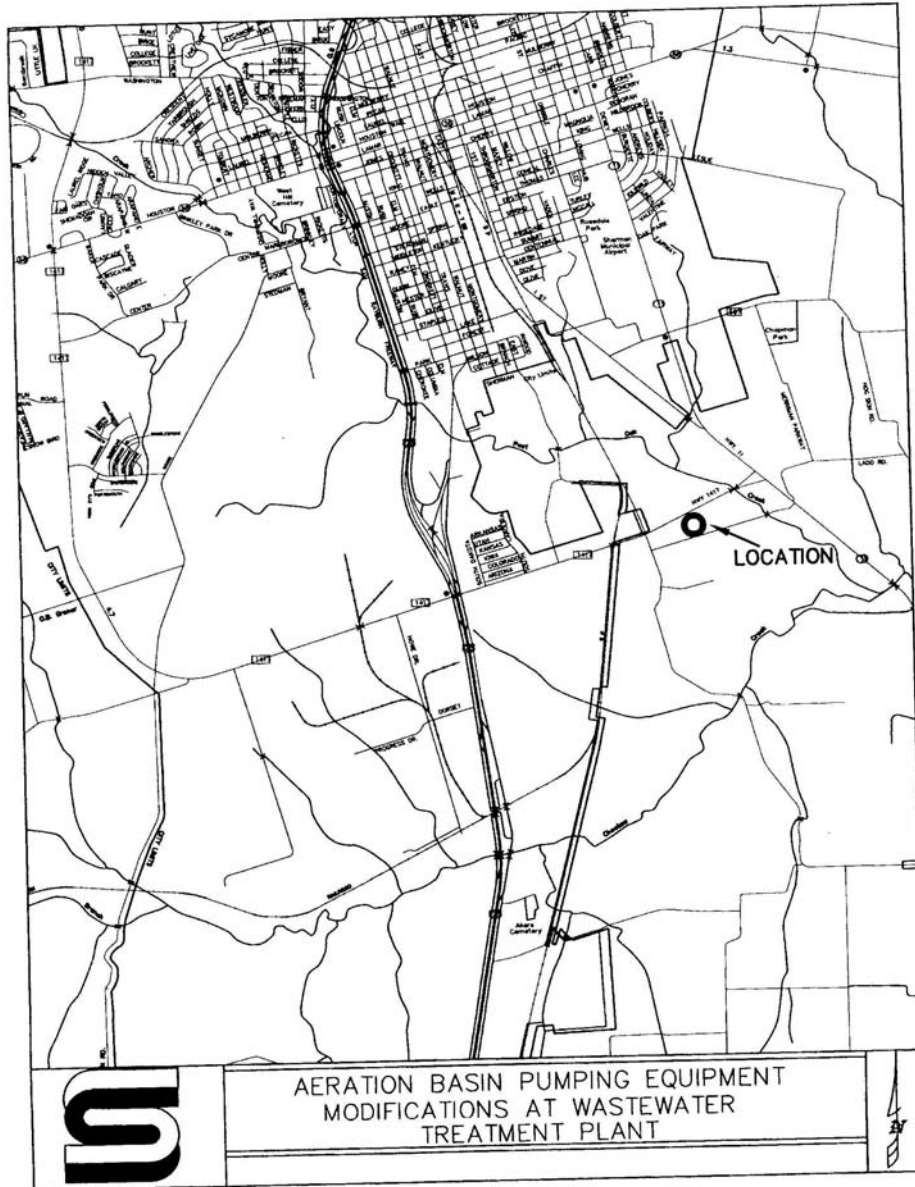


Exhibit B
Engineering Services Rates

Description	Rate	Units
Labor		
Principle Engineer	\$ 125.00	hour
Associate Engineer	\$ 100.00	hour
Staff Engineer	\$ 85.00	hour
Computer Aided Drafting (CAD)	\$ 50.00	hour
Secretarial	\$ 35.00	hour
GPS Surveying	\$ 125.00	hour
Conventional Surveying	\$ 85.00	hour
Preparation and Testimony as an Expert Witness	\$ 150.00	hour
Expenses		
Mileage	\$ 0.52	mile





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. D.1

PAYMENT APPROVAL

**Street Oversizing Cost for North Creek Drive
in the Austin Landing Subdivision; \$22,933.05**

Issue

Authorizing payment to developer for the street oversizing cost associated with North Creek Drive in the Austin Landing Subdivision

Background

North Creek Drive is classified as a collector street in the City's Master Plan. Outside of commercial areas, the City pays for the middle six feet (6') of pavement to bring the street up to thoroughfare standards.

Origination

Department of Engineering

Financial Consideration

The cost of the street oversizing has been calculated as \$22,933.05. Funds are available in the current street oversizing project.

Staff Recommendation

It is recommended that the City Council approve payment of this \$22,933.05 oversizing fee to the Austin Landing developer (Texas Land Development).

Alternatives

As may be directed by the City Council

Attachments

Developer Request
City Oversize Calculations
CIP Street Oversizing Sheet

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

VILBIG & ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS
10132 MONROE DRIVE
DALLAS, TEXAS 75229

(214) 352-7333
FAX (214) 352-0999

Memorandum

DATE: January 31, 2008
TO: Jim Shankles, P.E.
FROM: David A. Vilbig, P.E., R.P.L.S. *DAV.*
PROJECT: Austin Landing Addition (VAi No. 808-1, 808-2)

Vilbig & Associates, Inc. (VAI) has recently been notified that the development agreement for Austin Landing Phase I did not include reimbursement from the city for the center 6' of paving per City of Sherman standards. Based on a frontage length of 1,098, VAI has calculated the reimbursement cost as \$29,933.92 using the Glenn Thurman, Inc. (GTI) unit prices from their estimate for Phase I dated April 27, 2007.

The distance of the participation does not include the two commercial lots.

We have also been notified that a calculation of the escrow cost for Sherman Oaks Drive is needed. Based on a frontage length of 275.00' and unit prices from the above-mentioned GTI cost estimate for Phase I, the escrow cost will be \$13,557.16.

We are hereby requesting the City to revise the Developer's Agreement accordingly. The Owner is also requesting to proceed with the Developer's Agreement for the Detention Basin.

Feel free to call or email if you have any questions or comments.

WHEN COMPLETED, FILE

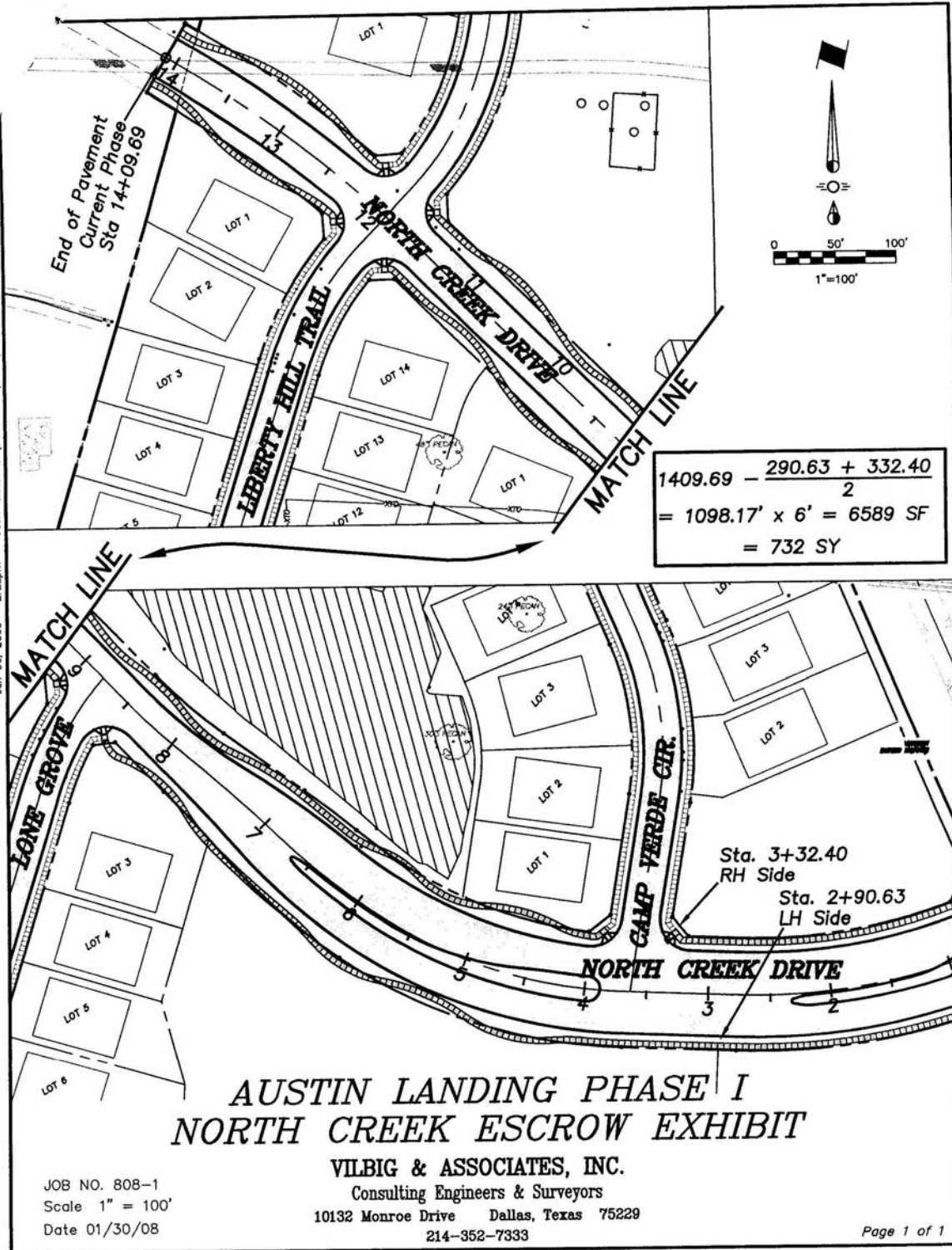
ATTACHMENTS: Two Sketches.

CC: Don Combs and Darrin Peterson with Texas Land Development

Continuing the Tradition of the Vilbig's in Dallas Business Since 1886

z:\808-1 texas land dev\administrative 808-1\correspondence\escrow memo 01.23.08.doc/tlb

Jan 30, 2008 - 2:22pm User: Chris C:\DOCUMENTS\1\Chris\LOCALS\1\Temp\AcPublish_1552\808-1\1



File - Austin Landing Dev. File

SHERMAN



April 7, 2008

Mr. David Vilbig, P.E.
10132 Monroe Drive
Dallas, TX 75229

Re: Austin Landing Addition – Street Escrow & Oversizing

Dear David:

I have reviewed your memo of January 31, 2008, regarding the Austin Landing Street Escrow and Street Oversizing costs. Utilizing the quantities and unit prices submitted, I have calculated what I believe are the correct costs. These items need to be addressed as two separate issues for accounting purposes.

The City participation in the oversizing of North Creek Drive, based on the unit prices submitted, is calculated to be \$22,933.05. This amount will be submitted to the City Council for payment to the developer.

The escrow funds for the portion of Sherman Oaks Drive that was not constructed is calculated to be \$18,230.06. The amount was calculated based on one-half the cost of a thirty-seven foot wide street (commercial/multi-family zoning) adjacent to the tract. The revised street width and adjusted quantities for paving, lime subgrade, and lime were utilized to calculate the total escrow payment. These funds are to be paid to the City separately from the City's payment to the Developer for street oversizing.

NORTH CREEK DRIVE CITY PARTICIPATION				
DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	COST
7" Thick TxDOT Class "P" Concrete Pavement with Integral Curb & Gutter	732	s.y	\$25.50	\$18,666.00
6" Lime Stabilized Subgrade	732	s.y	\$3.75	\$2,745.00
Hydrated Lime	13.9	ton	\$109.50	\$1,522.05
Total Cost of Paving Improvements				\$22,933.05
SHERMAN OAKS DRIVE ESCROW				
DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	COST
7" Thick TxDOT Class "P" Concrete Pavement with Integral Curb & Gutter	565.3	s.y	\$25.50	\$14,415.15
6" Lime Stabilized Subgrade	565.3	s.y	\$3.75	\$2,119.88
Hydrated Lime	10.74	ton	\$109.50	\$1,176.03
2" Top Soil & Seed Pkwy.	519	s.y	\$1.00	\$519.00
Total Cost of Paving Improvements				\$18,230.06

*All unit prices based on cost estimate by Glenn Thurman for Austin Landing Phase I dated April 27, 2007.

Please review the cost calculations and have the developer submit the required payment of \$18,230.06 to the City at his earliest convenience. I will attempt to submit the request for the test oversizing payment to the City Council on April 21, 2008. Following approval, a payment will be submitted to the Developer

Thank you for your cooperation in this matter. Please contact our office should you have any questions regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark Gibson, P.E.", written in a cursive style.

Mark Gibson, P. E.
Director of Utilities and Engineering

MG/ple

PROJECT YEAR: 2007-2008

PROJECT NAME: General Street Right-of-Way and Oversizing

DESCRIPTION: General street right-of-way and oversizing funds for unidentified projects throughout the year.

ESTIMATED COST: \$50,000

ESTIMATED O&M COST: NA

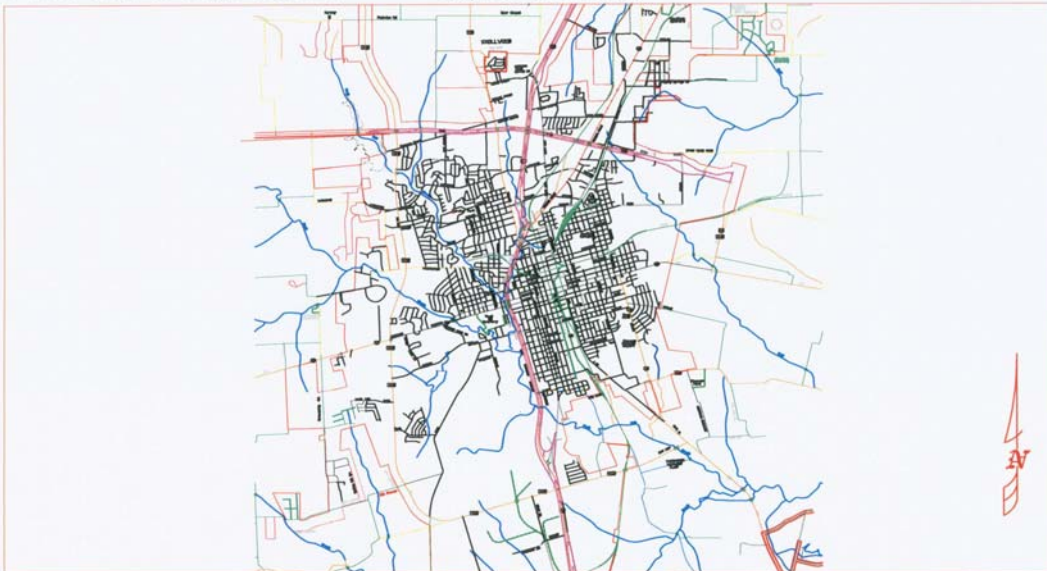
PROPOSED FINANCING: General Improvement Fund

PROJECT NECESSITY: Provides funding for City participation in future right of way and oversizing for new streets.

DEPARTMENT/DIRECTOR: Public Works & Engineering, Jeff Miller

PROPOSED START DATE: October, 2007

PROPOSED END DATE: September, 2008





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. D.2

*** OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 2.8 Acres along the Travis Street Right-of-Way South of Austin Landing (F.M. 131) and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

Issue

To consider approval of the schedule for annexation of approximately 2.8 acres along the Travis Street right-of-way South of Austin Landing (F.M. 131)

Background

It is the City's intention to annex specifically identified individual areas in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter. State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. A cost-benefit analysis will be provided prior to final action on this item.

Staff Recommendation

It is recommended that the schedule for annexation be approved and that the required public hearings be set for July 17, 2008, July 21, 2008 and August 18, 2008.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan and Location Sketch

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 2.8 acres along the
Travis Street right-of-way South of Austin Landing (F.M. 131)

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.*
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

* If more than twenty adults who are residents of the area to be annex protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.



**2.8 Acres
North Travis St. (FM131) ROW
Annexation**

Department of Engineering Services





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Annexation of Approximately 954.21 Acres along U.S. Highway 75 between Loy Lake Road and the MK&T Railroad South of Highway 691 and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

Issue

To consider approval of the schedule for annexation of approximately 954.21 acres along U.S. Highway 75 and F.M. 691, between Loy Lake Road and the Missouri, Kansas and Texas (MK&T) Railroad

Background

It is the City's intention to annex specifically identified individual areas in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter. State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. A cost-benefit analysis will be provided prior to final action on this item.

Staff Recommendation

It is recommended that the schedule for annexation be approved and that the required public hearings be set for July 17, 2008, July 21, 2008 and August 18, 2008.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan and Location Sketch

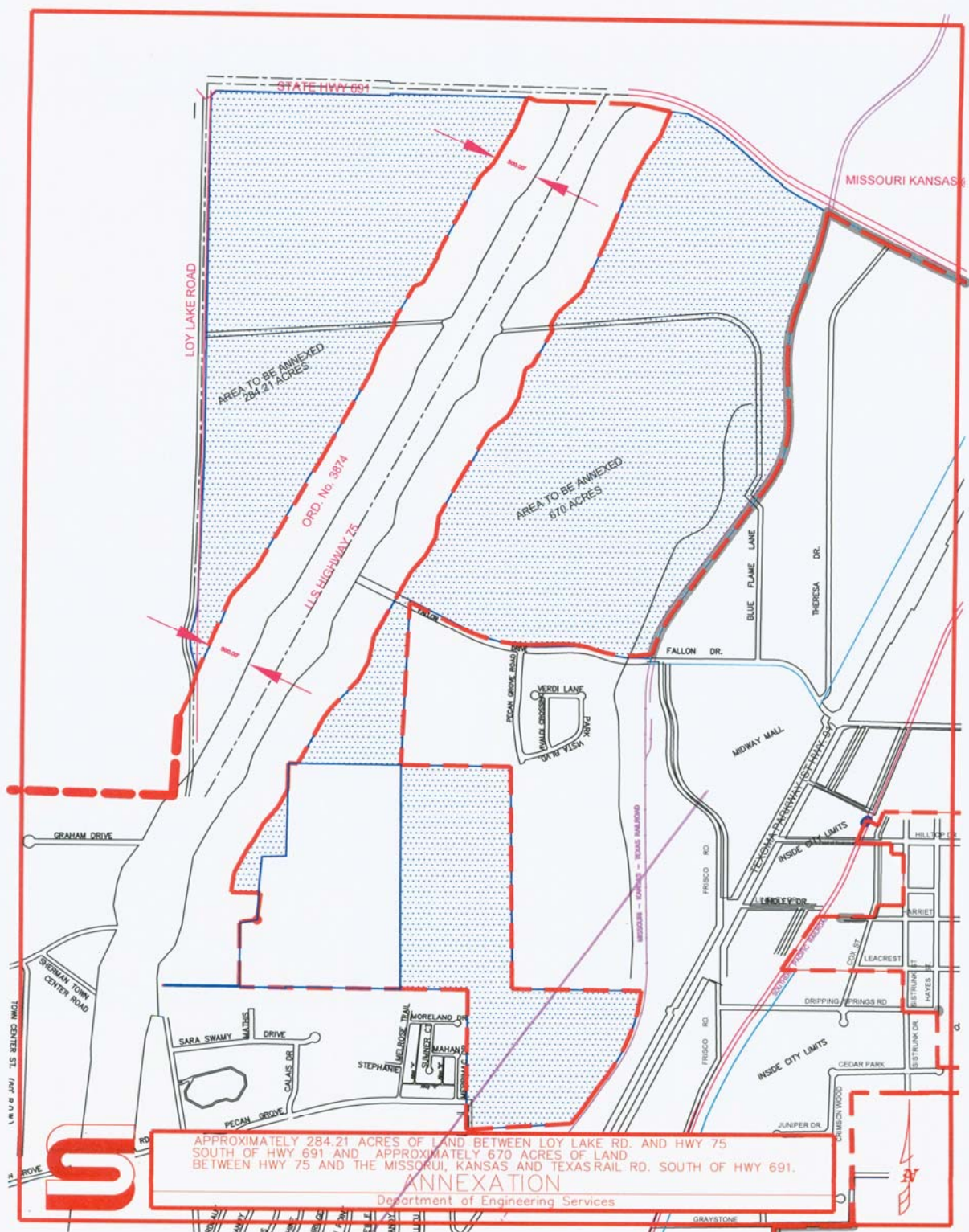
Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 954.21 Acres along
U.S. Highway 75 between Loy Lake Road and
the MK&T Railroad South of Highway 691

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.*
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

* If more than twenty adults who are residents of the area to be annex protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 77.82 Acres in the Hilltop Addition and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

Issue

To consider approval of the schedule for annexation of approximately 77.82 acres in the Hilltop Addition

Background

It is the City's intention to annex specifically identified individual areas in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter. State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. A cost-benefit analysis will be provided prior to final action on this item.

Staff Recommendation

It is recommended that the schedule for annexation be approved and that the required public hearings be set for July 17, 2008, July 21, 2008 and August 18, 2008

Alternatives

The City Council could choose not to pursue this request for annexation; however, since the sale of water is a Council strategic goal, this action is not recommended.

Attachments

Annexation Scheduling Plan and Location Sketch

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 77.82 Acres in the Hilltop Addition

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.*
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

* If more than twenty adults who are residents of the area to be annex protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

Issue

To consider approval of the schedule for annexation of approximately 3.72 acres at 5003 Travis Street (F.M. 131)

Background

It is the City's intention to annex specifically identified individual areas in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter. State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. A cost-benefit analysis will be provided prior to final action on this item.

Staff Recommendation

It is recommended that the schedule for annexation be approved and that the required public hearings be set for July 17, 2008, July 21, 2008 and August 18, 2008.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan and Location Sketch

Prepared by:
Mark Gibson, Utilities & Engineering Director

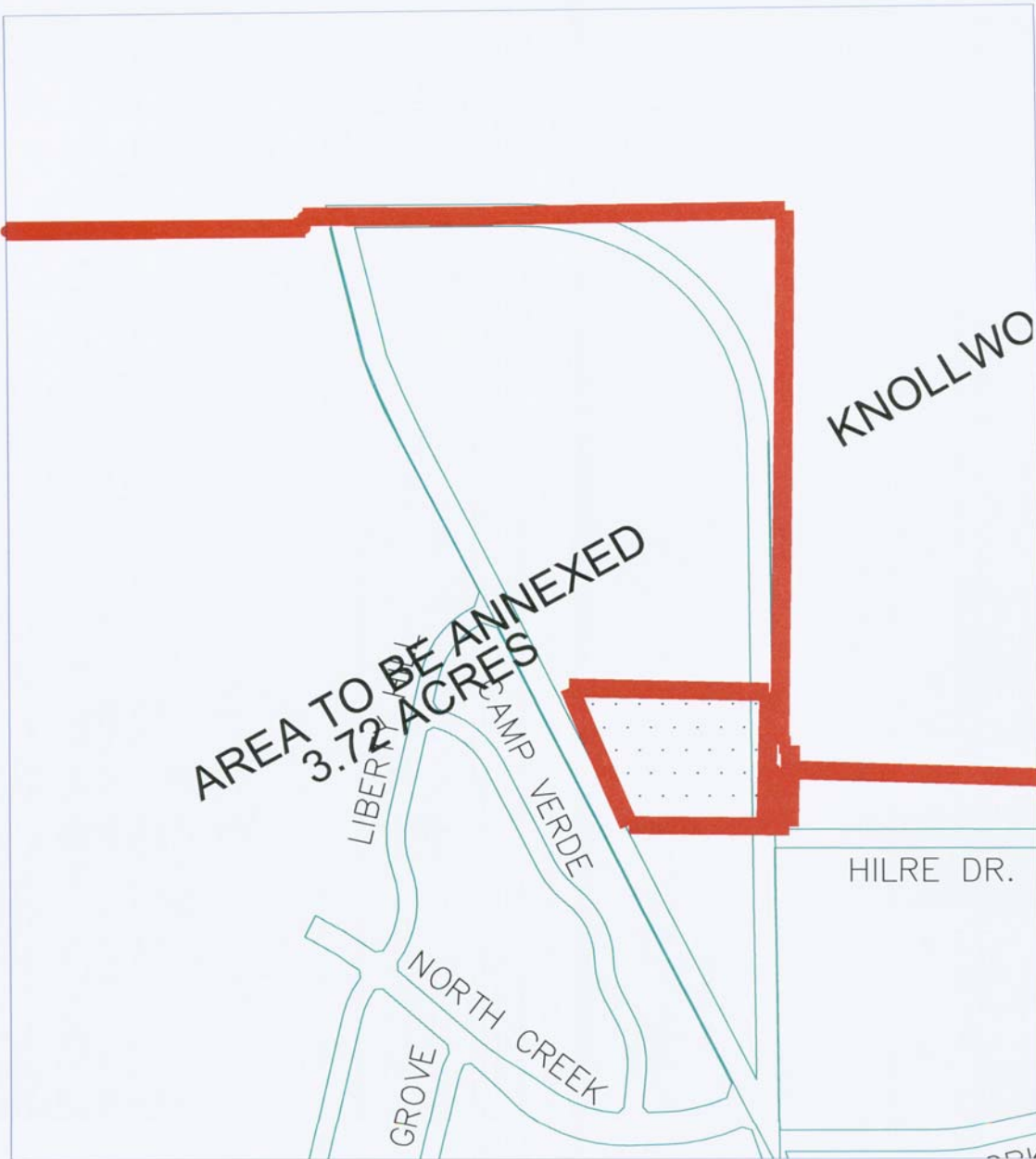
Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

**Approximately 3.72 Acres at
5003 Travis Street (F.M. 131)**

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.*
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

* If more than twenty adults who are residents of the area to be annex protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.



3.72 ACRES
5003 North Travis St. (FM131)
Annexation

Department of Engineering Services





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

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: 6-2-2008

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: 6-2-2008

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: 6-2-2008

Subject: Agenda Item No. D.9

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 6-2-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2008
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

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
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			

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - 12:00 Noon Called Meeting with Chamber Board
05/10/08 - City Council Election
05/13/08 - 12:00 Noon Called Meeting to Canvass Election Results
05/22/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
05/29/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
06/10/08 - 12:00 Noon Budget Planning Meeting in Council Chambers
07/17-18/08 - Budget Workshop in Council Chambers
09/01/08 - Labor Day - Called Council Meeting on 09/02/08