CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 17, 2010
5:00 P.M.

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY MAYOR BILL MAGERS

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 3, 2010

A.5 OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

A.6 COUNCIL ELECTION OF DEPUTY MAYOR

B.1 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. 5489
Approving and Authorizing the Execution and Delivery of a "Contract for Water Supply Services" with the Greater Texoma Utility Authority in Relation to the Lake Texoma Water Storage Project; Resolving Other Matters Incident and Related to the Execution and Delivery of Such Contract

C.2 ** RESOLUTION NO. 5490*
Awarding a Bid to and Authorizing Execution of an Agreement with Landmark Bank, NA for the Lease-Purchase Financing of Capital Equipment

C.3 ** RESOLUTION NO. 5491*
Accepting the Contract with Lynn Vessels Construction, LLC as Complete for Construction of the Sherman Relief Sewer K4 Project, Phase I

C.4 ** RESOLUTION NO. 5492*
Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Incorporated for Evaluation of the Stephens #2 Trinity Well

C.5 ***[* RESOLUTION NO. 5493]***

Authorizing Execution of an Encroachment Easement to Orion and Cheryl Carter for the Construction of a Swimming Pool which would Encroach Seven and One-Half Feet into a 15' Drainage Easement in Block F, Lot 7 of the Pecan Grove Village Addition, to the City of Sherman (3811 Merrimac Drive)

Change Order

D.1 ***[* CHANGE ORDER NO. 1]***

Sherman Relief Sewer K4 Project: McGee Street to Turtle Creek West; Lynn Vessels Construction, LLC; $28,814.32, Decrease

Other Business

D.2 OTHER BUSINESS

Receive Presentation on the City of Sherman's Residential Bulk Trash and Brush Collection Program

D.3 OTHER BUSINESS

Receive Presentation by Angela Gurley, Customer Service Manager, on the New "E-Bill" Feature for Utility Bills

D.4 OTHER BUSINESS

Consider Request of Fire Chief J.J. Jones to Temporarily Close Certain Streets for the Annual Battle of the Badges Blood Drive on Thursday, May 27 and Friday, May 28, 2010 and the Fire Department Truck Dedication and Open House on Saturday, May 29, 2010

D.5 ****** OTHER BUSINESS***

Replat Approval of Lot 4, Block B, North Haven Addition and Lot 2-R of the Replat of Lots 1-3, Block B, North Haven Addition; Spavinaw Development, Owners, and Sartin and Associates, Inc., Surveyors (3112 and 3116 Rivercrest Drive)

D.6 CITIZEN REQUESTS

D.7 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

D.9 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

D.10 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Reinvestment Committee (2)

D.11 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #1 (3)

D.12 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #2 (3)

D.13 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #3 (3)

D.14 COUNCIL COMMENTS

Executive Session

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

Section 551.074 Personnel Matters:
(a) Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:
(i) Civil Service Commission (1)
(ii) Sherman Housing Authority Board (3)
(iii) Sherman Higher Education Finance Corporation Board (7)

The Council reconvenes into General Session

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

F.2 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

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:** 5-17-2010

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF MAY 3, 2010

STATE OF TEXAS §

May 3, 2010

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 3, 2010.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular City Council Meeting of April 19, 2010. Deputy Mayor Smith moved to approve the Minutes as presented; Second by Council Member Wacker. All present voted AYE.
MOTION CARRIED.

WELCOME

WELCOME
Mayor Magers welcomed Susan Thomas, Executive Director of the Texoma Council of Governments. He thanked her for attending the meeting.

PROCLAMATION
"NATIONAL TOURISM WEEK" – MAY 8-16, 2010

NATIONAL TOURISM WEEK

Council Member Wacker presented a proclamation to April Patterson, Tourism Director, proclaiming May 8 through 16, 2010 as "National Tourism Week." She also thanked everyone who worked tirelessly on behalf of Sherman and the region to promote attractions in the community.

Ms. Patterson introduced Dick and Sue Malnory, representing Friends of Hagerman National Wildlife Refuge; Clint Giliam, Sales Manager for Hampton Inn and Comfort Suites; Stacie Esteban, Regional Director of Sales for Premier Hospitality Management, Inc.; Jenel McGrath, owner of Jenel McGrath Realtors, representing Downtown Sherman Preservation & Revitalization, Inc.; and Ivert and Jeanette Mayhugh, owners of A Touch of Class Antiques, who also house and manage the City's Visitor's Center.

Ms. Patterson discussed statistics on how the Sherman-Denison MSA stands up to other Texas cities. Total direct travel spending in 2008 was $208.8 million and 1,480 jobs were generated by direct travel spending. Grayson County ranks number 30 out of 254 Texas Counties in visitor

spending. From 2007 to 2008 there was a 7.5% increase in visitor spending in Grayson County, which was more than twice that of Dallas, Galveston, and Travis Counties.

She also informed the City Council that the Sherman Jazz Museum will open this weekend and will be a big tourism draw for Sherman. Hagerman Wildlife Refuge will hold their Third Super Saturday on May 29, 2010, with lots of free nature activities. Also, Hot Summer Nights will begin on June 3, 2010 on the Municipal Building Grounds and the Highway 82/287 Yard Sale is scheduled for June 4 and 5, 2010, throughout the Red River Valley. The Tourism Center will have activities that coincide with the "National Tourism Week."

Mrs. Malnory said a temporary office/trailer was delivered to Hagerman Wildlife Refuge today and will be in use for the next year until the new Visitor's Center/Office is completed. The Center itself will become a destination and she felt Hagerman will play an even more important tourism role in Sherman in the future.

Mayor Magers thanked those in attendance adding that he felt the Tourism Department was moving in the right direction and putting money on projects, where it does some good.

<u>INTRODUCTION AND PUBLIC HEARING OF ORDINANCES</u>

ORD 5650
NO PARKING SIGNS

Mayor Magers introduced Ordinance 5650 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 THE NORTH AND SOUTH SIDES OF SPARROW LANE AND MORAVEC LANE, FROM TRAVIS STREET TO CROCKETT STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY.

No citizens appeared before the City Council to discuss Ordinance 5650.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

ORD 5650
NO PARKING SIGNS

Ordinance 5650
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE NORTH AND SOUTH SIDES OF SPARROW LANE AND MORAVEC LANE, FROM TRAVIS STREET TO CROCKETT STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY.

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance No. 5650, as presented. Second by Council Member Softly.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY:
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5484 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH HOWARD-ESTRUCT JV, LLC. FOR CONSTRUCTION OF THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS, CONTRACT "D"

RES 5484
HWY 75 NORTH
SEWER
IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH HOWARD-ESTRUCT JV, LLC. FOR CONSTRUCTION OF THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS, CONTRACT "D".
CONSENT AGENDA.

RESOLUTION NO. 5485 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH ITT FLYGT CORPORATION FOR THE ACQUISITION OF PUMPING EQUIPMENT FOR THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS, CONTRACT "D"

RES 5485
HWY 75 NORTH
SEWER
IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH ITT FLYGT CORPORATION FOR THE ACQUISITION OF PUMPING EQUIPMENT FOR THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS, "CONTRACT D".
CONSENT AGENDA.

RESOLUTION NO. 5486 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARTIN ASPHALT COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2010 SEAL COAT PROGRAM

RES 5486
ANNUAL SEAL
COAT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARTIN ASPHALT COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2010 SEAL COAT PROGRAM.
CONSENT AGENDA.

RES 5487 ENCROACHMENT EASEMENT FOR RETAINING WALL (1801 CATALINA CIRCLE)

RESOLUTION NO. 5487 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ROBERT W. McNINCH FOR CONSTRUCTION OF A MODULAR BLOCK RETAINING WALL IN THE STREET RIGHT-OF-WAY OF CATALINA CIRCLE AND CANYON CREEK DRIVE LOCATED AT LOT 16, BLOCK 2 OF THE CANYON CREEK ADDITION, REPLAT OF SECTION ONE TO THE CITY OF SHERMAN (1801 CATALINA CIRCLE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ROBERT W. McNINCH FOR CONSTRUCTION OF A MODULAR BLOCK RETAINING WALL IN THE STREET RIGHT-OF-WAY OF CATALINA CIRCLE AND CANYON CREEK DRIVE LOCATED AT LOT 16, BLOCK 2 OF THE CANYON CREEK ADDITION, REPLAT OF SECTION ONE TO THE CITY OF SHERMAN (1801 CATALINA CIRCLE).
CONSENT AGENDA.

RES 5488 RESIDENTIAL TAX ABATEMENT (1616 S. ELM)

RESOLUTION NO. 5488 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH GONZALO NAVARRO RAMIREZ AND CREWS FELIPE RAMIREZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1616 SOUTH ELM STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH GONZALO NAVARRO RAMIREZ AND CREWS FELIPE RAMIREZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1616 SOUTH ELM STREET.
CONSENT AGENDA.

OTHER BUSINESS

PARKS & REC UPDATE

RECEIVE PARKS AND RECREATION UPDATE FROM ADMINISTRATOR KEVIN WINKLER

Kevin Winkler, Parks and Recreation Administrator, updated the City Council on the status of park projects.

The staff was given notice to proceed on Pecan Grove Park, Phase II last August and since that time the project has proceeded on time and under budget. The contractor started to erect the amphitheater last week. Mayor Magers verified that the lake would form the backdrop for the amphitheater.

The project also includes six pavilions with stone fascia and a floating fishing pier with connecting walkway. There will be two playgrounds, one for ages two to five and another for ages four to twelve. The walking trail will be 6,300 feet long and 8 feet wide, constructed of concrete. There is also a wooded area that can be used for nature walking trails.

Council Member Steele verified that the 6,300 feet of walking trail was just in Pecan Grove West and the east side of the

park included a little over 1,000 feet of additional trail. The two trails are not connected by concrete but there will be a walking trail across the dam that connects the two trails. Pecan Grove Park, Phase II also includes a restroom / concession building.

Mr. Winkler said "kick off" for the park will be held July 3, 2010 and will include a fireworks show and a concert featuring Deryl Dodd, a country and western singer. The Tourism Department is assisting with plans for the event.

Council Members said the park looks great and will be a terrific asset to the community.

The Splash will be opening May 29, 2010. Mr. Winkler reminded the Council that prices were increased last year, but there were still 42,926 entries into The Splash during the 2009 season. Visitors were not deterred by the price increase. There were also 35 rentals last year and 65 cabana rentals. The staff sold 724 passes to The Splash for 2009.

The 2009 Learn to Swim Program provided 496 swim lessons and 202 children have already signed up for lessons this year. The staff opened up for private rentals this past Saturday and they have already booked 13 events.

Mr. Winkler said on the sports side of Parks and Recreation, there were 418 sports games scheduled this Spring for the youth. A tournament was also held on April 24 and 25, 2010 that featured 54 teams, many from out of town. Another tournament is scheduled for May 15 and 16, 2010 and 51 teams are already registered.

There are currently 25 adult softball teams that play at Fairview Park and they are trying to build the softball program up again.

At the Center Street Soccer Complex there are 136 youth teams that played 584 games. Sixty of the teams were from Sherman. There are also six adult teams that played 29 games.

There is an adult flag football league that plays at the Center Street Soccer Complex. This year eight teams participated in 31 games.

Council Member Howeth said the citizens of Sherman should appreciate the City's efforts to keep the facilities open. In order to start balancing their budget, the City of Fort Worth was closing six out of seven of their City swimming pools and would greatly restrict the hours of the remaining pool while cancelling most of the swimming lessons.

She commended the City staff for their efforts to keep the facilities open and the projects going.

Mr. Winkler presented the new Parks and Recreation Guide and thanked Theresa Hutchinson, Recreation Coordinator, for her work on putting the Guide together.

APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING MARCH 31, 2010

QUARTERLY INVESTMENT REPORT

The City Council approved the Quarterly Investment Report for the period ending March 31, 2010. As of March 31, 2010, all portfolios were in compliance with applicable State laws and the City's internal Investment Policy.

The Operating Portfolio had a book value of about $22.9 million, up about $4 million from three months ago. This portfolio is appropriately liquid and its weighted-average maturity increased to about 147 days, from about 47 days last period, because of maturity purchases during the quarter.

The portfolio yield of 0.6% for the quarter is higher than the benchmark yield of 0.24%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The CO Debt Proceeds Portfolio balance decreased about $1.3 million due to payments for construction during the period. The portfolio remains appropriately liquid, with all of the funds available within one day. Its yield of 0.16% for the quarter is less than the benchmark yield of 0.24%. Also, the portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

LOCAL GOVERNMENT CLASS IN SCHOOL

LOCAL GOVERNMENT CLASS IN SCHOOL

Mayor Magers recognized a project that his 10 year old son Kennon did for a local government class in school. He made banners for three key things happening in Sherman that set Sherman apart from other Cities. The banners illustrated the great parks Sherman has and Austin College. After talking about the importance of water in the community, the third banner highlighted The Splash.

BUDGET CHALLENGES IN SHERMAN

BUDGET CHALLENGES IN SHERMAN

Mayor Magers said the City recently held a Budget Work Session where they discussed how tight things were in Sherman. However the main challenge in Sherman is now to sell the excess water available. Another challenge is how to balance the budget while still moving forward with capital improvements.

Sherman's problems are not the same problems that other Cities have such as who will be laid off this week or what service will be cut.

Mayor Magers said Sherman does have challenges, but is still in a lot better shape than many Cities.

EXECUTIVE SESSION

<u>EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)</u>
THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

SECTION 551.071	**CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION:** **RECEIVE THE CITY ATTORNEY'S BRIEFING ON POTENTIAL LITIGATION**
SECTION 551.072	**DELIBERATIONS REGARDING REAL PROPERTY:** **DELIBERATE REGARDING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY: BLALOCK INDUSTRIAL PARK / COMMERCIAL OVERLAY DISTRICT**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:25 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:45 p.m. and reconvened in Open Meeting.

OPEN MEETING

<u>OPEN MEETING</u>
Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

BLALOCK INDUSTRIAL PARK / COMMERCIAL OVERLAY DISTRICT

<u>DELIBERATE REGARDING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY:</u>
<u>BLALOCK INDUSTRIAL PARK / COMMERCIAL OVERLAY DISTRICT</u>

ACTION TAKEN.

> **Motion by Deputy Mayor Smith to authorize the Mayor to sign a termination of restrictions as it relates to the Blalock Fire Station in the 100 block of F.M. 1417 East. Second by Council Member Wacker.**

VOTING AYE: Magers, Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY:
MOTION CARRIED.

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:47 p.m.

____
MAYOR

____
CITY CLERK

SHERMAN
PARKS & RECREATION


PECAN GROVE
PARK

Pecan Grove Park

- Amphitheater with lawn seating

Pecan Grove Park

- 6 picnic pavilions

Pecan Grove Park

- Fishing Pier

Pecan Grove Park

- 2 playgrounds
  - (1) 2-5 age group
  - (1) 4-12 age group

Pecan Grove Park

- 6,300 ft. of 8’ wide concrete walking trail

Pecan Grove Park

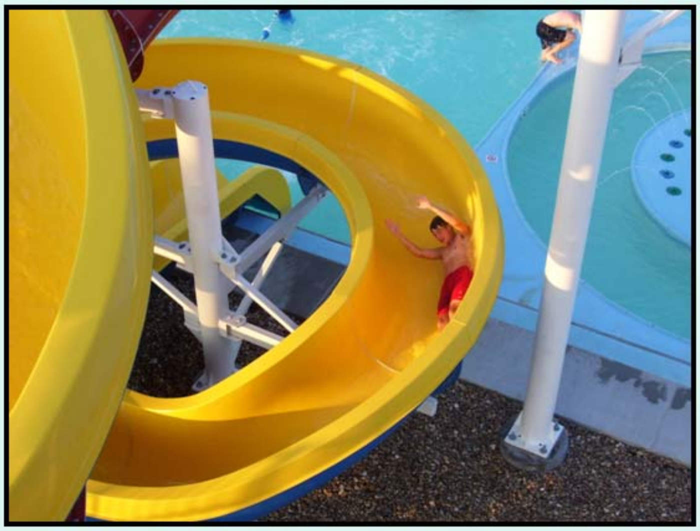
- Restroom/ concession building

Pecan Grove Park

- Anticipated Ribbon Cutting-July 3, 2010

The Splash

- Pool Opens- May 29
- 42,926 patrons in 2009
- Rentals
- Learn to Swim



Baseball & Softball

- **SYSA Teams**
  - 17 Rec Softball
  - 19 Intact Softball
  - 23 Rec Baseball
  - 19 Intact Baseball
  - Total of 418 Games
- **Tournaments**
  - April 24 & 25
    - 54 Teams
  - May 15 & 16
    - 51 Teams registered so far
- **Adult Softball Teams**
  - 25 Teams
  - Men's, Co-Ed, Men's Church, and Co-Ed Church
  - 125 Games

Soccer & Flag Football

- TSA Teams
  - 136 Youth Teams
    - 60 from Sherman
    - 584 Games
  - 6 Adult Teams
    - 29 Games
- Adult Flag Football
  - 8 Teams
    - 31 Games

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. A.5

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue

Due to unopposed candidates, the City of Sherman was able to cancel its Election this year. The official Statements of Elected Officer have been filed with the Sherman City Clerk; and Council Members may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Background

Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered by the City Clerk.

Origination

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation

It is recommended that the City Council Members take the Oath of Office.

Alternatives

There is no viable alternative.

Attachments

A copy of the Oath of Office is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

OATH OF OFFICE

I, ___(State Your Name)__

DO SOLEMNLY SWEAR,

THAT I WILL FAITHFULLY

EXECUTE THE DUTIES

OF ____(State Your Office)____

IN THE CITY OF SHERMAN

OF THE STATE OF TEXAS

AND WILL TO THE BEST OF MY ABILITY

PRESERVE, PROTECT, AND DEFEND

THE CONSTITUTION AND LAWS

OF THE UNITED STATES

AND OF THIS STATE

SO HELP ME GOD.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. A.6

COUNCIL ELECTION OF DEPUTY MAYOR

Issue

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally, the Deputy Mayor is elected at the Council meeting in May during which new members are sworn in. The Deputy Mayor presides at City Council meetings in the absence of the Mayor and may serve as substitute for the Mayor at meetings and events when the Mayor is unavailable.

Background

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor.

Origination

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives

There is no viable alternative.

Attachments

A copy of Article II, Section 3 of the City Charter is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur. (Ordinance 3048, sec. 2(3), adopted 4/5/75; Ordinance 4745, sec. 2, adopted 3/8/99)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager Date: 5-17-2010

Subject: Agenda Item No. B.1

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. 5490***
Awarding a Bid to and Authoring Execution of an Agreement with Landmark Bank, NA for the Lease-Purchase Financing of Capital Equipment

C.3 **** RESOLUTION NO. 5491***
Accepting the Contract with Lynn Vessels Construction, LLC as Complete for Construction of the Sherman Relief Sewer K4 Project, Phase I

C.4 **** RESOLUTION NO. 5492***
Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Incorporated for Evaluation of the Stephens #2 Trinity Well

C.5 **** RESOLUTION NO. 5493***
Authorizing Execution of an Encroachment Easement to Orion and Cheryl Carter for the Construction of a Swimming Pool which would Encroach Seven and One-Half Feet into a 15’ Drainage Easement in Block F, Lot 7 of the Pecan Grove Village Addition, to the City of Sherman (3811 Merrimac Drive)

D.1 **** CHANGE ORDER NO. 1***
Sherman Relief Sewer K4 Project: McGee Street to Turtle Creek West; Lynn Vessels Construction, LLC; $28,814.32, Decrease

D.5 **** OTHER BUSINESS***
Replat Approval of Lot 4, Block B, North Haven Addition and Lot 2-R of the Replat of Lots 1-3, Block B, North Haven Addition; Spavinaw Development, Owners, and Sartin and Associates, Inc., Surveyors (3112 and 3116 Rivercrest Drive)

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. C.1

RESOLUTION NO. 5489

Approving and Authorizing the Execution and Delivery of a "Contract for Water Supply Services" with the Greater Texoma Utility Authority in Relation to the Lake Texoma Water Storage Project; Resolving Other Matters Incident and Related to the Execution and Delivery of Such Contract

Issue

A Contract for Water Supply Services with the Greater Texoma Utility Authority (GTUA) for the acquisition of additional water storage in Lake Texoma.

Background

The City Council directed GTUA to pursue the purchase of additional water storage rights at Lake Texoma on behalf of the City of Sherman. These additional water rights will help ensure the availability of an ample water supply for the foreseeable future. GTUA has recently been notified that they were awarded an additional 50,000 acre-feet of storage capacity by the U.S. Army Corps of Engineers, of which 10,633 acre-feet have been allocated to the City of Sherman. This contract for Water Supply Services contractually obligates the City to repay to GTUA monies used to issue debt for the benefit of the City related to the purchase of these water rights. The City's prorated portion is about 21.27% of the total cost, the total of which is expected to be about $21.2 million. Thus, the City's portion is estimated at about $4.52 million.

Origination

Jerry W. Chapman, GTUA General Manager

Financial Consideration

The estimated annual debt service on $4.52 million is expected to be about $275,000 to $290,000, amounts of which will be paid to GTUA to reimburse them for their payments on the bonds.

Staff Recommendation

It is recommended that the City Council authorize the Mayor to execute the contract documents.

Alternatives

The City Council could choose not to acquire the additional water storage in Lake Texoma.

Attachments

Mr. Chapman's Correspondence of May 6, 2010; Resolution No. 5489; Contract Documents; Estimated Project Budget; and Water Right Permit

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

May 6, 2010

George Olson, City Manager
City of Sherman
PO Box 1106
Sherman, TX 75091

RE: Contract for Yield from Water Storage in Lake Texoma

Dear George:

Last month you were notified that the US Army Corps of Engineers had forwarded a contract to the Authority for the acquisition of 50,000 acre-feet of water storage in Lake Texoma for municipal and industrial uses. The Texas Commission on Environmental Quality recently approved an amendment to the Authority's Water Right Permit No. 4301B, which authorizes the withdrawal of an additional 50.4 million gallons per day (gpd) of water from Lake Texoma as a part of the new water storage contract.

The Authority is prepared to proceed with contracts that will guarantee the withdrawal of an additional 50.4 mgd for its member cities and other retail water providers. The Texas Water Development Board has issued a commitment to purchase a $21.3 million bond series to be sold by the Authority to finance the acquisition of the water storage capacity. The interest rate will be in the 2-2.5% range and is being financed through the Water Infrastructure Fund. This fund is authorized by the Texas Legislature to encourage necessary infrastructure development in Texas to meet 21st century water needs.

Fulbright & Jaworski, the Authority's bond counsel, has prepared a contract for your consideration. This contract will provide the revenue required to support the bond issue for the storage acquisition. The contract with all thirteen participating entities is the same except for the name and the amount of yield the entity is purchasing. The contract, along with a resolution is attached for your information and review. Also included is a breakdown of the $21.3 million costs associated with this acquisition. If you have any questions regarding the contract, please contract me and we will provide you with additional information.

In the interest of trying to complete the bond sale as early as possible in June, we would like to request you consider this at your May 17, 2010 meeting. I will plan to be present to respond to any questions and provide any additional information needed. I look forward to seeing you soon.

Sincerely,

Jerry Chapman

Jerry W. Chapman
General Manager

JWC:cc

Enclosures

RESOLUTION NO. 5489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A "CONTRACT FOR WATER SUPPLY SERVICES" WITH THE GREATER TEXOMA UTILITY AUTHORITY IN RELATION TO THE LAKE TEXOMA WATER STORAGE PROJECT; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE EXECUTION AND DELIVERY OF SUCH CONTRACT; 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 Greater Texoma Utility Authority (the "Authority") has determined to exercise its rights to an additional water storage source in Lake Texoma (the "Lake Texoma Water Storage Project") pursuant to the terms of a contract with the Texas Department of the Army, through the U.S. Army Corps of Engineers, and the City of Sherman, Texas (the "City") has determined to participate in such Water Storage Project; and

WHEREAS, a "Contract for Water Supply Services" has been prepared and submitted to this governing body for approval, and it has been determined by the City Council that the Contract is in the best interest of the City and should be approved and authorized to be executed;

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

SECTION 1. That the "Contract for Water Supply Services" by and between the Authority and the City, attached hereto as "Exhibit A" and incorporated herein for all purposes is hereby approved for and on behalf of the City. The Mayor and City Clerk of the City are hereby authorized and directed to execute such Contract for an on behalf of the City and as its act and deed of this City Council.

SECTION 2. That this Resolution shall take effect and be in full force from and after its adoption.

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 ________________, 2010.

CITY OF SHERMAN, TEXAS

BY: ________________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT A

CONTRACT FOR WATER SUPPLY SERVICES

CONTRACT FOR WATER SUPPLY SERVICES

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

THIS CONTRACT FOR WATER SUPPLY SERVICES ("Contract") is made and entered into as of May 17, 2010 (the "Effective Date") by and between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended by Chapter 398 Acts of the 68th Legislature, Regular Session, 1983 and Acts of the 78th Legislature, Regular Session, 2003 (the "Act"), and the CITY OF SHERMAN, a municipal corporation operating in the County of Grayson, Texas (hereinafter referred to as the "Purchaser"), duly created and existing under the laws of the State of Texas:

WITNESSETH:

WHEREAS, the Flood Control Act of 1938 (Public Law HD 541, 75th Congress, 3rd Session), authorized the construction, operation, and maintenance of the Lake Texoma (Denison Dam) on the Red River; and

WHEREAS, Section 838 of the Water Resources Development Act of 1986, Public Law 99-662, authorized the reallocation from hydropower storage to water supply storage, in increments as needed, up to an additional 150,000 acre-feet of water for municipal, industrial, and agricultural water users in the State of Texas, including the Authority; and

WHEREAS, the Department of the Army, through the U.S. Army Corps of Engineers, has reallocated the storage in Lake Texoma accordingly; and

WHEREAS, pursuant to such reallocation, the Authority has contracted with the Department of the Army for 50,000 acre-feet of additional storage in Lake Texoma (the "COE Contract"); and

WHEREAS, the Authority has also filed an application with the Texas Commission on Environmental Quality ("Commission") for a water right (the "Water Right") authorizing the diversion and use of up to 56,500 acre-feet of water per annum for municipal, industrial and agricultural purposes, which the Authority's additional storage in Lake Texoma will yield; and

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue its bonds for the purposes of securing an additional source of supply of water for the Purchaser; and

WHEREAS, certain revenues to be received by the Authority from the Purchaser under this Contract are to be pledged to the payment and security of the bonds to be issued by the Authority and will constitute the basis for the Authority's credit in financing the acquisition of such storage and securing such water rights and issuing such bonds; and

(g) "Contract" shall mean this services agreement between the Authority and the Purchaser, which the parties have executed pursuant to Local Government Code Sec. 271.151, et. seq. and Government Code Sec. 791.026.

(h) "Cost of the Project" shall mean all cost and expense incurred in connection with the acquisition of the Project, including, without limiting the generality of the foregoing, the cost to the Authority of the acquisition, management, and administration of all storage space in Lake Texoma pursuant to the COE Contract and the costs of securing, managing, and administering the Water Right, the financing charges, interest costs, and the Authority's administrative expenses expected to accrue in connection with such acquisition, the funding of any reserve funds created by the Bond Resolution(s), the cost of engineering and legal services, plans, specifications, surveys, other expenses necessary or incident to the Authority's determination of the feasibility and practicability of acquiring the Project, and such other expenses as may be necessary or incident to the Authority's acquisition and management of the Project, and all legal fees, printing and other cost, fees and expenses necessary for or incident to the issuance of the Bonds.

(i) "Fiscal Year" shall mean the twelve-month operating period (under this Contract) commencing October 1st of each year, provided such twelve-month period may be changed one time in any three calendar year period by agreement of the Authority and the Purchaser (which agreement, if made, shall be attached hereto as an exhibit).

(j) "Maintenance and Operation Expense of the Project" shall mean the Authority's expense of maintenance, management, and operation of the Project including operations and maintenance expenses associated with the COE Contract, all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient services to the Purchaser, or which might be necessary to meet some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation.

(k) "Project" shall mean, collectively, the total water supply authorized to the Authority by way of the Water Right, a portion of which supply is contracted to the Purchaser pursuant to and for the term of this Contract, with such supply being made available to the Authority pursuant to its rights under the COE Contract, which are to be or have been (i) acquired in order to meet the contractual obligations hereunder and (ii) financed by the Authority through the issuance of Bonds, to the extent the same are payable from the money paid or required to be paid by the Purchaser under this Contract or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project described in each ordinance, order, or resolution of the Purchaser, duly passed prior to or subsequent to the date of this Contract, authorizing the issuance of Bonds by the Authority to finance the Cost of the Project.

(l) "Purchaser" shall mean the City of Sherman, Texas.

(m) "Utility System" shall mean the Purchaser's water and sewer utility system.

(n) "Water Conservation Plan" shall mean the Authority's water conservation and drought contingency plan, as same may be amended from time to time by the Authority, and as approved by the Commission.

(o) "Water Right" shall mean the water right appropriation issued by the Commission to the Authority authorizing the diversion and use not to exceed 56,500 acre-feet of water per annum for municipal, industrial and agricultural purposes.

ARTICLE II
REPRESENTATIONS AND AGREEMENTS

SECTION 2.01. The Purchaser's Representations and Agreements. The Purchaser represents to the Authority and agrees with the Authority as follows:

(a) It is empowered under applicable laws of Texas to enter into the engagements prescribed for it under this Contract, including the services afforded hereunder, and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract.

(b) It will timely pay to the Authority the full amount it is required to pay under the provisions of this Contract for the water supply made available by the Project, pursuant to Sec. 3.02 hereof.

(c) It will plan, construct, maintain, operate and finance its own Utility System and set retail rates to individual customers for utility service adequate to pay all Purchaser obligations secured by and made payable from the revenues derived from the operation of the Purchaser's Utility System.

(d) It will cooperate with the Authority in the performance of the duties and responsibilities assigned to the Authority by this Contract.

(e) At such time as the Purchaser needs all or part of the water supply and services it has contracted for under this Contract, the Purchaser will have the right to further contract with the Authority for the financing, construction, operations and maintenance of such facilities as are necessary for the diversion, treatment, and/or delivery of such supplies.

(f) It will comply with the Water Conservation Plan in all respects, and will adopt, implement, and enforce water conservation measures that are consistent with the provisions of the Water Conservation Plan; and, it will comply with all applicable water conservation plan and reporting requirements of the Commission and the Texas Water Development Board.

(g) During the term of this Contract it will continue to own, operate, and manage the Utility System, and it will not sell or convey more than ten percent (10 %) of the water supply it has contracted for under this Contract to non-governmental entities under contracts that would result in a private business use of the Utility System for federal income tax purposes.

(h) Following the Authority's full payment of the principal and interest on the Bonds, the Purchaser will continue to make payments to the Authority for the Authority's operations, maintenance, and administrative costs associated with the Project, for the remaining term of the Contract.

(i) During and following the Purchaser's payment of its portion of the Authority's bonded indebtedness on the Project, the Authority will own the Project in its entirety, and Purchaser shall have the right during the term of this Contract to a supply of water from the Project, in accordance with the provisions of Section 2.03 hereof.

SECTION 2.02. Representations and Agreements of Authority. The Authority represents to the Purchaser and agrees with the Purchaser as follows:

(a) In its capacity as a conservation and reclamation district created by the Act, pursuant to Article XVI, Section 59 of the Texas Constitution, it is empowered under applicable laws of the State of Texas, particularly under the Act, the Interlocal Cooperation Act, V.T.C.A. Government Code, Ch. 791, et. seq., and the Texas Water Code, to enter into the engagements prescribed for it under this Contract, including the services afforded hereunder, and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this Contract.

(b) It will finance all Cost of the Project on behalf of the Purchaser and the Authority's other customers.

(c) It will cooperate with the Purchaser in the performance of the duties and responsibilities assigned to the Purchaser by this Contract.

(d) At such time as the Purchaser needs all or part of the water supply it has contracted for under this Contract, the Authority will have the right to further contract with the Purchaser for the financing, construction, operations and maintenance of such facilities as are necessary for the diversion, treatment, and/or delivery of such supplies.

SECTION 2.03. Purchase of Supply in Place. The Purchaser shall have the right to 21.27 per cent (%) of the total water supply made available through the Authority's ownership of the Project, up to but not exceeding 10,633 acre-feet of water per annum or 10,718,064 gallons per day ("MGD"), for the term of and subject to the conditions of this Contract. However, the Purchaser recognizes and acknowledges that i) the Project's yield, and therefore the amount of water to which Purchaser is entitled hereunder, may be subject to reduction during the term of this Contract due to force majeure conditions, including drought or siltation conditions, or TCEQ or COE requirements, or other factors beyond the control of the parties, and ii) the services afforded by the Authority hereunder do not include the provision of facilities or infrastructure necessary to divert, treat and/or deliver water to the Purchaser and that a supplemental contract will be required in order for the Authority to divert, treat, and/or deliver water to the Purchaser.

ARTICLE III
FISCAL MATTERS

SECTION 3.01. Payment for Service. The Authority will provide from the proceeds received through the issuance and sale of its Bonds such funds as are necessary for the purpose of acquiring the Project. The Purchaser hereby covenants and agrees to make payments to the Authority equal to amounts sufficient to pay 21.27% of the total debt service on the Bonds (together with 21.27% of all other payments, fees, and charges due to the Authority hereunder). It is further understood and agreed that a critical component of the Authority's funds to pay the principal of and interest on its Bonds is from the payments to be made by the Purchaser to the Authority under this Contract, and the Purchaser agrees that it will make to the Authority the following payments, as applicable, following the Effective Date and continuing during the term of this Contract, for the services afforded by the Authority hereunder:

(a) Monthly amortization payment: such amounts, payable monthly on or before the 10th day of each month, in approximately equal installments, as are necessary to pay (i) the principal coming due on the Authority's Bonds on the next succeeding principal payment date; (ii) the interest coming due on the Authority's Bonds on the next succeeding interest payment date; and (iii) the fees and charges of the paying agent(s) for paying or redeeming the Bonds and interest thereon coming due on each applicable date.

(b) Reserve Fund Payment: such amount as is required to be paid into the Reserve Fund from the Revenue Fund (out of payments to be made by the Purchaser) under the Bond Resolution in order to establish, maintain or replenish the Reserve Fund for the security and payment of Bonds.

(c) Administrative Payment: an amount sufficient to pay the administrative and overhead expenses of the Authority, directly attributable and chargeable to the Bonds and the Project, including but not limited to the cost of routine annual accounting reports and the costs of all continuing disclosure undertakings.

(d) Extraordinary Expense Payment: such amounts, as are necessary to pay or reimburse the Authority for any extraordinary or unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, such as expenses of litigation, if any, and costs of special studies and special professional services, if and when required by any governmental directive or regulation or as may be agreed between the Purchaser and the Authority.

(e) The cost of Maintenance and Operation Expense of the Project.

SECTION 3.02. Time for Making of Payments. The Purchaser agrees to make the payments required by Section 3.01 at the times hereafter specified:

(a) Monthly Amortization Payments: the Purchaser shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds; provided that such payments shall commence in no event later than the earlier of (i) twelve-months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which moneys are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the Contract until the Bonds are retired and shall be adjusted by the Purchaser so as to provide for the accumulation of the full amount of debt service requirements (principal, interest and paying agent fees due on any given payment date) on or before the first day of the month such debt service requirements become due.

(b) Reserve Fund Payment: the Purchaser shall commence making these payments as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds issued to acquire the Project, and upon the issuance of additional Bonds, if any, shall increase the payments in accordance with the Resolution authorizing such additional Bonds. These payments shall be made until the Bonds are retired.

(c) Administrative Payment: the Purchaser shall commence making the administrative payment on the 10th day of the month following the effective date of this Contract, and thereafter such payment shall be made on the 10th day of each month thereafter throughout the term of this Contract.

(d) Extraordinary Expense Payment: during the term of this Contract, the Purchaser shall make any extraordinary expense payment immediately upon receipt of the statement therefor.

(e) Maintenance and Operation Expense Payment: the Purchaser shall pay the amount which the Authority determines shall be required for Maintenance and Operation Expenses of the Project pursuant to the COE Contract, such payments to be made within thirty (30) days following the receipt by the Purchaser from the Authority of the invoice for such expenses, throughout the term of this Contract. An annual budget shall be prepared by the Authority at least thirty (30) days prior to the beginning of each Fiscal Year; the budget shall then be submitted to the Purchaser which may indicate exceptions or suggestions, which shall then be considered by the Board. If an annual budget is found to be insufficient or excessive, the parties agree the same shall be taken into consideration by an amendment as well as the budget for the following year, with the view that additional payments shall be made or credit shall be given so that expenditures match receipts over the Fiscal Year or an adjustment is made in the following month.

SECTION 3.03. Maintenance and Operation of the Project. Unless otherwise agreed by the parties, it is agreed that the Authority will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The Authority hereby agrees and covenants to operate and maintain the Project in accordance with accepted good business and engineering practices and in accordance with all applicable federal and state laws, including any rules and regulations issued by appropriate agencies in the administration of said laws.

SECTION 3.04. Covenant of Timely Payment. The Purchaser covenants that it will timely make (i) the monthly amortization payments and (ii) the additional payments specified hereunder in accordance with the provisions of this Contract as the same shall become due and payable, irrespective of whether service of the Project has been abandoned or discontinued, or if the Project has been rendered wholly or partially unusable by reason of "force majeure". The Purchaser recognizes the fact that the Authority will use the payment received from the Purchaser hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely upon the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the Purchaser.

SECTION 3.05. Late Payment Penalty. Should the Purchaser fail to make any payment at the time herein specified, interest on such amounts shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.06. Priority of Charges - Purchaser to Fix Adequate Rates.

(a) The Purchaser represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the Utility System.

(b) The Purchaser further agrees to fix and collect such rates and charges for utility services to its customers as will make possible the prompt payment of all expenses of operating and maintaining the Utility System, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.07. Nature of Obligation of Purchaser. The payments required to be made by the Purchaser under the terms of this Contract shall be due and payable in any and all events and without regard to whether the water supply secured by the Authority pursuant to the Project are ever diverted, treated and/or delivered to the Purchaser for use. The agreements of the Purchaser shall be and are separate and independent covenants and the Purchaser shall have no rights of set off, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the Purchaser out of funds raised or to be raised by taxation. Any obligations assumed or imposed on either party hereto shall never be construed to be a debt of such party of a kind that would require it to levy and collect taxes to discharge any such obligation, it being expressly understood by the parties hereto that the funds required for all payments due from the Purchaser pursuant to this Contract are to be collected from the sources referenced herein, and from no other source.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 4.01. Contract Term. The term of this Contract shall commence with the effective date of this Contract, and continue through the period during which the Bonds are outstanding and unpaid and the useful life of the Project.

SECTION 4.02. Useful Life of Project. The Purchaser and Authority agree and mutually find that the anticipated useful life of the Project is the period during which the Lake Texoma/Denison Dam are physically capable of storing the water allocated to the Authority pursuant to the COE Contract, and that such period equals or exceeds the period specified in the Bond Resolution(s) for the maturity of all Bonds authorized to be issued.

SECTION 4.03. Abandonment of Project. The abandonment of the Project shall have no effect upon the obligations of the Purchaser to the Authority provided for by this Contract and all payments provided for by this Contract shall remain obligations of the Purchaser of the same nature as provided for by this Contract.

SECTION 4.04. Modification of Provisions. This Contract may be changed and modified only with the consent of the governing bodies of the Authority and the Purchaser. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representative shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will affect adversely the payment when due of all moneys required to be paid by the Purchaser under the terms of this Contract and no such change will be effective which affects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

SECTION 4.05. Regulatory Provisions. This Contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 4.06. Taxes. In the event any sales or use taxes, or taxes of any nature, are hereafter imposed upon the Project or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.07. Title to and Liability for Water. Title to all water storage acquired by the Authority pursuant to the COE Contract and all water supply secured by the Authority pursuant to the Water Right shall be in the Authority. Title to all water supplied to the Purchaser through diversion, treatment, and/or delivery facilities shall be in Authority up to the point water is delivered to Purchaser, at which point title to and liability for such water shall pass to Purchaser.

SECTION 4.08. Notices. Any notice, request, demand, statement or bill provided for in this Contract shall be in writing and shall be considered to have been fully delivered when sent by registered mail, addressed as follows:

To the Authority:	5100 Airport Drive Denison, Texas 75020 Attention: General Manager
To the Purchaser:	P. O. Box 1106 Sherman, Texas 75091-1106 Attention: City Manager

as the case may be, except that routine communications may be sent by ordinary mail and except that either party, by the filing of an appropriate written notice to the other, may specify some other individual to whom communications thereafter are to be addressed.

SECTION 4.09. Covenant to Enforce Contractual Obligations. The Authority covenants that it will enforce the obligations of the Purchaser hereunder as may be required to accomplish the purpose of this Contract. Either party may enforce any obligations hereunder owed to it by the other party.

SECTION 4.10. Consequences of Purchaser Default. The Authority and the Purchaser agree that in the event of default or threatened default, in the payment of principal of or interest on the Bonds, any court of competent jurisdiction upon petition of the holders of twenty five percent (25%) of the principal amount of the then outstanding Bonds of the Authority shall appoint a receiver with Authority to collect and receive all resources pledged to the payment of the Bonds, enforce all rights arising from default, if any, by the Purchaser in making payment under this Contract, and take charge of the pledged funds on hand and manage the proprietary affairs of the Authority insofar as such affairs relate to the Project. The court may further vest the receiver with such powers and duties as the court may find necessary for the protection of the holders of the Bonds.

SECTION 4.11. Further Agreements of the Parties. The parties hereto specifically recognize that to the extent the Purchaser has heretofore issued, sold and delivered revenue bonds that were and are payable from and secured by a lien on and pledge of the revenues of its utility system, and to the extent such bonds so issued and delivered are outstanding, the Purchaser has disclosed to the Authority the existence and terms of all such bonds.

Additionally, the Purchaser represents to the Authority that:

(a) There is no provision in any ordinance of the Purchaser which prohibits the Purchaser from entering into and executing this Contract.

(b) The execution of this Contract and the operation thereunder will not in any way impair the obligation of contract by and between the Purchaser and any other person. The Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the Purchaser.

SECTION 4.12. Control of Project by Authority. The parties hereto recognize and it is specifically agreed that during the term of this Contract, the Authority shall have the exclusive right to the use and utilization of the Project, for the benefit of the Purchaser and other customers of the Authority; and, that the Authority may control and manage the Project and the services afforded hereunder by the Authority.

Except as specified in this Article, the abandonment of the use of all or part of such Project has no effect upon the obligations of the parties.

SECTION 4.13. Force Majeure.

(a) If for any reason of "force majeure" either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, other than the obligation of Purchaser to make the payments required under the terms of Section 3.01 hereof, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied upon, the obligation of the party giving such notice, so far as it is affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lock outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lock outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lock outs by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason for force majeure shall relieve the Purchaser from its obligations to make the payments required under the terms of Section 3.01 hereof.

(b) No damage shall be recoverable from Authority by reason of the suspension of the Project due to any of the causes above mentioned. If the Authority's ability to own or manage the Project is affected by any of such causes, the Authority shall promptly notify the Purchaser in writing giving the particulars as soon as possible after the occurrence of the cause or causes.

SECTION 4.14. Bond Approval by the Purchaser.

(a) Prior to the issuance and delivery of any Bonds which are (i) payable as to principal, interest or redemption premium out of the debt service payments, or (ii) to provide facilities or service or any item which is to be maintained by the Authority utilizing any part of the base monthly payments, the Purchaser shall approve the issuance thereof as provided in this Section.

(b) If the Bonds are to be sold at a public sale, the governing body of the Purchaser shall, by resolution or ordinance, approve (i) the "Notice of Sale" issued or proposed to be issued by the Authority prior to their delivery; and, (ii) the facilities to be acquired; or, if the Bonds are to be negotiated, or are refunding Bonds, the governing body of the Purchaser shall, by resolution or ordinance approve either (i) the form of purchase agreement or (ii) the resolution authorizing the issuance of the Bonds.

(c) If the Bonds are to be exchanged for property or services or are to be privately placed, the governing body of the Purchaser shall, by resolution or ordinance, approve (i) the form of the resolution adopted or to be adopted by the governing body of the Authority which authorizes the issuance of such Bonds; and (ii) the facilities to be constructed or acquired, or the services to be provided.

(d) The Purchaser and the Authority agree that the holders of the Bonds, and each party deemed a holder of a Bond by virtue of subrogation to the rights of the holders of the Bonds or otherwise, shall be express third-party beneficiaries of this Contract and shall have all available remedies pertaining to enforcement of this Contract.

SECTION 4.15. Severability. The parties hereto agree that if any of the provisions of this Contract contravene or be held invalid under the laws of the State, same shall not invalidate the whole Contract, but it shall be construed as though not containing that particular provision, and the rights and obligations of the parties shall be construed and in force accordingly.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By:______________________________
General Manager

CITY OF SHERMAN, TEXAS

(City Seal)

By:______________________________
Mayor

ATTEST:

____
City Clerk

CERTIFICATE OF CITY CLERK

THE STATE OF TEXAS	§	
	§	
COUNTY OF GRAYSON	§	
	§	
CITY OF SHERMAN	§	

I, the undersigned, City Clerk of the City of Sherman, Texas, DO HEREBY CERTIFY as follows:

1. On the 17th day of May, 2010, the City Council of the City of Sherman, Texas, convened in regular session at its regular meeting place of said City; the duly constituted members of the Council being as follows:

BILL MAGERS		MAYOR
JOE N. SMITH	)	DEPUTY MAYOR
WILLIE STEELE	)	
CAROLYN S. WACKER	)	COUNCIL MEMBERS
PAMELA L. HOWETH	)	
ROBERT G. SOFTLY	)	
DAROLD P. ADAMI	)	

all of said persons were present at said meeting, except the following: ______________. Among other business considered at said meeting, the attached resolution entitled:

> A RESOLUTION approving and authorizing the execution and delivery of a "Contract for Water Supply Services" with the Greater Texoma Utility Authority in relation to the Lake Texoma Water Storage Project; and resolving other matters incident and related to the execution and delivery of such contract.

was introduced and submitted to the Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

_____ voted for ___ voted "Against" _____ abstained

all as shown in the official Minutes of the Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council of the City on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Council; and that said meeting, including the subject of the entitled resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551 of the Texas Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said City, this 17th day of May, 2010.

City Clerk
City of Sherman, Texas

(CITY SEAL)

TWDB Project Name: Lake Texoma Water Storage
Project #: 21688

ESTIMATE PROJECT BUDGET

Uses	TWDB Funds	Other Funds	Total Cost	Category	Qty./Size
Administration	$15,000	$0	$15,000	Purchase of Water Storage	mgd
Basic Engineering Fees Planning Design Construction	$0		$0 $0 $0		lin. ft.
Subtotal Basic Engineering Fees	**$0**	**$0**	**$0**	Purchase of Water Storage	
Special Engineering Services Environmental Surveying Geotechnical/Testing Inspection Permitting O&M Manual	$100,000	$0	$0 $0 $0 $0 $100,000 $0	Purchase of Water Storage	mgd
Subtotal Special Engineering Fees	**$100,000**	**$0**	**$100,000**	Purchase of Water Storage	lin. ft.
Contingency	$21,500	$0	$21,500	Purchase of Water Storage	gallons
Construction	$0	$0	$0	Purchase of Water Storage	gallons
Easements/Land Acquisition	$0	$0	$0	Purchase of Water Storage	each
Fiscal Fees (Financial Advisor)	$67,400	$0	$67,400	Purchase of Water Storage	each
Legal Fees (Bond Counsel, General Counsel, AG)	$135,860	$0	$135,860	Purchase of Water Storage	mgd
Bond Issuance (Printing, TCEQ fees)	$1,480	$0	$1,480	Purchase of Water Storage	lin. ft.
Bond Reserve Fund	$1,400,000	$0	$1,400,000	Purchase of Water Storage	mgd
Insurance or Surety Costs	$0	$0	$0	Purchase of Water Storage	lin. ft.
Origination Fees	$0	$0	$0	**Other:**	**each**
Water Rights (If Applicable)	$66,500	$0	$66,500	Purchase of Water Storage	
Capacity Buy-In (If Applicable)	$19,422,260	$0	$19,422,260	Purchase of Water Storage	
TOTAL COSTS	**$21,230,000**	**$0**	**$21,230,000**	Purchase of Water Storage	

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 26, 2010

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

CERTIFIED MAIL

RE: Greater Texoma Utility Authority
WRPERM 4301
CN600339725, RN102589660
Water Use Permit No. 4301B
Texas Water Code §§11.122, 11.046, and 11.085, Requiring Published and Mailed Notice
The Red River, Red River Basin
Grayson, Cooke, and Fannin Counties

Dear Mr. Chapman:

Enclosed is a certified copy of the above referenced document.

The applicant, Greater Texomá Utility Authority, is instructed to ensure that the official record of this water right amendment is filed with the County Clerk of the county in which the appropriation is to be made.

The applicant is responsible for making payment arrangements with the Grayson and Cooke County Clerks Offices for filing its documents in the official records. An additional certified copy is enclosed for the purpose of filing with the appropriate County Clerk.

As proof of filing, please ensure that the enclosed cards are completed by the Grayson and Cooke County Clerks Offices and returned to the Water Rights Permitting & Availability Section (MC 160), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087.

This action is taken under the authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Should you have questions, please contact Mr. Craig Mikes of the Texas Commission on Environmental Quality's Water Rights Permitting & Availability Section at (512) 239-5049, or if by correspondence, include MC 160 in the letterhead address below.

Sincerely,

Linda Brookins

Linda Brookins, Director
Water Supply Division

LB/cm

Enclosures

P.O. Box 13087 Austin, Texas 78711-3087 512-239-1000 Internet address: www.tceq.state.tx.us

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AMENDMENT TO A
WATER USE PERMIT

APPLICATION NO. 2006B	PERMIT NO. 4301B		TYPE §§11.122, 11.046, 11.085
Permittee:	Greater Texoma Utility Authority	Address:	5100 Airport Drive Denison, Texas 75020-8448
Filed:	November 24, 2009	Granted:	APR 20 2010
Purpose:	Municipal, Industrial, and Agricultural	County:	Grayson, Cooke, and Fannin
Watercourse:	Red River	Watershed:	Red River Basin

WHEREAS, pursuant to a water supply contract for the use of 22,600 acre-feet of storage in Lake Texoma, owned by the United States Army Corps of Engineers, located on the Red River, Red River Basin, Water Use Permit No. 4301 (Application No. 2006) authorizes Greater Texoma Utility Authority (GTUA) to divert not to exceed 25,000 acre-feet of water per year from the perimeter of Lake Texoma at a maximum diversion rate of 310 cfs (138,890 gpm) for municipal and industrial purposes; and

WHEREAS, Water Use Permit No. 4301 (Application No. 2006) also authorizes GTUA to transfer that 25,000 acre-feet of water to Lake Lavon for use in the North Texas Municipal Water District's service area in the Trinity and Sabine River Basins and/or to the City of Sherman for use in the Red and Trinity River Basins; and convey that 25,000 acre-feet of water using the bed and banks of West Prong Sister Grove Creek, Sister Grove Creek, the East Fork Trinity River, and Lake Lavon for subsequent diversion and use. Multiple diversion rates, time priorities, and special conditions apply; and

WHEREAS, the Water Resources Development Act of 1986 (Act) provides for the reallocation of 300,000 acre-feet of storage in Lake Texoma from hydropower to municipal and industrial uses, half of which is allocated to the State of Oklahoma and half to the State of Texas. Of Texas' share of the additional storage, 50,000 acre-feet of storage is designated in the Act to be contracted to GTUA. GTUA has determined that the additional 50,000 acre-feet of storage results in an additional 56,500 acre-feet per year of firm yield; and

WHEREAS, GTUA seeks to amend Water Use Permit No. 4301 (Application No. 2006) to authorize the use of an additional 50,000 acre-feet of storage in Lake Texoma; divert and use an additional 56,500 acre-feet of water per year from the perimeter of Lake Texoma for municipal, agricultural, and industrial purposes within its service area in Cooke, Fannin, and Grayson Counties; authorize an exempt interbasin transfer of the 56,500-acre-foot portion of water from Cooke, Fannin, and Grayson Counties, in the Red River Basin, to the portions of those counties also located within its service area in the Trinity River Basin; and to reuse the return flows associated with the use of the additional 56,500 acre-feet of water per year from Lake Texoma (subject to obtaining future authorizations, identifying points of discharge and diversion, and satisfying TWC §11.042 requirements); and

WHEREAS, GTUA does not seek to change the diversion points, the diversion rate currently authorized in Permit No. 4301, as amended, nor does it seek to use the bed and banks of any state streams for the additional water it seeks to divert and use by this amendment; and

WHEREAS, this application is subject to the obligations of the state of Texas pursuant to the terms of the Red River Compact; and

WHEREAS, the Texas Commission on Environmental Quality finds that jurisdiction over the application is established; and

WHEREAS, the Executive Director recommends special conditions be included; and

WHEREAS, no requests for a contested case hearing were received for this application; and

WHEREAS, the Commission has complied with the requirements of the Texas Water Code and Rules of the Texas Commission on Environmental Quality in issuing this amendment;

NOW, THEREFORE, this amendment to Water Use Permit No. 4301 (Application No. 2006), designated Water Use Permit No. 4301B, is issued to Greater Texoma Utility Authority subject to the following terms and conditions:

1. IMPOUNDMENT

In addition to previous authorizations for 22,600 acre-feet of storage in the United States Army Corps of Engineers-owned (USACE) Lake Texoma, Permittee, pursuant to the Water Resources Development Act of 1986 and a contract with the USACE, is now authorized an additional 50,000 acre-feet of storage in Lake Texoma, for a combined total of 72,600 acre-feet.

2. USE

A. In addition to the previous authorizations to divert and use not to exceed 25,000 acre-feet of water per year from Lake Texoma for municipal and industrial purposes in the Red River Basin, Permittee is also authorized to divert and use not to exceed an additional 56,500 acre-feet of water per year from Lake Texoma for municipal, industrial, and agricultural purposes within Greater Texoma Utility Authority's service area in Cooke, Fannin, and Grayson Counties.

B. In addition to the previous authorization for an interbasin transfer for 25,000 acre-feet of water per year from Lake Texoma in the Red River Basin to the Trinity and Sabine River Basins for municipal and industrial purposes, Permittee is authorized an additional interbasin transfer for the 56,500 acre-feet of water per year authorized by this amendment from Lake Texoma in the Red River Basin to the Trinity River Basin for municipal, industrial, and agricultural purposes in Permittee's service area located in Cooke, Fannin, and Grayson Counties.

C. Permittee is authorized to reuse the return flows attributable to the use of the additional 56,500 acre-feet of water per year from Lake Texoma authorized by this amendment.

3. DIVERSION

A. Permittee is authorized to divert water authorized by this amendment from the perimeter of Lake Texoma in the Red River Basin.

B. Permittee is authorized to divert water at the point authorized by Water Use Permit No. 4301 and this amendment at a maximum combined diversion rate of 310 cfs (138,89 gpm).

4. PRIORITY DATES

The time priority for the additional storage, diversion, and use of water authorized by this amendment is November 24, 2009.

5. CONSERVATION

Permittee shall implement water conservation plans that provide for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, or prevent the pollution of water, so that a water supply is made available for future or alternative uses. Such plans shall include a requirement that in every wholesale water contract entered into, on or after the effective date of this amendment, including any contract extension or renewal, that each successive wholesale customer develop and implement conservation measures. If the customer intends to resell the water, then the contract for resale of the water must have water conservation requirements so that each successive wholesale customer in the resale of the water be required to implement water conservation measures.

6. SPECIAL CONDITIONS

A. Prior to reuse of the return flows resulting from the use of the 56,500 acre-feet of additional diversion rights authorized by this amendment, Permittee must apply for and be granted specific points of discharge and diversion and the appropriate authorizations to transfer such return flows through state water courses pursuant to TWC §11.042.

B. Prior to use of the additional 56,500 acre-feet of water authorized by this amendment, Permittee must have a signed contract with the United States Army Corps of Engineers authorizing the use of the additional storage described in Paragraph 1. IMPOUNDMENT.

C. The additional authorizations described in Paragraphs 2. USE and 3. DIVERSION are subject to the continued maintenance of the *Water Storage Agreement Between The Department Of The Army And The Greater Texoma Utility Authority For*

Reallocated Water Storage Space In *Lake Texoma, Oklahoma And Texas* between Permittee and the United States Army Corps of Engineers, and any amendments thereof. Upon expiration of the contract, Permittee shall immediately cease diversion and use of the additional water supply authorized for use in Paragraph 2. USE and for diversion in Paragraph 3. DIVERSION and either apply to amend the authorization, or voluntarily forfeit the amendment. The Commission shall be notified immediately by Permittee upon amendment or expiration of the contract and provided with copies of appropriate documents effectuating such changes.

D. Permittee is prohibited from discharging the water authorized for diversion and use herein into any stream, unless Permittee applies for and is granted the authorization to do so.

E. New or modified intake structures at the diversion points authorized under this amendment shall minimize potential adverse impacts due to entrainment and impingement of aquatic resources by providing screens on the intake structures with a mesh size of no greater than 0.25 inches and a maximum flow-through screen velocity of 0.5 feet per second.

This amendment is issued subject to all terms, conditions, and provisions contained in Water Use Permit No. 4301 (Application No. 2006), as amended, except as specifically amended herein.

This amendment is issued subject to all superior and senior water rights in the Red River Basin.

This amendment is issued subject to the obligations of the State of Texas pursuant to the terms of the Red River Compact.

Permittee agrees to be bound by the terms, conditions and provisions contained herein and such agreement is a condition precedent to the granting of this amendment.

All other matters requested in the application which are not specifically granted by this amendment are denied.

This amendment is issued subject to the Rules of the Texas Commission on Environmental Quality and to the right of continuing supervision of State water resources exercised by the Commission.

For the Commission

Date issued: **APR 20 2010**

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5490***

Awarding a Bid to and Authoring Execution of an Agreement with Landmark Bank, NA for the Lease-Purchase Financing of Capital Equipment

Issue

Award of financing for the lease-purchase of various pieces of capital equipment.

Background

As part of the fiscal year (FY) 2010 budget process, the Council authorized the purchase of several large additions to the City's fleet, including an aerial ladder truck and a street sweeper. This equipment was ordered in October 2009 and has already been put into the City's fleet rotation, except for the aerial ladder truck for the fire department, which is being put into service this month. Because these were large dollar purchases, the staff budgeted for and recommended lease-purchase financing of this equipment to spread out the purchase cost over the useful life of the equipment.

The City received responses from two companies, both of which have branches locally. The low bidder, Landmark Bank, NA, submitted a rate of 3.40% over the requested seven-year term.

Origination

Finance

Financial Consideration

Annual debt service on $1,372,140 will be about $220,000, the partial first year amount of which was budgeted for fiscal year 2009-2010.

Staff Recommendation

It is recommended that the Council award the lease-purchase financing of capital equipment to Landmark Bank, NA and authorize the City Manager to execute the lease documents in substantially similar form to that presented in the attachment.

Alternatives

The Council could instruct staff to seek alternative forms of financing. This could not be recommended at this time because lease-purchase financing is the most expedient and least expensive long-term debt to issue.

Attachments

Resolution No. 5490; Sample Lease-Purchase Agreement

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5490

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH LANDMARK BANK, NA FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; 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 bid acquired by Landmark Bank, NA for the lease-purchase financing of capital equipment on behalf of the City of Sherman, Texas, is hereby awarded, in accordance with all bid documents and conditions.

SECTION 2. That it is anticipated there will be a Lease Agreement to be entered into between the City of Sherman, Texas, and Landmark Bank, NA, substantially similar to the agreement attached hereto as Exhibit "A" and that the City Manager, subject to the approval of the City Attorney, is hereby authorized and directed to execute the appropriate Lease Agreement upon the terms and conditions he deems appropriate and substantially similar to those contained in Exhibit "A".

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 ________________, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________ **BY:** ________________________________

LINDA ASHBY, CITY CLERK **BILL MAGERS, MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________

BRANDON S. SHELBY, CITYATTORNEY

LANDMARK BANK, N.A.

LEASE - PURCHASE AGREEMENT

LEASE made effective this ____ day of ______________, 20 , by and between LANDMARK BANK, N.A., P.O. Box: ., hereinafter referred to as the Lessor, and CITY OF __________________________, TEXAS, P.O. Box _______, _____________, Texas _____________, hereinafter referred to as the Lessee. In consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE I
LEASE

Equipment Leased. The Lessor hereby leases to the Lessee and the Lessee hereby leases and hires from the Lessor, the following equipment and other property described in Exhibit "A" attached hereto. All said equipment and other property is hereinafter called "Equipment".

ARTICLE II
TERM

Duration. The term of this Lease commences on the date hereof and ends _________________, 20____ (the "Termination Date").

ARTICLE III
RENT

3.01. Amount The rent for all items of equipment shall be the sum of $_______________ per month. The Lessee shall pay said rent monthly on the ____ day of each month beginning _____________________, 20___ at the office of the Lessor, or at such other place as the Lessor may from time to time designate in writing. The rent is calculated based upon a purchase amount of $______________________ and an interest rate of _______% per annum.

3.02. Security Deposit. Lessee has made no security deposit in connection with this lease.

3.03. Default. If the Lessee with regard to any item or items of equipment fails to pay rent or other amount herein provided within ten (10) days after the same is due and payable, or if any execution or any other writ or process shall be issued in any action or proceeding against the Lessee whereby said equipment may be seized, taken, or distrained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any arrangement or composition with its creditors, or if Lessee, with regard to any item or items of equipment, fails to observe, keep, or perform any other provision of this Lease required to be observed, kept, or performed by the Lessee, the Lessor shall, if such default shall continue for five (5) days after written notice thereof, have the right to exercise any one or more of the following remedies: (1) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to the Lessee; (2) To sue for and recover all rents and other payments then accrued or thereafter accruing, with respect to any or all items of equipment; (3) To take possession of any or all items of equipment, without demand or notice, wherever the same may be located, without any court order or other process of law. The Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease as to any or all items of equipment unless the Lessor expressly so notifies the Lessee in writing; (4) To terminate this Lease as to any or all items of equipment; (5) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which the Lessor may take, the Lessee shall be and remain liable for the full performance of all obligations to be performed by the Lessee under this Lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

3.04. Interest. If the Lessee fails to pay any part of the rent herein reserved or any other sum required by the Lessee to be paid to the Lessor within ten (10) days after the due date thereof, the Lessee shall pay to the Lessor a late payment charge equal to 1.8% of the rent payment or the maximum amount permitted by law, whichever is less.

3.05. Offset. The Lessee may not assert, any existing or future claims, defenses, and offsets against any rent or other payments due hereunder. The Lessee agrees to pay the rent and other amounts hereunder before deducting any claim, defense, or offset which may be asserted by the Lessee or on its behalf.

ARTICLE IV
USE

4.01. Manner of Use. The Lessee shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.

4.02. Markings. If at any time during the term of this Lease, the Lessor supplies the Lessee with labels, plates, or other markings, stating that the equipment is owned by the Lessor, the Lessee shall affix and keep the same in a prominent place on the equipment.

ARTICLE V
INSPECTION

5.01. Lessee's Inspection. The Lessee acknowledges that it has inspected the equipment and finds that the equipment is in good condition and repair.

5.02. Lessor's Inspection. The Lessor shall, at any and all times during business hours, have the right to enter into and on the premises where the equipment may be located for the purpose of inspecting the same or observing its use. The Lessee shall give the Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by the Lessor, advise the Lessor of the exact location of the equipment.

ARTICLE VI
ALTERATIONS AND REPAIRS

6.01. Alterations. Without the prior written consent of the Lessor, the Lessee shall not make any alterations, additions, or improvements to the equipment. All additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of the Lessor on the termination of this Lease.

6.02. Repairs. The Lessee, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the equipment in good mechanical and working order.

ARTICLE VII
LOSS AND DAMAGE

7.01. Risk of Loss and Damage. The Lessee shall bear the entire risk of loss and damage to the equipment from any and every cause. No loss or damage to the equipment or any part thereof shall impair any obligation of the Lessee under this Lease which shall continue in full force and effect.

7.02. Options of Lessor. In the event of loss or damage of any kind to any item of equipment, the Lessee, at the option of the Lessor, shall:

(1) Place the same in good repair, condition, and working order; or

(2) Replace the same with like equipment in good repair, condition, and working order.

7.03. Stipulated Loss Value. If the equipment is determined by the Lessor to be lost, stolen, destroyed, or damaged beyond repair, the Lessee shall replace the same with like equipment in good repair, condition and working order.

ARTICLE VIII
SURRENDER

On the expiration or earlier termination of this Lease, with respect to any item of equipment, the Lessee shall return the same to the Lessor in good repair, condition, and working order (ordinary wear and tear resulting from proper use thereof alone excepted).

ARTICLE IX
INSURANCE AND TAXES

9.01. Insurance. The Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by the Lessor. The Lessee shall carry public liability and property damage insurance covering the equipment in amount not less than $1 million with Lessor shown as an additional insured. All said insurance shall be in the form and amount and with companies approved by the Lessor. The Lessee shall pay the premiums therefor and shall deliver said policies, or duplicates thereof, to the Lessor. Each insurer shall agree, by endorsement on the policy issued by it or by independent instrument furnished to the Lessor, that it will give the Lessor and Lessee thirty (30) days written notice before the policy in question shall be altered or cancelled. The proceeds of such insurance shall be applied toward the replacement, restoration, or repair of the equipment.

9.02. Taxes. The Lessee shall keep the equipment free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes which may now or hereafter be imposed on the ownership, leasing, renting, sale, possession, or use of the equipment.

9.03. Lessee's Payment. In case of failure of the Lessee to procure or maintain said insurance or to pay said fees, assessments, charges, and taxes, as hereinbefore specified, the Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges, and taxes, as the case may be. In that event, the cost thereof shall be repayable to the Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequences, including interest at 18 percent per annum, as failure to pay any installment of rent.

ARTICLE X
WARRANTIES

10.01 DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NEITHER A MANUFACTURER NOR A VENDOR OF THE

EQUIPMENT AND THAT LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PERT THEREOF "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

10.02 Non-appropriation of Funds. Nothwithstanding anything contained in this Lease or any Exhibit to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable by any means whatsoever in any fiscal period for all next payments under this Lease, Lessee will immediately notify Lessor in writing of such occurrence and the Lease Term for the Equipment under this Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under this Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under this Lease to Lessor on the date of such termination in the manner set forth in Article VIII hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. If the Lease Term for any Equipment is terminated in accordance with this Section, Lessee agrees, to the extent permitted by law, that Lessee will not expend funds for the purchase or use of equipment performing functions similar to those performed by the Equipment which has been terminated for a period of 90 days following the termination of the Lease Term; provided this restriction shall not be applicable in the event that the Equipment is sold, released or otherwise disposed of by Lessor and the amount received from such disposition, less all costs of such sale or disposition, is sufficient to pay all then applicable rent or to the extent that the application of these restrictions is unlawful and would affect the validity of this Lease. This Section shall remain in full force and effect notwithstanding the termination of this Lease.

10.03 Representations, Covenants and Warranties. Lessee represents, covenants and warrants as of the date hereof and at all times during this Lease Term that (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and this Lease; (b) the execution, delivery and performance by the Lessee of this Lease and all documents executed in connection herewith, including, without limitation all Exhibits hereto (the "Lease Documents") have been duly authorized by all necessary action on the part of the Lessee; (c) the Lease Documents each constitute a legal, valid and binding obligation of the Lessee enforceable in accordance with their respective terms; (d) all required public bidding procedures regarding the award of this Lease and the purchase of the Equipment have been followed by Lessee, and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease Documents; obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease Documents; (e) Lessee has sufficient appropriations or other funds available to pay all rent and other amounts due hereunder for the current fiscal period; (f) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (g) no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than Lessee; (h) the Uniform Commercial Code of the State of Texas and/or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment; and, (i) there are no suits proceedings or investigations pending or, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in this Lease or the ability of Lessee to perform its obligations under this Lease and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect.

10.04 Qualified Tax-exempt Obligation. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Lease) in the amount of more than $10,000,000.00 during the current calendar year; hereby designates this Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("Code"); and agrees that it and its subordinate entities will not designate more than $10,000,000.00 of their obligations as "qualified tax-exempt obligations" during the current calendar year. At the request of lessor, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form and substance acceptable to Lessor, dated the date of this Lease. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

ARTICLE XI
PERSONAL PROPERTY

The equipment is, and shall at all times be and remain, personal property, notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting on, real property or any building thereon.

ARTICLE XII
OWNERSHIP AND ASSIGNMENT

12.01. Ownership. The equipment is, and shall at all times be and remain, the sole and exclusive property of the Lessor. The Lessee shall have no right, title, or interest therein, except as expressly set forth in this Lease.

12.02. Lessee's Assignment. Without the prior written consent of the Lessor, the Lessee may not: (1) Assign, transfer, pledge, or hypothecate this Lease, the equipment or any part of it, or any interest in it; or (2) Sublet the equipment or any part of it.

12.03. Lessor's Assignment. Without the prior written consent of Lessee, the rights of the Lessor under this Lease may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part.

ARTICLE XIII
INDEMNITY

The Lessee shall indemnify the Lessor against, and shall hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including, without limitation, the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

ARTICLE XVIII
PURCHASE OPTION

Lessee shall have the option to purchase the leased equipment on the Termination Date. The purchase price shall be $1.00.

ARTICLE XV
GENERAL PROVISIONS

15.01. Expenses. The losing party shall pay all costs and expenses, including attorney's fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

15.02. Concurrent Remedies. No right or remedy herein conferred on or reserved to either party is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

15.03. Nonwaiver. No covenant or condition of this Lease may be waived except by the written consent of the party affected. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the party to which the same may apply.

15.04. Entire Agreement. This Lease constitutes the entire agreement between the Lessor and the Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. It shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

15.05. Notices. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address herein above set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

15.06. Gender; Number. Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural. Whenever the word "Lessor" or "Lessee" is used herein, it shall include all assignees of the Lessor and Lessee.

15.07. Time. Time is of the essence in this Lease and in each and all of its provisions.

15.08. Texas Law to Apply. This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas.

15.09. Parties Bound. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.

15.10. Legal Construction. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSOR:	LESSEE:
	CITY OF ________________, TEXAS
LANDMARK BANK, N.A., Lessor	By: ____________________________
By: ______________________________	Name: ___________________________
	Title: ___________________________

EXHIBIT "A"

Quantity	Manufacturer	Model	Serial Number

[Letterhead of City Attorney]

[Date]

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement Lease No.____________ dated __________________ by and between Landmark Bank, N.A. (Lessor) and the City of ________________________, Texas (Lessee) , I am of the opinion that:

(1) Lessee is a political subdivision of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;

(2) Lessee has the requisite power and authority to purchase the Equipment (as defined in the Lease Purchase Agreement) and to execute and deliver the Lease Purchase Agreement and to perform its obligations under the Lease Purchase Agreement;

(3) the execution, delivery and performance by Lessee of the Lease Purchase Agreement have been duly authorized by all necessary action on the part of Lessee;

(4) the Uniform Commercial Code of the state where the Equipment is located and/or the certificate of title laws of such state will govern the method of perfecting Lessors security interest in the Equipment;

(5) the Lease Purchase Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms;

(6) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Lease Purchase Agreement or the ability of Lessee to perform its obligations under the Lease Purchase Agreement and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and

(7) all required public bidding procedures regarding the award of the Lease Purchase Agreement and the purchase of the Equipment have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease Purchase Agreement

____
Attorney for Lessee

Name:________________________

o:\car\wbm\landmark\ci.atty.ltr.2.2.09

LESSOR: LANDMARK BANK, N.A.
P. O. Box

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") as fully installed and in good working condition; and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Master Equipment Lease-Purchase Agreement ("Lease") executed by Lessee and Lessor.

Lease Date	Lease Number	Purchase Date	Purchase Order No.
____________	________________	____________	________________

EQUIPMENT

Quantity	Manufacturer	Model	Serial Number

LESSEE: City of ____________________ BY: ____________________________
____
____________________________ ____________________________
(Title)

Date Accepted: ____________________

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LANDMARK BANK, N.A.
P. O. BOX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: CITY OF			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS: P. O. BOX	CITY	STATE: TX / POSTAL CODE	COUNTRY: USA
1d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR / 1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION: TEXAS	1g. ORGANIZATIONAL ID #, if any	☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE / POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR / 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☑ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: LANDMARK BANK, N.A.			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS: P. O. BOX	CITY	STATE: TX / POSTAL CODE	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

Being all that Personal Property more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

EXECUTED BY CITY OF ______________________, TEXAS,

IN FAVOR OF LANDMARK BANK, N.A.

PERSONAL PROPERTY

Lease Date ____________ Lease Number __________________ Purchase Date _____________ Purchase Order No. __________________

EQUIPMENT

Quantity	Manufacturer	Model	Serial Number

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5491***
Accepting the Contract with Lynn Vessels Construction, LLC as Complete for Construction of the Sherman Relief Sewer K4 Project, Phase I

Issue
To consider acceptance of the contract with Lynn Vessels Construction, LLC as complete for construction of the City of Sherman Relief Sewer K4 Project, Phase I

Background
Lynn Vessels Construction, LLC has completed all work required under their contract with the Greater Texoma Utility Authority to construct the Relief Sewer K4, Phase I for the City of Sherman. The Greater Texoma Utility Authority is requesting that the City of Sherman execute the attached Resolution accepting the project as complete.

Origination
Greater Texoma Utility Authority

Financial Consideration
This project was funded through a Greater Texoma Utility Authority revenue bond issue.

Staff Recommendation
It is recommended that the attached Resolution be approved by the City Council.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5491
GTUA General Manager's Letter of April 26, 2010
Project Location Map

Prepared by:
Mark Gibson, Director of Engineering/Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC AS COMPLETE FOR CONSTRUCTION OF THE SHERMAN RELIEF SEWER K4 PROJECT, PHASE I; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction, LLC for the construction of the Sherman Relief Sewer K4 Project, Phase I; and

WHEREAS, representatives of the Greater Texoma Utility Authority, the City of Sherman, and the project engineer have inspected the Sherman Relief Sewer K4, Phase I, and found it to be complete;

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

SECTION 1. That the City of Sherman hereby formally accepts the contracted work of Lynn Vessels Construction, LLC for construction of the Sherman Relief Sewer K4 Project, Phase I, as complete.

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 ________________, 2010.

CITY OF SHERMAN, TEXAS

BY: ______________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

GREATER TEXOMA UTILITY AUTHORITY
5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

April 29, 2010

Mr. George Olson
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

RE: Sewer K: McGee Street to Turtle Creek West – City of Sherman
Lynn Vessels Construction, LLC
Change Order 1 and Close Out

Dear George:

In 2009, the Authority awarded a contract to Lynn Vessels Construction, LLC for installation of Sewer K from McGee Street to Turtle Creek West for the City of Sherman. The contract amount was $428,996.92. That work has now been completed and the close out documents have been received from Tim Morris with Morris Engineers, the consulting engineer. One change order is also being proposed to reconcile for actual quantities used. The change order results in a decrease of the total contract amount by $28,814.32, resulting in a final contract total of $400,182.60.

Based on the engineer's recommendation, I would like to request you place this item on your Council's agenda for May 3, 2010 to accept the contract with Lynn Vessels Construction, LLC as complete.

Sincerely,

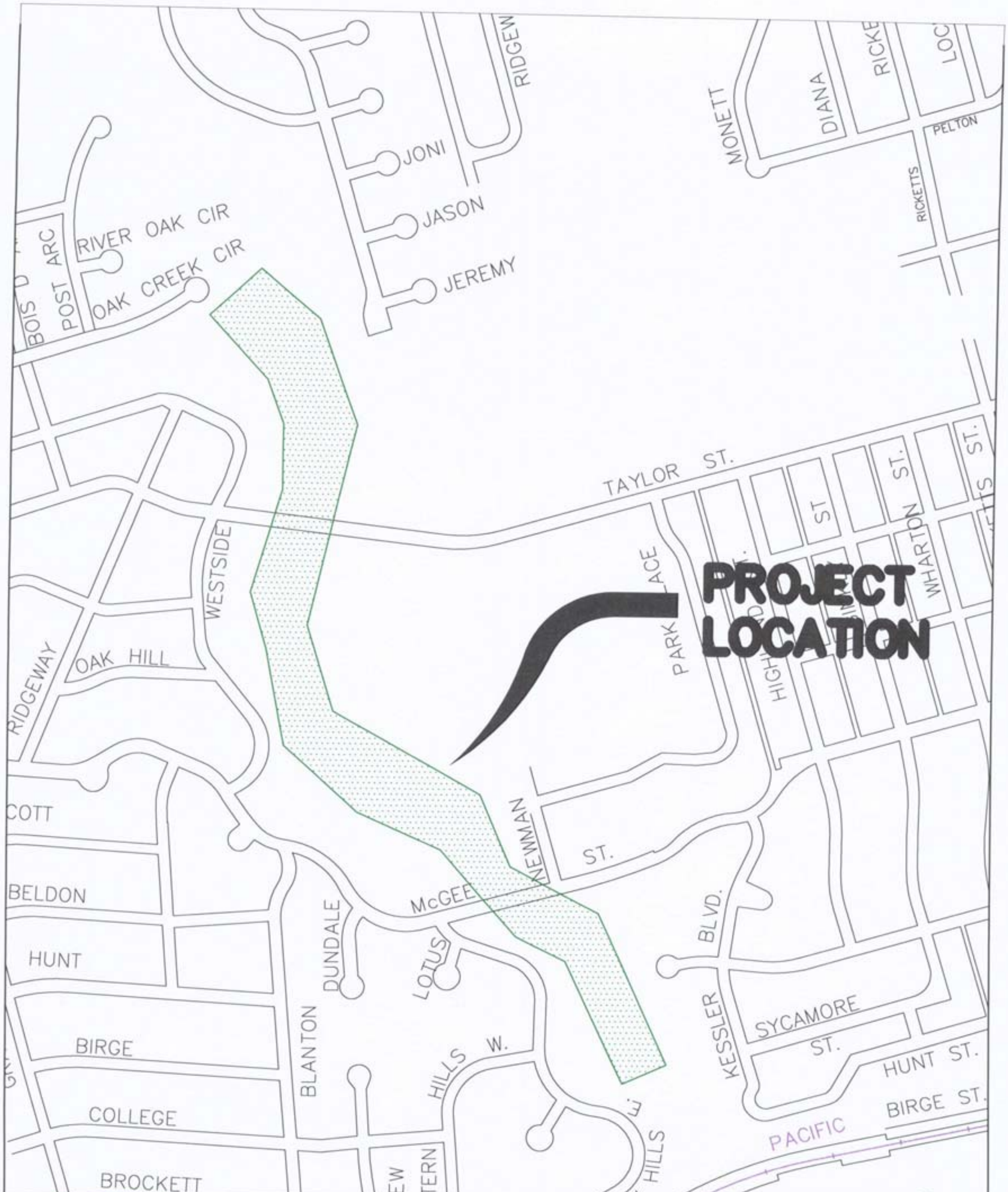
Jerry Chapman

Jerry W. Chapman
General Manager

JWC:cc

Attachments

cc: Mark Gibson, City of Sherman



Location Map
SEWER "K" PHASE I
MCGEE STREET TO TURTLE CREEK WEST

City of Sherman, Texas

N

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5492***
Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Water Well, Incorporated for Evaluation of the Stephens #2 Trinity Well

Issue
Contracting for evaluation of the Stephens # 2 Trinity Well.

Background
This project is to attempt to clear the Stephens #2 Trinity Well of fallen pumping equipment. Three (3) bidders responded to the request for bids. A bid tabulation is attached. If the equipment can be removed from the well, a determination will be made as to whether to repair the well or abandon and plug the well.

Origination
Department of Utilities Administration

Financial Consideration
Adequate funding for this project is included in this year's budget.

Staff Recommendation
It is recommended that the contract for repairs to the Stephens # 2 Trinity Well be awarded to the low bidder, Weisinger Water Well, Incorporated, in the amount of $41,850.00 and that the City Manager be authorized to execute the required contract documents.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5492
Contract
Bid Tabulation
Location Map

Prepared by:
Mark Gibson, Utilities and Engineering Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INCORPORATED FOR THE EVALUATION OF THE STEPHENS # 2 TRINITY WELL, FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Weisinger Water Well, Incorporated of Conroe, Texas, is hereby awarded the bid in the total amount of Forty One Thousand, Eight Hundred and Fifty dollars and No Cents ($41,850.00) for the evaluation of the Stephens #2 Trinity Well; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a contract with Weisinger Water Well, Incorporated for the evaluation of the Stephens #2 Trinity Well, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
BILL MAGERS, MAYOR

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON SHELBY,
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and

and ____________________________________(" CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

Stephens 2 Trinity Pump Retrieval (Fish Pump from Well) and Well Evaluation

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

A. CONTRACTOR agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY and to fully complete the contract within ninety (90) days

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

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR on or before ____________________, and completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions on or before ______________________.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY $ 100.00 for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY $ 100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of $ 100.00 represents a fair and reasonable estimate of the CITY'S damages.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

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

______________________________ ($__________)
(use words) (figure)

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract

Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Performance Bond;
3. If applicable, the Unit Pricing in the Proposal;
4. Payment Bond;
5. Other Bonds;
   a. Bid Bond (pages 1 to 2, inclusive);
   b. ____________________;
   c. ____________________;
6. General Conditions of Agreement;
7. Special Conditions of Agreement;
8. Any Other Documents listed in the Table of Contents of the Project Manual;
9. Any Drawings associated with the Project;
10. Addenda (if applicable);
11. Exhibits to this Contract(enumerated as follows):
    a. Notice to Proceed;
    b. CONTRACTOR'S Bid;
    c. Documentation submitted by CONTRACTOR prior to Notice of Award;
    d. ________________________________;

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Written Amendments;

b. Work Change Directives;

c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

If intended for CITY to:	If intended for CONTRACTOR, to:
Designee: ______________________	Designee: __________________
Address:	Address:
______________________________	___________________________
____________________________	___________________________

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Contract will have the meanings indicated in the General Conditions.

B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

9.05 *Captions*

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

9.06 *INDEMENITY AND DUTY TO DEFEND*

A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. FURTHERMORE, THE CONTRACTOR SHALL ACQUIRE A POLICY OF INSURANCE IN THE MAXIMUM STATUTORY LIMITS FOR TORT LIABILITY OF THE CITY NAMING THE CITY OF SHERMAN AS AN ADDITIONAL INSURED UNDER ITS TERMS.

B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO

SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

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

9.08 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.07 *Choice of Law: Venue.*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

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

This Contract will be effective on ________________, ______ (which is the Effective Date of the Contract).

CITY: **CITY OF SHERMAN, TEXAS**

____

By: ______________________________
City Manager

Attest ______________________________
City Clerk

CONTRACTOR:

____

By: ______________________________

Attest ______________________________
Notary Public

Commission Expires: ____________________

Agent for service of process: ____________________

____

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

Approved as to form:

Brandon Shelby
City Attorney

BID TABULATION

PROJECT: STEPHENS # 2 TRINITY WELL EVALUATION

OWNER: CITY OF SHERMAN

BID TIME & DATE: APRIL 29, 20110 10:00 A.M.

BID LOCATION: OFFICES OF THE DIRECTOR OF UTILITIES & ENGINEERING

BIDDER	TOTAL AMOUNT OF BID
WEISINGER WATER WELL, INC.	$41,850.00
MILLICON WELL SERVICE INC.	$52,826.00
LAYNE-TEXAS	$126,810.00

Location Map
Stephens #2 Trinity Well Evaluation

City of Sherman, Texas

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 5493***

Authorizing Execution of an Encroachment Easement to Orion and Cheryl Carter for the Construction of a Swimming Pool which would Encroach Seven and One-Half Feet into a 15' Drainage Easement in Block F, Lot 7 of the Pecan Grove Village Addition, to the City of Sherman (3811 Merrimac Drive)

Issue
To consider granting an encroachment into the drainage easement located at 3811 Merrimac Drive.

Background
The owner of the residence at 3811 Merrimac Drive proposes to construct a swimming pool, which would encroach approximately seven and one-half feet into an existing 15' drainage easement. The City has no utilities in the referenced easement and has no objections to the encroachment.

Origination
Orion and Cheryl Carter of 3811 Merrimac Drive.

Financial Consideration
None

Staff Recommendation
The staff has no objections to the proposed encroachment and recommends approval contingent upon Orion and Cheryl Carter providing written approval from Cable One, Verizon, Oncor and Atmos.

Alternatives
As may be directed by the City Council.

Attachments
Resolution No. 5493
Encroachment Easement
Citizen Request
Copy of Plat
Location Map
Aerial Photo

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ORION AND CHERYL CARTER FOR THE CONSTRUCTION OF A SWIMMING POOL WHICH WOULD ENCROACH SEVEN AND ONE-HALF FEET INTO A 15' DRAINAGE EASEMENT IN BLOCK F, LOT 7 OF THE PECAN GROVE VILLAGE, TO THE CITY OF SHERMAN (3811 MERRIMAC DRIVE); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Orion and Cheryl Carter, in substantially the same form as presented at this meeting, for the construction of a swimming pool which would encroach seven and one-half feet into a 15' Drainage Easement along Block F, Lot 7 of the Pecan Grove Village Addition, (3811 Merrimac Drive), in accordance with the location map approved by the City Engineer and the City Attorney, 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 ________________, 2010.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

ENCROACHMENT EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called “GRANTOR”, in consideration of ONE DOLLAR AND NO CENTS ($1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **ORION AND CHERYL CARTER** of Sherman, Texas, hereinafter called “GRANTEE”, an encroachment easement to construct a swimming pool within a drainage easement at Lot 7, Block F of the Pecan Grove Village Addition, and known as 3811 Merrimac Drive, as shown on the location map marked Exhibit “A”, attached hereto and incorporated herein for all purposes. Said encroachment easement shall extend approximately seven and one-half feet from the west line of the easement and shall be inferior, subordinate, and subject to the GRANTOR’S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, her heirs, successors and assigns, for the limited purpose of constructing an in-ground swimming pool within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the swimming pool and related equipment shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorneys fees which may occur in any manner by reason of any matter, fact, or thing arising from this conveyance and use of the area.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing or constructing drainage improvements, installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of the swimming pool and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, their heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the __________ day of ________________________, A.D., 2010.

CITY OF SHERMAN, TEXAS

BY: ________________________________
GEORGE OLSON,
CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **GEORGE OLSON**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______________ day

of ___________________________, A.D., 2010.

____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

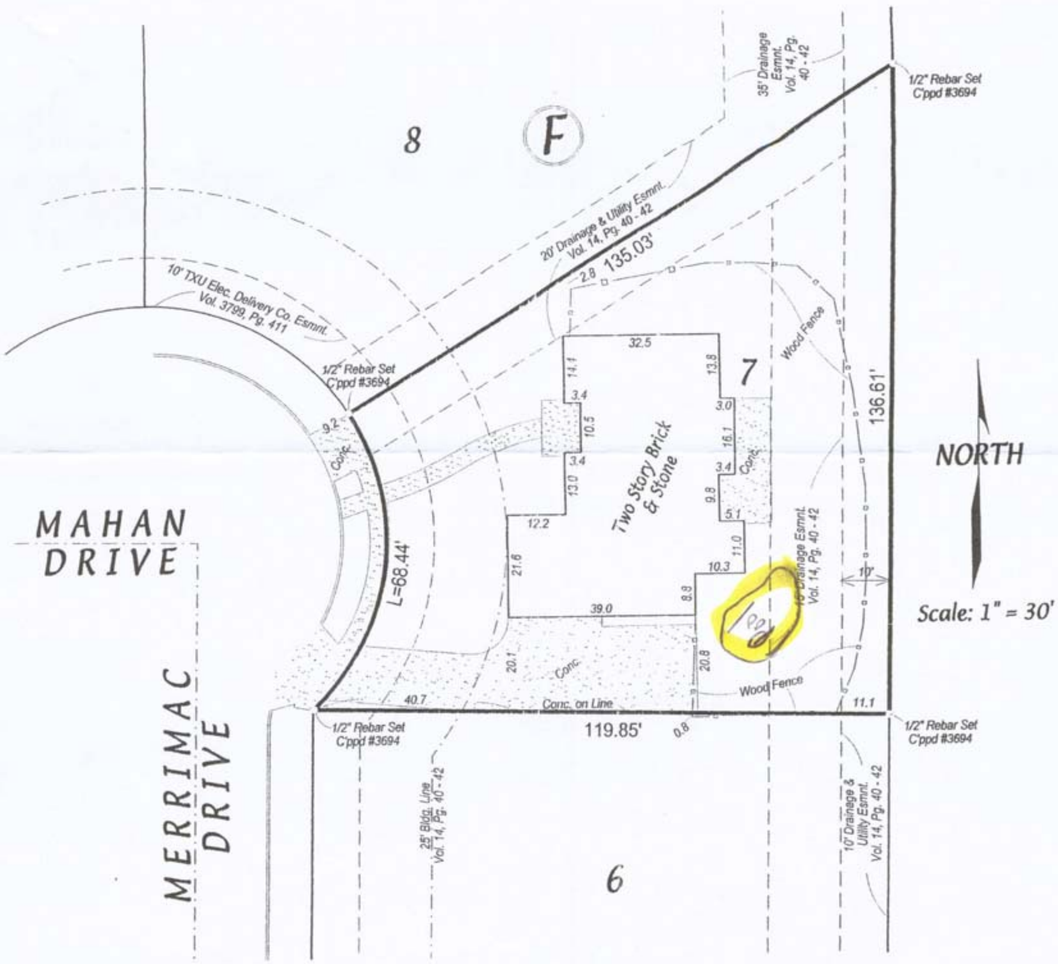
Orion & Cheryl Carter
3811 Merrimac Dr.
Sherman TX 75090

May 3, 2010

City Manager,

We are requesting an encroachment on the easement at Lot 7 in block "F" in Pecan Grove Village. Plat of record in volume 14, pages 40-42. We are requesting this for the purpose of installing a pool. There is an easement of 10' that is functional behind the fenced area of the property. The easement that we are requesting an encroachment on is the additional 15' inside the fenced area. We will make any necessary accommodations to reroute to the functional easement at our own expense. We relocated from Florida, and were told that an installation of a pool would not be an issue. Unfortunately, this has become an issue after having a pool company come out for an estimate. Enclosed is a plat that we received at closing, including the location of where we would like to install the pool.

Regards,
Orion & Cheryl Carter
Orion + Cheryl Carter



SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. Box 1843 * 109 S. Travis * Sherman, Texas 75091-1843
Ph (903) 892-8003 * Fax (903) 868-2970 * Email – msartin@gcecisp.com

SURVEY FOR: ORION D. CARTER, JR. & CHERYL A. CARTER

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 12 th day of January, 2010 of the following described property:

Lot SEVEN (7) in Block "F" of PECAN GROVE VILLAGE, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 14, Pages 40-42, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as **3811 MERRIMAC DRIVE, SHERMAN, TEXAS,** that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying and is subject to all easements of record that may affect said property.

BLOCK F, LOT 7 OF THE PECAN GROVE VILLAGE ADDITION TO THE CITY OF SHERMAN (3811 MERRIMAC DRIVE)

City of Sherman, Texas

BLOCK F, LOT 7 OF THE PECAN GROVE VILLAGE ADDITION TO THE CITY OF SHERMAN

City of Sherman, Texas
Engineering Department

Feet
0 20 40 80

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.1

**** CHANGE ORDER NO. 1***

Sherman Relief Sewer K4 Project: McGee Street to Turtle Creek West;
Lynn Vessels Construction, LLC; $28,814.32, Decrease

Issue

Change Order No. 1 is a final reconciliatory change order to adjust final project quantities for the first phase of the Sherman Relief Sewer K4 Project (McGee Street to Turtle Creek West).

Background

The first phase of the Sherman Relief Sewer K4 Project has been completed. This project was funded through debt issued by the Greater Texoma Utility Authority on the City's behalf. The change order results in a decrease of $28,814.32 to the contract amount.

Origination

Department of Utility Services
Greater Texoma Utility Authority

Financial Consideration

The change order results in a $28,814.32 decrease in the contract amount, yielding a final contract price of $400,182.60.

Staff Recommendation

It is recommended that Change Order No. 1 be approved.

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1
Location Map

Prepared by:
Mark Gibson, Director of Engineering & Public Works

Approved by:
George Olson, City Manager

CHANGE ORDER

No. 1

PROJECT Sewer K – McGee Street to Turtle Creek West in the City of Sherman, TX

DATE OF ISSUANCE 4/7/10 EFFECTIVE DATE

OWNER Greater Texoma Utility Authority

OWNER's Contract No.

CONTRACTOR Lynn Vessels Construction, LLC ENGINEER Morris Engineers

You are directed to make the following changes in the Contract Documents:

Description: Reconcile contract price to final quantities of work

Reason for Change Order: Project close-out

Attachments: Spreadsheet

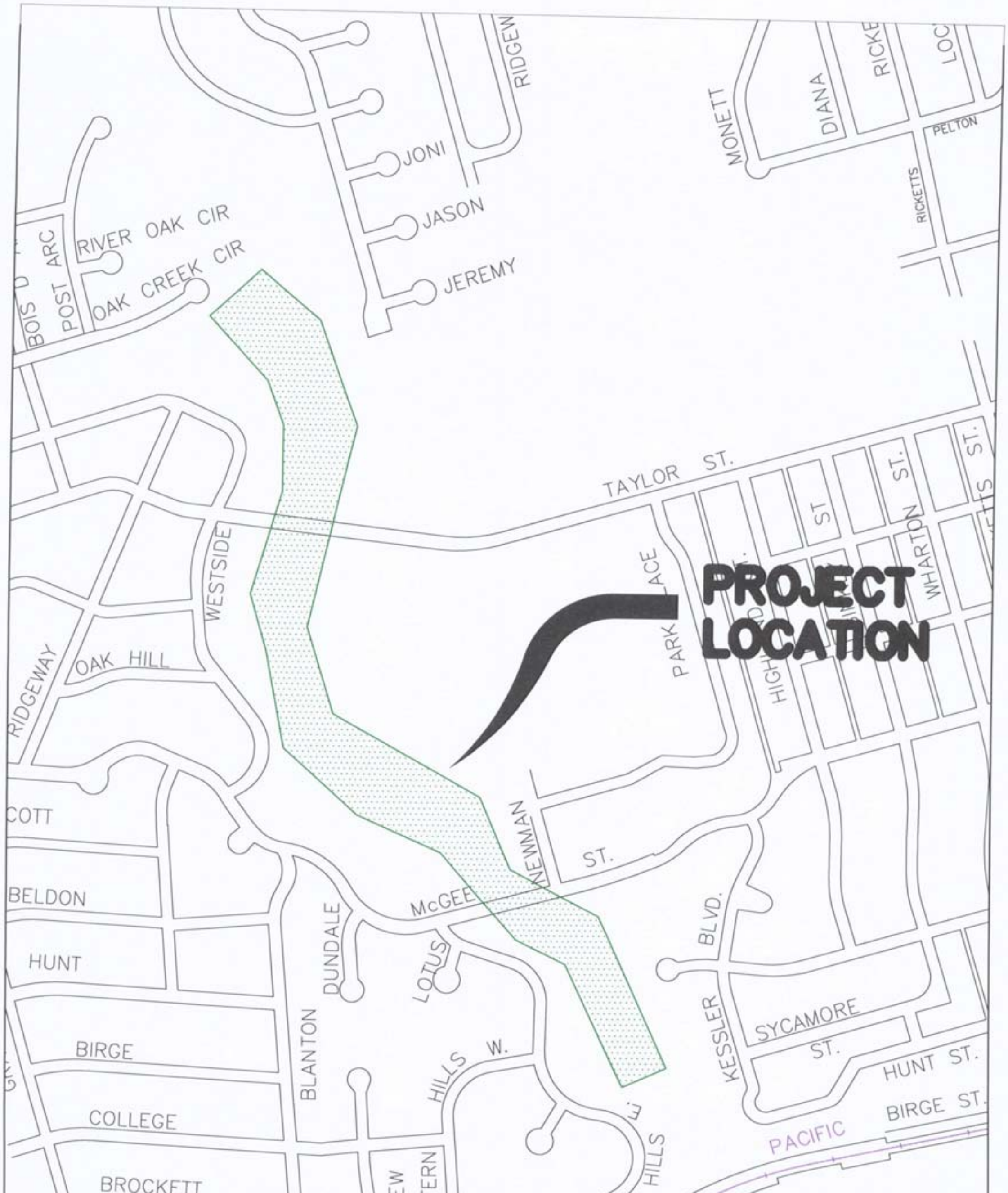
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 428,996.92	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. 0 to 0. $ -0-	Net change from previous Change Orders No. _ to _. Days
Contract Price prior to this Change Order $ 428,996.92	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order $ 28,814.32	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders $ 400,182.60	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:	APPROVED:	APPROVED:	ACCEPTED:
Morris Engineers	Greater Texoma Utility Authority	City of Sherman	Lynn Vessels Construction, LLC
By: Engineer (Auth. Signature)	By: Owner (Auth. Signature)	By: City (Auth. Signature)	By: Contractor (Auth. Signature)
Date: 4/13/10	Date:	Date:	Date: 4/12/10

EJCDC No. 1910-8-B (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

GREATER TEXOMA UTILITY AUTHORITY
SEWER K FROM McGEE STREET TO TURTLE CREEK WEST, SHERMAN, TX
LYNN VESSELS CONSTRUCTION, LLC

ITEM NO	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	ORIGINAL CONTRACT	CHANGE ORDER NO. 1 ADD	DEDUCT	TOTAL	REV'D QTY.	TOTAL CONTRACT
1	F&I 24" DIA. GRAVITY SEWER PIPE									
	8' TO 10' DEEP	32	LF	42.77	$ 1,368.64				32	$ 1,368.64
	10' TO 12' DEEP	13	LF	45.00	$ 585.00				13	$ 585.00
	12' TO 14' DEEP	446	LF	47.23	$ 21,064.58				446	$ 21,064.58
	14' TO 16' DEEP	1530	LF	49.46	$ 75,673.80				1,530	$ 75,673.80
	16' TO 18' DEEP	282	LF	53.92	$ 15,205.44				282	$ 15,205.44
	18' TO 20' DEEP	41	LF	60.61	$ 2,485.01				41	$ 2,485.01
2	F&I 21" DIA. GRAVITY SEWER PIPE									
	10' TO 12' DEEP	38	LF	47.11	$ 1,790.18	70		$ 3,297.70	108	$ 5,087.88
	12' TO 14' DEEP	126	LF	50.45	$ 6,356.70				126	$ 6,356.70
	14' TO 16' DEEP	327	LF	51.57	$ 16,863.39				327	$ 16,863.39
	16' TO 18' DEEP	405	LF	53.80	$ 21,789.00				405	$ 21,789.00
	18' TO 20' DEEP	23	LF	58.26	$ 1,339.98				23	$ 1,339.98
	20' TO 22' DEEP	13	LF	62.72	$ 815.36				13	$ 815.36
3	F&I 8" DIA. GRAVITY SEWER PIPE									
	0' TO 5' DEEP	38	LF	48.22	$ 1,832.36				38	$ 1,832.36
	5' TO 8' DEEP	99	LF	22.02	$ 2,179.98				99	$ 2,179.98
4	F&I 6" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	8	LF	21.69	$ 173.52				8	$ 173.52
	8' TO 10' DEEP	32	LF	25.03	$ 800.96				32	$ 800.96
	10' TO 12' DEEP	20	LF	27.26	$ 545.20				20	$ 545.20
5	F&I 4' DIA. MANHOLE									
	0' TO 6' DEEP	1	EA	1,518.07	$ 1,518.07				1	$ 1,518.07
	6' TO 8' DEEP	1	EA	1,707.62	$ 1,707.62				1	$ 1,707.62
	8' TO 10' DEEP	1	EA	2,165.89	$ 2,165.89				1	$ 2,165.89
6	F&I 5' DIA. MANHOLE									
	12' TO 14' DEEP	1	EA	3,754.21	$ 3,754.21				1	$ 3,754.21
	14' TO 16' DEEP	7	EA	4,187.94	$ 29,315.58				7	$ 29,315.58
	16' TO 18' DEEP	6	EA	4,369.69	$ 26,218.14				6	$ 26,218.14
	20' TO 22' DEEP	1	EA	4,985.17	$ 4,985.17				1	$ 4,985.17
7	ADD FOR BOLTED & GASKETED COVER & RING	18	EA	33.45	$ 602.10				18	$ 602.10
8	ADD FOR MANHOLE DROPS									
	6": 7' TO 10' DROP	3	EA	431.51	$ 1,294.53				3	$ 1,294.53
	8": 7' TO 10' DROP	5	EA	543.01	$ 2,715.05				5	$ 2,715.05
	10": 9' TO 11' DROP	2	EA	874.16	$ 1,748.32				2	$ 1,748.32
9	ADD FOR PROTECT. COATING FOR 60" DIA. MH (Specify on BID)	55	VF	211.85	$ 11,651.75	2		$ 423.70	57	$ 12,075.45
10	F&I CREEK XING @ STA. 0+55, ENCASEMNT. PIPE	1	JOB		$ 14,757.97				1	$ 14,757.97
11	F&I CREEK XING @ STA. 3+00, ENCASEMNT. PIPE	1	JOB		$ 18,042.93				1	$ 18,042.93
12	F&I CREEK XING @ STA. 27+00, ENCASEMNT. PIPE	1	JOB		$ 15,520.80				1	$ 15,520.80
13	F&I STREET XING @ STA. 6+20, ENCASEMNT. PIPE	1	JOB		$ 32,172.21				1	$ 32,172.21
14	F&I STREET XING @ STA. 29+32, ENCASEMNT. PIPE	1	JOB		$ 28,960.12				1	$ 28,960.12
15	F&I STREET XING @ STA. 8+23.8, SAW CUT	1	JOB		$ 3,233.50				1	$ 3,233.50
16	F&I SEWER SERVICE WYE OR TEE									
	6" MAIN	1	EA	156.10	$ 156.10				1	$ 156.10
	8" MAIN	1	EA	167.25	$ 167.25				1	$ 167.25
	21" MAIN	3	EA	312.20	$ 936.60				3	$ 936.60
	24" MAIN	1	EA	312.20	$ 312.20				1	$ 312.20
17	F&I SDR 35 PVC SERVICE LINE									
	4" SERVICE LINE	150	LF	20.07	$ 3,010.50				150	$ 3,010.50
	6" SERVICE LINE	50	LF	21.69	$ 1,084.50				50	$ 1,084.50
18	F&I NEW CONCRETE APRON @ STA. 9+00	1	JOB		$ 5,996.47				1	$ 5,996.47
19	DEMO. ABANDONED MANHOLES	18	EA	317.78	$ 5,720.04				18	$ 5,720.04
20	DEMO. EXIST. CREEK XINGS @ STA. 1+20, 3+50, 27+55	1	JOB		$ 401.40				1	$ 401.40
21	REPAIR/REPLACE CONCRETE FLUME @ STA. 33+22	1	JOB		$ 1,031.38				1	$ 1,031.38
22	REPAIR/REPLACE CONCRETE FLUME @ STA. 29+98	1	JOB		$ 557.50				1	$ 557.50
23	EQPT. & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT									
	4" WATERLINE	2	EA	1,209.78	$ 2,419.56		-2	$ (2,419.56)	0	$ -
	6" WATERLINE	2	EA	1,371.45	$ 2,742.90		-2	$ (2,742.90)	0	$ -
	8" WATERLINE	2	EA	1,778.43	$ 3,556.86		-2	$ (3,556.86)	0	$ -
	10" WATERLINE	2	EA	2,508.75	$ 5,017.50		-2	$ (5,017.50)	0	$ -
	12" WATERLINE	2	EA	3,077.40	$ 6,154.80		-2	$ (6,154.80)	0	$ -
	14" WATERLINE	2	EA	3,969.40	$ 7,938.80		-2	$ (7,938.80)	0	$ -
24	F&I @ STA. 38+35 TRANS. FROM EXIST. SWR. TO NEW SWR.	1	JOB		$ 2,007.00				1	$ 2,007.00
25	TRENCH EXCAVATION PROTECTION	3435	LF	1.12	$ 3,847.20				3,435	$ 3,847.20
26	SWPPP	1	JOB		$ 4,705.30		-1	$ (4,705.30)	0	$ -
	TOTAL				$ 428,996.92			$ (28,814.32)		$ 400,182.60



Location Map
SEWER "K" PHASE I
MCGEE STREET TO TURTLE CREEK WEST

City of Sherman, Texas

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.2

OTHER BUSINESS
Receive Presentation on the City of Sherman's Residential Bulk Trash and Brush Collection Program

Issue
Presenting an update on the city-wide residential bulk trash and brush collection program

Background
Solid Waste Services has had a fully implemented, city-wide residential bulk trash and brush collection program operating for a number of months. Increasingly, residents are using the new program and, overall, the city is cleaner. The program replaces spring clean-up and the one free special pick-up for each household. Staff will present an update on the program's performance and discuss ways to continue promotion of these services to our residents.

Origination
Department of Public Works

Financial Consideration
There is no cost associated with this presentation.

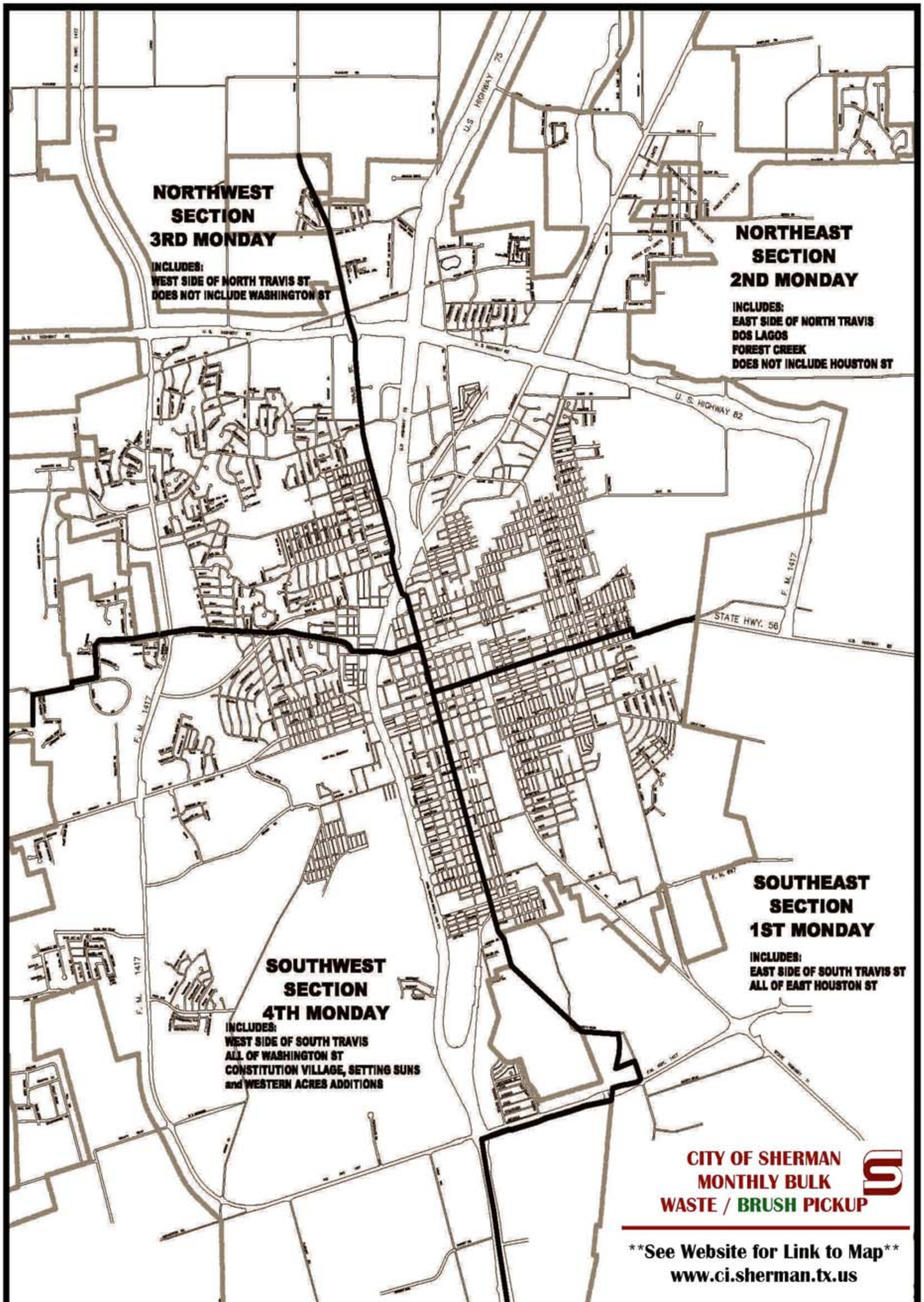
Council Action Requested
This presentation is made for information only; the Council need take no action on this agenda item.

Alternatives
None recommended

Attachments
City Map with Monthly Bulk Waste Pickup Quadrants

Prepared by:
Don Keene, Exec. Dir. of Public Works & Engineering

Approved by:
George Olson, City Manager


NORTHWEST
SECTION
3RD MONDAY
INCLUDES:
WEST SIDE OF NORTH TRAVIS ST
DOES NOT INCLUDE WASHINGTON ST
NORTHEAST
SECTION
2ND MONDAY
INCLUDES:
EAST SIDE OF NORTH TRAVIS
DOS LAGOS
FOREST CREEK
DOES NOT INCLUDE HOUSTON ST
U.S. HIGHWAY 75
U. S. HIGHWAY 82
STATE HWY. 56
F. M. 1417
SOUTHEAST
SECTION
1ST MONDAY
INCLUDES:
EAST SIDE OF SOUTH TRAVIS ST
ALL OF EAST HOUSTON ST
SOUTHWEST
SECTION
4TH MONDAY
INCLUDES:
WEST SIDE OF SOUTH TRAVIS
ALL OF WASHINGTON ST
CONSTITUTION VILLAGE, SETTING SUNS
and WESTERN ACRES ADDITIONS
CITY OF SHERMAN
MONTHLY BULK
WASTE / BRUSH PICKUP
See Website for Link to Map
www.ci.sherman.tx.us

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.3

OTHER BUSINESS
Receive Presentation by Angela Gurley, Customer Service Manager, on the New "E-Bill" Feature for Utility Bills

Issue
An informational update on the City of Sherman Utility Billing Department's implementation of an E-Bill program.

Background
In an effort to enhance customer service, streamline the delivery of utility statements and reduce printing costs, the Utility Billing Department is implementing a program to generate and deliver utility statements electronically.

Origination
Utility Billing Department

Financial Consideration
No cost associated with this presentation.

Staff Recommendation
Implement E-Bill.

Alternatives
None

Attachments
None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.4

OTHER BUSINESS

Consider Request of Fire Chief J.J. Jones to Temporarily Close Certain Streets for the Annual Battle of the Badges Blood Drive on Thursday, May 27 and Friday, May 28, 2010 and the Fire Department Truck Dedication and Open House on Saturday, May 29, 2010

Issue

The Sherman Fire Department is requesting that Travis Street (FM 131) between Jones and Cherry Streets be closed from 7:00 a.m. to 7:00 p.m. on Thursday and Friday, May 27th and 28th for the annual Battle of the Badges Blood Drive and from 7:00 a.m. to 2:00 p.m. on Saturday, May 29th for the Sherman Fire Department Open House and Dedication Ceremony for the new Aerial Truck.

Background

Each year, the Texoma Regional Blood Center holds a Battle of the Badges Blood Drive asking citizens to donate blood and "vote" for either the Sherman Police Department or the Sherman Fire Department. This year, the Sherman Fire Department would like to have an Open House in conjunction with the Blood Drive. Due to the heavy foot traffic between the Fire and Police Departments, the Fire Department would like to temporarily close Travis Street (FM 131) between Jones and Cherry Streets. The events will require traffic control assistance and barricades from the City of Sherman.

Origination

Fire Chief J. J. Jones

Financial Consideration

The Fire Department is requesting that the Street Department drop off the barricades necessary to close the street and detour traffic. Fire Department personnel will put up the barricades and take them down each day. The Street Department can retrieve the barricades following the holiday, during normal working hours on Tuesday, June 1st.

Staff Recommendation

It is recommended that the City Council approve this request to close the one block between the Sherman Fire Department and the Sherman Police Department and authorize the necessary traffic support, control and assistance to accommodate the events.

Alternatives

None recommended

Attachments

Blood Drive, Open House and Truck Dedication Announcement
Map of Street Closure and Detour Route

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

Sherman Fire Department

Invites You To Join Us

Battle of the Badges Between Sherman Fire and Police Departments

To Benefit

Texoma Regional Blood Center

Thursday, May 27th, 7 am to 7 pm
Friday, May 28th, 7 am to 7 pm
Saturday May 29th, 9 am to 1 pm

Fire Department Open House

Friday & Saturday, May 28th & 29th

Fire Department Truck Dedication and Ceremony

Saturday, May 29th, 9 am to 1 pm

A short ceremony to roll out the old and push in the new will be followed by hot dogs and cold drinks.

All Activities will be in the 300 block of South Travis
Between the Sherman Fire and Police Departments
The Blood Center will also accept donations at
3911 North Texoma Parkway in Sherman

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.5

OTHER BUSINESS

Replat Approval of Lot 4, Block B, North Haven Addition and Lot 2-R of the Replat of Lots 1-3, Block B, North Haven Addition; Spavinaw Development, Owners, and Sartin and Associates, Inc., Surveyors (3112 and 3116 Rivercrest Drive)

Issue
To consider Replat approval of Lot 4, Block B, North Haven Addition and Lot 2-R of the Replat of Lots 1-3, Block B, North Haven Addition

Background
The property is located at 3112 and 3116 Rivercrest Drive in the North Haven Addition. The owners would like to replat two adjacent lots for residential development.

Origination
Spavinaw Development (Owners); and Sartin and Associates, Inc. (Surveyors)

Board Recommendation
At the April 20, 2010 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

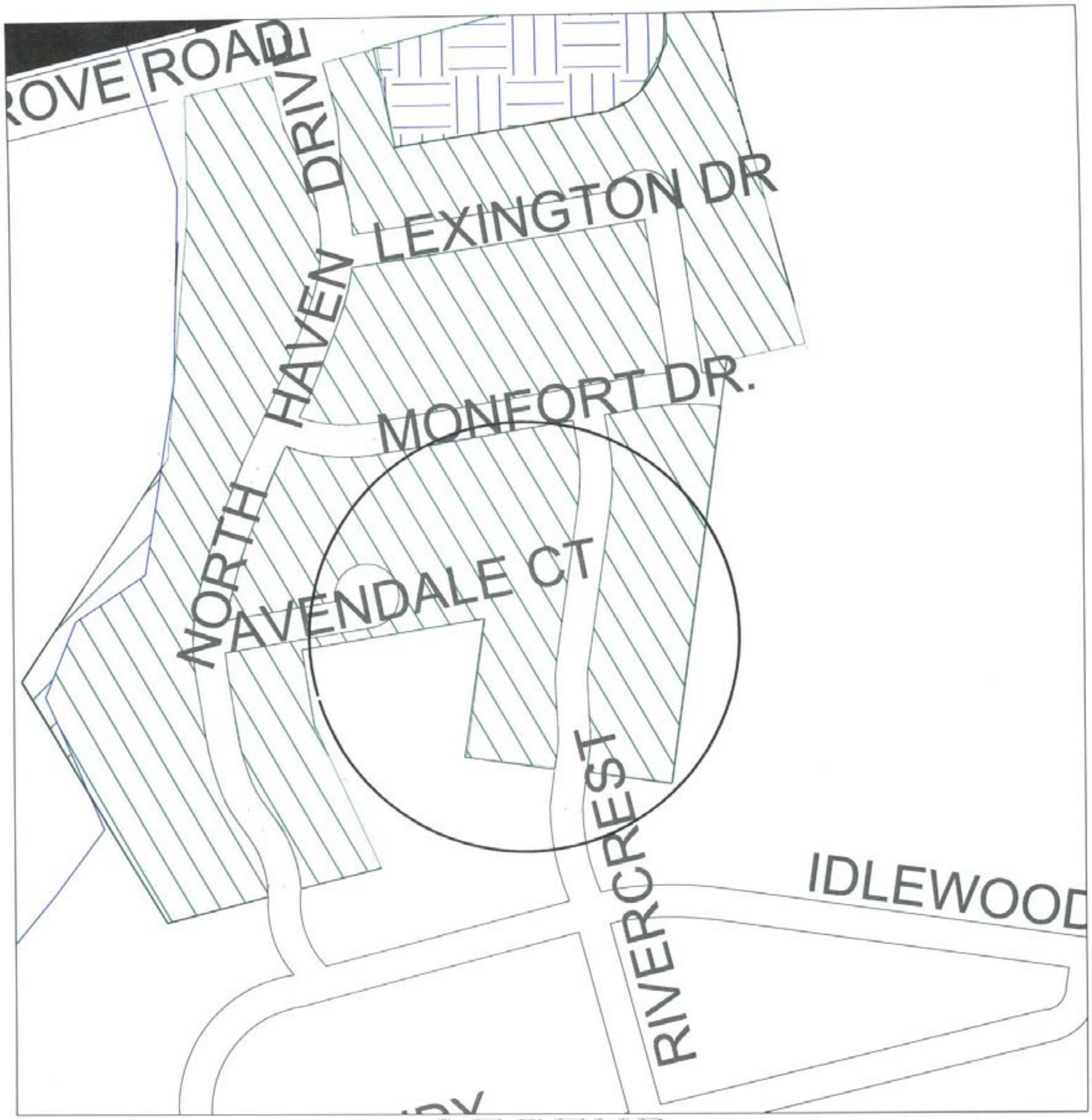
Attachments
Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

City of Sherman, Texas
Engineering Department

3112 and 3116 Rivercrest Drive



LEGEND

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

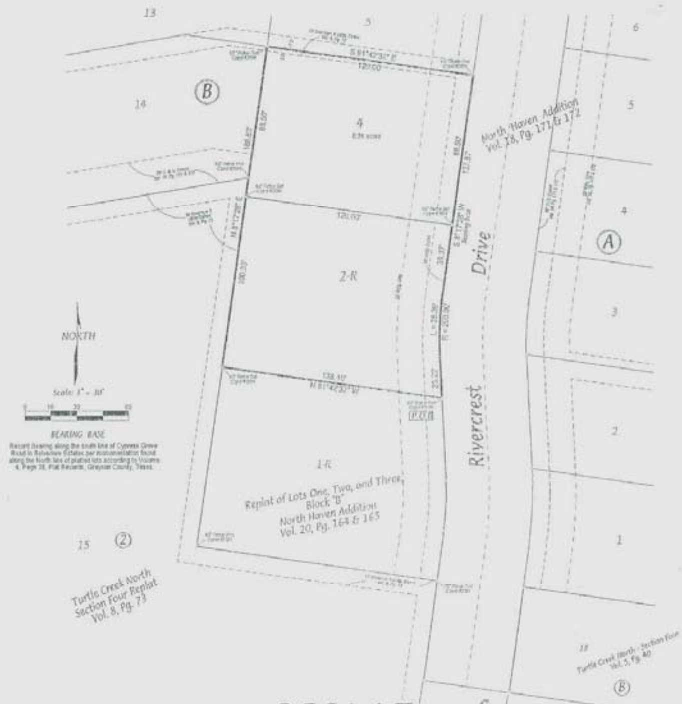
3112 AND 3116 RIVERCREST DRIVE

ENGINEERING DEPARTMENT

N

3112 Rivercrest Drive

3116 Rivercrest Drive



REPLAT of
LOT FOUR, BLOCK "B",
NORTH HAVEN ADDITION
(vol. 18, pgs. 171 & 172)
and LOT 2-R of the REPLAT of
LOTS ONE, TWO, and THREE, BLOCK "B",
NORTH HAVEN ADDITION
(vol. 20, pgs. 164 & 165)
to the
CITY of SHERMAN, TEXAS
(being 0.64 Acres)

Owner & Developer

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors

SHEET 1 OF 2

AGENDA ITEM # 7

City of Sherman
Planning and Zoning Commission
Agenda Communication Form
April 20, 2010
Lawrence Davis, Chairman

3112 and 3116 Rivercrest Drive
Being all of Lot 4, Block B, North Haven Addition and all of Lot 2-R of the Replat of Lots 1-3 of the Replat of Lots 1-3, Block B, North Haven Addition
Replat

Requested Action/Proposed Use:
Replat of Lot 4, Block B, North Haven Addition and Lot 2-R of the Replat of Lots 1-3, Block B, North Haven Addition

Background:
This is a replat reconfiguring two adjacent lots.

Adjacent Zoning:
SF-1 (Single Family Residential) District and R-1 (One and Two Family Residential) District.

Origination:
Spavinaw Development, LLC (Owners) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:
Residential

Attachments:
Location map
Photographs
Replat
Staff Review Letter

Prepared by:	**Approved by:**
Lisa Whitfield,	**Scott Shadden,**
Engineering & Development Coordinator	**Director of Development Services**

STAFF REVIEW LETTER

April 12, 2010

Spavinaw Development, LLC
622 E. Lamar
Sherman, Texas 75090

Dear Applicants,

The request for approval of a Replat of Lot 4, Block "B", North Haven Addition and Lot 2-R of the Replat of Lots 1-3, Block B, North Haven Addition concerning the property located at 3112 and 3116 Rivercrest Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 20, 2010 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire).
2. Original tax certificates shall be furnished for the purpose of recording the replat.
3. Drive approaches and sidewalks shall conform to the City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
4. Any other changes made to the final replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

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

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

Respectfully,

Don Keene
Exec. Dir. of Planning & Public Works

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities and Engineering
Lisa Whitfield, Engineering & Development Coordinator
Sartin & Associates, PO Box 1843, Sherman, Texas 75090

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

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:** 5-17-2010

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:** 5-17-2010

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER
QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Council Audit Committee (3)

Issue
Deputy Mayor Joe Smith and Council Members Chip Adami and Cary Wacker currently serve on the Council Audit Committee. Their terms expire in June 2010.

Background
The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination
The appointment originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and fact sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE — LENGTH OF TERMS: 1 YEAR

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Cary Wacker	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2006 5/2007 6/2008 6/2009 6/2010	1 2 3 4 5	Council Member
Chip Adami	4	A 6/8/2004 R 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2005 5/2006 5/2007 6/2008 6/2009 6/2010	1 2 3 4 5 6	Council Member
Joe Smith	1	A 6/19/2007 R 5/20/2008 R 5/19/2009	6/2008 6/2009 6/2010	1 2 3	Council Member

NOTE: Council Member's appointment expires at end of one year.

CITY STAFF: City Manager and Assistant City Manager/CFO
Revised 5/19/2009

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 - DECEMBER 23, 1991

1. **Number of Members** THREE (3)
2. **Term of Appointment** ONE YEAR
3. **Consecutive Term Rule** NO RULE
4. **Qualifications for Membership** COUNCILMEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. **Appointed by** MAYOR AND CITY COUNCIL MEMBERS
6. **Board Organization**

   CHAIRPERSON __ VICE CHAIRPERSON __ SECRETARY __

   ELECTED __ APPOINTED __

7. **Departmental Responsibility** CITY MANAGER & DIRECTOR OF FINANCE
8. **Meeting Date** AS CALLED
9. **Attendance Requirements** NONE

==

RESPONSIBILITIES:
Audit Committee will assist Council and Staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the best of the council on technical accounting issues.

DUTIES:
Provide input on the selection of External Auditors;
Review Audit Reports;
Provide Recommendations to Council on Technical Accounting matters;
Review the justification for Internal Audit functions;
All other Accounting and Financial Reviews as directed by the City Council.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.9

APPOINT/REMOVE OR CONSIDER
QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Investment Committee (2)

Issue
Council Members Willie Steele and Robert Softly currently serve on the City's Investment Committee. Their terms expire in May 2010.

Background
The Committee provides guidance on investment matters for the City and annually approves the list of brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster for the Committee is attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009	5/2008 5/2009 5/2010	1 2 3	Council Member
Robert Softly	2	A 5/20/2008 R 5/19/2009	5/2009 5/2010	1 2	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	Assistant City Manager/CFO

NOTE: Council Member's appointment expires at end of term of elected office.

CITY STAFF: Assistant City Manager/CFO
Revised 5/19/2009

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.10

APPOINT/REMOVE OR CONSIDER
QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Reinvestment Committee (2)

Issue
Deputy Mayor Joe Smith and Council Member Chip Adami currently serve on the City's Tax Reinvestment Committee. Their terms expire in May 2010.

Background
The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and by-laws for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE

LENGTH OF TERMS: One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Joe Smith	1	A 5/20/2008 R 5/19/2009	5/2009 5/2010	1 2 3	Sherman Council Member Voting Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2006 5/2007 5/2008 5/2009 5/2010	1 2 3 4 5	Sherman Council Member Voting Member
John Ramsay					Grayson County Voting Member
Johnny Waldrip					Grayson County Voting Member
Ralph Jones					Grayson County Jr. College Voting Member
Bill McFatridge					Grayson County Jr. College Voting Member
Cathy Renshaw					SISD Non-Voting Member
David Kennedy					SISD Non-Voting Member

NOTE: Two (2) Council Members are appointed to this committee.
Both SISD Non-Voting Members are eligible to vote for chairman only

CITY STAFF: City Manager George Olson
Revised 5/19/2009

BYLAWS FOR TAX REINVESTMENT COMMITTEE
OCTOBER 1, 1995

Mission

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point of the tax reinvestment process.

Authority

The Committee shall serve as a joint advisory committee to the taxing entities on the subject of tax reinvestment. To serve that purpose, the committee shall provide information on the abatement process, evaluate requests for abatements, and make recommendations on those requests to the governing bodies of each taxing entity. The committee shall not grant tax abatements. That responsibility is reserved by law to the governing bodies of each taxing entity.

Organization

The governing body of each taxing entity shall appoint two elected officials of that taxing entity to serve as representatives on the committee. Those entities which wish to consider and vote on all recommended abatements shall be *active entities* and their representatives shall be *active members*. Those entities which do not wish to consider and vote on all recommended abatements shall be *inactive entities* and their representatives shall be *inactive members*. The status of each taxing entity, in regards to active and inactive, is at the sole discretion of each governing body and such status may change from time to time. The committee may also appoint any number of *ex-officio members* to assist the committee in its work.

Terms

The term of appointment for all members shall be one calendar year. There shall be no limit on the number of terms which a member can serve.

Office of Chairman

The *active and inactive members* shall select from among active members, one member to serve as chairman. The duties of the chairman shall be conducting the meetings of the committee and signing the minutes of the meeting. The chairman shall be allowed to vote on all issues coming before the committee.

Quorum

The requirements for a quorum shall be met if at least four *active members* are present and if all *entities, both active and inactive,* are represented.

Voting

A measure shall be considered passed if a majority of the *active members* present at the meeting vote in favor of the measure. For the purposes of selecting the Chairman, inactive members shall vote.

Acceptance and Amendment of By-Laws

These bylaws shall be considered accepted if the governing bodies of all taxing entities, both *active and inactive,* approve them in open session. Amendments to these bylaws shall also require acceptance by the governing bodies of all taxing entities.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.11

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #1 (3)

Issue
Mayor Bill Magers and Council Members Willie Steele and Chip Adami currently serve on the City's Tax Increment Financing Board #1. Their terms expire in May 2010.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One. TIF Zone Number One incorporates essentially all of the Sherman Town Center, on the west side of Highway 75 and south of Loy Lake Road.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and information sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2006 5/2007 5/2008 5/2009 5/2010	1 2 3 4 5	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009	5/2008 5/2009 5/2010	1 2 3	Council Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2006 5/2007 5/2008 5/2009 5/2010	1 2 3 4 5	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

CITY STAFF: George Olson, City Manager
Revised 5/19/2009

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

==

PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.12

APPOINT/REMOVE OR CONSIDER
QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #2 (3)

Issue
Mayor Bill Magers and Council Members Willie Steele and Chip Adami currently serve on the City's Tax Increment Financing Board #2. Their terms expire in May 2010.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and information sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2006 5/2007 5/2008 5/2009 5/2010	1 2 3 4 5	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009	5/2008 5/2009 5/2010	1 2 3	Council Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009	5/2006 5/2007 5/2008 5/2009 5/2010	1 2 3 4 5	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

CITY STAFF: George Olson, City Manager
Revised 5/19/2009

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

==

PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.13

APPOINT/REMOVE OR CONSIDER
QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #3 (3)

Issue
Mayor Bill Magers and Council Members Willie Steele and Chip Adami currently serve on the City's Tax Increment Financing Board #3. Their terms expire in May 2010.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and information sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/19/2007 R 5/20/2008 R 5/19/2009	5/2008 5/2009 5/2010	1 2 3	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009	5/2008 5/2009 5/2010	1 2 3	Council Member
Chip Adami	4	A 6/19/2007 R 5/20/2008 R 5/19/2009	5/2008 5/2009 5/2010	1 2 3	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

CITY STAFF: George Olson, City Manager
Revised 5/19/2009

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE

2. Term of Appointment: REVIEW ANNUALLY

3. Consecutive Term Rule: N/A

4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER

5. Appointed by: MAYOR AND CITY COUNCIL

6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE

7. Departmental Responsibility: CITY MANAGER

8. Meeting Date: CALLED AS NECESSARY

9. Attendance Requirements: N/A

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. D.14

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074 **Personnel Matters:**

(a) Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:

(i) Civil Service Commission (1)

(ii) Sherman Housing Authority Board (3)

(iii) Sherman Higher Education Finance Corporation Board (7)

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. F.1

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

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-17-2010

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor

2010

CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/04/10 - January 4th Council meeting cancelled - holiday schedules
01/18/10 - M.L.K., Jr. Birthday / Regular Council Meeting
02/15/10 - Washington's Birthday / Regular Council Meeting
04/30/10 - 12 Noon Budget Planning Meeting in Council Chambers
~~05/08/10 - City Council Election~~
~~05/11/10 - Called Meeting to Canvass Election Results~~
06/17-18/10 - Budget Workshop/Long Range Planning Workshop in Council Chambers
07/05/10 - Independence Day - Called Council Meeting on 07/06/10
09/06/10 - Labor Day / Called Council Meeting on 09/07/10