CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 7, 2012
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2012 AND THE CALLED CITY COUNCIL (BUDGET PLANNING) MEETING OF APRIL 20, 2012

Proclamations

A.5 PROCLAMATION
"Foster Care Month" – May 2012

A.6 PROCLAMATION
"Motorcycle Safety and Awareness Month" – May 2012

A.7 PROCLAMATION
"National Travel and Tourism Week" – May 5-13, 2012

Public Hearing

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5740
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of the US 75/Sam Rayburn Freeway North Bound Frontage Road in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5741
Repealing Ordinance No. 4549 in its Entirety; Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.08, entitled "Utility Billing", Section 13.08.003, and at Article 13.09, entitled "Service Fees", Section 13.09.001

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5742

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Dealership, Body Shop and Service Department in a C-2 (General Commercial) District at 4305 Texoma Parkway, being 1.94 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 (Ag-Power Real Estate, Inc., Owners; Jack Barsi, Prospective Buyer; David Baca, Architect; and Sartin & Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5743

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Used Automobile Sales in a C-2 (General Commercial) District at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition (Five and Dime Certified Sales, LLC, Owner; and Jade Lamance, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Close Public Hearing and Consider Adoption of Ordinances

B.5 ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers:

(a) 5740
(b) 5741
(c) 5742
(d) 5743

B.6 CONSENT AGENDA

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

Resolutions

C.1 RESOLUTION NO. 5667

Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for an Urban Mobility and Rehabilitation Project (New Roadway from Canyon Grove Road to the US 82 Westbound Frontage Road)

C.2 ** RESOLUTION NO. 5668*

Authorizing Submission of a Joint Grant Application with Grayson County for, and the Acceptance of, a Grant Awarded under the 2012 Justice Assistance Grant Program – CFDA #16.738

C.3 ** RESOLUTION NO. 5669*
Authorizing Execution of an Interlocal Agreement between the City of Sherman and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2012 Justice Assistance Grant Program – CFDA #16.738

C.4 ** RESOLUTION NO. 5670*
Authorizing the Purchase of 96-Gallon Residential Automated Trash Carts for the Solid Waste Services Department through the State of Texas Purchasing Contract – Reference Bid #450-A2

C.5 ** RESOLUTION NO. 5671*
Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for the Purchase of an Annual Supply of Cover Stone for the 2012 Seal Coat Program

C.6 ** RESOLUTION NO. 5672*
Awarding a Bid to and Authorizing Execution of a Contract with Ergon Asphalt and Emulsions, Inc. for the Purchase of an Annual Supply of Emulsified Asphalt Oil for the 2012 Seal Coat Program

C.7 ** RESOLUTION NO. 5673*
Authorizing Execution of an Encroachment Easement to Joseph Hunt for the Construction of a Storage Building in a 10' Drainage Easement and a 7' Utility Easement on Lot No. 22 of Block No. 6 of the Country Ridge Estates No. 2 Addition to the City of Sherman (1104 Pintail Drive)

Other Business

D.1 OTHER BUSINESS
Consider Approval of the Annexation Scheduling Plan for the Annexation of 71.671 acres along Washington Street; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

D.2 ** OTHER BUSINESS*
Approve Quarterly Investment Reports for Period Ending March 31, 2012

D.3 ** OTHER BUSINESS*
Final Plat Approval of the API Addition, being 3.87 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503; Ag-Power Real Estate, Inc., Owner; Jack Barsi, Prospective Buyer; and Sartin and Associates, Inc., Surveyors (4301 and 4305 Texoma Parkway)

D.4 ** OTHER BUSINESS*
Replat Approval of Lot 4, Crescent Oaks Plaza Addition, containing 7.108 acres; ET Joint Venture, Owners; and Underwood Drafting and Surveying, Surveyors (1603 U. S. Highway 75 North)

D.5 ** OTHER BUSINESS*

Replat Approval of Lots 10 and 11, Block 2, O'Hanlon Ranch Addition, Phase 2, containing 0.54 acres; John and Alicia McCampbell and DGR Development Group, LTD, Owners; Ken Arnold, Prospective Buyer; and Sartin and Associates, Inc., Surveyors (2941 Overland Trail and 2505 Silverado Trail)

D.6 CITIZEN REQUESTS

D.7 MEDIA QUESTIONS

D.8 COUNCIL COMMENTS

D.9 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

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:** 5-7-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Pamela L. Howeth, Council Member

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2012 AND THE CALLED CITY COUNCIL (BUDGET PLANNING) MEETING OF APRIL 20, 2012

STATE OF TEXAS §

April 16, 2012

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 April 16, 2012.

MEMBERS PRESENT: **MAYOR BILL MAGERS; DEPUTY MAYOR WILLIE STEELE. COUNCIL MEMBERS HOWETH, PLYLER, SMITH, SOFTLY, 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 Robert Softly.

APPROVE MINUTES **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of March 19, 2012. Council Member Smith moved to approve the Minutes as presented; Second by Deputy Mayor Steele. All present voted AYE.
MOTION CARRIED.

SPECIAL PRESENTATION

ACCEPTING OUR NATION'S FLAG, FLOWN OVER COMBAT LOGISTICS BATTALION, CAMP FALLUJAH, IRAQ DURING OPERATION IRAQI FREEDOM, PRESENTED BY RICHARD A. PELLEY ON BEHALF OF DR. SALEEM A. KHAN, M.D. (CAPTAIN IN THE U.S. NAVY) **PRESENTATION OF FLAG FLOWN DURING OPERATION IRAQI FREEDOM**

Richard Pelley appeared representing Dr. Saleem A. Khan, M.D., a local doctor practicing in Sherman since 1977. Dr. Khan also serves as a Captain in the U.S. Navy, with the rank equivalent of a Colonel in the U.S. Marine Corps.

Dr. Khan asked Mr. Pelley to present a United States Flag that was flown over Camp Fallujah in Iraq during Operation Iraqi Freedom. At the time, Captain Khan was the Officer in Charge of the camp.

Mr. Pelley added that Dr. Khan is a nationally recognized surgeon and has received many honors. During the last 10 years he has spent a great deal of his time in the military overseas, including seven combat tours.

Dr. Khan is presently on temporary duty at the University of Texas at Houston. He is well recognized as an expert in acute care surgery and he is teaching other military personnel.

Dr. Khan has been awarded the Leonard Tow Humanism in Medicine Award in 2011, which has only been awarded to 11 other physicians.

Mr. Pelley also presented the Council with a Certificate of Authenticity, confirming that this flag was flown over Fallujah Surgical Company Combat Logistics Battalion Five, Camp Fallujah, Iraq during Operation Iraqi Freedom, and signed by the Officer in Charge.

Mayor Magers thanked Dr. Khan for the historical presentation to the Sherman City Council, adding that he was a "heck of a surgeon and a heck of a good guy." He also thanked Mr. Pelley for appearing before the Council.

PROCLAMATION

"TEXOMA EARTH DAY FESTIVAL DAY" – APRIL 21, 2012

TEXOMA EARTH DAY FESTIVAL DAY (APRIL 21, 2012)

Council Member Wacker presented a proclamation to Marla Loturco designating April 21, 2012 as "Texoma Earth Day Festival Day".

Ms. Loturco thanked the City Council for the proclamation. This is the 4th Annual Earth Day Festival in Sherman and she distributed a handout with a schedule for the day's activities.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5738 ZONE CHANGE (4000-4200 BLOCKS OF N. TRAVIS STREET)

Mayor Magers introduced Ordinance 5738 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT IN 4000-4200 BLOCKS OF NORTH TRAVIS STREET (CREED CANYON PARTNERS, LTD, OWNERS; MATTHEW LOONEY, REPRESENTATIVE; CROSS ARCHITECTS, PLLC, ARCHITECTS; VILBIG AND ASSOCIATES, ENGINEERS; AND SARTIN AND ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5738.

ORD 5739 ZONE CHANGE (4701 CAMP VERDE CIRCLE)

Mayor Magers introduced Ordinance 5739 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE SF-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT AT 4701 CAMP VERDE CIRCLE AND 100 NORTH CREEK DRIVE WEST (FIRST TEXOMA NATIONAL BANK, OWNERS; VILBIG AND ASSOCIATES, ENGINEERS; AND HELVEY AND ASSOCIATES, SURVEYORS); PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5739.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5738

ORD 5738 ZONE CHANGE (4000-4200 BLOCKS OF N. TRAVIS STREET)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT IN 4000-4200 BLOCKS OF NORTH TRAVIS STREET (CREED CANYON PARTNERS, LTD, OWNERS; MATTHEW LOONEY, REPRESENTATIVE; CROSS ARCHITECTS, PLLC, ARCHITECTS; VILBIG AND ASSOCIATES, ENGINEERS; AND SARTIN AND ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

Mayor Magers said as the Chairman of the Metropolitan Planning Organization, they have spent a lot of time and energy, as well as Texas Department of Transportation dollars, trying to improve the intersection at Pecan Grove Road and Travis Street on the west side of Wal-Mart. That project is going out for bid this month.

In the coming weeks, a traffic signal will be located at the intersection and it will be reconfigured to relieve some of the traffic congestion. The MPO has been considering this intersection for three years and the project has been designed to spur development.

The proposed apartments will be a good buffer between retail and residential areas. One of the concerns has been that intersection, but due to the hard work of the MPO and TxDOT, it will be reworked and should be a great intersection.

Council Member Wacker asked if there were any special requirements for the apartment complex for the ingress and egress into their facility. Mark Gibson, Director of Engineering and Utilities, said they will have an approach on Travis Street, north of the intersection and they will be required to apply to TxDOT for a driveway permit. There will probably be some restrictions pertaining to deceleration lanes.

Ordinance 5739

ORD 5739 ZONE CHANGE (4701 CAMP VERDE CIRCLE)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE SF-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT AT 4701 CAMP VERDE CIRCLE AND 100 NORTH CREEK DRIVE WEST (FIRST TEXOMA NATIONAL BANK, OWNERS; VILBIG AND ASSOCIATES, ENGINEERS; AND HELVEY AND ASSOCIATES, SURVEYORS); PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Deputy Mayor Steele to approve Ordinance Nos. 5738 and 5739, as presented. Second by Council Member Softly.

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

VOTING NAY: None.
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. 5663 – AUTHORIZING EXECUTION OF AN ENCROCHMENT EASEMENT TO DIANE CURRAN FOR THE CONSTRUCTION OF A SUNROOM IN A 20' DRAINAGE AND UTILITY EASEMENT IN LOT NO. 31 OF BLOCK NO. 3 OF THE WASHINGTON PLACE ADDITION TO THE CITY OF SHERMAN (2311 CHANDLER COURT) — **RES 5663 ENCROACHMENT EASEMENT (2311 CHANDLER COURT)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO DIANE CURRAN FOR THE CONSTRUCTION OF A SUNROOM IN A 20' DRAINAGE AND UTILITY EASEMENT IN LOT NO. 31 OF BLOCK NO. 3 OF THE WASHINGTON PLACE ADDITION TO THE CITY OF SHERMAN (2311 CHANDLER COURT).
CONSENT AGENDA.

RESOLUTION NO. 5664 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES CROSSING LAMBERTH ROAD IN THE CITY OF SHERMAN — **RES 5664 DEVELOPMENT AGREEMENT TO CROSS LAMBERTH RD**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES CROSSING LAMBERTH ROAD IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 5665 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH XYLEN WATER SOLUTIONS USA, INC. / FLYGT PRODUCTS FOR THE PURCHASE OF TWO SUBMERSIBLE PUMPS FOR THE HEADWORKS LIFT STATION AT THE WASTEWATER TREATMENT PLANT — **RES 5665 WWTP LIFT STATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH XYLEN WATER SOLUTIONS USA, INC. / FLYGT PRODUCTS FOR THE PURCHASE OF TWO SUBMERSIBLE PUMPS FOR THE HEADWORKS LIFT STATION AT THE WASTEWATER TREATMENT PLANT.
CONSENT AGENDA.

RESOLUTION NO. 5666 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH TPC CONTROLS, INC. FOR WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION VOLUNTARY FREQUENCY DRIVE IMPROVEMENTS

RES 5666
WWTP LIFT STATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH TPC CONTROLS, INC. FOR WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION VOLUNTARY FREQUENCY DRIVE IMPROVEMENTS.

CONSENT AGENDA.

REQUEST TO ADVERTISE

REQ TO ADVERTISE

REPAIRS TO STEPHENS 1 TRINITY AND OLD SETTLERS PARK 1 TRINITY WATER WELLS

WATER WELL REPAIRS

The City Council approved the request to advertise for repair of the Stephens 1 Trinity and Old Settlers Park 1 Trinity Water Wells. The pumps at both wells have deteriorated and need to be pulled and inspected. Repairs or replacement may be required.

CONSENT AGENDA.

DOWNTOWN SHERMAN STREETSCAPE PROJECT

DOWNTOWN STREETSCAPE PROJECT

The City Council approved the request to advertise for bids for the Downtown Sherman Streetscape Project. In 2009 the City was interested in improving the pedestrian amenities in the downtown area, and applied for a Federal grant through TxDOT. The grant was awarded to the City on July 29, 2010.

The goal of the project was to remove the large striped areas and create pedestrian friendly plazas. The project includes sidewalks and trees in areas around the square and along Houston and Lamar Streets between the square and U.S. Hwy 75.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD SECRETARY CHRIS PENDERGRASS AND SEDCO PRESIDENT SCOTT CONNELL

SEDCO QUARTERLY PROGRESS REPORT

Scott Connell, President of the Sherman Economic Development Corporation, explained that Chris Pendergrass was unable to attend the meeting and he would be presenting the quarterly progress report.

Mayor Magers commended Mr. Connell for a presentation he did last week for a prospect. Sherman didn't get the company, however he said Mr. Connell had done a great job.

Mr. Connell said he began working with SEDCO on February 15, 2012. During the last quarter, Halco Rock Tools announced their relocation to a facility in Midway Industrial Park. The project includes an investment of $8 million and the creation of 20 new jobs over the current 20 that they employ.

SEDCO's last installment was also paid to Cooper B-Line for their completion of the expansion of their facility and the addition of $3.3 million in equipment. The final incentive check was $132,000.

Last year GlobiTech announced three separate projects for the investment of equipment and expansion. One of those projects has been completed and they are moving forward with the other two projects. The three projects include $52.2 million in investments.

SEDCO is also focused on moving forward in Progress Park as a developer and not just a land owner. There are four different opportunities and they want to stay very active in promoting the market.

Mr. Connell said they continue to maintain relationships with companies that have already announced such as Panda Energy, GlobiTech, Sunny Delight, Austin College, and Alpla. All are moving forward with their projects.

He added that there are a lot of opportunities for expansion with the local companies, and SEDCO feels that is an important part of their job.

Mr. Connell said SEDCO was recognized by the Dallas Business Journal as the number one regional economic development agency for 2011. The ranking is based on announced investments and the amount would have ranked Sherman number eleven overall for the Metroplex.

Utilities have also been transferred at the Youth Center and SEDCO is managing the facility.

During the quarter, SEDCO submitted initial proposals for seven projects and hosted three site visits. There are some great things to sell for the community. He added that they also met with the president and the chairman of Panda Power and they are moving forward.

Mayor Magers asked about the Flex-ing project. Mr. Connell said Flex-ing was working on an in-house expansion project that required the moving of utilities. He thanked the City staff for working with the company to change the infrastructure. SEDCO is participating in the cost of the infrastructure because it does benefit Midway Industrial Park as a whole.

ANIMAL SHELTER'S ADOPT-A-THON

RECEIVE CHIEF ANIMAL CONTROL OFFICER SCOTT PARKER'S REPORT ON THE SHERMAN ANIMAL SHELTER'S ADOPT-A-THON SCHEDULED FOR SATURDAY, MAY 5, 2012

Scott Parker, Chief Animal Control Officer, appeared with an adoptable puppy and kitten, to brief the City Council on the upcoming Adopt-A-Thon. This is the 17th year the City has participated in the national event. Hundreds of other animal

shelters and humane organizations team up to sponsor the annual event to find new homes for as many pets as possible.

This year's Adopt-A-Thon will be held on May 5, 2012, from 9:00 a.m. until 4:00 p.m. He invited the City Council as well as citizens to the event.

The adoption trailer will also be located at the Earth Day Festival on the Municipal Building Grounds on April 21, 2012, from 9:00 a.m. to 4:00 p.m.

Mayor Magers thanked Mr. Parker and his staff for the great job they do at the Animal Shelter.

RECEIVE CITY ENGINEER CLAY BARNETT'S PRESENTATION ON THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN

COMPREHENSIVE MASTER PLAN UPDATE

Clay Barnett, City Engineer, updated the City Council on the 2009 Comprehensive Master Plan, which is designed as a framework for guiding future development, redevelopment, and community enhancement for the next 20 years and beyond.

He outlined the highest priorities that were determined during the Master Plan process and updated the Council on their status. One priority was to update and enhance the development regulations, with goals to create a Highway 289 Overlay District, update and enhance the zoning and subdivision ordinances, and create water and wastewater design guidelines and standard construction details.

The staff is also working to enhance the Geographic Information System, GIS, which will include storm water infrastructure mapping, water valves and fire hydrant mapping, and the FEMA flood maps. Mayor Magers asked if the GIS system would be made available to the public. George Olson, City Manager, said that is still the goal.

The City also plans to complete the Post Oak Creek Flood Protection Planning Project by September 2012, which will give a list of projects that are needed to alleviate flooding in Sherman.

Another new project is the Neighborhood Revitalization Pilot Program. Many of the community parks have already been updated. However, there are many smaller, neighborhood parks that have suffered through past budget cuts. The emphasis of the Neighborhood Revitalization Program will be Fielder Park.

Another goal this year is to complete an assessment of the current park inventory and maintenance levels and how they are utilized.

The City continues to pursue annexations on a voluntary or as needed basis and expects to annex an area near S.H. 289 and Washington Street in the near future.

The contract for the Downtown Sherman Streetscape Project is expected to be on the May 21, 2012 City Council Agenda. It is anticipated that construction will begin in early June and be complete by September 2012.

Another goal for this year is to install illuminated street name signs at the traffic signals around the square.

The Street Sales Tax Initiative has gone a long way toward meeting the goals of roadway system maintenance. The City will begin to see proceeds from the recent Sales Tax Election in June 2012.

The City continues to leverage other monies when possible, such as the projects funded by the Metropolitan Planning Organization.

Mayor Magers asked about the Loy Lake Road Reconstruction. Mr. Barnett said that is Loy Lake Road between U.S. Hwy 82 and Pecan Grove Road. Mayor Magers asked if the plan was still to move Sam's entrance to Gallagher Road. Mr. Barnett said the staff is still working with them, however it is "not looking good."

Mayor Magers congratulated Mr. Olson and the staff for their hard work with the Comprehensive Master Plan. He added that he doesn't like consultants and was originally concerned about spending $250,000 for the study. He did not want it to "sit on the shelf" and not be used. He complimented the staff for actually "working the plan."

RECEIVE PRESENTATION FROM DOWNTOWN SHERMAN PRESERVATION & REVITALIZATION PRESIDENT DAVID BACA ON A PROPOSED DEVELOPMENT ORDINANCE FOR DOWNTOWN

DOWNTOWN DEVELOPMENT ORDINANCE

Mayor Magers introduced David Baca, President of Downtown Sherman Preservation & Revitalization, to present a proposed development ordinance for downtown. Mayor Magers understood that Mr. Baca wanted to discuss the strong points of the ordinance, the purpose of the ordinance, and how it affects current property owners.

Mr. Baca said the ordinance has been "in the works" for a couple of years and was developed through several community forums with local citizens and downtown property owners. They also reviewed the national "smart code" and other city's codes to help design a strong ordinance to encourage development and give developers an assurance of what would happen with downtown development in the future.

Mr. Baca said the boundaries for the ordinance would be, from north to south, Washington Street to Jones Street, and from east to west, from Montgomery Street to U.S. Hwy 75.

The area is then divided into two Transect Zones, which determine the building uses allowed, the density, and the architecture. The T-4 Zone is a general urban zone, from one to three stories, but not the densest area. The requirements do include landscaping and the property owner would be required to take care of the landscaping directly in front of them. With this, the requirements would be a public and private partnership.

The T-5 Zone will be the densest zone and is an urban center which will generally be located along Travis Street and around the square. It allows two to five stories and zero lot line setbacks, and is a high density area. Both zones also include architectural standards, with minimum standards for building materials.

The Arts and Cultural Zone would be in the area of the Kidd-Key Auditorium and would feature a campus-like setting, with larger building setbacks, generous landscaping, and architectural standards similar to the Kidd-Key Auditorium.

The other Transect is for "first floor use" and would include multi-use functions in one building. The first floor might be retail, and the upper floor might be living quarters.

The thought was to consolidate more of the retail in a denser area that is more walkable, which would also encourage more retail to move into the downtown area, rather than spreading out over a 30 block area. This would encourage retail usage mainly on Travis Street and around the square.

Mr. Baca said they have not determined some of the submission guidelines, the appeal procedures, and the establishment of a review board. They want to partner with the City to present an ordinance that would be acceptable to everyone.

Mr. Baca asked the City Council to recommend that the staff begin the review process on the proposed ordinance. He hoped that the ordinance could be ready for adoption within at least a year.

He addressed how the ordinance would affect current property owners. Mr. Baca said they are recommending that any existing business or building basically keeps its current use. He added that maybe there is a way that can be phased out over time if the building's current use would not fit within the proposal, especially the first floor usage.

Mayor Magers said the City currently has a review board in the Planning and Zoning Commission and an appeal process already in place. He asked if they were proposing

the addition of another layer of "red tape" to the process. Mr. Baca said the review board could be the Planning and Zoning Commission rather than a new board.

Mayor Magers asked what Mr. Baca meant by a "strong ordinance." Mr. Baca said he meant a more specific ordinance that talked in more detail about how a business should look. Setbacks might be more specific to enhance the urban character for the downtown area.

Mayor Magers verified that currently the setbacks downtown were zero. He said when he heard "stricter" and "more specific," he also heard "more difficult." He asked Mr. Baca how the proposed changes would make it easier to drive investment in downtown Sherman.

Mr. Baca said he meant an ordinance that was more definite. The existing landscape ordinance is very broad. The proposed landscape would be more specific and would include a list of "approved street trees" which would be the proper trees to use in the downtown area. The ordinance also specifies how many stories the property owner should use and how second floor windows should look.

Mr. Baca also addressed the types of materials that would be allowed downtown, saying that they had loosened the requirements. Mayor Magers said the reason the City Council had prohibited metal buildings downtown several years ago, was because DSP&R had requested the prohibition. Even today, the Planning and Zoning Commission can grant a variance for a metal building downtown if they feel it would be beneficial to development.

Mayor Magers questioned why more regulations were needed and did not like a government entity telling people what color to paint their building or how their windows should look. He wanted to make it easier to do things downtown and questioned red tape and bureaucracy. He said he was a big believer in property rights.

Council Member Wacker said the Heritage Park Overlay District addressed architectural features that needed to be incorporated on buildings so there weren't big, blank facades. The ordinance addressed articulation, scale, and different materials that could be used.

She added that the downtown area is unique and each building adjoins the next building so the storefronts are even. The sidewalks are even widths and there are display windows and other items that make the downtown area feel safe and walkable and give an ambiance of window shopping.

Council Member Wacker felt the proposed ordinance did address some of these items, and felt the Planning and Zoning Commission and the staff should review the

proposal to assure that it coordinates with the other ordinances in place, but also works with the uniqueness of downtown to encourage development.

Mayor Magers verified that the proposed ordinance was currently 39 pages, however Mr. Baca said there were many illustrations included to help explain the ordinance. Deputy Mayor Steele felt it was a "working ordinance" and there were some items for the staff to review and for the City Council to consider. He said he agreed with both sides. He didn't want an overly restrictive ordinance that would deter development.

Mr. Baca said the ordinance currently did not address the percentage of windows for a building, but it did prohibit the second floor from being a big, blank wall. It does discuss the articulation of windows.

Council Member Smith asked how that makes it easier for someone to build a building in downtown when you are specifying the number of windows and the distance apart that they should be. How do more restrictions make it easier for someone to do business downtown? Council Member Smith said he owned a building downtown and he did not want to be told how many windows he would be required to have in a second floor building.

Mr. Baca said the ordinance doesn't address how many windows would be required, but it does address a percentage of the space. Downtown is a very specific neighborhood and is very dense. There are zero lot lines and not 200 feet between buildings. The design is there to encourage a walkable neighborhood and development.

Retail businesses will be more likely to move to a neighborhood that has a better "feel" to it than one that looks like an industrial park with brick buildings and no windows.

Mr. Baca said they are trying to build a certain character to the downtown and he encouraged the Council to read the proposed ordinance. Mayor Magers said he would be a "hard sell" on this issue. He agreed there are things that can be done downtown to make it more appealing, but he felt that downtown Sherman will change with the demographics of Sherman, Texas. The Council needs to make it easy to bring money downtown and do business downtown.

Mayor Magers felt the "driver" for downtown would be the County Court House and anything done needs to keep that in mind. He wanted DSP&R to be aware of the concerns about more regulations.

ACTION TAKEN.

Motion by Deputy Mayor Steele to start the process and began a review of the proposed ordinance. Second by Council Member Smith.

Mr. Olson asked the Council what their expectations were from the staff, on the review. Mr. Baca is proposing the draft ordinance and the staff will review it, but what do you want the staff to do. He asked if they wanted the staff to draft the ordinance or review the proposal. The ordinance is not complete and will be incomplete when the staff reviews it.

Mr. Baca said they are asking that the process be started. The implementation is a big part of what's missing in the proposed ordinance, but DSP&R is open to the staff's suggestion.

Deputy Mayor Steele suggested that the proposed ordinance be reviewed by Scott Shadden, Director of Development Services. He did not feel it was ready for review by a committee. Mr. Olson expressed concern about the procedure.

Mayor Magers said there is an ordinance currently in place on what can and can't be done downtown. He was concerned about the enforcement cost of the proposed ordinance.

Mr. Olson said DSP&R is bringing the proposed ordinance forward and asking the City to consider "something." The plan is to turn it over to the staff to see if they agree with the proposal. That's really not the place of the staff. The staff should review the proposal to determine if it can fit into the framework of the current ordinance. The staff can do that, but where do we go from here.

He suggested that Mr. Shadden review the proposed ordinance and bring back a report about what it consists of. Then a determination can be made about the next step.

Mayor Magers suggested that DSP&R "fill in the blanks" of the proposed ordinance and bring it to the City for review. Mr. Shadden said he would be glad to meet with Mr. Baca and condense the ordinance into "bullet points" for consideration, and then an ordinance could be written.

ACTION TAKEN.

Motion by Deputy Mayor Steele to amend his motion to direct the staff to prepare a "bulleted" outline of the proposed downtown ordinance to bring back for Council discussion. Second by Council Member Smith.

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

REPLAT APPROVAL OF AUSTIN LANDING ADDITION, PHASE 1; BEING 30.243 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42; FIRST TEXOMA NATIONAL BANK, MARK E. BURKES, JASON E. WALL AND LINDA D. LOTT, OWNERS; VILBIG AND ASSOCIATES, ENGINEERS; AND HELVEY AND ASSOCIATES SURVEYORS (4600-5100 BLOCKS OF NORTH TRAVIS STREET)

REPLAT APPROVAL AUSTIN LANDING (4600-5100 BLOCKS OF N. TRAVIS STREET)

The City Council approved the Replat of Austin Landing Addition, Phase 1, located in the 4600 to 5100 blocks of North Travis Street. The owners of the 30.243 acre tract would like to replat the property from 77 lots into 83 lots for residential development.

The Planning and Zoning Commission recommended approval of the Replat.
CONSENT AGENDA.

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

EARTH DAY

EARTH DAY

Council Member Smith reminded citizens about the upcoming Earth Day.

RECOGNITION OF SHERMAN HIGH SCHOOL STUDENT

RECOGNITION OF SHS STUDENT

Council Member Howeth recognized Dani Jarvis, Sherman High School Student, who helped spearhead a program at SHS called 3D, which deals with bullying, and urges compassion and understanding between students.

The program was created by Ms. Jarvis and Symantha Murray, Family Career and Community Leaders of America Teacher and Sponsor.

The 3D program won "first" in State at the recent FCCLA competition, and participants will travel to Orlando, Florida in July to present their program at the National competition.

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

EXECUTIVE SESSION

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 PENDING LITIGATION

SECTION 551.074 **PERSONNEL MATTERS CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: SHERMAN HIGHER EDUCATION FINANCE CORPORATION (7)**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:11 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:37 p.m. and reconvened in Open Meeting.

OPEN MEETING — **OPEN MEETING**

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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

SHERMAN HIGHER EDUCATION FINANCE CORPORATION (7) — **SHERMAN HIGHER EDUCATION FINANCE CORPORATION**

ACTION TAKEN.

Motion by Deputy Mayor Steele to reappoint William W. Richardson, Dr. Al Hambrick, Rad Richardson, Jerry Chapman, Delinda N. Lough, and George Rowland, and to appoint Paul M. Bean to the Sherman Higher Education Finance Corporation Board for a term from April 18, 2012 to April 18, 2014. Second by Council Member Smith.

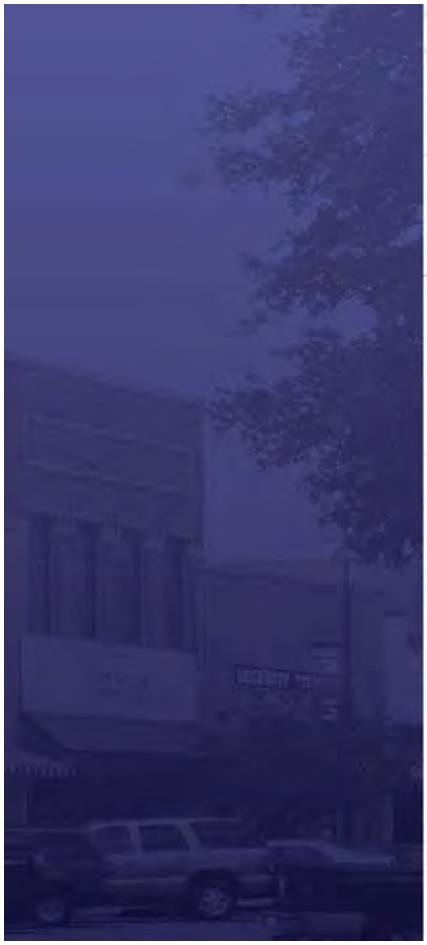
VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT — **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 6:39 p.m.

MAYOR

CITY CLERK



SHERMAN
COMPREHENSIVE PLAN ★ 2009

ADOPTED JULY 20, 2009

April 16, 2012 Update

Sherman
CLASSIC TOWN. BROAD HORIZON.

Introduction

- Summary
- History
  - 8 Meetings of the Comprehensive Plan Advisory Committee (CPAC):
    - 19 Community Leaders/Business Owners
    - Staff
    - 2 City Council Members
  - 2 Public Forums
  - Approved by the City Council in July, 2009
- Purpose
  - Lays Out a "Big Picture"
  - Considers At Once the Entire City
  - Assesses Near & Long Term Goals

Sherman
CLASSIC TOWN. BROAD HORIZON.

Action Agenda – Highest Priorities

- Updated & Enhance Development Regulations
- City Geographic Information System (GIS) Enhancements
- Storm Drainage Studies & Planning
- Revitalization of Older Neighborhoods
- Maintenance & Enhancement Initiative for Existing Parks
- Strategic Annexation Planning
- Downtown Development/Revitalization
- Roadway System Maintenance, Upgrades & Safety Improvements

Sherman
CLASSIC TOWN. BROAD HORIZON.

Updated & Enhanced Development Regulations

- Past Accomplishments:
  - Blalock Commercial Overlay District
  - Irrigation Ordinance
  - Updated Oil/Gas Specific Use Permit

GIS Map

- Current Goals:
  - Highway 289 Overlay District
  - Update & Enhance Zoning Ordinances
  - Update & Enhance Subdivision Ordinance
  - Create Water & Wastewater Design Guidelines
  - Create Standard Construction Details

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Geographic Information System (GIS) Enhancements

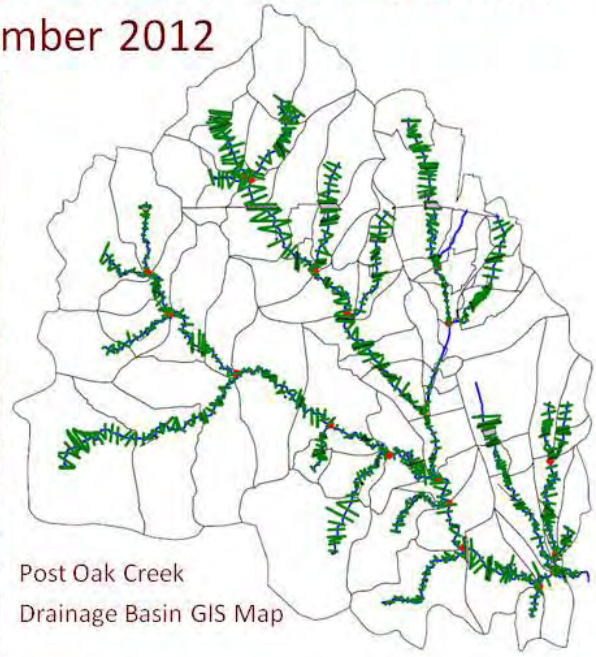
- Past Accomplishments:
  - http://shrsg01/shermangis/default.aspx
- Current Goals
  - Stormwater Infrastructure Mapping (67% Complete)
  - Linked Project Plans (Scanning 90% Complete)
  - Adding Water Valves & Fire Hydrants

Stormwater Infrastructure GIS Map

Sherman
CLASSIC TOWN. BROAD HORIZON.

Storm Drainage Studies & Planning

- Current Goals:
  - Completion of the Post Oak Creek Flood Protection Planning Project, September 2012



Post Oak Creek
Drainage Basin GIS Map

Sherman
CLASSIC TOWN. BROAD HORIZON.

Revitalization of older neighborhoods

- Past Accomplishments:
  - Ad Valorem Property Tax Abatements
  - Substandard Structure Ordinance
  - Street Enhancements (Brockett, Taylor & Travis Streets)

- Current Goals
  - Neighborhood Revitalization Pilot Program

Sherman
CLASSIC TOWN. BROAD HORIZON.

Maintenance & Enhancement Initiative for Existing Parks

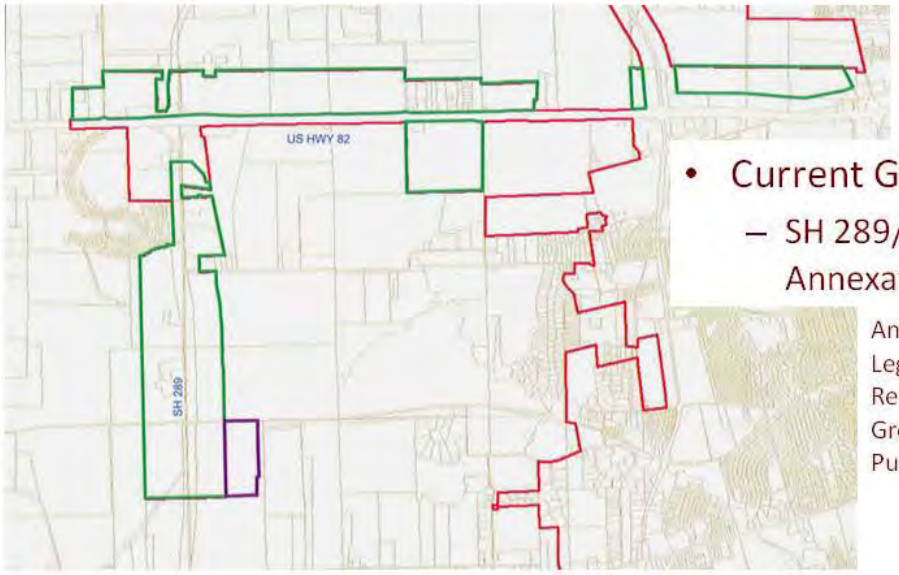
- Past Accomplishments:
  - Old Settlers Park Improvements
  - MLK Park Improvements
  - Construction of Pecan Grove Park

- Current Goals
  - Fielder Park (In Conjunction With The Neighborhood Revitalization Pilot Program)
  - Park Assessment

Sherman
CLASSIC TOWN. BROAD HORIZON.

Strategic Annexation Planning

- Past Accomplishments:
  - Dripping Springs Annexation – 23 Acres
  - SH 82/289 Annexation – 1837 Acres



- Current Goals:
  - SH 289/Washington Street Annexation – 72 Acres

Annexation GIS Map
Legend:
Red – Original City Limits
Green – SH82/289 Annexation
Purple – SH289/Washington

Sherman
CLASSIC TOWN. BROAD HORIZON.

Downtown Development/Revitalization

- Current Goals:
  - Downtown Sherman Streetscape Project
  - Illuminated Street Name Signs

- Past Accomplishments:
  - Travis Street Water Line Replacement & Overlay
  - Downtown District

Sherman
CLASSIC TOWN. BROAD HORIZON.

Roadway System Maintenance

- Past Accomplishments:
  - Street Sales Tax Initiative
  - Washington Street
  - Lamberth Drive

- Upcoming Goals:
  - Loy Lake Reconstruction
  - Travis Street (FM 131) at US 82 (MPO)
  - Widening Loy Lake Bridge at US 75 (MPO)
  - Weaving Lane on NB frontage road of US 75 (MPO)
  - Relocating the ramp off of US 75 onto FM 1417 (MPO)

Sherman
CLASSIC TOWN. BROAD HORIZON.

Questions

"Good fortune is what happens when opportunity meets with planning."

- Thomas A. Edison

Texoma Earth Day Festival
Saturday - April 21, 2012 – 8:00 am-5:00 pm

Introduction to Celebration
Thursday April 19th, 7:00 pm - Rialto Theater in Denison – Showing "Disney's Earth" $5
Friday – April 20th 5:00pm – 7:00 pm Preview for Friends of Library Sale

April 21, 2012

8:00 – 4:00	Friends of Library Book Sale	Sherman Public Library
8:30 – 3:00	Adopt – A – Pet	Festival Grounds
8:30 – 5:00	Earth Day Activities	Festival Grounds

Ballroom

9:00 – 5:00	Children's Art Show
9:00 – 5:00	Recycled Sculpture Art Show
9:00 – 5:00	Children's Activities
	Art Objects from landfill materials
	"leaf crowns"
	Coasters & Place Mats
	2:30 Story Telling

Main Stage

8:30 S&S Children's Choir
9:00 – Choctaw Blessing
10:30 – Jan's Musical Memories
12:00 – University of Gymnastics Demo
12:30 – Tai Chi for Health Demo
1:00 – Denison Family Karate Demo
1:30 – Red River Valley Dulcimer Club
3:00 – Jill Brown Studios

Workshops Ballroom

10:00 – E-Waste recycling
11:00 – Keynote – Robin Sowton
12:30 – Devonshire Recorder Consort
1:30 – Meeting the "Green Needs" of Community
2:30 – 200 Years of Texas Legends
3:30 – "Fracking" in Texoma

Workshops ABT Tent

Gardening Questions & Answers
Composting – or "Just Sitting There"
Container & Raised Bed Gardening
Make Laundry Detergent & More

Recycling at Festival

8:00 – 5:00	Batteries	Information Booth
8:00 – 5:00	Baseball Caps & Sunglasses	Information Booth
9:00 – 5:00	Eye Glasses	Sherman Noon Lions Club Booth 17
9:00 – 2:00	Document Shredding	City Hall South Parking Lot
9:00 – 2:00	Ink and Toner Cartridges	City Hall South Parking Lot
9:00 – 2:00	Styrofoam	City Hall South Parking Lot
9:00 – 2:00	Medicine Bottles	City Hall South Parking Lot
9:00 – 4:00	Electronic Waste	City Hall South Parking Lot
10:00 – 4:00	Blood Donations	Texoma Blood Mobile

Texoma Earth Day Festival is Organized by – Red River Unitarian Universalist Church Green Team
Sponsors:
Conservationist Level: Citizens Organizing for Resources (CORE);
Environmentalist Level: American Bank of Texas; Art from the Heart; City of Sherman; Choctaw Nation Going Green; Electronic Waste Disposal; Grayson College Art Department; Rialto Theater; Texoma Wraps; Wells Fargo Advisors;
Ecologist Level: Atmos Energy; Daniels Plant Food; Douglass Distributing; Jeannine Hatt, MD; Charles Phelps, MD; Red River Home Care; Texoma Print Services; United Electronic Recycling, LLC;
Preservationist Level: Children's Advocacy Center; Friends of Hagerman National Wildlife Refuge; Red River Auto Group;
Recycler Level: Cypress Lake Ranch, LLC; Denison Family Karate; Devonshire Recorder Consort; Downtown Sherman Preservation and Revitalization; Friends of the Sherman Library; Frances Nelson, Miss Daisy's Garden, Jan Fletcher, Jan's Musical Melodies; Jill Brown Studios; Lanny Joe Burnett; North Texas Stargazers; Red River Dulcimer Club; S & S Children's Choir; Sherman Community Garden; Debra Williamson, Tai Chi for Health; Texas Health Presbyterian Hospital – WNJ; Texoma Regional Blood Center; University of Gymnastics

STATE OF TEXAS §

April 20, 2012

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on April 20, 2012.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Willie Steele.
Council Members Howeth, Plyler, Smith, Softly, Wacker.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: George Olson, City Manager; Robby Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Don Keene, Director of Public Works; Mark Gibson, Director of Engineering and Utilities; Scott Shadden, Director of Development Services; Tom Watt, Police Chief; Mary Lawrence, Controller; Clay Barnett, City Engineer; Kevin Winkler, Parks and Recreation Administrator; Scott Parker, Chief Animal Control Officer; Lisa Whitfield, Engineering and Development Coordinator; Tammy Davis, Support Services Director; Danny Jones, Fire Department Division Chief; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: **CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**

FINANCIAL UPDATE

FISCAL YEAR 2013 PRELIMINARY BALANCING

COUNCIL INPUT FOR 2012-2013 BUDGET YEAR

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Magers called the meeting to order at 12:00 p.m., declared a quorum present, and opened the City Council Meeting. He congratulated the staff on the good job they had done for the last several years with limited funds. He said, hopefully the City had weathered the storm.

George Olson, City Manager, said the goal for the meeting is to tell the Council where the City is with the financials, how the staff is approaching the coming budget session, and to get input from the City Council on their desires and needs for the upcoming year. The items from this will be brought back for more detailed discussion at the Budget Work Session in June.

For the last four years the City has worked with a deficit, however this year there is not a deficit. The City is operating at a minimal service level and is spending within their means. Mr. Olson said this year the City needs to "catch up" on things they have been putting off, such as fleet, equipment, maintenance, programs, and training. The staff is also going to try and address employee compensation and will review group health insurance.

In addition, the City is still pursuing items in the Comprehensive Master Plan and has completed many of the items included in the Master Plan. Mr. Olson introduced Robby Hefton, Assistant City Manager/CFO.

Mr. Hefton compared the financial situation to the weather saying if the last few years have been "cloudy" or "stormy," then the present might be "partly cloudy." This gives the City an opportunity to begin to catch up on things that have gotten behind during the last few years. The staff has made some calculated risks or decisions to

repair instead of replace fleet and equipment. At some point those items "stack up" and the City must catch up on replacement. Mr. Hefton said the staff sees 2013 as an opportunity to begin catching up on capital fleet, maintenance items, compensation, and group health.

Mr. Hefton said the sales tax has been improving the last few months, and 15 of the last 19 months, the sales tax has been positive. Year 2011 ended up a little less that 3% growth in sales tax as compared to 2010. This is a good, stable amount and compares to where the City was prior to the economic downturn. In 2012, sales tax is performing a little better than 3%, actually around 5% to 6%.

The street sales tax has already begun to be collected and the City will receive the proceeds beginning in June 2012. There was no gap in street sales tax receipts but Mr. Hefton said this time the money will be used for regular maintenance of the streets and not for capital, long term projects.

Mr. Hefton said last year as the Council was building the budget, they made a conscious decision to take a more holistic look at balancing. They managed the reserves of the General Fund, Utility Fund, and Solid Waste Fund and if there were excess reserves, it was transferred to the other funds that needed it. For 2012 and for the next few years, the Utility Fund and the Solid Waste Fund will help keep the tax rate low in the General Fund.

Challenges for 2013 include group health, prioritizing capital expenditures, and facilities planning. Facility planning includes some crucial issues over the next three to four years, including the Girls, Inc. building; the Armory; the Youth Center; the Municipal Airport; the TxDOT Building; and the Fire Stations.

FINANCIAL UPDATE

Mr. Hefton presented a financial update on the City's three major operating funds, the group health fund, and the two CIP funds.

General Fund

The General Fund's ending fund balance is projected at $6.8 million, which is close to 90 days fund balance. Mr. Hefton said 75 to 90 days is the target amount for fund balance, with 60 days being the "bare minimum."

Year 2011 performed better than expected, because of sales tax, so the beginning fund balance was higher than expected. Most items are coming in where they were expected, however franchise taxes are down a little. The biggest time of the year for gas and electric franchises is the winter and since there was not much cold weather this past winter, the revenue from these franchises was down about $200,000.

In the General Fund, the revenue was up about $300,000 over what was budgeted, and expenses were close to budget. Again, the General Fund is expected to have an ending fund balance of $6.8 million at the end of 2012.

Utility Fund

Mr. Hefton said the Utility Fund's ending fund balance is projected at $6.9 million and is a little higher than would normally be left in the fund, equating to 120 to 130 days of fund balance. Last year, there was a very hot, dry summer and revenues were in excess of $1.5 million over what would normally be seen.

Even though there will be some relief in the debt service in a few years, there are also some major projects coming in the next three to five years. State regulations for the Wastewater Treatment Plant will be a major expense in the upcoming years.

Revenue projections for 2012 are expected to be slightly better than budgeted. Revenue is expected to increase by about $1 million. Expenses listed in "Utilities" and "Supplies" have been updated from the accompanying documentation. The Water Treatment Plant has been shut down for four months, which has caused a savings of $300,000 to $400,000 in operating costs. Those savings may be "eaten up" with some well repairs and upgrades that weren't budgeted.

Mayor Magers confirmed that the entire City has been on groundwater since about December 1, 2011. The surface water system should be back on line around May 1, 2012.

Solid Waste Fund
Mr. Hefton said there were no stories in the Solid Waste Fund. Revenues are about where they were expected, or slightly below. One of the major industries has initiated a recycling program that saved them some disposal fees. Expenses are close to budget. The $871,000 fund balance is low, but is close to 60 days.

Insurance Fund
The City is again struggling in the Insurance Fund and having a bad claims year. Claims are projected at $4.6 million again this year. For four of the last five years, the City has had bad claims years. Claims were better in 2010. Council Member Smith said it seems like bad claims years are really just normal claims years. Mr. Hefton said in 2013, the staff is increasing the projections for what a normal claim amount is.

Every year the staff reviews other insurance plans to determine what the City's rates would be. Even in the City's worst year, it is still several hundred thousand dollars better than a guaranteed payment to a Cigna or Blue Cross. Mr. Hefton felt that would again be the same, however the staff will review other insurance coverage.

He said one of the main expenses is pharmacy costs. Mayor Magers said he would like to see some cost sharing with the employees. Many drug companies are offering new drug programs to help with costs. Mr. Hefton said the City's insurance has made it easy to use generic drugs and both the employees and the City see discounts for use of these generics.

There will be a $1.2 million transfer into the Insurance Fund for 2012. For 2013 the new "normal" will probably be $4 million to $4.5 million instead of $3.5 million to $4 million.

General and Utility Improvement Funds
Mr. Hefton said the General Improvement Fund has about $671,000 in fund balance and the Utility Improvement Fund has about $3.5 million in fund balance. This will be the source for infusing cash into the group health fund.

Looking Forward
Mr. Hefton said the City's approach to the budget this year will be "catching up" on capital spending and fleet, programs, and employee compensation. The last across-the-board increase was in October 2008 and was a 2% raise. That was the year that the City planned to give a 4% pay increase with 2% given in October and 2% given in April. By the time April came around, the economy was bad and that 2% increase was cancelled. Two years ago the City also gave a $500, one-time payment to employees. The staff hasn't determined a number yet, but they feel it is important to give some type of compensation to the employees this year.
Mayor Magers said he has not heard a single employee complain during this downturn and they have all been "on the team." The private sector is doing the same thing. This was a decision to keep from laying people off. He agreed that the Council needs to look at employee compensation and take care of the employees.

Mr. Hefton said the challenges that the City has faced have been an opportunity to review how things are done and to become more efficient, and the City has done that. As the economy gets better, the City isn't going to stop looking at those things and stop being efficient. The staff's mindset is to make sure we are doing the right things and doing them the most efficient way. The staff will continue to look at the long-term situation and are committed to continuing with the Comprehensive Master Plan. Good progress has been made on the initiatives and the staff doesn't plan to let it "set on the shelf."

Comprehensive Master Plan Initiatives
Mr. Hefton said one of the Comprehensive Master Plan initiatives is a Neighborhood Revitalization Program. The program will include staff from five or six different departments working together on four of the top eight priorities listed in the Master Plan.

The program will include the City updating a neighborhood park that hasn't been updated, probably ever. The program would include City dollars and also leveraging private dollars. Improvements to the park would start the program and then having the neighborhood and other elements of the community participate.

The City's portion will be funded through the 2013 resources, with the program estimated at $200,000 to $300,000. This is a pilot program that the staff has brain-stormed. Fielder Park, across from the old Anderson Clayton facility, has been selected for the pilot program, which will include a several block area around the park.

Potential improvements to the park will include redoing the sidewalk and walking trail; benches; removing and replacing the playground equipment with modern, safe equipment; maybe making improvements to the basketball courts; gazebo improvements; park lighting; drinking fountains; and landscaping. Improvements would begin with the park and then expand to the neighborhood.

Other City projects in the area to help kick start the neighborhood reinvestment would include street sealcoating; street sign improvements; curb repair; and considering any alternate code enforcement methods that might be needed. The staff also wants to leverage the Community Development Block Grant funds to help with neighborhood repairs that meet the criteria. Great Days of Service will also provide some painting in the neighborhoods.

Mr. Hefton said that hopefully, between the City, residents, volunteers, churches, businesses, and schools in the area, this type of collaboration will encourage citizens to take care of their own property. Even if the project doesn't "catch on" and people don't upgrade their residences, the City has upgraded a park that needed to be upgraded and spent money on infrastructure that needed to be spent. Mr. Hefton added that the City is not adding infrastructure that is not there, they are just making sure that the infrastructure that is there is in good shape.

Deputy Mayor Steele confirmed that there are 14 neighborhood parks and 20 total parks in Sherman. Council Member Howeth felt that Fielder Park was a good choice for the pilot program because so many people travel back and forth on Pecan Street to Sherman High School and they will see money being invested. Mr. Hefton said the pilot program will be funded through one-time use of the fund balance because the fund balances are in good shape.

FISCAL YEAR 2013 PRELIMINARY BALANCING

General Fund

Mr. Hefton explained that the preliminary finance projections do not include any departmental requests or any programs that are new. In year 2013, the City will have recognized a full year of the Street Sales Tax, a change of about $600,000.

He also noted that transfers in have increased from $3.2 million to $4.2 million, which includes moving funds from the Utility Fund and Solid Waste Fund to the General Fund. This provides a one-time benefit to the City, which would allow the fund balance to increase to $8.2 million. By the time fleet, equipment, employee compensation, and other capital items are factored in, Mr. Hefton said the money will be gone.

Mr. Hefton said with the trends, he would probably budget for a slight sales tax revenue increase, maybe about 2%. The personnel line item currently doesn't include any compensation for employees, but does include funding the group health fund at a higher level that would be spread out between the General, Utility and Solid Waste Funds. This reflects the increased support for keeping the group health fund afloat.

Utility Fund

Mr. Hefton said beginning in 2013 the City's debt payments to the Greater Texoma Utility Authority will be less due to the maturing of debt. There will be a window from 2013 to about 2015 or 2016 of "sunny days" in the Utility Fund. The City is also replacing the revenue that was lost from MEMC and Folgers. About $2 million was lost from the two companies. Panda Energy will also make up $600,000 to $700,000 annually in revenue.

Debt service will eventually increase because there are some projects, such as the nutrient removal project at the Wastewater Treatment Plant, which could cost millions of dollars. The State has not released the requirements for the project, but they have indicated it could be very costly. Even though there will be some relief from the debt service for three to five years, it will begin increasing again.

The contractual and special services line item has gone down. This includes the biosolids project which is almost complete. There will be an ongoing biosolids program, however the specifications have not yet been developed.

At the end of 2013, Mr. Hefton said the ending fund balance is projected at $6.6 million, which is higher than it needs to be.

Solid Waste Fund
The ending fund balance in the Solid Waste Fund is projected at $1.1 million or $1.2 million, and is at the top end of required 80 to 90 day fund balance. Mayor Magers confirmed that the 2013 Texoma Area Solid Waste Agency rates are included in the budget. Mr. Hefton said the rates will increase in 2014, and will be a $300,000 to $400,000 "hit" to the City for a three year period. Then it should be reduced.

Council Member Smith expressed concern that the rates will not be reduced at that time. Mayor Magers said the cities of Sherman, Denison, and Gainesville have very different ways of looking at solid waste rates. Sherman's rates are 50% of what they are in the other cities. Future City Councils will decide whether or not to keep those rates lower for citizens. He said the rates to TASWA will go down and it will be up to the City Council at that time to decide whether or not to reduce rates to the citizens.

Mayor Magers added that TASWA is moving to cash financing of cells and that will keep the debt service down. Council Member Smith said the cost will be reduced and the rates may or may not be reduced to citizens. Mr. Hefton said the City will have some decisions to make in 2014 as to whether or not they want to finance that increase with reserves on hand or through a rate increase.

Insurance Fund
Mr. Hefton said $4 million in claims is the lower end of what he would consider a normal insurance year now. It will probably be in the $4 million to $4.5 million range for the year. The City will go out for bids on insurance, and if it's still not advantageous to move to a normal indemnity plan, they will present a recommendation for consideration.

Five Year Dashboard
Mr. Hefton presented the long-term look, five years out, for various scenarios that will affect the City's budget. He added that the fund balance for all the major funds from 2013 going on, is a little over 100 days and seems to be in good shape for the next three to five years. Mr. Hefton outlined the long-term impact of today's decisions.

The Street Sales Tax will be in effect through at least part of 2016, but if it's not renewed, the City will lose $1 million in revenue immediately. Currently it's guaranteed through March 2016.

The water, sewer, and solid waste revenues reflect the impact of Panda Energy being online in 2015 for approximately $600,000 annually, and the ramped up debt service for projects that are financed through GTUA. Mr. Hefton predicted that, at a minimum, there will be another $1 million a year added to the debt service. He also addressed the high, unknown cost of the nutrient removal process and its impact on the debt service.

There are several major things that are coming up but are not reflected in the financials. The first is the groundwater and the possible need for a fee to purchase it. The second is the stormwater management fee. The City currently has a minimal program for stormwater management and is doing only what the law requires. Once the study is completed, the consultants will provide a list of projects that need to be done over the next several years, and the projects are expected to be expensive.

The Solid Waste Fund balance is at 60 to 80 days, which is where it needs to be.

Mr. Hefton said the 2013 budget drivers include employee compensation and benefits; capital spending and fleet; re-evaluating previous program cuts; the group health fund; facilities; employee training; water meter system replacements; and the Comprehensive Master Plan initiatives.

Mayor Magers said when the City developed Pecan Grove Park, Center Street Park, and the Splash, one of the comments made was that it wouldn't do any good to develop these if the City couldn't maintain them. For the last several years the City has budgeted "on a shoe string." He asked the staff to look at how these assets can be maintained and the park maintenance that is needed. He also expressed concern about all maintenance, including the fleet maintenance.

Mr. Hefton said that the City has added hundreds of acres of parks and actually cut back on the budget for maintenance. He said it's not only parks but maintenance in general and there are probably some other one-time things that need to be addressed.

Mr. Hefton said that in 2004 the City replaced all water meters with the new automated system. If a water meter is off by 1%, it costs the City $200,000. The impact of this project won't be what it was in 2004, but the meters have a general lifespan of 10 years and the City is entering the ninth year of the project. The replacement of the meters and the electronic devices will be completed in-house.

COUNCIL INPUT FOR 2012-2013 BUDGET YEAR

Mr. Hefton said, of the savings that are projected for 2013, there isn't a lot left after what needs to be done. He added that, in the General Fund, 1% for employees is about $160,000. There could be $800,000 to $1 million in fleet. There is some fund balance available if the Council has some projects they want to fund.

Mayor Magers said in the last five years, the City has spent $30 million in improvements and now they need to move to maintain those assets.

Council Member Wacker said she most often hears about small things such as appearances of neighborhoods, streets, and parkways. She liked the targeted approach that was presented with the neighborhood revitalization program that was discussed earlier. She suggested concentrating on high visibility, high traffic areas that present an image of Sherman. The last few years it was important to hold on to maintaining basic services. Mr. Hefton asked if there were specific areas that she had in mind. Council Member Wacker will come up with some specific areas.

Mr. Hefton asked if Council Members felt the neighborhood revitalization pilot program was worthwhile to pursue. Council Members did like the pilot program. Council Member Wacker felt "bundling" the projects gives more of an impact.

Mr. Olson said the revitalization program is not locked in and if there are other projects the Council wants to accomplish then they can still bring those items back at the budget work session. The Council can determine which projects they want to do at the budget work session.

Council Member Plyler asked that the staff review several issues and present the findings at the budget work session. He asked if the City was charging enough for building permits and the associated development fees; if it would be appropriate to move some of the fleet to natural gas or an alternative fuel source; the staff's position on the use of social media to communicate with the "outside world"; and what is the cost to continue using the adoption trailer for animal control.

Council Member Wacker asked for an update on the tourism and marketing program since the branding has been done, and any programs that are planned for this year.

Council Member Plyler also asked about the impact for funding the neighborhood parks if the City initiated facility fees for the use of Old Setters Park, Fairview Park, and Center Street Park.

Deputy Mayor Steele wanted to review the bulk trash pick-up. He felt the program was evolving and was not yet perfect. Currently the City has to drive every street monthly, whether or not there is something that needs to be picked up. He felt maybe there could be a "hotline" that citizens call when they have something to be picked up. He was concerned about the effectiveness and efficiency of the bulk trash and brush pick-up. He asked what percentage of citizens use the service every month. Mr. Olson said the staff could bring back a report with alternatives.

Council Member Howeth was concerned about appearances, especially along Houston and Lamar Streets, and highly traveled streets. She said citizens will put out trash and brush to be picked up at the wrong times and it may sit there a month before it is picked up. Mr. Olson said there is a code enforcement issue and due process allows citizens 10 days to clean up an area.

Mayor Magers said there is abuse of the program and he suggested asking the City Attorney to tighten the ordinance to keep items off the street, except at the correct time they should be put out for pick-up. Council Member Howeth wanted to make Sherman look better and she felt the highly traveled, main streets should be kept clean and free of debris.

Deputy Mayor Steele verified that the staff did plan to present replacement of the street sweeper this year.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:12 p.m.

MAYOR

ATTEST

CITY CLERK

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. A.5

PROCLAMATION
"Foster Care Month" – May 2012

Issue
To present a proclamation designating May 2012 as "Foster Care Month" in the City of Sherman

Background
Each May is designated "National Foster Care Month" to draw attention to the more than 400,000 children and youth in the foster care system. The campaign raises awareness about the urgent needs of these young people and encourages citizens to get involved.

Origination
The request originated with Former Council Member Terrence Steele.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation designating May 2012 as "Foster Care Month" in Sherman.

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Foster Care Month" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State, and

WHEREAS, in Sherman there are many children and youth in foster care being provided with a safe, secure and stable home along with the compassion and nurture of a foster family, and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives, and

WHEREAS, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood, and

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families, and

WHEREAS, there are numerous individuals, and public and private organizations who work to increase public awareness of the needs of children in and leaving foster care, as well as the enduring and valuable contribution of foster parents, and

WHEREAS, the foster care "system" is only as good as those who choose to be part of it.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2012

FOSTER CARE MONTH

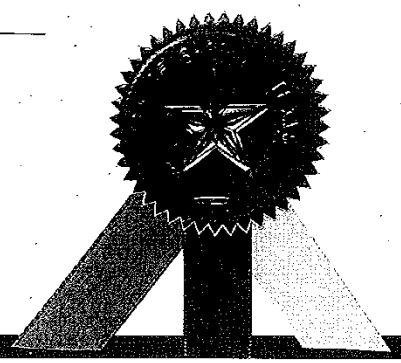
in the City of Sherman and urge all citizens to come forward and do something positive that will help change a lifetime for children and youth in foster care.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of May, 2012.

Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. A.6

PROCLAMATION
"Motorcycle Safety and Awareness Month" – May 2012

Issue
The Texoma Chapter of ABATE ("American Bikers Aimed Towards Education") has requested a proclamation designating May as "Motorcycle Safety and Awareness Month."

Background
Each year in May, Texas ABATE celebrates "Motorcycle Safety and Awareness Month"; and they request a proclamation to publicize their awareness campaign.

Origination
The request originated with the Texoma Chapter of ABATE.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation designating May 2012 as "Motorcycle Safety and Awareness Month" in Sherman.

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Motorcycle Safety and Awareness Month" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country, and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers, and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety, and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country and to obey all traffic laws and safety rules, and

WHEREAS, all citizens of our community should become aware of the inherent danger involved in operating a motorcycle, and riders and motorists alike should give each other the mutual respect they deserve on the road.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2012

MOTORCYCLE SAFETY AND AWARENESS MONTH

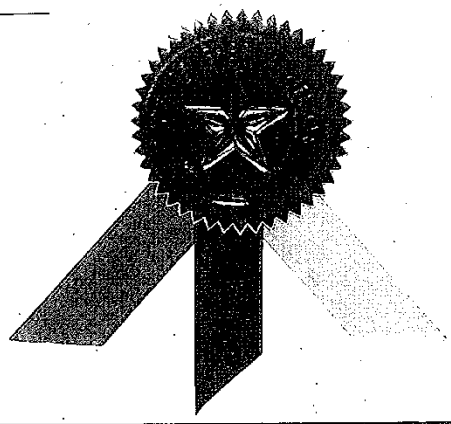
in the City of Sherman and urge all citizens to do their part to increase safety and awareness in our community and to drive safely and courteously when sharing the road with others.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 7th day of May 2012.

Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. A.7

PROCLAMATION
"National Travel and Tourism Week" – May 5-13, 2012

Issue
To present a proclamation designating May 5 through 13, 2012, as "National Travel and Tourism Week" in the City of Sherman

Background
The Tourism Department has requested a proclamation to recognize the contribution made by the tourism industry.

Origination
The request for this proclamation originated with the Tourism Department.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming May 5th through the 13th as "National Travel and Tourism Week" in the City of Sherman.

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "National Travel and Tourism Week" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, travel matters to the nation's economic prosperity and its image abroad, to business wealth and to individual travelers, and

WHEREAS, travel to and within the United States provides significant economic benefits for the nation, generating $1.9 trillion in economic output in 2011, with $813 billion spent directly by travelers that spurred an additional $1.1 trillion in other industries, and

WHEREAS, travel is among the largest private-sector employers in the United States, supporting 14.4 million jobs in 2011, including 7.5 million directly in the travel industry and 6.9 million in other industries, and

WHEREAS, travelers' spending directly generated tax revenues of $124 billion for federal, state, and local governments, funds used to support essential services and programs, and

WHEREAS, in 2011, more than 200 million travelers visited Texas destinations and spent more than $63 billion, making last year one of the best for tourism across the state, and

WHEREAS, this tourism supported 530,000 jobs in Texas and generated nearly $4 billion in local and state taxes, and

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' creativity, cultural awareness, education, happiness, productivity, relationships and wellness, and

WHEREAS, travel is a catalyst that moves the national economy forward.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 5 through 13, 2012

NATIONAL TRAVEL AND TOURISM WEEK

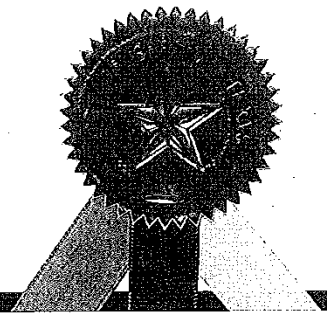
in the City of Sherman and urge all citizens to join me in this special observance with appropriate events and commemorations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of May, 2012.

Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5740
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of the US 75/Sam Rayburn Freeway North Bound Frontage Road in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

Issue
The Texas Department of Transportation (TxDOT) is requesting a speed zone on a segment of the US 75/Sam Rayburn Freeway north bound frontage road.

Background
TxDOT has previously performed an engineering and traffic study and survey to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the north bound frontage road of US 75/Sam Rayburn Freeway within the City limits of Sherman. Subsequently, TxDOT is requesting the City Council establish by ordinance a speed zone on the US 75/Sam Rayburn Freeway north bound frontage road of 50 mph from Gateway Drive to Center Street, 40 mph from Center Street to SH 91/Texoma Parkway, and 45 mph from SH 91/Texoma Parkway to Loy Lake Road. This would replace City of Sherman Ordinance No. 4396, adopted on February 20, 1995 (copy attached).

Origination
Texas Department of Transportation

Financial Consideration
None

Staff Recommendation
It is recommended that TxDOT's recommended speed zone on the stated portion of the US 75/Sam Rayburn Freeway north bound frontage road be approved.

Alternatives
As may be directed by the City Council

Attachments
Ordinance No. 5740
Request from TxDOT dated April 9, 2012
Location Map
Ordinance No. 4396

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

ORDINANCE NO. 5740

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF THE US 75/SAM RAYBURN FREEWAY NORTH BOUND FRONTAGE ROAD IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by authority and direction of the City Council of the City of Sherman, Texas, an engineering and traffic study and survey have been made by the Transportation Operations Office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and

WHEREAS, such study and survey establishes, and it is so found by the City Council of the City of Sherman, Texas, that the following are the maximum, reasonable and prudent rates of speed for vehicular traffic upon said streets and highways and parts thereof;

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

SECTION 1. That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful; but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On US 75 east frontage road from the South City Limit of Sherman in a northerly direction for a distance of approximately 4.761 miles, a speed limit of 55 (fifty-five) miles per hour at all times; thence northerly for a distance of approximately 1.064 miles, a speed limit of 50 (fifty) miles per hour at all times; thence in a northerly direction for a distance of approximately 0.576 miles, a speed limit of 50 (fifty) miles per hour at all times; thence northerly for a distance of approximately 1.517 miles, a speed limit of 40 (forty) miles per hour at all times; thence northerly for a distance of approximately 0.117 miles, a speed limit of 40 (forty) miles per hour at all times; thence northerly for a distance of approximately 2.079 miles, a speed limit of 45 (forty-five) miles per hour at all times; thence northerly to the North City Limit of Sherman for a distance of approximately 2.098 miles, a speed limit of 55 (fifty-five) miles per hour at all

time as evidenced by the attached which is hereby approved and made a part thereof.

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

SECTION 3. That the fact that present traffic regulations are inadequate to control traffic in areas covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

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

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

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

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S SHELBY,
CITY ATTORNEY

Texas Department of Transportation
1365 North Main Street•Paris, Texas 75469•(903) 737-9498

April 9, 2012

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

Dear Mr. Olson:

Our District Traffic Office as recently studied the east frontage road of US 75 due to the construction and build-up of businesses.

Attached is a sample speed zoning ordinance covering the proposed speed zone. The sample ordinance may be used in its present form, or may be rewritten, using the distances and speed limits given. This would replace city ordinance 4396 dated 2-25-1995.

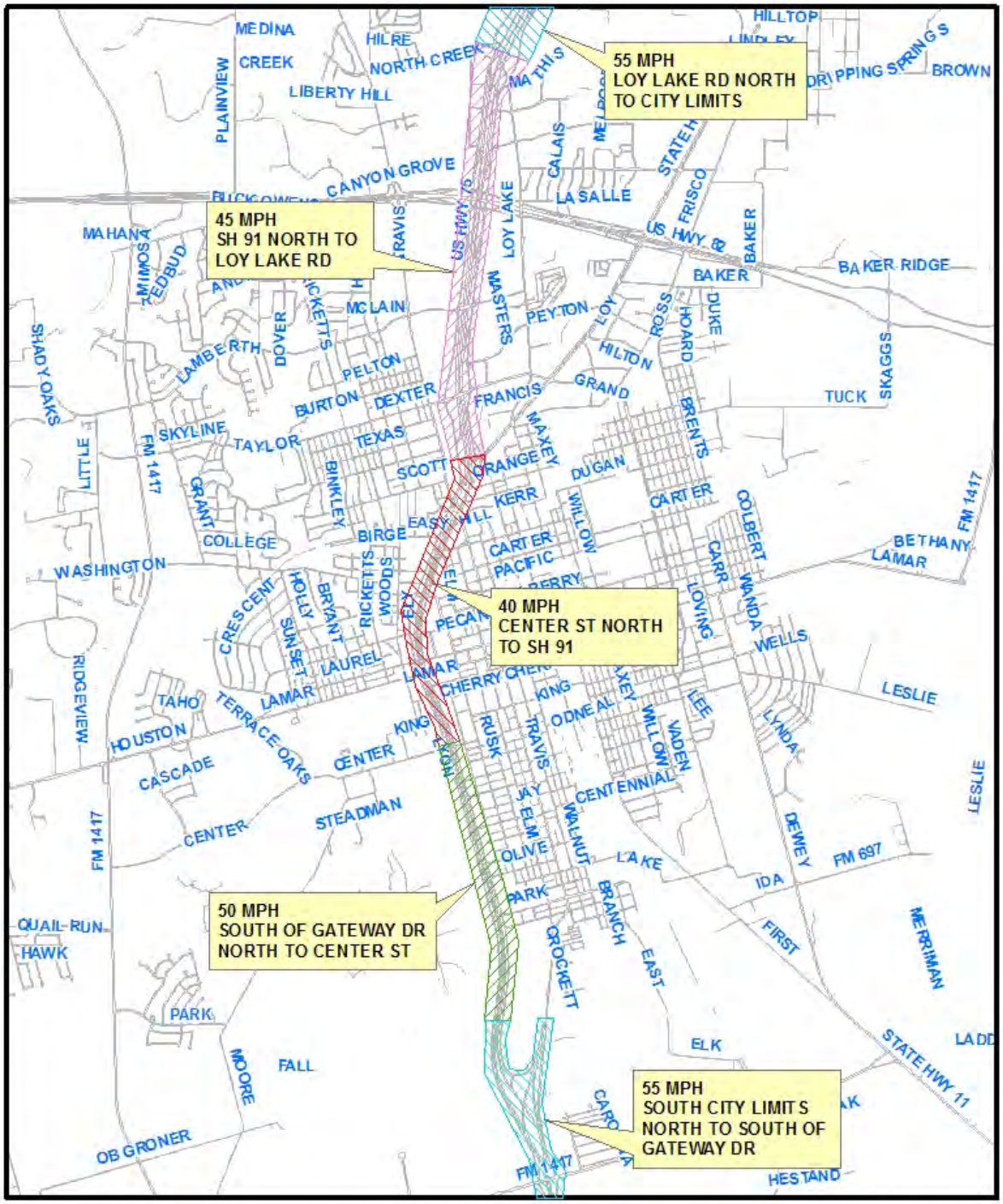
Please present the proposed speed zoning plan to the city council for their review and passage of the required ordinance. When approved, **two (2) signed and sealed original copies of the completed ordinance should be sent to this office at the above address.**

Upon receiving the city ordinance arrangements will be made with the Sign Crew to have signs installed per ordinance. If you have any questions contact Kim Walker in the District Traffic Office at 903-737-9344 or at Kim.Walker@txdot.gov by contacting her, she can e-mail you a copy of the ordinance for making changes easier.

Sincerely,

Darius Samuels, P.E.
Traffic Engineer

DLS:akw
Attachments
Cc: David Selman
DTO file



Sherman
CLASSIC TOWN TODAY & TOMORROW
Engineering Department

HIGHWAY 75 FRONTAGE ROAD SPEED ZONES

N

Feet
0 875 1,750 3,500

95-007

ORDINANCE NO. 4396

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF CERTAIN STREETS AND HIGHWAYS AND PUBLIC PLACES IN THE CITY OF SHERMAN; PROVIDING FOR A REPEALER CLAUSE; FIXING PENALTIES FOR VIOLATION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by authority and direction of the City Council of the City of Sherman, Texas, an engineering and traffic study and survey have been made by the Transportation Operations Office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and

WHEREAS, such study and survey establishes, and it is so found by the City Council of the City of Sherman, Texas, that the following are the maximum, reasonable and prudent rates of speed for vehicular traffic upon said streets and highways and parts thereof;

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

SECTION 1. That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful, but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On both the north and southbound lanes of the U. S. Highway 75 Frontage Road southerly from the north city limits of Sherman, for a distance of 4.285 miles, a speed limit of fifty-five (55) miles per hour at all times; thence southerly for a distance of approximately 1.310 miles, a speed limit of forty-five (45) miles per hour at all times; thence southerly for a distance of approximately 3.250 miles, a speed limit of fifty (50) miles per hour at all times; thence southerly to the south city limits of Sherman, a distance of approximately 3.365 miles, a speed limit of fifty-five (55) miles per hour at all times as evidenced by the attached plan which is hereby approved and made a part hereof.

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding TWO HUNDRED AND NO/100 DOLLARS ($200.00).

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

1ST READING this the 30TH day of JANUARY, 1995.

2ND READING this the 13TH day of FEBRUARY, 1995.

EFFECTIVE DATE: 20TH day of FEBRUARY, 1995.

Harry Reynolds
MAYOR

ATTEST:

Helen J. Brand
CITY CLERK

APPROVED AS TO FORM:

Robert A. Gilliam
CITY ATTORNEY

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5741
Repealing Ordinance No. 4549 in its Entirety; Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.08, entitled "Utility Billing", Section 13.08.003, and at Article 13.09, entitled "Service Fees", Section 13.09.001

Issue
To restructure commercial and industrial utility deposits and establish set amounts based on the average monthly consumption per meter size; include deposits related to rental property and the option to increase deposits for habitually delinquent customers; and better define utility fees

Background
Current deposit structure was last modified in 1996; and these amounts for meters under 2" do not sufficiently cover 30 days of service as intended. Current structure for meters 2" and larger are estimated based on business type. The new structure provides a set deposit based on the average consumption per meter size. Revisions also include deposits for rental property and the option to increase the deposit to equal a two-month bill for habitually delinquent customers. In addition, miscellaneous utility fees are better defined.

Origination
Utility Billing Department

Financial Consideration
Provide better protection from loss to the City due to non-payment of utility bills and potentially reduce write-offs

Staff Recommendation
City staff recommends approving the ordinance and proposed revisions to the Utilities Code to better protect the City from loss.

Alternatives
As may be directed by the City Council

Attachments
Ordinance No. 5741
Ordinance No. 4549

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5741

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 4549 IN ITS ENTIRETY; AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.08, ENTITLED "UTILITY BILLING", SECTION 13.08.003, AND AT ARTICLE 13.09, ENTITLED "SERVICE FEES", SECTION 13.09.001; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Ordinance No. 4549, adopted by the City Council of the City of Sherman, Texas, on September 2, 1996, and which amended Ordinance No. 4302 to revise deposit requirements for commercial, industrial, single-unit and multi-unit residential properties, be and is hereby repealed in its entirety.

SECTION 2. That Chapter 13, Article 13.08, Section 13.08.003 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.003 Deposit to assure payment–Required; amount

~~A deposit in the amount established by ordinance shall be collected on all nonresidential accounts, multi-unit residential customers and accounts serviced outside the city limits.~~

All non-residential accounts, multi-unit residential accounts and accounts serviced outside the city limits shall be charged a deposit per account, to be paid at the time of application. Water deposits shall be charged based on meter size with a maximum deposit of Ten Thousand Dollars and No Cents ($10,000.00) per account. Deposit amounts are doubled for accounts outside the city limits as established by Section 13.07.003(b). No deposit shall be required for single-unit residential property or for multi-unit residential property where each living unit is on a separate meter.

Meter Size (in inches)	*Deposit Amount October 1, 2012*
5/8 or 3/4"	*$50.00*
1"	*$150.00*
1 1/2"	*$300.00*

2”	*$500.00*
3”	*$1,000.00*
4”	*$3,800.00*
6”and larger	*$10,000.00*

(a) For multi-unit residential customers on a single meter, the deposit shall be the number of living units times the deposit for a 5/8” or 3/4” meter size.

(b) A deposit equal to an estimated one-month bill shall be charged for all customers receiving sewer service only. Maximum sewer deposit shall be Ten Thousand Dollars and No Cents ($10,000.00) per account.

(c) Landlords, real estate and property management companies may establish a master deposit in the amount of Three Hundred Dollars and No Cents ($300.00) to be used to establish service for residential properties. Upon request to establish new service, each account will be billed an install fee as defined in Section 13.09.001. The deposit will remain in place until all active services established with the master deposit are closed and the accounts are paid in full; and the customer requests the master deposit account be closed.

(d) Additional deposits to ensure that the city is protected from loss may be required from accounts that are habitually delinquent in the payment of their utility bill resulting in a credit rating of Poor. A deposit equal to a two-month average bill may be required in these cases. The city may review the deposits periodically to ensure that a sufficient deposit has been collected. Additional deposits will be due upon notice and may be billed to the utility account.

(e) All deposits shall be retained until disconnection of service. Upon closing of accounts, the deposit shall be processed as defined in Section 13.08.004. Credits from the applied deposit may be used to satisfy outstanding debts owed to the city by the customer.

SECTION 3. That Chapter 13, Article 13.09, Section 13.09.001 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.09.001 Miscellaneous Utility Fees

(a) That the following fee schedule is hereby adopted for miscellaneous utility fees:

	Current Fee
New Account Installation *Fees (per account):*	~~$50~~
Single-unit residential	*$50*
Non-residential, multiple units, and outside city limits	*$20*
Master deposit residential accounts	*$20*
Temporary residential service (two weeks)	*$20*
Transfer service	*$30*

Account name change only	*$15*
~~Transfer Service~~	~~$30~~
Termination Fee	$25
Return Payment Fee	$25
Pull/lock "jumper"	$100
After Hours Service ~~Fee~~	
Weekdays 5 *pm* – 9 pm	$25
Weekdays 9 pm – 8 am and service provided on weekends & holidays	$75
Late Fee	10% of unpaid charges from latest billing period
Re-read Meter	$15
~~2nd~~ Trip Fee (2^{nd} trip and water turn on)	$15
Hold Notice	$10
Meter/ERT Damage Fee	$200

(b) Water meters, encoder registers, and ERTs, which are devices used to transmit meter readings via radio frequency, are an integral part of the City's water distribution system. Damage to any of these components could prevent the City from obtaining accurate readings. Damage to these components will be the responsibility of the customer, unless evidence limiting the customers' involvement in the damage is presented.

SECTION 4. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

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

REVISE DEPOSIT REQUIREMENTS FOR COMMERCIAL, INDUSTRIAL, SINGLE-UNIT AND MULTI-UNIT RESIDENTIAL PROPERTIES

96-060

ORDINANCE NO. 4549

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 4302 TO REVISE DEPOSIT REQUIREMENTS FOR COMMERCIAL, INDUSTRIAL, SINGLE-UNIT AND MULTI-UNIT RESIDENTIAL PROPERTIES; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Section 1 of Ordinance No. 4302 of the City of Sherman, Texas, be amended so that such Ordinance shall read as follows:

Deposit to assure payment — Required; amount.

Before any water shall be turned on for any *commercial or industrial* property, the person desiring such service shall deposit with the water collector a meter deposit in the amount of thirty dollars ($30.00) for each 5/8 inch or 3/4 inch meter; forty dollars ($40.00) for each one inch meter; and fifty dollars ($50.00) for each 1 1/2 inch meter; for each meter two (2) inches and over the amount of the deposit shall be determined by the water office manager who shall set the amount of the meter deposit as near as practical to the estimated average monthly water bill of such customer; but in no event shall the deposit exceed ten thousand dollars ($10,000.00) for any location. *For multi-unit residential customers on a single meter, the deposit shall be the number of living units times thirty dollars ($30.00). No deposit shall be required for single-unit residential property or for multi-unit residential property where each living unit is on a separate meter.*

A deposit of twenty-five dollars ($25.00) shall be required of all customers receiving sewer service only.

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

96:060

1ST READING this the 12 day of AUGUST, 1996.

2ND READING this the 26 day of AUGUST, 1996.

EFFECTIVE DATE: 2 day of SEPTEMBER, 1996.

MAYOR

ATTEST:

Linda Ashby
CITY CLERK

APPROVED AS TO FORM:

John D. Gilliam
CITY ATTORNEY

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5742
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Dealership, Body Shop and Service Department in a C-2 (General Commercial) District at 4305 Texoma Parkway, being 1.94 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 (Ag-Power Real Estate, Inc., Owners; Jack Barsi, Prospective Buyer; David Baca, Architect; and Sartin & Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Issue
To consider the request of Ag-Power Real Estate, Inc. (Owners), Jack Barsi (Prospective Buyer), David Baca (Architect), and Sartin & Associates, Inc. (Surveyors) concerning the property located at 4305 Texoma Parkway, being 1.94 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 to allow an Auto Dealership, Body Shop and Service Department in a C-2 (General Commercial) District

Background
The property is located at 4305 Texoma Parkway just south of Frisco Road on the east side of Texoma Parkway; Kym's Cars is the tenant. The prospective buyer would like to open an auto dealership, body shop and service department at this location. They would like to construct an 11,250 square foot auto service center on the lot with adobe texture insulated wall panels as the exterior finish on the building.

Origination
Ag-Power Real Estate, Inc. (Owners), Jack Barsi (Prospective Buyer), David Baca (Architect), and Sartin & Associates, Inc. (Surveyors)

Board Recommendation
At the April 17, 2012 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments
Ordinance No. 5742
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5742

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTO DEALERSHIP, BODY SHOP AND SERVICE DEPARTMENT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4305 TEXOMA PARKWAY, BEING 1.94 ACRES IN THE W. F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 (AG-POWER REAL ESTATE, INC., OWNERS; JACK BARSI, PROSPECTIVE BUYER; DAVID BACA, ARCHITECT; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Ag-Power Real Estate, Inc. (Owners), Jack Barsi (Prospective Buyer), David Baca (Architect), and Sartin & Associates, Inc. (Surveyors) are granted a Specific Use Permit to allow an auto dealership, body shop and service department in a C-2 (General Commercial) District at 4305 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the John Hendrix Survey, Abstract No. 503 and the W. F. Patterson Survey, Abstract No. 969, being the North One-half of a 3.87 acre tract of land conveyed by Michael Brody Pettit, et ux to Ag-Power Real Estate, Inc. by deed dated August 7, 2007, recorded in Volume 4301, Page

591, Official Public Records, Grayson County, Texas (and to be known as Lot 1 in Block 1 of API Addition to the City of Sherman, Texas) and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch rebar maintaining the Northwest comer of said 3.87 acre tract, the Southwest comer of an 0.998 acre tract of land conveyed by Grayson County State Bank to Billy D. Roberts, Jr. and Greggory D. Roberts by deed dated June 3, 1991, recorded in Volume 2156, Page 287, Real Property Records, Grayson County, Texas, on the East right-of- way line of State Highway No. 91, known as Texoma Parkway;

THENCE South 89 deg. 17 min. 00 sec. East, with the North line of said 3.87 acre tract, the South line of said 0.998 acre tract, at a distance of 177.7 feet passing a chain link fence comer post and continuing with the general line of a chain link fence for a total distance of 499.10 feet to a found ½ inch rebar at the base of a chain link fence comer post, on a West line of the J. W. Lindsey Subdivision to Grayson County, Texas as shown by plat of record in Volume 580, Page 57, Deed Records, Grayson County, Texas, said rebar maintaining the Northeast comer of said 3.87 acre tract, the Southeast comer of said 0.998 acre tract;

THENCE South 29 deg. 56 min. 26 sec. West, with the general line of a chain link fence, the East line of said 3.87 acre tract, a West line of said J. W. Lindsey Subdivision, a distance of 195.53 feet to a set ½ inch capped rebar stamped SARTIN-3694;

THENCE North 88 deg. 58 min. 06 sec. West, a distance of 496.40 feet to a set ½ inch capped rebar stamped SARTIN-3694 on the West line of said 3.87 acre tract, the East right-of- way line of said Texoma Parkway;

THENCE North 29 deg. 38 min. 00 sec. East, with the West line of said 3.87 acre tract, the East right-of-way line of said Texoma Parkway, a distance of 191.82 feet to the **PLACE OF BEGINNING and containing 1.94 ACRES OF LAND more or less.....**

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. Parking is permitted on paved surfaces only.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).

7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

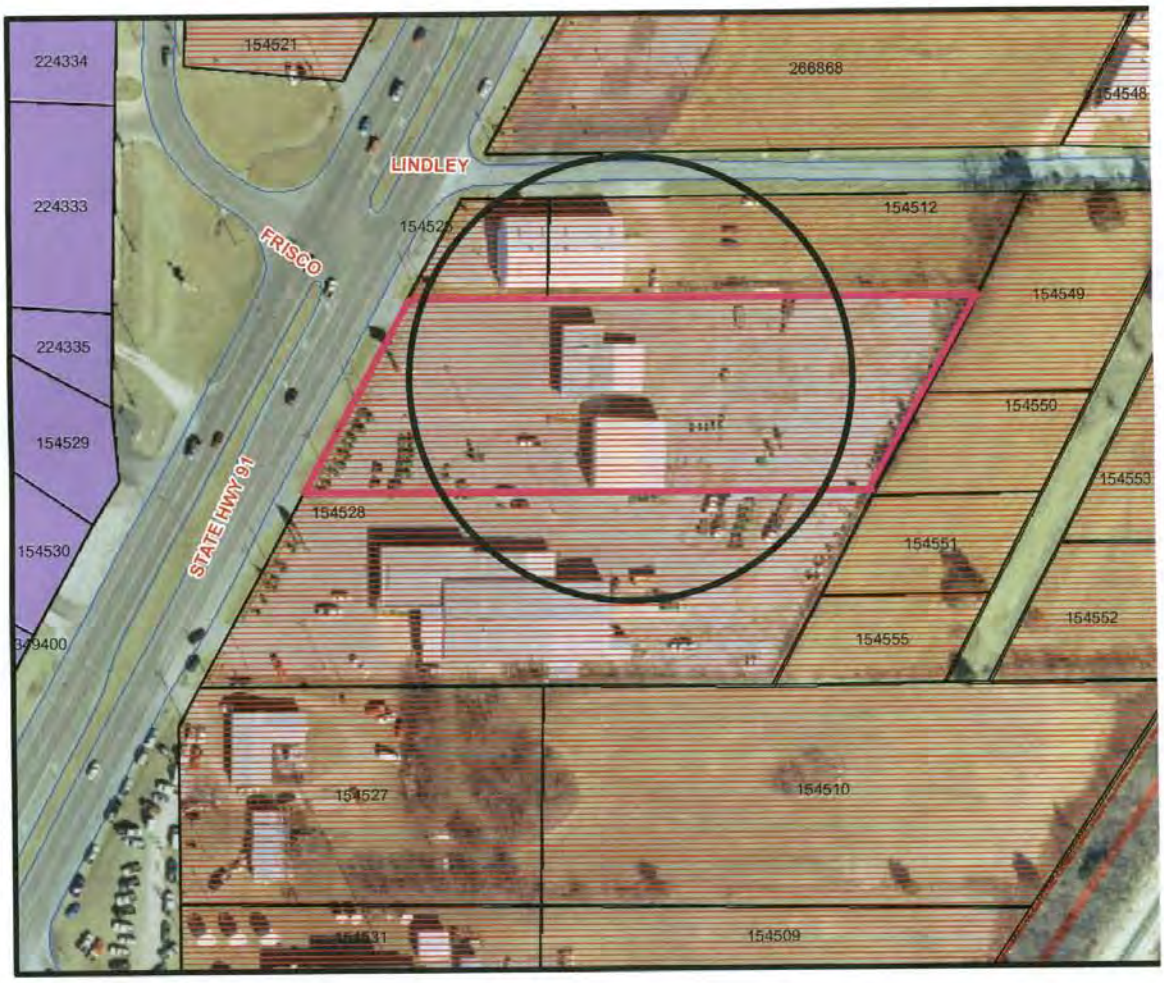
BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

4305 Texoma Parkway

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

1 inch = 172 feet



Zoning - 4305 Texoma Parkway

Legend

- C L SHERMAN CITY LIMITS
- O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT
- O 1.1 FM 1417 OVERLAY DISTRICT
- O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT
- C B D DOWNTOWN BUSINESS DISTRICT
- C P O COLLEGE PARK OVERLAY DISTRICT
- A & C ARTS & CULTURAL OVERLAY DISTRICT
- CO Office District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- C-1 Retail Business District
- C-2 General Commercial District
- M-1 Light Manufacturing District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- BIP Blalock Industrial Park

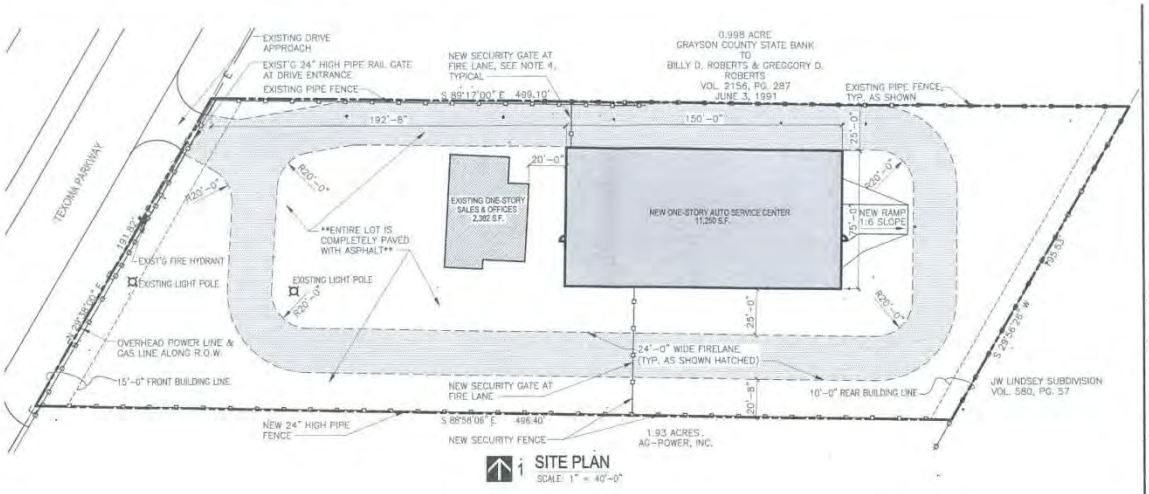
N

1 inch = 129 feet

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

4301 & 4305 Texoma Pkwy



1 SITE PLAN
SCALE: 1" = 40'-0"

SITE PLAN STATISTICS:

ZONING:	C-2, GENERAL COMMERCIAL DISTRICT
GROSS AREA:	1.94 ACRES
TOTAL BUILDING AREA:	13,632 S.F.
IMPERVIOUS SURFACE AREA:	84,506 S.F.
LANDSCAPED AREA:	0 S.F.
PARKING REQUIRED:	0 SPACES
PARKING PROVIDED:	0 SPACES

GENERAL SITE PLAN NOTES:

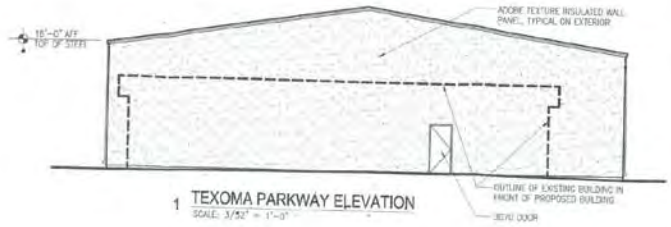
1. SITE SURVEY PREPARED BY SARTIN & ASSOCIATES, INC., PO BOX 1843, SHERMAN, TEXAS 75091, (903.892.8003).
2. PROVIDE NEW FIRE LANE STRIPING IN COMPLIANCE WITH THE CITY OF SHERMAN FIRE MARSHAL'S REGULATIONS. FIRE LANE SHOWN HATCHED, TYPICAL.
3. THE ENTIRE EXISTING LOT IS PAVED WITH ASPHALT, THEREFORE, THERE IS NO ADDITIONAL STORM WATER RUNOFF FROM NEW CONSTRUCTION THAT WILL BE REQUIRED TO BE DETAINED.
4. A FIRE MARSHAL APPROVED KNOX BOX SHALL BE PROVIDED AT EACH GATE FOR FIRE DEPARTMENT ACCESS.

SITE PLAN DESIGN REVIEW

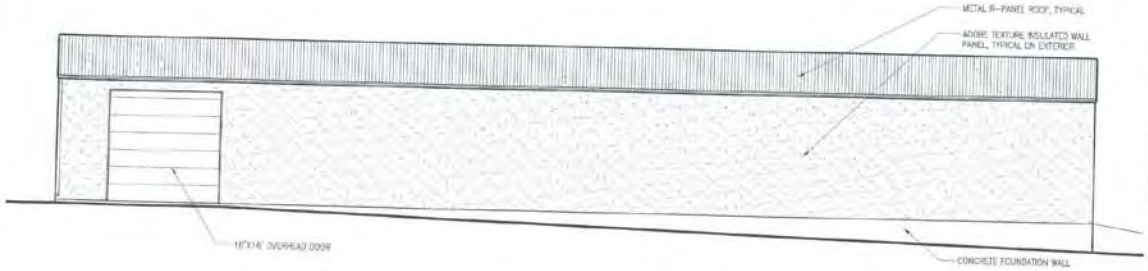
david studio
100 NORTH TRAVIS STREET, NO. 500A, SHERMAN, TEXAS 75090
903 893 5800
903 893 5866
david@davidboonstudio.com

Driver's Choice of Sherman
4305 Texoma Parkway, Sherman, Texas 75092

PROJECT NUMBER 1210
DATE 3.27.12
SHEET NUMBER SP1.0



1 TEXOMA PARKWAY ELEVATION
SCALE: 1/32" = 1'-0"



2 SOUTH ELEVATION (NORTH ELEVATION SIMILAR)
SCALE: 1/32" = 1'-0"

SITE PLAN DESIGN REVIEW

david

Driver's Choice of Sherman
4305 Texoma Parkway, Sherman, Texas 75092

100 NORTH TRAVIS STREET SUITE 400

PROJECT NUMBER
1210

DATE
3.27.12

SHEET NUMBER
A5.0

AGENDA ITEM #8

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

April 17, 2012

Lawrence Davis, Chairman

Don Hicks, Vice-Chairman	**Brad Morgan, Commissioner**
Darren Tankersley, Commissioner	**Ron Barton, Commissioner**
Richard Barber, Commissioner	**Joe Gilbert, Commissioner**
Ryan Michael Kreck, Commissioner	**Sam Thorpe, Commissioner**

4305 Texoma Parkway
Being 1.94 acres in the W.F. Patterson Survey, Abstract No. 969 &
the John Hendrix Survey, Abstract No. 503
Specific Use Permit & Exception

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow an auto dealership, body shop and service department in a C-2 (General Commercial) District.

Board of Adjustments

Exception to allow adobe texture insulated wall panels for the exterior facade in lieu of the required masonry, brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding in a C-2 (General Commercial) District.

Background:

The property is located at 4305 Texoma Parkway just south of Frisco Road on the east side of Texoma Parkway; Kym's Cars is the tenant. A Specific Use Permit to allow the sale of farm equipment, feed store and automobile sales was granted at 4301 Texoma Parkway, which was included on this lot, at the August 9, 1999, City Council Meeting. The prospective buyer would like to open an auto dealership, body shop and service department at this location. They would like to construct an 11,250 square foot auto service center on the lot with adobe texture insulated wall panels as the exterior finish on the building.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Ag-Power Real Estate, Inc. (Owners), Jack Barsi (Prospective Buyer), David Baca (Architect) and Sartin and Associates, Inc. (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

11

Objections Received:
0

Attachments:
Location map
Zoning Map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN

STAFF REVIEW LETTER

April 10, 2012

Ag-Power Inc.
Jack Radke
3501 N. Central Expressway
McKinney, TX 75071

Jeff Barsi
3282 S. Hwy. 121
Bonham, TX 75418

David Baca
100 N. Travis, Ste. 500-A
Sherman, TX 75090

Sartin & Associates Survey Company
P.O. Box 1843
Sherman, Texas 75091

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow an auto dealership, body shop and service department in a C-2 (General Commercial) District for the property located at 4305 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2012 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:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. Parking is permitted on paved surfaces only.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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 Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully, Scott Shadden

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

cc: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer
Nathan Huffman, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5743
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Used Automobile Sales in a C-2 (General Commercial) District at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition (Five and Dime Certified Sales, LLC, Owner; and Jade Lamance, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Issue
To consider the request of Five and Dime Certified Sales, LLC (Owner) and Jade Lamance (Representative) concerning the property located at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition, to allow used automobile sales in a C-2 (General Commercial) District

Background
The property is located at 2411 Texoma Parkway between Baker Road and U.S. Highway 82, the lot north of Flamingo Bingo. The owner would like to construct a 25' x 28' building to sell used automobiles. The exterior finish on the building will be Hardiboard siding.

Origination
Five and Dime Certified Sales, LLC (Owner) and Jade Lamance (Representative)

Board Recommendation
At the April 17, 2012 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments
Ordinance No. 5743
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5743

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW USED AUTOMOBILE SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2411 TEXOMA PARKWAY, BEING LOT 1, BLOCK 1, HELEN PERKINS ADDITION (FIVE AND DIME CERTIFIED SALES, LLC, OWNER; AND JADE LAMANCE, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Five and Dime Certified Sales, LLC (Owner) and Jade Lamance (Representative) are granted a Specific Use Permit to allow used automobile sales in a C-2 (General Commercial) District at 2411 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 1, Block 1, Helen Perkins Addition

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.

2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. Automotive repairs will not be permitted at this site.
4. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
5. Parking is permitted on paved surfaces only.
6. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
7. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. All lots shall have separate water and sewer service.
10. Drive approaches shall conform to the City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department. Due to limited frontage and existing drive configuration, a common drive approach may be necessary.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

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

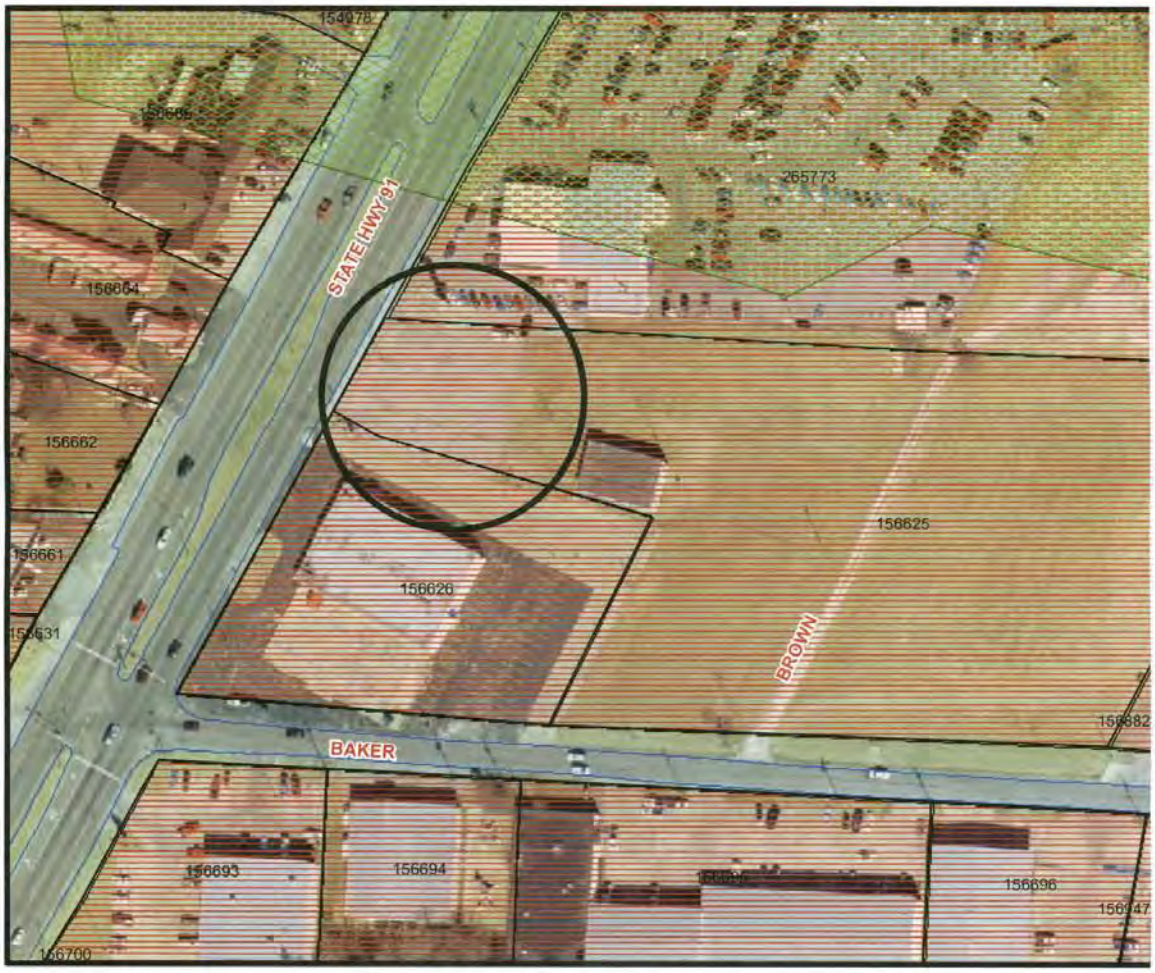
2411 Texoma Parkway

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N

1 inch = 107 feet



Zoning - 2411 Texoma Parkway

Legend

- C L SHERMAN CITY LIMITS
- O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT
- O 1.1 FM 1417 OVERLAY DISTRICT
- O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT
- C B D DOWNTOWN BUSINESS DISTRICT
- C P O COLLEGE PARK OVERLAY DISTRICT
- A & C ARTS & CULTURAL OVERLAY DISTRICT
- CO Office District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- C-1 Retail Business District
- C-2 General Commercial District
- M-1 Light Manufacturing District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- BIP Blalock Industrial Park

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N

1 inch = 129 feet

2411 Texoma Pkwy

HELEN PERKINS ADDITION

to the

CITY of SHERMAN, TEXAS

being 6.96 Acres
out of
RUEBEN HENDRIX SURVEY ABST. NO. 504

Owner & Developer

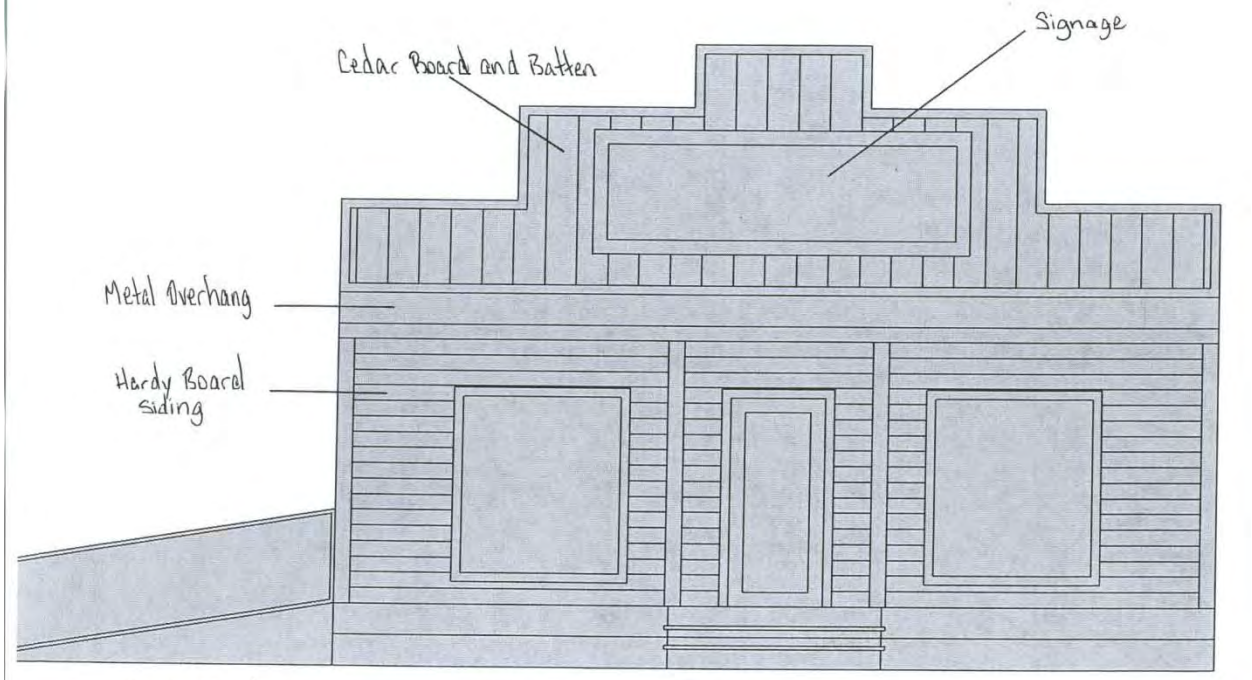
Alcoholic Services of Texoma, Inc.
P.O. Box 69
Sherman, Texas 75090-0069
Robert Stouffer, President

BARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

PERKINS-P.pcs

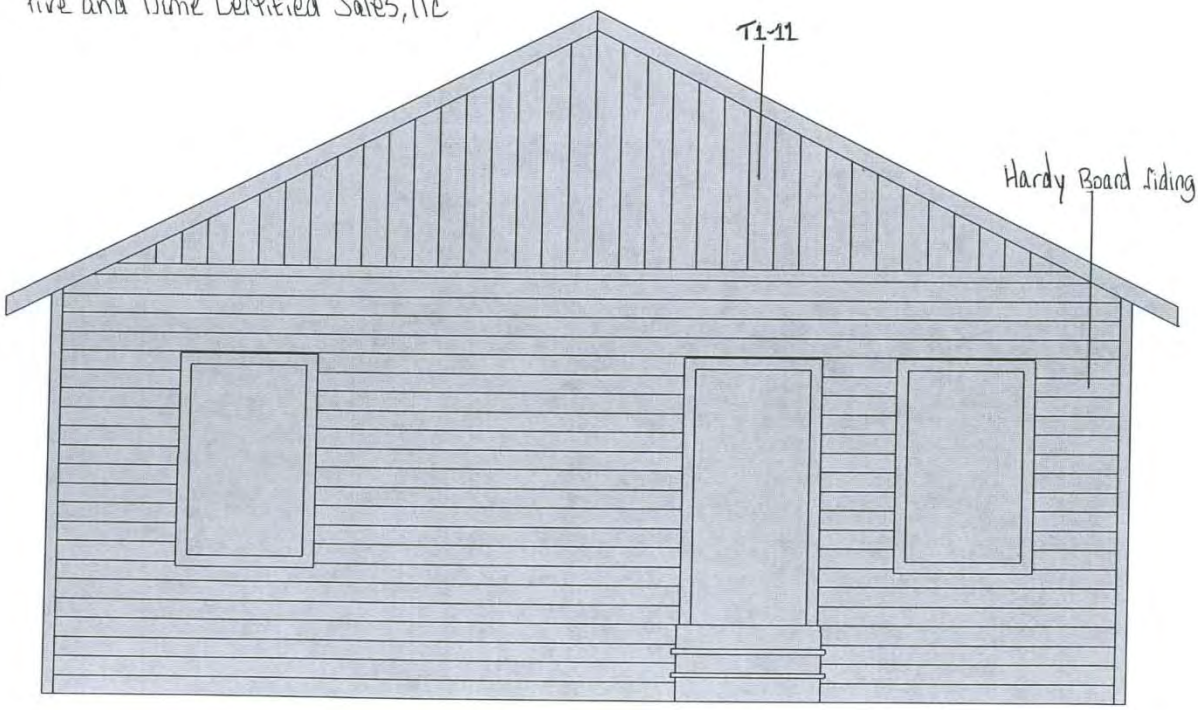
SHEET 1 OF 2
PERKINS-1.pcs

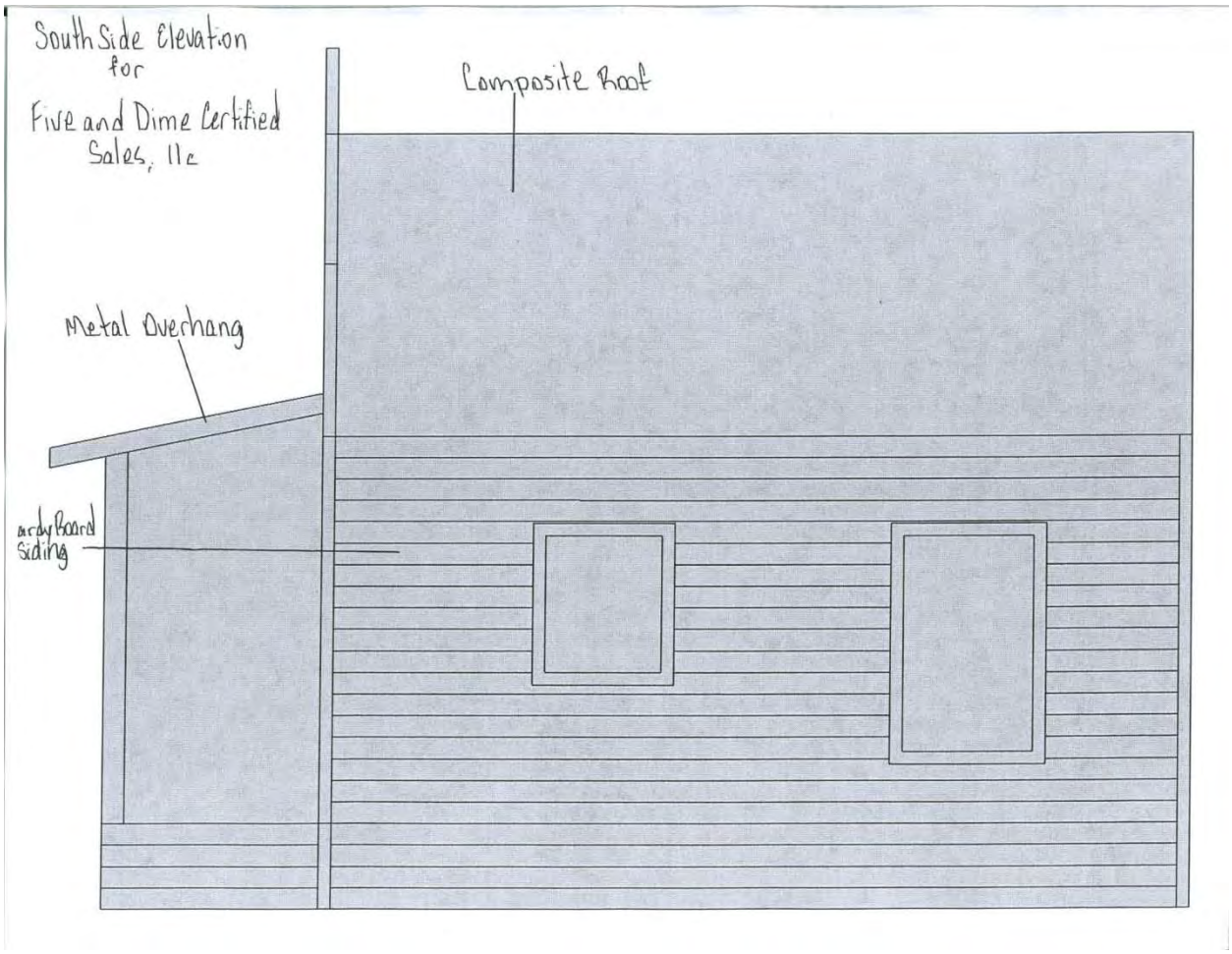
Site Plan
for
Five and Dime Certified Sales, llc



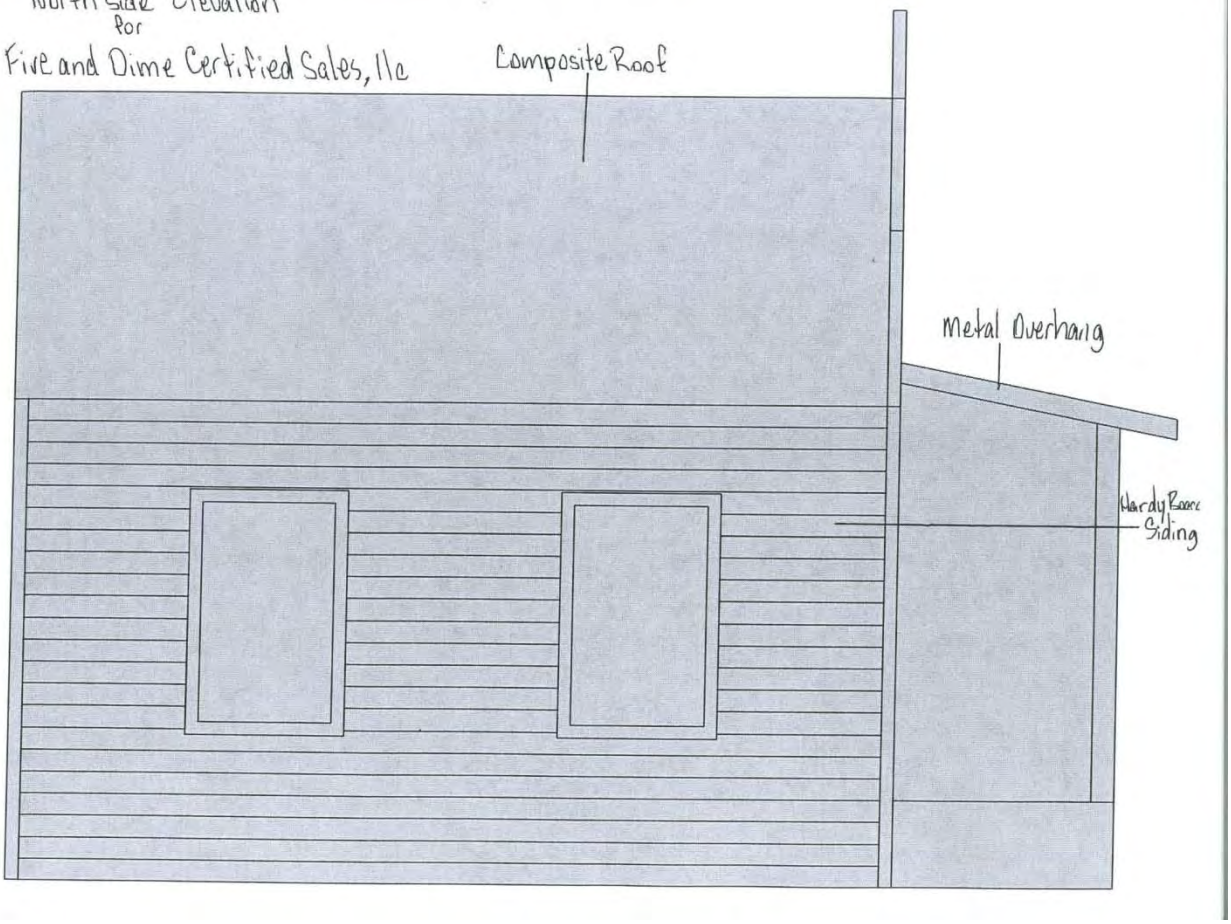
Front Elevation
for
Five and Dime Certified Sales, LLC

Rear Elevation
for
Five and Dime Certified Sales, llc




South Side Elevation
for
Five and Dime Certified
Sales, llc
Composite Roof
Metal Overhang
Hardy Board
Siding

North Side Elevation
for
Five and Dime Certified Sales, llc



AGENDA ITEM #10

City of Sherman

Planning and Zoning Commission

Board of Adjustments

Agenda Communication Form

April 17, 2012

Lawrence Davis, Chairman

Don Hicks, Vice-Chairman	**Brad Morgan, Commissioner**
Darren Tankersley, Commissioner	**Ron Barton, Commissioner**
Richard Barber, Commissioner	**Joe Gilbert, Commissioner**
Ryan Michael Kreck, Commissioner	**Sam Thorpe, Commissioner**

2411 Texoma Parkway
Being Lot 1, Block 1, Helen Perkins Addition
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow used automobile sales in a C-2 (General Commercial) District.

Background:

The property is located at 2411 Texoma Parkway between Baker Road and U.S. Highway 82, the lot north of Flamingo Bingo. The owner would like to construct a 25'x28' building to sell used automobiles; the exterior finish on the building will be hardy board siding.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Five and Dime Certified Sales, LLC (Owner) and Jade Lamance (Representative)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

6

Objections Received:

0

Attachments:
Location map
Zoning Map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN

STAFF REVIEW LETTER

April 10, 2012

Jade Lamance
8173 Dripping Springs Rd.
Denison, TX 75021

Dear Applicants,

The request for Specific Use Permit and site plan approval to allow used automobile sales in a C-2 (General Commercial) District for the property located at 2411 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2012 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:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. Automotive repairs will not be permitted at this site.
4. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
5. Parking is permitted on paved surfaces only.
6. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
7. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. All lots shall have separate water and sewer service.
10. Drive approaches shall conform to the City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department. Due to limited frontage and existing drive configuration, a common drive approach may be necessary.

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

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 Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,

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

cc: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer
Nathan Huffman, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. B.5

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Numbers: 5740, 5741, 5742 and 5743

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5740
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of the US 75/Sam Rayburn Freeway North Bound Frontage Road in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5741
Repealing Ordinance No. 4549 in its Entirety; Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.08, entitled "Utility Billing", Section 13.08.003, and at Article 13.09, entitled "Service Fees", Section 13.09.001

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5742
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Auto Dealership, Body Shop and Service Department in a C-2 (General Commercial) District at 4305 Texoma Parkway, being 1.94 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 (Ag-Power Real Estate, Inc., Owners; Jack Barsi, Prospective Buyer; David Baca, Architect; and Sartin & Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5743
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Used Automobile Sales in a C-2 (General Commercial) District at 2411 Texoma Parkway, being Lot 1, Block 1, Helen Perkins Addition (Five and Dime Certified Sales, LLC, Owner; and Jade Lamance, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. B.6

CONSENT AGENDA

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

C.2 **** RESOLUTION NO. 5668***

Authorizing Submission of a Joint Grant Application with Grayson County for, and the Acceptance of, a Grant Awarded under the 2012 Justice Assistance Grant Program – CFDA #16.738

C.3 **** RESOLUTION NO. 5669***

Authorizing Execution of an Interlocal Agreement between the City of Sherman and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2012 Justice Assistance Grant Program – CFDA #16.738

C.4 **** RESOLUTION NO. 5670***

Authorizing the Purchase of 96-Gallon Residential Automated Trash Carts for the Solid Waste Services Department through the State of Texas Purchasing Contract – Reference Bid #450-A2

C.5 **** RESOLUTION NO. 5671***

Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for the Purchase of an Annual Supply of Cover Stone for the 2012 Seal Coat Program

C.6 **** RESOLUTION NO. 5672***

Awarding a Bid to and Authorizing Execution of a Contract with Ergon Asphalt and Emulsions, Inc. for the Purchase of an Annual Supply of Emulsified Asphalt Oil for the 2012 Seal Coat Program

C.7 **** RESOLUTION NO. 5673***

Authorizing Execution of an Encroachment Easement to Joseph Hunt for the Construction of a Storage Building in a 10’ Drainage Easement and a 7’ Utility Easement on Lot No. 22 of Block No. 6 of the Country Ridge Estates No. 2 Addition to the City of Sherman (1104 Pintail Drive)

D.2 **** OTHER BUSINESS***

Approve Quarterly Investment Reports for Period Ending March 31, 2012

D.3 * OTHER BUSINESS

Final Plat Approval of the API Addition, being 3.87 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503; Ag-Power Real Estate, Inc., Owner; Jack Barsi, Prospective Buyer; and Sartin and Associates, Inc., Surveyors (4301 and 4305 Texoma Parkway)

D.4 * OTHER BUSINESS

Replat Approval of Lot 4, Crescent Oaks Plaza Addition, containing 7.108 acres; ET Joint Venture, Owners; and Underwood Drafting and Surveying, Surveyors (1603 U. S. Highway 75 North)

D.5 * OTHER BUSINESS

Replat Approval of Lots 10 and 11, Block 2, O'Hanlon Ranch Addition, Phase 2, containing 0.54 acres; John and Alicia McCampbell and DGR Development Group, LTD, Owners; Ken Arnold, Prospective Buyer; and Sartin and Associates, Inc., Surveyors (2941 Overland Trail and 2505 Silverado Trail)

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.1

RESOLUTION NO. 5667

Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for an Urban Mobility and Rehabilitation Project (New Roadway from Canyon Grove Road to the US 82 Westbound Frontage Road)

Issue

To execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the new roadway, from Canyon Grove Road to the US 82 Westbound Frontage Road

Background

At the request of the City of Sherman, the Sherman-Denison Metropolitan Planning Organization included in their Transportation Improvement Program funds to widen Travis Street (FM 131) north and south of the bridge crossing US 82. The project also included upgrading the drainage and traffic signals. In order to make the improvements, an alternate route was needed to temporarily divert traffic in the area for construction. Because the new road is not a highway, TxDOT can only fund 80% of the costs. The remaining 20% must be funded by the local government, which in this case is the City of Sherman. The 20% has been further reduced by the cost of the right-of-way that was acquired by the City of Sherman. The remaining residual is $24,485.88. Execution of the Advance Funding Agreement and payment of the $24,485.88 is required prior to commencing construction of the project.

Origination

Engineering

Financial Consideration

City matching funds of $24,485.88 are required. Funds for this project are available in the current budget. A short presentation to the Council will provide additional information about the scope and cost of the project.

Staff Recommendation

Execute the Advance Funding Agreement with TxDOT

Alternatives

Those as may be directed by the City Council

Attachments

Resolution No. 5667
Project Control Sheet for the New Road
Local Transportation Project Advance Funding Agreement
Location Map

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

RESOLUTION NO. 5667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AN URBAN MOBILITY AND REHABILITATION PROJECT (NEW ROADWAY FROM CANYON GROVE ROAD TO US 82 WESTBOUND FRONTAGE ROAD); 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 and subject to budget approval, to execute an Advance Funding Agreement between the City of Sherman and the Texas Department of Transportation, for the New Roadway from Canyon Grove Road to the US 82 Westbound Frontage Road, in accordance with the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

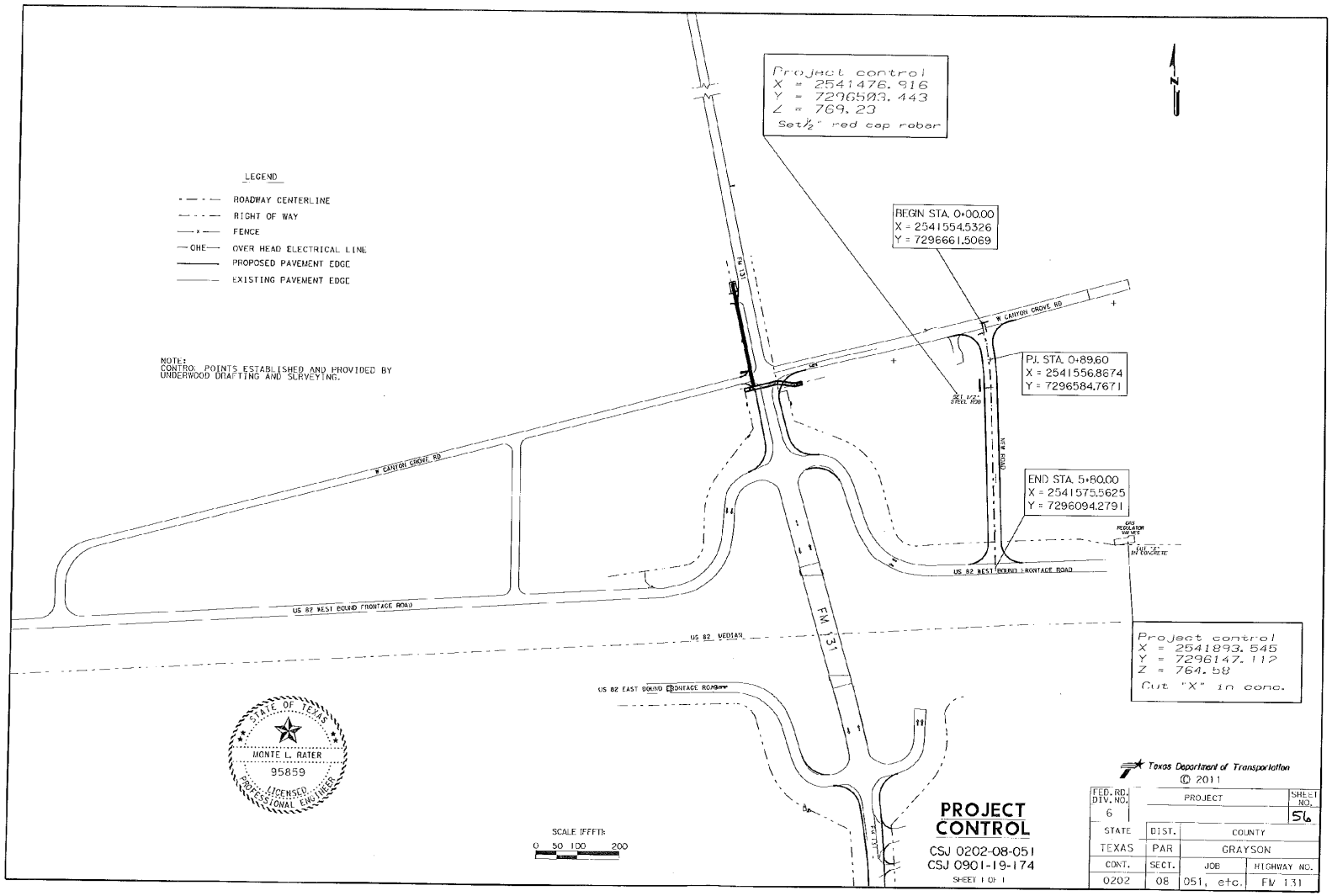
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY


Project control
X = 2541476.916
Y = 7296503.443
Z = 769.23
Set 1/2" red cap rebar
BEGIN STA. 0+00.00
X = 2541554.5326
Y = 7296661.5069
P.I. STA. 0+89.60
X = 2541556.8674
Y = 7296584.7671
END STA. 5+80.00
X = 2541575.5625
Y = 7296094.2791
Project control
X = 2541893.545
Y = 7296147.112
Z = 764.58
Cut "X" in conc.
LEGEND
ROADWAY CENTERLINE
RIGHT OF WAY
FENCE
OHE OVER HEAD ELECTRICAL LINE
PROPOSED PAVEMENT EDGE
EXISTING PAVEMENT EDGE
NOTE:
CONTROL POINTS ESTABLISHED AND PROVIDED BY UNDERWOOD DRAFTING AND SURVEYING.
W CANYON GROVE RD
US 82 WEST BOUND FRONTAGE ROAD
US 82 MEDIAN
US 82 EAST BOUND FRONTAGE ROAD
FM 131
STATE OF TEXAS
MONTE L. RATER
95859
LICENSED PROFESSIONAL ENGINEER
SCALE IFFETs
0 50 100 200
PROJECT CONTROL
CSJ 0202-08-051
CSJ 0901-19-174
SHEET 1 OF 1
Texas Department of Transportation
© 2011
FED. RD. DIV. NO. 6
PROJECT
SHEET NO. 5a
STATE TEXAS
DIST. PAR
COUNTY GRAYSON
CONT. 0202
SECT. 08
JOB 051, etc.
HIGHWAY NO. FM 131

CSJ #0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For An
Urban Mobility and Rehabilitation
(Off-System)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Sherman, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112696, authorizing the State to undertake and complete a highway improvement generally described as the design and construction of a new road, non-freeway, from Canyon Grove Road to US 82 Westbound Frontage Road called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ #0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   Survey, design and construction of a new road, non-freeway, Canyon Grove Road; from Canyon Grove Road to US 82 Westbound Frontage Road as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local

Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
   Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The State is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the State shall provide written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
   All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**
    The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The State will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to TxDOT before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit TxDOT or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to TxDOT and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to TxDOT, and be free and clear of all encroachments. The Local Government

shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of TxDOT's authorization, the Local Government will provide all documentation to TxDOT regarding fair market value of the acquired property. TxDOT will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. TxDOT will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to TxDOT for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to TxDOT and to submit to TxDOT a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by TxDOT to proceed with determination of real property values. TxDOT will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of TxDOT's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate

agreement must be approved by TxDOT prior to its execution. A copy of the executed agreement shall be provided to TxDOT.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
Mayor	Director of Contract Services
City of Sherman	Texas Department of Transportation
220 W. Mulberry Street	125 E. 11th Street
Sherman, Texas 75090	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement
This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance
The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. For sub-awards greater than $25,000, the Local Government, as a recipient of federal funding, shall:

1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: https://www.bpn.gov/ccr/default.aspx;

2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
   ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ #0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

----- SEE ATTACHED -------

CSJ 0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

—— SEE ATTACHED ——

CSJ 0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Environmental (by State)	$6,357.00	80%	$5,085.60	10%	10.8%	$686.56	10%	9.2%	$584.84
Right of Way (by Local Government)	$22,429.00	0%	$0	0%		$0	100%		$22,429.00
Engineering (by State)	$11,769.00	80%	$9,415.20	10%	10.8%	$1,271.05	10%	9.2%	$1,082.75
Construction (by State)	$235,367.00	80%	$188,293.60	10%	10.8%	$25,419.64	10%	9.2%	$21,653.76
Subtotal	$275,922.00		$202,794.40			$27,377.25			$45,750.35
Environmental Direct State Costs (@ 4.9%)	$311.00	80%	$248.80	10%	10.8%	$33.59	10%	9.2%	$28.61
Right of Way Direct State Costs	$1.00	80%	$.80	10%	10.8%	$.11	10%	9.2%	$.09
Engineering Direct State Costs (@ 4.9%)	$577.00	8%	$461.60	10%	10.8%	$62.32	10%	9.2%	$53.08
Utility Direct State Costs	$1.00	80%	$.80	10%	10.8%	$.11	10%	9.2%	$.09
Construction Direct State Costs (@ 5%)	$11,768.00	80%	$9,414.40	10%	10.8%	$1,270.94	10%	9.2%	$1,082.66
Project Total	$288,580.00		$212,920.80			$28,744.32			$46,914.88
Indirect State Costs (4.36%)	$12,030.20	0%	$0	100%		$12,030.20	0%		$0
GRAND TOTAL:	$300,610.20		$212,920.80			$40,774.52			$46,914.88

CSJ 0901-19-174
District #01 - Paris
Code Chart 64 #39200
Project: New Roadway; from Canyon Grove Road to US 82 Westbound Frontage Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Initial payment by the Local Government to the State: $1,749.46
Payment by the Local Government to the State before construction: $22,736.42
Estimated total payment by the Local Government to the State $24,485.88 ($46,914.88 - $22,429 – ROW Acquired by Local Government)
This is an estimate. The final amount of Local Government participation will be based on actual costs.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Engineering Dept.

New Roadway
Canyon Grove Rd
to U.S. Highway 82

N

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5668***

Authorizing Submission of a Joint Grant Application with Grayson County for, and the Acceptance of, a Grant Awarded under the 2012 Justice Assistance Grant Program – CFDA #16.738

Issue

Seeking approval to submit a joint grant application with Grayson County for the 2012 Justice Assistance Grant (JAG) Program and accept the award

Background

This is a companion resolution to the Interlocal Agreement with Grayson County, also on the May 7th agenda. This resolution authorizes the City to apply for and accept 2012 JAG funding to be used by the Sherman Police Department (SPD). The total grant award will be $13,242.00, divided as follows: City of Sherman – $9,000.00 and Grayson County – $4,242.00. The 2012 allocations are based on current project needs for each entity.

The SPD plans to use its portion of 2012 JAG funding for individual first aid kits and training. Law enforcement officers will be trained and have basic supplies available in patrol vehicles to provide life sustaining treatment during the first few minutes of a traumatic injury until emergency medical professionals arrive.

Origination

Sherman Police Department and Support Services Department

Financial Consideration

There are no matching requirements for this grant.

Staff Recommendation

The staff recommends submitting the 2012 JAG application and accepting the funding if awarded.

Alternatives

The Council could decline this grant opportunity.

Attachments

Resolution No. 5668

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2012 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738; 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 U.S. Department of Justice is offering grants in support of a wide range of projects designed to reduce crime and improve the criminal and juvenile justice systems under the 2012 Justice Assistance Grant (JAG) Program – CFDA #16.738; and

WHEREAS, the City of Sherman desires to submit a joint grant application with Grayson County under this program; and

WHEREAS, the City of Sherman understands that there is no matching requirement for grants awarded under the 2012 JAG Program; and

WHEREAS, the City of Sherman agrees that, in the event of loss or misuse of the JAG funds, the City of Sherman assures that the funds will be returned to the U.S. Department of Justice in full;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a joint application for and, once granted by the U.S. Department of Justice, to accept a Thirteen Thousand Two Hundred Forty-Two Dollars and No Cents ($13,242.00) award under the 2012 JAG Program, said joint allocation to be distributed for specific purposes in the following manner: Four Thousand Two Hundred Forty-Two Dollars and No Cents ($4,242.00) to Grayson County for technology upgrades; and Nine Thousand Dollars and No Cents ($9,000.00) to the City of Sherman for individual first aid kits and training.

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 _____, 2012.

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

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5669***

Authorizing Execution of an Interlocal Agreement between the City of Sherman and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2012 Justice Assistance Grant Program – CFDA #16.738

Issue

Approving an Interlocal Agreement with Grayson County for Justice Assistance Grant (JAG) funding

Background

This is a companion resolution to a separate agenda item authorizing submission of an application for the 2012 JAG grant, also on the May 7th agenda. Execution of an Interlocal Agreement with Grayson County is one of the required components of the joint grant application to be submitted under the U.S. Department of Justice's 2012 Justice Assistance Grant Program. The total grant award would be $13,242.00 of which Grayson County's portion would be $4,242.00 for technology upgrades; and Sherman's portion would be $9,000.00 to be used for individual first aid kits and training. Sherman law enforcement officers would be trained and have basic supplies available in patrol vehicles to provide life sustaining treatment during the first few minutes of a traumatic injury until emergency medical professionals arrive.

Origination

Sherman Police Department and Support Services Department

Financial Consideration

There are no matching requirements for this grant. Grayson County's portion of the total grant would be passed through to them.

Staff Recommendation

The staff recommends approval of this Interlocal Agreement.

Attachments

Resolution No. 5669
Interlocal Agreement between the City of Sherman and Grayson County

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2012 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with Grayson County for award of a portion of a total Thirteen Thousand Two Hundred Forty-Two Dollars and No Cents ($13,242.00) 2012 Justice Assistance Grant, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

- An award to Grayson County of Four Thousand Two Hundred Forty-Two Dollars and No Cents ($4,242.00) for technology upgrades; and
- An award to the City of Sherman of Nine Thousand Dollars and No Cents ($9,000.00) for individual first aid kits and training. Law enforcement officers will be trained and have basic supplies available in patrol vehicles to provide life sustaining treatment during the first few minutes of a traumatic injury until emergency medical professionals arrive.

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 _____, 2012.

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

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

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SHERMAN, TEXAS
AND GRAYSON COUNTY, TEXAS

2012 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD – CFDA 16.738

THIS AGREEMENT is made and entered into this the _____ day of _____, 2012, by and between the **CITY OF SHERMAN, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as "SHERMAN", and the **COUNTY OF GRAYSON, TEXAS**, hereinafter referred to as "GRAYSON" of Grayson County, State of Texas;

W I T N E S S E T H:

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Sections 791.001-791.033, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, SHERMAN agrees to provide GRAYSON Four Thousand Two Hundred Forty-Two Dollars and No Cents ($4,242.00) from the 2012 JAG Program award for technology upgrades; and

WHEREAS, SHERMAN and GRAYSON believe it to be in their best interests to reallocate the 2012 JAG funds;

NOW, THEREFORE, SHERMAN and GRAYSON agree as follows:

Section 1. SHERMAN agrees to pay GRAYSON a total of Four Thousand Two Hundred Forty-Two Dollars and No Cents ($4,242.00) of 2012 JAG funds.

Section 2. GRAYSON agrees to use Four Thousand Two Hundred Forty-Two Dollars and No Cents ($4,242.00) for technology upgrades to be expended during the following three (3) years, for a total of four (4) grant period years.

Section 3. GRAYSON agrees that, in the event of loss or misuse of the 2012 JAG Program Award funds, as determined by SHERMAN, GRAYSON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 4. Nothing in the performance of this Agreement shall impose any liability for claims against GRAYSON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5. Nothing in the performance of this Agreement shall impose any liability for claims against SHERMAN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9. This Agreement is authorized under and governed by the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in state district court, Grayson County, Texas.

Section 10. If, by reason of Force Majeure as hereinafter defined, any party to this Agreement shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the particulars of such Force Majeure to the other parties within a reasonable time after the occurrence thereof. The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and such party shall, in good faith, exercise its best efforts to remove and overcome such inability. The term "Force Majeure" as utilized in this Agreement shall mean and refer to Acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, or other natural disasters; arrest; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not necessarily within the control of the party claiming such inability.

Section 11. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to all provisions of SHERMAN'S Charter and Ordinances, as amended.

Section 12. The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

Section 13. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall hereby be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising during the exercise of governmental powers and functions.

CITY OF SHERMAN, TEXAS

BY: _____
George Olson, City Manager

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

BY: _____
Brandon S. Shelby, City Attorney

COUNTY OF GRAYSON, TEXAS

BY: _____
Drue Bynum, County Judge

ATTEST:

BY: _____
Wilma Bush,
Grayson County Clerk

APPROVED AS TO FORM:

BY: _____
David Van Brunt Price,
Attorney for Grayson County

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5670***

Authorizing the Purchase of 96-Gallon Residential Automated Trash Carts for the Solid Waste Services Department through the State of Texas Purchasing Contract – Reference Bid #450-A2

Issue

To authorize staff to purchase replacement 96-gallon automated trash carts

Background

Periodically, Solid Waste Services must purchase 96-gallon automated trash carts to replace those that are currently in service but no longer repairable and to make carts available for new homes. To keep the unit price as low as possible, it is necessary to purchase one truck load, totaling approximately 636 carts. The low quote was received from Toter, Inc. through the State of Texas Purchasing Contract – Reference Bid #450-A2. Toter, Inc. is the manufacturer of nearly all the carts we have currently in service.

Origination

Department of Public Works

Financial Consideration

The 96-gallon residential automated trash carts will be purchased from Toter, Inc. through the State of Texas Purchasing Contract at a total cost of $29,815.68. Funds for the purchase were appropriated in the Solid waste Services tools and equipment budget.

Staff Recommendation

It is recommended that staff be authorized to purchase the residential automated trash carts through the State of Texas Purchasing Contract.

Alternatives

None Recommended

Attachments

Resolution No. 5670
Toter, Inc./State of Texas Quote

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 96-GALLON RESIDENTIAL AUTOMATED TRASH CARTS FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE STATE OF TEXAS PURCHASING CONTRACT – REFERENCE BID #450-A2; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Toter, Inc., through the State of Texas Purchasing Contract – Bid #450-A2, 96-gallon residential automated trash carts at a total purchase price of $29,815.68, in accordance with the provisions of the Toter, Inc./State Purchasing Contract Quote and its terms and conditions, attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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 _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

Toter® INCORPORATED
A WASTEQUIP COMPANY

CUSTOMER SALES QUOTATION

QUOTE #: 12-TEX March 2, 2012

PREPARED FOR:	SHIP TO:
City of Sherman Attn: Mr. Michael Springer Sherman, TX	Sherman, TX

DESCRIPTION	QUANTITY	UNIT PRICE
Toter 96 Gallon – Model 57596 - EVR II Universal ❖ Color – Green body and lid ❖ Serial Numbers – serial number hot stamped on body in white ❖ Insert – custom lid insert ❖ Wheels – Standard 10" Sunburst ❖ Cart Assembly – Unassembled ❖ Warranty – Container body, lid, wheels, axle, stop bar and all attachments are covered by a 10 year unprorated warranty (special exclusions may apply to non-standard options)	636	$45.98
OPTION ❖ UHF RFID Tags- installed in handle at factory	636	$0.90

ADDITIONAL INFORMATION:

Freight: Included in price of container

Payment Terms: Net 30 days after shipment

Delivery: 4-6 weeks after receipt of purchase order.

PRICING OFF STATE OF TEXAS CONTRACT- REFERENCE BID # 450-A2

This proposal is subject to Toter's Standard Terms and Conditions following. Toter prices do not include state and local taxes, if applicable. Delivery is subject to availability at time of order entry. Pricing is based on current resin cost and freight which must be confirmed by Toter in writing before acceptance of order. This quote supersedes any past proposal on the same item.

TOTER INCORPORATED:

Linda Lassiter
Sales Service Representative

ACCEPTED BY:

City of Sherman Date

PO#

cc: Donald Siptak

TOTER® INC.

STANDARD TERMS AND CONDITIONS
Of This Quotation and Any Sale Resulting Thereof

1. **ACCEPTANCE:** All orders and sales contracts are subject to acceptance or rejection by Toter and are not binding until accepted. Acceptance by Toter constitutes a complete and binding contract governed by the terms and conditions of sale herein and by the laws of the State of North Carolina. Acceptance is subject to availability and may be subject to a written agreement, signed by both Buyer and Toter.

2. **BROKEN CARTONS:** All products will be shipped in full cartons only.

3. **CANCELLATION PENALTY:** Cancelled orders received twenty-four (24) hours after order date are subject to a 15% cancellation charge. All cancellation requests must be confirmed in writing. In no event may any order be cancelled after goods have left point of shipment.

4. **CASH TERMS:** Standard payment terms are **NET THIRTY (30) DAYS** after invoice date unless specifically indicated otherwise. Buyer will be charged 1½% interest per month (18% per annum) on any payment received after terms indicated on invoice. Terms are contingent on credit approval, Toter reserves the right to modify credit and payment terms at any time. Invoices are payable in U.S. currency, unless otherwise specified by Toter. Toter retains a security interest in all of the goods described on the reverse side hereof until such time as the entire purchase price is paid in full.

5. **DAMAGED GOODS:** If any part of any shipment is damaged or missing when it arrives **TAKE DELVERY AT ONCE** and have delivery carrier acknowledge damage or shortage, and make proper notation on your freight receipt. Failure to have carrier acknowledge damage may void any warranty and continue Buyer responsibility for payment in full.

6. **SHIPPING ESTIMATES/DELIVERY:** The shipping date shown on this form is an approximation only and does not, in any way, represent a contract by Seller to ship or deliver on said date. Seller will not be liable for any or all damages resulting from any delay or early shipment, regardless of the cause of the delay or early shipment. Unless otherwise expressly stated, Toter shall have the right to make delivery in installments. In the event of war, fire, flood, strike, labor trouble, accident, riot, act of God, act of governmental authority or any other contingencies beyond the control of Toter interfering with the production, supply, transportation, or consumption of the goods covered by this agreement or with the supply of any raw material used in connection therewith, quantities so affected may be eliminated from the agreement without liability but the agreement shall otherwise remain unaffected. Toter may during any period of shortage due to any of said cause, prorate its supply of such goods among its customers under this and other orders and agreements in such manner as Toter may deem fair and practicable.

7. **FREIGHT:** Any quotation of freight, transportation, shipping, handling or similar charges are **ESTIMATES** only. Buyer is solely responsible for all charges connected with freight, transportation, shipping, handling, insurance, demurrage or similar functions, unless otherwise agreed to in writing by Toter. If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be for the account of the Buyer.

8. **MINIMUM ORDER:** One hundred ($100.00) dollar minimum, excluding freight, taxes, etc.

9. **MODIFICATIONS:** Modifications will only be accepted within twenty-four (24) hours of date the original order is placed with Toter's Customer Service Department.

10. **PRICES:** All prices quoted are F.O.B. Shipping point, unless specifically indicated otherwise, and supercede all previous prices and quotations.

11. **RETURNS:** A Return Authorization Number must be obtained from Toter within five (5) days of receipt of goods and before merchandise may be returned for credit. Returns must be completed within sixty (60) days of invoice date. All transportation charges for returned merchandise must be **PREPAID** by the shipper. Returned saleable merchandise accepted by Toter for credit is subject to a 15% restocking charge. If any portion of the goods delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Toter shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Toter without Toter's written consent. In no event shall Toter be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.

12. **SPECIFICATIONS:** Toter reserves the right to substitute materials and modify product features provided that the resulting quality is equal or improved. If an inspection or testing of the goods has been agreed upon, such inspection or testing shall be made at Toter's plant or other source of supply before shipment of the goods, and approval or rejection shall be made promptly and in any event before shipment. No claims will be entertained thereafter. In all other cases Buyer is required to give written notice to Toter of any claim promptly upon receipt of the goods and in any event within five (5) days thereafter, and Toter shall thereupon be afforded a reasonable opportunity to inspect the goods.

13. **TAXES:** Prices do not include city, county, state, federal, or any other taxes. All applicable taxes shall be paid by the Buyer unless a proper exemption certification is furnished.

14. **WARRANTY:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY END USE: DETERMINATION OF THE SUITABILITY OF THE GOODS COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THERWITH, BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR INCIDENT TO THE USE OR POSSESSION OF THE GOODS FURNISHED UNDER THIS AGREEMENT.

15. **ENTIRE AGREEMENT:** The above terms and conditions represent the entire agreement between Toter and Buyer with respect to the sales of goods supplied hereunder. This agreement cannot be modified except in writing signed by an officer of Toter and Buyer covering the sales of said goods.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 5671***

Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for the Purchase of an Annual Supply of Cover Stone for the 2012 Seal Coat Program

Issue

To consider an award of bid for the purchase of cover stone for the 2012 Seal Coat Program

Background

Following the required advertising in the local newspaper and notification of material suppliers, one cover stone bid that meets the City's specifications was received and opened on April 18, 2012. James Thorpe Company of Pottsboro, Texas, submitted the only bid at $18.49 per ton, an increase of $.65 per ton. Bidders, who did not bid, were contacted about the reason for no bid submittal. Their response was that the amount of material was less than they cared to bid on. The bid received is a reasonable price.

Origination

Department of Public Works

Financial Consideration

Funds for purchasing seal coat materials were appropriated in the fiscal year 2011-2012 Street Department budget. There were sufficient funds appropriated in the Street Department operating budget to purchase up to 3,000 tons of seal coat cover stone.

Staff Recommendation

Staff recommends that the City Council award the bid to James Thorpe Company to purchase seal coat cover stone at $18.49 per ton.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5671
Contract of Sale with Proposer's Certification
Recommendation Memorandum

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVER STONE FOR THE 2012 SEAL COAT PROGRAM; 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 James Thorpe Company of Pottsboro, Texas, is hereby awarded the bid in the total amount of Fifty-Five Thousand Four-Hundred Seventy Dollars and No Cents ($55,470.00) for an annual supply of cover stone and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with James Thorpe Company for an annual supply of cover stone for the 2012 Seal Coat Program, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **BILL MAGERS, MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
STANDARD CONTRACT

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller: James Thorpe Co.

Name James T. Thorpe

Address P.O. Box 1555

City, State, Zip Pottsboro, Texas 75076

Telephone 903-786-6097

Email jamesthorpeco@aol.com

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts,

attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Crushed Rock Coverstone

[CHECK ONE:]

_____ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified hereinbelow. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

_____

Date of Delivery

OR

__X__ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: From May 8, 2012 to May 8, 2013

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept

or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of lose of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.

5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention

to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."

7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.

9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:**
    a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

    b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide

established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warranties that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes

effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party 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, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or 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, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT -- DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance

rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.

23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR

LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION 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. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.

28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.

29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXCUTED this _____ day of _____, _____.

SELLER: James Thorpe Co.

_____
(Signature)

James T. Thorpe Owner
(Type/Print Name and Title/Position)

P.O. Box 1555
(Address)

Pottsboro, Texas 75076
(City,State,Zip)

CITY OF SHERMAN:

By: _____
George Olson,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

_____
Brandon Shelby
City Attorney

CITY OF SHERMAN
CRUSHED ROCK COVERSTONE
April 18, 2012

Does your proposald meet all specifications contained herein? Yes X No____

Does your material and workmanship meet all specifications? Yes X No____

If no is indicated, explain below

PRICE PER TON:$ 18.49

Delivery information and Other:

30 days

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Sherman, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The proposal MUST be signed by an Officer of the company)
___ Partnership (The proposal MUST be signed by a General Partner)
___ Joint Venture (The proposal MUST be signed by an Officer of the company)
X Sole Proprietor (The proposal MUST be signed by the Owner)

Company Name: James Thorpe Co.

Address of Principal Place of Business:

409 Grayson St.

Pottsboro, Texas 75076

Mailing Address (if different):

P.O. Box 1555

Pottsboro, Tx. 75076

Phone: 903-786-6097

Fax: 903-786-2755

Email: jamesthorpeco@aol.com

Authorized Representative: James T. Thorpe

Signature: James T. Thorpe

Date: 4-16-2012

Acknowledgement of Addenda (if any): #1 * #2 * #3 *

Sherman
CLASSIC TOWN, BROAD HORIZON.

ATE:

TO: Mary Lawrence, Controller

FROM: Jim Cullen, Street Superintendent

SUBJECT: 2012 – 2013 Seal Coat Coverstone bid

The Street Department has reviewed the bids opened on April 18, 2012 for the coverstone to be used in the seal coat process.

There is only one bid that is responsive, which is James Thorpe with a bid of $18.49 per ton.

We feel the reason for the one bid, is because the amount of coverstone we use is not of interest to the larger companies.

Mr. Thorpe is a local vendor and has provided the coverstone in a timely manner. We have not had to wait on coverstone since he has been supplying it.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.6

**** RESOLUTION NO. 5672***

Awarding a Bid to and Authorizing Execution of a Contract with Ergon Asphalt and Emulsions, Inc. for the Purchase of an Annual Supply of Emulsified Asphalt Oil for the 2012 Seal Coat Program

Issue

To consider the award of a bid to Ergon Asphalt and Emulsions, Inc. of Mt. Pleasant, Texas for the purchase of up to 80,000 gallons of CRS-2 and CRS-2H emulsified asphalt oil for the 2012 Street Seal Coat Program

Background

Following the required advertising in the local newspaper and notification of oil suppliers, four bids for emulsified asphalt oil were received and opened on April 18, 2012.

Origination

Department of Public Works

Financial Consideration

Ergon Asphalt and Emulsion's bid for the required asphalt oil was $2.5091 per gallon and was the low bid. This is a $.113/gallon increase over last year. There are sufficient funds in the fiscal year 2011-2012 annual Street Department operating budget to purchase up to 80,000 gallons of emulsified asphalt oil.

Staff Recommendation

Award the bid for seal coat emulsified asphalt oil to Ergon Asphalt and Emulsions, Inc.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5672
Contract of Sale with Proposer's Certification
Bid Tabulation
Recommendation Memorandum

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ERGON ASPHALT AND EMULSIONS, INC. FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2012 SEAL COAT PROGRAM; 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 Ergon Asphalt and Emulsions, Inc. is hereby awarded the bid in the total amount of Two-Hundred Thousand Eight Hundred and Thirty-Four Dollars and Forty Cents ($200,834.40) for an annual supply of emulsified asphalt oil for the 2012 Seal Coat Program and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved by the City Attorney, to execute a contract with Ergon Asphalt and Emulsions, Inc. for an annual supply of emulsified asphalt oil, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
STANDARD CONTRACT

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named **SELLER**, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

ERGON ASPHALT & EMULSIONS, INC.

Name

11612 RM 2244, BUILDING 1, SUITE 250

Address

AUSTIN, TEXAS 78738

City, State, Zip

(512) 469-9292

Telephone

myles.mckenzie@ergon.com OR beth.roe@ergon.com

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the

Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

_____

_____

_____

_____

[CHECK ONE:]

_____ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified hereinbelow. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

_____

Date of Delivery

OR

__X__ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: From May 8, 2012 to May 8, 2013

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance

addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.

5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."

7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.

9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:**
    a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

    b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability

and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warranties that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party 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, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or 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, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform

Commercial Code is used in this agreement, the definition contained in the Code is to control.

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23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION 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. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

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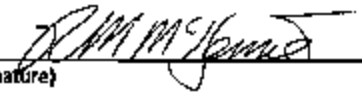
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXCUTED this _____ day of _____, _____.

SELLER:



(Signature)

R. N. McKENZIE, VICE PRESIDENT
(Type/Print Name and Title/Position)

11612 RN 2244, BUILDING 1, SUITE 250
(Address)

AUSTIN, TEXAS 78738
(City,State,Zip)

CITY OF SHERMAN:

By: _____
George Olson,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

_____
Brandon Shelby
City Attorney

CITY OF SHERMAN
CRS-2 AND CRS-2H EMULSIFIED ASHPHALT
April 18, 2012

Does your proposald meet all specifications contained herein? Yes X No_____

Does your material and workmanship meet all specifications? Yes X No_____

If no is indicated, explain below

PRICE PER GALLON:$ 2.3091

Delivery Information and Other: DELIVERY IS 24 HOURS AFTER ORDER IS PLACED.

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED

ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED.

THE COMMON CARRIER BILLS DEMURRAGE AT $80.00 PER HOUR, AFTER THE SECOND HOUR. RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF. PUMP AND HOSE CHARGE IS $80.00 PER LOAD.

Federal Environmental Fee will be added to above prices at rate of $.442400/ton for asphalt & polymer base, or $.00133/gal for emulsion loads.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Sherman, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

X Corporation (The proposal MUST be signed by an Officer of the company)
___ Partnership (The proposal MUST be signed by a General Partner)
___ Joint Venture (The proposal MUST be signed by an Officer of the company)
___ Sole Proprietor (The proposal MUST be signed by the Owner)

Company Name: ERGON ASPHALT & EMULSIONS, INC.

Address of Principal Place of Business:

11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

Mailing Address (if different):

Phone: (512) 469-9292

Fax: (512) 469-0391

Email: myles.mckemie@ergon.com OR beth.roe@ergon.com

Authorized Representative: R. M. McKEMIE

Signature:

Date: APRIL 13, 2017

Acknowledgement of Addenda (if any) : #1 ____ #2 ____ #3 ____

CITY OF SHERMAN
BID TABULATION

Date: 4-18-2012

Bid Title: _____

Vendor	Unit Price	Amount	Discount	Net Bid	Delivery	Comments
Heartland Asphalt Materials		2.35 FOB Sagina .259 Delivered				Asphalt
Ergon Asphalt + Emulsions		2.3091 per gal.				Asphalt
Cleveland Asphalt		2.6473 per gal.				Asphalt
Martin Resource		2.59 per gal				Asphalt
James Thorpe		18.49 per ton				Cover stone.

Sherman
CLASSIC TOWN. BROAD HORIZON.

ATE: April 25, 2012

TO: Mary Lawrence, Controller

FROM: Jim Cullen, Street Superintendent

SUBJECT: 2012 – 2013 Seal Coat Emulsified Asphalt Bid

The Street Department has reviewed the bids opened on April 18, 2012 for the emulsified asphalt to be used in the seal coat process.

There were four responsive bids, which were:

- Cleveland Asphalt $2.6473/gal
- Heartland Asphalt $2.59/gal
- Martin Asphalt $2.59/gal
- Ergon Asphalt $2.5091/gal

The Street Department recommends awarding the bid to the lowest responsive bid which was Ergon Asphalt at $2.5091/gal.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. C.7

**** RESOLUTION NO. 5673***

Authorizing Execution of an Encroachment Easement to Joseph Hunt for the Construction of a Storage Building in a 10' Drainage Easement and a 7' Utility Easement on Lot No. 22 of Block No. 6 of the Country Ridge Estates No. 2 Addition to the City of Sherman (1104 Pintail Drive)

Issue

To consider granting an encroachment into the drainage and utility easements located at 1104 Pintail Drive

Background

The owner of the residence at 1104 Pintail Drive proposes to construct a storage building, which would encroach seven feet (7') into an existing ten foot (10') drainage easement and four feet (4') into an existing seven foot (7') utility easement.

Origination

Joseph Hunt, Homeowner

Financial Consideration

None

Staff Recommendation

The staff has no objections to the proposed encroachment and recommends approval. Atmos, Oncor, Verizon, and Cable One have been contacted and raise no objection to the construction within the easements.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5673
Encroachment Easement
Aerial
Copy of Plat Section
Citizen Request
Utility Letters

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5673

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO JOSEPH HUNT FOR THE CONSTRUCTION OF A STORAGE BUILDING IN A 10' DRAINAGE EASEMENT AND A 7' UTILITY EASEMENT ON LOT NO. 22 OF BLOCK NO. 6 OF THE COUNTRY RIDGE ESTATES NO. 2 ADDITION TO THE CITY OF SHERMAN (1104 PINTAIL 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 Joseph Hunt, in substantially the same form as presented at this meeting, for the construction of a storage building which would encroach seven feet (7') within an existing ten foot (10') Drainage Easement and four feet (4') within an existing seven foot (7') Utility Easement on Lot No. 22 of Block No. 6 of the Country Ridge Estates No. 2 Addition to the City of Sherman, located at 1104 Pintail Drive, in accordance with the easement document and 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 _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

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 **JOSEPH HUNT** of Sherman, Texas, hereinafter called "GRANTEE", an encroachment easement to construct a storage building and encroach seven feet (7') into an existing ten foot (10') drainage easement and encroach four feet (4') into an existing seven foot (7') utility easement on Lot No. 22 of Block No. 6 of the Country Ridge Estates No. 2 Addition to the City of Sherman, Texas, and known as 1104 Pintail Drive, as shown on the location map marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, his heirs, successors and assigns, for the limited purpose of constructing a storage building within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the storage building 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 new utilities, removing or repairing any public utilities located therein, GRANTEE hereby release 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 storage building and loss of use of such area.

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

EXECUTED this the _____ day of _____, A.D., 2012.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON,
CITY MANAGER

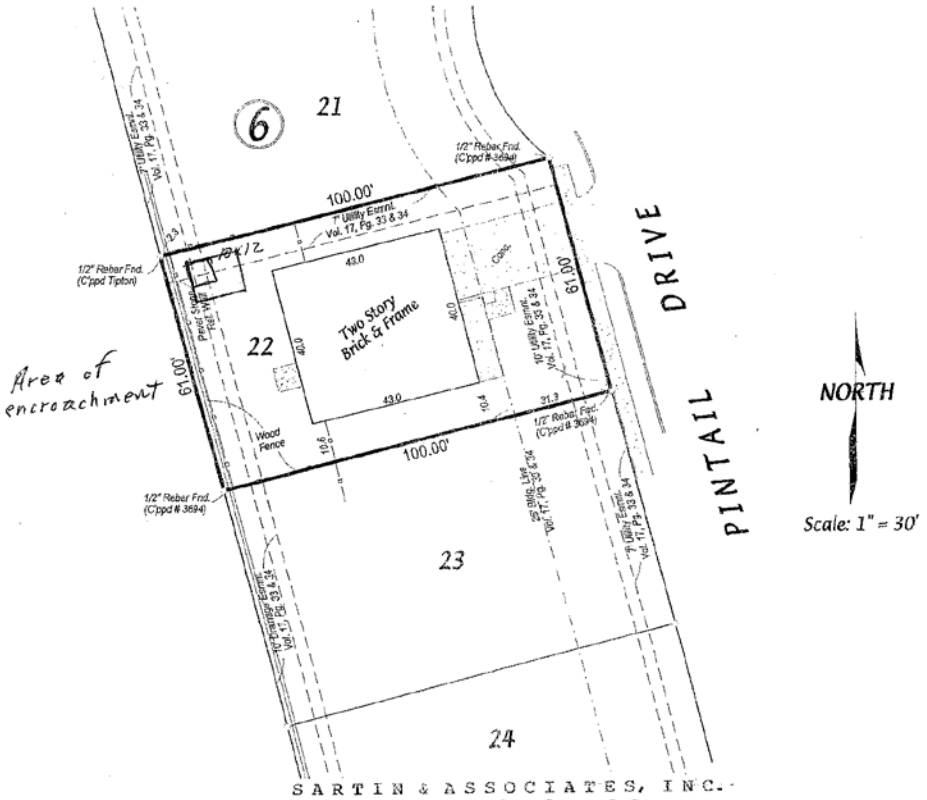
THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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., 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXHIBIT "A"



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

SURVEY FOR: JOSEPH C. HUNT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 13 th day of April, 2006 of the following described property:

Lot TWENTY TWO (22) in Block SIX (6) of COUNTRY RIDGE ESTATES NO. 2, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 17, Pages 33 & 34, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as **1104 PINTAIL DRIVE, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

Joseph C. Hunt

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

1104PINT.pcs

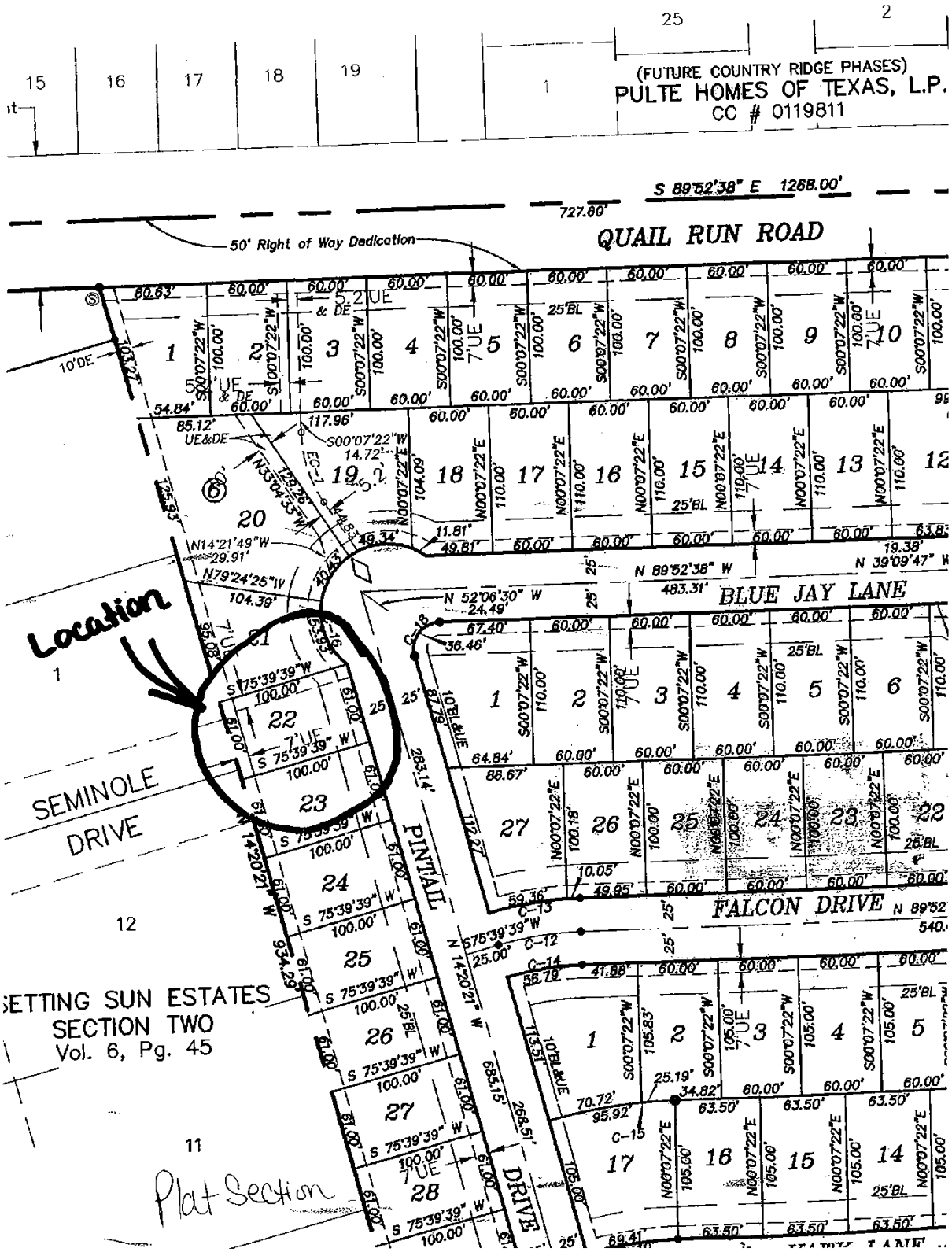
8.21.06

Sherman
CLASSIC TOWN, BROAD HORIZON.

Engineering Dept.

1104 Pintail Drive

N


(FUTURE COUNTRY RIDGE PHASES)
PULTE HOMES OF TEXAS, L.P.
CC # 0119811
S 89°52'38" E 1268.00'
727.80'
QUAIL RUN ROAD
50' Right of Way Dedication
BLUE JAY LANE
FALCON DRIVE
PINTAIL DRIVE
SEMINOLE DRIVE
Location
SETTING SUN ESTATES
SECTION TWO
Vol. 6, Pg. 45
Plat Section

To whom it may concern:

This letter is to formally request an encroachment into the utility easement on the back and north side of my property for the purpose of building a storage building there. Taking into consideration the City of Sherman's ordinance of having any structure located at least 6ft from my house and the easements on both the back and north side of my property, I do not have the space.

I am asking for an encroachment of 7ft on the 10ft easement on the back side of the property and a 4ft encroachment on the 7ft easement of the north side of the property.

The building will be on top of the ground on blocks.

If you have any questions or concerns, please don't hesitate to contact me at (903) 267-2205. Thank you for your consideration in this matter

Joseph Hunt
1104 Pintail
Sherman, TX 75092

Atmos Energy

April 17, 2012

Utility Easement

To Whom It May Concern:

This letter is in reference to a utility easement located north and west of 1104 Pintail Sherman, Texas. Atmos Energy has no underground utilities located in these locations. All Atmos facilities are located in the city street right of way located in front of residential homes in the sub-division. Atmos has no issue with the property owners request to encroach up the drainage and utility easement located north and west of this property.

Sincerely,

Jacky Thomas
Operations Supervisor
Atmos Energy

Stephen Meek
Sr. Utility Designer

ONCOR Electric Delivery
Distribution Division
2201 Woodlake Rd.
Denison, Texas 75020

Tel: 903 868 8287

Fax 903-868-8249

Email
Stephen.meek@oncor.com

Jodi Hunt
1104 Pintail
Sherman, Texas 75092
Easement Encroachment Request 04-19-2012

I have field checked your location and reviewed your proposed encroachment request at 1104 Pintail as marked on the ground 04-19-2012. ONCOR Electric Delivery has no objection to this encroachment request.

Sincerely,

Stephen Meek

verizon

2201 Avenue I
Plano, TX 75074
Ofc: 972/578-3311
Fax: 972/578-3396

April 24, 2012

Jodi Hunt
1104 Pintail
Sherman, TX, 75092

RE: Proposed storage shed in 10' drainage easement.

Mrs. Hunt:

After review of the subject request, Verizon has no objections to your proposed storage shed to be constructed in the 10' drainage easement behind 1104 Pintail in Sherman, Grayson County, Texas. It is your responsibility to contact 1-800-Dig-Tess (1-800-344-8377) to locate any facilities before digging.

This letter allows an encroachment only and Verizon retains its rights in full and effect of all remaining and existing utility easements affecting the property. Should Verizon be required to repair the existing facilities in that portion of the utility easement or install new facilities, we would not accept responsibility for any damages to the encroaching structure during the repair and/or installation process. Also, the owner of the encroaching structure is responsible for the relocation/removal of the structure that may interfere with access to the easement.

If you have any questions please do not hesitate to contact me at 972/578-3311.

Sincerely,

Chris W. Smith
Section Manager – Network Engineering & Planning
Twin Cities & Eastern Districts
Plano, Texas

3720 Texoma Parkway
P.O. Box 1223
Sherman, TX 75090
Tel 903•893•6548
Fax 903•868•2754

April 26, 2012

Jodi Hunt

1104 Pintail Dr.

Sherman, TX

RE: Utility Easement Encroachment

Dear Ms. Hunt,

Cableone's facilities are located in front [street side] at 1104 Pintail Dr. Sherman, Texas, therefore we have no objection of encroachment into the utility easement at the rear of the property.

If you need further assistance, please call.

Sincerely,

Clint Cook

Technical Operations Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. D.1

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Annexation of 71.671 acres along Washington Street; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed upon Approval of the Annexation Scheduling Plan

Issue

The annexation of approximately 71.671 acres on Washington Street

Background

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

Origination

City Council

Financial Consideration

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

Staff Recommendation

It is recommended that the schedule for annexation be approved and that the required public hearings be set for the regular Council meetings of May 21, 2012 and June 4, 2012, with the Ordinance to be adopted at a called Council meeting on Monday, June 25, 2012.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan
Field Notes
Request Letter
Location Aerial

Prepared by:
Brandon Shelby, City Attorney

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

Annexation of 71.671 acres along Washington Street

Wednesday, May 9, 2012……..	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Friday, May 11, 2012……..……..	Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, May 17, 2012……	Post notice of 1st Public Hearing under the Open Meetings Act.
Monday, May 21, 2012…….…….	City Council's 1st Public Hearing on intent to annex and service plan.* (Regular Meeting)
Friday, May 25, 2012…….…….	Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, May 31, 2012…….……	Post notice of 2nd Public Hearing under the Open Meetings Act.
Monday, June 4, 2012……..……..	City Council's 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, June 21, 2012…….…….	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.**
Monday, June 25, 2012…….…….	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Called Council Meeting)**

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

** Special Called Meeting for introduction and consideration of adoption of annexation ordinance must be held after June 24, 2012 and before June 30, 2012 in order to comply with statutory requirements. Changing the date of introduction and consideration impacts the date notice must be published.

Legal Description

Situated in the County of Grayson, State of Texas, being a part of the J. Deaver Survey, Abstract No. 348, being a part of the 132.762 acre tract of land described in Exhibit “A” in deed to The Intralasik Center, P. A. of record in Volume 4024, Page 461, of the Official Public Records, Grayson County, Texas, and being more particularly described as follows:

Beginning at a ½” steel rod in Washington Street, said rod being the northeast corner of said 132.762 acre tract;

Thence South 01°44’12” East leaving said road, a distance of 2,010.03 feet to a set ½” steel rod;

Thence South 87°57’43” West a distance of 56.53 feet to a set ½” steel rod;

Thence South 01°44’12” East a distance of 648.31 feet to a ½” steel rod set in the north line of the 160.590 acre tract of land conveyed to Grayson 200, LTD., by deed of record in Volume 3945, Page 427, of said Official Public Records, said rod being the southeast corner of the herein described tract;

Thence South 88º30’23” West with said north line, a distance of 1134.23 feet to a point, the southwest corner of the herein described tract;

Thence North 01°45’35” West a distance of 1630.60 feet to a point;

Thence North 01°14’23” West a distance of 1025.00 feet to a point in Washington Street and the north line of said 132.762 acre tract;

Thence North 88°39’18” East with said Washington Street, a distance of 1657.85 feet to a spike nail found at an angle point;

Thence North 87°57’43” East continuing with said Washington Street, a distance of 524.69 feet to the Point-of-Beginning and containing 71.671 acres of land.

Mehrdad Mazaheri, M.D.
The Intralasik Center PA
670 W. Campbell Rd, Suite 100, Richardson, TX 75080
Tel: (214) 564-7979

August 30, 2011

Lisa Whitfield
Department of Engineering
P.O Box 1106,
Sherman, TX 75091
Fax: (903) 870-7802

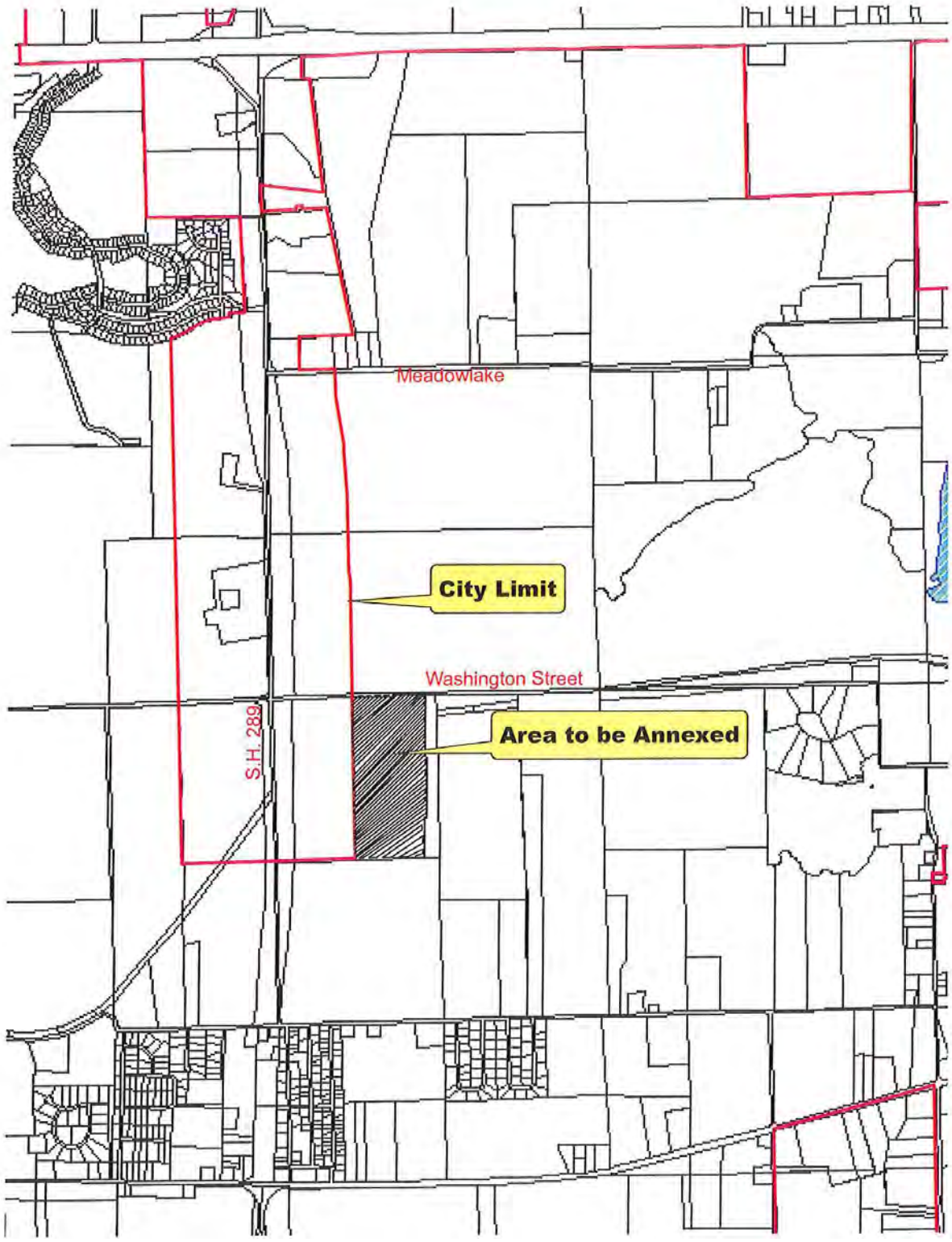
Re: Annexation for Property ID 261336

Dear Lisa,

I, Mehrdad Mazaheri, am writing this letter in order to request the annexation of all of my property in Grayson County, located at the intersection of Washington Street and SH 289. To my knowledge part of this property was annexed at a previous time. If you may have any questions or help regarding this process please feel free to contact me.

Kindest Regards,

Mehrdad Mazaheri, M.D.
Tel: (214) 564-7979


Meadowlake
City Limit
Washington Street
S.H. 289
Area to be Annexed

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. D.2

**** OTHER BUSINESS***

Approve Quarterly Investment Reports for Period Ending March 31, 2012

Issue

To approve the Investment Reports for the quarterly period ending March 31, 2012

Background

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. The report was given to the Investment Committee prior to submittal to the Council. Two portfolios will be addressed: Operating Portfolio and Debt Proceeds Portfolio.

As of March 31, 2012, both portfolios were in compliance with applicable state laws and the City's internal Investment Policy. The Operating Portfolio had a book value of about $24.8 million, up about $3.0 million from three months ago because of property tax collections. This portfolio is appropriately liquid; and its weighted-average maturity increased to about 312 days, up from 250 days last period, because of investment purchases during the quarter. The portfolio yield of 0.48% for the quarter is higher than the benchmark yield of 0.15%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance of about $.3 million decreased about $.1 million due to payments made for construction projects during the period. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.14% for the quarter was essentially the same as the benchmark yield. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

Origination

Finance

Financial Consideration

None

Staff Recommendation

It is recommended that the Council accept the report as presented.

Alternatives

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee; Investment reports and related schedules

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Wednesday, May 2, 2012

TO: The Investment Committee Members:
Deputy Mayor Willie Steele
Councilman Robert G. Softly
George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/CFO

SUBJECT: Investment Reports for Quarter Ended March 31, 2012

Enclosed is a copy of the quarterly investment reports for the quarter ended March 31, 2012. Reports are included for the two major portfolios - the operating portfolio and the CO Debt portfolio. Each of these reports reflects that, as of that date, the City was in compliance with all applicable state laws as well as the City's Investment Policy.

The total operating portfolio balance of about $24.8 million had a weighted-average maturity of about 312 days, up from 250 days last quarter because securities with longer maturities were purchased during the quarter. The portfolio yield of 0.48% was higher than our benchmark 180-day T-Bill yield, which was 0.15%; and book value closely approximated market value. Portfolio balances were up because of property tax collections during the period.

Also, as of March 31, 2012, all of the CO Debt Proceeds was invested in pooled investments and bank demand deposits, together yielding 0.14%, closely approximating the yield of the benchmark 180-day T-Bill rate. The Debt Proceeds portfolio balance decreased by about $.1 million to during the quarter to about $.3 million because of payments related to capital construction. We expect the CO Debt Proceeds portfolio to be closed out in the quarter ending June 30, pending resolution of Washington Street final payment with the bonding company.

This investment report will be on the May 7, 2012 City Council Agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachments (as stated above)

CITY OF SHERMAN, TX
CO Debt Proceeds
Investment Report Summary
March 31, 2012

This report complies with the requirements of the public funds investment law and covers the Certificate of Obligation Debt Proceeds of the City of Sherman that is subject to that law. At March 31, 2012, investment book value was about $300 thousand and had decreased by approximately $130 thousand from the previous quarter due to payments for construction projects. The City's investment portfolio includes an interest-bearing demand deposit and an investment pool that strives to maintain a 100% net asset value.

The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of March 31, 2012. The weighted-average maturity of the portfolio was 1 day at March 31, 2012.

The market value of the portfolio was 100.0% of book value as of March 31, 2012.

The portfolio yield of 0.14% at March 31, 2012 was lower than the benchmark yield of .15% on the 180-day T-Bill.

All other transactions were routine.

The following schedules are also a part of this investment report.

Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer

Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
CO Debt Proceeds
Detailed Investment Report - Debt Proceeds
As of March 31, 2012

Investment	VALUES - December 31, 2011 Book	VALUES - December 31, 2011 Market	Book Increase/(Decrease) Purchases/ (Withdrawals)	Book Increase/(Decrease) Accruals/ Amortizations	Market Increase/(Decrease) Purchases & (Withdrawals)	Market Increase/(Decrease) Change In Market Price	VALUES - March 31, 2012 Book	VALUES - March 31, 2012 Market
DEMAND DEPOSITS								
Depository Bank-TIF	$ 263,985	$ 263,985	$ -	$ 89	$ -	$ 89	$ 264,074	$ 264,074
INVESTMENT POOLS								
TexStar-2009A Bonds	202,664	202,686	(129,877)	32	(129,877)	19	72,819	72,828
	202,664	202,686	(129,877)	32	(129,877)	19	72,819	72,828
	$466,649	**$466,671**	**($129,877)**	**$121**	**($129,877)**	**$108**	**$336,893**	**$336,902**

CITY OF SHERMAN, TX
CO Debt Proceeds
Comparison of Portfolio to Policy Limits
As of March 31, 2012

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Cash Demands within 1 month	100.00%	100.00%	**0.00%**
Cash Demands within 3 months	100.00%	100.00%	**0.00%**
Cash Demands within 6 months	100.00%	100.00%	**0.00%**
Cash Demands within 1 year	100.00%	100.00%	**0.00%**
Cash Demands within 2 years	100.00%	100.00%	**0.00%**

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	1.00	**499.00**

CITY OF SHERMAN, TX
CO Debt Proceeds
Calculation of Weighted Average Maturity and Yield
As of March 31, 2012

Demand Deposits	Market Value	Book Value	# of Days To Maturity	Original Yield to Maturity	Percent of Portfolio
Depository Bank	$ 264,074	$ 264,074	0	0.15%	78.39%
Investment Pools					
Tex-Star-2009A Bonds	72,828	72,819	1	0.10%	21.61%
TOTAL	**$ 336,902**	**$ 336,893**			**100.00%**

Weighted Average Maturity	
Weighted Average Days to Maturity	0
Weighted Average Days to Maturity-Operating (ex.depository bank)	1

Weighted Average Yield	
Weighted Average Yield	0.14%
Weighted Average Yield-Operating (excluding depository bank)	0.10%
Yield to Maturity of 180 day T-Bill at March 31, 2012	0.15%

CITY OF SHERMAN, TX
CO Debt Proceeds
Market Value Analysis
As of March 31, 2012

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2011		$466,671
INVESTMENT ACTIVITY:		
Purchases	-	
Maturities	-	
Net Changes in Market Price	-	
		-
Bank and Pooled Investment Deposits/(Withdrawals) - Net		($129,769)
ENDING VALUE - March 31, 2012		**$336,902**

COMPARISON OF BOOK VALUE TO MARKET VALUE:

BEGINNING VALUE - December 31, 2011		
Market Value	$466,671	
Book Value	$466,649	
Ratio of Market Value to Book Value		100.00%
ENDING VALUE - March 31, 2012		
Market Value	$336,902	
Book Value	$336,893	
Ratio of Market Value to Book Value		100.00%

CITY OF SHERMAN, TX
CO Debt Proceeds
Quarter To Date Investment Transaction Report
As of March 31, 2012

PURCHASES

There were no purchases during the period.

MATURITIES

There were no maturities during the period.

CITY OF SHERMAN, TX
CO Debt Proceeds
Interest Receivable and Earned Interest Income
As of March 31, 2012

Investment	Original Yield	Interest Receivable December 31, 2011	Purchased Interest	Interest Received	Coupon Interest	Interest Receivable December 31, 2011	Amortization/ Accretion	Earned Interest Income
DEMAND DEPOSITS								
Depository Bank-TIF	0.15%	$ -	$ -	$ 89	$ 89	$ -	$ -	$ 89
INVESTMENT POOLS								
TexStar - 2009A Bonds	0.10%	-	-	32	32	-	-	32
		-	-	32	32	-	-	32
		$ -	$ -	$121	$121	$ -	$ -	$121

CITY OF SHERMAN, TX
Investment Report Summary
March 31, 2012

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law. At March 31, 2012 investment book value was about $24.8 million and had increased by approximately $3.0 million from three months prior. Increases in investment balances are customary during this quarter each year due to property tax collections. The City's investment portfolio includes interest-bearing demand deposits, bank time deposits at our depository bank, a State of Texas Obligation, a CDARS certificate of deposit, investment pools that strive to maintain a 100% net asset value, a U.S. Treasury Note and U.S. Agency securities.

The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of March 31, 2012. The weighted-average maturity of the portfolio increased to about 312 days at March 31, 2012 compared to about 250 days at December 31, 2011 due to investment purchases with longer maturity dates.

The market value of the portfolio was 100.01% of book value as of March 31, 2012. The portfolio yield of 0.48% at December 30, 2011 was higher than the benchmark yield on the 180-day T-Bill, which was 0.15%.

Two securities matured during the quarter with a par value of $1.0 million. Five securities were purchased with a par value totaling $5.25 million. Accrued interest of about $12,000 was added to CD principal. All other transactions were routine.

The following schedules are also a part of this investment report.

Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer

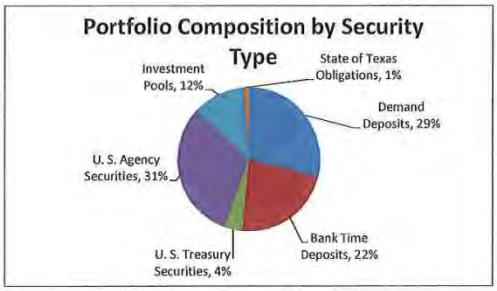
Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
Detailed Investment Report
As of March 31, 2012

Investment	Par	VALUES - DECEMBER 31, 2011 Book	VALUES - DECEMBER 31, 2011 Market	Book Increase/(Decrease) Purchases/ (Withdrawals)	Book Increase/(Decrease) Accruals/ Amortizations	Market Increase/(Decrease) Purchases & (Withdrawals)	Market Increase/(Decrease) Change In Market Price	VALUES - MARCH 31, 2012 Book	VALUES - MARCH 31, 2012 Market
DEMAND DEPOSITS									
Depository Bank		$ 6,939,804	$ 6,939,804	$ (782,695)	$ -	$ (782,695)	$ -	$ 6,157,109	$ 6,157,109
Depository Bank-TIF Funds		681,578	681,578	360,342	-	360,342	-	1,041,920	1,041,920
		7,621,382	7,621,382	(422,353)	-	(422,353)	-	7,199,029	7,199,029
BANK TIME DEPOSITS									
Certificate of Deposit 0.91% 4/1/2012		1,006,870	1,006,870	2,282	-	2,282	-	1,009,152	1,009,152
Certificate of Deposit 1.61% 5/3/2012		1,024,462	1,024,462	4,153	-	4,153	-	1,028,615	1,028,615
Certificate of Deposit 1.00% 9/16/2012		1,012,556	1,012,556	2,519	-	2,519	-	1,015,075	1,015,075
Certificate of Deposit 0.70% 8/11/2013		1,503,221	1,503,221	2,649	-	2,649	-	1,505,870	1,505,870
Certificate of Deposit 0.40% 12/08/2013		1,000,263	1,000,263	-	-	-	-	1,000,263	1,000,263
		5,547,372	5,547,372	11,603	-	11,603	-	5,558,975	5,558,975
INVESTMENT POOLS									
Tex-Pool		1,555,177	1,555,301	-	379	-	363	1,555,556	1,555,665
TexStar		1,379,865	1,380,013	-	348	-	370	1,380,213	1,380,383
		2,935,042	2,935,314	-	727	-	734	2,935,769	2,936,048
SECURITY INVESTMENTS									
FHLMC 1.13% 7/27/2012	1,000,000	1,003,280	1,005,094	-	(1,428)	-	(2,110)	1,001,852	1,002,984
FNMA .75% 12/28/2012	1,000,000	998,774	1,005,123	-	307	-	(1,136)	999,081	1,003,987
FHLMC .55% 1/9/13	1,000,000	-	-	1,000,000	-	1,000,000	1,180	1,000,000	1,001,180
FMUC .60% 8/22/2013,called 2/22/12	1,000,000	1,000,000	1,000,364	(1,000,000)	-	(1,000,000)	(364)	-	-
FHLB 2.63% 9/13/2013	400,000	413,509	415,034	-	(1,976)	-	(1,799)	411,533	413,235
FNMA 1.13% 9/30/2013	1,000,000	1,009,145	1,012,911	-	(1,302)	-	(1,227)	1,007,843	1,011,684
FFCB .69% 6/2/2014,called 2/2/12	1,000,000	1,000,000	999,322	(1,000,000)	-	(1,000,000)	678	-	-
AUS 0.711% 9/1/2014	285,000	304,853	302,063	-	(2,967)	-	(83)	301,886	301,980
FHLMC 4.60% 4/2/14	1,250,000	-	-	1,364,575	(8,412)	1,364,575	(11,971)	1,356,163	1,352,604
FNMA .375% 3/16/15	1,000,000	-	-	993,250	224	993,250	(738)	993,474	992,512
US Treasury 1.875% 6/30/15	1,000,000	-	-	1,046,641	(3,120)	1,046,641	(5,782)	1,043,521	1,040,859
FHLMC 0.65% 8/25/2015	1,000,000	-	-	1,000,000	-	1,000,000	(4,065)	1,000,000	995,935
		5,729,561	5,739,911	3,404,466	(18,675)	3,404,466	(27,417)	9,115,353	9,116,960
		21,833,357	**21,843,979**	**$2,993,716**	**($17,948)**	**$2,993,716**	**($26,683)**	**24,809,126**	**$24,811,012**

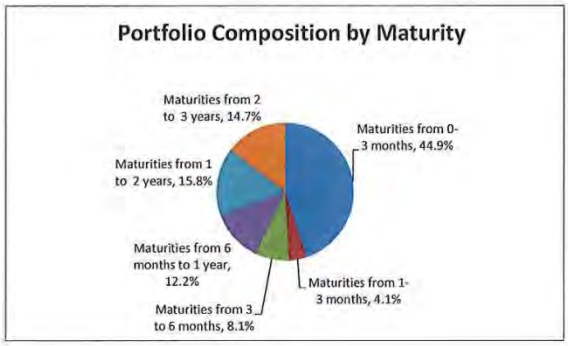
CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of March 31, 2012

LIMITS ON TYPES OF SECURITIES	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	% Variance Policy Limits
Demand Deposits	100%	100%	29.02%	70.98%
Bank Time Deposits	25%	30%	22.41%	7.59%
U. S. Treasury Securities	80%	85%	4.21%	80.79%
U. S. Agency Securities	45%	50%	31.32%	18.68%
Investment Pools	45%	50%	11.83%	38.17%
State of Texas Obligations	45%	50%	1.22%	48.78%



LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Available within 1 month	25%	44.92%	19.92%
Available within 3 months	33%	49.06%	16.06%
Available within 6 months	45%	57.19%	12.19%
Available within 1 year	60%	65.25%	5.25%
Available within 2 years	70%	81.08%	11.08%
Available within 3 years	80%	91.76%	11.76%
Available within 4 years	90%	100.00%	10.00%
Available within 5 years	100%	100.00%	0.00%

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	312.04	187.96



CITY OF SHERMAN, TX
Calculation of Weighted Average Maturity and Yield
As of March 31, 2012

	S&P Rating	Market Value	Book Value	# of Days To Maturity	Original Yield to Maturity	Percent of Portfolio
Demand Deposits						
Depository Bank		$6,157,109	$ 6,157,109	0	0.15%	24.82%
Depository Bank -TIF Funds		1,041,920	1,041,920	0	0.15%	4.20%
		7,199,029	7,199,029			29.02%
Bank Time Deposits						
Certificate of Deposit 0.91% 4/1/2012		1,009,152	1,009,152	1	0.91%	4.07%
Certificate of Deposit 1.61% 5/3/2012		1,028,615	1,028,615	33	1.62%	4.15%
Certificate of Deposit 1.00% 9/16/2012		1,015,075	1,015,075	169	1.00%	4.09%
Certificate of Deposit 0.70% 8/11/2013		1,505,870	1,505,870	498	0.70%	6.07%
Certificate of Deposit 0.40% 12/8/2013		1,000,263	1,000,263	617	0.40%	4.03%
		5,558,975	5,558,975			22.41%
Investment Pools						
Tex-Pool	AAAm	1,555,665	1,555,556	1	0.10%	6.27%
TexStar	AAAm	1,380,383	1,380,213	1	0.10%	5.56%
		2,936,048	2,935,769			11.83%
Federal Securities and Notes						
FHLMC 1.13% 7/27/2012	AAA	1,002,984	1,001,852	118	0.71%	4.04%
FHLMC .75% 12/28/2012	AAA	1,003,987	999,081	272	0.88%	4.03%
FHLMC.55% 1/9/13	AAA	1,001,180	1,000,000	284	0.55%	4.03%
FHLB 2.63% 9/13/2013	AAA	413,235	411,533	531	0.61%	1.66%
FNMA 1.13% 9/30/2013	AAA	1,011,684	1,007,843	548	0.60%	4.06%
AUS 0.71% 9/01/2014	AAA	301,980	301,886	884	0.71%	1.22%
FHLMC4.60% 4/2/14	AAA	1,352,604	1,356,163	732	0.36%	5.47%
FNMA .375% 3/16/15	AAA	992,512	993,474	1,080	0.60%	4.00%
US TREA 1.875% 6/30/15	AAA	1,040,859	1,043,521	1,186	0.52%	4.21%
FHLMC 0.65% 8/25/15	AAA	995,935	1,000,000	1,150	0.65%	4.03%
		9,116,960	9,115,353			36.74%
TOTAL		**$24,811,012**	**$24,809,126**			**100.00%**

Weighted Average Maturity

	Actual	Maximum
Weighted Average Days to Maturity	312.04	500
Weighted Average Days to Maturity-Operating (ex.depository bank-checking)	439.60	500

Weighted Average Yield

Weighted Average Yield	0.48%
Weighted Average Yield - Operating (excluding depository bank-checking)	0.61%
Target Yield to Maturity of 180 day T-Bill at March 31, 2012	0.15%

CITY OF SHERMAN, TX
Market Value Analysis
As of March 31, 2012

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2011		$21,843,979
INVESTMENT ACTIVITY:		
Purchases	5,416,069	
Maturities	(2,000,000)	
Net Changes in Market Price	(27,417)	
		3,388,652
Bank and Pooled Investment Deposits/(Withdrawals) - Net		(421,619)
ENDING VALUE - March 31, 2012		**$24,811,012**

COMPARISON OF BOOK VALUE TO MARKET VALUE:

BEGINNING VALUE - December 31, 2011		
Market Value	$21,843,979	
Book Value	$21,833,357	
Ratio of Market Value to Book Value		100.05%
ENDING VALUE - March 31, 2012		
Market Value	$24,811,012	
Book Value	$24,809,126	
Ratio of Market Value to Book Value		100.01%

CITY OF SHERMAN, TX
Quarter to Date Investment Transaction Report
As of March 31, 2012

PURCHASES

Date	Type	Principal Purchase Price	Par Value	Yield/Int. Discount Rate	Maturity Date
01/01/2012	CD .91%	$ 778	$ 778	0.91%	04/01/2012
01/13/2012	CD .70%	$ 2,649	$ 2,649	0.70%	08/11/2013
01/06/2012	US Treasury 1.875%	$ 1,046,641	$ 1,000,000	0.52%	06/30/2015
01/10/2012	FHLMC 0.55%	$ 1,000,000	$ 1,000,000	0.55%	01/19/2013
02/01/2012	CD .91%	$ 777	$ 777	0.91%	04/01/2012
02/02/2012	FHLMC 4.60%	$ 1,364,575	$ 1,250,000	0.36%	04/02/2014
02/03/2012	CD 1.61%	$ 4,153	$ 4,153	1.62%	05/03/2012
02/23/2012	FNMA 0.375%	$ 993,250	$ 1,000,000	0.38%	03/16/2015
02/29/2012	FHLMC 0.65%	$ 1,000,000	$ 1,000,000	0.65%	08/28/2015
03/01/2012	CD .91%	$ 727	$ 727	0.91%	04/01/2012
03/16/2012	CD 1.00%	$ 2,519	$ 2,519	1.01%	09/16/2012
	Total Purchases	**$ 5,416,068**	**$ 5,261,603**		

MATURITIES

Date	Type	Par Value	Yield/Int. Discount Rate
2/2/2012	FFCB .69%	$ 1,000,000	0.69%
02/22/2012	FMUC .60%	$ 1,000,000	0.60%
	Total Maturities	**$ 2,000,000**	

CITY OF SHERMAN, TX
Interest Receivable and Earned Interest Income
March 31, 2012

Investment	Original Yield	Interest Receivable December 31, 2011	Purchased Interest	Interest Received	Coupon Interest	Interest Receivable March 31, 2012	Amortization/ Accretion	Earned Interest Income
DEMAND DEPOSITS								
Depository Bank	0.15%	$ -	$ -	$ 2,940	2,940	$ -	$ -	$ 2,940
Depository Bank-TIF Funds	0.15%	-	-	346	346	-	-	346
		-	-	3,286	3,286	-	-	3,286
TIME DEPOSITS								
Certificate of Deposit 0.91% 4/1/2012	0.91%	755	-	2,282	2,282	755	-	2,282
Certificate of Deposit 1.61% 5/3/2012	1.62%	2,620	-	4,153	4,119	2,586	-	4,119
Certificate of Deposit 1.00% 9/16/2012	1.00%	416	-	2,519	2,519	416	-	2,519
Certificate of Deposit .70% 8/11/2013	0.70%	2,104	-	2,649	1,512	967	-	1,512
Certificate of Deposit .40% 12/8/2013	0.40%	11	-	-	998	1,009	-	998
		5,906	-	11,603	11,430	5,733	-	11,430
INVESTMENT POOLS								
Tex-Pool	0.10%	-	-	379	379	-	-	379
TexStar	0.10%	-	-	348	348	-	-	348
		-	-	727	727	-	-	727
SECURITY INVESTMENTS								
FHLMC 1.13% 7/27/2012	0.55%	4,813	-	5,625	2,816	2,004	(1,428)	1,387
FHLMC .75% 12/28/2012	0.88%	-	-	-	1,828	1,828	307	2,135
FHLMC.55% 1/9/2013	0.55%	-	-	-	1,221	1,221	-	1,221
FMUC .60% 8/22/2013,called 2/22/12	0.60%	2,181	-	3,000	819	-	-	819
FHLB 2.63% 9/13/2013	0.61%	3,142	-	5,250	2,627	519	(1,976)	651
FNMA 1.13% 9/30/2013	0.60%	2,825	-	5,625	3,742	942	(1,302)	2,439
FFCB .69% 6/2/2014,called 2/2/12	0.69%	549	-	1,150	601	-	-	601
AUS.71% 9/1/2014	0.71%	1,292	-	4,275	3,685	702	(2,967)	718
FHLMC 4.60% 4/2/14	0.36%	-	19,007	-	9,137	28,144	(8,412)	725
FNMA .375% 3/16/15	0.60%	-	167	417	406	156	224	630
US Treasury 1.875% 6/30/15	0.52%	-	258	-	4,366	4,624	(3,120)	1,246
FHLMC 0.65% 8/25/2015	0.65%	-	-	-	560	560	-	560
		14,802	19,431	25,342	31,806	40,698	(18,675)	13,131
		$20,708	**$19,431**	**$40,958**	**$47,249**	**46,431**	**($18,675)**	**$28,574**

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. D.3

**** OTHER BUSINESS***

Final Plat Approval of the API Addition, being 3.87 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503; Ag-Power Real Estate, Inc., Owner; Jack Barsi, Prospective Buyer; and Sartin and Associates, Inc., Surveyors (4301 and 4305 Texoma Parkway)

Issue

To consider Final Plat approval of the API Addition located at 4301 and 4305 Texoma Parkway, being 3.87 acres in the W. F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503

Background

The property is located at 4301 and 4305 Texoma Parkway just south of Frisco Road on the east side of Texoma Parkway. The owner would like to divide the property into two lots for commercial development.

Origination

Ag-Power Real Estate, Inc. (Owner), Jack Barsi (Prospective Buyer), and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the April 17, 2012 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

4301 & 4305 Texoma Parkway

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N

1 inch = 172 feet

Zoning - 4301 & 4305 Texoma Parkway

Legend

- C L SHERMAN CITY LIMITS
- O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT
- O 1.1 FM 1417 OVERLAY DISTRICT
- O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT
- C B D DOWNTOWN BUSINESS DISTRICT
- C P O COLLEGE PARK OVERLAY DISTRICT
- A & C ARTS & CULTURAL OVERLAY DISTRICT
- CO Office District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- C-1 Retail Business District
- C-2 General Commercial District
- M-1 Light Manufacturing District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- BIP Blalock Industrial Park

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N

1 inch = 129 feet

NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

NORTH

Scale: 1" = 100'

Bearing Base: Monumentation found along East right of way line of Texoma Parkway per right of way map.

A P I ADDITION

to the

CITY of SHERMAN, TEXAS

being 3.87 Acres
out of the
JOHN HENDRIX SURVEY ABST. NO. 503
and the
W. F. PATTERSON SURVEY ABST. NO. 969

Owner & Developer

Ag-Power Inc.
3501 N. Central Expressway
McKinney, Texas 75071
Jack Rocke, President

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

SHEET 1 OF 2
API-ADDN1.pcs

AGENDA ITEM #7

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

April 17, 2012

Lawrence Davis, Chairman

Don Hicks, Vice-Chairman	**Brad Morgan, Commissioner**
Darren Tankersley, Commissioner	**Ron Barton, Commissioner**
Richard Barber, Commissioner	**Joe Gilbert, Commissioner**
Ryan Michael Kreck, Commissioner	**Sam Thorpe, Commissioner**

4301 and 4305 Texoma Parkway
Being 3.87 acres in the W.F. Patterson Survey, Abstract No. 969 &
the John Hendrix Survey, Abstract No. 503
Preliminary and Final Plat

Requested Action/Proposed Use:
Approval of the Preliminary and Final Plat of the API Addition.

Background:
This is a preliminary and final plat proposing the division of an existing tract for the purpose of development. The property has never been platted.

Adjacent Zoning:
C-2 (General Commercial) District

Origination:
Ag-Power Real Estate, Inc. (Owners), Jack Barsi (Prospective Buyer), and Sartin and Associates, Inc. (Surveyor)

Master Plan Designation:
Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Attachments:
Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN

STAFF REVIEW LETTER

April 9, 2012

Ag-Power Inc.
Jack Radke
3501 N. Central Expressway
McKinney, TX 75071

Jeff Barsi
3282 S. Hwy. 121
Bonham, TX 75418

Dear Applicants,

The request for approval of a Preliminary and Final Plat for the property located at 4301 and 4305 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2012 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:

Preliminary Plat:

1. Drive approaches shall conform to the City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
2. The width of right-of-way for streets and the pavement width shall be shown.
3. Detention in accordance with City criteria is required.
4. A 20' utility easement along the rear property line is required.
5. All lots shall have separate water and sewer services
6. Any other changes made to the preliminary plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Final Plat:

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches shall conform to the City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
4. "Final Plat" shall be shown above the subdivision name.
5. The width of right-of-way for streets and the pavement width shall be shown.
6. Detention in accordance with City criteria is required.
7. A 20' utility easement along the rear property line is required.
8. All preliminary plat requirements are to be met prior to the filing of the final plat.

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

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

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

Respectfully,

Mark Gibson
Dir. of Engineering & Utilities

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Nathan Huffman, Fire Marshal
Don Keene, Dir. of Public Works
Scott Shadden, Director of Development Services
Clay Barnett, City Engineer
Lisa Whitfield, Engineering & Development Coordinator
Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75091

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. D.4

**** OTHER BUSINESS***

Replat Approval of Lot 4, Crescent Oaks Plaza Addition, containing 7.108 acres; ET Joint Venture, Owners; and Underwood Drafting and Surveying, Surveyors (1603 U. S. Highway 75 North)

Issue

To consider Replat approval of Lot 4, Crescent Oaks Plaza Addition, located at 1603 U. S. Highway 75 North

Background

The property is located at 1603 U. S. Highway 75 North, between Texoma Parkway and East Taylor Street. The owners would like to replat the property into three lots for commercial development.

Origination

ET Joint Venture (Owners) and Underwood Drafting and Surveying (Surveyors)

Board Recommendation

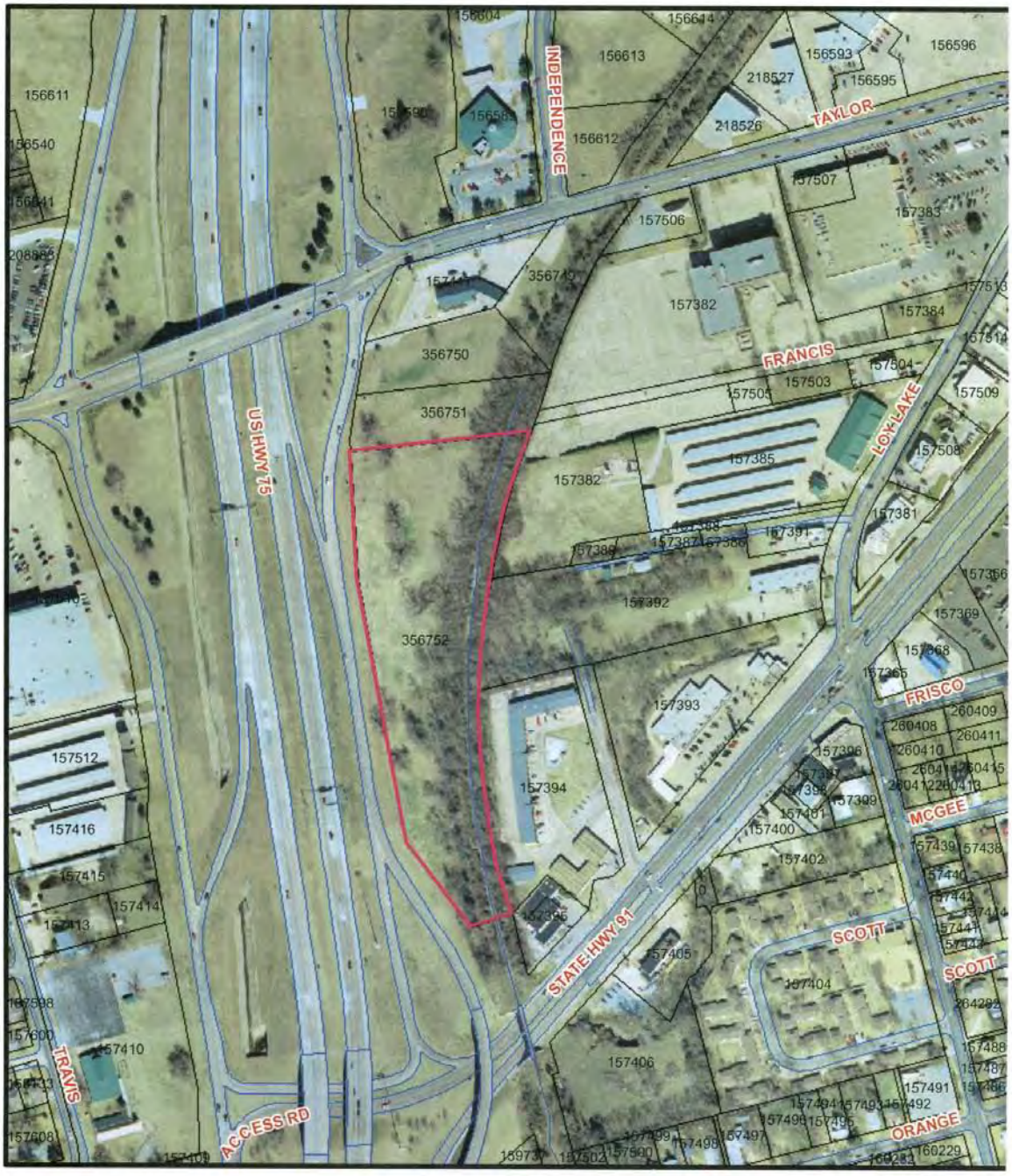
At the April 17, 2012 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



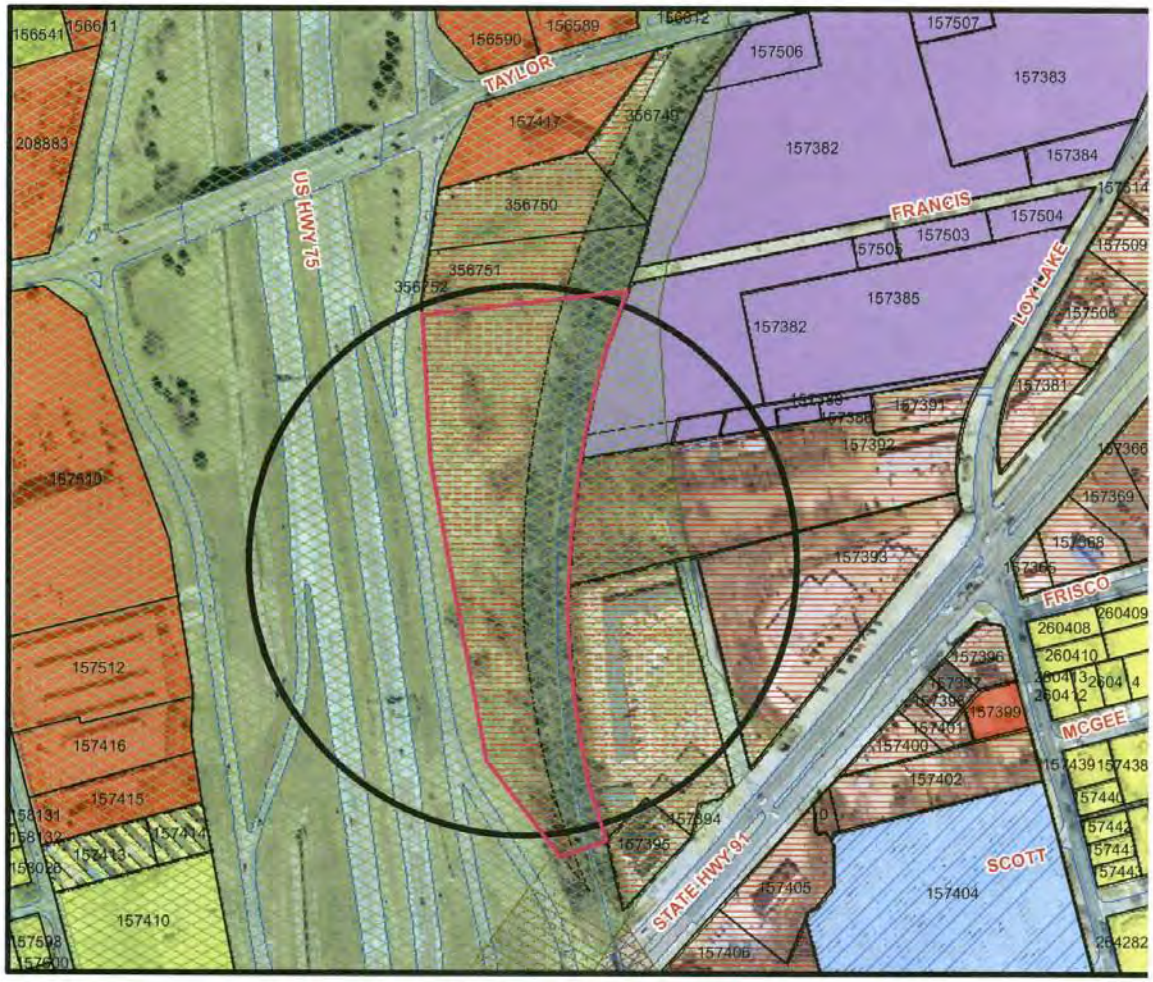
Replat Lot 4, Blk. 1 Crescent Oaks Plaza

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN, BROAD HORIZON.

N

1 inch = 309 feet



Zoning - 1603 U.S. Highway 75 North

Legend

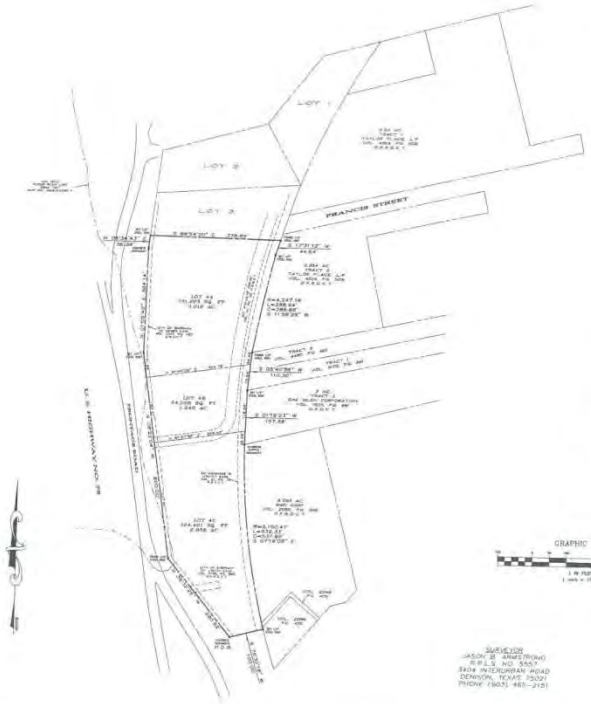
- O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT
- O 1.1 FM 1417 OVERLAY DISTRICT
- O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT
- C B D DOWNTOWN BUSINESS DISTRICT
- C P O COLLEGE PARK OVERLAY DISTRICT
- A & C ARTS & CULTURAL OVERLAY DISTRICT
- CO Office District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- C-1 Retail Business District
- C-2 General Commercial District
- M-1 Light Manufacturing District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- Blaylock Commercial Distrist
- BIP Blalock Industrial Park

N

1 inch = 309 feet

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



GRAPHIC SCALE

1 IN. PER 1

SURVEYOR
JASON B. ARMSTRONG
R.P.L.S. NO. 5557
5434 INTERURBAN ROAD
DENISON, TEXAS 75021
PHONE (903) 465--2151

OWNER/DEVELOPER
FT JOINT VENTURE
601 E. TAYLOR
SHERMAN, TEXAS 75091

LEGAL DESCRIPTION

REPLAT OF
LOT 4, BLOCK ONE
CRESCENT OAKS PLAZA
AN ADDITION
TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

JOB NO. 12070111

AGENDA ITEM #11

City of Sherman

Planning and Zoning Commission

Board of Adjustments

Agenda Communication Form

April 17, 2012

Lawrence Davis, Chairman

Don Hicks, Vice-Chairman	**Brad Morgan, Commissioner**
Darren Tankersley, Commissioner	**Ron Barton, Commissioner**
Richard Barber, Commissioner	**Joe Gilbert, Commissioner**
Ryan Michael Kreck, Commissioner	**Sam Thorpe, Commissioner**

1603 Block of U.S. Highway 75 North
Being Lot 4, Block 1, Crescent Oaks Plaza
Replat

Requested Action/Proposed Use:
Replat approval of Lot 4, Block 1 of the Crescent Oaks Plaza Addition.

Background
This is a replat proposing the division of one lot into three lots for the purpose of development.

Adjacent Zoning:
C-2 (General Commercial) District and M-1 (Light Manufacturing) District

Origination:
ET Joint Venture (Owners) and Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:
Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Attachments:
Location map
Photographs
Preliminary Plat and Final Plat
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN

STAFF REVIEW LETTER

April 9, 2012

ET Joint Venture
2913 Overland Trail, Ste. 100
Sherman, TX 75092

Dear Applicants,

The request for approval of a Replat of Lot 4, Crescent Oaks Plaza for the property located at 1603 of U.S. Highway 75 North has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2012 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.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.
4. The width of right-of-way for streets and the pavement width shall be shown.
5. Water and sewer service layout plan shall be provided to the City Engineer for approval.
6. Prior to Occupancy Permits being issued for lots 4A, 4B or 4C, the water main shall be extended to the south end of Lot 4C.
7. Detention in accordance with City criteria is required.
8. An Operation and Maintenance Manual and Landscaping Plan for the detention pond shall be provided to the Engineering Department prior to issuance of Occupancy Permits for lots 4A, 4B or 4C.
9. A 15' water easement shall be placed along the west side of the property adjacent to the 10' sanitary sewer easement for the waterline extension.
10. A 10' sanitary sewer notation shall be placed on the easement along the west side of the property.
11. A 20' Utility Easement shall be dedicated along the south end of Lot 4C.
12. All requirements of the floodplain ordinance shall be followed.
13. Landscaping placed in City easements shall be subject to removal during maintenance, repair or replacement activities. Replacement of said landscaping shall not be the responsibility of the City of Sherman.

14. 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,

Mark Gibson
Dir. of Engineering & Utilities

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Nathan Huffman, Fire Marshal
Don Keene, Dir. of Public Works
Scott Shadden, Director of Development Services
Clay Barnett, City Engineer
Lisa Whitfield, Engineering & Development Coordinator
Underwood Drafting and Surveying, 3404 Interurban Rd, Denison, Texas 75021

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. D.5

**** OTHER BUSINESS***

Replat Approval of Lots 10 and 11, Block 2, O'Hanlon Ranch Addition, Phase 2, containing 0.54 acres; John and Alicia McCampbell and DGR Development Group, LTD, Owners; Ken Arnold, Prospective Buyer; and Sartin and Associates, Inc., Surveyors (2941 Overland Trail and 2505 Silverado Trail)

Issue

To consider Replat approval of Lots 10 and 11, Block 2, O'Hanlon Ranch Addition, Phase 2, located at 2941 Overland Trail and 2505 Silverado Trail

Background

The property is located at 2941 Overland Trail and 2505 Silverado Trail, at the northeast corner of Overland and Silverado Trails. The owners would like to replat the two lots into one lot, remove the existing wrought iron fence, and erect a 6' privacy fence above the retaining wall. They would also like to construct a pool house 9'7" from the side street property line.

Origination

John and Alicia McCampbell and DGR Development Group, LTD (Owners), Ken Arnold (Prospective Buyer), and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the April 17, 2012 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

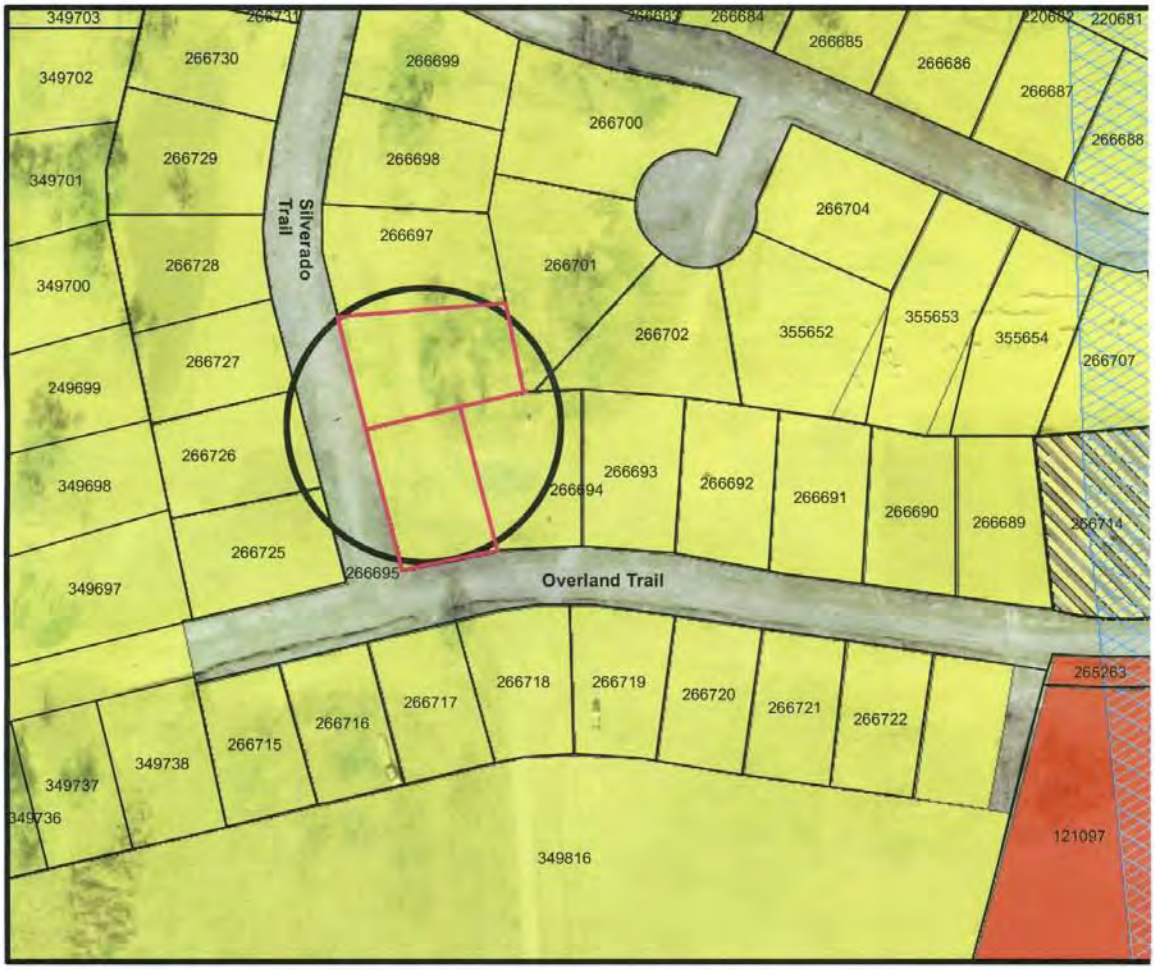
2941 Overland Trail & 2505 Silverado Trail

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N

1 inch = 129 feet



Zoning - 2941 Overland Trail & 2505 Silverado Trail

Legend

- C L SHERMAN CITY LIMITS
- O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT
- O 1.1 FM 1417 OVERLAY DISTRICT
- O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT
- C B D DOWNTOWN BUSINESS DISTRICT
- C P O COLLEGE PARK OVERLAY DISTRICT
- A & C ARTS & CULTURAL OVERLAY DISTRICT
- CO Office District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- C-1 Retail Business District
- C-2 General Commercial District
- M-1 Light Manufacturing District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- BIP Blalock Industrial Park

N

1 inch = 129 feet

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

2941 Overland Trail &
2505 Silverado Trail

3/24/2012

2941 Overland Trail & 2505 Silverado

(O'Hanlon Ranch Addition Phase 2, Block 2, Lots 10 & 11)

Replat to combine Lots 10 & 11

IMPROVEMENTS;

FENCE; Remove the existing wrought iron fence and install a 6' board on board along the west to the northwest corner of lot 11, then an 8' board on board fence along the north of the property line and east side of lot 11.

Retaining wall along the west side of lot 11 of similar construction as the existing retaining wall on lot 10 with the fence on top of the retaining wall.

EXCEPTION: The current retaining wall on lot 11 is approx. 5' with an approx. 4' wrought iron fence on top of the retaining wall running along the property line totaling approx. 9' at its highest. I would need to get an exception for the existing retaining wall and fence.

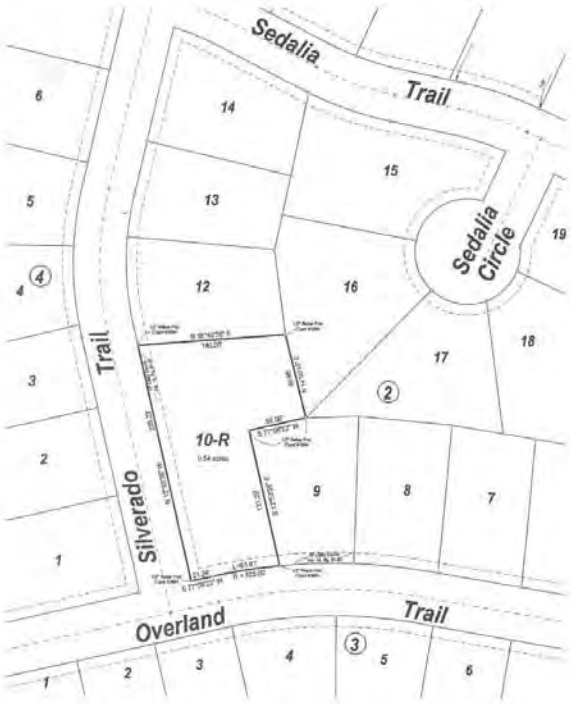
The plan is to decrease the height of the retaining wall as it runs along the west side of lot 11 toward the north. However, due to the existing 5' retaining wall, adding a 6' wood fence will have a height of approx. 11'. This will be the highest point and decrease as it runs north.

POOL HOUSE & OUTDOOR LIVING AREA; Approx. 300-350 sq.ft. pool house with half bath, and 300-350 sq.ft. outdoor living area with fireplace. These structures will sit along the west side of lots 10 & 11 no closer than 9'7" from the property line.

POOL: Inground Pebbletech pool & spa, with waterfall will be located at the north side of lot 10 and the south side of lot 11.

SPRINKLER SYSTEM and SOD will be installed on lot 11.

NOTICE:
Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.



REPLAT of LOTS TEN and ELEVEN, BLOCK TWO, O'HANLON RANCH ADDITION - PHASE 2

(Volume 19, Pages 81 - 83, P.R.G.C.T.)

to the

CITY of SHERMAN, TEXAS

Owners & Developers

Robert Arnold & Linda Arnold

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

AGENDA ITEM #6

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

April 17, 2012

Lawrence Davis, Chairman

Don Hicks, Vice-Chairman	**Brad Morgan, Commissioner**
Darren Tankersley, Commissioner	**Ron Barton, Commissioner**
Richard Barber, Commissioner	**Joe Gilbert, Commissioner**
Ryan Michael Kreck, Commissioner	**Sam Thorpe, Commissioner**

2941 Overland Trail and 2505 Silverado Trail
Being Lots 10 & 11, Block 2, O'Hanlon Ranch Addition, Phase 2
Replat, Exception & Variance

Requested Action/Proposed Use:

Planning and Zoning Commission

Replat approval Lots 10 & 11, Block 2, O'Hanlon Ranch Addition, Phase 2

Board of Adjustments

Exception to allow a 6' privacy fence above a retaining wall on the property line on a corner lot in lieu of the permitted 4' in height extending closer than 25' to a front line street in an R-1 (One Family Residential) District.

Board of Adjustments

Variance to allow a 9'7" side street setback for a detached pool house in lieu of the required 25' in an R-1 (One Family Residential) District.

Background:

The property is located at 2941 Overland Trail and 2505 Silverado Trail; the northeast corner of Overland and Silverado Trails. The owner would like to replat the two lots into one lot, remove the existing wrought iron fence and erect a 6' privacy fence above the retaining wall. He would also like to construct a pool house 9'7" from the side street property line.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

John & Alicia McCampbell and DGR Development Group, LTD (Owners), Ken Arnold (Prospective Buyer) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Replat - 27, Exception/Variance – 19

Objections Received:
0

Attachments:
Location map
Zoning Map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN

STAFF REVIEW LETTER

April 9, 2012

John & Alicia McCampbell
2941 Overland Trail
Sherman, TX 75092

Ken Arnold
88 Tee Taw Circle
Sherman, TX 75092

DGR Development
801 E. Taylor
Sherman, TX 75090

Sartin & Associates Survey Company
P.O. Box 1843
Sherman, Texas 75091

Dear Applicants,

The request for approval of a Replat of Lots 10 and 11, Block 2, O'Hanlon Ranch Addition, Phase 2 for the property located at 2941 Overland Trail and 2505 Silverado Trail has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2012 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.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. A point of beginning (POB) shall be shown on the replat.
4. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
5. The width of right-of-way for streets and the pavement width shall be shown.
6. 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,

Mark Gibson
Dir. of Engineering & Utilities

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Nathan Huffman, Fire Marshal
Don Keene, Dir. of Public Works
Scott Shadden, Director of Development Services
Clay Barnett, City Engineer
Lisa Whitfield, Engineering & Development Coordinator

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

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:** 5-7-2012

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:** 5-7-2012

Subject: Agenda Item No. D.8

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. D.9

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-7-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2012
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

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					

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
04/02/12 - April 2nd Council meeting cancelled
04/20/12 - 12 Noon Budget Planning Meeting in Council Chambers
06/21-22/12 - Budget Workshop in Council Chambers
09/03/12 - Labor Day / Called Council Meeting on 09/04/12