

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 4, 2009
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER WILLIE STEELE](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 20, 2009](#)

Proclamations

- A.5 [PROCLAMATION](#)
“Motorcycle Safety and Awareness Month” – May 2009
- A.6 [PROCLAMATION](#)
“National Tourism Week” – May 9-17, 2009

Consent Agenda

- B.1 [CONSENT AGENDA](#)
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- C.1 [RESOLUTION NO. 5355](#)
Affirming the City of Sherman’s Support of and Partnership with the 2010 Census
- C.2 [RESOLUTION NO. 5356](#)
Authorizing the Submission of a Joint Grant Application with Grayson County and the City of Denison for and the Acceptance of Grants under the Recovery Act: Justice Assistance Grant (JAG) Program distributed by the U.S. Department of Justice

C.3 [* RESOLUTION NO. 5357](#)

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 Recovery Act: Justice Assistance Grant (JAG) Program

C.4 [* RESOLUTION NO. 5358](#)

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Denison for Grant Funding to be Awarded by the U.S. Department of Justice under the Recovery Act: Justice Assistance Grant (JAG) Program

C.5 [* RESOLUTION NO. 5359](#)

Awarding a Bid to and Authorizing Execution of a Contract with Utility Construction Services of Texas, Inc. for Replacement of the Travis Street Water Main between Washington Street and Jones Street

C.6 [* RESOLUTION NO. 5360](#)

Authorizing Execution of a Development Agreement with DGR Development Group, LTD. for the Construction of Public Facilities in the O'Hanlon Ranch Phase 3 Subdivision within the City of Sherman

Request to Advertise

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

Relief Sewer K-4 Phase Two

Other Business

D.2 [OTHER BUSINESS](#)

Receive Customer Service Manager Angela Gurley's Presentation on the City of Sherman's INCODE Online Utility Billing Application

D.3 [* OTHER BUSINESS](#)

Approve Quarterly Investment Report for Period ending March 31, 2009

D.4 [CITIZEN REQUESTS](#)

D.5 [MEDIA QUESTIONS](#)

D.6 [COUNCIL COMMENTS](#)

D.7 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Willie Steele, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER WILLIE STEELE



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF APRIL 20, 2009

STATE OF TEXAS

§

April 20, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on April 20, 2009.

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

MEMBERS ABSENT: MAYOR BILL MAGERS.

CALL TO ORDER

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

Deputy Mayor Wacker said Mayor Magers was on his way to Austin to attend the hearing on the Groundwater Conservation District.

She also introduced new staff members Brandon Shelby, City Attorney, and April Patterson, Tourism Director.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of April 6, 2009. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.

MOTION CARRIED.

PROCLAMATIONS

"EQUAL PAY DAY" – APRIL 28, 2009

Deputy Mayor Wacker presented a proclamation to Deana Patterson, Sherman BPW President, and Lana Bernardin, BPW Legislation Chair, designating April 28, 2009 as "Equal Pay Day."

Ms. Bernardin thanked the Deputy Mayor and Council Members for their continuous support of working women in the community.

RECEIVE CHIEF ANIMAL CONTROL OFFICER SCOTT PARKER'S REPORT ON THE SHERMAN ANIMAL SHELTER'S ADOPT-A-THON SCHEDULED FOR SATURDAY, MAY 2ND AND SUNDAY, MAY 3RD, 2009

Scott Parker, Chief Animal Control Officer, presented a report on the Animal Shelter's Adopt-a-Thon scheduled for Saturday, May 2 and Sunday, May 3, 2009, from 9 a.m. to 5 p.m.

CALL TO ORDER

APPROVE MINUTES

EQUAL PAY DAY
APRIL 28, 2009

ANIMAL SHELTER
ADOPT-A-THON

Mr. Parker said the Adopt-a-Thon began in 1996 and has been held annually to encourage the adoption of animals held at the Shelter. Last year there were 38 total adoptions during the event, which will also feature free hotdogs, drinks, balloons for the kids, and a live radio remote.

Last weekend they participated in the Earth Day activities and adopted 12 animals. They continue to set-up the adoption trailer every Saturday at PetCo and pet adoptions continue to increase.

Mr. Parker displayed a kitten and puppy that were available for adoption at the Animal Shelter.

Deputy Mayor Wacker thanked them for their efforts adding that Animal Control Services are highly rated by the citizens and the Shelter looks great.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Deputy Mayor Wacker introduced Ordinance 5601 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5505 IN ITS ENTIRETY; AMENDING PORTIONS OF ORDINANCE NO. 3606; AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12.04, "STOPPING, STANDING AND PARKING", SECTION 12.04.010 TO PROVIDE FOR THREE HOUR PARKING IN PORTIONS OF THE CENTRAL BUSINESS DISTRICT; PROVIDING FOR ENFORCEMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5601
THREE HOUR
DOWNTOWN
PARKING

No citizens appeared before the City Council to discuss Ordinance 5601.

Deputy Mayor Wacker introduced Ordinance 5602 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 5631 TEXOMA PARKWAY, BEING A PART OF A 1.72 ACRE TRACT IN THE D.C. SHELPS SURVEY, ABSTRACT NO. 1097 (HARWELL INVESTMENTS, LLC DBA JHR INVESTMENTS, OWNER; SEAN BROWNLEE, 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.

ORD 5602
SUP FOR
AUTOMOBILE
SALES
(5631 TEXOMA PKWY)

No citizens appeared before the City Council to discuss Ordinance 5602.

Deputy Mayor Wacker introduced Ordinance 5603 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DELETING IN ITS ENTIRETY ARTICLE 13.02 OF CHAPTER 13 OF THE CODE OF ORDINANCES AND ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5603
WATER
CONSERVATION
& DROUGHT
CONTINGENCY &
WATER EMERGENCY
RESPONSE PLAN**

Mark Gibson, Director of Utilities, presented an overview of the Water Conservation and Drought Contingency and Water Emergency Response Plan. The Plan has been in effect since 1999 and is a requirement of the Texas Commission on Environmental Quality for all water systems.

The Plan is required to be updated every five years and was updated in 2004-2005. This is the update for the 2009-2010 edition. There are no major changes, but there are some adjustments to the population projections for the next five years. The basic Drought Management Plan remains the same.

In the Water Conservation mode, the main objective of the Plan is to account for all water used in the City. They need to account for all water pumped from the wells verses water that is actually metered. The system needs to be kept in good shape, the meters need to be accurate, and leaks need to be repaired promptly.

Mr. Gibson said they also want to educate the citizens in water conservation. The goal is to maintain a per capita use of 145 gallons of water per day, per person. They also want to maintain approximately 14% or less unaccounted for water in the system. This is the difference between the amount of water pumped from the wells and the amount of water measured at the meters. They also want to encourage the use of water conservation methods for citizens in their everyday use and keep the current rate structure in tact.

The Drought Contingency Plan is divided into three stages. Stage I is entered when the City uses 80% of their capacity for five consecutive days. Stage I is voluntary control by the citizens and encourages them not to water outside and if they do, to use handheld sprinklers. The City will reduce its flushing of water mains. Through Stage I, demand should be reduced by 5%.

Stage II is triggered by the use of 90% of the capacity for three consecutive days. This includes mandatory outside water rationing and should reduce demand by 15%. This stage is stricter and the voluntary measures now become mandatory for citizens and businesses.

Stage III is triggered by three consecutive days of maxed out pumping capacity and is the most restrictive measure. The demand would need to be reduced by 20%. Measures would include mandatory odd/even watering and restrictions on industries.

The Plan also includes a Water Shortage Plan that would be used if the Lake Texoma surface water was contaminated. The City would automatically go to emergency conditions. It was recently found that the City can serve all citizens through the well system if Lake Texoma water becomes contaminated.

Mr. Gibson said all water customers of the City of Sherman must also adopt the Plan for their system too and must meet the same restrictions that Sherman would need to meet.

Council Member Adami asked how the number was reached concerning 14% or less of unaccounted for water. Mr. Gibson said there are meters on all pumps from all water wells and from Lake Texoma that tell how much water is entering the system. There are also meters for all customers and businesses in the system. The difference between all water coming into the system and all water leaving the system through meters is the percentage loss. This loss would be due to leaks, main breaks, fires, or flushing the system. Mr. Gibson said most Cities tried to restrict their loss to 15% to 20% of water. Sherman has been at 15% or under for the last five years.

No citizens appeared before the City Council to discuss Ordinance 5603.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5601

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5505 IN ITS ENTIRETY; AMENDING PORTIONS OF ORDINANCE NO. 3606; AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12.04, "STOPPING, STANDING AND PARKING", SECTION 12.04.010 TO PROVIDE FOR THREE HOUR PARKING IN PORTIONS OF THE CENTRAL BUSINESS DISTRICT; PROVIDING FOR ENFORCEMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5601
THREE HOUR
DOWNTOWN
PARKING

Ordinance 5602

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 AUTOMOBILE SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 5631 TEXOMA

ORD 5602
SUP FOR
AUTOMOBILE
SALES
(5631 TEXOMA PKWY)

PARKWAY, BEING A PART OF A 1.72 ACRE TRACT IN THE D.C. SHELPS SURVEY, ABSTRACT NO. 1097 (HARWELL INVESTMENTS, LLC DBA JHR INVESTMENTS, OWNER; SEAN BROWNEE, 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.

Council Member Steele asked for clarification on the automobile sales. Scott Shadden, Director of Developmental Services, said the vehicles will be stored inside the building and sold on the Internet. They are collector cars and will be housed in a portion of the building.

Council Member Steele asked about the location of a sports bar at the facility too. Mr. Shadden said he did not have a request for a sports bar at this time.

Ordinance 5603

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DELETING IN ITS ENTIRETY ARTICLE 13.02 OF CHAPTER 13 OF THE CODE OF ORDINANCES AND ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5603

**WATER
CONSERVATION
& DROUGHT
CONTINGENCY &
WATER EMERGENCY
RESPONSE PLAN**

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance Nos. 5601, 5602, and 5603, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5351 – AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF DENISON FOR RECYCLING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF DENISON FOR RECYCLING SERVICES.

RES 5351

**AGREEMENT FOR
RECYCLING SERVICES**

Council Member Smith asked for clarification on the Resolution. George Olson, City Manager, explained that over the last several years, the City of Sherman has taken their recycling to a processor in Plano. The City receives payment based on the market rate for the recyclables.

For the last several years, the City of Denison has been delivering their recyclables to the City of Sherman and those would also be taken to Plano at no cost to Denison. Due to transportation costs and the downturn in market prices for recyclables, it has become necessary to charge Denison for their portion of the cost to deliver the recyclables to Plano.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5351, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5352 – AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INC. FOR THE IMPROVEMENT OF LAMBERTH ROAD WEST FROM HERITAGE PARKWAY (F.M. 1417) TO SHADY OAKS LANE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INC. FOR THE IMPROVEMENT OF LAMBERTH ROAD WEST FROM HERITAGE PARKWAY (F.M. 1417) TO SHADY OAKS LANE.

CONSENT AGENDA.

RES 5352
LAMBERTH RD.
IMPROVEMENT

RESOLUTION NO. 5353 – AMENDING THE 2008-2009 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2008, THROUGH SEPTEMBER 30, 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2008-2009 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2008, THROUGH SEPTEMBER 30, 2009.

CONSENT AGENDA.

RES 5353
AMENDING THE
BUDGET

RESOLUTION NO. 5354 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS – CDR, INC. FOR THE 2009 BIOSOLIDS PROJECT AT THE WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS – CDR, INC. FOR THE 2009 BIOSOLIDS PROJECT AT THE WASTEWATER TREATMENT PLANT.

CONSENT AGENDA.

RES 5354
BIOSOLIDS PROJECT

CHANGE ORDER NO. 1
HIGHLAND AVENUE WATER MAIN REPLACEMENT
BETWEEN McGEE STREET AND TAYLOR STREET; \$602.35,
INCREASE

The City Council approved the Change Order for the Highland Avenue Water Main Replacement, which is a reconciliatory change order to adjust the final project quantities for the project. The Change Order results in a \$602.35 increase in the original contract amount of \$84,591, yielding a final contract price of \$85,193.35. Capital Improvement Program funds are available to cover the Change Order.

CONSENT AGENDA.

OTHER BUSINESS
RECEIVE SHERMAN CHAMBER OF COMMERCE PRESIDENT
TRACI CARLSON'S PRESENTATION ON "SHOP SHERMAN"

Traci Carlson, President of the Sherman Chamber of Commerce, presented the proposed "Simply Shop Sherman" program offered by the Chamber.

Ms. Carlson said the program contains a marketing facet and an educational facet. She outlined the promotion of the project which is designed to boost sales tax revenue. This does not include a sales tax rate increase; it would just generate more sales tax locally. Sales tax accounts for 40% of the City's budget.

All advertising will be done in Grayson County to encourage citizens to shop in Sherman instead of in other cities. Billboards will also be located outside of Grayson County to encourage visitors to shop in Sherman.

Ms. Carlson said the program will also feature hospitality training and workshops for merchants so they can better direct their customers to available opportunities in Sherman.

Simply Shop Sherman includes a rewards program for Sherman shoppers. Reward cards can be distributed to anyone in the City and will reward them for shopping at participating merchants. After they receive five "proof of visiting" stickers the card becomes a free entry into a monthly drawing for a \$100 gift certificate. A drawing for a larger amount, at least \$500, will be held in November. When the winner uses the gift certificate at a participating business, the Chamber will reimburse that business up to \$100.

Merchants that wish to participate pay a \$50 annual fee for non-Chamber members and a \$25 annual fee for Chamber members.

The program will draw customers from all over Texoma to local businesses which will increase the sales tax revenue, and the drawings will keep the "Simply Shop Sherman" campaign in the public eye. The program will also support local merchants and businesses.

CHANGE ORDER
HIGHLAND AVE.
WATER MAIN
REPLACEMENT

CHAMBER PROJECT
SHOP SHERMAN

The Chamber of Commerce, the City of Sherman, and the Sherman Economic Development Corporation are partners in the program.

Council Member Adami verified that the cost for merchants to participate was either \$50 for a non-Chamber member or \$25 for a Chamber member. Ms. Carlson said they will receive a lot of free advertising and will be included in a list of participants. Reward cards will be distributed through the Chamber of Commerce and through the participating local merchants.

Council Member Steele verified that the campaign would be on-going. Ms. Carlson said this is a good program to start now to help local merchants during these poor economic times, however the program would continue for a long time.

Ms. Carlson said they hope to start the program in May 2009 and will be signing up merchants after the presentation to the City Council.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

ANIMAL SHELTER ADOPT-A-THON

Council Member Adami encouraged everyone to attend the Adopt-A-Thon on May 2 and May 3, 2009 and adopt an animal.

ANIMAL SHELTER ADOPT-A-THON

SIMPLY SHOP SHERMAN

Council Member Smith thanked Ms. Carlson and the Chamber of Commerce for initiating the new Simply Shop Sherman program to benefit local merchants and to increase the sales tax revenue.

SIMPLY SHOP SHERMAN

WELCOME TO CITY ATTORNEY

Council Member Steele welcomed new City Attorney Brandon Shelby saying he looked forward to working with him.

WELCOME TO CITY ATTORNEY

THANKS TO CITIZENS

Deputy Mayor Wacker thanked everyone in attendance at the meeting and for all the efforts they put forth for the City of Sherman.

THANKS TO CITIZENS

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:37 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CHAMBER & THE CITY OF SHERMAN



Program of Community Spirit and Consumer Education
By and For the Residents and Businesses of Sherman

The Elements

- *PR and Media: Radio, Newspaper, TV and Web
- *Banner and Billboards
- *Education Presentations and Workshops
- *Consumer Program
- *Results

The Campaign Begins

* Press Releases

- * Chamber eNews
- * Herald Democrat
- * Sherman Today Magazine

* Radio & TV Coverage

- * CableOne for Local Access Channel
- * KXII Channels and KTEN Channels
- * Local Radio PSAs

* Radio & TV Coverage

- * Chamber
- * City
- * Media
- * Companies

Banners & Billboards

- ★ A universal theme urging to “Simply Shop Sherman!”

- ★ Banners

- ★ Use existing brackets downtown
- ★ Double banners, double sided a possibility
- ★ “Dress up” streets & avenues, intersection
- ★ Light pole / telephone pole installations
- ★ Additional locations for banners at Town Center and Midway Mall

- ★ Billboards

- ★ Billboards “in” and “out” of city

Posters & Fliers

- *Distribute to merchants
- *Place in upcoming Chamber eNews and Sherman Today
- *Hand delivered to others
- *Similar or same themes/designs as banners and billboards
- *Place in businesses (ex. Breakrooms)

Education Elements

Promotion
>Education
Consumer
Program
Results

- * Fliers and posters in hands of every citizen shopper and employers
- * Educate on what Sales Tax Revenues mean to them and their families.
 - * 40% of City's Budget – almost HALF !
 - * Educational presentations and workshops – hospitality training & workshops
- * “Half” campaign stuffers – distribute in water bills

Simply Shop Sherman Rewards Program

Promotion
Education
>Consumer
Program
Results

- * A Simply Shop Sherman **Rewards Card** will be available to the public (*at the Chamber, participating businesses, and media sponsors*)
- * Rewards cards will be produced in quantity and distributed widely
- * Customers are required to get five “proof of visiting” stickers on their Rewards card by visiting participating Simply Shop Sherman businesses
- * Once a customer has the five Simply Shop Sherman participating businesses stickers, the card becomes a free entry into a monthly drawing for a \$100 gift certificate (larger drawing in November).
(*The businesses can collect the entries or they can be brought to the Chamber.*)
- * When the winner uses the gift certificate at a participating business, the Chamber will reimburse the business up to the amount issued by the Chamber

Simply Shop Sherman Rewards Program

Promotion
Education
>Consumer
Program
Results

*Benefits:

- *Draws customers from all over Texoma to local businesses (retail, dining, business services)
- *Drawing/winners keep the Simply Shop Sherman campaign in the public eye and in the media
- *Makes a larger segment of the public aware of the Simply Shop Sherman campaign, making discussion/education a perpetual effort

The Results

- *Retain/increase Sales Tax Revenue
- *Increased awareness and education of sales tax revenue and its use and importance
- *Support local merchants & businesses
- *Hometown decorations, look & feel
- *Support Chamber , City & SEDCO



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. A.5

PROCLAMATION

“Motorcycle Safety and Awareness Month” – May 2009

Issue

The Texoma Chapter of ABATE 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 2009 as “Motorcycle Safety and Awareness Month” in Sherman.

Alternatives

The Council could chose 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 much more likely to be injured or killed 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

WHEREAS, all citizens of our community should become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road they deserve.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2009

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Sherman and encourage all citizens 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 4th day of May 2009.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. A.6

PROCLAMATION

“National Tourism Week” – May 9-17, 2009

Issue

To present a proclamation designating May 9 through 17, 2009, as “National 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 9th through the 17th as “National Tourism Week” in the City of Sherman.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “National Tourism Week” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, National Tourism Week was designated by Congress and established by presidential proclamation in 1983, and celebrates the value and scope of the nation's \$740 billion travel and tourism industry, and the economic and social contributions it brings to Sherman, and

WHEREAS, travel is the heart of America's economic and national security and generates millions of jobs and billions in taxes, and is a vital resource in improving America's image around the world, and

WHEREAS, the travel industry contributes substantially to Sherman's cultural and social well being, enhances our personal growth and education, and promotes an intercultural understanding and appreciation of Sherman's history, geography and culture, and

WHEREAS, travel is one of America's largest service exports and one of the nation's largest employers, accounting for more than 7.7 million direct travel-generated jobs, and

WHEREAS, the theme for the 26th Annual National Tourism Week is "Travel Matters," and encourages travel to American locales and highlights the role that tourism plays in discovering the icons of a destination.

NOW THEREFORE, I, Bill Mayers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 9 through 17, 2009

NATIONAL TOURISM WEEK

in the City of Sherman and urge all citizens to observe this week, as sanctioned by the U.S. Congress, with appropriate ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of May 2009.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.3 * *RESOLUTION NO. 5357*

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 Recovery Act: Justice Assistance Grant (JAG) Program

C.4 * *RESOLUTION NO. 5358*

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Denison for Grant Funding to be Awarded by the U.S. Department of Justice under the Recovery Act: Justice Assistance Grant (JAG) Program

C.5 * *RESOLUTION NO. 5359*

Awarding a Bid to and Authorizing Execution of a Contract with Utility Construction Services of Texas, Inc. for Replacement of the Travis Street Water Main between Washington Street and Jones Street

C.6 * *RESOLUTION NO. 5360*

Authorizing Execution of a Development Agreement with DGR Development Group, LTD. for the Construction of Public Facilities in the O'Hanlon Ranch Phase 3 Subdivision within the City of Sherman

D.1 * *REQUEST TO ADVERTISE*

Relief Sewer K-4 Phase Two

D.3 * *OTHER BUSINESS*

Approve Quarterly Investment Report for Period ending March 31, 2009



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. C.1

RESOLUTION NO. 5355

Affirming the City of Sherman's Support of and Partnership with the 2010 Census

Issue

Mr. Pat McCoy, our regional contact for the United States Census Bureau, will present a report to the City Council on the upcoming 2010 Census and seek the City Council's approval of a resolution in support of such project.

Background

Dallas Regional Census Center Partnership Specialist Pat McCoy serves as the Dallas regional contact for the Counties of Bowie, Cass, Camp, Cooke, Delta, Fannin, Franklin, Grayson, Hunt, Hopkins, Lamar, Morris, Raines, Red River, Titus and their Municipalities.

Origination

Mr. Pat McCoy, Dallas Regional Census Center Partnership Specialist

Financial Consideration

There is no financial impact to this agenda item.

Council Action Requested

Mr. McCoy seeks the City Council's approval of the submitted resolution.

Alternatives

The Council could opt not to approve the resolution.

Attachments

Resolution No. 5355

U.S. Census Bureau Information

Prepared and Approved by:
George Olson, City Manager

RESOLUTION NO. 5355

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AFFIRMING THE CITY OF SHERMAN'S SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS; 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. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for the City of Sherman, Texas, to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the City of Sherman, Texas, is committed to ensuring every resident is counted; and

WHEREAS, more than \$300 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more; and

WHEREAS, census data determine how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts; and

WHEREAS, the 2010 Census creates hundreds of thousands of jobs across the nation; and

WHEREAS, every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years; and

WHEREAS, a united voice from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census;

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

SECTION 1. That the City Council of the City of Sherman, Texas, supports the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage participation.

SECTION 2. That the Sherman City Council asks its affiliates and membership to partner together to achieve an accurate and complete count.

SECTION 3. That the Sherman City Council encourages people in the City of Sherman, Texas, to participate in events and initiatives that will raise overall awareness of the 2010 Census and increase participation among all populations.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



LCO3057
Sherman, TX

Patrick McCoy
Partnership Specialist

Local Contact Info

712 Broadway
Maud TX 75567

Cell 903.277.3224
Email: mcpat7@hotmail.com

Regional Contact Info

Cell 214.794.2590
Email: pat.b.mccoy@census.gov

Serving the Counties of

***Bowie, Cass, Camp, Cooke, Delta, Fannin, Franklin, Grayson,
Hunt, Hopkins, Lamar, Morris, Raines, Red River, Titus***

And

all their Municipalities.



2010 CENSUS: IT'S IN OUR HANDS

What Elected Officials Need to Know about the 2010 Census

In 2010, the U.S. census will define who we are as a nation. Taken every 10 years, the census affects political representation and directs the allocation of billions of dollars in government funding. As an elected official, you work daily to secure the best interests of your constituents and to ignite positive change for your community. By becoming a 2010 Census partner, you can help ensure that everyone in your community is counted so that your community receives its fair share of important services and resources. **Achieving a complete and accurate 2010 Census is in our hands.**

The Census: A Snapshot

- ▲ The U.S. Constitution requires a national census once every 10 years.
- ▲ The census is a count of everyone residing in the United States: in all 50 states, Washington, D.C., Puerto Rico, U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa. This includes people of all ages, races, ethnic groups, both citizens and non-citizens.
- ▲ The 2010 Census will create hundreds of thousands of temporary jobs across the nation.

It's in Our Hands: Your Community's Participation in the Census Matters

- ▲ Every year, more than \$300 billion in federal funds is awarded to states and communities based on census data. That's more than \$3 trillion over a 10-year period.
- ▲ Census data guide planning for new hospitals, schools and other services.
- ▲ Census data is used to determine the most need for additional social services, including who receives community development block grants and other grant programs essential to many communities.

Completing the 2010 Census Questionnaire: Simple and Safe

- ▲ The 2010 Census questionnaire asks only a few simple questions of each person—name, relationship, gender, age and date of birth, race, and whether the respondent owns or rents his or her home. This simple, short questionnaire takes just a few minutes to complete and return by mail.
- ▲ The Census Bureau does not release or share information that identifies individual respondents or their household for 72 years.

www.census.gov/2010census

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Census
2010



2010 CENSUS: *Frequently Asked Questions*

Why should everyone participate in the 2010 Census?

The 2010 Census will shape the future of your community, define your voice in Congress and generate local employment opportunities for your constituents.

- ▲ Census information helps determine locations for schools, roads, hospitals, child-care and senior citizen centers, and more.
- ▲ Businesses use census data to locate supermarkets, shopping centers, new housing and other facilities.
- ▲ The census determines how many seats each state will have in the U.S. House of Representatives as well as the boundaries of legislative districts.
- ▲ Local communities use census data to gauge the financial health of the community and the future of vital social service programs. Census data inform a diverse range of local initiatives, such as justifying the need for an after-school program to designating urban revitalization areas.

How will the 2010 Census differ from previous census efforts?

In the last census, one in six households received a long questionnaire asking for detailed socioeconomic information. In 2010, every residence will receive a short questionnaire that is simple and fast to complete and return. More detailed information will be collected annually from a small percentage of the population through the American Community Survey.

Will the information the Census Bureau collects remain confidential?

Yes. Every Census Bureau worker takes an oath for life to protect the confidentiality of census responses. Violation would result in a jail term of up to five years and/or fine of up to \$250,000. By law, the Census Bureau cannot share an individual's answers with anyone, including welfare and immigration agencies.

Why are elected officials important partners in the 2010 Census campaign?

More than 140,000 organizations supported Census 2000, including state and local governments, community- and faith-based organizations, schools, media, businesses and others. By joining forces with partners, the Census Bureau has a far greater chance to reach every U.S. resident than by attempting this monumental task alone. As an elected official, you can communicate the importance and safety of completing the census questionnaire to constituents, including those isolated by language or geography. You can form a Complete Count Committee, hold town hall meetings, include census information in newsletters and Web sites, and provide space for the Census Bureau to test and train.

2010 Census Timeline: Key Dates

Fall 2008	Recruitment begins for local census jobs for early census operations.
Spring 2009	Census employees go door-to-door to update address list nationwide.
Fall 2009	Recruitment begins for census takers needed for peak workload in 2010.
February - March 2010	Census questionnaires are mailed or delivered to households.
April 1, 2010	Census Day
April - July 2010	Census takers visit households that did not return a questionnaire by mail.
December 2010	By law, Census Bureau delivers population counts to President for apportionment.
March 2011	By law, Census Bureau completes delivery of redistricting data to states.

For more information about the 2010 Census, please go to www.census.gov/2010census.



U.S. Census Bureau
American FactFinder

POPULATION FINDER

United States | Texas | Sherman city
Sherman city, Texas

city/ town, county, or zip
Sherman
state
Texas



search by address »

The 2007 population estimate for Sherman city, Texas is 37,710.

Note: Information about challenges to population estimates data can be found on the Population Estimates Challenges page.

View population trends...

	2007	2000	1990
Population	37,710	35,082	31,601

Source: U.S. Census Bureau, 2007 Population Estimates, Census 2000, 1990 Census

View more results...

Population for all cities and towns in Texas, 2000:

[alphabetic](#) | [ranked](#)

Map of Persons per Square Mile, City/Town by Census Tract:

[2000](#) | [1990](#)

See more data for Sherman city, Texas on the Fact Sheet.

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U.S. Census Bureau
American FactFinder

FACT SHEET

Sherman city, Texas

View a Fact Sheet for a race, ethnic, or ancestry group

Census 2000 Demographic Profile Highlights:

General Characteristics - show more >>

	Number	Percent	U.S.		
Total population	35,082			map	brief
Male	16,815	47.9	49.1%	map	brief
Female	18,267	52.1	50.9%	map	brief
Median age (years)	34.0	(X)	35.3	map	brief
Under 5 years	2,539	7.2	6.8%	map	
18 years and over	26,461	75.4	74.3%		
65 years and over	5,313	15.1	12.4%	map	brief
One race	34,163	97.4	97.6%		
White	27,526	78.5	75.1%	map	brief
Black or African American	3,938	11.2	12.3%	map	brief
American Indian and Alaska Native	468	1.3	0.9%	map	brief
Asian	372	1.1	3.6%	map	brief
Native Hawaiian and Other Pacific Islander	12	0.0	0.1%	map	brief
Some other race	1,847	5.3	5.5%	map	
Two or more races	919	2.6	2.4%	map	brief
Hispanic or Latino (of any race)	4,260	12.1	12.5%	map	brief
Household population	33,312	95.0	97.2%	map	brief
Group quarters population	1,770	5.0	2.8%	map	
Average household size	2.42	(X)	2.59	map	brief
Average family size	3.01	(X)	3.14	map	
Total housing units	14,926			map	
Occupied housing units	13,739	92.0	91.0%		brief
Owner-occupied housing units	7,746	56.4	66.2%	map	
Renter-occupied housing units	5,993	43.6	33.8%	map	brief
Vacant housing units	1,187	8.0	9.0%	map	

Social Characteristics - show more >>

	Number	Percent	U.S.		
Population 25 years and over	21,798				
High school graduate or higher	17,109	78.5	80.4%	map	brief
Bachelor's degree or higher	4,378	20.1	24.4%	map	
Civilian veterans (civilian population 18 years and over)	3,746	14.2	12.7%	map	brief
Disability status (population 5 years and over)	7,374	23.4	19.3%	map	brief
Foreign born	2,805	8.0	11.1%	map	brief
Male, Now married, except separated (population 15 years and over)	7,158	53.9	56.7%		brief
Female, Now married, except separated (population 15 years and over)	7,216	49.6	52.1%		brief
Speak a language other than English at home (population 5 years and over)	3,996	12.3	17.9%	map	brief

Economic Characteristics - show more >>

	Number	Percent	U.S.		
In labor force (population 16 years and over)	16,433	60.0	63.9%		brief
Mean travel time to work in minutes (workers 16 years and over)	19.9	(X)	25.5	map	brief
Median household income in 1999 (dollars)	34,211	(X)	41,994	map	
Median family income in 1999 (dollars)	42,528	(X)	50,046	map	
Per capita income in 1999 (dollars)	18,717	(X)	21,587	map	
Families below poverty level	848	9.6	9.2%	map	brief
Individuals below poverty level	4,401	13.3	12.4%	map	

Housing Characteristics - show more >>

	Number	Percent	U.S.		
Single-family owner-occupied homes	7,046				brief
Median value (dollars)	69,400	(X)	119,600	map	brief
Median of selected monthly owner costs	(X)	(X)			brief
With a mortgage (dollars)	834	(X)	1,088	map	
Not mortgaged (dollars)	287	(X)	295		

(X) Not applicable.

Source: U.S. Census Bureau, Summary File 1 (SF 1) and Summary File 3 (SF 3)

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U.S. Census Bureau
American FactFinder

FACT SHEET

Sherman city, Texas**2005-2007 American Community Survey 3-Year Estimates - what's this?****Data Profile Highlights:**

NOTE: Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Estimate	Percent	U.S.	Margin of Error
Social Characteristics - show more >>				
Average household size	2.58	(X)	2.60	+/-0.09
Average family size	3.21	(X)	3.19	+/-0.12
Population 25 years and over	24,510			+/-1,007
High school graduate or higher	(X)	79.0	84.0%	(X)
Bachelor's degree or higher	(X)	21.0	27.0%	(X)
Civilian veterans (civilian population 18 years and over)	3,455	11.6	10.4%	+/-588
Disability status (population 5 years and over)	6,091	17.3	15.1%	+/-828
Foreign born	4,337	11.1	12.5%	+/-710
Male, Now married, except separated (population 15 years and over)	7,411	49.4	52.6%	+/-679
Female, Now married, except separated (population 15 years and over)	7,339	44.5	48.5%	+/-514
Speak a language other than English at home (population 5 years and over)	N	N	19.5%	N
Household population	36,828			+/-1,369
Group quarters population	(X)	(X)	(X)	(X)
Economic Characteristics - show more >>				
In labor force (population 16 years and over)	18,836	61.0	64.7%	+/-1,119
Mean travel time to work in minutes (workers 16 years and over)	19.3	(X)	25.1	+/-1.7
Median household income (in 2007 inflation-adjusted dollars)	38,679	(X)	50,007	+/-2,063
Median family income (in 2007 inflation-adjusted dollars)	47,367	(X)	60,374	+/-4,516
Per capita income (in 2007 inflation-adjusted dollars)	19,025	(X)	26,178	+/-1,251
Families below poverty level	(X)	12.9	9.8%	(X)
Individuals below poverty level	(X)	16.1	13.3%	(X)
Housing Characteristics - show more >>				
Total housing units	16,025			+/-416
Occupied housing units	14,297	89.2	88.4%	+/-482
Owner-occupied housing units	8,268	57.8	67.3%	+/-532
Renter-occupied housing units	6,029	42.2	32.7%	+/-578
Vacant housing units	1,728	10.8	11.6%	+/-418
Owner-occupied homes	8,268			+/-532
Median value (dollars)	84,500	(X)	181,800	+/-7,277
Median of selected monthly owner costs				
With a mortgage (dollars)	1,084	(X)	1,427	+/-47
Not mortgaged (dollars)	424	(X)	402	+/-30
ACS Demographic Estimates - show more >>				
Total population	39,051			+/-1,355
Male	18,881	48.6	49.2%	+/-1,090

Female	20,070	51.4	50.8%	+/-872
Median age (years)	31.8	(X)	36.4	+/-1.4
Under 5 years	2,878	7.4	6.9%	+/-514
18 years and over	29,718	76.1	75.3%	+/-1,063
65 years and over	5,339	13.7	12.5%	+/-427
One race	38,424	98.4	97.9%	+/-1,362
White	29,787	76.3	74.1%	+/-1,683
Black or African American	3,912	10.0	12.4%	+/-521
American Indian and Alaska Native	571	1.5	0.8%	+/-335
Asian	822	2.1	4.3%	+/-242
Native Hawaiian and Other Pacific Islander	5	0.0	0.1%	+/-8
Some other race	3,327	8.5	6.2%	+/-884
Two or more races	627	1.6	2.1%	+/-328
Hispanic or Latino (of any race)	6,570	16.8	14.7%	+/-759

Source: U.S. Census Bureau, 2005-2007 American Community Survey

Explanation of Symbols:

**** - The median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

***** - The estimate is controlled. A statistical test for sampling variability is not appropriate.

'N' - Data for this geographic area cannot be displayed because the number of sample cases is too small.

'(X)' - The value is not applicable or not available.

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2010 CENSUS: **IT'S IN OUR HANDS**

COMPLETE COUNT COMMITTEE

What is a Complete Count Committee?

A Complete Count Committee (CCC) is a volunteer committee established by tribal, state, and local governments, and/or community leaders, to increase awareness about the census and motivate residents in the community to respond.

Why form a Complete Count Committee?

A Complete Count Committee should be formed to:

- Increase the response rate for residents mailing back their questionnaire through a focused structured, neighbor-to-neighbor programs.
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2010 Census awareness.

The CCC speaks the language of its community, therefore establishing an information highway that even the internet cannot rival—neighbor informing neighbor.

What is the charge of a Complete Count Committee

The CCC is charged with developing and implementing a plan designed to target the unique characteristics of their community. The team members should implement a creative outreach campaign in areas that may pose a challenge in 2010.

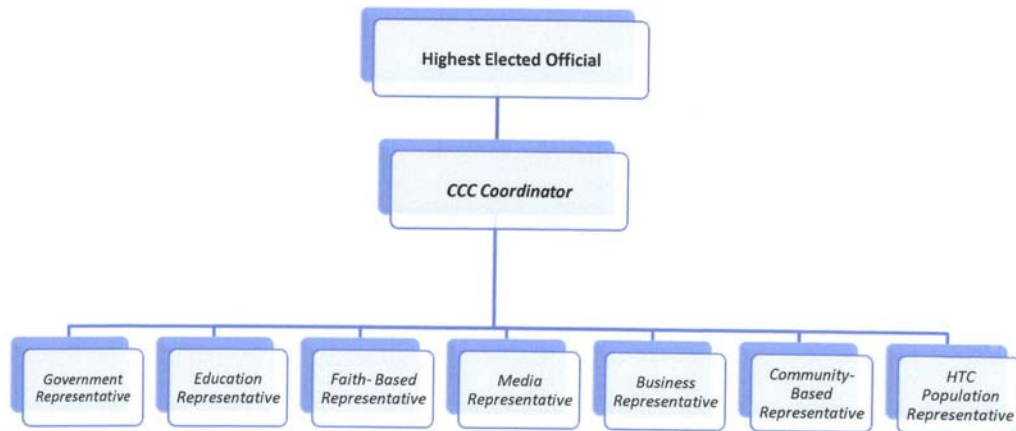
Who should be on the Complete Count Committee

The committees work best when they include a cross section of community representatives from government agencies, education, business, religious organizations, and the media, remembering to include respected representatives of Hard-To-Count populations

What are some Examples of Complete Count Committee Activities

- Set clear, achievable goals and objectives
- Identify areas of the community that you want to target, either geographical area or population group that might be hard to count.
- Create ways to dispel myths and alleviate fears about the privacy of census data.
- Have census information available during voter registration drives.
- Place census messages in water bills, property tax bills, and other correspondence generated by the jurisdiction.

CCC Sample Organizational & Representation Chart





Issued June 2008 Dallas Region

Complete Count Committee Guide



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Complete Count Committee Action Guide

A Complete Count Committee is a team of community leaders appointed by the highest elected official of a jurisdiction for the purpose of developing and implementing a 2010 Census Awareness campaign. A Complete Count Committee is charged with influencing every member of the jurisdiction to complete the 2010 Census questionnaire in a timely and accurate manner. The members will lead their community in the promotion of the 2010 Census awareness campaign from now through October 2010.

Purpose

- ❖ Although the Census questionnaires will not be delivered to households until mid-March of 2010, the awareness campaign must start **TODAY**.
- ❖ The immediate formulation of a **Complete Count Committee** will ensure that local residents are kept abreast of the various Census operations before the information is nationally circulated
- ❖ The more informed residents are about the 2010 Census operations, the better understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2010.

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Structure

- ❖ The operation of the **Complete Count Committee** flows from the highest elected official to the chairperson, to the subcommittee chairs, to the subcommittee members, then to the community-at-large.
- ❖ The highest elected official appoints a chairperson. The chairperson serves as a liaison between the **Complete Count Committee** and the Census Bureau.
- ❖ In consultation with the highest elected official, the chairperson selects the subcommittee chairs
- ❖ The **Complete Count Committee** involves every aspect of the local community in its subcommittee structure— Government, Education, Religion, Media, Community-based, Business, and Recruiting.
- ❖ The ideal candidates for a **Complete Count Committee** are those community members who have expertise, influence, and experience in the focus areas of the respective committee. Committee members should be willing to invest time, resources, and energy in this project.

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Timeline and Action Steps

PRE-CENSUS DAY: NOW through MARCH 2010	
<i>Suggested Time Range</i>	<i>ACTION STEPS</i>
2008 SUMMER And FALL	❖ Highest elected official meets with Partnership Specialist to discuss forming a partnership for the 2010 Census and the establishment of a Complete Count Committee (CCC) ❖ Highest elected official appoints the chairperson of the CCC ❖ Highest elected official, with the assistance of the chairperson, appoints the subcommittee chairpersons (if necessary) ❖ Highest elected official holds a press conference to announce the formation of a CCC and the appointment of a chairperson ❖ Jurisdiction issues a Proclamation/Resolution stating that it will formulate a Complete count committee for the 2010 Census
2008 FALL and WINTER	❖ Hold first complete Count Committee meeting: ○ Give an overview of the roles and responsibilities of a CCC ○ Select a secretary to record meeting minutes ○ Establish committees (if necessary) ○ Develop a plan of action for 2010 Census awareness campaign to cover the period from now through October 2010 ○ Refer to the suggested activities schedule for each subcommittee located in the "Operations Guide" ○ Set a schedule for the CCC meetings as well as the subcommittees

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JANUARY- DECEMBER 2009	❖ CCC members participate in Census CCC training ❖ Hold regularly scheduled meetings to report on tasks and subcommittee activities ❖ Proceed with census-awareness activities generated by each subcommittee ❖ Evaluate the activities for effectiveness ❖ Modify action plan as needed ❖ Saturate community with at least one census-awareness activity each month ❖ Encourage community members to participate with census workers during address canvassing
JANUARY 2010	❖ Hold monthly CCC and subcommittee meetings ❖ Finalize plans for activities surrounding questionnaire delivery days, and Census Day activities ❖ Review task lists and subcommittee activity plans ❖ Proceed with 2010 Census activities generated by subcommittees ❖ Finalize plans for activities to encourage residents to complete and return Census questionnaires ❖ Develop and finalize plans for Nonresponse Follow-up and Census Coverage Measurement
FEBRUARY 2010	❖ Hold regular CCC and sub-committee meetings ❖ Review and modify as needed plans for questionnaire delivery, and Census Day activities ❖ Review and modify as needed plans for Nonresponse Follow-up and Census Coverage Measurement ❖ Finalize plans for all activities for March and April ❖ Check with sub-committee chairs on the number and location of Questionnaire Assistance Centers and Be Counted sites
MARCH 2010 Countdown to Census Day	❖ Review and implement activities leading to Census Day: April 1, 2010 ❖ Finalize plans for all activities planned for the end of March and the month of April ❖ Proceed with activities generated by subcommittees ❖ Send press release highlighting 2010 Census activity schedule

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2010**



CENSUS DAY: APRIL 1, 2010	
APRIL 2010 The time has come to act	❖ Implement Census Day activities ❖ Hold daily activities to encourage residents to complete questionnaires accurately and to return them quickly ❖ Evaluate activities and make changes as necessary ❖ Prepare to implement activities for the Nonresponse Follow-up operation ❖ Keep the momentum of the census awareness campaign moving strong
POST-CENSUS DAY: MAY through JULY 2010	
MAY through JULY 2010 Nonresponse Follow-Up (NRFU)	❖ Hold meetings to review schedule of activities for the Nonresponse Follow-Up operations ❖ Use all sources to encourage residents to cooperate with census workers ❖ Proceed with implementation of activities generated by subcommittees ❖ Keep the momentum of the census awareness campaign strong. Contact Census Bureau to ascertain the progress of Census Coverage Measurement in your community ❖ Implement activities to keep census awareness and interest strong ❖ Continue to meet regularly to give and receive 2010 Census progress reports ❖ Prepare summary report of CCC activities, operations, and member feedback. Send a copy of report to Census Bureau ❖ Celebrate the success of the 2010 Census enumeration and recognize the efforts of the CCC members "THANK YOU ONE MILLION TIMES!" "WE COULD NOT HAVE DONE IT WITHOUT YOU!!!"

For the complete copy of the **Complete Count Committee Operations Guide**, call the U.S. Census Bureau's Dallas Regional Census Center Partnership Staff at (800) 563-6499

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**Census
2010**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. C.2

RESOLUTION NO. 5356

Authorizing the Submission of a Joint Grant Application with Grayson County and the City of Denison for and the Acceptance of Grants under the Recovery Act: Justice Assistance Grant (JAG) Program distributed by the U.S. Department of Justice

Issue

Seeking approval to submit a joint grant application with Grayson County and the City of Denison for the Justice Assistance Grant ("JAG") program. The Sherman Police Department would use its portion of grant funds to fill one civilian Police Intelligence Analyst position. This position would be used to enhance the operation of the SPD Intelligence Office. Once the grant funds are fully expended, there are no Federal retention requirements.

Background

As one of its many elements, the Federal Recovery Act provides the U.S. Department of Justice ("DOJ") with direct funding for units of local government with set allocations based on population, crime statistics, and crime expenditure data calculated by the Bureau of Justice Statistics. Though touted as a part of the Recovery Act, this grant has been available to law enforcement for many years. At the inception of the grant back in the 1990's, the City of Sherman, City of Denison and Grayson County were, and continue to be, identified by the Bureau of Justice Assistance as a disparate jurisdiction and are required to submit a joint grant application for the total allocation. The total eligible joint allocation is \$137,469 to be distributed in the following manner: Grayson County - \$16,268, City of Denison - \$46,691, and City of Sherman - \$74,510. Each of the three entities will have separate projects or uses for their portion of funding. Awards are made in the first fiscal year of the appropriation and may be expended during the following three years, for a total of four grant period years.

Origination

Sherman Police Department

Financial Consideration

There is no local match requirement for this grant. The total eligible allocation will be awarded to the City of Sherman and amounts established by the DOJ for Grayson County and the City of Denison will be passed through to those entities.

Staff Recommendation

The staff recommends submitting the JAG application.

Alternatives

The Council could decline to take advantage of this grant opportunity.

Attachments

Resolution No. 5356

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE SUBMISSION OF A JOINT GRANT APPLICATION WITH GRAYSON COUNTY AND THE CITY OF DENISON FOR AND THE ACCEPTANCE OF GRANTS UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM DISTRIBUTED BY THE U.S. DEPARTMENT OF JUSTICE; 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 Recovery Act: Justice Assistance Grant (JAG) Program; and

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

WHEREAS, the City of Sherman understands that there is no matching requirement for grants awarded under the Recovery Act: Justice Assistance Grant (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 One Hundred Thirty-Seven Thousand Four Hundred Sixty-Nine Dollars and No Cents (\$137,469.00) grant under the Recovery Act: Justice Assistance Grant (JAG) Program, said joint allocation to be distributed for specific purposes in the following manner: Sixteen Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$16,268.00) to Grayson County for its Law Enforcement Equipment Upgrade and Enhancement Program; Forty-Six Thousand Six Hundred Ninety-One Dollars and No Cents (\$46,691.00) to the City of Denison for its Law Enforcement Equipment Upgrade and Enhancement Program; and Seventy-Four Thousand Five Hundred Ten Dollars and No Cents (\$74,510.00) to the City of Sherman to fill one civilian Police Intelligence Analyst position.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5357**

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 Recovery Act: Justice Assistance Grant (JAG) Program

Issue

Approving an Interlocal Agreement with Grayson County for grant funding

Background

This is a companion resolution to items C.2 and C.4 on the May 4th 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 Recovery Act: Justice Assistance Grant (JAG) Program. The total grant award would be \$137,469.00 of which Grayson County's portion would be \$16,268.00 to be used for their Law Enforcement Equipment Upgrade and Enhancement Program.

Origination

Sherman Police Department

Financial Consideration

Grayson County's portion of the total grant award would be passed through to them.

Staff Recommendation

The staff recommends approval of this Interlocal Agreement.

Attachments

Resolution No. 5357

Interlocal Agreement between City of Sherman and Grayson County

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5357

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 RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) 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 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, Texas, for the award of a Sixteen Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$16,268.00) portion of a total One Hundred Thirty-Seven Thousand Four Hundred Sixty-Nine Dollars and No Cents (\$137,469.00) Recovery Act: Justice Assistance Grant, said \$16,268.00 award to be expended specifically for Grayson County's Law Enforcement Equipment Upgrade and Enhancement Program, in accordance with the terms and provisions of the contract document 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 _____, 2009.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

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

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

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is made and entered into this the ____ day of _____, 2009, by and between the CITY OF SHERMAN, TEXAS, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", and GRAYSON COUNTY, TEXAS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as "COUNTY", both 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, the CITY agrees to provide the COUNTY Sixteen Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$16,268.00) from the JAG award for the COUNTY'S Law Enforcement Equipment Upgrade and Enhancement Program; and

WHEREAS, the CITY and the COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW, THEREFORE, the CITY and the COUNTY agree as follows:

Section 1. The CITY agrees to pay the COUNTY a total of Sixteen Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$16,268.00) of JAG funds.

Section 2. The COUNTY agrees to use Sixteen Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$16,268.00) for the Law Enforcement Equipment Upgrade and Enhancement Program to be expended during the following three (3) years, for a total of four (4) grant period years.

Section 3. The COUNTY agrees that, in the event of loss or misuse of the JAG Program Award funds, as determined by SHERMAN, the COUNTY 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 the COUNTY 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 the CITY 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, either 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 party 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 the CITY's Charter and Ordinances, as amended.

Section 12. The failure of either 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, neither 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

COUNTY OF GRAYSON, TEXAS

BY: _____
George Olson, City Manager

BY: _____
Drue Bynum, County Judge

ATTEST:

ATTEST:

BY: _____
Linda Ashby, City Clerk

BY: _____
Grayson County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Brandon S. Shelby, City Attorney

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5358**

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Denison for Grant Funding to be Awarded by the U.S. Department of Justice under the Recovery Act: Justice Assistance Grant (JAG) Program

Issue

Approving an Interlocal Agreement with the City of Denison for grant funding

Background

This is a companion resolution to items C.2 and C.3 on the May 4th agenda. Execution of an Interlocal Agreement with the City of Denison is one of the required components of the Joint Grant Application to be submitted under the U.S. Department of Justice's Recovery Act: Justice Assistance Grant (JAG) Program. The total grant award would be \$137,469.00 of which Denison's portion would be \$46,691.00 to be used for their Law Enforcement Equipment Upgrade and Enhancement Program.

Origination

Sherman Police Department

Financial Consideration

Denison's portion of the total grant award would be passed through to them.

Staff Recommendation

The staff recommends approval of this Interlocal Agreement.

Attachments

Resolution No. 5358

Interlocal Agreement between the City of Sherman and the City of Denison

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF DENISON FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) 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 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 the City of Denison for the award of a Forty-Six Thousand Six Hundred Ninety-One Dollars and No Cents (\$46,691.00) portion of a total One Hundred Thirty-Seven Thousand Four Hundred Sixty-Nine Dollars and No Cents (\$137,469.00) Recovery Act: Justice Assistance Grant, said \$46,691.00 award to be expended specifically for the City of Denison's Law Enforcement Equipment Upgrade and Enhancement Program, in accordance with the terms and provisions of the contract document 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 _____, 2009.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SHERMAN, TEXAS
AND THE CITY OF DENISON, TEXAS**

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is made and entered into this the ____ day of _____, 2009, 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 CITY OF DENISON, TEXAS, acting by and through its governing body, the City Council, hereinafter referred to as “DENISON”, both 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 DENISON Forty-Six Thousand Six Hundred Ninety-One Dollars and No Cents (\$46,691.00) from the JAG award for DENISON’S Law Enforcement Equipment Upgrade and Enhancement Program; and

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

NOW, THEREFORE, SHERMAN and DENISON agree as follows:

Section 1. SHERMAN agrees to pay DENISON a total of Forty-Six Thousand Six Hundred Ninety-One Dollars and No Cents (\$46,691.00) of JAG funds.

Section 2. DENISON agrees to use Forty-Six Thousand Six Hundred Ninety-One Dollars and No Cents (\$46,691.00) for the Law Enforcement Equipment Upgrade and Enhancement Program to be expended during the following three (3) years, for a total of four (4) grant period years.

Section 3. DENISON agrees that, in the event of loss or misuse of the JAG Program Award funds, as determined by SHERMAN, DENISON 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 DENISON 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, either 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 party 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 either 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, neither 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

CITY OF DENISON, TEXAS

BY: _____
George Olson, City Manager

BY: _____
Larry Cruise, City Manager

ATTEST:

ATTEST:

BY: _____
Linda Ashby, City Clerk

BY: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Brandon S. Shelby, City Attorney

BY: _____
Tom Akins, City Attorney



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5359**

**Awarding a Bid to and Authorizing Execution of a Contract with
Utility Construction Services of Texas, Inc. for Replacement of the
Travis Street Water Main between Washington Street and Jones Street**

Issue

Contracting for the replacement of the Travis Street water main between Washington Street and Jones Street

Background

The current Capital Improvement Program contains a project to replace the water main on Travis Street. Seven (7) bidders responded to the request for bids. A bid tabulation is attached.

Origination

Department of Utilities Administration

Financial Consideration

Adequate funding for this project is included in this year's Capital Improvement Program.

Staff Recommendation

It is recommended that the contract for replacement of the Travis Street water main be awarded to the low bidder, Utility Construction Services of Texas, Inc., in the amount of \$271,149.00 and that the City Manager be authorized to execute the required contract documents.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5359

Contract

Engineer's Recommendation with Bid Tabulation

CIP Project Sheet and Location Map

Prepared by:
Mark Gibson, Utilities and Engineering Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH UTILITY CONSTRUCTION SERVICES OF TEXAS, INC. FOR REPLACEMENT OF THE TRAVIS STREET WATER MAIN BETWEEN WASHINGTON STREET AND JONES STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Utility Construction Services of Texas, Inc. is hereby awarded the bid in the total amount of Two Hundred Seventy-One Thousand One Hundred Forty-Nine Dollars and No Cents (\$271,149.00) for replacement of the Travis Street Water Main between Washington Street and Jones Street; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a contract with Utility Construction Services of Texas, Inc. for construction of the Travis Street Water Main Replacement Project, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

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

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

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

ARTICLE 1 - PROJECT

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

the replacement of approximately 2600 LF of 10" water line, as well as approximately 500 LF of 6" - 8" water line replacement at the intersecting streets. This project is located on Travis Street between Washington and Jones Street.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

- A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" from the **CITY** and to fully complete the contract within one hundred twenty (120) days.
- B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed by **CONTRACTOR** on or before 120 consecutive calendar days from the date of the Notice to Proceed.

3.03 *Liquidated Damages*

- A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with Item 108.8 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$500.00 for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

- 4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:
 - A. For all Project work, a total Sum of: Two Hundred Seventy-One Thousand One Hundred Forty-Nine Dollars and No Cents (\$271,149.00).
 - B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.
 - C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Item 109 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. CONTRACTOR has carefully studied all Contract Documents and understands the Work and Performance required in the Contract Documents and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Contract Documents.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:
 - 1. This Contract;
 - 2. Performance Bond;
 - 3. If applicable, the Unit Pricing in the Proposal;
 - 4. Payment Bond;

5. Any Other Bonds;
 6. General Conditions of Agreement;
 7. Special Conditions of Agreement;
 8. Any Other Documents listed in the Table of Contents of the Specifications and Contract Documents;
 9. Any Drawings associated with the Project;
 10. Addenda (if applicable);
 11. Exhibits to this Contract(enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - d. Any other documentation submitted by the CONTRACTOR that is applicable to this Project.
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s), if permissible under the Resolution enacted by the City.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee:

Mark Gibson, Director of Utilities & Engineering

Address:

P.O. Box 1106

Sherman, TX 75091-1106

903-892-7210

If intended for CONTRACTOR, to:

Designee:

Address:

Phone: _____

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Contract will have the meanings indicated in the General Conditions.
- B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

- A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.
- B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.
- C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.07 *Arbitration Not Mandatory*

The parties agree binding arbitration is not a mandatory first measure to attempt settlement of any disputes related to this Contract. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract.

9.08 *Choice of Law: Venue.*

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

9.09 *Binding Authority*

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

9.10 *Entire Agreement*

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

9.11 *Contract Interpretation*

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

9.12 *Contract Superiority*

The Parties agree that should any clause or language of this Contract be found in conflict with the General Provisions this Contract shall control.

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

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

CITY:
CITY OF SHERMAN, TEXAS

CONTRACTOR:
UTILITY CONSTRUCTION SERVICES OF TEXAS, INC.

By: _____
George Olson, City Manager

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared SCOTT WEISINGER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2009.

(Stamp)

Print Name: _____
Notary Public
Date of Expiration: _____

Attest _____
Linda Ashby, City Clerk

Agent for service of process: _____

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

Approved as to form:

Brandon S. Shelby, City Attorney

TNP **TEAGUE NALL AND PERKINS**

Civil Engineering | Surveying | Landscape Architecture | Planning

April 27, 2009

Mark Gibson, PE
Director of Utilities
City of Sherman
P O Box 1106
Sherman, TX 75091

RE: RECOMMENDATION FOR AWARD OF CONSTRUCTION CONTRACT

*Travis Street Water Main Replacement
Jones Street to Washington Street
TNP Job No: SHN 09121*

Dear Mr. Gibson,

On Thursday, April 23, 2009, at 10:30 am, bids were received at the City of Sherman Department of Engineering and Planning for the Travis Street Water Main Replacement project. The low bidder was Utility Construction Services with a base bid of \$239,549.00 and an alternate bid for replacement of water services of \$31,600.

After checking their references, we recommend the City of Sherman award the contract in the amount of **\$271,149.00** to **Utility Construction Services** for Travis Street Water Main Replacement project.

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

Sincerely,

TEAGUE NALL AND PERKINS INC.



Chris Schmitt, P.E.

Cc: TNP file

TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

TRAVIS STREET WATER MAIN REPLACEMENT Project No. SHN09121 City of Sherman BID TABULATION REPORT									
Engineer's Estimate = \$310,626.00 BID OPENING DATE: April 23, 2009 BID OPENING TIME: 10:00 AM				BIDDERS					
				Utility Construction Services of Texas Inc.		Lynn Vessels Construction LLC		W R Hodgson Co. L.P.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID									
1	Remove and Replace Existing Asphalt Pavement	1,525.00	SY	\$50.00	\$76,250.00	\$14.00	\$21,350.00	\$19.00	\$28,975.00
2	Remove and Replace Existing Concrete Sidewalk	50.00	SF	\$25.00	\$1,250.00	\$8.05	\$402.50	\$33.00	\$1,650.00
3	Remove and Replace Existing Concrete Curb & G	16.00	LF	\$42.00	\$672.00	\$20.70	\$331.20	\$18.00	\$288.00
4	10" DR-18, Class 150 PVC Waterline Pipe	2,300.00	LF	\$26.00	\$59,800.00	\$59.86	\$137,678.00	\$76.70	\$176,410.00
5	8" DR-18, Class 150 PVC Waterline Pipe	268.00	LF	\$21.00	\$5,628.00	\$52.61	\$14,099.48	\$33.30	\$8,924.40
6	6" DR-18, Class 150 PVC Waterline Pipe	221.00	LF	\$20.00	\$4,420.00	\$50.60	\$11,182.60	\$31.30	\$6,917.30
7	10" 45° Bend	2.00	EA	\$300.00	\$600.00	\$347.88	\$695.76	\$370.00	\$740.00
8	10" 22 1/2° Bend	4.00	EA	\$325.00	\$1,300.00	\$346.09	\$1,384.36	\$370.00	\$1,480.00
9	10" x 10" Cross	3.00	EA	\$650.00	\$1,950.00	\$696.36	\$2,089.08	\$690.00	\$2,070.00
10	10" x 8" Cross	1.00	EA	\$525.00	\$525.00	\$584.83	\$584.83	\$590.00	\$590.00
11	10" x 10" x 10" Tee	1.00	EA	\$475.00	\$475.00	\$525.58	\$525.58	\$580.00	\$580.00
12	10" x 10" x 6" Tee	7.00	EA	\$425.00	\$2,975.00	\$465.75	\$3,260.25	\$465.00	\$3,255.00
13	10" x 8" Reducer	2.00	EA	\$250.00	\$500.00	\$276.24	\$552.48	\$304.00	\$608.00
14	10" x 6" Reducer	2.00	EA	\$240.00	\$480.00	\$260.83	\$521.66	\$287.00	\$574.00
15	10" Gate Valve	8.00	EA	\$1,800.00	\$14,400.00	\$1,361.47	\$10,891.76	\$1,410.00	\$11,280.00
16	8" 45° Bend	2.00	EA	\$200.00	\$400.00	\$238.05	\$476.10	\$260.00	\$520.00
17	8" 22 1/2° Bend	8.00	EA	\$250.00	\$2,000.00	\$238.74	\$1,909.92	\$27.00	\$216.00
18	8" x 8" x 6" Tee	1.00	EA	\$300.00	\$300.00	\$305.90	\$305.90	\$295.00	\$295.00
19	8" x 6" Reducer	1.00	EA	\$200.00	\$200.00	\$198.42	\$198.42	\$190.00	\$190.00
20	8" Gate Valve	4.00	EA	\$1,200.00	\$4,800.00	\$897.00	\$3,588.00	\$945.00	\$3,780.00
21	6" 22 1/2° Bend	8.00	EA	\$175.00	\$1,400.00	\$181.41	\$1,451.28	\$180.00	\$1,440.00
22	6" x 6" x 6" Tee	1.00	EA	\$225.00	\$225.00	\$242.74	\$242.74	\$235.00	\$235.00
23	6" Gate Valve	2.00	EA	\$750.00	\$1,500.00	\$593.02	\$1,186.04	\$690.00	\$1,380.00
24	Bore and 14" x 3/8" Stl. Casing	50.00	LF	\$285.00	\$14,250.00	\$317.40	\$15,870.00	\$302.00	\$15,100.00
25	Fire Hydrant Assembly	8.00	EA	\$3,000.00	\$24,000.00	\$2,835.52	\$22,684.16	\$2,850.00	\$22,800.00
26	Trench Safety	2,366.00	LF	\$1.50	\$3,549.00	\$0.29	\$686.14	\$0.35	\$828.10
27	Connect to Existing Waterline (All Sizes)	9.00	EA	\$300.00	\$2,700.00	\$1,150.00	\$10,350.00	\$680.00	\$6,120.00
28	Striping and Signage	1.00	LS	\$8,000.00	\$8,000.00	\$2,300.00	\$2,300.00	\$1,260.00	\$1,260.00
29	Traffic Control	1.00	LS	\$3,000.00	\$3,000.00	\$4,600.00	\$4,600.00	\$2,350.00	\$2,350.00
30	Erosion Control	1.00	LS	\$2,000.00	\$2,000.00	\$230.00	\$230.00	\$3,940.00	\$3,940.00
SUBTOTAL BASE BID					\$239,549.00		\$271,628.24		\$304,795.80
ALTERNATE BID									
31	Replace 3/4" Water Service & Meter Box (Short)	18.00	EA	\$700.00	\$12,600.00	\$782.00	\$14,076.00	\$885.00	\$15,930.00
32	Replace 3/4" Water Service & Meter Box (Long)	40.00	EA	\$475.00	\$19,000.00	\$1,552.50	\$62,100.00	\$1,210.00	\$48,400.00
SUBTOTAL ALTERNATE BID					\$31,600.00		\$76,176.00		\$64,330.00
TOTAL BID:					\$271,149.00		\$347,804.24		\$369,125.80

TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

TRAVIS STREET WATER MAIN REPLACEMENT Project No. SHN09121 City of Sherman BID TABULATION REPORT				BIDDERS							
Engineer's Estimate = \$310,626.00 BID OPENING DATE: April 23, 2009 BID OPENING TIME: 10:00 AM				Wilson Contractor Services		Jerry Paul Higgins Ltd.		Dickerson Construction Co.		Davis Excavation Inc.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Remove and Replace Existing Asphalt Pavement	1,525.00	SY	\$20.00	\$30,500.00	\$31.68	\$48,312.00	\$22.50	\$34,312.50	\$32.30	\$49,257.50
2	Remove and Replace Existing Concrete Sidewalk	50.00	SF	\$40.00	\$2,000.00	\$19.78	\$989.00	\$10.00	\$500.00	\$15.00	\$750.00
3	Remove and Replace Existing Concrete Curb & G	16.00	LF	\$40.00	\$640.00	\$56.06	\$896.96	\$20.00	\$320.00	\$25.00	\$400.00
4	10" DR-18, Class 150 PVC Waterline Pipe	2,300.00	LF	\$74.50	\$171,350.00	\$65.61	\$150,903.00	\$87.25	\$200,675.00	\$100.00	\$230,000.00
5	8" DR-18, Class 150 PVC Waterline Pipe	268.00	LF	\$72.00	\$19,296.00	\$63.46	\$17,007.28	\$82.00	\$21,976.00	\$97.40	\$26,103.20
6	6" DR-18, Class 150 PVC Waterline Pipe	221.00	LF	\$70.00	\$15,470.00	\$62.23	\$13,752.83	\$80.00	\$17,680.00	\$100.00	\$22,100.00
7	10" 45° Bend	2.00	EA	\$325.00	\$650.00	\$374.40	\$748.80	\$400.00	\$800.00	\$1.00	\$2.00
8	10" 22 1/2° Bend	4.00	EA	\$525.00	\$2,100.00	\$372.53	\$1,490.12	\$400.00	\$1,600.00	\$1.00	\$4.00
9	10" x 10" Cross	3.00	EA	\$1,700.00	\$5,100.00	\$688.72	\$2,066.16	\$750.00	\$2,250.00	\$1.00	\$3.00
10	10" x 8" Cross	1.00	EA	\$1,550.00	\$1,550.00	\$583.72	\$583.72	\$650.00	\$650.00	\$1.00	\$1.00
11	10" x 10" x 10" Tee	1.00	EA	\$750.00	\$750.00	\$522.29	\$522.29	\$550.00	\$550.00	\$1.00	\$1.00
12	10" x 10" x 6" Tee	7.00	EA	\$700.00	\$4,900.00	\$447.54	\$3,132.78	\$550.00	\$3,850.00	\$1.00	\$7.00
13	10" x 8" Reducer	2.00	EA	\$425.00	\$850.00	\$286.42	\$572.84	\$375.00	\$750.00	\$1.00	\$2.00
14	10" x 6" Reducer	2.00	EA	\$360.00	\$720.00	\$284.42	\$568.84	\$350.00	\$700.00	\$1.00	\$2.00
15	10" Gate Valve	8.00	EA	\$1,800.00	\$14,400.00	\$1,402.51	\$11,220.08	\$1,350.00	\$10,800.00	\$1,851.00	\$14,808.00
16	8" 45° Bend	2.00	EA	\$305.00	\$610.00	\$276.93	\$553.86	\$300.00	\$600.00	\$1.00	\$2.00
17	8" 22 1/2° Bend	8.00	EA	\$305.00	\$2,440.00	\$275.93	\$2,207.44	\$300.00	\$2,400.00	\$1.00	\$8.00
18	8" x 8" x 6" Tee	1.00	EA	\$435.00	\$435.00	\$344.75	\$344.75	\$400.00	\$400.00	\$1.00	\$1.00
19	8" x 6" Reducer	1.00	EA	\$275.00	\$275.00	\$225.50	\$225.50	\$250.00	\$250.00	\$1.00	\$1.00
20	8" Gate Valve	4.00	EA	\$1,200.00	\$4,800.00	\$945.90	\$3,783.60	\$900.00	\$3,600.00	\$1,379.00	\$5,516.00
21	6" 22 1/2° Bend	8.00	EA	\$255.00	\$2,040.00	\$229.41	\$1,835.28	\$250.00	\$2,000.00	\$1.00	\$8.00
22	6" x 6" x 6" Tee	1.00	EA	\$375.00	\$375.00	\$297.35	\$297.35	\$350.00	\$350.00	\$1.00	\$1.00
23	6" Gate Valve	2.00	EA	\$775.00	\$1,550.00	\$664.30	\$1,328.60	\$700.00	\$1,400.00	\$980.00	\$1,960.00
24	Bore and 14" x 3/8" SII. Casing	50.00	LF	\$400.00	\$20,000.00	\$547.37	\$27,368.50	\$400.00	\$20,000.00	\$240.00	\$12,000.00
25	Fire Hydrant Assembly	8.00	EA	\$2,825.00	\$22,600.00	\$2,863.16	\$22,905.28	\$2,650.00	\$21,200.00	\$2,850.00	\$22,800.00
26	Trench Safety	2,366.00	EA	\$0.20	\$473.20	\$1.00	\$2,366.00	\$1.00	\$2,366.00	\$5.00	\$11,830.00
27	Connect to Existing Waterline (All Sizes)	9.00	LF	\$1,750.00	\$15,750.00	\$3,280.00	\$29,520.00	\$1,500.00	\$13,500.00	\$1,000.00	\$9,000.00
28	Striping and Signage	1.00	LS	\$1,750.00	\$1,750.00	\$2,880.00	\$2,880.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00
29	Traffic Control	1.00	LS	\$5,000.00	\$5,000.00	\$12,750.00	\$12,750.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
30	Erosion Control	1.00	LS	\$1,650.00	\$1,650.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
SUBTOTAL BASE BID					\$350,024.20		\$363,632.86		\$390,479.50		\$422,567.70
ALTERNATE BID											
31	Replace 3/4" Water Service & Meter Box (Short)	18.00	EA	\$750.00	\$13,500.00	\$575.00	\$10,350.00	\$850.00	\$15,300.00	\$1,540.00	\$27,720.00
32	Replace 3/4" Water Service & Meter Box (Long)	40.00	EA	\$1,050.00	\$42,000.00	\$1,150.00	\$46,000.00	\$1,375.00	\$55,000.00	\$1,740.00	\$69,600.00
SUBTOTAL ALTERNATE BID					\$55,500.00		\$56,350.00		\$70,300.00		\$97,320.00
TOTAL BID:					\$405,524.20		\$419,982.86		\$460,779.50		\$519,887.70

PROJECT YEAR: 2008-2009

PROJECT NAME:

Travis Street Water Line
Washington St. to Jones St.

DESCRIPTION:

Replace existing line with an 8" water main.

ESTIMATED COST:

\$250,000

ESTIMATED O&M COST:

Not Applicable

PROPOSED FINANCING:

Utility Improvement Fund

PROJECT NECESSITY:

Replacement is due to a badly deteriorated
line requiring frequent service interruptions
and costly repairs.

DEPARTMENT/DIRECTOR:

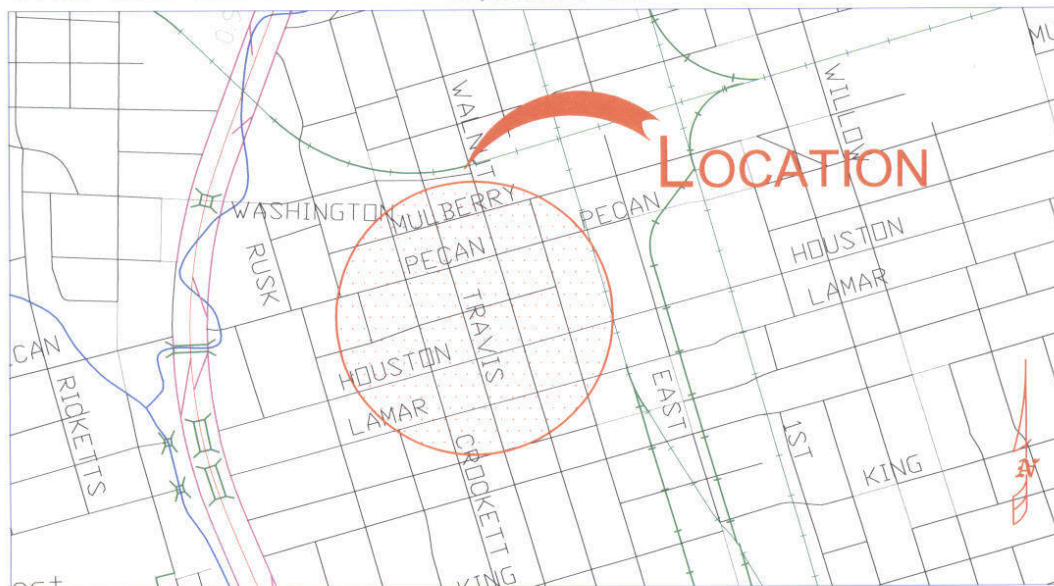
Utility and Engineering Services, Mark Gibson

PROPOSED START DATE:

June, 2009

PROPOSED END DATE:

September, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5360**

**Authorizing Execution of a Development Agreement with DGR Development Group, LTD.
for the Construction of Public Facilities in the O'Hanlon Ranch Phase 3 Subdivision
within the City of Sherman**

Issue

To consider approval of a Development Agreement with DGR Development Group, LTD. for the construction of the O'Hanlon Ranch Phase 3 Subdivision.

Background

The Developer wishes to construct O'Hanlon Ranch Phase 3 Subdivision. A Development Agreement is required prior to the start of construction.

Origination

Department of Utilities and Engineering

Financial Consideration

The Developer will pay the City the required review and inspection fee of \$20,108.47.

Staff Recommendation

It is recommended that the Development Agreement be approved and that the City Manager be authorized to execute the Agreement.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5360

Development Agreement

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5360

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 IN THE O'HANLON RANCH PHASE 3 SUBDIVISION WITHIN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a Development Agreement with DGR Development Group, LTD. for the construction of public facilities in the O'Hanlon Ranch Phase 3 Subdivision to the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND DGR DEVELOPMENT GROUP, LTD.**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2009 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and DGR Development Group, LTD. ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described in the final plat submitted to the City by the Developer as O'Hanlon Ranch Addition, Phase 3, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the

title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before June 1, 2010, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$20,108.47.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. The City will furnish two (2) connections to the twenty-four inch water main within the subdivision as required by the original O'Hanlon Agreement (One connection remains.)

ARTICLE II. GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Mark Gibson, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7210
FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Dean Gilbert
ADDRESS: 801 E. Taylor St.
Sherman, TX 75090
PHONE: 903-893-5188
FAX: 903-892-1487

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2009, with an original to each party.

Developer: DGR DEVELOPMENT GROUP, LTD.

DEAN GILBERT, INC., its General Partner

BY: _____

NAME: Dean Gilbert

TITLE: President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: George Olson

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

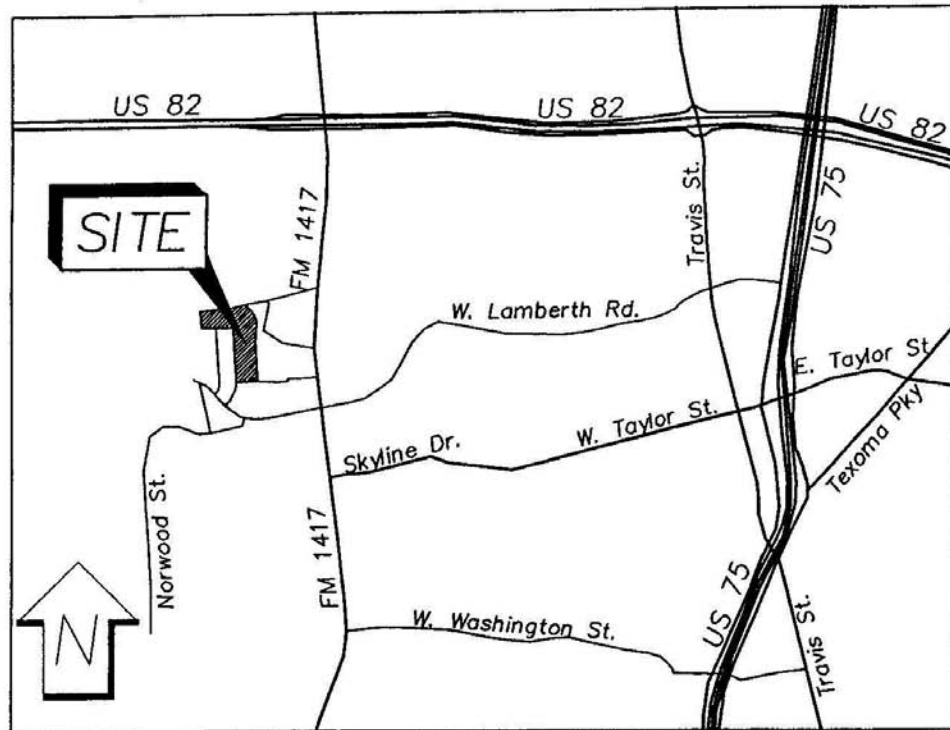
TITLE: City Clerk

APPROVAL RECOMMENDED:

Mark Gibson, P.E. / Director of Engineering & Utilities

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



VICINITY MAP — N.T.S.
GRAYSON CO. MAPSCO 62-G



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**
Relief Sewer K-4 Phase Two

Issue

Advertise for bids for the construction of Relief Sewer K-4 Phase Two

Background

The existing sewer main is deteriorated and becoming overloaded as more development occurs in northwest Sherman. Relief Sewer K-4 Phase Two will replace an existing sewer along Post Oak Creek, between Taylor Street and Lamberth Road. Plans and specifications have been finalized and are being approved by the State.

Origination

Department of Utilities Administration

Financial Consideration

The project is funded at \$900,000.00 in this year's Capital Improvement Program through bonds previously issued by the Greater Texoma Utility Authority on behalf of the City of Sherman. Advertising for this project is expected to cost less than \$200.00.

Staff Recommendation

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives

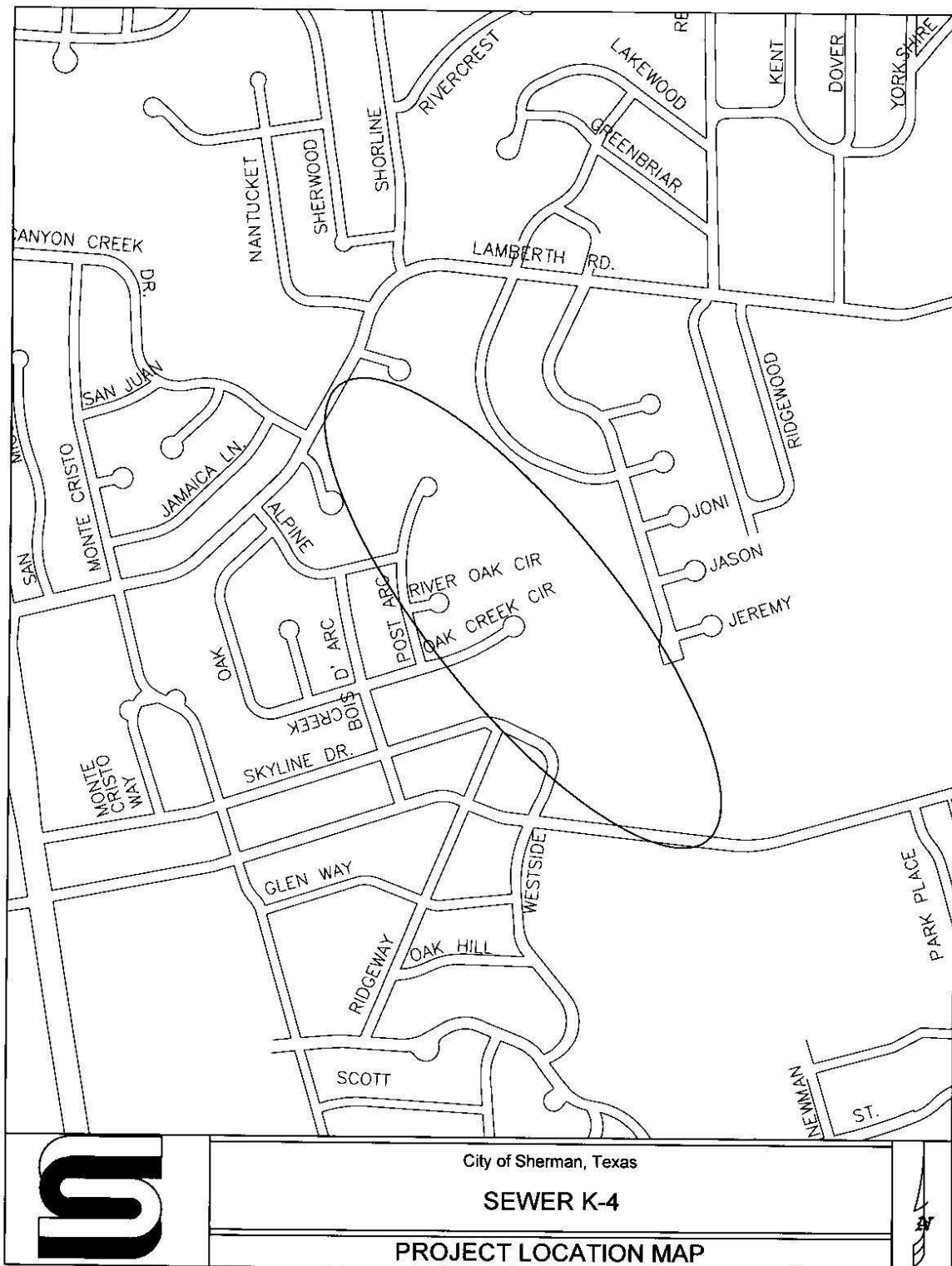
As may be directed by the City Council

Attachments

Location map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive Customer Service Manager Angela Gurley's Presentation on the City of Sherman's INCODE Online Utility Billing Application

Issue

A presentation/demonstration of the City of Sherman's INCODE Online Utility Billing Application

Background

Approved as part of the fiscal year (FY) 2008-2009 budget, the City will be implementing INCODE's online module, which includes a Utility Billing web application. Utility Billing will transition from a bill "view and pay" application, currently available through Dataprose, to a system that will give customers 24 hours per day/seven days per week (24/7) access to account information, including the capability to pay online via a credit card.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

There is no financial impact to this presentation. The City is expected to save at least \$17,000 by moving to this system.

Council Action Requested

This presentation is informational only; and the Council need take no action on this agenda item.

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Period ending March 31, 2009

Issue

To approve the Investment Report for the quarterly period ending March 31, 2009

Background

This report is 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.

As of March 31, 2009, the Operating Portfolio had a book value of about \$24.4 million, up about \$2.8 million from three months ago, which is normal for this period because of property tax collections during the period. Further, the City was in compliance with all applicable state laws and the City's Investment Policy. The Operating Portfolio is appropriately liquid; and its weighted-average maturity increased to about 115 days, from about 41 days last period, because of security purchases during the quarter. Its yield of 1.28% for the quarter is higher than the benchmark yield of 0.42%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

With respect to the Debt Proceeds Portfolio, the City was in compliance with all applicable state laws and the provisions of the City's internal Investment Policy. The portfolio balance decreased about \$1 million due to construction during the period. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.73% for the quarter is higher than the benchmark yield of 0.42%. 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 report and related schedules

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

memorandum

DATE: Wednesday, April 29, 2009
TO: The Investment Committee
Council Members Willie Steele and Robert G. Softly
City Manager George Olson
FROM: ✓ Robby Hefton, Assistant City Manager/CFO 
SUBJECT: Investment Report for Quarter ended March 31, 2009

Enclosed is a copy of the quarterly investment report for the quarter ended March 31, 2009. This report 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 \$24.4 million had a weighted-average maturity of about 115 days, up significantly from last quarter due to the investment purchases occurring during the period. The portfolio yield of 1.28% was higher than our benchmark 180-day T-Bill yield, which was 0.42%, and book value closely approximates market value.

As of March 31, 2009, all of the CO Debt Proceeds were invested in TexStar, a pooled investment yielding 0.73%, higher than the benchmark 180-day T-Bill rate of 0.42%.

This investment report will be on the May 4, 2009 City Council Agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachment (as stated above)



CITY OF SHERMAN, TX
Investment Report Summary
March 31, 2009

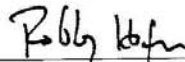
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law. At March 31, 2009 investment book value was about \$24.4 million and had increased by approximately \$2.8 million from three months prior. Increases in investment balances are customary during this quarter each year due to significant property tax collections. The City's investment portfolio includes interest-bearing demand deposits, bank time deposits, investment pools that strive to maintain a 100% net asset value, U.S. Treasury securities, 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, 2009. The weighted-average maturity of the portfolio was about 115 days at March 31, 2009 compared to about 41 days at December 31, 2008. This increase in weighted-average maturity occurred because of investment purchases during the period.

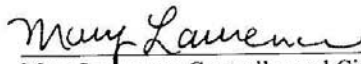
The market value of the portfolio was 100.07% of book value as of March 31, 2009. The portfolio yield of 1.28% at March 31, 2009 was higher than the benchmark yield on the 180-day T-Bill, which was 0.42%.

Two securities and a certificate of deposit matured during the quarter with a par value totaling \$3.5 million. Seven U.S. governmental securities and three certificates of deposit were purchased during the quarter with a par value totaling \$10.0 million. Accrued interest of about \$19,000 was added to time deposit 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, 2009

Investment	Par	VALUES - December 31, 2008		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - March 31, 2009	
		Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change in Market Price	Book	Market
DEMAND DEPOSITS									
Depository Bank		\$ 91,893	\$ 91,893	\$ 193,127		\$ 193,127	\$ -	\$ 285,020	\$ 285,020
		91,893	91,893	193,127	-	193,127	-	285,020	285,020
BANK TIME DEPOSITS									
Certificate of Deposit 2.47% 1/29/09		1,518,685	1,518,685	(1,518,685)		(1,518,685)		-	-
Certificate of Deposit 2.97% 4/29/09		2,537,469	2,537,469	18,995		18,995	-	2,556,464	2,556,464
Certificate of Deposit 1.5% 8/19/09		-	-	1,000,000	-	1,000,000	-	1,000,000	1,000,000
Certificate of Deposit 1.5% 10/29/09		-	-	1,000,000	-	1,000,000	-	1,000,000	1,000,000
Certificate of Deposit 1.65% 1/29/10		-	-	1,000,000	-	1,000,000	-	1,000,000	1,000,000
		4,056,154	4,056,154	1,500,310	-	1,500,310	-	5,556,464	5,556,464
INVESTMENT POOLS									
Tex-Pool		6,028,525	6,034,674	(2,500,000)	8,562	(2,500,000)	3,969	3,537,087	3,538,643
TexStar		6,349,235	6,356,060	(1,500,000)	9,288	(1,500,000)	4,853	4,858,523	4,860,913
		12,377,760	12,390,735	(4,000,000)	17,850	(4,000,000)	8,822	8,395,610	8,399,557
SECURITY INVESTMENTS									
FHLMC 3.875% 1/12/09	1,000,000	999,637	1,000,940	(1,000,000)	363	(1,000,000)	(940)	-	-
FHLB 2.35% 1/28/09	1,000,000	1,000,071	1,001,560	(1,000,000)	(71)	(999,999)	(1,561)	-	-
FHLB 2.3% 4/15/2009	1,000,000	999,875	1,005,630	-	108	-	(5,000)	999,983	1,000,630
Treasury Note 4.875% 6/30/09	1,000,000	1,013,612	1,022,770	-	(6,768)	-	(11,320)	1,006,844	1,011,450
FNMA 5.125% 7/13/09	1,000,000	1,011,379	1,024,380	-	(5,279)	-	(11,250)	1,006,100	1,013,130
FHLB 5.25% 8/5/09	1,000,000	-	-	1,026,907	(10,074)	1,026,907	(10,657)	1,016,833	1,016,250
FHLMC 6.625% 9/15/09	1,050,000	-	-	1,093,023	(13,401)	1,093,023	(14,799)	1,079,622	1,078,224
Treasury Note 4.625% 11/15/09	1,000,000	-	-	1,035,000	(8,721)	1,035,000	(9,730)	1,026,279	1,025,270
FHLB Discount Note 0.7% 12/16/09	1,000,000	-	-	993,642	131	993,642	3,158	993,773	996,800
FHLB Discount Note 0.87% 1/26/10	1,000,000	-	-	999,500	90	999,500	(120)	999,590	999,380
FHLB 2.75% 3/12/10	1,000,000	-	-	1,017,460	(1,723)	1,017,460	(580)	1,015,737	1,016,880
FHLB 2.375% 4/30/10	1,000,000	-	-	1,015,740	(1,378)	1,015,740	(1,050)	1,014,362	1,014,690
		5,024,574	5,055,280	5,181,272	(46,723)	5,181,273	(63,849)	10,159,123	10,172,704
		\$21,550,381	\$21,594,062	\$2,874,709	(\$28,873)	\$2,874,710	(\$55,027)	\$24,396,217	24,413,745

CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of March 31, 2009

LIMITS ON TYPES OF SECURITIES	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	% Variance Policy Limits
Demand Deposits	100%	100%	1.17%	98.83%
Bank Time Deposits	25%	30%	22.78%	7.22%
U. S. Treasury Securities	80%	85%	8.33%	76.67%
U. S. Agency Securities	45%	50%	33.31%	16.69%
Investment Pools	45%	50%	34.41%	15.59%

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Available within 1 month	25%	50.16%	25.16%
Available within 3 months	33%	54.29%	21.29%
Available within 6 months	45%	71.10%	26.10%
Available within 1 year	60%	95.84%	35.84%
Available within 2 years	70%	100.00%	30.00%
Available within 3 years	80%	100.00%	20.00%
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	115.09	384.91

CITY OF SHERMAN, TX**Calculation of Weighted Average Maturity and Yield
As of March 31, 2009**

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank	<u>285,020</u>	<u>285,020</u>	0	0.09%	<u>1.17%</u>
	285,020	285,020			1.17%
Bank Time Deposits					
Certificate of Deposit 2.97% 4/29/09	2,556,464	2,556,464	29	3.00%	10.48%
Certificate of Deposit 1.5% 8/19/09	1,000,000	1,000,000	141	1.51%	4.10%
Certificate of Deposit 1.5% 10/29/09	1,000,000	1,000,000	212	1.51%	4.10%
Certificate of Deposit 1.65% 1/29/10	<u>1,000,000</u>	<u>1,000,000</u>	304	1.66%	<u>4.10%</u>
	5,556,464	5,556,464			22.78%
Investment Pools					
Tex-Pool	3,538,643	3,537,087	1	0.73%	14.50%
TexStar	<u>4,860,913</u>	<u>4,858,523</u>	1	0.73%	<u>19.92%</u>
	8,399,557	8,395,610			34.41%
Federal Securities and Notes					
FHLB 2.3% 4/15/2009	1,000,630	999,983	15	2.34%	4.10%
Treasury Note 4.875% 6/30/09	1,011,450	1,006,844	91	2.09%	4.13%
FNMA 5.125% 7/13/09	1,013,130	1,006,100	104	2.94%	4.12%
FHLB 5.25% 8/5/09	1,016,250	1,016,833	127	0.42%	4.17%
FHLMC 6.625% 9/15/09	1,078,224	1,079,622	168	0.49%	4.43%
Treasury Note 4.625% 11/15/09	1,025,270	1,026,279	229	0.42%	4.21%
FHLB Discount Note 0.7% 12/16/09	996,800	993,773	260	0.71%	4.07%
FHLB Discount Note 0.87% 1/26/10	999,380	999,590	301	0.92%	4.10%
FHLB 2.75% 3/12/10	1,016,880	1,015,737	346	1.09%	4.16%
FHLB 2.375% 4/30/10	<u>1,014,690</u>	<u>1,014,362</u>	395	1.05%	<u>4.16%</u>
	10,172,704	10,159,123			41.64%
TOTAL	<u>\$24,413,745</u>	<u>\$24,396,217</u>			<u>100.00%</u>

Weighted Average Maturity

Weighted Average Days to Maturity	115.09
Weighted Average Days to Maturity-Operating (ex.depository bank-checking)	116.45

Weighted Average Yield

Weighted Average Yield	1.28%
Weighted Average Yield - Operating (excluding depository bank-checking)	1.29%
Yield to Maturity of 180 day T-Bill at March 31, 2009	0.42%

CITY OF SHERMAN, TX
Market Value Analysis
As of March 31, 2009

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2008			\$21,594,062
<u>INVESTMENT ACTIVITY:</u>			
Purchases	10,200,267		
Maturities	(3,518,684)		
Net Changes in Market Price	<u>(63,849)</u>		
		6,617,734	
Bank and Pooled Investment Deposits/(Withdrawals) - Net		<u>(3,798,051)</u>	
ENDING VALUE - March 31, 2009			<u><u>\$24,413,745</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:

<u>BEGINNING VALUE - December 31, 2008</u>		
Market Value	\$21,594,062	
Book Value	\$21,550,381	
Ratio of Market Value to Book Value		100.20%
 <u>ENDING VALUE - March 31, 2009</u>		
Market Value	\$24,413,745	
Book Value	\$24,396,217	
Ratio of Market Value to Book Value		100.07%

CITY OF SHERMAN, TX
Quarter to Date Investment Transaction Report
As of March 31, 2009

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
01/14/2009	FHLB 5.25%	\$1,026,907	\$1,000,000	0.42%	08/05/2009
01/14/2009	FHLMC 6.625%	1,093,023	1,050,000	0.49%	09/15/2009
01/14/2009	Treasury Note 4.625%	1,035,000	1,000,000	0.42%	11/15/2009
01/23/2009	FHLB Discount Note 0.7%	993,642	1,000,000	0.71%	12/16/2009
01/26/2009	FHLB Discount Note 0.87%	999,500	1,000,000	0.92%	01/26/2010
01/29/2009	CD 2.975% Interest	18,995	18,995	3.00%	04/29/2009
01/29/2009	CD 1.5%	1,000,000	1,000,000	1.51%	10/29/2009
01/29/2009	CD 1.65%	1,000,000	1,000,000	1.66%	01/29/2010
02/20/2009	FHLB 2.75%	1,017,460	1,000,000	1.09%	03/12/2010
02/20/2009	FHLB 2.375%	1,015,740	1,000,000	1.05%	04/30/2010
03/19/2009	CD 1.5%	<u>1,000,000</u>	<u>1,000,000</u>	1.51%	08/19/2009
		\$10,200,267	\$10,068,995		

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>
01/29/2009	CD 2.47%	\$1,518,685	2.49%
01/12/2009	FHLMC 3.875%	1,000,000	4.32%
01/28/2009	FHLB 2.35	<u>1,000,000</u>	2.25%
	Total Maturities	\$3,518,685	

CITY OF SHERMAN, TX
CO Debt Proceeds
Investment Report Summary
March 31, 2009

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, 2009, investment book value was about \$4.1 million and had decreased by approximately \$900,000 from the previous quarter due to construction project payments. The City's investment portfolio includes an investment pool that strives to maintain a 100% net asset value.

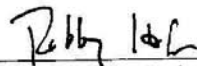
The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of March 31, 2009. The weighted-average maturity of the portfolio was 1 day at March 31, 2009.

The market value of the portfolio was 100.05% of book value as of March 31, 2009.

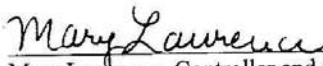
The portfolio yield of 0.73% at March 31, 2009 was higher than the benchmark yield on the 180-day T-Bill, which was 0.42%.

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, 2009

Investment	VALUES - December 31, 2008		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - March 31, 2009	
	Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change in Market Price	Book	Market
TEX-STAR	\$ 5,028,752	\$ 5,034,158	\$ (942,113)	\$ 8,354	\$ (942,113)	\$ 4,963	\$ 4,094,993	\$ 4,097,008

CITY OF SHERMAN, TX
CO Debt Proceeds
Comparison of Portfolio to Policy Limits
As of March 31, 2009

<u>LIMITS ON MATURITIES</u>	<u>Minimum Allowable Percentage of Portfolio</u>	<u>Actual Percentage of Portfolio</u>	<u>% Variance Policy Limits</u>
Cash Demands within 1 month	10%	100.00%	90.00%
Cash Demands within 3 months	14%	100.00%	85.96%
Cash Demands within 6 months	40%	100.00%	59.70%
Cash Demands within 1 year	77%	100.00%	23.34%
Cash Demands within 2 years	100%	100.00%	0.00%

	<u>Maximum Allowable</u>	<u>Actual Average Maturity</u>	<u>Policy Limit Days Available</u>
<u>Weighted Average Days to Maturity</u>	500	1.00	499.00

CITY OF SHERMAN, TX
CO Debt Proceeds
Calculation of Weighted Average Maturity and Yield
As of March 31, 2009

Investment Pool					
	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Tex-Star	\$ 4,097,008	\$ 4,094,993	1	0.73%	100.00%

Weighted Average Maturity	
Weighted Average Days to Maturity	1
Weighted Average Yield	
Weighted Average Yield	0.73%
Yield to Maturity of 180 day T-Bill at March 31, 2009	0.42%

CITY OF SHERMAN, TX
CO Debt Proceeds
Market Value Analysis
As of March 31, 2009

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2008	\$5,034,158
<u>INVESTMENT ACTIVITY:</u>	
Purchases	-
Maturities	-
Net Changes in Market Price	-
Pooled Investment Deposits/(Withdrawals) - Net	<u>(937,150)</u>
ENDING VALUE - March 31, 2009	<u><u>\$4,097,008</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - December 31, 2008</u>		
Market Value	\$5,034,158	
Book Value	\$5,028,752	
Ratio of Market Value to Book Value		100.11%
 <u>ENDING VALUE - March 31, 2009</u>		
Market Value	\$4,097,008	
Book Value	\$4,094,993	
Ratio of Market Value to Book Value		100.05%

CITY OF SHERMAN, TX
CO Debt Proceeds
Quarter To Date Investment Transaction Report
As of March 31, 2009

PURCHASES

There were no purchases during the period.

MATURITIES

There were no maturities during the period.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.4

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.5

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.6

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. D.7

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-4-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

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

06/17-18/09 - Budget Workshop in Council Chambers
06/19/09 - Long-Range Planning Workshop
09/07/09 - Labor Day / Called Council Meeting on 09/08/09