

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 20, 2009
5:00 P.M.**

- A.1** [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2** [PLEDGE OF ALLEGIANCE](#)
- A.3** [INVOCATION BY DEPUTY MAYOR CAROLYN S. WACKER](#)
- A.4** [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 6, 2009](#)

Proclamation

- A.5** [PROCLAMATION](#)
 “Equal Pay Day” – April 28, 2009

Public Hearing

- B.1** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5601](#)
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
- B.2** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5602](#)
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. Shelp Survey, Abstract No. 1097 (Harwell Investments, LLC dba JHR Investments, Owner; Sean Brownlee, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000
- B.3** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5603](#)
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

Close Public Hearing and Consider Adoption of Ordinances

B.4 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- a) 5601
- b) 5602
- c) 5603

B.5 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5351](#)

Authorizing Execution of an Interlocal Cooperation Agreement with the City of Denison for Recycling Services

C.2 [* 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

C.3 [* 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

C.4 [* 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

Change Order

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

Highland Avenue Water Main Replacement between McGee Street and Taylor Street; \$602.35, Increase

Other Business

D.2 [OTHER BUSINESS](#)

Receive Sherman Chamber of Commerce President Traci Carlson's Presentation on "Shop Sherman"

D.3 [OTHER BUSINESS](#)

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

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: 4-20-2009

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: 4-20-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Carolyn S. Wacker, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR CAROLYN S. WACKER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF APRIL 6, 2009

STATE OF TEXAS

§

April 6, 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 6, 2009.

MEMBERS PRESENT:

MAYOR BILL MAGERS.

COUNCIL MEMBERS ADAMI, HOWETH, SMITH, SOFTLY, STEELE.

MEMBERS ABSENT:

DEPUTY MAYOR CARY WACKER.

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:02 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Chip Adami.

Mayor Magers recognized Council Member Robert Softly on his 50th Wedding Anniversary last week.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 16, 2009. Council Member Steele moved to approve the Minutes as presented; Second by Council Member Adami. All present voted AYE.

MOTION CARRIED.

PROCLAMATIONS

"OCCUPATIONAL THERAPY MONTH" – APRIL 2009

Mayor Magers presented a proclamation designating April 2009 as "Occupational Therapy Month" to Diann Goodman, Occupational Therapist and Director of Therapy for First Texas Home Health, and Nicole Morgan, Occupational Therapist.

Ms. Goodman thanked the Mayor and City Council for the proclamation adding that occupational therapy has been in existence since World War II to help the returning Veterans to adapt to injuries that changed what they were able to do on the job. The therapy has expanded to help anyone that has a need to adjust to life as they live it.

"SEXUAL ASSAULT AWARENESS MONTH" – APRIL 2009

Council Member Howeth presented a proclamation designating April 2009 as "Sexual Assault Awareness Month" to Kathy Crenshaw, Crisis Center Executive Director.

Ms. Crenshaw thanked the Mayor and City Council saying the Crisis Center has been in operation for over 30 years and began as a rape crisis line manned by volunteers. Today the

CALL TO ORDER

APPROVE MINUTES

OCCUPATIONAL
THERAPY MONTH
APRIL 2009

SEXUAL ASSAULT
AWARENESS MONTH
APRIL 2009

Crisis Center serves over 800 people annually. She thanked the City Council and those in the community that continued to support the Crisis Center.

“NATIONAL LIBRARY WEEK” – APRIL 12-18, 2009

Council Member Adami presented a proclamation designating April 12 through 18, 2009 as “National Library Week” to Jacqueline Banfield, Library Services Administrator.

**NATIONAL LIBRARY
WEEK
APRIL 12-18, 2009**

Ms. Banfield confirmed that the dates of the events held at the Library in recognition of “National Library Week” will be listed on the City’s website. She thanked the Mayor and City Council for their support, interest, and concerns.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5595 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING AS ELECTED THE UNOPPOSED CANDIDATES FOR THE OFFICE OF MAYOR AND CITY COUNCIL MEMBER; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE MAY 9, 2009 REGULAR MUNICIPAL ELECTION FOR CITY COUNCIL SHALL NOT BE HELD; PROVIDING FOR POSTING OF THIS ORDINANCE ON ELECTION DAY, MAY 9, 2009; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

**ORD 5595
CANCEL ELECTION
CERTIFICATION OF
UNOPPOSED
CANDIDATES**

No citizens appeared before the City Council to discuss Ordinance 5595

Mayor Magers introduced Ordinance 5596 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF “CITY OF SHERMAN, TEXAS, LIMITED TAXNOTES, SERIES 2009”; SPECIFYING THE TERMS AND FEATURES OF SAID NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTES; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID NOTES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT / REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE.

**ORD 5596
ISSUE LIMITED
TAX NOTES FOR
PAYMENT WITH
AD VALOREM TAXES**

Garry Kimball, Managing Director, Specialized Public Finance, Inc.

Mr. Kimball, the City’s Financial Advisor, said they took bids this morning for \$5 million worth of combination Tax and Revenue Certificates of Obligation and \$3 million in Limited Tax Notes. The Certificates of Obligation drew eleven bids with the low bid at 3.98% true interest cost.

Mr. Kimball discussed the difference in a competitive sale and in using a negotiated sale and appointing an underwriter. With the large spread in interest rates, the City benefited by using a competitive sale. In a more stable market, a negotiated sale would typically result in a lower underwriting discount.

The interest rate for the Limited Tax Notes was 1.76% and was also better than expected.

Mr. Kimball introduced Kristen Savant, Fulbright & Jaworski, the City's Bond Counsel, who was available to answer any questions.

Mayor Magers asked for clarification on the bonds from Robby Hefton, Assistant City Manager. Mr. Hefton said the source of repayment on the short term Limited Tax Notes will be the street sales tax funds, but it will be secured by a pledge of ad valorem taxes.

The City has seen incredible pricing from vendors on the various projects, with some coming in more than 50% under budget. Because of that, the City is trying to do more projects quicker to take advantage of the favorable pricing.

The \$5 million Certificates of Obligation are Phase 2 of a City Council plan that was set in motion several years ago. The City is also receiving favorable pricing on these projects.

The third and final phase of the bond issuance is still to be determined but will probably be sooner than later to capture the savings on large projects such as Washington Street.

Mayor Magers asked Mr. Kimball if the rates were expected to remain low, but he said there was no way to predict the rates.

Mayor Magers recognized George Olson, City Manager, Mr. Hefton, and Mr. Kimball for staying abreast of the situation and trying to get the most for the money. The citizens approved a 1/8% sales tax to be used for road repair two year ago. This bond allows the City to borrow money on those sales tax dollars to repair the streets now while pricing is favorable. Plans were originally to get 16 miles of street repair, however the City will now get about 25 miles of street repair for the same money.

He complimented the staff on their management of the issue.

Eugene Lund, 1815 Sandra Drive

Mr. Lund asked about the capacity of the sales tax that has already been utilized before this amount is pledged against it. Mr. Hefton said the sales tax is not really a pledge against this revenue. This is an ad valorem tax pledge. Through the City's internal bookkeeping, money will come from the sales tax to make the debt service payment.

No other citizens appeared before the City Council to discuss Ordinance 5596.

Mayor Magers introduced Ordinance 5597 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2009"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT / REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE.

ORD 5597
TAX & WATERWORKS
& SEWER SYSTEM
REVENUE
CERTIFICATES OF
OBLIGATION

No citizens appeared before the City Council to discuss Ordinance 5597.

Mayor Magers introduced Ordinance 5598 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG PORTIONS OF WEST TEXAS STREET, NEAR ITS INTERSECTION WITH NORTH TRAVIS STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN.

ORD 5598
NO PARKING SIGNS
(W. TEXAS ST.)

No citizens appeared before the City Council to discuss Ordinance 5598.

Mayor Magers introduced Ordinance 5599 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 A PARKING LOT IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 4505 BREEZY MEADOWS LANE, BEING A PART OF LOT 3, BLOCK 1 OF THE REPLAT OF SEASONS WEST ADDITION, PHASE ONE FOR A TOTAL OF 0.509 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ISRAEL ALEMAN, SR., OWNER; UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5599
SUP FOR PARKING
LOT
(4505 BREEZY
MEADOWS LN.)

No citizens appeared before the City Council to discuss Ordinance 5599.

Mayor Magers introduced Ordinance 5600 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 TIRE SALES, MUFFLERS, AUTO UPHOLSTERY AND CONSIGNMENT AUTO / TRAILER SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1624 EAST LAMAR STREET, BEING A 75' X 150' LOT IN THE G.B. PILANT SURVEY, ABSTRACT NO. 96 FOR A TOTAL OF 0.59 ACRES (HERACLEO GRACIA, OWNER); 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 5600
SUP FOR AUTO TIRE
SALES
(1624 E. LAMAR ST.)

No citizens appeared before the City Council to discuss Ordinance 5600.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5595

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING AS ELECTED THE UNOPPOSED CANDIDATES FOR THE OFFICE OF MAYOR AND CITY COUNCIL MEMBER; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE MAY 9, 2009 REGULAR MUNICIPAL ELECTION FOR CITY COUNCIL SHALL NOT BE HELD; PROVIDING FOR POSTING OF THIS ORDINANCE ON ELECTION DAY, MAY 9, 2009; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

ORD 5595
CANCEL ELECTION
CERTIFICATION OF
UNOPPOSED
CANDIDATES

Mayor Magers said this is the first time the City of Sherman will be able to cancel their Election because of unopposed candidates. This will save the City about \$30,000 this year.

Ordinance 5596

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAXNOTES, SERIES 2009"; SPECIFYING THE TERMS AND FEATURES OF SAID NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTES; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID NOTES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT / REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE.

ORD 5596
ISSUE LIMITED
TAX NOTES FOR
PAYMENT WITH
AD VALOREM TAXES

Ordinance 5597

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2009"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT / REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE.

ORD 5597

**TAX & WATERWORKS
& SEWER SYSTEM
REVENUE
CERTIFICATES OF
OBLIGATION**

Ordinance 5598

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG PORTIONS OF WEST TEXAS STREET, NEAR ITS INTERSECTION WITH NORTH TRAVIS STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN.

ORD 5598

**NO PARKING SIGNS
(W. TEXAS ST.)**

Ordinance 5599

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 A PARKING LOT IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 4505 BREEZY MEADOWS LANE, BEING A PART OF LOT 3, BLOCK 1 OF THE REPLAT OF SEASONS WEST ADDITION, PHASE ONE FOR A TOTAL OF 0.509 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ISRAEL ALEMAN, SR., OWNER; UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5599

**SUP FOR PARKING
LOT
(4505 BREEZY
MEADOWS LN.)**

Ordinance 5600

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 TIRE SALES, MUFFLERS, AUTO UPHOLSTERY AND CONSIGNMENT AUTO / TRAILER SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1624 EAST LAMAR STREET, BEING A 75' X 150' LOT IN THE G.B. PILANT SURVEY, ABSTRACT NO. 96 FOR A TOTAL OF 0.59 ACRES (HERACLEO GRACIA, OWNER); PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT

ORD 5600

**SUP FOR AUTO TIRE
SALES
(1624 E. LAMAR ST.)**

TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance Nos. 5595, 5596, 5597, 5598, 5599, and 5600, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Smith asked to remove Item C-7 entitled "Resolution 5347 – Awarding a Bid to and Authorizing Execution of a Contract with R.K. Hall Construction, LTD. for the 2009 Street Mill and Overlay Program," from the Consent Agenda for consideration in its regular order of business.

Mr. Olson said Resolution 5343, 5344, and 5346 were all Capital Improvement Projects and one is a bond project. The projects were budgeted at about \$1.6 million but due to the competitive bids the City saved approximately 56%.

Council Member Adami moved to approve the Consent Agenda, with the exception of Item C-7, which will be considered in its regular order of business. Second by Council Member Smith. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5341 – SUPPORTING THE CREATION OF THE RED RIVER GROUNDWATER CONSERVATION DISTRICT FOR FANNIN AND GRAYSON COUNTIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE CREATION OF THE RED RIVER GROUNDWATER CONSERVATION DISTRICT FOR FANNIN AND GRAYSON COUNTIES.

Mayor Magers thanked Mr. Olson for working with representatives from Grayson and Fannin Counties to negotiate a Groundwater Conservation District.

Fannin County has 10% of the groundwater in the two counties but it amounts to 90% of their water while Sherman has about 50% of the groundwater in the two counties. The smaller municipalities also want a voice in the decisions.

Texas Commission on Environmental Quality has mandated a five county district to include Collin County, Denton County, Grayson County, Fannin County, and Cooke County.

Sherman's concern is to protect the groundwater, to keep the costs low, and to not join Collin and Denton Counties which are larger counties with more citizens and more representation.

CONSENT AGENDA

**RES 5341
RED RIVER
GROUNDWATER
CONSERVATION
DISTRICT**

The proposed board will include three members from Fannin County and four members from Grayson County. For Grayson County, the City of Sherman will have two representatives, the smaller municipal producers will have one representative and the rural water providers will have one representative. For Fannin County, the municipal water providers, the rural water suppliers, and the Fannin County Commissioner's Court will each have one representative.

It will take six votes to increase the rates, to move water out of the Groundwater District, or to pass a budget. It will also be a volunteer board.

Mayor Magers said groundwater is a critical issue for Sherman and he recognized Mr. Olson, the committee, and State Representative Larry Phillips for making it happen.

Mayor Magers said Deputy Mayor Wacker could not be at the meeting, however she had voiced her support for the Groundwater District as presented.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5341, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5342 – AUTHORIZING SUBMISSION OF AN APPLICATION FOR AND ACCEPTANCE OF A GRANT FOR THE SHERMAN POLICE DEPARTMENT UNDER THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICE'S HIRING RECOVERY PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR AND ACCEPTANCE OF A GRANT FOR THE SHERMAN POLICE DEPARTMENT UNDER THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICE'S HIRING RECOVERY PROGRAM.

RES 5342
POLICE DEPT.
GRANT

Council Member Smith verified that the approval would be just for submission of the application for the grant not for receiving the grant itself.

Tom Watt, Police Chief, said they are asking permission to submit an application and accept the grant if approved. The competitive grant would be to fill the four unfunded positions that were created in 2006 for the Traffic Safety Unit. After the 36 month period covered by the grant, the City would be required to maintain those positions for a 12 month period. Council Member Smith asked what happens after that 12 month period.

Chief Watt said the City would have the choice to reduce the force and not continue to fund that program, but his

recommendation would be to retain the four positions. He referenced the five-year plan that the staff has discussed for the infrastructure to keep up with the growth of Sherman.

Council Member Smith said when a committee was discussing the salary structure for police officers, that was discussed; however there was no money to fund those positions. While he supported the efforts, he felt that once the officers were hired, it would be hard to let them go without the feeling of "cutting the police force." He expressed concern that the funds would not be there in four years.

Chief Watt felt it was necessary to add the positions now and he felt he could easily justify keeping the four officers when the grant period and the 12-month additional period ended.

Mayor Magers said when it was originally discussed, the Traffic Safety Unit was supposed to be self-sufficient and generate enough income to pay for the salaries and the vehicles needed. He said in four years, if the grant is received and the officers added, the City should see additional revenue from the program to pay a significant amount of the cost of the program. Chief Watt said the program would also help reduce the fatality accidents in the community.

Council Member Adami said originally the program was expected to be self-sufficient. He asked if something had now changed. Chief Watt said for the period of time it was originally tracked, the program was self-sufficient. There has been no change in the program, however he focuses on the reduction in vehicle crashes. He added that he was now tracking the number of citations issued and the number of fatality accidents. At the time, there was no pressure on him to track the actual dollars, however he did feel comfortable in saying it was a self-sufficient unit.

Mr. Olson said the staff was asking to apply for a grant that will be awarded between August 1 and September 1, 2009. Before the grant is accepted, the staff would ask the Council's authorization to accept it. Mayor Magers asked for a report on what the grant would mean towards both safety and cost of the program.

Council Member Smith wanted to proceed with the application for the grant, however he was concerned about funding in the fourth year when the City would be responsible.

Council Member Howeth said four years from now, when the funding goes away, if the City doesn't have additional funding, could the positions be handled through attrition. Chief Watt said it would be a timing issue.

Mayor Magers verified that there are now 63 positions in the Police Department.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5342, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5343 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH UTILITY CONSTRUCTION SERVICES OF TEXAS INC. FOR REPLACEMENT OF THE OAK CREEK DRIVE WATER MAIN BETWEEN OAK CREEK CIRCLE AND ALPINE DRIVE

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 OAK CREEK DRIVE WATER MAIN BETWEEN OAK CREEK CIRCLE AND ALPINE DRIVE.

CONSENT AGENDA.

RES 5343
REPLACEMENT OF
OAK CREEK DR.
WATER MAIN

RESOLUTION NO. 5344 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH UTILITY CONSTRUCTION SERVICES OF TEXAS INC. FOR CONSTRUCTION OF THE FALLON DRIVE WATER MAIN FROM U.S. HIGHWAY 75 TO PECAN GROVE ROAD

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 CONSTRUCTION OF THE FALLON DRIVE WATER MAIN FROM U.S. HIGHWAY 75 TO PECAN GROVE ROAD.

CONSENT AGENDA.

RES 5344
CONSTRUCTION OF
FALLON DR. WATER
MAIN

RESOLUTION NO. 5345 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INC. FOR THE IMPROVEMENT OF TAYLOR STREET AT THE INTERSECTIONS OF CROCKETT STREET AND ALEXANDER STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INC. FOR THE IMPROVEMENT OF TAYLOR STREET AT THE INTERSECTIONS OF CROCKETT STREET AND ALEXANDER STREET.

RES 5345
TAYLOR ST.
IMPROVEMENTS

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5345, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5346 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GILCO CONTRACTING, INC. TO CONSTRUCT THE EXTENSION OF WEST CANYON CREEK DRIVE FROM SHADY OAKS LANE TO SILVERADO TRAIL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GILCO CONTRACTING, INC. TO CONSTRUCT THE EXTENSION OF WEST CANYON CREEK DRIVE FROM SHADY OAKS LANE TO SILVERADO TRAIL.
CONSENT AGENDA.

RES 5346
WEST CANYON CREEK
DR. EXTENSION

RESOLUTION NO. 5347 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH R.K. HALL CONSTRUCTION , LTD. FOR THE 2009 STREET MILL AND OVERLAY PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH R.K. HALL CONSTRUCTION, LTD. FOR THE 2009 STREET MILL AND OVERLAY PROGRAM.

RES 5347
STREET MILL &
OVERLAY PROGRAM

Council Member Smith asked to remove Item C-7 from the Consent Agenda for consideration in its regular order of business.

He verified that the information presented to the City Council included the additional nine miles of streets that will be completed due to savings from the construction costs and the financing program.

Jeff Miller, Director of Public Works, said the nine miles that were added include streets carrying heavy amounts of traffic and not just major thoroughfares. Council Member Smith asked how the staff determined which streets were added.

Mr. Miller said the staff discussed the flow of traffic through Sherman and which streets had the highest volume of traffic and would therefore be the best candidate for the improvements through both mill and overlay or rebuilding.

Council Member Smith congratulated the staff on a great job.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5347, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5348 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR THE PURCHASE OF AN ANNUAL

RES 5348
COVERSTONE FOR
SEAL COAT PROGRAM

SUPPLY OF COVER STONE FOR THE 2009 SEAL COAT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVER STONE FOR THE 2009 SEAL COAT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 5349 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARTIN ASPHALT COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2009 SEAL COAT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARTIN ASPHALT COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2009 SEAL COAT PROGRAM.

CONSENT AGENDA.

RES 5349
ASPHALT FOR
SEAL COAT PROGRAM

RESOLUTION NO. 5350 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH IMPACT PROMOTIONS, INC. D/B/A GOT YOU COVERED WORKWEAR UNIFORMS FOR AN ANNUAL SUPPLY OF UNIFORMS FOR POLICE DEPARTMENT PERSONNEL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH IMPACT PROMOTIONS, INC. D/B/A GOT YOU COVERED WORKWEAR UNIFORMS FOR AN ANNUAL SUPPLY OF UNIFORMS FOR POLICE DEPARTMENT PERSONNEL.

CONSENT AGENDA.

RES 5350
POLICE UNIFORMS

**CHANGE ORDER NO. 1
LUELLA 4 WOODBINE WATER WELL REPAIRS**

The City Council approved Change Order No. 1 which is a final closeout to adjust the final contract amount on repairs to the Luella 4 Woodbine Water Well.

CHANGE ORDER
WATER WELL
REPAIRS

After initiating repairs on the well, it continued to lose production. After discussion between the geologist, City staff and the well driller, it was decided to abandon efforts to restore the well capacity because the additional costs would be substantial and there was no guarantee that the well could be repaired to produce adequate quantities of water. Therefore, the repair project was ended and the well will be plugged.

The Change Order results in a net decrease of \$126,488 to the original contract amount of \$285,995, yielding a final contract price of \$159,508.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER CHANGING THE TWO-HOUR PARKING RESTRICTION TO A THREE-HOUR MAXIMUM ON THE DOWNTOWN SQUARE AND ITS ADJOINING STREETS

Mayor Magers introduced Robert Minshew to discuss parking around the Downtown Square and the adjoining streets.

Robert Minshew, 703 Birge

Mr. Minshew is the current President of Downtown Sherman Preservation and Revitalization, and he asked for help from the City Council. Several years ago the Council adopted two-hour parking limits in the Downtown area. The ticket for exceeding this limit was originally \$10 and is now \$28.

The original intent was to get the merchants that worked Downtown to park off the street and leave the parking for customers. There are over 2,000 people that work Downtown. However, the plan didn't work.

The Downtown workers have figured out when to move their vehicle to avoid a ticket for exceeding the two-hour limit. The enforcement officer must actually see someone moving the car to give them a ticket for evading the limit, and this just doesn't happen very often.

Mr. Minshew said primarily the only people getting tickets are visitors and shoppers to the Downtown area. The workers aren't getting tickets. Recently four men were checking out the facilities at Kelly Square to find out about holding a monthly meeting there for 30 people. When they left, each one had a \$28 ticket. They were so upset, they immediately went to Denison and set up plans to hold their monthly meeting there.

Council Member Smith asked Mr. Minshew if he had, at one time, sent a letter to the City about strictly enforcing the two-hour time limit. He said he did about a year ago to try and get the merchants to move to off-street parking. He succeeded in making the merchants mad at him.

Mr. Minshew said his request is modeled after the City of McKinney, who has found that three hours is generally long enough for visitors to shop and eat before they get a ticket.

He said the change won't effect anything for merchants. They will still park on the street and will still move their car every two or three hours. But it will help visitors to the City that don't know the system.

Mayor Magers did not feel that changing from two hours to three hours would solve the problem. He asked if parking meters would be more effective. Mr. Minshew said the change isn't intended to solve the problem with merchants parking Downtown. It is intended to quit punishing visitors with a \$28 ticket.

DOWNTOWN PARKING LIMITS

Mr. Olson said that as long as the Downtown employees continue to park on the street the City will have this problem. The staff will bring back an Ordinance to make the proposed changes in the Downtown area and along the route that the enforcement officer walks. The Council directed the staff to proceed with an Ordinance for consideration.

CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR 2009-2010

Mayor Magers said Deputy Mayor Wacker has advised that she will be unable to attend a meeting on April 30, 2009. Council Members discussed possible meeting times and dates.

ACTION TAKEN.

Motion by Council Member Adami to approve the Budget Calendar and to set a Called Meeting for Budget Planning for April 29, 2009. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

BUDGET CALENDAR

CONSIDERATION TO ORDINANCE NO. 2684, SECTION 26, SUBSECTION 12(B)(2)(c) FOR AN EXCEPTION TO ALLOW A LOT WITH 0.509 ACRES IN LIEU OF THE REQUIREMENT THAT THE MINIMUM AREA OF EACH LOT SHALL BE ONE ACRE AND SHALL HAVE ADJACENT TO THE REAR LOT LINE A DEDICATED ALLEY OR EASEMENT, EITHER FOR PRESENT OR FUTURE USE IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 4505 BREEZY MEADOWS LANE, BEING LOT 3, BLOCK 1 OF THE REPLAT OF SEASONS WEST ADDITION, PHASE ONE (ISRAEL ALEMAN, SR., OWNER; UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYORS)

The City Council approved the request of Israel Aleman, Sr. for an exception to allow a lot with 0.509 acres in lieu of the required one acre lot minimum and the requirement to have adjacent to the rear lot line a dedicated alley or easement, either for present or future use in an R-1 (One Family Residential) District on property located at 4505 Breezy Meadows Lane, being Lot 3, Block 1 of the Replat of the Seasons West Addition, Phase One.

The owner would like to replat the property into three lots, however this lot contains 0.509 acres, which is under the minimum lot area for a rural type subdivision. The Planning and Zoning Commission recommended approval of the exception.

CONSENT AGENDA.

**EXCEPTION FOR LOT SIZE
(4505 BREEZY MEADOWS LN.)**

REPLAT APPROVAL OF LOT 3, BLOCK 1 OF SEASONS WEST ADDITION, PHASE ONE AND 1.120 ACRES OUT OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; ISRAEL ALEMAN, SR., OWNER; UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYORS (4600 WEST HOUSTON

**APPROVAL OF REPLAT
SEASONS WEST ADDITION**

STREET, 4505 BREEZY MEADOWS LANE, AND 206 WINDY HILL ROAD)

The City Council approved the Replat of Lot 3, Block 1 of Seasons West Addition, Phase One and 1.120 acres in the Elizabeth Jones Survey, Abstract No. 625. The property is located at 4600 West Houston Street, 4505 Breezy Meadows Lane, and 206 Windy Hill Road, off of West Houston Street. The owner would like to replat the property into three lots.

The Planning and Zoning Commission recommended approval of the replat. The owner did not agree with the following requirements on the Staff Review Letter: that Lot 3C is being used as commercial and a zoning change is required, and that the use as commercial on the homeowners lot (5) needs to be removed or the homeowners association should request a zone change to commercial.

The Staff agreed a zone change was not required on Lot 3C since the business was operating at the time it was annexed into the City. It is an existing non-conforming use and when it "goes away" it cannot reopen as this use.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

AIRPORT ADVISORY BOARD (2)

ACTION TAKEN.

Motion by Council Member Adami to reappoint Luke Motley and Donald Makinson to the Airport Advisory Board for a term from February 21, 2009 to February 21, 2011. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

AIRPORT
ADVISORY BOARD

COUNCIL COMMENTS

GROUNDWATER CONSERVATION DISTRICT

Council Member Steele expressed his appreciation to the City staff for their work on the Groundwater Conservation District. He agreed with the Mayor's previous statement about it being one of the most important issues they have addressed. He also thanked State Representative Larry Phillips for his help.

GROUNDWATER
CONSERVATION
DISTRICT

STREET MILL AND OVERLAY

Council Member Steele said it was great that the Mill and Overlay Projects were under budget and that the City would be able to complete more improvements than was originally planned.

STREET MILL
& OVERLAY

REVERSE 911 SYSTEM

Council Member Smith received many comments from citizens that appreciated the Reverse 911 calls that were made to citizens during the inclement weather.

**REVERSE 911
SYSTEM**

GROUNDWATER CONSERVATION DISTRICT

Council Member Smith said the worse thing that could happen to Grayson County is to be tied in with Collin, Denton, Tarrant, or Dallas Counties in regards to water. He felt it would be a huge victory if the State approves the proposed district for Grayson and Fannin Counties.

**GROUNDWATER
CONSERVATION
DISTRICT**

RECOGNIZE WIFE

Council Member Smith recognized his wife who was in attendance at the meeting.

RECOGNIZE WIFE

GROUNDWATER CONSERVATION DISTRICT

Council Member Adami also gave kudos to Mr. Olson for his hard work on the Groundwater Conservation District.

**GROUNDWATER
CONSERVATION
DISTRICT**

ALCOHOL HEARING AT COUNTY

Council Member Adami thanked the staff for their recent efforts during an alcohol hearing before Grayson County Judge Drue Bynum. They did a great job illustrating the Council's concerns.

**ALCOHOL HEARING
AT COUNTY**

CONGRATULATIONS ON WEDDING ANNIVERSARY

Council Member Adami offered congratulations to Council Member Robert Softly on his 50th Wedding Anniversary, adding that it displays the right priorities for the younger generation. He thanked Council Member Softly for being a role model.

**CONGRATULATIONS
ON WEDDING
ANNIVERSARY**

GROUNDWATER CONSERVATION DISTRICT

Council Member Softly offered kudos to Mr. Olson and the staff for their hard work on the Groundwater Conservation District.

**GROUNDWATER
CONSERVATION
DISTRICT**

GROUNDWATER CONSERVATION DISTRICT

Council Member Howeth expressed her appreciation for the work on the Groundwater Conservation District, adding that she was glad to know she would never have to worry about water.

**GROUNDWATER
CONSERVATION
DISTRICT**

PROGRESS OF PARK PROJECTS

Mayor Magers said he recently spent several hours at Fairview Park and was pleased with the progress on the parks. He was amazed how many people use that park. When Center Street Park and Pecan Grove Park open, it will make a huge impact on the quality of life in Sherman.

**PROGRESS OF
PARK PROJECTS**

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

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE,

EXECUTIVE SESSION

VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE
WITH THE AUTHORITY CONTAINED IN THE FOLLOWING
SECTIONS.

SECTION 551.071 CONSULTATION WITH CITY
 ATTORNEY CONCERNING
 PENDING OR CONTEMPLATED
 LITIGATION:
 BEALL VS. CITY OF SHERMAN,
 TEXAS

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 6:07 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:33 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:33 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Final Sale Summary

April 6, 2009



City of Sherman, Texas

\$5,000,000

Tax & Waterworks & Sewer System (Limited Pledge)
Revenue Certificates of Obligation, Series 2009

\$3,000,000

Limited Tax Notes, Series 2009

Garry Kimball
Managing Director

Specialized Public Finance Inc.
406 West 13th Street
Austin, Texas 78701
512.275.7300



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES



\$5,000,000
CITY OF SHERMAN, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE)
REVENUE CERTIFICATES OF OBLIGATION, SERIES 2009

Scaled Bids Due Monday, April 6, 2009, at 9:30 AM, CDT

Bidder	True Interest Cost	Submitted Via
Morgan Keegan & Co., Inc.	3.980187%	Parity
Robert W. Baird & Co., Inc.	3.994281%	Parity
FTN Financial Capital Markets	4.057107%	Parity
SAMCO Capital Markets, Inc.	4.095865%	Parity
First Southwest Company	4.143784%	Parity
Southwest Securities, Inc.	4.144459%	Parity
Duncan-Williams, Inc.	4.191819%	Parity
Wachovia Securities, LLC	4.215641%	Parity
Sterne, Agee & Leach, Inc.	4.246990%	Parity
Hutchinson, Shockey, Erley & Co.	4.301450%	Parity
Mesirow Financial, Inc.	4.787044%	Parity



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

FINAL

City of Sherman, Texas

\$5,000,000 Tax & Waterworks & Sewer System (Limited Pledge)

Revenue Certificates of Obligation, Series 2009

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/30/2009	-	-	-	-	-
02/15/2010	-	-	165,198.89	165,198.89	-
08/15/2010	135,000.00	3.000%	94,700.00	229,700.00	-
09/30/2010	-	-	-	-	394,898.89
02/15/2011	-	-	92,675.00	92,675.00	-
08/15/2011	205,000.00	3.000%	92,675.00	297,675.00	-
09/30/2011	-	-	-	-	390,350.00
02/15/2012	-	-	89,600.00	89,600.00	-
08/15/2012	210,000.00	3.000%	89,600.00	299,600.00	-
09/30/2012	-	-	-	-	389,200.00
02/15/2013	-	-	86,450.00	86,450.00	-
08/15/2013	215,000.00	3.000%	86,450.00	301,450.00	-
09/30/2013	-	-	-	-	387,900.00
02/15/2014	-	-	83,225.00	83,225.00	-
08/15/2014	220,000.00	3.000%	83,225.00	303,225.00	-
09/30/2014	-	-	-	-	386,450.00
02/15/2015	-	-	79,925.00	79,925.00	-
08/15/2015	225,000.00	3.000%	79,925.00	304,925.00	-
09/30/2015	-	-	-	-	384,850.00
02/15/2016	-	-	76,550.00	76,550.00	-
08/15/2016	230,000.00	3.500%	76,550.00	306,550.00	-
09/30/2016	-	-	-	-	383,100.00
02/15/2017	-	-	72,525.00	72,525.00	-
08/15/2017	235,000.00	3.500%	72,525.00	307,525.00	-
09/30/2017	-	-	-	-	380,050.00
02/15/2018	-	-	68,412.50	68,412.50	-
08/15/2018	245,000.00	3.750%	68,412.50	313,412.50	-
09/30/2018	-	-	-	-	381,825.00
02/15/2019	-	-	63,818.75	63,818.75	-
08/15/2019	250,000.00	4.000%	63,818.75	313,818.75	-
09/30/2019	-	-	-	-	377,637.50
02/15/2020	-	-	58,818.75	58,818.75	-
08/15/2020	265,000.00	4.000%	58,818.75	323,818.75	-
09/30/2020	-	-	-	-	382,637.50
02/15/2021	-	-	53,518.75	53,518.75	-
08/15/2021	270,000.00	4.000%	53,518.75	323,518.75	-
09/30/2021	-	-	-	-	377,037.50
02/15/2022	-	-	48,118.75	48,118.75	-
08/15/2022	285,000.00	4.000%	48,118.75	333,118.75	-
09/30/2022	-	-	-	-	381,237.50

09 deals FINAL (4/6) | C/Os | 4/ 6/2009 | 10:24 AM

Specialized Public Finance Inc.
Austin, Texas

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FINAL

City of Sherman, Texas

\$5,000,000 Tax & Waterworks & Sewer System (Limited Pledge)

Revenue Certificates of Obligation, Series 2009

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2023	-	-	42,418.75	42,418.75	-
08/15/2023	295,000.00	4.000%	42,418.75	337,418.75	-
09/30/2023	-	-	-	-	379,837.50
02/15/2024	-	-	36,518.75	36,518.75	-
08/15/2024	305,000.00	4.125%	36,518.75	341,518.75	-
09/30/2024	-	-	-	-	378,037.50
02/15/2025	-	-	30,228.13	30,228.13	-
08/15/2025	320,000.00	4.125%	30,228.13	350,228.13	-
09/30/2025	-	-	-	-	380,456.26
02/15/2026	-	-	23,628.13	23,628.13	-
08/15/2026	335,000.00	4.300%	23,628.13	358,628.13	-
09/30/2026	-	-	-	-	382,256.26
02/15/2027	-	-	16,425.63	16,425.63	-
08/15/2027	240,000.00	4.300%	16,425.63	256,425.63	-
09/30/2027	-	-	-	-	272,851.26
02/15/2028	-	-	11,265.63	11,265.63	-
08/15/2028	250,000.00	4.375%	11,265.63	261,265.63	-
09/30/2028	-	-	-	-	272,531.26
02/15/2029	-	-	5,796.88	5,796.88	-
08/15/2029	265,000.00	4.375%	5,796.88	270,796.88	-
09/30/2029	-	-	-	-	276,593.76
Total	\$5,000,000.00	-	\$2,339,737.69	\$7,339,737.69	-

Yield Statistics

Accrued Interest from 04/01/2009 to 04/30/2009	15,257.22
Bond Year Dollars	\$57,888.33
Average Life	11.578 Years
Average Coupon	4.0418121%
Net Interest Cost (NIC)	4.0418121%
True Interest Cost (TIC)	3.9801871%
Bond Yield for Arbitrage Purposes	3.6700747%
All Inclusive Cost (AIC)	4.0994991%

IRS Form 8038

Net Interest Cost	3.9743984%
Weighted Average Maturity	11.472 Years

09 deals FINAL (4/6) | C/Os | 4/ 6/2009 | 10:24 AM

Specialized Public Finance Inc.
Austin, Texas

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\$3,000,000
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2009

Sealed Bids Due Monday, April 6, 2009, at 9:30 AM, CDT

Bidder	True Interest Cost	Submitted Via
UMB Bank N.A.	1.759912%	Parity
First Southwest Company	1.859137%	Parity
Morgan Keegan & Co., Inc.	1.949053%	Parity
Robert W. Baird & Co., Inc.	1.974778%	Parity
SAMCO Capital Markets	2.000517%	Parity
Southwest Securities, Inc.	2.059805%	Parity
Hutchinson, Shockey, Erley & Co.	2.150523%	Parity
Raymond James & Associates, Inc.	2.500812%	Parity
Mesirow Financial, Inc.	3.449263%	Parity



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

FINAL

City of Sherman, Texas

\$3,000,000 Limited Tax Notes, Series 2009

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/30/2009	-	-	-	-	-
08/15/2009	760,000.00	1.800%	20,086.97	780,086.97	-
09/30/2009	-	-	-	-	780,086.97
02/15/2010	-	-	20,142.50	20,142.50	-
08/15/2010	735,000.00	2.000%	20,142.50	755,142.50	-
09/30/2010	-	-	-	-	775,285.00
02/15/2011	-	-	12,792.50	12,792.50	-
08/15/2011	745,000.00	1.700%	12,792.50	757,792.50	-
09/30/2011	-	-	-	-	770,585.00
02/15/2012	-	-	6,460.00	6,460.00	-
08/15/2012	760,000.00	1.700%	6,460.00	766,460.00	-
09/30/2012	-	-	-	-	772,920.00
Total	\$3,000,000.00	-	\$98,876.97	\$3,098,876.97	-

Yield Statistics

Accrued Interest from 04/01/2009 to 04/30/2009	4,347.18
Bond Year Dollars	\$5,380.00
Average Life	1.793 Years
Average Coupon	1.8378619%
Net Interest Cost (NIC)	1.8378619%
True Interest Cost (TIC)	1.7599116%
Bond Yield for Arbitrage Purposes	3.6700747%
All Inclusive Cost (AIC)	2.5690860%
IRS Form 8038	
Net Interest Cost	1.5178670%
Weighted Average Maturity	1.792 Years

09 deals FINAL (4/6) | Notes | 4: 6/2009 | 10:18 AM

2009 STREET MILL AND OVERLAY

City of Sherman

MILL AND OVERLAY

- Take advantage of current construction cost
- Accelerate schedule
 - Complete all thoroughfare streets
 - Improve other highly traveled streets
- Invest now as a hedge against future construction cost



MILL AND OVERLAY

- **Take advantage of current construction cost**
- **Accelerate schedule**
 - * **Complete all thoroughfare streets**
 - * **Improve other highly traveled streets**
- **Invest now as a hedge against future construction cost**



Complete Thoroughfare Enhancement

Street	From	To	Length	Width	Sq. Yds.
Washington	Woods	McKown	3151	27	9453
Washington	McKown	1417	3966	27	11898
Taylor	Texoma Pkwy.	Independence	1760	41	8018
Taylor	Independence	75	377	53	2220
Grand	Lamar	Bridge	5675	60	37833
Grand	Bridge	Texoma Pkwy	2464	41	11225
Grand	Lamar	Cherry	645	60	4300
Grand	Cherry	Odneal	1675	33	6142
Lamberth	75	1417	9872	27	29616
Lamberth	Loy Lake	75	1071	28	3332
Ricketts	Taylor	Lamberth	2355	31	8112
Leslie	Dewey	City Limits	2276	27	6828
Travis	Lamar	Park	6608	39	28635
Travis	Park	City Limits	3569	44	17448
Taylor	Travis	Ricketts	10230	34	38647
Center	75	Holly	2980	35	11589
Woods	Washington	Lamar	2370	25	6583
Woods	Beldon	Taylor	2132	25	5922

New Candidates for Mill and Overlay

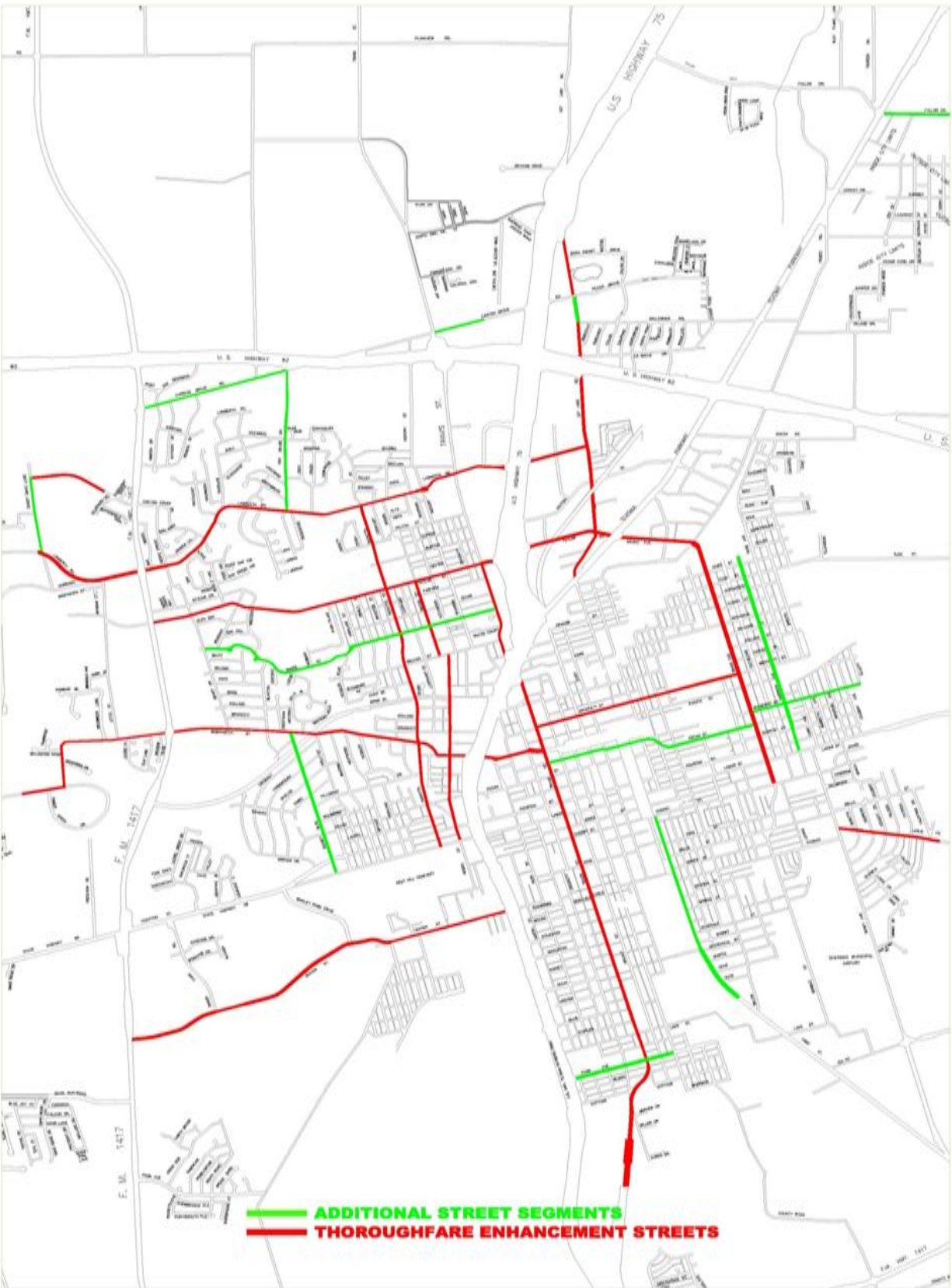
250,655

Park	75	Crockett	1300	24	3467
Park	Crockett	Montgomery	1240	61	8404
Shady Oaks	Lamberth	Canyon Creek	2000	20	4444
Harrison	Lewis	Lamar	5600	28	17422
McGee	Travis	Grant	7954	30	26513
Fallon Dr.	Texoma Pkwy.	End of Street	3230	37	13279
Sunset	Lamar	Washington	3995	27	11985
Mulberry	Grand	High School	2702	27	8106
Rex Cruise	Lamberth	82	3963	24	10568
Canyon Grove	Travis	Wal Mart Parking Lot	1250	25	3472
Cypress Grove	1417	Rex Cruise	3718	25	10328
First	Olive	Cherry	4900	34	18511
Mulberry/Pecan	Travis	East	1400	35	5444
Mulberry/Pecan	East	Willow	1860	45	9300
Mulberry/Pecan	Willow	Grand	1960	32	6969

158,213

Grand Total

408,869





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. A.5

PROCLAMATION **“Equal Pay Day” – April 28, 2009**

Issue

To present a proclamation designating April 28, 2009 as “Equal Pay Day” in the City of Sherman

Background

Each year, the Business & Professional Women (B&PW) recognize “Equal Pay Day,” which symbolizes the time in the next year in which the wages paid to American women catch up to the wages paid to men from the previous year.

Origination

The request for this proclamation originated with the B&PW.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming “Equal Pay Day” in the City of Sherman on April 28, 2009.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “Equal Pay Day” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

- WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials, and
- WHEREAS, according to statistics released in 2006 the average *weekly* wage for full-time working women was only 86% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity, and
- WHEREAS, if women received the same salary as men who work the same number of hours, have the same education or union status, are the same ages, and live in the same region of the country, then these women's annual family income would rise by \$4,000, and poverty rates would be cut in half, and
- WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics, women earn less in every occupational classification for which enough data is available, including occupations dominated by women, such as cashiers, retail sales, registered nurses and teachers, and
- WHEREAS, higher education is not free from wage discrimination according to a U.S. Department of Education analysis, reporting that, after controlling for rank, age, credentials, field of study and other factors, full-time female faculty members earn nearly 9% less than their male counterparts, and
- WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated \$700,000 in lost wages, impacting Social Security benefits and pensions, and
- WHEREAS, fair pay equity policies can be implemented simply and without undue costs or hardship in both the public and private sectors, and
- WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy, and
- WHEREAS, Tuesday, April 28th symbolizes the time in the next year in which the wages paid to American women catch up to the wages paid to men from the previous year and Sherman Business and Professional Women's Club fully supports equal pay.
- NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 28, 2009

EQUAL PAY DAY

in the City of Sherman and urge all citizens to recognize the full value of women's skills and significant contributions to the labor force, and further encourage businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

39 ~~WHEREAS~~ WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 28th day of April, 2009.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5601

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

Issue

Providing for three-hour parking in portions of the Central Business District (CBD) and receiving public comments

Background

On behalf of Downtown Sherman Presentation & Revitalization, Inc., President Robert Minshew has requested that the City Council change two-hour parking to three-hour parking on select downtown streets (see the attached map). Mr. Minshew's stated reason for requesting the change is to assure that downtown business customers have adequate time to visit/shop in the downtown area. This parking change would affect only certain street segments in the Central Business District as recommended by the Police Department.

Origination

Robert Minshew, President of Downtown Sherman Preservation & Revitalization, Inc.

Financial Consideration

It is estimated that 126 "2-Hour Parking" signs would have to be changed. The changes are relatively simply, involving putting a "3" over the "2". One or two days of Street Department labor would be involved.

Staff Recommendation

Change two-hour parking to three-hour parking on the streets identified in the proposed ordinance and on the attached map.

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5601 and Location Map

Ordinance Nos. 5505 and 3606

Minshew/DSP&R Correspondence and Minutes

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman City Council ("City Council") recognizes the importance of Sherman's Central Business District ("District") and the value of a vibrant downtown to the community; and

WHEREAS, the City Council of the City of Sherman is of the opinion that it is in the best interest of the citizens of the City to limit on-street parking in portions of the District to three hours, except for vehicles then and there being operated by or for the transportation of a person with a physical disability as defined by Texas Transportation Code § 681.001 as it may be amended and there is displayed on the vehicle special license plates issued under Texas Transportation Code § 502.253, 504.201 or 504.202 as may be amended, or placed on the rearview mirror of the vehicle's front windshield a disabled parking placard, as defined by Texas Transportation Code § 681.002, as it may be amended;

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

SECTION 1. That Ordinance No. 5505, adopted by the City Council of the City of Sherman, Texas, on December 17, 2007, be and is hereby repealed in its entirety.

SECTION 2. That Ordinance No. 3606, adopted by the City Council of the City of Sherman, Texas, on October 4, 1982, be amended at Section 2 and that Chapter 12, "Traffic and Vehicles", Article 12.04, "Stopping, Standing and Parking", Section 12.04.010 be and is hereby amended so that such section shall read as follows:

Sec. 12.04.010 Two and Three hour parking permitted

(a) ~~Locations designated. It shall be unlawful for any person to permit a vehicle under his/her control to remain in a parking space marked and dedicated on the streets of the City of Sherman for parking in excess of two (2) hours at the following described locations:~~

(a) It shall be unlawful for any person to permit a vehicle under his control to remain in a parking space marked and dedicated on the streets of the city for parallel or angle parking in excess of two (2) hours at *the following described* locations: ~~maintained on file in the office of the city clerk.~~

Beginning at a point at the intersection of the north line of Washington Street and the west line of Elm Street;

Thence, easterly with the north line of Washington Street to the east line of Walnut Street;

Thence, southerly with the east line of Walnut Street to a point in the south line of Jones Street, said point being the southeast corner of Walnut Street and Jones Street;

Thence, in a westerly direction along the south line of Jones Street to the west right-of-way line of Elm Street, said point maintaining the southwest corner of Elm Street and Jones Street;

Thence, in a northerly direction along the west right-of-way line of Elm Street, to the north right-of-way line of Lamar Street;

Thence, in a westerly direction along the north right-of-way line of Lamar Street, to a point that intersects the extension of the west line of Elm Street, continuing in a northerly direction along the west line of Elm Street to the north right-of-way line of Houston Street;

Thence, westerly along the north line of Houston Street, approximately one hundred (100) feet, to the west right-of-way line of an alley, sometimes known as Elm Street;

Thence, in a northerly direction along the west right-of-way line of the above-mentioned alley to the south right-of-way line of Laurel Street;

Thence, easterly approximately one hundred (100) feet, to the west right-of-way line of the above-mentioned alley to the south right-of-way line of Elm Street;

Thence, in a westerly direction along the north right-of-way line of Elm Street to the north right-of-way line of Pecan Street;

Thence, in a westerly direction along the north right-of-way line of Pecan Street to the west right-of-way line of Elm Street;

Thence, in a northerly direction along the west right-of-way line of Elm Street to the north right-of-way line of Washington Street and the place of beginning.

SAVE AND EXCEPT the following described portion of the Sherman Police Department's meter maid route, which shall be designated three (3) hour parking:

Crockett Street, east and west sides, from the 100 block north to the 200 block south

Travis Street, east and west sides, from the 300 block north to the 200 block south

Mulberry Street, north and south sides of the 100 block east, Travis Street to Walnut Street

Pecan Street, north and south sides, from the 100 block east to the 100 block west

Wall Street, north and south sides, from the 100 block east to the 100 block west

Houston Street, north and south sides, from the 100 block east to the 200 block west

Lamar Street, north and south sides, from the 100 block east to the 200 block west

Jones Street, north and south sides, from the 100 block east to the 100 block west

~~(b) — Except as stated in subsection (a) it shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his name or owned or operated by him or in his possession or under his control to be or remain in any space or area in the parking spaces on the streets of the city for more than two (2) hours from 8:00 a.m. to 6:00 p.m., Monday through Saturday, except on legal holidays.~~

(b) From 8:00 a.m. until 5:00 p.m., within the areas designated in subsection (a), it shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his name or operated by him or in his possession or under his control to be or remain in any space or area in the parking spaces on the streets of the City in excess of the parking time limitations as designated in subsection (a).

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

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

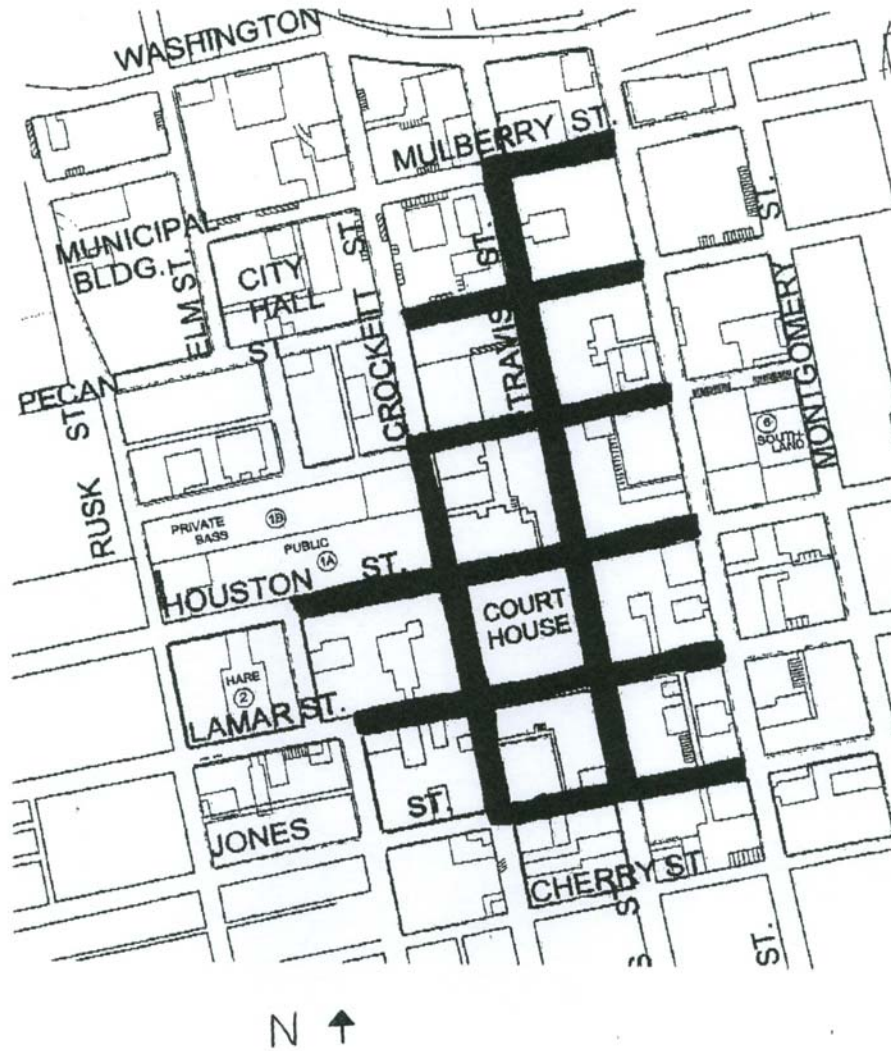
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

CENTRAL BUSINESS DISTRICT PARKING CHANGE-2 HOUR TO 3 HOUR



Two permanent "Fifteen Min. Parking Only" signs along the south side of Houston St.

ORDINANCE NO. 5505

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR TWO (2) PERMANENT "FIFTEEN MINUTE PARKING ONLY" SIGNS ALONG THE SOUTH SIDE OF HOUSTON STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, two (2) permanent "FIFTEEN MINUTE PARKING ONLY" signs shall be in place at the following location within the corporate limits of the City of Sherman:

Along the South side of Houston Street at the Sherman Tourism Office (the first two stalls east of Travis Street); as shown by location map attached hereto and incorporated herein for all purposes as Exhibit "A."

SECTION 2. That the Director of Public Services is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the "FIFTEEN MINUTE PARKING ONLY" signs herein authorized, it shall be unlawful for any motorist to park a vehicle more than 15 minutes in such area designated as a "FIFTEEN MINUTE PARKING ONLY" zone. Violators of this ordinance shall be subject to fine as provided in Section 1.01.006 of the Code of Ordinances of the City of Sherman, Texas.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

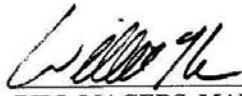
SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the 17th day of December, 2007.

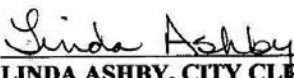
ADOPTED on this the 17th day of December, 2007.

EFFECTIVE DATE on this the 17th day of December, 2007.

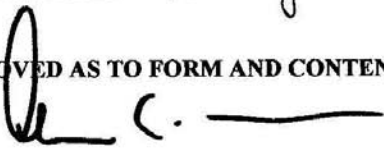
CITY OF SHERMAN, TEXAS

BY: 
BILL MAGERS, MAYOR

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:


BY: DOREEN E. MCGOOKEY,
CITY ATTORNEY

ORDINANCE NO. 3606

AN ORDINANCE OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 29 OF THE CODE OF ORDINANCES ENTITLED "TRAFFIC" BY REVISING SECTIONS 29-80 AND 29-81 CONCERNING ONE HOUR AND TWO HOUR PARKING RESTRICTIONS; PROVIDING A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Section 29-81 of the Code of Ordinances be amended so that such section shall read as follows:

Section 29-80. Suspension of metered parking on city streets.

(a) Ordered. Metered parking on the streets of Sherman is suspended.

(b) One-hour parking permitted. It shall be unlawful for any person to permit a vehicle under his control to remain in a parking space marked and dedicated on the streets of the City of Sherman for parallel and angle parking in excess of one hour at the following described locations:

First Location

Beginning at a point on the north right-of-way line of Mulberry Street at its intersection with the west right-of-way line on Crockett Street;

Thence, east at the north right-of-way line of Mulberry Street to a point that intersects the east right-of-way line of Travis Street;

Thence, south with the east right-of-way line of Travis Street to a point that intersects the south right-of-way line of Jones Street;

Thence, west with the south right-of-way line of Jones Street to a point that intersects the west right-of-way line of Crockett Street;

Thence, north with the west right-of-way line of Crockett Street to a point that intersects the north right-of-way line of Mulberry Street and being the place of beginning.

Second Location

Beginning at the intersection of the north line of Lamar Street and the east line of Travis Street, said point maintaining the northeast corner of the intersection of Lamar and Travis Street;

Thence, in an easterly direction along the north right-of-way line of Lamar Street to a point in the west right-of-way line of Walnut Street, said point maintaining the northwest corner of the intersection of Walnut and Lamar Streets;

Thence, in a southerly direction parallel to the west right-of-way line of Walnut Street to the South line of Lamar Street, said point maintaining the southwest corner of the intersection of Lamar and Walnut Streets;

Thence, in a westerly direction along and parallel to the south right-of-way line of Lamar Street to a point on the east right-of-way line of Travis Street, said point maintaining the southeast intersection of Lamar and Travis Streets;

Thence, in a northerly direction along and parallel to the east right-of-way line of Travis Street to a point on the north right-of-way line of both Lamar Street and the place of beginning.

(c) Overtime parking; penalty. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle in his possession or under his control to be or remain in any space or area in the parking spaces on the streets of the City of Sherman for more than one hour from 8:00 a.m. to 6:00 p.m., Monday through Saturday, except on legal holidays, and said person shall be subject to fine of three dollars (\$3.00) for each hour or part thereof over one hour. The above three-dollar fine for overtime parking shall be applicable to vehicles parked in designated street parking spaces. Vehicles parked in city public parking lots in violation of the time limitation applicable to each lot, shall be subject to a fine of one dollar (\$1.00) for each hour or part thereof over the time allowed.

(d) Evasion of provision, penalty. It shall be unlawful and an offense for any person in any manner to attempt to evade provisions of this section by the movement of his vehicle or destroying marks thereon or in any other manner and any person violating the provisions of this offense shall be fined not less than ten dollars (\$10.00) or more than two hundred dollars (\$200.00).

(e) Provisions inapplicable to metered parking lots. The provisions of this section shall not affect any metered public parking lot and shall be effective

only on the streets and parking spaces where metered parking has been suspended.

SECTION 2. That Section 29-81 of the Code of Ordinances be amended so that such section read as follows:

Section 29-81. Two-hour parking permitted.

(a) Locations designated. It shall be unlawful for any person to permit a vehicle under his/her control to remain in a parking space marked and dedicated on the streets of the City of Sherman for parking in excess of two (2) hours at the following described locations:

Beginning at a point at the intersection of the north line of Washington Street and the west line of Elm Street;

Thence, easterly with the north line of Washington Street to the east line of Walnut Street;

Thence, southerly with the east line of Walnut Street to a point in the south line of Jones Street, said point being the southeast corner of Walnut Street and Jones Street;

Thence, in a westerly direction along the south line of Jones Street to the west right-of-way line of Elm Street, said point maintaining the southwest corner of Elm Street and Jones Street;

Thence, in a northerly direction along the west right-of-way line of Elm Street, to the north right-of-way line of Lamar Street;

Thence, in a westerly direction along the north right-of-way line of Lamar Street, to a point that intersects the extension of the west line of Elm Street, continuing in a northerly direction along the west line of Elm Street to the north right-of-way line of Houston Street;

Thence, westerly along the north line of Houston Street, approximately one hundred (100) feet, to the west right-of-way line of an alley, sometimes known as Elm Street;

Thence, in a northerly direction along the west right-of-way line of the above-mentioned alley to the south right-of-way line of Laurel Street;

Thence, easterly approximately one hundred (100)

feet, to the west right-of-way line of the above-mentioned alley to the south right-of-way line of Elm Street;

Thence, in a westerly direction along the north right-of-way line of Elm Street to the north right-of-way line of Pecan Street;

Thence, in a westerly direction along the north right-of-way line of Pecan Street, to the west right-of-way line of Elm Street;

Thence, in a northerly direction along the west right-of-way line of Elm Street to the north right-of-way line of Washington Street, and the place of beginning.

Save and except the following described portion of Lamar Street which shall be designated one hour parking:

Beginning at a point at the intersection of the north line of Lamar Street and the east line of Travis Street, said point maintaining the northeast corner of the intersection of Lamar and Travis Street;

Thence, in an easterly direction along the north right-of-way line of Lamar Street to a point in the west right-of-way line of Walnut Street, said point maintaining the northwest corner of the intersection of Walnut and Lamar Streets;

Thence, in a southerly direction parallel to the west right-of-way line of Walnut Street to the South line of Lamar Street, said point maintaining the southwest corner of the intersection of Lamar and Walnut Street;

Thence in a westerly direction along and parallel to the south right-of-way line of Lamar Street to a point on the east right-of-way line of Travis Street, said point maintaining the southeast intersection of Lamar and Travis Streets;

Thence, in a northerly direction along and parallel to the east right-of-way line of Travis Street to a point on the north right-of-way line of both Lamar Street and the place of beginning.

(b) Overtime parking; penalty. Any person violating the two-hour parking limitation specified in (a) above shall be subject to fine of three dollars (\$3.00) for each hour or part thereof over the two hours allowed herein.

(c) Evasion of provisions; penalty; It shall be unlawful and an offense for any person in any manner to attempt to evade provisions of this section by the movement of his vehicle or destroying marks thereon or in any other manner and any person violating the provisions of this offense shall be fined not less than ten dollars (\$10.00) or more than two hundred dollars (\$200.00).

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

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

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

PASSED AND APPROVED:

1st reading 20th day of September, 1982.

2nd reading 4th day of October, 1982.



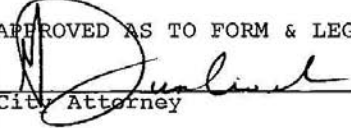
MAYOR

ATTEST:



City Clerk

APPROVED AS TO FORM & LEGALITY:



City Attorney

DOWNTOWN SHERMAN REVITALIZATION & PRESERVATION, INC.

P. O. BOX 2054
SHERMAN, TEXAS 75091-2054

March 5, 2009

Via Facsimile: (903) 892-7355

Mr. George Olson
CITY MANAGER
P.O. Box 1106
Sherman, Texas 75091

Dear George:

I appreciate your talking to me recently about the problems that we are continually experiencing in Downtown Sherman by offending our guests with the two (2) hour Parking Ordinance. The employees in the downtown businesses have figured out years ago how to "beat the system." They simply move their cars at their 10:00 a.m. coffee break, again at 12:00 p.m., again at the 3:00 p.m. coffee break and then go home at 5:00 p.m. In effect, employees are just not getting any tickets even though they fill up the parking places so that the two (2) hour Ordinance has not achieved anything with regard to its intended purpose. All it has done is create a public relations nightmare for all the Downtown Merchants who have to deal with irate out-of-town customers who get caught by the two (2) hour rule.

The City of Sherman recently lost a monthly meeting of forty (40) out-of-towners who wanted to come to Kelly Square for a monthly luncheon and meeting but the four (4) member committee who made the selection upon leaving Kelly Square all had \$28.00 tickets. They got so mad that they left and went to Denison and made arrangements to meet there. There is nothing constructive about punishing our out-of-town visitors who get caught by a system that is not doing anything to prevent downtown employees from parking on the street.

The Downtown Sherman Preservation and Revitalization Organization discussed this thoroughly at our meeting of March 2, 2009, and unanimously passed a resolution, a copy of which is attached. So you will see the full picture, I am enclosing a copy of the Minutes from the March 2nd meeting and a separate copy of the Resolution itself.

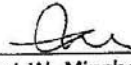
George, the City of McKinney figured out a long time ago that out-of-town visitors, especially, need three (3) hours to do any shopping and eating on the same visit. That is why they have a three (3) hour downtown Parking Ordinance. I think we can learn

George Olson
March 5, 2009
Page 2

something from the success of McKinney's downtown and hopefully the Council will see fit to make this change as soon as possible.

Very truly yours,

Downtown Sherman Preservation
and Revitalization, Inc.

By: 

Robert W. Minshew, President

P.S. Since you do not have a City Attorney at this time I would be glad to draft a proposed Ordinance without charge should you need my assistance.

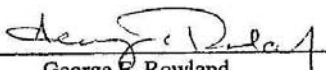
RWM/th
Enclosures—as stated



BE IT RESOLVED THAT, the members of Downtown Sherman Preservation and Revitalization at a regularly called meeting on March 2, 2009 at which a quorum was present, recommends that the present two hour parking restriction on the square and adjoining streets be changed to a three hour maximum.

BE IT FURTHER RESOLVED THAT, the two spaces on Houston Street adjacent to the former tourism center that are now marked for fifteen minute parking also be changed to a three hour maximum.

I, George E. Rowland, Secretary of Downtown Sherman Preservation and Revitalization do certify that the above is a true and correct copy of the resolution from the March 2, 2009 minutes.


George E. Rowland



**Minutes
Downtown Sherman Preservation and Revitalization
Heart of Sherman
March 2, 2009**

Place: Kellys Square

Attendance: John Arriazola, Dave Brown, Ed Burkette, Carla Carlson Traci Carlson, James Johnson, Ruth Gray, Ivert Mayhugh, Jeanette Mayhugh, Robert Minshew, Shawnda Raines, George Rowland, Amy Hoffman-Shehan

The meeting was called to order at 12:20 p.m. by President Bob Minshew. Minutes for the February 2, 2009 meeting were approved with a motion by Dave Brown and a second by James Johnson.

Bob introduced Ruth Gray from the City of Sherman. Ruth and Shawnda are responsible for the Tourism activities for the city.

Bob reported on the recent meeting with Ruth Gray and Robby Hefton of the city. Dave Brown and George Rowland also represented DSP&R. The purpose of the meeting was to understand the city's plans for tourism so that DSP&R can coordinate their activities accordingly.

Carla Carlson informed members of her store that sells lady's handbags and other accessories. She is currently operating at Travis Lofts, but is looking for larger space in the downtown area.

Ed Burkett presented the Treasure's report. The current bank balance is \$2,815.90. A few checks have cleared for past payments. There have been only minor expenditures in the last month. A number of membership payments have been received recently.

A motion was made by Dave Brown and seconded by John Arriazola that the financial report be accepted as presented. The motion passed unanimously. It was mentioned that DSP&R need to secure additional memberships. In years past, the memberships were over 100 members.

Bob mentioned that the Christmas parade may be handled by the Chamber of Commerce. Deron Mc Craw, Bob and George will meet with the Chamber this week to discuss possibilities.

Bob described the problems with the present two hour parking restriction for the square and adjoining streets. A number of visitors have received \$28.00 tickets for overstaying the time limit. Some of the merchants have paid these parking tickets for the visitors, who were upset when receiving them. The problem of downtown employees that park and move their cars regularly to avoid tickets continues. It was requested that a resolution be presented to the city to change the time limit to three hours. A motion by Amy Hoffman-Sheehan with a second by Jeanette Mayhugh was approved unanimously that the following resolution be presented to the city:

BE IT RESOLVED THAT, the members of Downtown Sherman Preservation and Revitalization at a regularly called meeting on March 2, 2009 at which a quorum was present, recommends that the present two hour parking restriction on the square and adjoining streets be changed to a three hour maximum.

BE IT FURTHER RESOLVED THAT, the two spaces on Houston Street adjacent to the former tourism center that are now marked for fifteen minute parking also be changed to a three hour maximum.

It was discussed that additional parking is needed for the downtown area, particularly in the North West area. A motion by Ivert Mayhugh and John Arriazola was approved unanimously for the following resolution:

BE IT RESOLVED THAT, the Board of Directors for Downtown Sherman Preservation and Revitalization and Heart of Sherman at a regularly called meeting on March 2, 2009 at which a quorum was present, authorizes the President, Robert Minshew, to negotiate purchases of vacant properties in the downtown area and if unsuccessful with the owners, then to pursue condemnation by eminent domain from the City of Sherman for the purpose of establishing addition parking facilities.

The City has become work on improving the planter boxes around the square and adjacent streets. When completed and planted, this will be a significant improvement.

Bob volunteered to write a "letter to the editor" expressing appreciation on behalf of Downtown Sherman Preservation and Revitalization for the improvements now being made by the city.

George Rowland spoke on behalf on Tom Nuckols, who was unable to attend the meeting. Tom requests that consideration be given to formulating long-range

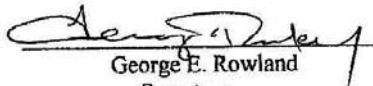
plans for Downtown Sherman Preservation and Revitalization. Tom also recommends that a membership drive be initiated. The Bell Fontana Spa will sponsor a Candidate's night for city council members to interact with the public in April.

Amy reported on the Earth Day Program that will be held on April 18 at the Municipal Building.

The American Bank has requested that a resolution be approved to revoke the signatures of past officers on the bank account. A motion by John Arriazola with a second by Dave Brown was approved unanimously that the following resolution be present to American Bank.

BE IT RESOLVED THAT, the Board of Directors for Downtown Sherman Preservation and Revitalization and Heart of Sherman at a regularly called meeting on March 2, 2009 at which a quorum was present, revokes the authority of former officers, Debbie Sartin and Shannon Scoggins, to sign checks and authorize payments for the organization.

The next meeting will be at noon on April 6 at Kelly's Square. The meeting adjourned at 1:15 pm.


George E. Rowland
Secretary

March 3, 2009
Date



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5602

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. Shelp Survey, Abstract No. 1097 (Harwell Investments, LLC dba JHR Investments, Owner; Sean Brownlee, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider the request of Harwell Investments, LLC dba JHR Investments (Owner) and Sean Brownlee (Representative) concerning the property located at 5631 Texoma Parkway, being a part of a 1.72 acre tract in the D.C. Shelp Survey, Abstract No. 1097, to allow automobile sales in a C-2 (General Commercial) District

Background

The property is located at 5631 Texoma Parkway between Fallon Drive and Woodlake Road. The business is part of a Retail Strip Center.

Origination

Harwell Investments, LLC dba JHR Investments (Owner) and Sean Brownlee (Representative)

Board Recommendation

At the March 17, 2009 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments:

Ordinance No. 5602

Location Map

Photograph

Site Plan

P&Z Communication Form

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 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 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 BROWNLIE, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Harwell Investments, LLC dba JHR Investments (Owner) and Sean Brownlee (Representative) are granted a Specific Use Permit to allow automobile sales in a C-2 (General Commercial) District, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the D.C. Shelp Survey, Abstract No. 1097, also being that called 1.724 acre tract of land conveyed to H. Lee Castillo and wife, Linda Castillo by deed recorded in Volume 2132, Page 408, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

BEGINNING at a ½" steel rod set at the most northerly corner of said 1.724 acre tract;

THENCE South 00°16'00" West with the east line of said 1.724 acre tract, a distance of 542.89 feet to a set ½" steel rod at the southeast corner of said 1.724 acre tract;

THENCE North 88°06'00" West with the south line of said 1.724 acre tract, a distance of 261.24 feet to a set ½" steel rod in the east right-of-way line of Highway 91, the southwest corner of said 1.724 acre tract;

THENCE with said east right-of-way line the following calls and distances:

NORTH 29°38'00" East, a distance of 188.90 feet to a set P/K nail;

NORTH 60°22'00" West, a distance of 35.00 feet to a set P/K nail;

NORTH 29°38'00" East, a distance of 405.80 feet to the Point-of-Beginning and containing 1.714 acres of land.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District and the Commercial Tree and Landscaping Ordinance must be followed. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way. Masonry requirements may be excluded on the rear or one side of a building where screening is required and is not visible from the front street right-of-way.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way; parking is permitted on paved surfaces only.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering

5. No additional drive approaches will be permitted without TxDOT approval.
6. If at anytime the owner should sell a portion of the property or one of the businesses, a plat of the property will be required.

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

SECTION 4. That a person who violates a provision of this ordinance , upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

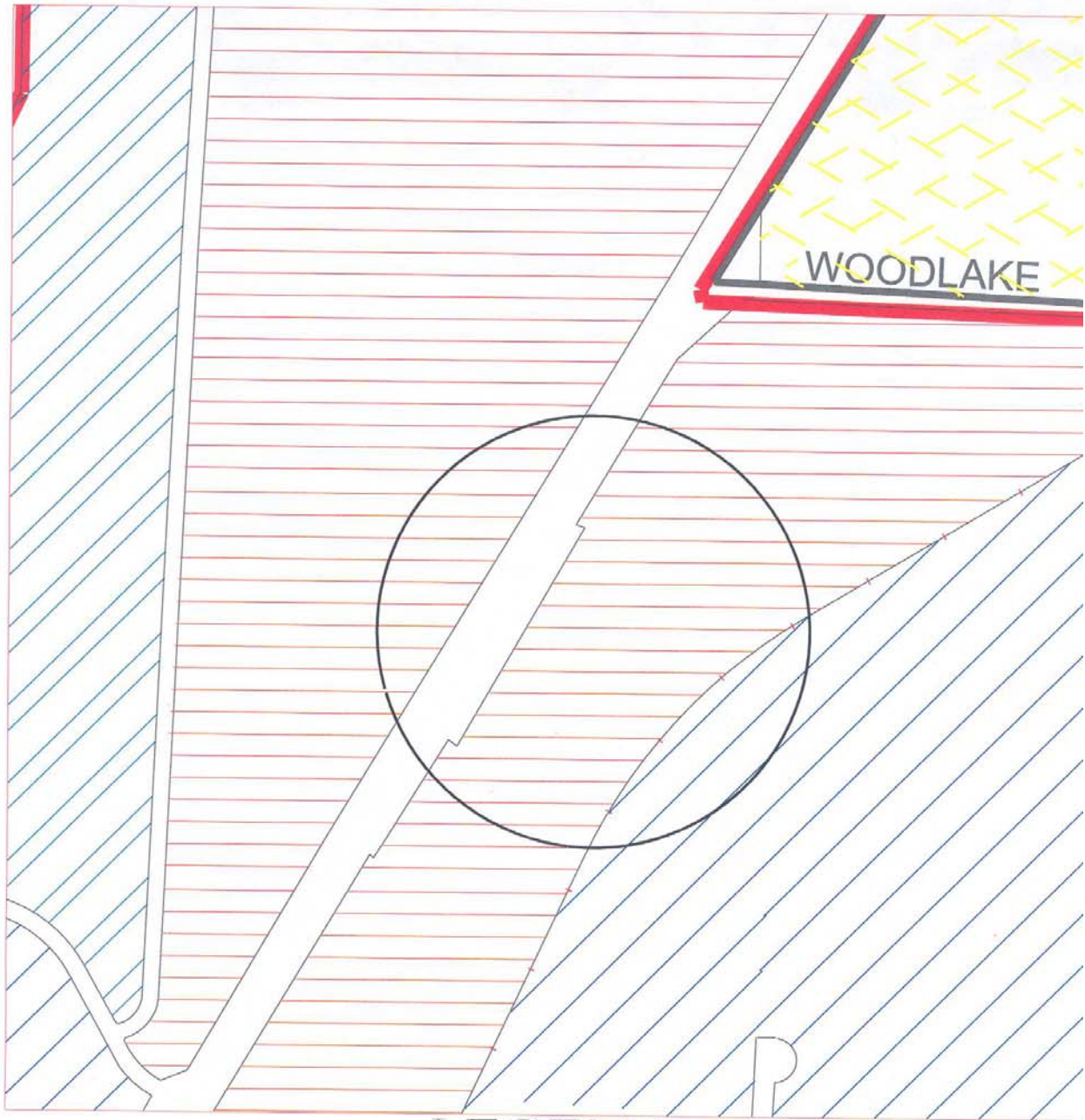
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



LEGEND

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



5631 TEXOMA PARKWAY

ENGINEERING DEPARTMENT





5631 Texoma Pkwy.



HARWELL

Motor Company



Straightline
Auto Carriers



*"Invest in your future
with JHR"*

**It has been my observation that most people get ahead during the time
that others waste.**

Henry Ford



“A Business on the Rise”

In today's roller coaster economy it takes more than will power to keep a business afloat. Hard work and ingenuity do make a difference. While many are complaining and bemoaning the fact that things aren't as easy as they used to be some businesses are actually growing their book of business and expanding. The key to success in today's economy is a positive attitude, shrewd financial planning and dogged determination. While many companies have forgotten these principles which are the core to the American spirit one of those that has not lost its way is Harwell Motor Company.

Harwell Motor Company was founded in owner John Ray's Garage in 1997 while still a teen. John has grown from fixing up his friends cars in his garage to selling classic muscle cars and exotic sports cars both nationally and internationally. With customers from Spain to Saudi Arabia to Australia and Brazil Harwell Motor Company has built a strong reputation as a leader in the collectable car market. With over \$9,000,000.00 in sales for 2008 look for Harwell Motor Company to streamline their efforts in 2009 and beat those numbers for years to come.

His reputation did not come easily and quite a bit of work was put into making sure that the special needs of his VIP clients were catered to along the way. These special touches separate Harwell from the pack.

Through much deliberation owner John Ray has chosen Sherman, TX as his new headquarters and is ready to bring new business, new ideas and new jobs into the Sherman, TX community. Along with flagship Harwell Motor Company Mr. Ray also brings other profitable businesses with him when he moves headquarters; JHR Investments, Straightline Auto Carriers and a future tavern/pub on location.

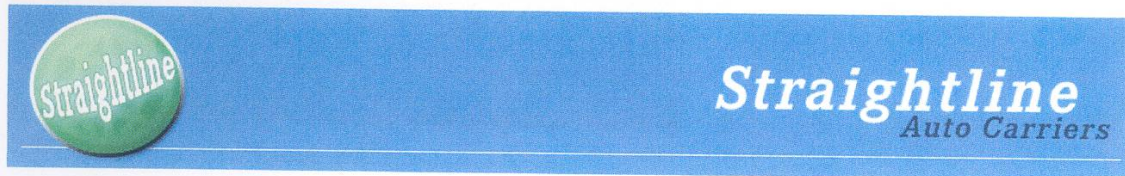


In Harwell Motor Companies early days Mr. Ray began purchasing real estate for his own purposes and quickly found that he had a knack for "the deal". This interest in real estate has developed over the years into JHR Investments a real estate investment company specializing in commercial and residential rental properties. Run by John Ray personally he specializes in rehabbing distressed properties and gentrifying older neighborhoods with newer more polished houses and buildings.

In the heyday of "house flipping" many investors around the USA decided that anyone could get into real estate and we see where most of that has gotten us today. John, however, has always focused on giving a building style and functionality and turning his investor's long term profits by providing quality rather than a cheap building. While profits are definitely

paramount rebuilding a neighborhoods image has also remained a focus for Mr. Ray.

“Anyone can be cheap, but it doesn’t take that much more to simply do it the right way”. John Ray

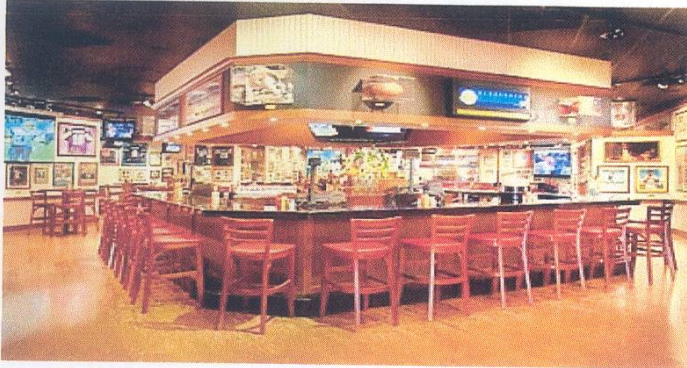


While Harwell Motor Company and JHR Investments keep John Ray plenty busy by themselves there is one more company that occupies the family business, Straight line Auto Carriers. When selling exotic vehicles around the country and internationally John was paying top dollar in shipping fees to auto transport companies. Like most entrepreneurs John was quick to say, “I can do that” and straightline auto carriers was born.

Straightline Auto Carriers now ships classic and exotic sports cars enclosed to locations all around the world. Their motto is “The closest distance between two points is Straightline.” Speed and a delicate touch separate Straightline from the majority of auto carriers around the country.

If any industry has been challenged in the last few years trucking has certainly fit the bill. With diesel prices fluctuating from \$1.90 to \$4.50 per gallon Straightline has thrived by closely monitoring markets and making sure that they are priced in accord with fuel prices. They may not always be the cheapest, but with sound business practices they are one of the most profitable and efficient transport companies around.

And...



If that wasn't enough John Ray has a plan for a sports bar in Sherman too. Occupying the former Diggers location at 5633 Texoma Parkway Mr. Ray plans to renovate the location with his signature JHR Investments look to give professionals in the Sherman area a place to relax and see the big game on one of its many Plasma TVs or relax with a client over drinks.

5633 Texoma Parkway

Sherman, TX 75090

Purchased in February 2009, 5633 Texoma Parkway immediately captured John's imagination and helped form the idea of moving all of his businesses to Sherman.

"With an established upper echelon college such as Austin College and a terrific school system I look forward to searching the workforce in the near future for sales people, real estate professionals, telemarketers and service staff. Sherman has long been a summer destination of mine and I have

hoped for years to have the opportunity to move here and enjoy the lake area on a more consistent basis. I really feel like this could be my base for many years to come”

-John Ray

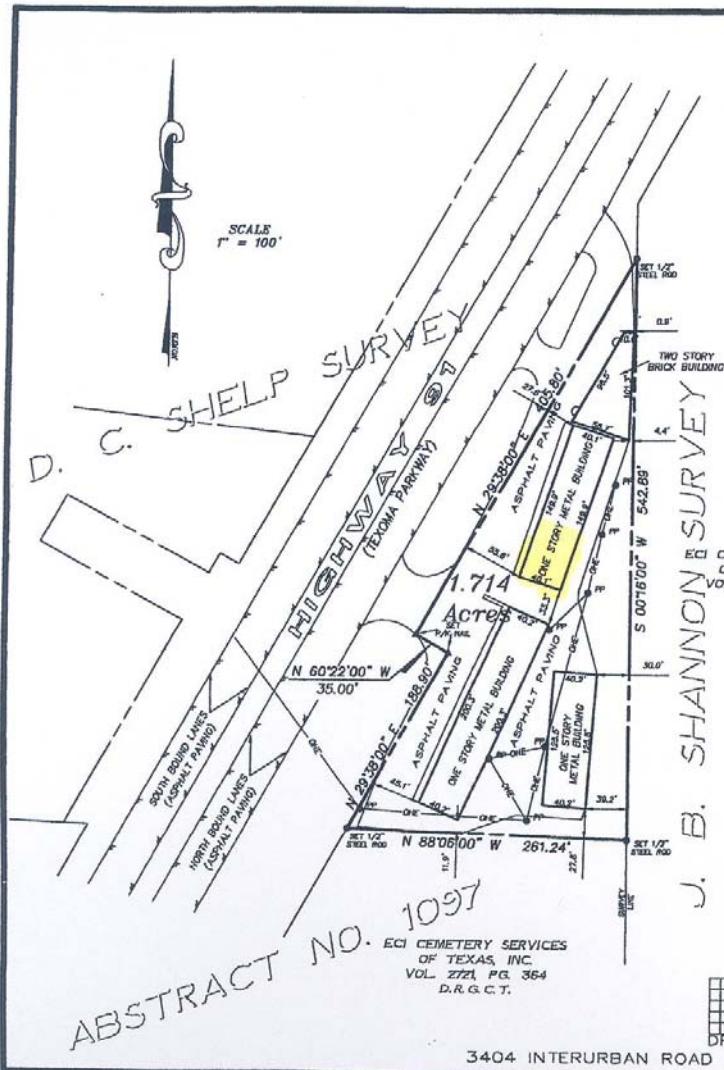
The overall plan for the location at 5633 Texoma Parkway is for Harwell Motor Company to have an indoor showroom featuring its exotic inventory and offering the citizens of Sherman a destination location in its tavern. Offices for JHR Investments and dispatch offices for Straightline Auto Carriers will be located there as well along with existing business in the center an insurance agency, auto tint supply and other retail business.

While Harwell Motor Company's cars will always be available for public viewing their dealership is not set up like your run of the mill dealership. The plans for this location include tasteful signage, low pressure sales people, off premise banking and indoor showroom facilities. Indoor showroom facilities are required when selling rare and collectable cars of this magnitude. During the day however it is not at all rare to see Shelby Mustangs, rare Corvettes, or timeless Ferraris sitting out front for public viewing.

The public image has been and will continue to be an important factor for John Ray's businesses. Annually he has sponsored local car shows, entered parades and donated money and time to such charity organizations as local VFW chapters and children's hospitals. "It is important to give back and help build the communities that have supported you along the way."

Harwell Motors, Straightline Auto Carriers, JHR Investments and the future Tavern location also look forward to utilizing the growing workforce in Sherman. 10-15 new jobs will be needed in year one and if the last few years of business is any indication John Rays companies should expect 10- 20% growth for the next several years leading to more tax dollars and more jobs for the Sherman area.

We at John Rays group of companies welcome and encourage all to visit with us and come see what we have to offer. We look forward to a long and fruitful relationship with the entire area.



Field Notes

Situated in the County of Grayson, State of Texas, Survey, Abstract No. 1097, also being that called 1.724 Acres, owned by Linda Castillo and wife, Linda Castillo by deed recorded in Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set at the most north corner of said 1.724 acre tract; Thence South 00°16'00" West with the east line of said 1.724 acre tract a distance of 542.89 feet to a set 1/2" steel rod at the south corner of said 1.724 acre tract; Thence North 88°06'00" West with the south line of said 1.724 acre tract a distance of 261.24 feet to a set 1/2" steel rod in the southwest corner of said 1.724 acre tract; Thence with said east right-of-way line to the north corner of said 1.724 acre tract; Thence North 29°38'00" East, a distance of 188.00 feet to a set 1/2" steel rod; Thence North 60°22'00" West, a distance of 35.00 feet to a set 1/2" steel rod; Thence North 29°38'00" East, a distance of 405.00 feet to a set 1/2" steel rod; and containing 1.714 acres of land.

Bearings on this survey are based on monuments for Highway 91 according to the official map thereof.

I, Douglas W. Underwood, Registered Professional Surveyor, the above field notes were prepared from an actual survey and correct to the best of my knowledge and belief.



UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

AGENDA ITEM #10

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
March 17, 2009
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

Don Hicks, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

5631 Texoma Parkway
Being a part of a 1.72 acre tract in the D.C. Shelp Survey, Abstract No. 1097
Specific Use Permit

Requested Action/Proposed Use

Planning and Zoning Commission

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

Background

The property is located at 5631 Texoma Parkway between Fallon Drive and Woodlake Road. The business is part of a Retail Strip Center.

Adjacent Zoning

C-2 (General Commercial) District

Origination

Harwell Investments, LLC, dba JHR Investments (Owners) and Sean Brownlee, (Representative)

Master Plan Designation

Retail/Commercial

Number of notices mailed

4

Objections Received

0

Attachments

Location map, Photographs, Site Plan and Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

March 12, 2009

John Ray – JHR Inv.
3923 Morse St.
Suite 120
Danton, TX 76208

Sean Brownlee
2102 Crestwood Pl.
Denton, TX 76209

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow automobile sales in a C-2 (General Commercial) District located at 5631 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 17, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District and the Commercial Tree and Landscaping Ordinance must be followed. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way. Masonry requirements may be excluded on the rear or one side of a building where screening is required and is not visible from the front street right-of-way.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way; parking is permitted on paved surfaces only.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering

5. No additional drive approaches will be permitted without TxDOT approval.
6. If at anytime the owner should sell a portion of the property or one of the businesses, a plat of the property will be required.

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

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,

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

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director Utilities & Engineering Services	Jeff Miller, Director of Public Works
	Interim City Attorney	
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5603
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

Issue

Adopting the City of Sherman's Water Conservation and Drought Contingency and Water Emergency Response Plan

Background

In 1999, the City established a Drought Contingency Plan in accordance with the Texas Commission on Environmental Quality (TCEQ) rules. TCEQ requires a plan review and update every five (5) years. The existing plan was updated in 2004 and has recently been revised to meet the 2009 update requirement. The plan addresses public involvement, public education, authorization, triggering criteria for water rationing, enforcement, and variances. A summary of the plan is attached for your review.

Origination

Utilities and Engineering

Financial Consideration

None

Staff Recommendation

It is recommended that Ordinance No. 5603 be adopted.

Alternatives

Change the plan as may be directed by the City Council

Attachments

Ordinance No. 5603

Water Conservation and Drought Contingency and Water Emergency Response Plan Summary

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

ORDINANCE NO. 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Article 13.02 of Chapter 13 of the Code of Ordinances of the City of Sherman, Texas, is hereby deleted in its entirety:

Division 1. Generally

Sec. 13.02.001—Introduction

~~(a) This water conservation and drought contingency plan has been developed to assist citizens in conserving the available water supply and responding to emergency conditions, such as drought, which may cause critical depletion of the water resources available to the city. The water conservation plan provides for implementation of educational procedures to provide public water users with information regarding reduction of water usage, with limitations placed on household and outdoor uses, and installation of low water demand plumbing fixtures. Information regarding the results from careless water consumption practices will also be provided in the educational information for the public water users. Universal metering and leakage control is discussed in the plan. This plan will be implemented by dissemination of the information contained in it to the citizens of the city.~~

~~(b) The drought contingency plan outlines the conditions under which the water supply system is experiencing increased water demands from the result of drought or emergency conditions. The plan profiles actions necessary to reduce water usage as drought or emergency conditions arise. A provision is included in the plan for action by the mayor for the implementation and termination of the reduction procedures for drought and emergency conditions.~~

Sec. 13.02.002—Objectives

The city shall adhere to the following objectives:

- ~~(1) Determination and resolution for water losses and their causes.~~
- ~~(2) Education of the public concerning water conservation.~~
- ~~(3) Maintaining equipment to keep it in good working order.~~

~~(4) — Providing for meter repairs and replacement when necessary.~~

~~(5) — Establishing leak detection measures.~~

~~(6) — Pressure regulation.~~

Sec. 13.02.003 — Goals

~~(a) — Water is one of the most valuable resources for humans. Conservation of this valuable resource is essential in meeting future needs. Education of the public is emphasized in this plan in order to obtain the greatest conservation of water possible. The staff of the city endeavors, through city maintenance and operation, to establish levels of conservation by keeping water system equipment in good working order, providing meter repairs and replacement when necessary, establishing leak detection measures, and pressure regulation. The city has reduced its per capita water use from 188 gpcd in 1999 to 130 gpcd in 2003. The city has ample water resources and is interested in becoming a regional water purveyor, currently pursuing selling water to cities south of the city.~~

~~(b) — The city establishes a goal, through the implementation of this plan, to maintain 15% or less in unaccounted for water each year. This goal will be met through education of the citizens regarding water conservation, proper maintenance and operation of the water equipment by city staff, and replacement of residential meters with positive displacement meters, industrial meters with turbine or compound meters, and point of entry meters will be replaced with meters using ultrasonic technology. This replacement program is estimated to require three to five years for completion.~~

~~(c) — The city shall evaluate the plan, with modifications implemented as needed to assure that the plan is kept within current regulations and conditions. The specific water conservation goals are as follows:~~

~~(1) — Five-year target (2010):~~

~~(A) — The city's water conservation goals include the following:~~

~~(i) — Achieve 2010 per capita municipal water use of 145 gpcd or less.~~

~~(ii) — Continue to maintain 15% or less unaccounted for water uses by 2010 by testing and replacing customer meters as needed and improving accountability for unmetered water such as flushing.~~

~~(iii) — Continue distribution of water conservation information to the citizens of the city.~~

~~(iv) — Encourage the replacement of plumbing fixtures with low flush commodes and low flow shower heads in residences and commercial establishments.~~

~~(v) — Public education on the advantages of using landscaping requiring less water.~~

~~(vi) — Continue the use of uniform rate structure to discourage high usage.~~

~~(B) — Time frame for achieving goals. As required by the Texas Commission on Environmental Quality (TCEQ) rules, the city will review this water conservation and drought contingency plan~~

~~not later than May 1, 2009 and every five years after that date to coincide with Region C Water Planning Group (RCWPG). The plan will be updated as appropriate based on new or updated information. As the plan is reviewed and subsequently updated, a copy of the revised water conservation and drought contingency plan will be submitted to the TCEQ and the RCWPG for their records.~~

~~(2) — Ten year target (2015).~~

~~(A) — The city's water conservation goals include the following:~~

~~(i) — Achieve 2015 per capita municipal water use of 145 gpcd or less.~~

~~(ii) — Maintain 14% or less unaccounted for water uses by 2015 by testing and replacing customer meters as needed and improving accountability for unmetered water such as flushing.~~

~~(iii) — Continue distribution of water conservation information to the citizens of the city.~~

~~(iv) — Encourage the replacement of plumbing fixtures with low flush commodes and low flow shower heads in residences and commercial establishments.~~

~~(v) — Public education on the advantage of using landscaping requiring less water.~~

~~(vi) — Continue the use of uniform rate structures to discourage high usage.~~

~~(B) — Time frame for achieving goals. As required by TCEQ rules, the city will review this water conservation and drought contingency plan not later than May 1, 2009 and every five years after that date to coincide with RCWPG. The plan will be updated as appropriate based on new or updated information. As the plan is reviewed and subsequently updated, a copy of the revised water conservation and drought contingency plan will be submitted to the TCEQ and the RCWPG for their records.~~

Sec. 13.02.004 — Service area description

~~The city is located in central Grayson County, and is the county seat of Grayson County. The city's economy is diversified, including components in manufacturing, health services, education and commercial services. Major employers include Texas Instruments, MEMC, Folger Coffee Company, Wilson N. Jones Hospital, Austin College, and Fisher Controls. The retail service area of the city is located along U.S. 75, occupying approximately 16 square miles. The city's 2000 population was 35,082, according to the Bureau of the Census. The city's certificate of convenience and necessity covers approximately 70 square miles and is estimated to serve a population of 43,745. This area includes two rural water supply corporations, which are outside the city limits and the city of Knollwood as well as the town of Dorchester.~~

Sec. 13.02.005 — Water system description

~~The city obtains its groundwater supply from 27 deep wells located in the Trinity and Woodbine Formations. Surface water is obtained from Lake Texoma and treated at a surface water treatment plant that was constructed in 1993. The 27 wells are capable of producing 15.3 mgd at peak production but the average daily pumpage should not exceed 7.65 mgd to protect the aquifers. The surface water treatment plant is capable of producing 10 mgd. Sherman's average~~

~~daily water usage has been 10+ mgd, but has dropped to 8.3 mgd during the past three years. This decrease in average daily usage is due to a decline in industrial water usage.~~

~~Sec. 13.02.006—Utility evaluation data~~

~~See appendix A, Water Utility Profile, attached to Ordinance 5303 and on file in the office of the city secretary.~~

~~Sec. 13.02.007—Measurement and accounting for water deliveries~~

~~The city meters the quantity of water that is delivered to each residential and commercial customer, and to each public use, including city facilities. Meters are read and the quantities are recorded once per month, with billings made monthly to residential and commercial customers. In 2004 the city began undertaking a project to replace residential customer meters within the city with positive displacement meters, industrial meters with turbine or compound meters, and point of entry meters with meters using ultrasonic technology. The city staff conducts periodic visual inspections along distribution lines to determine if leakage is present. Periodic audits of the system are undertaken to determine if illegal connections are present, or if services have been abandoned.~~

~~Secs. 13.02.008–13.02.040—Reserved~~

~~Division 2. Water Conservation Plan~~

~~Sec. 13.02.041—Public information and education~~

~~The city will:~~

- ~~(1) Designate a staff member to assist other city staff members in the execution of the city's water conservation program.~~
- ~~(2) Make water conservation presentations at institutions, organizations, and groups at periodic intervals.~~
- ~~(3) Conduct or sponsor exhibits on water conservation and water saving devices to promote water conservation and efficiency.~~
- ~~(4) Provide and distribute water conservation brochures to citizens. Materials are available from the state agricultural extension service and the state water development board.~~
- ~~(5) Work in cooperation with schools to establish an educational program, and provide conservation videos, brochures, and teaching aids.~~
- ~~(6) Issue press releases on water conservation tips and water conservation rates.~~
- ~~(7) Issue public service announcements for use by local news media.~~
- ~~(8) Provide water conservation information to new water and wastewater customers at the time service is established.~~

~~(9) — Continue water department staff attendance and participation in water conservation program training offered by state agencies and professional organizations.~~

~~Sec. 13.02.042 — Water conservation plumbing fixtures~~

~~(a) — The city's plumbing code encourages the use of water conserving plumbing fixtures for residential and commercial construction. In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in the state after January 1, 1992 meet the following standards:~~

~~(1) — Shower heads. No more than 2.75 gallons per minute at 80 pounds per square inch of pressure.~~

~~(2) — Lavatory/sink faucets and aerators. No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.~~

~~(3) — Wall mounted, flushometer toilets. No more than 2.0 gallons per flush.~~

~~(4) — All other toilets. No more than 1.6 gallons per flush.~~

~~(5) — Drinking water fountains. Must be self closing.~~

~~(b) — The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in the state. In addition, the city encourages the following water conservation measures:~~

~~(1) — Hot water pipes. Hot water lines not in or under a concrete slab should be insulated.~~

~~(2) — Swimming pools. Swimming pools should have recirculating filtration equipment.~~

~~(3) — Automatic dishwashers. Automatic dishwashers installed in residential dwellings should be a design that uses a maximum of six gallons of water per cycle.~~

~~(4) — Automatic clothes washers. Automatic clotheswashers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle.~~

~~(c) — New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements.~~

~~Sec. 13.02.043 — Water conservation retrofit program~~

~~Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business operators.~~

~~Sec. 13.02.044 — Water conservation oriented rates~~

~~The city council reviews the water rates annually and makes whatever adjustments necessary to provide for a self-sufficient, well-maintained water system. (See appendix A to Ordinance 5303 adopted May 2, 2005 and on file in the office of the city secretary, attachment 4 — Water and sewer rates)~~

Sec. 13.02.045—Universal metering and meter repair and replacement

The city will continue its aggressive program of testing, repair and replacement of residential and commercial meters throughout the city. Residential customer meters will be replaced with positive displacement meters and industrial meters will be replaced with turbine or compound meters. Point of entry meters will be replaced with meters using ultrasonic technology. Meters are repaired and replaced as needed, to insure the accuracy of the water being sold. Meters installed by the city are required to be at least within plus or minus 5.0% of accuracy in order to measure and account for the amount of water diverted from the source of supply. The city has made an aggressive effort to meter all of its own uses, to better account for water pumpage. The city has consistently been able to account for 87% to 90% of water pumped.

Sec. 13.02.046—Water conserving landscaping

Through its public information program, the city encourages and supports the use of landscaping techniques requiring less water.

Sec. 13.02.047—Leak detection and water audits

The city has established a regularly scheduled leak detection program. The program was first initiated on a regular basis in 1980, with additional surveys occurring ever year. When leaks are reported, they are repaired and recorded on a master distribution map. The city staff then records and prioritizes the lines with the worst leak record, and includes those lines in a capital improvements program for the city. New meter boxes and fittings are also installed at the time that the line replacements are made. The city staff audits its water usage on a monthly basis by comparing its pumping records to the amount of water sold, and accounting for any differences, including line flushings, fixes, breaks and any other unmetered uses of water. Each year, four to five line replacement projects are authorized for construction. These line replacements are based on the lines with the most leaks reported during the previous year.

Sec. 13.02.048—Wastewater reuse and recycling

The city encourages, through its industrial waste ordinance, the reuse of water by its major industrial customers.

Sec. 13.02.049—Record management system

The city maintains a record management system to record water pumpage water deliveries, water sales and water losses, which allows for the desegregation of water sales and uses for residential and industrial customers.

Sec. 13.02.050—Water supply contracts

The city shall require that for every wholesale water supply contract entered into or renewed after adoption of this plan, including contract extensions, the wholesale customer develop and implement a water conservation plan using the applicable elements of chapter 288 of the TCEQ rules. If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for resale of water must have water conservation requirements so that each successive customer in the resale of the water will be

required to implement water conservation measures in accordance with applicable provisions of Chapter 288 of the TCEQ rules.

Sec. 13.02.051—Implementation and enforcement of water conservation plan

The city manager, as part of the regular duties of that position, is responsible for implementing and enforcing the city water conservation plan, as adopted by the city council (see appendix B to Ordinance 5303 adopted May 2, 2005 and on file in the office of the city secretary).

Sec. 13.02.052—Coordination with regional water planning groups

The service area of the city is located within the Region C Water Planning Area and the city has provided a copy of this plan to the chairman of the Region C Water Planning Group (see appendix C to Ordinance 5303 adopted May 2, 2005 and on file in the office of the city secretary).

Secs. 13.02.053—13.02.080—Reserved

Division 3. Drought Contingency Plan

Sec. 13.02.081—Declaration of policy, purpose and intent

(a)—In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water.

(b)—Water uses regulated or prohibited under this drought contingency plan (“the plan”) are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 13.02.092 of this plan.

Sec. 13.02.082—Public involvement

Opportunity for the public to provide input into the preparation of the plan was provided by the city by means of a public meeting held in the council chambers on Monday, April 18, 2005 at 5:00 p.m. Public notice of this meeting was provided by a paid advertisement in the Herald Democrat, the newspaper of general circulation in the county (see appendix D to Ordinance 5303 adopted May 2, 2005 and on file in the office of the city secretary).

Sec. 13.02.083—Public education

The city will periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases to local radio, TV and newspapers. Notices will also be placed in the local public access cable channel.

~~Sec. 13.02.084—Coordination with regional water planning groups~~

~~The service area of the city is located within the Region C Water Planning Area and the city provided a copy of this plan to the chairman of Region C Regional Water Planning Group (see appendix C to Ordinance 5303 adopted May 2, 2005 and on file in the office of the city secretary).~~

~~Sec. 13.02.085—Authorization~~

~~The mayor or his/her designee is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The mayor or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.~~

~~Sec. 13.02.086—Applicability~~

~~The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms “person” and “customer” as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.~~

~~Sec. 13.02.087—Definitions~~

~~For the purposes of this plan, the following definitions shall apply:~~

~~Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.~~

~~Commercial and institutional water use. Water use which is integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.~~

~~Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.~~

~~Customer. Any person, company, or organization using water supplied by the city.~~

~~Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.~~

~~Even-number address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.~~

~~Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.~~

~~Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.~~

~~Nonessential water use. Water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:~~

- ~~(1) — Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;~~
- ~~(2) — Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;~~
- ~~(3) — Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;~~
- ~~(4) — Use of water to wash down buildings or structures for purposes other than immediate fire protection;~~
- ~~(5) — Flushing gutters or permitting water to run or accumulate in any gutter or street;~~
- ~~(6) — Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;~~
- ~~(7) — Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;~~
- ~~(8) — Failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and~~
- ~~(9) — Use of water from hydrants for construction purposes or any other purposes other than fire fighting.~~

~~Odd-numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.~~

~~Sec. 13.02.088 — Triggering criteria for initiation and termination of drought response stages~~

~~(a) — The mayor or his/her designee shall monitor water supply and or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the plan. Public notification of the initiation or termination of drought response stages shall be by means of a publication in the newspaper of general circulation, notification to local radio/TV stations, posting notices on the public access cable channel, and written faxes to industrial and wholesale water users.~~

~~(b) — The triggering criteria described below are based on the drought of record of this area from 1950 to 1957. The city is working through the greater Texoma utility authority to obtain the final 11,600 acre-feet of water storage available in Lake Texoma. This will provide an annual yield of 25 mgd available from Lake Texoma. The city currently has treatment capacity of 10 mgd. The city also has a well system capable of delivery of 153 mgd on a peak basis.~~

~~(c) — The city’s plan is based on the adequacy and reliability of the water production and distribution facilities under drought conditions. Capacity and equipment problems could temporarily impact the city’s water production and delivery system. Given the groundwater and surface water resources available it is unlikely that the water supply will not meet the city’s water needs to the 2050 planning period required by Senate Bill 1.~~

~~(d) — Stage 1 — mild water shortage conditions.~~

~~(1) — Requirements for initiation. Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in section 13.02.087, definitions, when total daily water demand equals or exceeds 80 percent or 20 mgd for five (5) consecutive days based on the “safe” operating capacity of water supply facilities.~~

~~(2) — Requirements for termination. Stage 1 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.~~

~~(e) — Stage 2 — moderate water shortage conditions.~~

~~(1) — Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses provided in section 13.02.087 this plan when water demands equal or exceed 90 percent, or 23 mgd for three (3) consecutive days based on the safe operating capacity of the facilities.~~

~~(2) — Requirements for termination. Stage 2 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of stage 2, stage 1 becomes operative.~~

~~(f) — Stage 3 — severe water shortage conditions.~~

~~(1) — Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water uses for stage 3 of this plan when water demand equals 100% or 25 mgd for three (3) consecutive days.~~

~~(2) — Requirements for termination. Stage 3 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of stage 3, stage 2 becomes operative.~~

~~(g) — Stage 4 — emergency water shortage conditions.~~

~~(1) — Requirements for initiation. The city will recognize an emergency water shortage when one or more of the following conditions exist:~~

~~(A) — Natural or manmade contamination occurs in the water supply source(s) of Lake Texoma.~~

~~(B) — The city experiences water production or distribution system limitations.~~

~~(C) — The city experiences a system outage due to the failure or damage of major water system components.~~

~~(2) — Requirements for termination. Stage 4 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.~~

Sec. 13.02.089 — Drought response stages

~~The mayor or his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in section 13.02.088 of the plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of a notice in a newspaper of general circulation.~~

~~(1) — Stage 1 — mild water shortage conditions.~~

~~(A) — Goal. Achieve a voluntary 5 percent reduction in daily water demand.~~

~~(B) — Supply management measures. In an effort to manage limited water supplies and/or reduce water demand the city will reduce or discontinue flushing of water mains.~~

~~(C) — Voluntary water use restrictions.~~

~~(i) — Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with street addresses ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), or to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.~~

~~(ii) — All operations of the city shall adhere to water use restrictions prescribed for stage 2 of the plan.~~

~~(iii) — Water customers are requested to practice water conservation and to minimize or discontinue water use for nonessential purposes.~~

~~(2) — Stage 2 — moderate water shortage conditions.~~

~~(A) — Goal. Achieve a 15 percent reduction in daily water demand.~~

~~(B) — Supply management measures. In an effort to manage limited water supplies and/or reduce water demand, the city will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas.~~

~~(C) — Water use restrictions. Under threat of penalty or violation, the following water use restrictions shall apply to all persons:~~

~~(i) — Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m., and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is~~

by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

(ii) — ~~Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a handheld bucket or handheld hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.~~

(iii) — ~~Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. between 8:00 p.m. and 12:00 midnight.~~

(iv) — ~~Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.~~

(v) — ~~Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the city.~~

(vi) — ~~Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the city, the facility shall not be subject to these regulations.~~

(vii) — ~~All restaurants are prohibited from serving water to its patrons except when requested.~~

(viii) — ~~The following uses of water are defined as nonessential and are prohibited:~~

(aa) — ~~Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;~~

(bb) — ~~Use of water to wash down buildings or structures for purposes other than immediate tire protection;~~

(cc) — ~~Use of water for dust control except where there is concern for public health in confined spaces;~~

(dd) — ~~Flushing gutters or permitting water to run or accumulate in any gutter or street; and~~

(ee) — ~~Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).~~

~~(3) — Stage 3 — severe water shortage conditions.~~

~~(A) — Goal. Achieve a 20 percent reduction in daily water demand.~~

~~(B) — Supply management measures. In an effort to manage limited water supplies and/or reduce water demand, the city will reduce or discontinue flushing of water mains, discontinue irrigation of public landscaped areas and use of reclaimed water for nonpotable purposes.~~

~~(C) — Water use restrictions. All requirements of stage 2 shall remain in effect during stage 3 except:~~

~~(i) — Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of handheld hoses, handheld buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose end sprinklers is prohibited at all times.~~

~~(ii) — The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the city.~~

~~(iii) — The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.~~

~~(4) — Stage 4 — emergency water shortage conditions.~~

~~— Whenever emergency water shortage conditions exist as defined in section 13.02.088 of the plan, the mayor or his/her designee shall:~~

~~(A) — Assess the severity of the problem and identify the actions needed and time required to solve the problem.~~

~~(B) — Inform the appropriate city staff members and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored).~~

~~(C) — If appropriate, notify city, county and/or state emergency response officials for assistance.~~

~~(D) — Undertake necessary actions, including repair and/or cleanup as needed.~~

~~(E) — Prepare a post event assessment report on the incident and critique of emergency response procedures and actions.~~

Sec. 13.02.090 — Industrial customers

~~A monthly water usage allocation shall be established by the mayor, or his/her designee, for each industrial customer that uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. The industrial customer's water usage baseline will be computed on the average water usage for the three-month period ending prior to the date of implementation of stage 2 of the plan. The mayor shall give his/her best effort to see that notice of each industrial customer's allocation is mailed or faxed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the city to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of such notice. Upon request of the~~

~~customer or at the initiative of the mayor the allocation may be reduced or increased: (1) if the designated period does not accurately reflect the customer's normal water usage because the customer had shutdown a major processing unit for repair or overhaul during the period; (2) the customer has added or is in the process of adding significant additional processing capacity; (3) the customer has shutdown or significantly reduced the production of a major processing unit; (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce usage is limited; (5) the customer agrees to transfer part of its allocation to another industrial customer; or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city council.~~

Sec. 13.02.091—Water rationing

~~(a) — Outside wholesale customer.~~

~~(1) — The city has contracted with several wholesale customers who are located outside the city limits. When drought conditions trigger stage 1 criteria, each wholesale water customer will be mailed or faxed a notice requesting that they comply with the same voluntary water use practices as the water customers of the city.~~

~~(2) — When moderate or stage 2 criteria are triggered each wholesale water user will be mailed or faxed a letter advising that they will be expected to comply with a pro-rata reduction of water usage in, compliance with provisions of 11.039 of the state water code. This prorated reduction shall mean that the same water use restrictions enforced on the city water users will be applicable to wholesale water customers.~~

~~(3) — If stage 3 criteria are triggered the city will mail or fax a letter to each wholesale water customer advising that each wholesale water customer will be expected to comply with the same restrictions as customers of the city and each wholesale water customer must comply with the provisions of 11.039 of the state water code.~~

~~(4) — If however, a customer does not receive a notice sent by the city, it shall be the wholesale customer's responsibility to contact the city to determine the restrictions with which it must comply. In future contracts for wholesale water sales or renewals of existing contracts the city will include a provision stating that in case of a shortage of water resulting from a drought or equipment failure, the water to be distributed shall be divided in accordance with the state water code, section 11.039.~~

Sec. 13.02.092—Enforcement

~~(a) — No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the mayor or his/her designee in accordance with the provisions of this plan.~~

~~(b) — Any person who violates this plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty provisions found in section 1.01.009 of this code. Each day that one or more of the provisions in this plan is violated shall constitute a~~

~~separate offense. If a person is convicted of three or more distinct violations of this plan, the mayor shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of reconnection charge, hereby established at fifteen dollars (\$15.00), and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the mayor that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.~~

~~(c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proved he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation.~~

~~(d) Any employee of the city, police officer, or other city employee designated by the mayor may issue a citation to a person he/she reasonably believes to be in violation of this plan.~~

~~Sec. 13.02.093—Variances~~

~~The mayor or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:~~

~~(1) Compliance with the plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.~~

~~(2) Alternative methods can be implemented which will achieve the same level of reduction in water use.~~

~~(3) Persons requesting an exemption from the provisions of this division shall file a petition for variance the mayor within five (5) days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the mayor or his/her designee, and shall include the following:~~

~~(A) Name and address of the petitioner(s).~~

~~(B) Purpose of water use.~~

~~(C) Specific provision(s) of the plan from which the petitioner is requesting relief.~~

~~(D) Detailed statement as to how the specific provision of the plan adversely affects the petitioner, or what damage or harm will occur to the petitioner or others if petitioner complies with this division.~~

~~(E) Description of the relief requested.~~

~~(F) Period of time for which the variance is sought.~~

~~(G) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.~~

~~(H) Other pertinent information.~~

~~(I) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the mayor or his/her designee:~~

~~(i) Variances granted shall include a timetable for compliance.~~

~~(ii) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.~~

~~(iii) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.~~

Sec. 13.02.094 — Plan review and update

~~As required by TCEQ rules, the city will review this drought contingency plan not later than May 1, 2009 and every five years after that date to coincide with RCWPG. The plan will be updated as appropriate, based on new or updated information. As the plan is reviewed and subsequently updated, a copy of the revised drought contingency plan will be submitted to the TCEQ and the RCWPG for their records.~~

~~(Ordinance 5303 adopted 5/2/05)~~

SECTION 2. That Chapter 13 of the Code of Ordinances of the City of Sherman, Texas, is hereby amended to provide for a new Article 13.02 to be entitled, “Water Conservation and Drought Contingency and Water Emergency Response Plan”, said article to read as follows:

ARTICLE 13.02

WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that the City of Sherman and its customers make the most

efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (“TCEQ”) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers¹. The City of Sherman has developed this water conservation and drought contingency and emergency water response plan for its customers following TCEQ guidelines and requirements.

The water conservation sections of this plan include measures that are intended to result in ongoing, long-term water savings. The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts*
- To reduce the loss and waste of water*
- To improve efficiency in the use of water*
- To extend the life of current water supplies by reducing the rate of growth in demand*
- To educate the public concerning water conservation*

The water conservation plan presented in this document is a water conservation plan also intended for adoption by City of Sherman customers. In order to adopt this plan, each customer will need to do the following:

- Complete the water utility profile*
- Set five-year and ten-year goals for per capita water use*
- Adopt ordinance(s) or regulation(s) approving the plan*

The water utility profile, goals, and ordinance(s) or regulations should be provided to the City of Sherman in draft form for review and comments. Final adopted versions should also be provided to the City of Sherman, as well as TCEQ.

This plan includes all of the elements required by TCEQ. Any City of Sherman water customer wishing to adjust elements of the plan should coordinate with the City of Sherman.

¹ Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, and Subchapter B, Rule 288.20 downloaded from: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?s1=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&r1=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?s1=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&r1=1), March 2009

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as: “A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.”²

2.2 Drought Contingency and Water Emergency Response Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

3. WATER UTILITY PROFILE

Attachment A to this water conservation and drought contingency and water emergency response plan is a sample water utility profile based on the format recommended by the TCEQ. In adopting this water conservation plan, each customer will provide a water utility profile to the City of Sherman.

4. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, each customer must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to the City of Sherman. The goals for this water conservation plan include the following:

- *Maintain the per capita municipal water use below the specified amount in gallons per capita day in a dry year, as shown in the completed Table 4.1*
- *Maintain the level of unaccounted water in the system below 15 percent annually in 2009 and subsequent years, as discussed in Section 5.4*
- *Maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2*
- *Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6*

² Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, and Subchapter B, Rule 288.20 downloaded from: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?s1=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&r1=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?s1=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&r1=1), March 2009

- *Encourage the replacement of plumbing fixtures with low flush commodes and low flow shower heads in residences and commercial establishments*
- *Continue the use of uniform rate structure to discourage high usage*

*Table 4.1
Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)*

<i>Description</i>	<i>Current Average (gpcd)</i>	<i>5-Year Goal (gpcd)</i>	<i>10-Year Goal (gpcd)</i>
<i>Current 5-Year Average Per Capita Municipal Use with Credit for Reuse</i>	139	145	140
<i>Expected Reduction Due to Low-Flow Plumbing Fixtures</i>	--	3.47	5.0
<i>Projected Reduction Due to Elements in this Plan</i>	--	9.50	12.0
<i>Water Conservation Goals</i>	--	145	140

5. METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

5.1 Accurate Metering

The City of Sherman will continue its aggressive program of testing, repair and replacement of residential and commercial meters throughout the city. Positive displacement meters utilized for residential customer service, turbine or compound meters are utilized for industrial customers, and ultrasonic meters are utilized at points of entry into the distribution system. Meters are repaired and replaced as needed, to insure the accuracy of the water being sold. Meters installed by the city are required to be at least within plus or minus 5.0% of accuracy in order to measure and account for the amount of water diverted from the source of supply. The city has made an aggressive effort to meter all of its own uses, to better account for water pumpage. The city has consistently been able to account for 87% to 90% of water pumped.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair and Replacement

Sherman meters the quantity of water that is delivered to each residential and commercial customer, and to each public use, including city facilities. Meters are read and the quantities are recorded once per month, with billings made monthly to residential and commercial customers. Sherman staff conducts periodic visual inspections along distribution lines to determine if leakage is present. Periodic audits of the system are undertaken to determine if illegal connections are present, or if services have been abandoned.

5.3 Record Management System

The City of Sherman has established a regularly scheduled leak detection program. This program was first initiated on a regular basis in 1980, with additional surveys occurring every year. When leaks are reported, they are repaired and recorded on a Master Distribution Map. The city staff then records and prioritizes the lines with the worst leak record, and includes those lines in a Capital Improvements Program for the City of Sherman. New meter boxes and fittings are also installed at the time that the line replacements are made. The city staff audits its water usage on a monthly basis by comparing its pumping records to the amount of water sold, and accounting for any differences, including line flushings, fires, breaks and any other unmetered uses of water. Each year, four to five line replacement projects are authorized for construction. These line replacements are based on the lines with the most leaks reported during the previous year.

5.4 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to customers and metered water sales to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.) Unaccounted water can include several categories:

- Inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use)*
- Accounts that are being used but have not yet been added to the billing system*
- Losses due to water main breaks and leaks in the water distribution system*
- Losses due to illegal connections and theft*
- Other*

Measures to control unaccounted water are part of the routine operations of the City. Maintenance crews and personnel look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section 5.5 below. Meter readers watch for and report signs of illegal connections, so they can be quickly addressed.

The City of Sherman maintains a record management system to record water pumped, water deliveries, water sales and water losses, which allows for the desegregation of water sales and uses for residential and industrial customers. The city has consistently been able to account for 87% to 90% of water pumped.

5.5 Leak Detection and Repair

As described above, city utility crews and other personnel look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement through the City's Capital Improvement Program as funds are available.

5.6 Monitoring of Effectiveness and Efficiency – Annual Water Conservation Report

Attachment A (Water Utility Profile based on TCEQ format) is the form that shall be used in the development of an annual water conservation report by the City. This form will be completed by March 1 of the following year and used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year.

5.7 Water Conservation Implementation Report

Attachment F includes the TCEQ-required water conservation implementation report. The report is due to the TCEQ by May 1 of every year, starting in the year 2010. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- *Designate a staff member to assist other Sherman staff members in the execution of the city's water conservation program*
- *Make water conservation presentations at institutions, organizations, and groups at periodic intervals*
- *Conduct or sponsor exhibits on water conservation and water saving devices to promote water conservation and efficiency*
- *Provide and distribute water conservation brochures to citizens. Materials are available from the Texas Agricultural Extension service and other state agencies.*
- *Work in cooperation with schools to establish an educational program, and provide conservation videos, brochures, and teaching aids*
- *Issue press releases on water conservation tips and water conservation rates*
- *Issue public service announcements for use by local news media*
- *Provide water conservation information to new water and wastewater customers at the time service is established*
- *Continue Water Department staff attendance and participation in water conservation program training offered by state agencies and professional organizations*
- *Promote the Texas Smartscape website (www.txsmartscape.com) and provide water conservation brochures and other water conservation materials available to the public at the customers' city hall/administrative offices, GTUA Administrative Offices and other public places*
- *Make information on water conservation available online on the City's website (if applicable) and include links to the Texas Smartscape website and to information on water conservation on the TWDB and TCEQ websites and other resources*

7. WATER RATE STRUCTURE

The City Council of Sherman reviews the water rates annually and makes whatever adjustments necessary to provide for a self-sufficient, well-maintained water system. (See Attachment B - Water and Sewer Rates) The rate structure is intended to encourage conservation and discourage excessive use and waste of water.

8. OTHER WATER CONSERVATION MEASURES

8.1 Reuse and Recycling of Wastewater

The City of Sherman encourages, through its Industrial Waste Ordinance, the reuse of water by its major industrial customers.

8.2 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The city's Plumbing code encourages the use of water conserving plumbing fixtures for residential and commercial construction. In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992 meet the following standards:

- *Shower Heads: No more than 2.75 gallons per minute at 80 pounds per square inch of pressure*
- *Lavatory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure*
- *Wall Mounted, Flush-o-meter Toilets: No more than 2.0 gallons per flush*
- *All Other Toilets: No more than 1.6 gallons per flush*
- *Drinking Water Fountains: Must be self closing*

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

- *Hot Water Pipes: Hot water lines not in or under a concrete slab should be insulated*
- *Swimming Pools: Swimming pools should have recirculation filtering equipment*
- *Automatic Dishwashers: Automatic dishwashers installed in residential dwellings should be a design that uses a maximum of 6 gallons of per cycle*
- *Automatic Clothes washers: Automatic clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle*

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements.

Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business operators.

8.3 *Landscape Water Management Measures*

Through its public information program, the city encourages and supports the use of landscaping techniques requiring less water.

8.4 *Requirement for Water Conservation Plans by Wholesale Customers*

The City of Sherman shall require that for every wholesale water supply contract entered into or renewed after adoption of this Plan, including contract extensions, the wholesale customer develop and implement a Water Conservation Plan using the applicable elements of Chapter 288 of the Texas Commission on Environmental Quality (TCEQ) rules. If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for resale of water must have water conservation requirements so the each successive customer in the resale of the water will be required to implement water conservation measure in accordance with applicable provisions of Chapter 288 of the TCEQ rules.

8.5 *Coordination with Regional Water Planning Group and GTUA*

Attachment D includes a letter to the Chair of the Region C Water Planning Group transmitting this water conservation plan. Each wholesale customer will send a copy of their ordinance(s) or regulation(s) implementing the plan and their water utility profile to the City of Sherman. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will be sent to the Chair of the Region C Water Planning Group by the wholesale customers and to the City of Sherman, with a copy of the Water Conservation Plan.

9. *IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN*

The City Manager, as part of the regular duties of that position, is responsible for implementing and enforcing the Sherman Water Conservation Plan, as adopted by the Sherman City Counsel (See Attachment C)

9.1 *Schedule for Implementing the Plan to Achieve Targets and Goals*

Following is a schedule, to achieve the targets and goals for water conservation:

- *Calibrations of large meters for treated water deliveries to be conducted annually*
 - *Meter replacement program:*
 - *Meters will continue to be monitored for accuracy annually and replaced on a fifteen-year cycle, or when accuracy cannot be maintained within $\pm 5\%$*
- *Water audits conducted annually*
 - *Real water losses are identified and corrected*
 - *Real water losses are minimized by replacement of deteriorating water mains and appurtenances, conducted on an on-going basis*

- *Materials developed to encourage water conservation measures, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality or other sources will be available by referencing the City's website or at the City offices*
- *Water conserving pricing*
 - *A rate analyst will be hired when necessary to review rates and determine any changes necessary to the rate structure*
 - *Rates shall be reviewed annually to insure water revenues exceed expenses and replacement costs and to discourage excessive and wasteful use*
- *The leak detection program to reduce real water losses*
 - *Continuing inspections of water mains and connections*
 - *Intermittent night-flow measurements to be conducted annually*
 - *Pressure control of the water system by use of SCADA system*
 - *Pressure zones operated based on the topography*
 - *Surges in pressure limited by proper valve operation*
- *The 2006 International Plumbing Code shall be followed, and all new construction or renovations required to use water conserving fixtures*

9.2 *Tracking of Targets and Goals*

Staff shall track targets and goals by utilizing the following procedures:

- *Records shall be maintained for meter calibration, meter testing, and meter replacement programs*
- *Annual water audits shall be documented and kept in the files*
- *Records shall be maintained for the Leak Detection Program, including but not limited to the following:*
 - *Inspections of selected water main fittings and connections throughout the distribution system*
 - *Annual intermittent night-flow measurements*
 - *SCADA system is used to monitor water systems*
 - *Maintain records of water main repairs*
 - *Develop water main replacement projects based on leak and repair data*

10. *REVIEW AND UPDATE OF WATER CONSERVATION PLAN*

TCEQ requires Water Conservation Plans be updated prior to May 1, 2009. The plans are required to be updated every five years thereafter. The plan will be updated as required and as appropriate based on new or updated information.

11. *DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN*

11.1 *Declaration of Policy, Purpose and Intent*

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and minimize the adverse impacts of

water supply shortage or other water supply emergency conditions, the City of Sherman hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (“the Plan”) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 11.12 of this Plan.

11.2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Sherman by means of a public meeting held in the Council Chambers on Monday, April 20, 2009 at 5:00 p.m. Public notice of this meeting was provided by a paid advertisement in the Herald Democrat, the newspaper of general circulation in Grayson County (Attachment E).

11.3 Public Education

The City of Sherman will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases to local radio, TV and newspapers. Notices will also be placed in the local public access cable channel.

11.4 Coordination with Regional Water Planning Groups

The service area of the City of Sherman is located within the Region C Water Planning Area and the City of Sherman provided a copy of this Plan to the Chairman of Region C Regional Water Planning Group (Attachment D).

11.5 Authorization

The Mayor or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

11.6 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Sherman. The terms “person” and “customer” as used in the Plan include individuals, corporation’s partnerships, associations, and all other legal entities.

11.7 Definitions

For the purpose of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Sherman.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential or required for the protection of public, health, safety, and welfare, including:

- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) flushing gutters or permitting water to run or accumulate in any gutter or street;

- f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h) failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

11.8 Triggering Criteria for Initiation and Termination of Drought Response Stages

The Mayor or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of a publication in the newspaper of general circulation, notification to local radio/TV stations, posting notices on the public access cable channel, and written faxes to industrial and wholesale water users.

The triggering criteria described below are based on the drought of record of this area from 1950 to 1957. The City of Sherman is currently allotted 22,600 acre feet of water storage in Lake Texoma. This will provide an annual yield of 25 mgd available from Lake Texoma. The City currently has treatment capacity of 10 mgd. The City also has a well system capable of delivery of 15.3 mgd on a peak basis.

Sherman's Plan is based on the adequacy and reliability of the water production and distribution facilities under drought conditions. Capacity and equipment problems could temporarily impact Sherman's water production and delivery system. Given the groundwater and surface water resources available it is unlikely that the water supply will not meet the City's water needs to the 2050 planning period required by Senate Bill 1.

Stage 1 – Mild Water Shortage Conditions

Requirements for initiation – *Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section 11.7 - Definitions, when total daily water demand equals 80 percent or 20 mgd for five (5) consecutive days based on the "safe" operating capacity of water supply facilities.*

Requirements for termination – *Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.*

Stage 2 – Moderate Water Shortage Conditions

Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section 11.7 of this Plan when water demands equal or exceed 90 percent, or 23mgd for three (3) consecutive days based on the safe operating capacity of the facilities.

Requirements for termination – Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 – Severe Water Shortage Conditions

Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of the Plan when water demand equals 100% or 25 mgd for three (3) consecutive days based on the state operating capacity of the facilities.

Requirements for termination – Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 – Emergency Water Shortage Conditions

Requirements for initiation – The City of Sherman will recognize an emergency water shortage when one or more of the following conditions exist:

- a) Natural or man-made contamination occurs in the water supply source(s) of Lake Texoma
- b) The City of Sherman experiences water production or distribution system limitations
- c) The City of Sherman experiences a system outage due to the failure or damage of major water system components

Requirements for termination – Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

11.9 Drought Response Stages

The Mayor/Manager and his/her designee shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 11.8 of the Plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of a notice in a newspaper of general circulation:

Stage 1 – Mild Water Shortage Conditions

Goal: Achieve a voluntary 5 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand the City of Sherman will reduce or discontinue flushing of water mains.

Voluntary Water Use Restrictions:

a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with street addresses ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), or to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

b) All operations of the City of Sherman shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 – Moderate Water Shortage Conditions

Goal: Achieve a 15 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains and reduce or discontinue irrigation of public landscaped areas.

Water Use Restrictions – under threat of penalty or violation, the following water use restrictions shall apply to all persons:

a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8), and Saturdays and Tuesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

b) *Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.*

c) *Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. between 8:00 p.m. and 12:00 midnight.*

d) *Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.*

e) *Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Sherman.*

f) *Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Sherman, the facility shall not be subject to these regulations.*

g) *All restaurants are prohibited from serving water to its patrons except when requested.*

h) *The following uses of water are defined as non-essential and are prohibited:*

1) *wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;*

2) *use of water to wash down buildings or structures for purposes other than immediate fire protection;*

3) *use of water for dust control except where there is concern for public health in confined spaces;*

4) *flushing gutters or permitting water to run or accumulate in any gutter or street; and*

- 5) *failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).*

Stage 3 – Severe Water Shortage Conditions

Goal: Achieve a 20 percent reduction in daily water demand.

Supply Management Measures:

In an effort to manage limited water supplies and/or reduce water demand, the City of Sherman will reduce or discontinue flushing of water mains, discontinue irrigation of public landscaped areas and use of reclaimed water for non-potable purposes.

Water Use Restrictions: all requirements of Stage 2 shall remain in effect during Stage 3 except:

- a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.*
- b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Sherman.*
- c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.*

Stage 4 – Emergency Water Shortage Conditions

Whenever emergency water shortage conditions exist as defined in Section 11.8 of the Plan, the Mayor or his/his designee shall:

- a) Assess the severity of the problem and identify the actions needed and time required to solve the problem*
- b) Inform the appropriate city staff members and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored)*
- c) If appropriate, notify city, county and/or state emergency response officials for assistance*
- d) Undertake necessary actions, including repair and/or cleanup as needed*

- e) *Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.*

11.10 Industrial Customers

A monthly water usage allocation shall be established by the Mayor, or his/her designee, for each industrial customer that uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. The industrial customer's water usage baseline will be computed on the average water usage for the three-month period ending prior to the date of implementation of Stage 2 of the Plan. The Mayor shall give his/her best effort to see that notice of each industrial customer's allocation is mailed or faxed to such customer. If, however, a customer does not receive such notice, it shall be customer's responsibility to contact the City of Sherman to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of such notice. Upon request of the customer or at the initiative of the Mayor the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water usage because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce usage is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Council.

11.11 Water Rationing

Outside Wholesale Customer

The City of Sherman has contracted with several wholesale customers who are located outside the city limits. When drought conditions trigger Stage 1 criteria, each wholesale water customer will be mailed or faxed a notice requesting that they comply with the same voluntary water use practices as the water customers of the City of Sherman.

When moderate or Stage 2 criteria are triggered each wholesale water user will be mailed or faxed a letter advising that they will be expected to comply with a pro-rata reduction of water usage in compliance with provisions of 11.039 of the Texas Water Code. This pro-rata reduction shall mean that the same water use restrictions enforced on the City of Sherman water users will be applicable to wholesale water customers.

If Stage 3 criteria are triggered the City of Sherman will mail or fax a letter to each wholesale water customer advising that each wholesale water customer will be expected to comply with the same restrictions as customers of the City of Sherman and each wholesale water customer must comply with the provisions of 11.039 of the Texas Water Code.

If, however, a customer does not receive a notice sent by the City of Sherman, it shall be the wholesale customer's responsibility to contact the City of Sherman to determine the restrictions with which it must comply. In future contracts for wholesale water sales or renewals of existing contracts the City of Sherman will include a provision stating that in case of a shortage of water resulting from a drought or equipment failure, the water to be distributed shall be divided in accordance with the Texas Water Code, Section 11.039.

11.12 Enforcement

a) No person shall knowingly or intentionally allow the use of water from the City of Sherman for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Mayor or his/her designee in accordance with the provisions of this Plan.

b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than Twenty Dollars (\$20.00) and not more than One Hundred Fifty Dollars (\$150.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Mayor shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of reconnection charge, hereby established at Fifteen Dollars (\$15.00), and any other costs incurred by the City of Sherman in discontinuing service. In addition, suitable assurance must be given to the Mayor that the same action be sought through injunctive relief in the district court.

c) Any person, including a person classified as a water customer of the City of Sherman, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proved he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

d) Any employee of the City of Sherman, police officer, or other Sherman employee designated by the Mayor may issue a citation to a person he/she reasonably believes to be in violation of this Plan.

11.13 Variances

The Mayor or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would

cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

a) Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the Mayor within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Mayor or his/her designee, and shall include the following:

a) Name and address of the petitioner(s).

b) Purpose of water use.

c) Specific provision(s) of the Plan from which the petitioner is requesting relief.

d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

e) Description of the relief requested.

f) Period of time for which the variance is sought.

g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

h) Other pertinent information.

Variances granted by the City of Sherman shall be subject to the following conditions, unless waived or modified by the Mayor or his/her designee:

a) Variances granted shall include a timetable for compliance.

b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

11.14 Severability

It is hereby declared to be the intention of the Sherman City Council that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Sherman City Council without the incorporation of this Plan of any such unconstitutional phrase, clauses, sentence, paragraph, or section.

11.15 Plan Review and Update

The City of Sherman shall review and update, as appropriate, the Drought Contingency Plan every five (5) years, based on New or updated information.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE 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:

INTERIM CITY ATTORNEY

Summary Water Conservation and Drought Contingency and Water Emergency Response Plan

Objectives

- Determination and resolution of water losses.
- Public education concerning water conservation.
- Continue to upgrade preventive maintenance programs.
- Repair and replace meters as needed.
- Implement leak detection measures.
- Increase control over pressure variations.

Goals

- Maintain consumption at or below 145 gpcd (gallons per capita per day).
- Maintain 14% or less unaccounted for water for 2015 target.
- Maintain 14% or less unaccounted for water for 2020 target.
- Distribute conservation information to customers.
- Encourage use of water conservation fixtures such as low flow shower heads and low flow flush toilets.
- Public education on use of reduced irrigation landscaping.
- Use of uniform rate structure to discourage high usage.

Summary Water Conservation and Drought Contingency and Water Emergency Response Plan

STAGE 1: Mild Water Shortage Conditions

- Voluntary rationing of outside watering.
- Triggered by five (5) consecutive days at or above 80% (for 20 MGD) of total demand.
- Goal is a 5% reduction in demand.

STAGE 2: Moderate Water Shortage Conditions

- Mandatory rationing of outside watering.
- Triggered by three (3) consecutive days at or above 90% (or 23 MGD) of total demand.
- Goal is a 15% reduction in demand.

STAGE 3: Severe Water Shortage Conditions

- More restrictive and mandatory rationing of outside water (hand-held hose watering at limited times of the day).
- Triggered by three (3) consecutive days at or above 100% (or 25 MGD) of total demand.
- Goal is a 20% reduction in demand.

STAGE 4: Emergency Water Shortage Conditions

- Natural or man-made contamination occurs.
- The City of Sherman experiences water production or distribution system limitations.
- The City of Sherman experiences a system outage due to the failure or damage of major water system components.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5601, 5602 and 5603

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5601

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

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5602

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. Shelp Survey, Abstract No. 1097 (Harwell Investments, LLC dba JHR Investments, Owner; Sean Brownlee, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5603

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. B.5

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 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

C.3 * 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

C.4 * 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

D.1 * CHANGE ORDER NO. 1

Highland Avenue Water Main Replacement between McGee Street and Taylor Street; \$602.35, Increase



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. C.1

RESOLUTION NO. 5351

Authorizing Execution of an Interlocal Cooperation Agreement with the City of Denison for Recycling Services

Issue

To provide for an Interlocal Cooperation Agreement with the City of Denison for the acceptance of their recycled material at the Sherman transfer station

Background

The City of Denison developed a recycling drop-off facility a few years ago for city residents to drop off recycled material. Currently, Denison generates an average of ten tons of recyclables per month, consisting essentially of the same components as in the Sherman recyclable waste stream. Historically, Sherman has operated under a verbal agreement with Denison, allowing them to bring their recyclables to our transfer station, on average about once per week. At this time, the volume received from Denison is relatively small and does not affect the operation of the transfer station or our transfer operation to the materials recovery facility in Plano. We have never rebated Denison for the sale of their recyclable commodities. Now, because of the increased cost of transporting the recyclables to Plano, staff is of the opinion that formalizing an agreement with Denison and charging them a portion of the cost to transport recyclables is appropriate.

Origination

Department of Public Works

Financial Consideration

Staff has analyzed the cost of handling and transporting recyclables to Plano and believes that charging Denison \$30/ton, plus a portion of the facility processing fee, is appropriate at this time. This charge should be evaluated annually and changed as appropriate.

Staff Recommendation

Approve an Interlocal Cooperation Agreement with the City of Denison, allowing them to continue hauling their recyclables to the Sherman transfer station. This arrangement should be evaluated annually and a determination made as to whether it is in Sherman's best interests to continue accepting Denison's recyclables.

Alternatives

Those as may be directed by the City Council

Attachments

Resolution No. 5351

Interlocal Cooperation Agreement with the City of Denison

Prepared by:

Jeffrey R. Miller, Public Works Director

Approved by:

George Olson, City Manager

RESOLUTION NO. 5351

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; 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 Interim City Attorney, to execute an Interlocal Cooperation Agreement with the City of Denison for recycling services, in accordance with the terms and provisions of the contract document attached hereto as Exhibit "A" 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: _____
INTERIM CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT
FOR THE PROVISION OF ACCEPTING AND TRANSPORTING
MATERIALS FOR RECYCLING ENTERED INTO BY
AND BETWEEN THE CITY OF SHERMAN, TEXAS
AND THE CITY OF DENISON, TEXAS**

**THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §**

This Interlocal Cooperation Agreement, (“Agreement”) is made, entered into and executed by and between the City of Sherman, Texas, a political subdivision located in Grayson County, Texas (“Sherman”), and the City of Denison, Texas, a political subdivision located in Grayson County, Texas (“Denison”), jointly referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Chapter 791, TEXAS GOV’T CODE, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with municipal government; and

WHEREAS, the Parties have determined that accepting and transferring materials for recycling are part of a function of government that they may perform; and

WHEREAS, it is the desire of the Parties to comply with and further the policies and purpose of the Interlocal Cooperation Act; and

WHEREAS, Sherman and Denison have mutually agreed that it would be beneficial to the community to allow Denison to deposit recyclables at the Sherman Solid Waste Transfer Station for recycling; and

WHEREAS, it is deemed in the best interest of both Parties to enter into a mutually satisfactory non-exclusive agreement for the provision of accepting and transporting materials for recycling;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

ARTICLE 1. SCOPE OF SERVICES

1.1 Denison hereby agrees to comply with the following provisions under which recyclable material will be transported and deposited at the Sherman Transfer Station:

- Recyclables may be delivered to the Sherman Transfer Station between the hours of 7 a.m. to 9 p.m., Monday through Friday.
- Denison shall call the Transfer Station prior to transporting recyclables to inform Sherman of the expected time of arrival.
- Denison's employee shall report into the Sherman Solid Waste office upon arrival at the Transfer Station.
- Denison's employee shall provide Sherman with a certified weight receipt of the load of recyclables upon arriving at the transfer station.
- Denison shall deliver only the following recyclables (less glass) to the transfer station:
 - o All plastic bottles: all bottles and containers (#1-7 except #6) such as soft drink and water bottles, milk jugs, detergent bottles, etc. (dispose of lids).
 - o Cans: empty aluminum, steel and tin cans, empty aerosol cans.

- o Clean paper items: including newspapers, inserts and magazines, phonebooks, junk mail, and office paper.
 - o Corrugated cardboard: shipping boxes and other regular boxes.
 - o Boxboard: including dry food boxes such as cereal boxes with liners removed, shoe boxes, etc.
- Denison shall agree to reimburse Sherman for the full and total cost of proper disposal of any contaminated material in the Sherman recycling waste stream.
 - Denison may only transport recyclables received from City of Denison residents and the Texoma Area Solid Waste Authority (TASWA).
 - Denison shall give Sherman the right to inspect the recyclables and refuse any load that is contaminated.

ARTICLE 2. COMPENSATION

2.1 Sherman shall be solely responsible for the billing and collection of payment for accepting and handling recyclable material from Denison.

Denison will pay Sherman Thirty Dollars and No Cents (\$30.00) for each ton of recyclables delivered to the Transfer Station. The monthly invoice will also include a processing fee, proportionate to the monthly tonnage received from Denison, as charged by the Allied Waste materials recovery facility in Plano, Texas.

ARTICLE 3. NO AGENCY RELATIONSHIP

3.1 Denison and Sherman agree that its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of the other city.

**ARTICLE 4.
EFFECTIVE DATE**

4.1 This Agreement becomes effective when signed by the last Party hereto and shall remain in effect for one (1) year. This Agreement shall renew automatically for one (1) additional year. Provided, however, this Agreement may be terminated by either Party at any time during the term of the contract by giving thirty (30) days advance notice in writing to the other Party.

**ARTICLE 5.
MISCELLANEOUS**

5.1 Notices and Addresses. All notices required under the Agreement must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

For Sherman: City of Sherman
City Manager
P.O. Box 1106
Sherman, Texas 75091-1106

For Denison: City of Denison
City Manager
P.O. Box 347
Denison, Texas 75021-0347

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this Section.

5.2 Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement.

5.3 Venue. The Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created by the Agreement are performable in Grayson County, Texas.

5.4 Legal Construction. In case any one or more of the provisions contained in the Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

5.5 Prior Agreement Superseded. The Agreement constitutes the sole and only agreement of the Parties to the Agreement and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of the Agreement.

5.6 Equal by all Parties. The Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of the Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by the Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the Parties may have by law, stature, ordinance, or otherwise.

5.8 Force Majeure. Neither Sherman nor Denison shall be required to perform any term, condition or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Sherman or Denison and which, by the exercise of due diligence, Sherman or Denison is unable, wholly or in part, to prevent or overcome.

5.9 Time of Essence. Time is of the essence with regard to the Agreement.

5.10 Indemnity. To the fullest extent permitted by the Constitution and laws of the State of Texas, Denison agrees to indemnify, protect, defend, and hold harmless Sherman, and its respective employees acting within the scope of their employment from and against all claims, damages, losses, liens, causes of action, suits, judgements, expenses, including reasonable attorneys' fees, of any nature, kind, or description (collectively, the "claims") arising out of or resulting from any act or omission by Denison, its employees or subcontractors, in connection with the obligations hereunder except to the extent any such claims are a result of the negligence or willful misconduct, act or omission of Sherman. The indemnification is subject to and does not waive any governmental immunity available to the parties under Texas law, and any other defenses of the parties under Texas law.

5.11 Assignment of Transfer. This Agreement is not assignable.

5.12 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

5.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

5.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in writing signed by the Parties which expressly refers to this Agreement.

5.15 Recitals Incorporated. The Parties agree that the Recitals contained herein are incorporated as if fully set forth herein, that the Recitals are true and correct, and that each Party relied upon the Recitals as a basis for entering into this Agreement.

IN WITNESS WHEREOF, the Parties as a basis for entering into this agreement to be executed by their authorized officers.

CITY OF SHERMAN, TEXAS

CITY OF DENISON, TEXAS

BY: George Olson, City Manager

BY: Larry Cruise, City Manager

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Linda Ashby, City Clerk

Julie Lollar, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Interim City Attorney

Tom Akins, City Attorney



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. C.2

*** 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**

Issue

Approval of a contract for professional engineering services with Teague, Nall and Perkins, Inc. (TN&P) for the design of Lamberth Road west from Heritage Parkway (F.M. 1417) to Shady Oaks Lane

Background

The improvements to Lamberth Road west of Heritage Parkway is a fiscal year (FY) 2008-2009 Capital Improvement Program project. Lamberth is one of the city's east/west thoroughfares and is an important street as the city develops on the west side and Pecan Grove Park sees increased use. Design options that the engineering consultant will look at for this section of Lamberth will include building it as the two-lane boulevard, as it was originally designed, or widening it to 37' with sidewalks.

Origination

Public Works Department

Financial Consideration

TN&P's fee for engineering services will be \$103,000.00 and includes surveying, engineering design, bidding services, and construction services. Funds for the engineering design and construction are included in the FY 2008-2009 CIP budget.

Staff Recommendation

It is recommended that the contract for engineering services with Teague, Nall and Perkins, Inc. for the improvement of Lamberth Road be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5352

Engineering Services Agreement with Exhibit "A"

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5352

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; 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 Interim City Attorney, to execute 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, in accordance with the specifications and conditions of the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with **LAMBERTH ROAD WEST FROM HERITAGE PARKWAY TO SHADY OAKS** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

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

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

7. **Insurance.** Engineer agrees to procure the following insurance:

- a. Workers' Compensation as required by law.
- b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

8. **Indemnity and Duty to Defend.**

A. ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE.

B. Engineer 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 Engineer 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 Interim 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 Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer 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 Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer 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. Independent Contractor. Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

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

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

12. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent.

City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

13. Special Terms or Conditions. None

14. Complete Contract. This Agreement, including Exhibits "A and its attachments", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibits "A-G" conflict with this Agreement, the provisions in the Agreement control over the provisions in the exhibits. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

15. Mailing of Notices. Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Jeff Miller
Director of Public Works
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Chris Schmitt, P.E.
Teague, Nall & Perkins, Inc.
200 N Travis St # 500
Sherman, TX 75090
(903) 870-1089

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

16. Miscellaneous.

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

**ENGINEER
TEAGUE, NALL AND PERKINS, INC.**

BY: _____
George Olson
City Manager

BY: _____
Chris Schmitt, P.E.
Office Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
Interim City Attorney

TNP TEAGUE NALL AND PERKINS

Civil Engineering Surveying Landscape Architecture Planning

EXHIBIT A AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: City of Sherman ~ Lamberth Road West Expansion

TNP PROJECT NUMBER: SHN XXXX

CLIENT: Jeff Miller
Public Works Director

ADDRESS: City Of Sherman
P.O. Box 1106
Sherman, TX 75091-1106
903 892 7200 (P)
903 892-7355 (F)

The City of Sherman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the ENGINEER) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services for expansion of Lamberth Road west to the end of City maintenance. A detailed scope of **BASIC SERVICES** is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be on a basis of the following:

1) **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER a fixed fee as follows:

#	TASK	FEE	APPROVED	DATE
1	Topographical Survey	\$ 10,000.00		
2	Preliminary Engineering	\$ 18,000.00		
3	Site Engineering	\$ 58,500.00		
4	Bidding Phase Services	\$ 4,500.00		
5	Construction Services	\$ 9,000.00		
6	Reimbursable Expenses (Budget)	\$ 3,000.00		
Reimbursable expenses shall include printing, copies, fed ex, etc....				

2) **ADDITIONAL SERVICES:** Services provided by the ENGINEER which are not specifically included in BASIC SERVICES as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates. Examples of **ADDITIONAL SERVICES** are shown at Attachment 'B'.

3) **BASIC SERVICES** and **ADDITIONAL SERVICES** shall be billed monthly based on the percentage of work complete. The CLIENT shall pay promptly upon receipt of invoice. Delays of payment in excess of 21 days after receiving the invoice or 30 days of the invoice date may result in cessation of services until full payment is received. Time shall be added to the project schedule for any work stoppages resulting from the CLIENT's failure to render timely payment.

Agreement to this contract acknowledges available funding for the proposed engineering and surveying services. Payment for engineering and surveying services shall not be contingent upon the CLIENT's available project-specific funds, or anticipated future funding.

SCHEDULE: The proposed services shall begin within 5 working days of authorization to proceed. A project design schedule is included as Attachment 'C', and made a part hereto.

SUPPLEMENTAL PROVISIONS: The attached supplemental provisions are incorporated and made a part of this agreement.

Article III

Please execute and return a signed copy for our files.

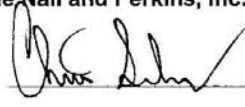
Approved by CLIENT:
George Olson
City Manager
City of Sherman

By: _____

Title: _____

Date: _____

Accepted by ENGINEER:
Chris Schmitt PE
Office Manager
Teague, Nall and Perkins, Inc.

By:  _____

Title: Principal

Date: 4/9/09

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. ENGINEER'S OPINION OF PROBABLE COST

Any cost opinions provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost opinions.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. TNP shall deliver all such work to CLIENT in all then existing forms, including electronic CAD systems. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

15. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

16. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for site safety.

17. DRAINAGE CLAUSE

TNP, Inc. in the performance of its services may be required to assess the impact of the Project on neighboring property owners. The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

18. CONSTRUCTION MEANS AND METHODS

Means and methods of construction are the sole responsibility of the contractor.

ATTACHMENT 'A'

ITEMIZED SCOPE OF SERVICES

PROJECT DESCRIPTION

This project generally consists of preparation of construction plans and bid documents for the construction of approximately 2,700 LF of Lamberth Road from FM 1417 to Shady Oaks Lane. The approximate project limits are shown on Attachment A.

The scope of Basic Services generally consists of the preparation of detailed plans and specifications for the roadway reconstruction and the associated drainage infrastructure.

Special Services include:

- Topographical Design Survey

as described herein.

GENERAL

A. Basis for Scope of Services

The following assumptions were used by the ENGINEER for the preparation of the scope of Basic Services and Special Services for this project and the determination of fees. In the event that there are changes to the scope of work, a contract amendment may be necessary to adjust the fees.

1. The project will be designed to construct the additional pavement required to complete the divided arterial section as described in the City's 1998 Comprehensive Master Plan.
2. The additional lanes will consist of 25' of asphalt pavement with a concrete curb and gutter section. We understand that most of the 85-foot right-of-way (ROW) has already been acquired. We will work with the City as necessary in order to verify which parcels, if any, need further action.
3. Sidewalks shall be provided within the parkway and shall be generally located 1' within the ROW.
4. Engineer will coordinate with TxDOT/City of Sherman in order to adjust the existing traffic signal at FM 1417 as needed to accommodate the proposed improvements.
5. It is assumed that no CLOMR/LOMR will be necessary as part of this project.
6. We do not anticipate the need for a noise survey, and have not included one in our scope.
7. Because the existing roadway is being reconstructed we do not anticipate the need for a permit from the State Antiquities Commission.
8. The project will be designed and constructed in accordance with the City of Sherman's current standard specifications, drainage design criteria and pavement design criteria. This agreement is based on design in accordance with City standards, and review by

City of Sherman staff only with the exception of the possible signal work at FM 1417 which may also be reviewed by TxDOT.

9. Right-of-way (ROW) negotiations or acquisition is not a part of the scope of this agreement. We understand that most ROW and easement documents have already been prepared as part of the initial phase of this project. If additional easements are required we request that those be billed as reimbursable on a case by case basis
10. No construction staking is included in the scope of this agreement.
11. No utility relocation is anticipated, and accordingly none is included in the scope of the agreement. The utility poles along the south ROW will be relocated by the franchise utility company as necessary. ENGINEER will assist with identifying potential conflicts and notifying franchise utility companies accordingly.
12. Other than seeding of the medians and parkways, no landscaping or streetscaping is included in this proposal. Design of an irrigation system for the medians or parkways is not included in this proposal.

B. Design Meetings

1. The ENGINEER will conduct a project kickoff meeting with City staff to clarify responsibilities and to review the project schedule, which the ENGINEER will provide at the meeting.
2. The ENGINEER will meet regularly as needed with the City staff during the development of the conceptual, preliminary and final design phases of the project.

C. Project Management, Administration and Coordination

1. At the beginning of each phase of the project, the ENGINEER will establish a work program and schedule for the various tasks (survey, design, etc.) associated with that phase. The ENGINEER will be responsible for the coordination, supervision, review and implementation of work performed.
2. The ENGINEER will coordinate with TxDOT regarding a permit for the work at the FM 1417 Intersection including possible sign modifications.
3. The ENGINEER will coordinate with the City of Sherman to help schedule lane closures and traffic operations related to the project.

D. Data Collection

1. The ENGINEER will collect, compile, and evaluate available data from the City or other entities that provide existing information related to the design of the project.
2. The ENGINEER will prepare and provide a location map/schematic plan to the CITY for distribution to affected utility companies. The schematics will be used by the utility companies to show approximate locations of their facilities that are, or may be, affected by the project.

-
3. The ENGINEER will make an effort to obtain as-built, record, and/or future plans for the following facilities in the project area including:
 - a. Culverts
 - b. Roadway
 - c. Water Lines
 - d. Sanitary Sewer Lines
 - e. Storm Drain Lines
 - f. Telephone and Cable TV Underground and/or Overhead Lines
 - g. Electric Underground and/or Overhead Lines
 - h. Gas Lines
 - i. Other Utilities Known to Serve the Project Area
 4. The ENGINEER will compile the preliminary information obtained above for later use in the field to help surveyors tie existing utility features and appurtenances visible on the ground surface. Relevant field tied information will be shown on the paving and drainage plans, as appropriate.
 5. The ENGINEER will attempt to identify potential utility conflicts from available information and provide this information to utility companies.

DESIGN PHASE

A. Roadway and Storm Drainage Design

1. The ENGINEER will develop plans for the proposed roadway and drainage improvements. These plan sheets will be at a 1"=40' scale and contain topographic information, existing and proposed right-of-way lines, existing underground utilities at identified locations of conflict, locations of driveways, pavement edges, culvert layouts and sections, contours where necessary, limits of structures, limits of retaining walls, if any, drainage structures including pipes, limits of barriers and any other information necessary for pavement construction. Profiles at 1"=40' horizontal scale and 1"= 4' vertical scale will contain existing ground lines at the proposed profile grade line, limits of structures and profile elevations at one foot intervals.
2. The ENGINEER will research potential locations for median openings for both private and public use. These openings will facilitate left turn traffic.
3. The ENGINEER will prepare cross-sections along the roadway at 100-foot intervals, which will extend to the proposed right-of-way limits. These cross-sections will form the basis for the determination of earthwork quantities. Cut and fill quantities will be computed and tabulated, referencing cross-sections. Cross-sections will be included in the preliminary and final plans.

B. Other Roadway Design Elements

1. A project title sheet will be prepared as required and included in the plans.
2. Project Layout sheets will be prepared at a uniform scale which clearly indicate the limits of the entire project and the main construction elements of the project.
3. Roadway typical sections will be prepared for paving sections along the various portions of the project.

-
4. Roadway horizontal and vertical control and horizontal curve data will be shown on the plans.
 5. Supplementary intersection layout information will be prepared to properly show the relationship between the profiles of intersecting streets, where deemed necessary by the ENGINEER.
 6. Details will be developed as necessary, including paving, drainage, culvert, utility, bridge structural and miscellaneous details to describe the various types of construction for which the CITY has no standard details available.
 7. An Erosion Control Plan will be prepared for the project, but a Stormwater Pollution Prevention Plan (SWPPP) will not. SWPPP development and implementation will be the responsibility of the Contractor. Standard City and NCTCOG details for erosion control will be used as appropriate.
 8. A street light plan is not included in this scope of services

C. Drainage Plans and Details

1. Drainage area maps will be prepared at a scale of 1"=200'. Off-site drainage areas will be depicted at a scale of 1"=400' minimum scale. Cross-culverts and storm drain systems will be located and sub-drainage areas determined. The runoff to each culvert and storm drain system will be calculated in accordance with the City's current drainage design criteria.
2. ENGINEER will utilize City of Sherman design criteria in order to design proposed storm drain system. City criteria will also be utilized in order to evaluate existing system that was design in Phase I of this project.
3. ENGINEER will also evaluate existing curb inlets for possible means and methods of improving pavement cross slope severity along inlet openings.
4. Plan/profile sheets will be provided for new culvert and storm drain construction. The plans will show culverts, storm drain, inlets, and necessary grading at outfalls. The plans will also show hydraulic grade line and flow data for each pipe segment and culvert.
5. Recommended drainage easement documents will be prepared and provided to the CITY for acquisition of easements by others.
6. Miscellaneous drainage details will be prepared for any drainage related items, which are not covered by the CITY's standard details.

D. Signing and Pavement Markings

1. The ENGINEER will develop pavement marking layout sheets for the project at an appropriate scale. These layouts will include baselines, pavement edges, right-of-way lines, pavement markings and buttons with dimensioning, culverts and other structures which may present a hazard to traffic, and proposed delineators and object markers. The City will be responsible for signage.

E. Traffic Control Plans

1. Traffic control and construction phasing shall be the responsibility of the contractor.
2. The ENGINEER will coordinate and provide the traffic control plans required for by TxDOT for the connection to the FM 1417.

F. Project Quantities and Opinion of Probable Cost

1. Project quantities and an Opinion of Probable Construction Cost will be a part of each submittal, as outlined below.
2. The ENGINEER's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of ENGINEER's experience and professional judgment, but will not imply any warranty that final bids might not vary from the cost opinions provided, since neither the ENGINEER nor the CITY have any control over market conditions or bidding procedures.

G. Submittals

1. Conceptual Plans

Conceptual plans will show proposed typical sections, horizontal alignment, intersection configurations, roadway profiles, and drainage area information, preliminary storm drain layout and preliminary culvert plans. Up to eight (8) sets of conceptual plans will be submitted for CITY review, along with an Opinion of Probable Construction Cost.

2. Preliminary Plans

Preliminary plans will include essentially complete paving plan and profile sheets, drainage area map, storm drain plan and profiles, culvert plans, preliminary striping plans, and preliminary proposal documents, in addition to revisions and modifications based on CITY review of conceptual plans. Exhibits and materials necessary for submittal to TxDOT for a permit at the FM 1417 intersection will be submitted with the preliminary plans. Up to eight (8) sets of preliminary plans will be submitted for CITY review, along with an updated Opinion of Probable Construction Cost. Upon CITY approval of preliminary plans, copies will be delivered to utility companies as plans adequate for utility relocation design.

3. Final Plans

Final plans will include the complete plan set, along the proposal document and a final updated Opinion of Probable Construction Cost. Up to eight (8) sets of final plans will be submitted for CITY review.

4. Final Bid Documents

Final documents will be based on CITY review comments of the initial final plan submittal. Deliverables will include one full-size signed and sealed plan set (mylar or blackline per City) along with the finalized proposal document and a final Opinion of Probable Construction Cost.

BIDDING & CONTRACT AWARD PHASE

1. ENGINEER will assist the CITY in the advertisement of the project for bid. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the project. The ENGINEER shall be responsible for dispersing all plans and specifications from its purchasing department to prospective bidders.
2. ENGINEER will provide technical support to the CITY during the Bidding & Contract Award phase by responding to bidder and CITY questions, reviewing the bids and making a recommendation of award to the CITY. ENGINEER will prepare necessary addenda during the bidding phase for distribution by the CITY.
3. The ENGINEER will participate in a Pre-Bid meeting (if held).
4. The ENGINEER will assist the CITY with the bid opening and will evaluate the bids and proposals and make recommendation to the CLIENT to award the construction contract.

CONSTRUCTION PHASE

A. Construction Observation and Contract Administration

The ENGINEER will provide limited construction observation and contract administration for the project within the scope of Basic Services as outlined below. Detailed daily construction inspection will be performed by the CITY. Any construction phase services requested by the CITY beyond those described below will be provided as Additional Services to be billed on an hourly reimbursable basis at ENGINEER'S standard hourly rates.

1. If requested, attend pre-construction conference.
2. Consult and advise the CITY; and assist in the preparation of change orders as required.
3. Prepare and submit record drawings (electronic and mylar) based on information and written documentation provided by the Contractor and the City inspector.

SPECIAL SERVICES TO BE PROVIDED BY ENGINEER

Special Services that may be provided by the ENGINEER for this Project include: design (topographic) surveys, ROW surveys, ROW and easement document preparation. The scope of work for some of these Special Services is more specifically described as follows:

TOPOGRAPHIC SURVEY AND ROW/EASEMENT DOCUMENTS

1. An on the ground survey of the route will be performed to provide an accurate topographic map of the route and to tie critical features such as pavement edges, existing utilities and other features that could impact the design of the proposed improvements. Sections will be taken at approximately 50-foot intervals and shall extend at least 100' either side from the anticipated centerline of the route. The survey will show all visible existing improvements and features within the proposed right-of-way limits throughout the project.
2. Easement and/or right-of-way document preparation and field surveying for the route is excluded in this scope. ENGINEER shall evaluate the current tax maps in order to discover any potential parcels may require additional ROW. We understand that the pertinent ROW exhibits were prepared during Phase I of this project and that most of the ROW has been acquired. All negotiations and acquisitions shall be performed by the City or its agent.
3. The horizontal and vertical location of known underground utilities will be tied based upon available information and "field locates" or markings provided by the utility companies. ENGINEER will rely solely on the cooperation of the various utility companies and any information they or the CITY make available.
4. Provide up to four horizontal control monuments and a minimum of two vertical benchmarks.
5. A specific tree survey is not a part of the scope of this agreement. Trees 6" in diameter and larger will be counted and cataloged as part of the design survey.

ITEMS TO BE PROVIDED BY CITY TO THE ENGINEER

The CITY or the CITY's designee will provide or make available to, or assist the ENGINEER in obtaining the following services, information and materials upon request:

1. Available past studies, correspondence, materials and mapping relative to the project.
2. Electronic topography from the City of Sherman GIS for use in preparation of off-site drainage area maps.
3. Assistance in obtaining data from third party sources which is available to the CITY at no cost to the ENGINEER.
4. Current City of Sherman Standard Details, Specifications and/or Contract Document data, such as required prevailing wage rates.

ATTACHMENT 'B' ADDITIONAL SERVICES

ADDITIONAL SERVICES: **ADDITIONAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **ADDITIONAL SERVICES** shall include, but not be limited to:

- a.) Trips and meetings beyond a 50-mile radius of Sherman;
- b.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
- c.) Printing, copying, plotting and document reproduction beyond that required to complete the **BASIC SERVICES**, as described herein;
- d.) Revisions to plans to reduce costs after bidding;
- c.) Environmental Assessments or permitting;
- d.) Additional Surveying required to accommodate scope of either onsite or offsite design efforts;
- e.) Preparing applications and supporting documents for government loans, grants or planning advances and providing data for detailed applications;
- f.) FEMA Flood Plain Studies, assessments, amendments;
- g.) Surveying beyond that stated in the Basic Services;
- h.) Construction Staking;
- i.) Street Lighting Design;
- j.) Franchise Utility Design;
- k.) Water and/or Sewer Studies and modeling;
- l.) Traffic Studies or counts;
- m.) Work related to acquiring easements or right-of-way;
- n.) Preparation of detailed landscape or lighting plans;
- o.) Correspondence and work requests related to Franchise Utility Design;
- p.) Serving as right of way and easement acquisition agent;
- q.) *Any offsite improvements: street improvements, drainage improvements, grading improvements, water or sanitary sewer improvements not defined in the Basic Services;*
- r.) Preparation of easements or ROW documents;
- s.) Permitting or inspection fees;
- t.) Filing/Inspection fees will be paid by the **CLIENT**.
- u.) Construction administration services are excluded. These services can be provided upon request.
- v.) Marketing Exhibits;
- w.) Irrigation Design;
- x.) Tree Survey or mitigation plans;
- y.) Client requested revisions to a proposed layout occurring after zoning, preliminary plat, or replat documents have been submitted to the City or County;
- z.) Design of retaining walls, foundations for structures, soil conditioning plans, landscape features, automated entry gates and water features.

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates as outlined in Attachment 'D'.

ATTACHMENT 'C'

PROJECT DESIGN SCHEDULE

ENGINEER shall endeavor to accomplish the work in accordance with the following schedule:

1. Award Contract	April 20, 2009
2. Complete Design Survey	April 24, 2009
3. Submit Preliminary Plans (50%) for review	May 9, 2009
4. Submit Final Plans (100%) for review	May 30, 2009
5. 100 % Construction/Bid Documents	June 12, 2009
6. Advertise for Construction	June 14, 2009
7. Bid Opening	July 2, 2009
8. Council Award	July 20, 2009

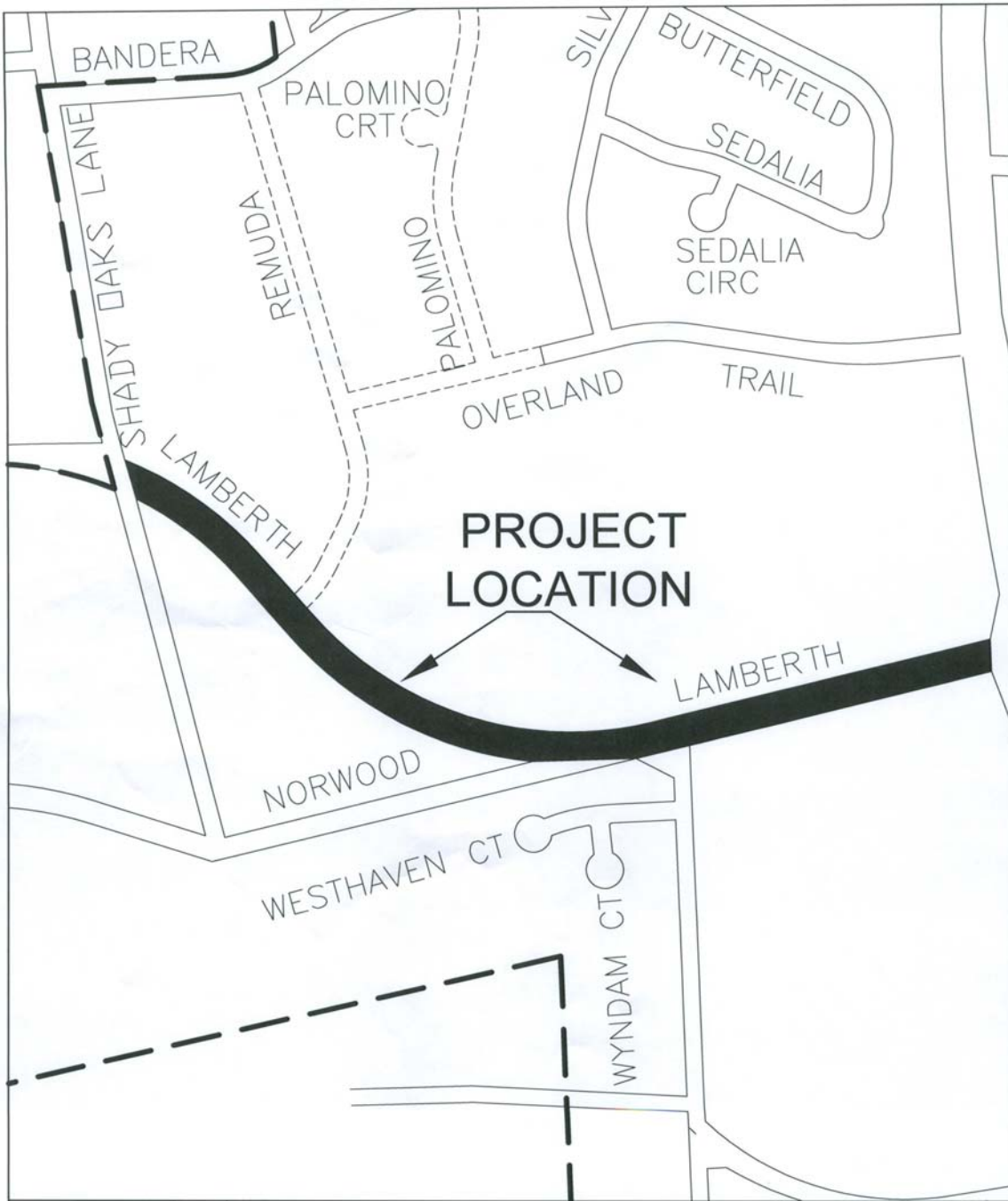
ENGINEER shall endeavor to complete the work per the above schedule. It is understood and agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that ENGINEER's ability to perform the scope of service is dependent upon timely receipt of information and data from the CLIENT, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CLIENT become delayed or not provided in a timely manner.

ATTACHMENT D
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2009 to December 31, 2009*

Engineering / Technical		From	-	To	
Principal		\$160	-	\$210	Per Hour
Project Manager		\$115	-	\$190	Per Hour
Senior Engineer		\$110	-	\$210	Per Hour
Engineer		\$80	-	\$140	Per Hour
Landscape Architect / Planner		\$70	-	\$160	Per Hour
Designer		\$85	-	\$120	Per Hour
Senior Designer		\$100	-	\$145	Per Hour
CAD Technician		\$80	-	\$90	Per Hour
Senior CAD Technician		\$75	-	\$110	Per Hour
IT Consultant		\$120	-	\$150	Per Hour
IT Technician		\$70	-	\$120	Per Hour
Clerical		\$50	-	\$80	Per Hour
Resident Project Representative		\$70	-	\$110	Per Hour
Surveying					
Survey Office Manager		\$125	-	\$170	
Registered Professional Land Surveyor		\$110	-	\$150	
S.I.T.		\$70	-	\$100	
Senior Survey Technician		\$70	-	\$100	
Junior Survey Technician		\$60	-	\$85	
2-Person Field Crew w/Equipment		\$100			
3-Person Field Crew w/Equipment		\$110			
4-Person Field Crew w/Equipment		\$135			
1-Person G.P.S. Crew w/Equipment		\$110			
2-Person G.P.S. Crew w/Equipment		\$130			
3-Person G.P.S. Crew w/Equipment		\$150			
1-Person Robotic Crew w/Equipment		\$90			
2-Person Robotic Crew w/Equipment		\$110			
Direct Cost Reimbursables					
Photocopies, Scans & PDF Files:	\$0.10/page	letter and legal size bond paper, B&W			
	\$0.20/page	11" x 17" size bond paper, B&W			
	\$1.00/page	letter, legal and 11" x 17" size bond paper, color			
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W			
	\$4.00/page	22" x 34" and larger bond paper or vellum, color			
Plots:	\$1.00/page	11" x 17" size bond paper, B&W			
	\$2.00/page	11" x 17" size bond paper, color			
	\$4.00/page	22"x34" and larger bond paper or vellum, B&W			
	\$6.00/page	22"x34" and larger bond paper or vellum, color			
	\$6.00/page	22"x34" and larger mylar or acetate, B&W			
Mileage	\$0.55/mile				

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

** Rates shown are for calendar year 2009 and are subject to change in subsequent years.*



**WEST LAMBERTH ROAD IMPROVEMENTS
FROM HERITAGE PARKWAY TO SHADY OAKS LANE**

City of Sherman, Texas





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. C.3

*** 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

Issue

Appropriating additional funds to increase the fiscal year (FY) 2008-2009 budget for the Street Sales Tax Fund by \$2,838,968 and to establish a new Tax Notes Debt Service Fund with authorized expenditures of \$780,087

Background

This budget amendment in the Street Sales Tax Fund relates to providing additional appropriations for the accelerated mill and overlay program accepted by the Council at the April 6, 2009 meeting and for recognizing receipt of the proceeds from issuance of \$3 million Limited Tax Notes, approved at the same meeting. This budget amendment will allow the City to complete the entire mill and overlay portion of the Enhanced Thoroughfare Network in the current year. Also included in the amendment for this fund is a transfer of funds to the Tax Notes Debt Service Fund needed to make the first debt service payment coming due on August 15, 2009.

The amendment to create the Tax Notes Debt Service Fund and appropriate funds for \$780,087 is to provide resources for the repayment of the principal and interest for the Limited Tax Notes approved by the Council at the April 6, 2009 Council meeting.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

This budget amendment will increase total authorized expenditures by \$3,619,055 for FY 2008-2009, with \$2,962,300 of that amount to be funded through proceeds from issuance of the Limited Tax Notes. The net effect of this amendment on fund balances is a decrease of \$4,899.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

The Council approved issuance of the Notes at the April 6, 2009 meeting, as well as the accelerated street enhancement plan, thus no alternatives are submitted.

Attachments

Resolution No. 5353

Budget Summary for Street Sales Tax Fund and Tax Notes Debt Service Fund

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5353

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; 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 2008-2009 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. Street Sales Tax Fund: To appropriate an additional \$2,838,968.00 as follows: \$2,453,637.00 for additional street improvements and \$385,331.00 for transfer to the Tax Notes Debt Service Fund
2. Tax Notes Debt Service Fund: To establish this fund and appropriate \$780,087.00 for the payment of principal and interest coming due on the 2009 Series Limited Tax Notes.

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:

BY: _____
INTERIM CITY ATTORNEY

Street Sales Tax Summary of Receipt and Expenditures

This special revenue fund accounts for the revenues generated from the additional one-eighth cent sales tax and expenditures for street improvements funded through these revenues.

	Approved 2008-2009	Proposed Revision	Proposed Amended 2008-2009
Beginning Fund Balance	\$ 15,000	\$ 303,117	\$ 318,117
Receipts			
Street Sales Tax Revenues	1,005,000	(447,586)	557,414
Debt Proceeds	-	2,962,300	2,962,300
Interest Income	2,000		2,000
Total Receipts	<u>1,007,000</u>	<u>2,514,714</u>	<u>3,521,714</u>
Total Funds Available	1,022,000	2,817,831	3,839,831
Expenditures			
Street Improvements	1,000,000	2,453,637	3,453,637
Transfer to Tax Notes Debt Service	-	385,331	385,331
Total Expenditures	<u>1,000,000</u>	<u>2,838,968</u>	<u>3,838,968</u>
Ending Fund Balance	<u>\$ 22,000</u>	<u>\$ (21,137)</u>	<u>\$ 863</u>

Tax Notes Debt Service Summary of Receipts and Expenditures

This debt service fund accounts for the revenues generated from the additional one-eighth cent sales tax and expenditures for debt service issued to finance the related street projects

	<u>Approved 2008-2009</u>	<u>Proposed Revision</u>	<u>Proposed Amended 2008-2009</u>
Beginning Fund Balance	\$ -		\$ -
Receipts			
Street Sales Tax Revenues	-	410,144	410,144
Interest Income	-	850	850
Transfer from Street Sales Tax Fund	-	385,331	385,331
Total Receipts	<u>-</u>	<u>796,325</u>	<u>796,325</u>
Total Funds Available	-	796,325	796,325
Expenditures			
Debt Service	-	780,087	780,087
Total Expenditures	<u>-</u>	<u>780,087</u>	<u>780,087</u>
Ending Fund Balance	<u>\$ -</u>	<u>\$ 16,238</u>	<u>\$ 16,238</u>



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. C.4

*** 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**

Issue

Awarding a bid to and authorizing execution of a contract with Synagro of Texas - CDR, Inc. for the 2009 Biosolids Project at the Sherman Wastewater Treatment Plant

Background

Funding has been included in the operating budget for a project to remove, process, and recycle biosolids from basins at the Sherman Wastewater Treatment Plant to agricultural land. The project has been publicly advertised; and bids were received on April 7, 2009 as noted in the attached bid tabulation. Nine contractors received bid documents. Three bids were received.

Origination

Utilities Administration and Treatment Services Departments

Financial Consideration

Budgeted funds for this project are available in the Wastewater Treatment Budget.

Staff Recommendation

It is recommended that the contract for the 2009 Biosolids Project be awarded to Synagro of Texas - CDR, Inc., based on their bid in the amount of \$159,185.00, 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. 5354

Bid Tabulation

Contract

Location Map

Prepared by:

Mark Gibson, Director of Utilities and Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5354

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; 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 Synagro of Texas - CDR, Inc. is hereby awarded the bid in the total amount of \$159,185.00, without change orders, for the 2009 Biosolids Project at the Wastewater Treatment Plant and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the Interim City Attorney, to execute a contract with Synagro of Texas - CDR, Inc. for the 2009 Wastewater Treatment Plant Biosolids Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

BID TABULATION

PROJECT: 2009 BIOSOLIDS PROJECT

OWNER: CITY OF SHERMAN

BID TIME & DATE: 11:00 A.M. TUES. APRIL 07, 2009

BID LOCATION: OFFICE OF THE DIRECTOR OF UTILITIES
AND ENGINEERING

BIDDER	TOTAL AMOUNT OF BID
Synagro of Texas – CDR, Inc.	\$159,185.00
Sludge Technology, Inc.	\$192,100.00
Chaney Environmental	No Bid
Containment Services, Inc.	No Bid
Terra Renewal Services	No Bid
Commercial Disposal Service, Inc.	No Bid
Mid-America Environmental Contractors, Inc.	No Bid
Hodges Farms & Dredging, LLC.	\$169,600.00
Biosolids Management Group, Inc.	No Bid

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 **SYNAGRO OF TEXAS - CDR, INC.** ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

For the 2009 Biosolids Project at the Sherman Wastewater Treatment Plant located in Sherman, Texas.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Time of the Essence*

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

- 3.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment within one hundred and eight (108) consecutive calendar days of the Notice to Proceed issued by the City.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

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

One Hundred Fifty-Nine Thousand One Hundred Eighty-Five and No Cents (\$159,185.00)

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 2.03 of the General Conditions and/or any other applicable provisions in the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Bid Specifications for the construction of the 2009 Biosolids Project (entire packet);
3. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid and Bidder Information on the Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;

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

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee: Wayne Kuse

Address:

P. O. Box 1106

Sherman, TX 75091

903-892-7286

If intended for CONTRACTOR, to:

Designee: Steve LeBlanc

Address:

1800 Bering Drive, Suite 1000

Houston, TX 77057

713) 369-1700

ARTICLE 9 - MISCELLANEOUS

9.01 *Assignment of Contract*

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

9.02 *Successors and Assigns*

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

9.03 *Severability and Conflict*

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

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

9.04 *Captions*

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

9.05 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm, including attorneys fees, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence of the CONTRACTOR and the CITY, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to and without waiving any governmental immunity available to the CITY under Texas law, and any

defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

9.06 *Choice of Law: Venue.*

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

9.07 *Binding Authority*

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

9.08 *Entire Agreement*

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

CONTRACTOR:
SYNAGRO OF TEXAS - CDR, INC.

By: _____
City Manager

By: _____

Attest _____
City Clerk

Attest _____

Notary Public

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

Notary

Expiration Date _____

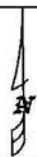
Approved as to form:

Interim City Attorney



2009 BIOSOLIDS PROJECT

City of Sherman, Texas





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

**Highland Avenue Water Main Replacement
between McGee Street and Taylor Street; \$602.35, Increase**

Issue

To consider approval of a change order for the Highland Avenue Water Main Replacement

Background

Change Order No. 1 is a final reconciliatory change order to adjust the final project quantities for the Highland Avenue Water Main Replacement between McGee Street and Taylor Street.

Origination

Department of Utilities Administration

Financial Consideration

The change order results in a \$602.35 increase in the original contract amount of \$84,591.00, yielding a final contract price of \$85,193.35. Capital Improvement Program funds are available to cover this change order.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

PROJECT Highland Avenue Waterline from McGee Street to Taylor Street

DATE OF ISSUANCE 3/30/09

EFFECTIVE DATE _____

OWNER City of Sherman

CONTRACTOR Saber Development Corporation

ENGINEER Morris Engineers

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

Description: Reconcile contract price to final quantities of work

Reason for Change Order: Project close-out

Attachments: Spreadsheet of quantities

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 84,591.00	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. _ to _ \$ -0-	Net change from previous Change Orders No. _ to _ Days
Contract Price prior to this Change Order \$ 84,591.00	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ 602.35	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 85,193.35	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:

Morris Engineers

By: 

Engineer (Authorized Signature)

Date: 3/31/09

APPROVED:

City of Sherman

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

Saber Development Corporation

By: 

Contractor (Authorized Signature)

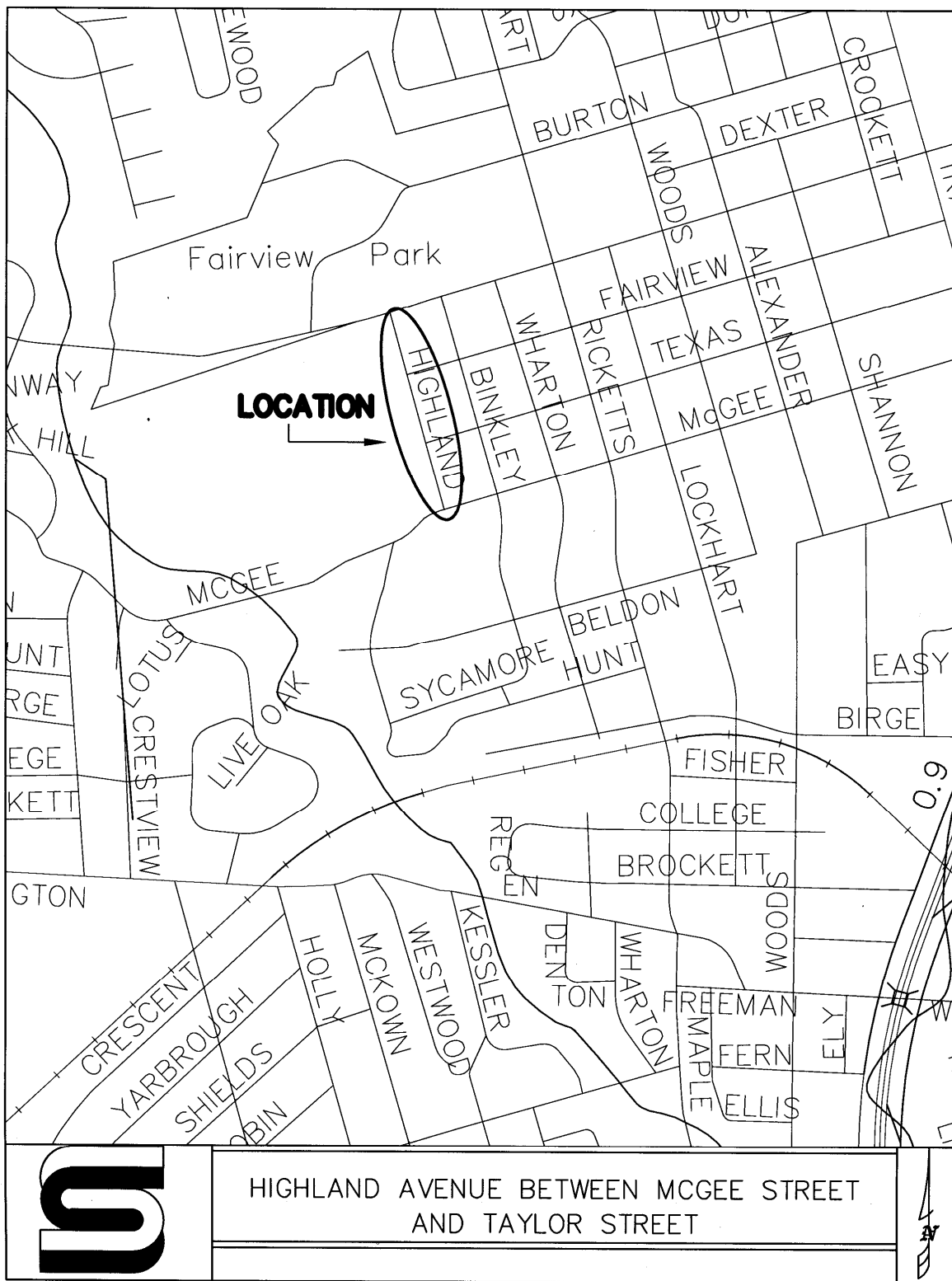
Date: 4-7-09

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

CHANGE ORDER NO. 1

ITEM NO	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	ORIGINAL CONTRACT	CHANGE ORDER NO. 1			REV'D QTY.	TOTAL CONTRACT
						ADD	DEDUCT	TOTAL		
1	F&I 6" DIA. AWWA C900 SDR 18 PVC WATERLINE	1300	LF	35.85	46,605.00	15		537.75	1315	47,142.75
2	F&I 6" DIA. AWWA GATE VALVES	2	EA	600.00	1,200.00				2	1,200.00
3	F&I 6"X8" DIA. TAPPING SLEEVE, 6" TAPPING VALVE	1	EA	1,600.00	1,600.00				1	1,600.00
4	F&I 6"X12" DIA. TAPPING SLEEVE, 6" TAPPING VALVE	1	EA	2,100.00	2,100.00				1	2,100.00
5	F&I FIRE HYDRANT ASSEMBLY	3	EA	2,600.00	7,800.00				3	7,800.00
6	PRICE FOR 14" STEEL ENCASEMT W/SPACERS	40	LF	35.00	1,400.00				40	1,400.00
7	F&I 5/8" TO 1" SERVICE CONNECTIONS								0	-
7A	EAST SIDE	19	EA	350.00	6,650.00				19	6,650.00
7B	WEST SIDE	20	EA	250.00	5,000.00				20	5,000.00
8	F&I ASPHALT STREET REPAIR	93	LF	17.00	1,581.00				93	1,581.00
9	REPAIR CONCR. DRVWAY APPROACHES, VALLEY GUTTERS	203	LF	19.50	3,958.50				203	3,958.50
10	REPAIR CONCR. SIDEWALKS	247	LF	19.50	4,816.50	30		585.00	277	5,401.50
11	EQPT & LABOR TO INSTALL CITY-FURNISHED METER	10	EA	100.00	1,000.00		-10	(1,000.00)	0	-
12	TRENCH EXCAVATION PROTECTION	1300	LF	0.10	130.00		-204	(20.40)	1096	109.60
13	PREPARE SWPPP	1	JOB	750.00	750.00				1	750.00
CO1	CUT & PLUG WATERLINE @ TAYLOR	1	JOB	500.00				500.00	1	500.00
	TOTAL				\$ 84,591.00			\$ 602.35		\$ 85,193.35





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

Subject: Agenda Item No. D.2

OTHER BUSINESS

**Receive Sherman Chamber of Commerce President Traci Carlson's Presentation
on "Shop Sherman"**

Issue

Chamber President Traci Carlson will make a brief presentation on "Shop Sherman."

Background

The Chamber has developed a program aimed at promoting and educating the public about the City's commercial and retail businesses. The goal is to stimulate shopping in Sherman by consumers within the City as well as those outside the City. This program will promote both retail and service-oriented businesses.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

There is no financial impact to this presentation.

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: 4-20-2009

Subject: Agenda Item No. D.3

OTHER BUSINESS

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

Issue

The Sherman Animal Shelter will hold its annual Adopt-a-thon on Saturday, May 2nd and Sunday, May 3rd during the hours of 9:00 a.m. to 5:00 p.m. at their facility at 1800 East Ida Road.

Background

In 1995, Pet Adopt-a-thon began simply as a North Shore Animal League America adoption weekend, with the goal of finding homes for each dog and cat in the shelter. The first weekend in May was set aside and plans were made to stay open 36 hours straight. Local media was called and special fun activities were held under the big tent - all to call attention to the many dogs, cats, puppies and kittens at the League. And it worked! That weekend, over 500 needy pets were placed in excellent adoptive homes. It became apparent that the overwhelming success had to be shared. Soon the League extended invitations to shelters everywhere to participate in Pet Adopt-a-thon '96. That year, over 700 animal organizations joined together; the result was thousands more loving adoptions. And every year since, Pet Adopt-a-thon has continued to grow (http://www.nsalamerica.org/how_we_help/adoptathon/).

The City of Sherman's Animal Shelter held its first Adopt-a-thon in 1996 and has continued the event each and every year. Last year, twenty dogs and seventeen cats were adopted during Sherman's annual Adopt-a-thon event.

Origination

The City Manager's Office

Council Action Requested

The Council need take no action on this agenda item.

Attachments

Pet Adopt-a-thon Flyer

Location Map

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

**SHERMAN ANIMAL
SHELTER
ADOPT-A-THON
2009**

**May 2nd and May 3rd
9:00 AM TO 5:00 PM**

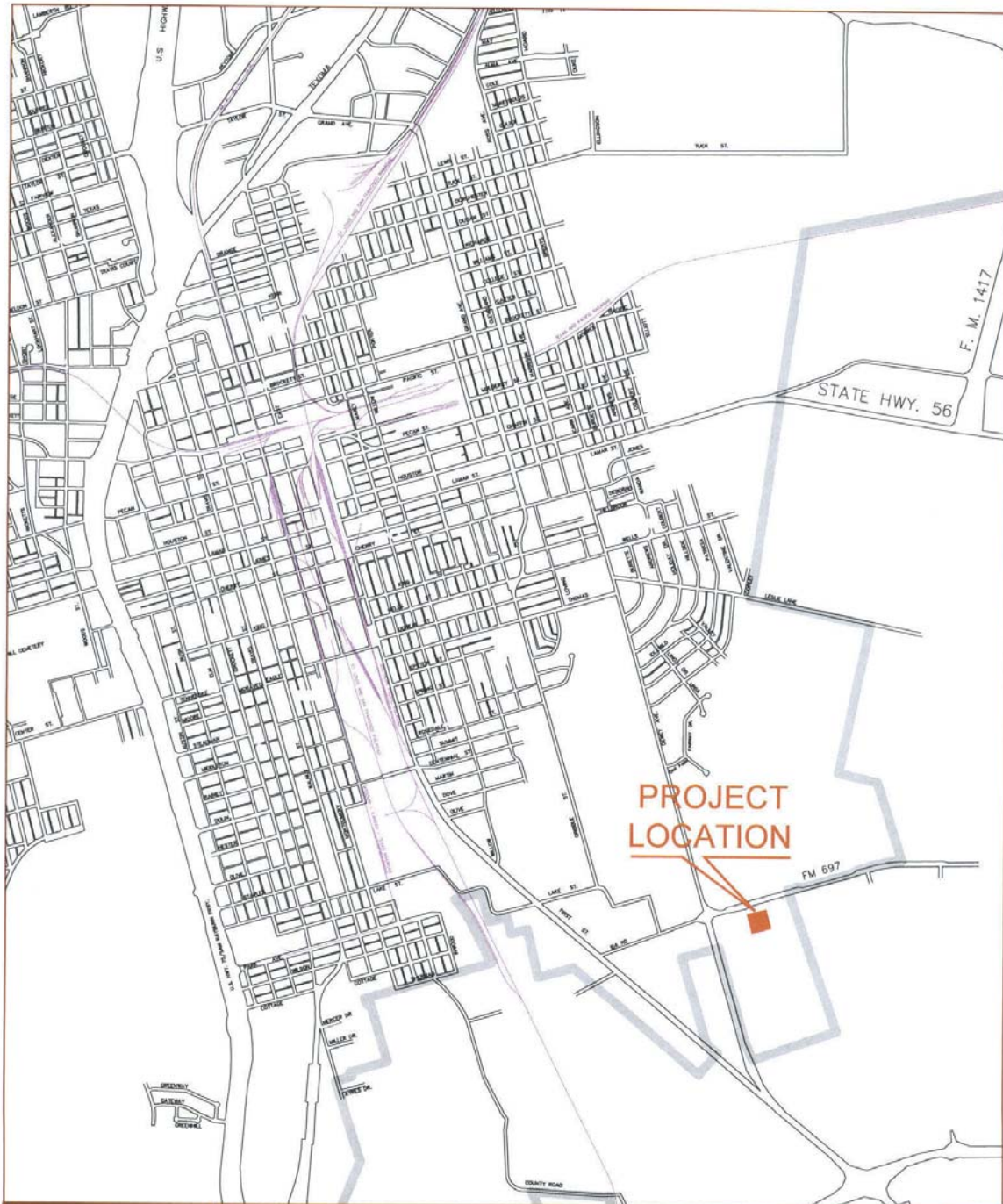


COME JOIN IN THE FUN

**FREE HOT DOG & DRINKS
BALLOONS FOR THE KIDS
AND MORE!!!!!!!**



**ANIMAL SHELTER 1800 E. IDA ROAD SHERMAN
FOR INFORMATION CALL (903) 892-7255**



City of Sherman, Texas
SHERMAN ANIMAL SHELTER ADOPT-A-THON

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-20-2009

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: 4-20-2009

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: 4-20-2009

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: 4-20-2009

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: 4-20-2009

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