

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

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER WILLIE STEELE](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 15, 2010](#)

Proclamation

- A.5 [PROCLAMATION](#)
“National Library Week” – April 11-17, 2010

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5644](#)
Declaring as Elected the Unopposed Candidates for the Office of City Council Member for District 1 and for District 3; Finding that All Necessary and Required Legal Conditions have been Satisfied; Providing that the May 8, 2010 Regular Municipal Election for City Council Shall Not be Held; Providing for Posting of this Ordinance on Election Day, May 8, 2010
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5645](#)
Amending Chapter 1 of the Code of Ordinances, entitled “General Provisions”, Article 1.11, entitled “Parks, Recreation and Miscellaneous Public Property”, Division 7, entitled “Municipal Building”, to Provide for a New Section 1.11.248 to be entitled “Municipal Ballroom Rules and Regulations”
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5646](#)
Amending Chapter 2 of the Code of Ordinances, entitled “Animal Control”, Article 2.01, entitled “General Provisions”, to Provide for a New Subsection 2.01.009.01 to be entitled “Livestock in Residential Areas” and New Subsection 2.01.009.02 to be entitled “Small Livestock and Fowl in Residential Areas”

B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5647](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Daycare Center in an R-1 (One Family Residential) District at 2111 East Tuck Street, being Lot 1, Block 1, Harmony Baptist Church Addition (Harmony Baptist Church, Owners; and Earl Brownlow, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Close Public Hearing and Consider Adoption of Ordinances

B.5 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- (a) 5644
- (b) 5645
- (c) 5646
- (d) 5647

B.6 [CONSENT AGENDA](#)

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

Resolutions

C.1 [* RESOLUTION NO. 5473](#)

Rescinding Resolution No. 4755 in its Entirety which Adopted a Policy and Fees for the Municipal Ballroom

C.2 [* RESOLUTION NO. 5474](#)

Awarding a Bid to and Authorizing Execution of an Agreement with Gerald E. Russell for an Agricultural Lease at the Sherman Wastewater Treatment Plant

C.3 [* RESOLUTION NO. 5475](#)

Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing & Landscaping Company for the 2010 Public Works Mowing Program

C.4 [* RESOLUTION NO. 5476](#)

Approving the Greater Texoma Utility Authority's Intention to Contract with TNT's Pipeline Corp. for Construction of the U.S. Highway 75 North Sewer Improvements, Contract "C"

C.5 [* RESOLUTION NO. 5477](#)

Awarding a Bid to and Authorizing Execution of a Contract with JMI Maintenance, Inc. for the Reconstruction of a Storm Sewer from Archer Drive to Sand Creek

- C.6** [RESOLUTION NO. 5478](#)
Awarding a Bid to and Authorizing Execution of a Contract with J&T Excavating, L.L.C. for the Reconstruction of West Washington Street
- C.7** [RESOLUTION NO. 5479](#)
Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, a Division of Vescor, Inc., for the Improvement of West Lamberth Road from Heritage Parkway (FM 1417) to Shady Oaks Lane
- C.8** [* RESOLUTION NO. 5480](#)
Authorizing Execution of an Agreement with Joey and Lynn Womble for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1414 East Lamar Street
- C.9** [* RESOLUTION NO. 5481](#)
Authorizing Execution of an Agreement with Joey and Lynn Womble for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1511 North Brents Avenue
- C.10** [* RESOLUTION NO. 5482](#)
Authorizing Execution of a Deed for the Resale of a Tract of Land at 520 West Jones Street, Seized for Delinquent Taxes

Change Order

- D.1** [* CHANGE ORDER NO. 1](#)
Solid Waste Site Transfer Station Paving Improvements, Phase IV; Lynn Vessels Construction, LLC; \$1,325.00, Increase

Other Business

- D.2** [OTHER BUSINESS](#)
Receive Sherman Chamber of Commerce President Traci Carlson's Presentation on "My Chamber App"
- D.3** [OTHER BUSINESS](#)
Recognizing the Greater Texoma Utility Authority Board of Directors and Others of Importance
- 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: 4-5-2010

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Willie Steele, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER WILLIE STEELE



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF MARCH 15, 2010

STATE OF TEXAS

§

March 15, 2010

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on March 15, 2010.

MEMBERS PRESENT:

MAYOR BILL MAGERS.

COUNCIL MEMBERS ADAMI, HOWETH, SOFTLY, WACKER.

MEMBERS ABSENT:

DEPUTY MAYOR JOE SMITH.

COUNCIL MEMBER STEELE.

CALL TO ORDER

Mayor Magers called the meeting to order at 5:01 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Chip Adami.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 1, 2010. Council Member Softly moved to approve the Minutes as presented; Second by Council Member Adami. All present voted AYE. MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5642 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", AT SECTIONS 4.14.032 AND 4.14.033, TO REFLECT THE CHANGE OF STATE AND, THEREFORE, CITY PERMIT FEE COLLECTION PROCEDURES FOR REGULATING THE MANUFACTURE, DISTILLING, BREWING, IMPORTING, TRANSPORTING, STORING, DISTRIBUTING OR SALE OF ANY BEER, WINE OR MIXED BEVERAGE. AMENDING PROCEDURES FOR PERMITS AND RENEWAL OF PERMITS TO REFLECT CHANGES IN STATE LAW. PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER. FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

ORD 5642
ALCOHOLIC
BEVERAGES

No citizens appeared before the City Council to discuss Ordinance 5642.

Mayor Magers introduced Ordinance 5643 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

ORD 5643
SUP FOR SINGLE
FAMILY HOME
(417 S. WALNUT)

USE PERMIT TO ALLOW A SINGLE FAMILY DWELLING IN A C-1 (RETAIL BUSINESS) DISTRICT AT 417 SOUTH WALNUT STREET, BEING 0.489 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (THE RODERICK-LEGRAND TRUST, REVOCABLE LIVING TRUST OF EVA C. SPENCE, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

No citizens appeared before the City Council to discuss Ordinance 5643.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5642

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", AT SECTIONS 4.14.032 AND 4.14.033, TO REFLECT THE CHANGE OF STATE AND, THEREFORE, CITY PERMIT FEE COLLECTION PROCEDURES FOR REGULATING THE MANUFACTURE, DISTILLING, BREWING, IMPORTING, TRANSPORTING, STORING, DISTRIBUTING OR SALE OF ANY BEER, WINE OR MIXED BEVERAGE. AMENDING PROCEDURES FOR PERMITS AND RENEWAL OF PERMITS TO REFLECT CHANGES IN STATE LAW. PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER. FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

ORD 5642
ALCOHOLIC
BEVERAGES

Ordinance 5643

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 SINGLE FAMILY DWELLING IN A C-1 (RETAIL BUSINESS) DISTRICT AT 417 SOUTH WALNUT STREET, BEING 0.489 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (THE RODERICK-LEGRAND TRUST, REVOCABLE LIVING TRUST OF EVA C. SPENCE, 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; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

ORD 5643
SUP FOR SINGLE
FAMILY HOME
(417 S. WALNUT)

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance Nos. 5642 and 5643, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Howeth, Softly, Wacker.

VOTING NAY:

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED SEPTEMBER 30, 2009 FROM PATTILLO, BROWN & HILL, L.L.P.

ANNUAL AUDIT REPORT

John Manning, Partner, Pattillo, Brown & Hill, L.L.P. presented an overview of the Annual Audit Report. Mr. Manning said they have already met with the Audit Committee to present the findings. In the independent auditor's report, the City received an unqualified opinion which gives the highest level of assurance that they can give.

All three categories of net assets of the City's balance sheet are positive. This is an important area when the City issues debt or goes out for grant funding because it assures those agencies that the City is in good financial working order.

The fund balances are also positive and there are no red flags or warnings and the financials appear to be in good shape. In the statement of revenues and expenditures and changes in fund balance there was a decrease in the General Fund, but they all still have positive positions.

Mr. Manning said there were no issues in the Water and Sewer Fund or the Solid Waste Fund that indicated a problem and the net assets were positive.

In the Single Audit Section, Mr. Manning said they must take a long look at internal controls and compliance. There were no findings or material weaknesses that need to be reported.

Because the City spends over \$500,000 of Federal awards, extra compliance test work must be completed on the major Federal programs. There were no compliance or internal control problems on the Federal programs.

Last year there were three findings in the Audit Report, and those have all been resolved. He reiterated that management had taken the findings and done the things needed to "fix" them. This year there are no problems.

Mr. Manning said there were no items in the Audit that they felt needed to be brought to the attention of the City Council and the Audit Committee approved the Annual Audit.

Mayor Magers asked about Council action on the fund balances. Robby Hefton, Assistant City Manager/CFO, explained that the City Council actually budgeted for the net assets to decrease because there were one time transfers out for the Insurance Fund and some other items. The City planned to decrease the net assets and did so.

Council Member Adami asked, with the prior period adjustment was it as much of a decrease as anticipated. Mr. Hefton said the planned decrease was \$1.7 million and the actual decrease, without the prior period adjustment, was \$1.8 million. The prior period adjustment was due to the implementation of GASB 45. Mayor Magers confirmed that the net assets were down as the City had anticipated.

Council Member Adami said the Audit Committee met and the biggest item was that there was a prior period adjustment for some amortization of water rights. Mr. Manning said the water rights were being amortized over a 50 year period and the new auditing standard affected the way it was reported. Council Member Adami added that it was good to see that the prior discussion points from the Auditors were taken into consideration and resolved and that there were no management letter comments this year.

Mayor Magers said the City's AA bond rating, which was achieved this past year, is a testament to what the City is doing on the financial side and he congratulated Mr. Hefton and his staff for their good job.

ACTION TAKEN.

Motion by Council Member Adami to approve the Annual Audit Report for the Year Ended September 30, 2009, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Howeth, Softly, Wacker.

VOTING NAY:

MOTION CARRIED.

RESOLUTIONS

RESOLUTION NO. 5464 – AUTHORIZING THE LEASE OF CERTAIN CITY-OWNED PROPERTY KNOWN AS 202 SOUTH SAM RAYBURN FREEWAY, LOCATED AT THE SOUTHWEST CORNER OF LAMAR STREET AND THE WEST FRONTAGE ROAD OF U.S. HIGHWAY 75, TO THE CIRCLE TEN COUNCIL, BOY SCOUTS OF AMERICA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE LEASE OF CERTAIN CITY-OWNED PROPERTY KNOWN AS 202 SOUTH SAM RAYBURN FREEWAY, LOCATED AT THE SOUTHWEST CORNER OF LAMAR STREET AND THE WEST FRONTAGE

**RES 5464
LEASE OF PROPERTY
TO BOY SCOUTS**

ROAD OF U.S. HIGHWAY 75, TO THE CIRCLE TEN COUNCIL,
BOY SCOUTS OF AMERICA.
CONSENT AGENDA.

RESOLUTION NO. 5468 – AUTHORIZING EXECUTION OF A
DEED FOR THE RESALE OF A TRACT OF LAND AT 403
NORTH BRANCH STREET, SEIZED FOR DELINQUENT
TAXES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEED
FOR THE RESALE OF A TRACT OF LAND AT 403 NORTH
BRANCH STREET, SEIZED FOR DELINQUENT TAXES.
CONSENT AGENDA.

RES 5468
SALE OF LAND FOR
DELINQUENT TAXES

RESOLUTION NO. 5469 – ENDORSING CERTAIN
LEGISLATIVE CHANGES RELATING TO THE SUNSET
REVIEW OF THE TEXAS PUBLIC UTILITY COMMISSION AND
THE SPECIAL PURPOSE REVIEW OF THE ELECTRIC
RELIABILITY COUNCIL OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, ENDORSING CERTAIN LEGISLATIVE
CHANGES RELATING TO THE SUNSET REVIEW OF THE
TEXAS PUBLIC UTILITY COMMISSION AND THE SPECIAL
PURPOSE REVIEW OF THE ELECTRIC RELIABILITY
COUNCIL OF TEXAS.

RES 5469
CAPP LEGISLATIVE
CHANGES

George Olson, City Manager, explained that Sherman is a
member of the Cities Aggregation Power Project (CAAP),
and they are asking for a resolution to encourage a more
competitive market in the next Legislative Session.

ACTION TAKEN.

Motion by Council Member Wacker to approve
Resolution No. 5469, as presented. Second by Council
Member Softly.

VOTING AYE: Adami, Howeth, Softly, Wacker.

VOTING NAY:

MOTION CARRIED.

RESOLUTION NO. 5470 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH S&M
CLEANING FOR PARK RESTROOM CLEANING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH S&M
CLEANING FOR PARK RESTROOM CLEANING SERVICES.
CONSENT AGENDA.

RES 5470
PARK RESTROOM
CLEANING

RESOLUTION NO. 5471 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
PERFECTION LANDSCAPING FOR THE 2010 PARKS
MAINTENANCE FINISH MOWING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
PERFECTION LANDSCAPING FOR THE 2010 PARKS

RES 5471
PARK MOWING

MAINTENANCE FINISH MOWING PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 5472 – APPROVING THE GREATER
TEXOMA UTILITY AUTHORITY’S INTENTION TO CONTRACT
WITH TRI-CON SERVICES, INC. FOR CONSTRUCTION OF
THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS,
CONTRACT “B”

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA
UTILITY AUTHORITY’S INTENTION TO CONTRACT WITH
TRI-CON SERVICES, INC. FOR CONSTRUCTION OF THE U.S.
HIGHWAY 75 NORTH SEWER IMPROVEMENTS, CONTRACT
“B”.

CONSENT AGENDA.

RES 5472
HWY 75 NORTH
SEWER
IMPROVEMENTS

REQUEST TO ADVERTISE
SEAL COAT EMULSIFIED ASPHALT OIL

The City Council approved the request to advertise for bids
for seal coat emulsified asphalt oil for the annual street
maintenance work. The goal each year is to seal coat
between 25 and 30 miles of streets depending on material
costs and the annual budget.

CONSENT AGENDA.

REQ TO ADVERTISE
SEAL COAL ASPHALT

OTHER BUSINESS
CONSIDER REQUEST OF THE 2010 EARTH DAY PLANNING
COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS,
SUSPEND PARKING TIME LIMITS, AND USE CERTAIN CITY
FACILITIES AND SERVICES FOR THE 2010 EARTH DAY
FESTIVAL ON SATURDAY, APRIL 24, 2010

The City Council approved a request from the 2010 Earth
Day Planning Committee to hold the event on Saturday, April
24, 2010 in the Municipal Ballroom and on the Municipal
Building Grounds. The event will be held from 8 a.m. to 5
p.m. The Council also approved requests for solid waste
services, delivery and pick up of barricades, and street
closures for the event.

CONSENT AGENDA.

EARTH DAY

RECEIVE FINANCIAL UPDATE FROM ASSISTANT CITY
MANAGER/CFO ROBBY HEFTON

Mr. Hefton presented a Financial Update for the budget
cycle, which is beginning earlier this year. He addressed the
financial challenges that municipalities and businesses are
facing across the State and across the Country. The City of
Sherman is no exception.

Sherman has had exceptional history in the local economy
staying up; sales taxes have generally been up, even when
others have been down; the property tax base continues to
be sound and grow moderately.

Mr. Hefton said the City does face some challenges this year
and prompted the staff to begin the budget process early.

FINANCIAL UPDATE

The challenges relate to franchise taxes, sales tax, and other types of fees.

In the General Fund, revenues are down slightly compared to prior years and down compared to the budget. The Utility Fund revenues are down compared to the budget but may level out if there is a hot summer and higher water usage. The Solid Waste Fund is performing as expected.

On a positive note with expenses, performance in the group health Insurance Fund is good for the first time in about three years, and the capital projects continue to come in below budget. The City also has adequate reserves.

The General Fund is supported mainly by taxes including sales tax, property tax, and franchise tax. Mayor Magers reminded citizens that property taxes have been reduced and the tax burden shifted more to sales tax, which was a planned shift for citizens.

Mr. Hefton added that sales tax is up versus the prior year, but down about \$500,000 to \$600,000 from the budget. Property tax collections are on track. Franchise taxes are down due to the fact that the ATMOS gas franchise is down about 50% because natural gas prices are down about 50%, and from Oncor Electric's overpayment to the City. He added that the overpayment is a five quarter payback and the City is in the second quarter and the payback will continue into the first part of the 2011 budget year.

Court fines are down about \$150,000 versus the budget. Mayor Magers verified that the collection rates are holding but the actual fees are down. Mr. Hefton said there are no unusual variances at this point.

Mr. Hefton addressed the natural gas rate history for ATMOS Gas showing how the rate has decreased since 2004. This affects the franchise taxes paid to the City. Mayor Magers added that lower gas rates are good for residents.

The ad valorem tax base continues to increase and the City is now over \$2.2 billion in tax base. There is a nice, steady increase annually. This and the increase of sales tax are both indicators of the health of a City and Mr. Hefton felt Sherman was showing good trends in both.

Mr. Hefton said the projected revenue of the Utility Fund is down versus the budget, but the 2010 Budget was built based on a normal, hot, dry summer. Generally a wet, moderate summer costs the City about \$1 million in water revenue. Mayor Magers asked about the effect that MEMC closing will have on the water revenue. Mr. Hefton said that will affect the City more in 2011 than in 2010.

The City is also experiencing good bids for capital projects and those are still coming in under budget.

The Solid Waste fund is performing as projected and revenues are up slightly versus the budget, mainly due to the rate increase that was initiated to cover increased operating costs and increased Texoma Area Solid Waste Authority (TASWA) costs.

Mr. Hefton said in the Insurance Fund, claims are back down to a “normal” level. The normal rate is about \$3.5 million. From 2007 to 2009 the City experienced unusual claim expenditures. In late 2009 it began to trail off in the claims history. He added that the Insurance Fund has been drained of the fund balance and at the end of the year it had a negative reserve, but because of the good experience the City is basically back to even. If the claims history continues on this trend, the reserves will be built back over time. Mr. Hefton did not suggest taking any action now, as it relates to the Insurance Fund.

Because of the challenges facing the City with the General Fund revenues, the staff has decided to begin the budget process early and has already had two meetings with department heads. The staff will be looking at essential versus complimentary functions and analyzing it on both a departmental and City wide basis. The staff will bring back a plan for the 2011 Budget year as well as any adjustments that need to be made to the operations in 2010.

Mr. Hefton reiterated that the City does have adequate fund balance in all funds and those fund balances are designed for times like this, when revenues aren’t meeting the projected amounts. There are positive things on the expenditure side with group health claims and project costs coming in better. The CIP project cost savings will help alleviate the need for debt service payments over the next couple of years.

Mayor Magers asked that, during the budget process, the staff present ideas or various options on timeframes, such as 6 months, 12 months, or 24 months. He wants the Council to see different scenarios as to how the plan “plays out” so they can make informed decisions. He did not feel that the economy would bounce back right away.

Mr. Hefton said there are opportunities, even in the current year, for revenues to rebound. He expected the gas and electric franchises to be up versus last year.

CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR 2010-2011

BUDGET CALENDAR

The City Council reviewed the proposed Budget Calendar for FY 2010-2011. Council Members present could attend the proposed meetings. The staff will verify that the absent Council Members can also attend the proposed meetings.

Mr. Hefton said the Budget Workshop is scheduled for two days, but only one day may be needed.

CITIZENS REQUESTS

PUBLIC COMMENTS IN PUBLIC MEETINGS

Mayor Magers read a statement concerning public comments by citizens that are heard during public meetings of the various entities. He said the Sherman City Council welcomes, expects, and respects the input received during public comments and he urged citizens to use public comments to further any political agenda they deem appropriate.

He added that, as the Mayor of Sherman, it is his responsibility to make sure that residents have the same opportunities for comment at the County level of government as they do at the local level. County taxpayers have the right to be heard in a public forum without having to ask permission.

Mayor Magers asked that the Grayson County Commissioners Court reinstate the public comment section on its weekly meeting agenda.

TEXOMA HOMELESS COALITION

Clayton Travis, 5295 N. Travis, #5102, is an AmeriCorps VISTA Volunteer housed at North Texas Youth Connection. He also represents the Texoma Homeless Coalition, which includes all Counties from Cooke to Red River and including Delta County.

The Texoma Homeless Coalition was established by Texas Homeless Network, based in Austin, which works with all rural communities and addresses their homeless needs.

Mr. Travis said the three most pressing issues as stated in the City's Consolidated Plan, are affordable housing, public housing, and homelessness. The Plan adds that because Sherman has limited funding and staffing, these issues will be delegated to the non-profit sector.

As a representative of the non-profit sector that works with the homeless, Mr. Travis wanted to introduce the Texoma Homeless Coalition as a way the City can work with these various agencies through one entity.

He also asked that the City Council designate a representative from the City to assist the Coalition with any questions and to attend their monthly meetings. Mr. Olson said he would meet with Mr. Travis after the meeting to determine what is needed.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

LIBRARY BOARD (2)

PUBLIC COMMENTS IN PUBLIC MEETINGS

TEXOMA HOMELESS COALITION

MEDIA QUESTIONS

LIBRARY BOARD

ACTION TAKEN.

Motion by Council Member Wacker to reappoint Nan Jones to the Library Board for a term from March 20, 2010 to March 20, 2013 and to reappoint Dr. Charles Whitfield for a term from April 3, 2010 to April 3, 2013.

Second by Council Member Adami.

VOTING AYE: Adami, Howeth, Softly, Wacker.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

UNITED STATES CENSUS

Council Member Wacker said she received her Census form today and reminded citizens to participate. Getting an accurate count is very important and is used to determine representation in Congress and funding for things like transportation projects.

U.S. CENSUS

HOMELESS PROBLEM

Council Member Howeth addressed the homeless problem and expressed her concern about the number of high school students that are living from home to home. It's hard to educate students when they don't have a place to live and are staying on whoever's couch they can.

**HOMELESS
PROBLEM**

She urged the community to try and further some type of facility for both families that are homeless and for teenagers who are left homeless.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:46 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Financial Update

March 2010





Financial Summary Points

Ongoing challenges in federal, state, and local economies

Challenges to City of Sherman are being studied and will be addressed during FY2011 budget process – already begun

Projected Revenues

- General Fund - Down slightly compared to prior year and down compared to budget
- Utility Fund - Up slightly compared prior year, down compared to budget
- Solid Waste - Up compared to budget and prior year

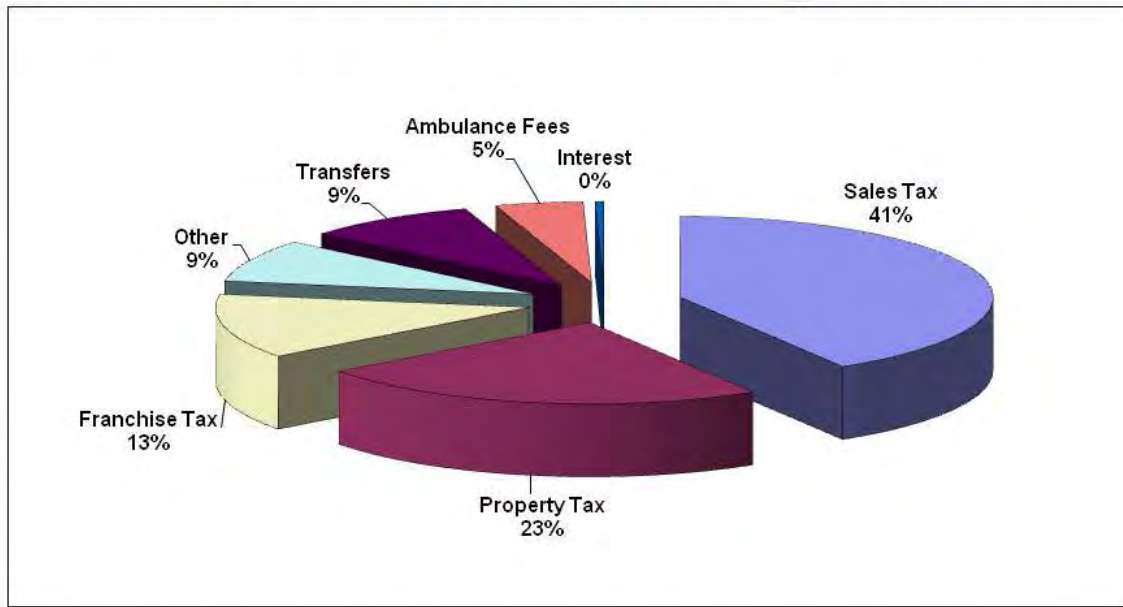
Projected Expenses

- TMRS costs – multi-year increase ongoing
- Good performance in the Insurance Fund for health claims
- No real stories on the expense side

Continued positive performance on capital project costs – savings used to offset debt service costs

Reserves are adequate

General Fund Revenues by Source





General Fund

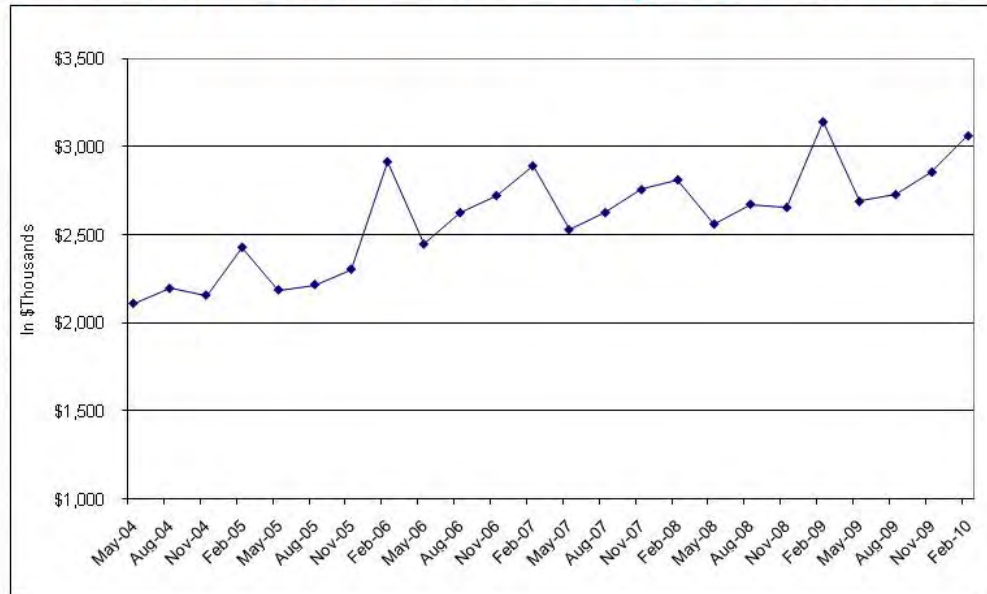
Revenue Projections:

- ❑ Sales tax
 - ❑ Down ~ \$500k - \$600k vs budget for 2010
 - ❑ Up ~ \$100k vs prior year
- ❑ Property taxes collections on track; tax base increasing moderately
- ❑ Franchise taxes down vs. budget ~ \$600k – ATMOS franchise down significantly because of lower natural gas market prices (40% - 50% decrease); electric franchise down – overpayment by Oncor
- ❑ Court fees down by projected \$150k vs budget

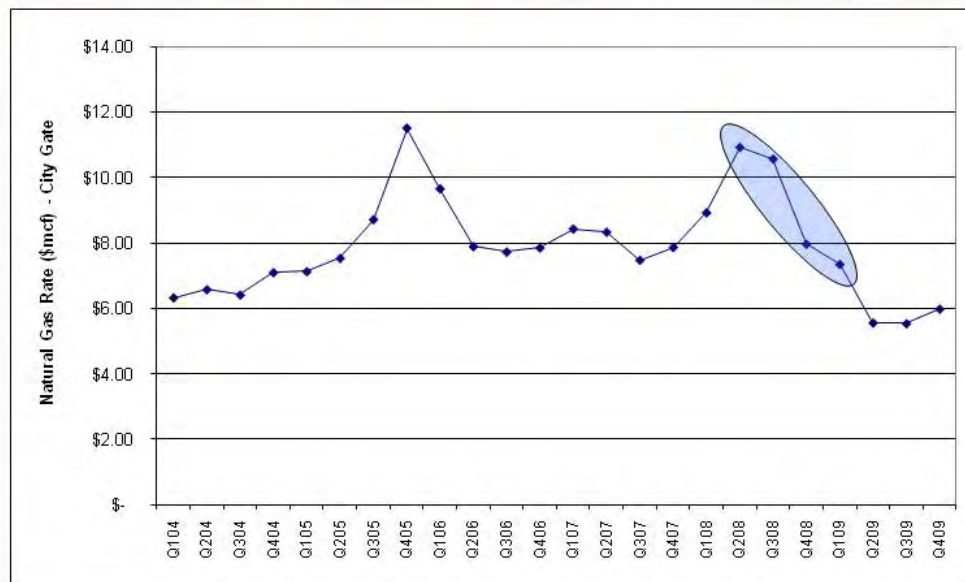
Expenditure Projections:

- ❑ No unusual variances at this point

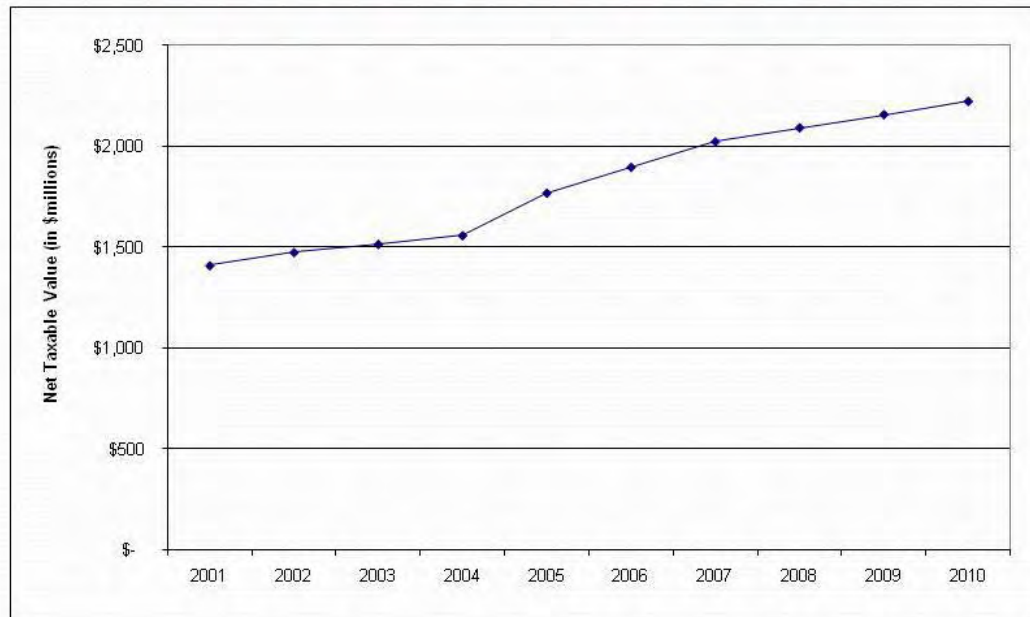
Sales Tax Revenue By Quarter



Natural Gas Rate History – City Gate



Ad Valorem Tax Base



Utility Fund

Projected Revenues

- Water/Sewer Revenues
 - Up slightly vs prior year
 - Down by ~ \$900k vs 2010 Budget
 - If normal summer – down ~\$300k

Projected Expenses

- No stories

Solid Waste Fund

Projected Revenues

- Solid Waste fees
 - Up ~ \$100k - \$200k vs. budget
 - Up ~ \$400k vs. prior year (rate increase)
- Interest revenue down \$25k vs budget

Projected Expenses

- No stories



Other Highlights

Insurance Fund

- Claims back down to “normal” levels in 2010
- Taking a “wait-and-see” approach to replenishing fund balance

Group Health Claims History





Closing Comments

- General Fund revenues down vs. prior year and budget

- Utility revenues up slightly from prior year, down vs. budget – hoping for a “normal” summer

- Starting budget process early to identify essential vs. complementary services to bring back plan of attack for Council for Budget Planning and Budget Workshop Meetings

- Fund balances are adequate

- Positive capital project cost performance

- Positive group health claims performance



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. A.5

PROCLAMATION

“National Library Week” – April 11-17, 2010

Issue

To present a proclamation designating April 11 through 17, 2010, as “National Library Week”

Background

Each year, “National Library Week” is celebrated to offer recognition to the important role that libraries play in our lives.

Origination

The request for this proclamation originated with the Sherman Public Library.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming “National Library Week” during April 11 through 17, 2010.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “National Library Week” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager



Proclamation

WHEREAS, libraries everywhere play a vital role in supporting the quality of life in their communities, and

WHEREAS, our nation's school, academic, public and special libraries make a difference in the lives of millions of Americans, today, more than ever, and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy, and

WHEREAS, libraries serve as crucial technology hubs for people in need of free Web access, computer training, and assistance finding job resources, and

WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning, and

WHEREAS, library use is up nationwide among all types of library users, continuing a decade-long trend, and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week, and

WHEREAS, "Read to Win," a reading readiness program is held on Tuesdays, Wednesdays and Thursdays from 10 a.m. to 11 a.m., and the "Brown Bag Video Series" on Tuesday, April 6, and Wednesdays, April 14, April 21, and April 28, 2010, from noon to 1 p.m. at the Sherman Public Library, and

WHEREAS, the library will also sponsor "PJ Storytime" on Tuesday, April 20, 2010 from 6:30 p.m. to 7:30 p.m., and

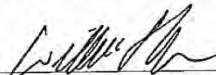
WHEREAS, the Friends of the Sherman Public Library will sponsor their Semi-Annual Book Sale on Saturday, April 24, 2010, from 8 a.m. to 4 p.m.

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 11 through 17, 2010

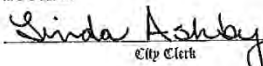
NATIONAL LIBRARY WEEK

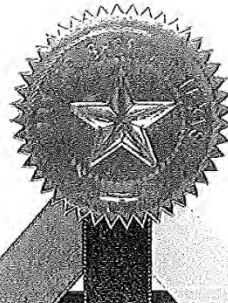
in the City of Sherman and urge all residents to visit the library this week to take advantage of the wonderful library resources available. I also encourage residents to thank their librarians and library workers for making information accessible to all who walk through the library's doors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this 5th day of April, 2010.


Mayor

ATTEST:


City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5644

Declaring as Elected the Unopposed Candidates for the Office of City Council Member for District 1 and for District 3; Finding that All Necessary and Required Legal Conditions have been Satisfied; Providing that the May 8, 2010 Regular Municipal Election for City Council Shall Not be Held; Providing for Posting of this Ordinance on Election Day, May 8, 2010

Issue

To consider an Ordinance canceling the May 8, 2010 Regular Municipal Election due to there being no opposed candidates for both of the races: Council Member, District 1 and Council Member, District 3

Background

Section 2.053 of the Texas Election Code allows a City to cancel its Election if, after the regular filing deadline and the write-in filing deadline, there are no opposed races. The regular filing deadline ended at 5:00 p.m. on Monday, March 8, 2010; and the write-in filing deadline ended at 5:00 p.m. on Monday, March 15, 2010.

Origination

The request originated with the City Clerk's Office.

Financial Consideration

The cost of the 2008 Regular Municipal Election was \$28,492.00. The Election was cancelled in 2009 due to unopposed candidates.

Staff Recommendation

It is the recommendation of the staff to accept the City Clerk's "Certification of Unopposed Candidates," to cancel the May 8, 2010 Regular Municipal Election and to declare the unopposed candidates duly elected.

Alternatives

The Council could choose to hold the Election.

Attachments

Ordinance No. 5644

Certification of Unopposed Candidates

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

ORDINANCE NO. 5644

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING AS ELECTED THE UNOPPOSED CANDIDATES FOR THE OFFICE OF CITY COUNCIL MEMBER FOR DISTRICT 1 AND FOR DISTRICT 3; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE MAY 8, 2010 REGULAR MUNICIPAL ELECTION FOR CITY COUNCIL SHALL NOT BE HELD; PROVIDING FOR POSTING OF THIS ORDINANCE ON ELECTION DAY, MAY 8, 2010; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council"), adopted Ordinance No. 5636 on February 15, 2010, ordering that a Regular Municipal Election be held on May 8, 2010, for the purpose of electing a City Council Member for District 1 and for District 3, for full terms, as defined in the Charter of the City of Sherman, Texas; and

WHEREAS, pursuant to Sections 143.007 and 146.054 of the Texas Election Code, the deadlines for filing applications for a place on the ballot and for the declaration of write-in candidacy for the City's Regular Municipal Election have expired; and

WHEREAS, the Sherman City Council, in accordance with Section 2.052 of the Texas Election Code, has received from the City Clerk a "Certification of Unopposed Candidates" (see attached), certifying that Joe Neal Smith and Pam Howeth are unopposed for election to the positions of Council Member, District 1 and Council Member, District 3, respectively; and

WHEREAS, the City Council, upon receipt and review of such written certification, hereby finds and determines that the candidates whose names are to appear on the ballot in said Election for District City Council Members are unopposed, there are no declared write-in candidates, and no propositions are to appear on the ballot for said Election;

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

SECTION 1. FINDINGS INCORPORATED.

That the findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

SECTION 2. DECLARING CANDIDATES DULY ELECTED.

That, in accordance with Section 2.053(a) and (c) of the Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective office shown and shall be issued a Certificate of Election on or after Election Day:

Joe Neal Smith, Council Member, District 1

Pam Howeth, Council Member, District 3

SECTION 3. CANCELING REGULAR ELECTION.

That, in accordance with Section 2.053(b) of the Texas Election Code, the Regular Municipal Election for the City Council heretofore called and ordered for May 8, 2010 shall not be held and is hereby canceled.

SECTION 4. REQUIRING POSTING OF ORDINANCE.

That, in accordance with Section 2.053(b) of the Texas Election Code, the City Clerk is hereby directed to cause a copy of this Ordinance to be posted on Election Day, same being May 8, 2010, at all polling places that would have been used in such Election.

SECTION 5. REPEALER CLAUSE.

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

SECTION 6. SEVERABILITY CLAUSE.

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

SECTION 7. FINDING AND DETERMINING.

That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

**CERTIFICATION OF UNOPPOSED CANDIDATES
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 8, 2010.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el May 8, 2010.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Council Member, District 1	Joe Neal Smith
Council Member, District 3	Pam Howeth

Linda Ashby
Signature (Firma)

Linda Ashby
Printed name (Nombre en letra de molde)

City Clerk
Title (Puesto)

March 17, 2010
Date of signing (Fecha de firma)

(Seal) (sello)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5645

**Amending Chapter 1 of the Code of Ordinances, entitled “General Provisions”,
Article 1.11, entitled “Parks, Recreation and Miscellaneous Public Property”, Division 7,
entitled “Municipal Building”, to Provide for a New Section 1.11.248 to be entitled
“Municipal Ballroom Rules and Regulations”**

Issue

To consider codifying the policy and fees for use of the Sherman Municipal Ballroom

Background

Because the Sherman Department of Tourism is familiar with event planning and facility marketing, the administration of reservations and event planning for the Municipal Ballroom should fall under the Tourism Department. As part of the management change to streamline the rental process, policy and rate changes are being proposed. The principles on which the proposed policy and rate changes are based are 1) there is not a staff member dedicated to management of the facility full-time; 2) daily administration of reservations and facility maintenance need to be more efficient because of limited availability of staff time dedicated to event management; and 3) accountability should be required of each renter regarding rental fees, policy and usage. The overriding thought is that the Municipal Ballroom should be managed like a business venture – professionally, efficiently, and with terms and rates consistent with the market for similar facilities.

Origination

Assistant City Manager/CFO and Tourism Director

Financial Consideration

The deposit amount for all types of events will remain the same; however, the renter will be required to pay the deposit in full at the time of reservation (in order to hold the date). Rental fees remain the same for event time; and the hourly rate for event set-up and take-down will increase to match the hourly event rate (only charged outside normal business hours). Staff is also proposing an increased rate for use of the kitchen. The renter will also be required to pay the hourly rental fees at the time of reservation. This is the most significant financial consideration: requiring the renter to pay more up-front.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance to codify the policy and fees for use of the Ballroom.

Alternatives

The Council could opt to leave the current policy in place or make additional revisions.

Attachments

Ordinance No. 5645; Summary of Changes to Ballroom Policy and Rate Structure; Draft rental agreement

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5645

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", ARTICLE 1.11, ENTITLED "PARKS, RECREATION AND MISCELLANEOUS PUBLIC PROPERTY", DIVISION 7, ENTITLED "MUNICIPAL BUILDING", TO PROVIDE FOR A NEW SECTION 1.11.248 TO BE ENTITLED "MUNICIPAL BALLROOM RULES AND REGULATIONS"; 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, from and after the passage of this ordinance, Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.11, entitled "Parks, Recreation and Miscellaneous Public Property", Division 7, entitled "Municipal Building", to Provide for a new Section 1.11.248 to be entitled "Municipal Ballroom Rules and Regulations", be and is hereby amended so that such section shall read as follows:

Sec. 1.11.248 Municipal ballroom rules and regulations

The Sherman Municipal Ballroom can be booked eighteen (18) months in advance of the event date, except as stated below. The first consecutive Thursday, Friday, and Saturday of each month will be reserved for priority booking of the Kidd-Key Auditorium, except during June, July, and August. If the Auditorium is not booked, those days will be released for Ballroom rental ninety (90) days prior to the desired rental date. All other dates can be booked eighteen (18) months in advance.

All reservations must be made at least forty-five (45) days in advance of the desired date. Reservation fees are 100% refundable if the reservation is canceled more than ninety (90) days in advance of the event date. Reservation fees are 50% refundable if the reservation is canceled between forty-five (45) and ninety (90) days prior to the event date. All reservation fees are non-refundable unless the reservation is canceled at least forty-five (45) days prior to the event date. The total reservation amount due (deposit and rental fees) must be paid in full at time of reservation. At the discretion of the City Manager or his designee, reservations for use of the facility may be scheduled within forty-five (45) days of an event; regular rental rates will apply.

The following costs will apply to the rental of the Municipal Ballroom:

Sherman ISD, Charitable (501c3) Organizations and Churches

<i>Damage/cleaning deposit for event without alcohol</i>	<i>\$250 (refundable if there is no damage and facility is left in pre-rental condition)</i>
<i>Damage/cleaning deposit for event with alcohol</i>	<i>\$850 (refundable if there is no damage and facility is left in pre-rental condition)</i>
<i>Hourly rental rate</i>	<i>\$50 per hour (no minimum number of hours)</i>
<i>Use of kitchen</i>	<i>\$No Charge</i>
<i>Decorating/event set-up rate</i>	<i>\$50 per hour (during time when building is normally closed)</i>
<i>Changes in room layout rate</i>	<i>\$15 per request (if submitted less than 45 days before event)</i>

All Other Users

<i>Damage/cleaning deposit for event without alcohol</i>	<i>\$250 (refundable if there is no damage and facility is left in pre-rental condition)</i>
<i>Damage/cleaning deposit for event with alcohol</i>	<i>\$850 (refundable if there is no damage and facility is left in pre-rental condition)</i>
<i>Hourly rental rate</i>	<i>\$75 per hour (four (4) hour minimum rental)</i>
<i>Fee for use of kitchen</i>	<i>\$100</i>
<i>Decorating/event set-up rate</i>	<i>\$75 per hour (during time when building is normally closed)</i>
<i>Changes in room layout rate</i>	<i>\$15 per request (if submitted less than 45 days before event)</i>

The Ballroom event hours are 8:00 a.m. to 12:00 midnight; and the facility must be vacated no later than 1:00 a.m. If the facility is not vacated by 1:00 a.m., a penalty fee will be assessed to the renter at three (3) times the amount of the rental fee, per hour. The penalty fee will be deducted from the deposit.

Any violation of the rules and regulations pertaining to rental of the Municipal Ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

State law prohibits the consumption of alcohol between 12:15 a.m. and 7 a.m. weekdays, and between 1:15 a.m. and 12:00 noon on Sunday.

A minimum of three (3) security officers are required at events where alcoholic beverages are in use. A minimum of two (2) security officers are required at events where more than 200 persons are in attendance and no alcoholic beverages are in use. A minimum of one (1) security officer is required for events where under 200 persons are in attendance and no alcoholic beverages are in use. Security officers are not required for events held during the normal work day, when the building is open for City business.

The renter is responsible for hiring and paying security personnel. The City of Sherman requires that security personnel be Certified Texas Peace Officers, authorized to carry a weapon and enforce the laws within the City limits of Sherman. Security personnel must be under contract

for the duration of the planned event and proof of hiring security must be supplied to Sherman Dept. of Tourism no later than forty-five (45) days prior to the scheduled event. The names and phone numbers of each officer must be supplied to the Sherman Dept. of Tourism no later than ten (10) days prior to the scheduled event.

No open flame is allowed without a fire permit from the Sherman Fire Marshall. The renter must submit the permit to the Sherman Dept. of Tourism no later than forty-five (45) days prior to the scheduled event.

SECTION 2. 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 3. 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 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 _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

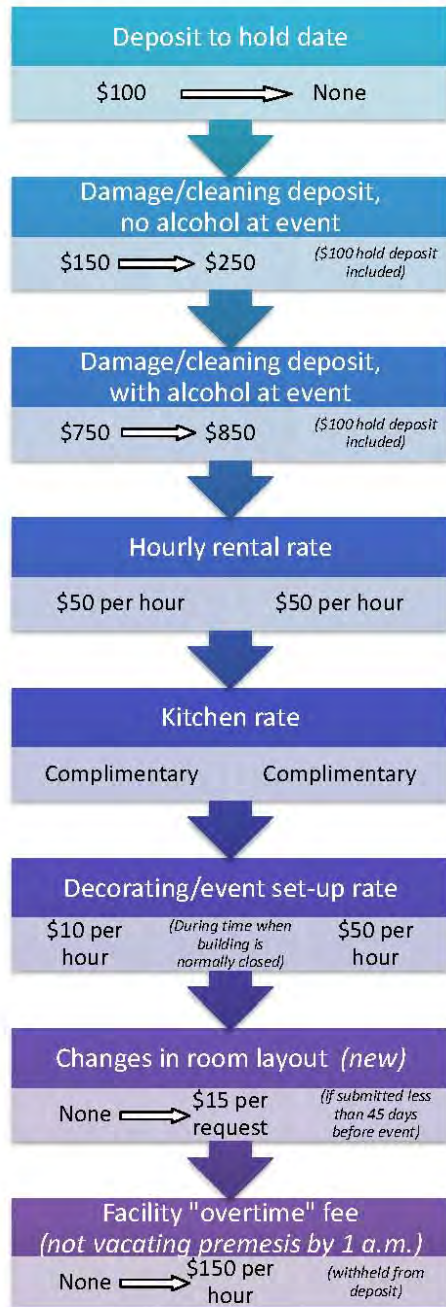
**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

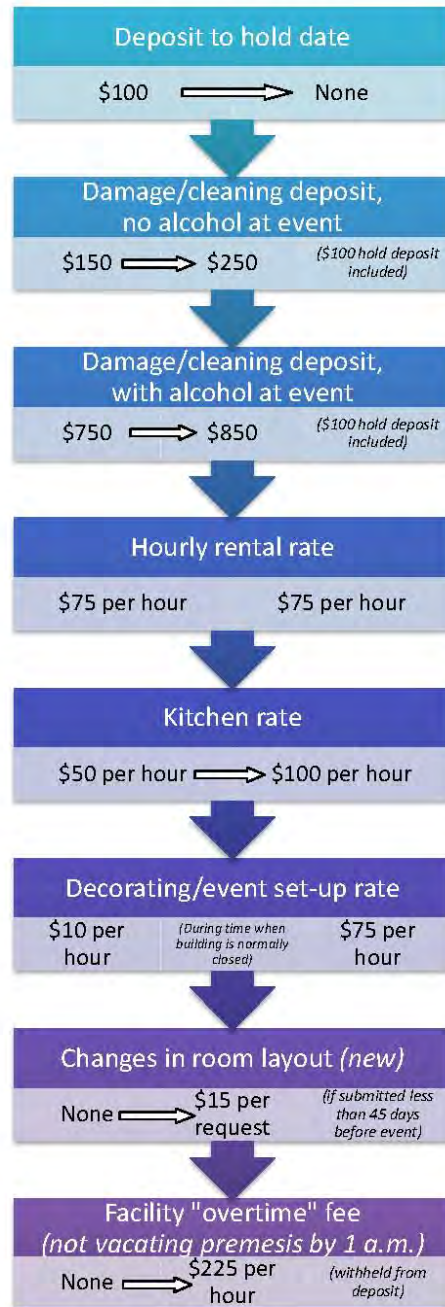
Comparison of changes in rate structure

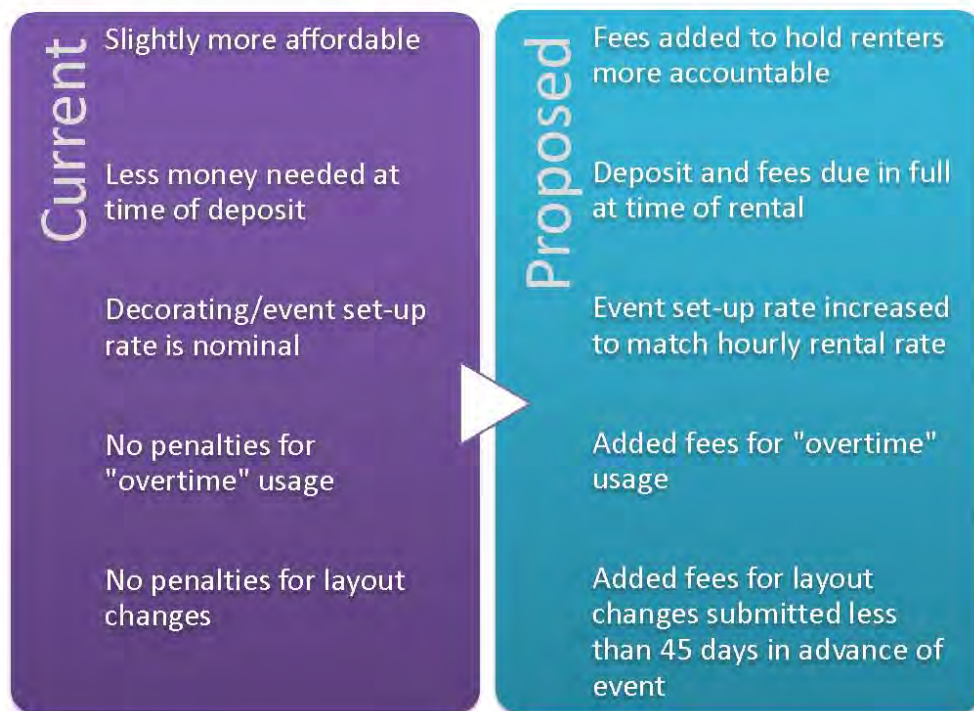
⇒ indicates rate change

SISD, non-profits, churches



All other users





Benefits to changes in rate structure:

Requiring deposit and rental fees in full at time of reservation:

- Significantly reduces staff time spent collecting money
- Requires renters to be more serious and certain about their rental date, accommodations, and responsibilities

Increasing event set-up rate:

- Allows events to pay for themselves
- Will encourage weekday usage of facility

Adding fees for overtime usage:

- Should reduce staff time required to clean up after event
- Will encourage renters to take reserved rental time more seriously
- Will encourage renters to close event, clean up, and exit premises in a timely manner

Adding fees for last-minute layout changes:

- Will reduce staff time spent keeping track of changes, communicating those changes to building maintenance, and time building maintenance spends making/relaying changes

Policy changes

Current

Reservations can be made up to **7 days** before event

Reservations can be booked **1 year** in advance

Deposit required **7 days** before event, or on first day of month of event

- Refundable up to 10 days before event

Names of security personnel must be submitted no later than **10** days prior to event

No official deadline for submission of Fire Marshal permit

No "set" hours for Ballroom rental

Proposed

Reservations can be made up to **45 days** in advance

Reservations can be booked **18 months** in advance

Deposit and rental fees are required in full at time of reservation

- Rental fees 100% refundable up to 90 days before event

- Rental fees 50% refundable if canceled between 45 days and 90 days before event

- For events canceled within 45 days of event, the entire rental fee will be forfeited

Regarding cancellation, the **deposit is 100% refundable in all circumstances*

Proof of hiring security personnel must be submitted no later than **45** days prior to event

Fire Marshal permit must be submitted no later than 45 days prior to event

Ballroom event hours are 8 a.m.-12 a.m.; must be vacated by 1 a.m. Penalties assessed for not vacating on time.

Benefits of policy changes

Requiring reservations be made at least 45 days in advance:

- Allows staff of both Tourism Dept. and Building Maintenance to better assess needs of each rental
- Requires renters to be more serious and certain about their rental date, accommodations, and responsibilities
- Allows more efficient staff scheduling, delegation of duties, and prep time for Building Maintenance
- Gives breathing room for communication between Renter, Tourism Dept. and Building Maintenance

Allowing reservations to be booked 18 months in advance:

- Benefit to renters, who often need more time in planning for events
- Based on feedback taken from previous renters throughout the community
- Will continue to work closely with the Sherman Symphony Orchestra and Community Series to ensure they are given priority

Change of fee structure in rental fee refunds for cancellations:

- Requires renter to be more accountable regarding event planning

Requiring earlier submission of security personnel and Fire Marshal permit:

- Maintains consistency of the 45-day cancellation policy and refund of deposit
- Gives more time to Renter and Tourism Dept. to figure out a solution, find security personnel, etc.

Setting Ballroom event hours:

- Allows more efficient scheduling for Building Maintenance staff; reduces overtime pay
- Allows more efficient scheduling for Tourism Dept. when dealing with Renters
- Setting a "closing time" will encourage Renters to end their event on time, clean up in a timely manner, and vacate the premises in a more efficient manner

Sherman Municipal Ballroom Rental Agreement *(draft)*

Renter:

Business/Organization (if applicable):

Phone: _____ Cell: _____

Email:

Address:

City: _____ State: _____ Zip: _____

1. **Rental fee:** The rental amount, according to the “Fee Schedule”, is to be paid in full at time of reservation, and will confirm the rental date. A security deposit, according to the “Fee Schedule”, will be refunded within two (2) weeks after the event if there is no damage to facility, furniture, or time overages.
 - A. **Cancellations:** Events cancelled more than ninety (90) days in advance will be 100% refunded. Events cancelled between forty five (45) days and ninety (90) days in advance will be 50% refunded according to reservation fees. No refunds of reservation fees will be made for events cancelled within 45 days of booked date. In all circumstances regarding cancellations, the deposit is 100% refundable.
 - B. **Exceptions:** At the discretion of the City Manager or his designee, reservations for use of the facility may be scheduled within forty five (45) days of an event. Rental rates according to the “Fee Schedule” will be applied.
 - C. **Ballroom set-up:** Ballroom layout and chair/table requirements, according to “Layout Schedule”, must be submitted at time of rental. Changes may be made to “Layout Schedule” up to 45 days before the event. If changes are made to “Layout Schedule” less than 45 days before the reservation date, charges will be assessed according to the “Fee Schedule”.
 - D. **Additional charges:** Fees assessed after the Rental Payment is made will be deducted from the deposit amount according to the “Fee Schedule”. Fees assessed over and above the deposit amount will be invoiced to the Renter, and payment is due within 30 days of event date.
2. **Events including alcoholic beverages:** The dispensing of any alcoholic beverages must be in accordance with and subject to all Federal, State and Local laws. Intoxicating drinks cannot be served to minors. Non-alcoholic beverages may be

provided by the renter or caterer. Alcoholic beverages in an open container are not allowed to be taken into or out of the building.

- A. **State law prohibits the consumption of alcohol** between 12:15 a.m. and 7 a.m. weekdays, and between 1:15 a.m. and 12 p.m. on Sunday.
 - B. **At events when alcoholic beverages are in use, no matter the attendance value:** A minimum of three (3) security officers is required.
 - C. **If more than 200 people are in attendance, and alcoholic beverages are not in use:** A minimum of two (2) security officers is required.
 - D. **If less than 200 people are in attendance, and alcoholic beverages are not in use:** A minimum of one (1) security officer is required.
 - E. **Events without alcohol, held during the normal workday (Monday-Friday, 8 a.m.-5 p.m.):** Security officers are not required.
3. **The renter is responsible for hiring and paying security personnel:** The City of Sherman requires that security personnel be Certified Texas Peace Officers, authorized to carry a weapon and enforce the laws within the city limits of Sherman. Security personnel must be under contract for the duration of the planned event.
- A. **Proof of hiring security personnel must be submitted to the Sherman Dept. of Tourism no later than 45 days prior to the scheduled event date.** The Tourism Dept. will provide an avenue by which each renter can do this.
 - B. **The names and phone numbers of security personnel must be submitted to the Sherman Dept. of Tourism** no later than 45 days prior to the scheduled event date. Renter forfeits deposit if security personnel are not submitted by this date.
4. **Ballroom business hours:** The use of the rental facility is restricted to the hours of 8 a.m.-12 a.m. Event set-up may begin as early as 8 a.m., depending upon facility availability. All music must cease by 11:30 p.m. All consumption of alcoholic beverages must cease by 12 a.m. The rental property must be vacated by 1 a.m. without exception. **NOTE: If the facility is not vacated by 1 a.m., a penalty fee will be assessed to the renter at three (3) times the amount of the rental fee, per hour. The penalty fee will be deducted from the deposit.**
5. **Clean-up and waste disposal:** All food and food-related items must be removed from the premises at the conclusion of the rental. Kitchen must be left clean. All personal items shall be removed at the conclusion of the rental.
- A. **All trash must be removed from the premises at the conclusion of the rental.** Waste receptacles will be provided inside.
 - B. **Routine and usual cleaning is included in the rental fee;** however, costs for cleaning of an unusual nature could be assessed to the renter or withheld from the security deposit.
 - C. **If a caterer is used:** The caterer is responsible for cleaning the catering setup areas and removal of trash, debris, and other miscellaneous items from premises. *NOTE: Ultimately, the renter is responsible for leaving the kitchen in pre-rental condition.*

6. **Supervision:** A facility attendant will be assigned to supervise rentals at the discretion of the City of Sherman. The attendant shall have complete authority and control of the facility during the rental and shall have the right to complete access at any and all times during the event. The attendant is there to protect the best interest of the Ballroom and has the right to terminate a function at any time if misconduct is indicated.
 - A. **NOTE: The attendant is not a “bouncer” and is instructed to notify the Police if problems arise. The attendant does not alleviate the renter of the renter’s responsibility to maintain control of guests at all times.**
7. **The Ballroom is a non-smoking facility:** Smoking is allowed outside, in the parking lot. Smoking is not allowed in the building. All rentals are restricted to the interior of the rental facility only.
8. **Décor:** No decorations will be furnished by the rental facility. At any time during the rental period, City of Sherman reserves the right to remove any decorations, furniture, or other items which might risk the damage to the rental facility.
 - A. **Decorations are not allowed** on walls, poles, or on/hung from ceiling.
 - B. **On wood floor (stage area):** No kegs, wet material, powder, tape, or heavy objects allowed.
 - C. **Items prohibited in the rental facility include, but are not limited to:** hay/dry material, live trees, glitter, crape paper, confetti, smoke machines, pyrotechnics, and stink bombs.
 - D. **All ice containers** with a drain plug must be kept in the kitchen.
 - E. Standing on tables or chairs is not permitted.
9. **Parking:** All parking must be in designated parking areas.
10. **Reservation-day requests:** On the date of the rental, all requests for assistance should be made through the assigned facility attendant, staff member of the Sherman Dept. of Tourism or their representative. The facility attendant’s pager number will be made available upon request.
11. **Candles/Open Flames:** No open flame is allowed without a fire permit from the Sherman Fire Marshall. The renter must submit the permit to the Sherman Dept. of Tourism no later than 45 days before the event.
12. Charges shall be assessed for any and all damages to City of Sherman facilities and disregard for Ballroom rules.
13. Damage and cleaning deposit is refundable if there is no damage and facility is left in pre-rental condition.
14. Any violation of the rules and regulations pertaining to rental of the Ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

15. Reservation and use of the Ballroom
16. **Indemnification:** By my signature below, I agree to indemnify and defend and save harmless the City of Sherman against any and all claims for personal injury, death, or property damage resulting directly or indirectly from any act, incident, or accident, occurring as a result of the acts, errors or omissions, of myself or my agents, guests, invitees, or employees, arising in connection with my use, operations, or occupancy of the premises.
17. **Revocation:** The Sherman Dept. of Tourism and the City of Sherman have the right to revoke the contract at any time prior to the reservation date, provided it gives the renter prior written notice of revocation. The Lessor's right to revoke is limited to the following reasons for revocation: nonpayment of fees, breach of this agreement; or if the space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that the Lessor revokes the contract prior to the reservation date for reasons other than nonpayment of fees or breach of the agreement by renter, Lessor shall refund to renter the full amount paid by Renter in connection with this agreement, including the entire deposit.
18. **Severability:** If any part of parts of this agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect. If any provision of this agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited, and the remainder of the agreement shall continue in full force and effect.
19. **Modification:** This agreement may not be modified except by written agreement signed by both parties.

I have read this contract and I agree that the charges are correct and the rules are to my complete understanding. Violation of the rules and regulations pertaining to rental of the Ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

Renter's signature

Date

Amount Paid

Date



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5646

Amending Chapter 2 of the Code of Ordinances, entitled “Animal Control”, Article 2.01, entitled “General Provisions”, to Provide for a New Subsection 2.01.009.01 to be entitled “Livestock in Residential Areas” and New Subsection 2.01.009.02 to be entitled “Small Livestock and Fowl in Residential Areas”

Issue

To consider amending the requirements for livestock in developed residential areas

Background

At the February 1, 2010 City Council meeting, Director of Development Services Scott Shadden briefed the City Council on the ordinance relating to livestock in residential districts. Last fall, Council Member Howeth asked the staff to review the ordinance regulating livestock in the developed residential areas. Council Member Howeth stated she had received numerous complaints and felt the ordinance should be reviewed before it becomes a serious problem.

Origination

City Council

Financial Consideration

There is no financial impact for this agenda item.

Staff Recommendation

Adopt the proposed ordinance to allow staff to regulate livestock in residential neighborhoods.

Alternatives

At the City Council’s direction

Attachments

Ordinance No. 5646

Photos

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

ORDINANCE NO. 5646

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES, ENTITLED "ANIMAL CONTROL", ARTICLE 2.01, ENTITLED "GENERAL PROVISIONS", TO PROVIDE FOR A NEW SUBSECTION 2.01.009.01 TO BE ENTITLED "LIVESTOCK IN RESIDENTIAL AREAS" AND NEW SUBSECTION 2.01.009.02 TO BE ENTITLED "SMALL LIVESTOCK AND FOWL IN RESIDENTIAL AREAS"; 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, from and after the passage of this ordinance, Chapter 2 of the Code of Ordinances, entitled "Animal Control", Article 2.01, entitled "General Provisions", shall be amended to include a new Subsection 2.01.009.01 to be entitled "Livestock in Residential Areas", such subsection to read as follows:

Sec. 2.01.009.01 Livestock in Residential Areas

It shall be unlawful for any person to keep or cause to be kept any livestock including but not limited to horses, mules, donkeys, cattle, goats, sheep, swine or llamas regardless of age, breed or sex on any lot, tract or parcel of land of less than one (1) acre within the city.

SECTION 2. That, from and after the passage of this ordinance, Chapter 2 of the Code of Ordinances, entitled "Animal Control", Article 2.01, entitled "General Provisions", shall be amended to include a new Subsection 2.01.009.02 to be entitled "Small Livestock and Fowl in Residential Areas", such subsection to read as follows:

Sec. 2.01.009.02 Small Livestock and Fowl in Residential Areas

It shall be unlawful to keep or cause to be kept more than ten (10) small livestock or fowl including but not limited to rabbits, chickens, turkeys, ducks, geese, peacocks or pheasants regardless of age, breed or sex on any lot, tract or parcel of land of less than one (1) acre within the city.

Small livestock/fowl must be contained within a pen or enclosure at all times. Enclosures and pens shall be located a minimum of fifteen (15) feet inside the property line of the keeper, owner or possessor of such small livestock or fowl.

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 _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**











SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5647

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Daycare Center in an R-1 (One Family Residential) District at 2111 East Tuck Street, being Lot 1, Block 1, Harmony Baptist Church Addition (Harmony Baptist Church, Owners; and Earl Brownlow, 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 Harmony Baptist Church (Owners) and Earl Brownlow (Representative) concerning the property located at 2111 East Tuck Street, being Lot 1, Block 1, Harmony Baptist Church Addition to allow a daycare center in an R-1 (One Family Residential) District

Background

The property is located at 2111 East Tuck Street between Hoard and Ellington Streets. Harmony Baptist Church would like to open a daycare center in the portable classrooms behind the church. The owners would like to add an additional 3,987 square feet to the portable classrooms connecting the two and erect a 5' chain link fence in the rear of the property.

Origination

Harmony Baptist Church (Owners) and Earl Brownlow (Representative)

Board Recommendation

At the March 16, 2010 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved.

Attachments

Ordinance No. 5647

Location Map

Photograph

Site Plan

P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5647

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 DAYCARE CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2111 EAST TUCK STREET, BEING LOT 1, BLOCK 1, HARMONY BAPTIST CHURCH ADDITION (HARMONY BAPTIST CHURCH, OWNERS; AND EARL BROWNLOW, 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, Harmony Baptist Church (Owners) and Earl Brownlow (Representative) are granted a Specific Use Permit to allow a daycare center in an R-1 (One Family Residential) District at 2111 East Tuck Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 1, Block 1 of Harmony Baptist Church Addition

SECTION 2. 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 3. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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 _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



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 FAMILY RESIDENTIAL DISTRICT			BLALOCK INDUSTRIAL PARK
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1	OVERLAY DISTRICT - 75 & 82
	C-1	RETAIL BUSINESS DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-2	GENERAL COMMERCIAL DISTRICT		O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
	CO	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

2111 EAST TUCK STREET



2111 E. Tuck St.



City of Sherman, Texas
Engineering Department



2111 E. Tuck











2-20-10

Structure Usages

The Structure in which we are imploring the guidance of the City of Sherman planning and Zoning Board Will be used as a Day Care Facility that will provide a service any community should welcome.

Harmony Academy will bring a five day week day care Facility with adequate space to care for 60 to 80 children ranging in age from infants to 12 years of age. We will provide a safe, clean environment, a teachable, nutritious atmosphere institute strong basic moral and ethical teaching to a multi- cultured group of children. Our service will also consist of a nutritious menu plan, transportation for pre-school children and a safe environment for parents to pick up their children.

Harmony Academy will be operated by a well qualified Director, State trained assistant, and a supporting cast of employees that have the necessary passion and love for children needed to care for a child. We look forward to the opportunity to provide Grayson County with a quality Day Care Facility. Thank You!

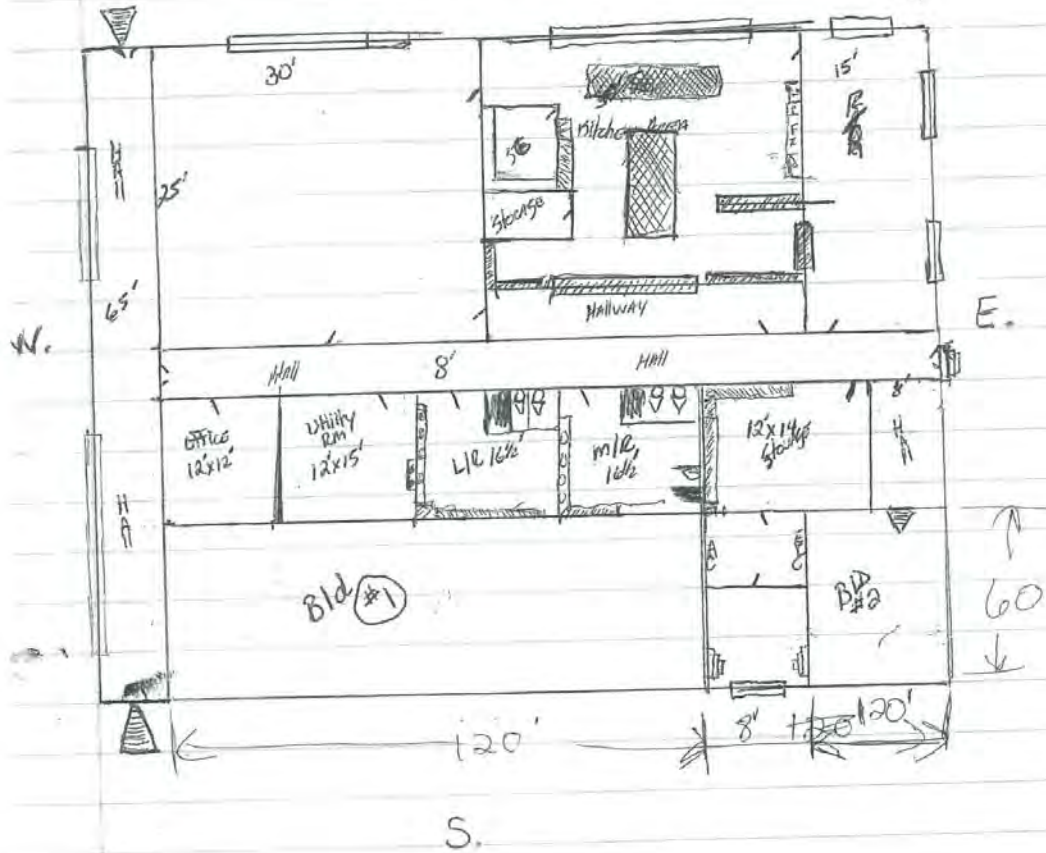
Respectfully
Harmony Baptist Church



Harmony Baptist Church 2111 Tuck St

N.

11-18-09

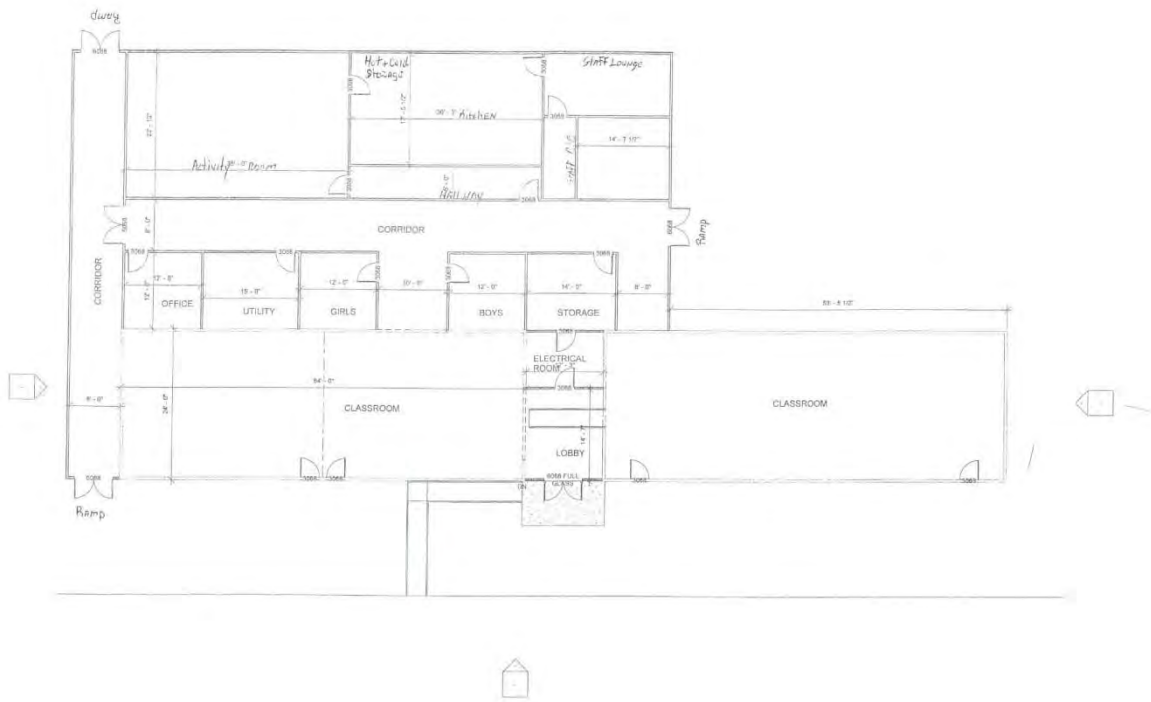


New Addition: 3,989 SF

Old buildings: 2,400 SF

30' x 120' = 3,600 SF

6,289 SF TOTAL DRY CURE SIZE



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
March 16, 2010
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Jason Sofey, Commissioner
Darren Tankersley, Commissioner

2111 East Tuck Street
Being Lot 1, Block 1, Harmony Baptist Church Addition
Specific Use Permit and Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow a Day Care Center in an R-1 (One Family Residential) District.

Background:

The property is located at 2111 East Tuck Street between Hoard and Ellington Streets. Harmony Baptist Church would like to open a daycare center in the portable classrooms behind the church. The owners would like to add an additional 3,987 square feet to the portable classrooms connecting the two and erect a 5' chain link fence in the rear of the property.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Harmony Baptist Church (Owners) and Earl Brownlow (Representative)

Master Plan Designation:

Single Family Residential

Number of notices mailed:

15

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan

Prepared by:

Patsy Reeves,
Development Services Secretary

Approved by:

Scott Shadden,
Director of Development Services



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. B.5

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5644, 5645, 5646 and 5647

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5644

Declaring as Elected the Unopposed Candidates for the Office of City Council Member for District 1 and for District 3; Finding that All Necessary and Required Legal Conditions have been Satisfied; Providing that the May 8, 2010 Regular Municipal Election for City Council Shall Not be Held; Providing for Posting of this Ordinance on Election Day, May 8, 2010

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5645

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.11, entitled "Parks, Recreation and Miscellaneous Public Property", Division 7, entitled "Municipal Building", to Provide for a New Section 1.11.248 to be entitled "Municipal Ballroom Rules and Regulations"

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5646

Amending Chapter 2 of the Code of Ordinances, entitled "Animal Control", Article 2.01, entitled "General Provisions", to Provide for a New Subsection 2.01.009.01 to be entitled "Livestock in Residential Areas" and New Subsection 2.01.009.02 to be entitled "Small Livestock and Fowl in Residential Areas"

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5647

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Daycare Center in an R-1 (One Family Residential) District at 2111 East Tuck Street, being Lot 1, Block 1, Harmony Baptist Church Addition (Harmony Baptist Church, Owners; and Earl Brownlow, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. B.6

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5473

Rescinding Resolution No. 4755 in its Entirety which Adopted a Policy and Fees for the Municipal Ballroom

C.2 * RESOLUTION NO. 5474

Awarding a Bid to and Authorizing Execution of an Agreement with Gerald E. Russell for an Agricultural Lease at the Sherman Wastewater Treatment Plant

C.3 * RESOLUTION NO. 5475

Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing & Landscaping Company for the 2010 Public Works Mowing Program

C.4 * RESOLUTION NO. 5476

Approving the Greater Texoma Utility Authority's Intention to Contract with TNT's Pipeline Corp. for Construction of the U.S. Highway 75 North Sewer Improvements, Contract "C"

C.5 * RESOLUTION NO. 5477

Awarding a Bid to and Authorizing Execution of a Contract with JMI Maintenance, Inc. for the Reconstruction of a Storm Sewer from Archer Drive to Sand Creek

C.8 * RESOLUTION NO. 5480

Authorizing Execution of an Agreement with Joey and Lynn Womble for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1414 East Lamar Street

C.9 * RESOLUTION NO. 5481

Authorizing Execution of an Agreement with Joey and Lynn Womble for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1511 North Brents Avenue

C.10 * RESOLUTION NO. 5482

Authorizing Execution of a Deed for the Resale of a Tract of Land at 520 West Jones Street, Seized for Delinquent Taxes

D.1 * CHANGE ORDER NO. 1

Solid Waste Site Transfer Station Paving Improvements, Phase IV; Lynn Vessels Construction, LLC; \$1,325.00, Increase



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5473**

**Rescinding Resolution No. 4755 in its Entirety
which Adopted a Policy and Fees for the Municipal Ballroom**

Issue

To rescind the policy and fees adopted for the Municipal Ballroom, which were set by resolution

Background

Section 1.11.244 of the Code of Ordinances provides that “the rates and charges which shall be collected for the use of the Kidd-Key Auditorium, municipal ballroom, and Oliver Dewey Mayor Outdoor Theatre shall be as established by ordinance”. Since November of 2001, the rates and charges for the Municipal Ballroom have been set by resolution. Ordinance No. 5645, set for introduction, public hearing and adoption on this agenda, will codify the policy and fees for the Municipal Ballroom.

Origination

Robby Hefton, Assistant City Manager/CFO
April Patterson, Tourism Director

Financial Consideration

There is no financial impact to rescinding this resolution.

Staff Recommendation

It is recommended that the City Council approved the resolution.

Alternatives

No alternatives are recommended.

Attachments

Resolution No. 5473

Resolution No. 4755 with Exhibit “A” (Policy for Rental of City Facilities)

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 4755 IN ITS ENTIRETY WHICH ADOPTED A POLICY AND FEES FOR THE MUNICIPAL BALLROOM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Resolution No. 4755 adopted a policy and fees for the Municipal Ballroom;
and

WHEREAS, Section 1.11.244 of the Code of Ordinances provides that “the rates and charges which shall be collected for the use of the Kidd-Key Auditorium, municipal ballroom, and Oliver Dewey Mayor Outdoor Theatre shall be as established by ordinance”;

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

SECTION 1. That Resolution No. 4755, approved at the December 19, 2005 meeting of the Sherman City Council, be and is hereby rescinded in its entirety.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

RESOLUTION 4755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A POLICY AND FEES FOR THE MUNICIPAL BALLROOM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED 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 Policy for Rental of City Facilities for the Municipal Ballroom, attached hereto as Exhibit "A", is hereby adopted in its entirety as if fully set forth herein 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 19th day of December, 2005.

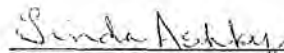
CITY OF SHERMAN, TEXAS

ATTEST:

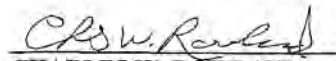
BY:


BILL MAGERS, MAYOR

BY:


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:


**CHARLES W. ROWLAND,
CITY ATTORNEY**

Policy for Rental of City Facilities

Sherman Municipal Ballroom

The Sherman Municipal Ballroom can be booked one (1) year in advance of the event date, except as stated below. The first consecutive Thursday, Friday, and Saturday of each month will be reserved for priority booking of the Kidd-Key Auditorium, except during June, July, and August. If the Auditorium is not booked, those days will be released for rental ninety (90) days prior to the date. All other dates can be booked one (1) year in advance.

All reservations must be made at least seven (7) days in advance of the desired date. All reservation fees are non-refundable, unless the reservation is canceled at least ten (10) days prior to the reservation date. The total reservation amount due must be paid by the first day of the month in which the event is held, or seven (7) days prior to the event, whichever is earlier.

If the Ballroom is rented in conjunction with the Auditorium, it can be rented eighteen (18) months in advance. However, the renter must continue to pay for and use the Auditorium and cannot cancel that event and continue to rent the Ballroom. The damage deposit will not be waived and will be applied to all users.

The following costs will apply to the rental of the Municipal Ballroom:

Sherman ISD, Charitable (501c3) Organizations and Churches

Deposit to hold date	\$ 100 (applies toward the total rental cost)
Damage and cleaning deposit	\$ 150 (refundable if there is no damage and facility is left in pre-rental condition)
Damage and cleaning deposit for event with alcohol	\$ 750 (refundable if there is no damage and facility is left in pre-rental condition)
Hourly rental rate	\$ 50 per hour (no minimum number of hours)
Use of the kitchen	\$ No Charge
Decorating time	\$ 10 per hour (during time when building is normally closed)

All Other Users

Deposit to hold date	\$ 100 (applies toward the total rental cost)
Damage and cleaning deposit	\$ 150 (refundable if there is no damage and facility is left in pre-rental condition)
Damage and cleaning deposit for event with alcohol	\$ 750 (refundable if there is no damage and facility is left in pre-rental condition)
Hourly rental rate	\$ 75 per hour (four (4) hour minimum rental)
Use of the kitchen	\$ 50
Decorating time	\$ 10 per hour (during time when building is normally closed)

EXHIBIT A

No party will be booked for longer than six (6) hours at a time.

Any violation of the rules and regulations pertaining to rental of the Municipal Ballroom will terminate the agreement, resulting in immediate termination of the event, and forfeiture of deposits and payments.

State law prohibits the consumption of alcohol between 12:15 a.m. and 7 a.m. weekdays, and between 1:15 a.m. and 12:00 noon on Sunday.

A minimum of three (3) security officers are required at events where alcoholic beverages are in use. A minimum of two (2) security officers are required at events where more than 200 persons are in attendance and no alcoholic beverages are in use. A minimum of one (1) security officer is required for events where under 200 persons are in attendance and no alcoholic beverages are in use. Security officers are not required for events held during the normal work day, when the building is open for City business.

The renter is responsible for hiring and paying security personnel. The City of Sherman requires that security personnel be Certified Texas Peace Officers, authorized to carry a weapon and enforce the laws within the City limits of Sherman. Security personnel must be under contract for the duration of the planned event and the names and phone numbers must be supplied to the City Clerk no later than ten (10) days prior to the scheduled event.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5474**

**Awarding a Bid to and Authorizing Execution of an Agreement with Gerald E. Russell
for an Agricultural Lease at the Sherman Wastewater Treatment Plant**

Issue

Awarding an agreement for the agricultural lease of approximately 200 acres of City property at the Wastewater Treatment Plant

Background

The 200-acre tract was utilized for land application of biosolids in the past. The City is pursuing alternative methods of biosolids disposal; therefore, this property can be leased for agricultural purposes. Two (2) bidders responded to the request for bids, with Mr. Gerald E. Russell of Sherman being the high bidder. A bid tabulation is attached.

Origination

Utilities Administration

Financial Consideration

Mr. Russell will pay the City \$7,425.50 annually for lease of the property.

Staff Recommendation

It is recommended that the Agricultural Lease Agreement be awarded to Mr. Gerald E. Russell for \$7,425.50 per year and that the City Manager be authorized to execute the required contract documents.

Alternatives

As may be directed by the Council

Attachments

Resolution No. 5474

Bid Tabulation

Contract

Location Map

Agricultural Lease Area

Prepared by:

Mark Gibson, Dir. of Engineering & Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH GERALD E. RUSSELL FOR AN AGRICULTURAL LEASE AT THE SHERMAN 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 Gerald E. Russell of Sherman, Texas, is hereby awarded the bid in the total amount of Seven Thousand Four Hundred Twenty-Five Dollars and Fifty Cents (\$7,425.50) per year for an agricultural lease at the Sherman 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 City Attorney, to execute an agreement with Gerald E. Russell for an agricultural lease at the Sherman Wastewater Treatment Plant, in accordance with the terms and provisions 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 _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

BID TABULATION

PROJECT: City of Sherman- Wastewater Treatment Plant
Agriculture Lease

BID TIME & DATE: 10:00 AM, March 11, 2010

BID LOCATION: OFFICE of the Director of Utilities and Engineering,
Sherman City Hall

[illegible]

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

AGRICULTURAL LEASE AGREEMENT

THIS AGREEMENT is between the CITY OF SHERMAN, TEXAS, a municipal corporation of the State of Texas, hereinafter called "LESSOR", and Gerald E. Russell hereinafter called "LESSEE".

WITNESSETH:

That the said LESSOR does by these presents lease unto LESSEE for the purpose of raising and harvesting agricultural products, 199 acres, more or less, located on the Sherman Wastewater Treatment Plant Property, located at 1800 E. F.M 1417 more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes. LESSEE is and shall remain an independent contractor having the sole discretion as to how he will perform the purposes of this lease.

TERMS OF LEASEHOLD

The lease shall commence on the 15th day of May, 2010, and extend through the 14th day of May, 2011, a term of one (1) year. LESSEE may renew this lease upon the same prices, terms and conditions annually, not to exceed two (2) renewals, provided LESSOR receives written notice of intent to renew sixty (60) days prior to the expiration of the primary term hereof. Written notice for option shall be due no later than the 14th day of March, 2011. In the event LESSEE fails to notify LESSOR of his intent to exercise this option, said option shall be null and void.

LESSEE specifically covenants and agrees with LESSOR that, in the event LESSOR has an opportunity to lease all or any part of these agricultural grounds to a third party for oil or gas

exploration or production activities LESSOR may cancel this lease in whole or in part by giving to LESSEE ninety (90) days written notice that LESSOR wishes to re-enter and utilize for oil and gas exploration or production activities all or any part of the property set out in Exhibit "A" attached hereto and made a part hereof by reference.

In the event LESSOR voids or nullifies any part of this lease, the rents for the portion of the property re-entered shall be prorated from the date of re-entry by LESSOR.

RENTALS AND FEES

As consideration for this lease, LESSEE covenants and agrees to pay in advance the first year; however, in all subsequent years, LESSEE agrees to pay prior to May 15th of each year, in the office of the City Manager of the City of Sherman, rentals and fees as set out below:

LESSEE agrees to pay \$7,425.50 as rent per year on the total net acres in the tract as described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GENERAL PROVISIONS

1. LESSEE agrees to use the premises for the sole purpose of raising and harvesting agricultural products, and specifically agrees not to graze livestock of any type or description on this property. LESSEE further agrees that these premises shall not be used for any purpose that constitutes a nuisance or may be objectionable to the use of the adjoining land.
2. LESSEE specifically agrees not to burn said grassland, or in any way allow smoke, fumes, gases, or any other substance to burn or explode on said premises.
3. LESSEE agrees and covenants that LESSEE will, at LESSEE'S own expense, make all repairs necessary to keep the land from deteriorating in value or condition, and will not break up established waterways, ditches, terraces, or undertake any other operation that will injure the leased

premises. Additionally, LESSEE agrees to keep open and in good state of repair all ditches, tile drains, grass waterways and terraces where present .

4. LESSEE specifically agrees not to assign or sublet the leased premises without the express written authority of the LESSOR.

5. LESSEE specifically grants to LESSOR the right of re-entry upon these premises at any time.

6. LESSEE agrees and covenants that, in the event of a breach by LESSEE of any of the covenants contained herein, LESSOR may, at its option, declare this lease forfeited and terminated as to the balance of the terms thereof. Upon any such declaration, forfeiture or termination of this lease by LESSOR, LESSEE agrees and covenants to give and declare immediate possession of the demised premises to the LESSOR. LESSEE agrees that, in the event of a termination or forfeiture of this lease as herein provided, LESSEE shall indemnify LESSOR for all losses or damage which LESSOR may incur or suffer during the remainder of the period of time covered by this lease, whether such loss shall be through decreased rentals or otherwise. LESSEE further agrees and covenants that LESSEE will, at the termination of this lease, peacefully deliver up to LESSOR the demised premises and appurtenances or additions thereto in as good condition and state of repair as same are now in, fair wear and tear only excepted, and vacate encumbered and in good tenantable order.

7. LESSEE agrees and covenants that LESSEE will not make or suffer any unlawful, improper, illegal or offensive use of the demised premises or any part thereof. LESSEE further agrees and covenants that he shall conform to and comply with all rules and regulations of the United States, State of Texas and codes or ordinances of the City of Sherman, or be in default of this lease.

8. LESSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND LESSOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS FOR PROPERTY DAMAGE OR PERSONAL INJURIES, INCLUDING DEATH, CAUSED DIRECTLY OR INDIRECTLY BY LESSEE AND NOT CAUSED BY LESSOR, TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENTAL TO THE LEASING OF OR THE USE AND OCCUPANCY OF THE PREMISES BY LESSEE, AND LESSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY OF WHATEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS LEASE BY REASON OF THE USE OR OCCUPANCY OF PREMISES BY LESSEE, ITS AGENTS, SERVANTS OR EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS. THIS INDEMNIFICATION AND HOLD HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

9. LESSEE FURTHER INDEMNIFIES AND HOLDS HARMLESS THE CITY OF SHERMAN AND ASSUMES ALL LIABILITY AND RESPONSIBILITY ASSOCIATED WITH THE CROPS PRODUCED AT THE SHERMAN WASTEWATER TREATMENT PLANT SITE.

10. LESSEE shall promptly, at the execution of this lease, provide proper liability insurance for personal injuries or death growing out of any one accident or other cause in a minimum sum of not less than \$100,000.00 each occurrence, \$300,000.00 General Aggregate limit insuring the LESSEE against liability arising from premises, operations, independent contractors, and personal

injury in accordance with insurance Requirements contained in Exhibit B. LESSEE shall maintain said insurance with insurance underwriters licensed to do business in the State Of Texas and approved by LESSOR. LESSEE shall furnish LESSOR with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this lease or shall deposit with LESSOR copies of said policies. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policies by the insurer shall be delivered to LESSOR thirty (30) days in advance of the effective date thereof.

11. LESSEE acknowledges that it has inspected the demised premises leased herein and accepts the same in their present condition with no implied or express warranties as to their fitness.

12. LESSEE agrees and covenants that LESSOR retains the use and enjoyment of all easements of whatsoever nature in and about or in whatever manner located on the above described demised premises.

13. LESSEE acknowledges that portions of the leased property are located in the floodplain of Choctaw and Post Oak Creeks. LESSOR shall not be responsible for the removal of debris deposited by floodwaters or damage of any type resulting from the deposition of debris on the site

14. Access to the leased property shall be exclusively by means of the main gate to the wastewater treatment plant located at 1800 E. F. M. 1417. No other access to the property shall be allowed. The LESSEE shall provide twenty-four hours notice to the wastewater treatment plant for any access to the site.

15. The LESSEE shall farm the premises in accordance with the standard agricultural practices common to Grayson County, Texas. LESSEE may apply chemicals to the premises, in accordance with good agricultural practice, to promote crop production. The LESSOR through its

wastewater superintendent, shall approve prior to application all chemicals and the method of application. No chemical may be applied without LESSOR approval.

16. LESSEE will not construct any buildings or sheds on the site or surrounding area.

17. Should the leased property be utilized for the production of hay, all hay bales must be removed from the site immediately following the baling operation. No storage of hay bales on the site is permitted.

TERMINATION OF SAID LEASE

1. CANCELLATION BY LESSOR. The lease shall be subject to cancellation by LESSOR in the event LESSEE shall:

- a. File a voluntary petition in bankruptcy;
- b. Abandon the demised premises;
- c. Make voluntary assignments for the benefit of creditors;
- d. Be in arrears in payment of the whole, or any part of rent thirty (30) days after the time such payments become due and payable to LESSOR;
- e. Default in the performance of any covenants and conditions required herein to be kept and performed by LESSEE, with the exception of the insurance liability provision, and such default continues for a period of thirty (30) days after receipt of written notice by LESSEE from LESSOR of said default. As to the insurance provision, LESSEE shall have seven (7) days in which to correct any default.

Failure of LESSOR to declare this lease terminated upon the default of LESSEE for any of the reasons set out shall not operate to bar or destroy the right of the LESSOR to cancel this lease by reason of any subsequent violations of the terms hereunder.

All the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Sherman, Grayson

County, Texas, this the _____ day of _____, 2010.

LESSEE:
GERALD E. RUSSELL

LESSOR:
CITY OF SHERMAN, TEXAS

BY: *Gerald E. Russell*
GERALD E. RUSSELL
2273 FM. 697
SHERMAN, TEXAS 75090

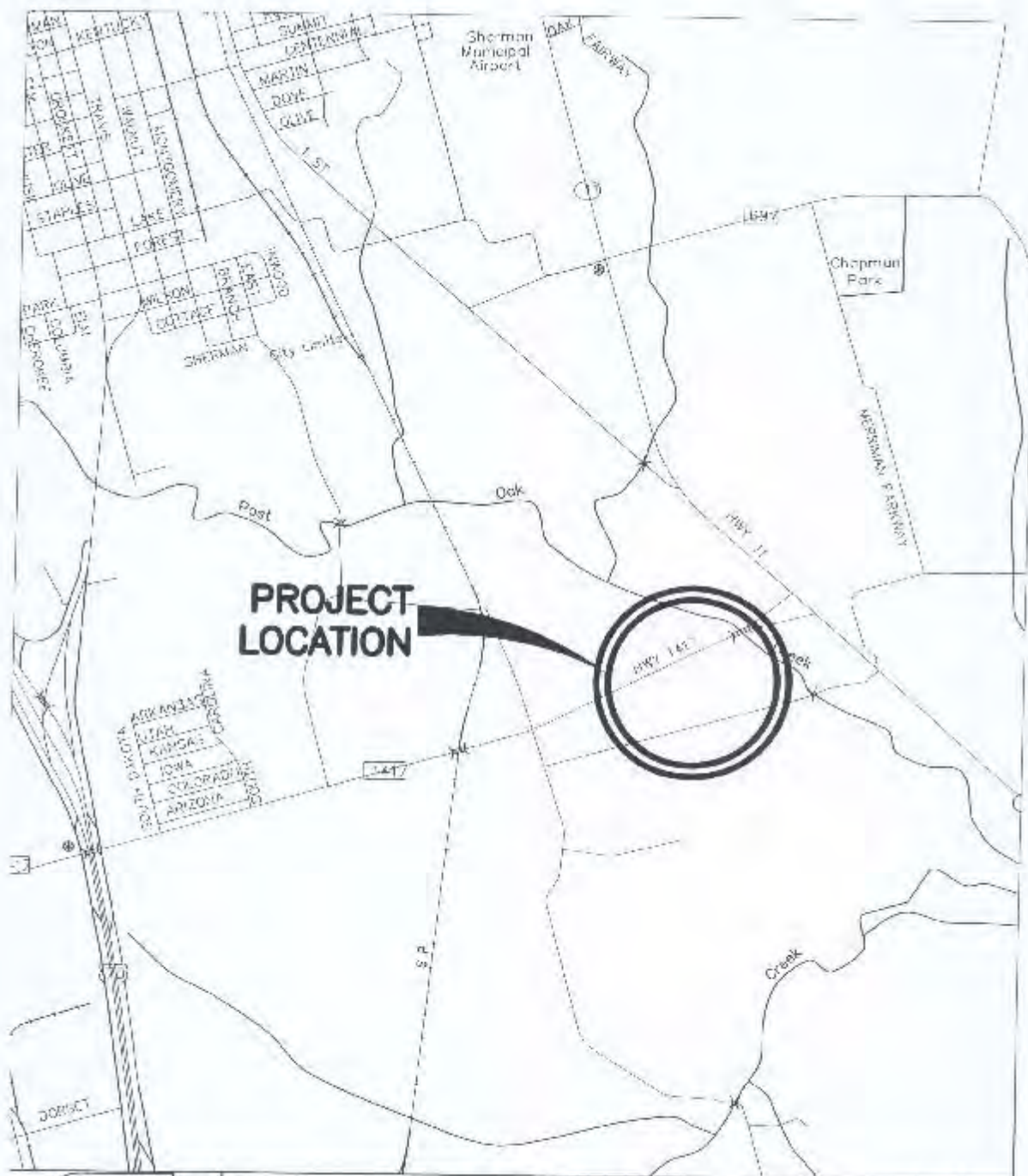
BY: _____
GEORGE OLSON,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TX 75090

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED:

BRANDON S. SHELBY
CITY ATTORNEY



City of Sherman, Texas
**AGRICULTURAL LEASE
WASTEWATER TREATMENT PLANT**





City of Sherman, Texas
Engineering Department

EXHIBIT A
AGRICULTURAL LEASE AREA
WASTEWATER TREATMENT PLANT



0 200 400 800 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5475**

Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing & Landscaping Company for the 2010 Public Works Mowing Program

Issue

To consider awarding a bid and authorizing execution of a contract with Glover Mowing & Landscaping Company for the annual mowing of street rights-of-way and other City properties

Background

A consolidated request for mowing bids (all City properties) was advertised in the local newspaper, and on March 1, 2010, three bids were received and opened. Glover Mowing & Landscaping Company was the low responsive bidder for street rights-of-way and field mowing. The work was bid as an annual contract with two (2) additional one (1) year renewals. The contract is for a not-to-exceed amount of \$55,893.62 and allows the City flexibility in lowering the total cost by decreasing mowing cycles based on weather and budget constraints.

Origination

Department of Public Works

Financial Consideration

Funds have been budgeted this year to cover the contract amount.

Staff Recommendation

Award a bid and authorize the City Manager to sign a contract with Glover Mowing & Landscaping Company

Alternatives

As may be recommended by the City Council

Attachments

Bid Tabulation

Resolution No. 5475

Contract

Prepared by:

Don Keene, Exec. Director of Planning/Public Works

Approved by:

George Olson, City Manger

CITY OF SHERMAN REQUEST FOR PROPOSAL MOWING SERVICES

Bidder	Perfection Landscaping/Chris Stephens	R Smith Ent./Russell Smith	Glover Mowing/Jeff Glover
Finish Mowing/Parks & Grounds	\$1647.20 / one mowing cycle for all sites \$47.00 / acre \$39,532.80 / at 24 max mows per yr	\$1,750.00 /one mowing cycle for all sites \$49.93 / acre \$42,000.00 /at 24 mowing cycles	\$2,203.21 /one mowing cycle for all sites \$57.48 / acre \$45,105.71 / year (16-24 total mowing)
Finish Mowing/Public Works	\$2,027.50 / one mowing cycle for all sites \$125.00 / acre \$32,440.00 / at 16 max mows per yr	\$2,720.00 /one mowing cycle for all sites \$137.27 / acre \$65,280.00 / at 24 mowing cycles	\$1,594.50 / one mowing cycle for all sites \$57.48 / acre \$24,822.16 / year (16-24 total mowing)
Rough Mowing Areas			\$4,691.69 /one mowing cycle for all sites \$49.48 / acre \$30,279.78 / year (16-20 total mowing)
Field Mowing Areas			\$98.96 /one mowing cycle for all sites \$49.48 / acre \$791.68 / year (16-20 total mowing)
Lot Mowing			\$1.55 / square yard \$75.00 / per mowing cycle (acre)

RESOLUTION NO. 5475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING & LANDSCAPING COMPANY FOR THE 2010 PUBLIC WORKS MOWING PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Glover Mowing & Landscaping Company of Sherman, Texas, is hereby awarded the City of Sherman's 2010 Public Works Mowing Program, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Glover Mowing & Landscaping Company for the 2010 Public Works Mowing Program, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

MOWING CONTRACT

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

THIS CONTRACT, made and entered into by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter referred to as “CITY”, and **GLOVER MOWING & LANDSCAPING COMPANY** of Sherman, Texas, hereinafter referred to as “CONTRACTOR”,

WITNESSETH:

WHEREAS, the City desires to enter into an agreement with CONTRACTOR for the 2010 Public Works Mowing Program; and

WHEREAS, CONTRACTOR has submitted a reliable and responsible bid proposal for such mowing and maintenance;

NOW, THEREFORE, in consideration of the compensation to be paid the CONTRACTOR and the mutual covenants contained herein, the parties agree as follows:

INDEPENDENT CONTRACTOR

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.

STATEMENT OF WORK

Reference is hereby made to specifications and requirements of the Request for Proposal (RFP) prepared by CITY and the Bid Proposal submitted by the CONTRACTOR on March 1, 2010, in answer to CITY’S Request for Proposal. All of the specifications and requirements of

CITY'S Request for Proposal and the CONTRACTOR'S Bid Proposal are attached hereto as Exhibit "A" and made a part of this contract for all purposes.

The work to be performed by CONTRACTOR shall consist of mowing and maintenance of the grassy areas as set forth in CITY'S Request for Proposal and CONTRACTOR'S Bid Proposal. All mowing and maintenance services contemplated by this contract require City Council approval and authorization from the City Street Department Superintendent, or his designee, prior to undertaking the service at the start of the mowing season. Services authorized and approved shall be performed on the frequency specified unless otherwise provided in writing or as otherwise approved in writing by the City operating department. The CITY reserves the right to increase or decrease the frequency of mowing on any or all properties depending upon weather conditions or budget constraints. CONTRACTOR shall present invoices for payment on or before ten (10) calendar days following the completion of the work. The CITY will process payment to the CONTRACTOR within thirty (30) days following receipt of invoice.

Mowing and maintenance shall consist of all requirements identified in the Request for Proposal, including but not limited to pick up of litter, mowing the grass at each site to the specified frequency and height, including trimming around all obstacles, edging of all curbs, walks and borders, pruning of shrubs and trees as needed for mowing convenience, removing of weed growth from walks, curbs and curb-lines, and clean-up of grass left in windrows or in the curb-lines and streets.

INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY

DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

TERM

The term of this contract shall be for the period of April 1, 2010 through October 31, 2010. However, award of the contract for Option Years One and Two for the period of April 1, 2011 through October 31, 2011, and April 1, 2012 through October 31, 2012, will be contingent upon approval of funds by the City Council for those respective budget years and the desire of the CITY to extend the contract with the CONTRACTOR for additional years. It is understood that time shall be of the essence of this contract.

INSURANCE

CONTRACTOR agrees to furnish a certificate of insurance for General Liability, Auto Liability and Property Damage. The CITY shall be named as an additional insured on the General Liability and Property Damage coverages. The Contractor Insurance Requirements and Agreement, identifying specific insurance requirements, are made a part of this contract as Exhibit "A".

CONSIDERATION

In consideration of the work to be performed under this contract, CITY shall pay CONTRACTOR a total not to exceed contract price for the Base Year (2010) of FIFTY-FIVE THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS AND SIXTY-TWO CENTS (\$55,893.62). If CITY and CONTRACTOR mutually agree that the terms and conditions of the existing contract are acceptable, they may renew the contract for Two Option Years. Payments are conditional upon budget approval for Option Years One and Two.

GENERAL PROVISIONS

All work to be performed hereunder shall be done in a good, workmanlike and timely manner; and the work area shall be left in a clean and orderly condition so as to receive the approval of CITY. All work shall be done in such a manner as to cause the least amount of interference with traffic flow.

CONTRACTOR'S personnel shall wear safety equipment, to include reflective safety vests and eye protection. CONTRACTOR shall ensure that proper safety devices are used on all equipment to minimize the risk of injury or damage to property from rocks or other flying debris.

CITY reserves the right to terminate this contract at any time upon thirty (30) days written notice.

This Agreement may not be changed, revised, or altered except by an instrument in writing duly executed on behalf of CITY and by CONTRACTOR. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN TESTIMONY WHEREOF, this instrument in duplicate originals of equal force has been executed on behalf of **GLOVER MOWING & LANDSCAPING COMPANY** on this the _____ day of _____, 2010, and by the **CITY OF SHERMAN**, by its City Manager and attested by its City Clerk, on this the _____ day of _____, 2010.

CITY:
CITY OF SHERMAN

CONTRACTOR:
**GLOVER MOWING & LANDSCAPING
COMPANY**

BY: _____
NAME: **GEORGE OLSON**
TITLE: **City Manager**
ADDRESS: **220 W. Mulberry Street**
Sherman, Texas 75090

BY: Jeff Glover
NAME: **JEFF GLOVER**
TITLE: **Owner**
ADDRESS: **P.O. Box 1304**
Sherman, TX 75091

ATTEST:

ATTEST:

BY: _____
NAME: **LINDA ASHBY**
TITLE: **City Clerk**

BY: Katie Turner
NAME: **Katie Turner**
TITLE: **Admin. Assistant**

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
NAME: **BRANDON S. SHELBY**
TITLE: **City Attorney**

Exhibit "A"

**REQUEST FOR PROPOSAL
MOWING SERVICES**

for

The City of Sherman, Texas

Mandatory Pre bid meeting on February 25, 2010 @ 9:30am at the
Youth Center 407 W. Washington
Bids accepted until March 1, 2010 @ 3:00pm at the Municipal Building
Purchasing Department located at 405 N Rusk (3rd Floor)

Prepared By:

City of Sherman
Parks & Recreation Department
407 W. Washington
P.O. Box 1106
Sherman, Texas 75091-1106
Kevin Winkler
Parks & Recreation Administrator
(903) 892-7344

REQUEST FOR PROPOSAL

February 3, 2010

The City of Sherman, Texas is issuing a Sealed Request for Proposal (RFP) for Mowing Services for various locations.

Sealed Proposals: Independent Contractor will deliver one (1) original and three (3) copies to the following address:

City of Sherman
Purchasing Department (3rd floor)
405 N Rusk
Sherman, Texas 75090

By: 3:00 pm on Monday, March 1, 2010

Proposals received after the above cited time will be considered a late bid and are not acceptable.

A pre-bid walk through to visit select locations will be held on:

Thursday, February 25, 2010 at 9:30am
City of Sherman
Office of the Parks & Recreation
407 W. Washington
Sherman, Texas 75090

Attendance at this walk through is mandatory, attendance will be taken. Any vendor not represented and signed in will be excluded from the bidding process.

When preparing and submitting your bid:

- Please make sure the envelope or package is clearly marked "SEALED RFP Mowing Services".
- Please direct purchasing and procedural and technical questions regarding this RFP to Kevin Winkler, Parks & Recreation Administrator, (903) 892-7344.

Thank you for your interest.

RFP MOWING SERVICES AT VARIOUS LOCATIONS

I. PROPOSAL

Definitions:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid to the City of Sherman.

"Independent Contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal: The City of Sherman has various locations requiring mowing services, as described on the attached Exhibit "A", "City Mowing Master List".

Proposal Terms:

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Independent Contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The city does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with that independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the Independent Contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The entire proposal document, with any amendments, should be returned in triplicate. To be considered, the original proposal and two copies must be at the Purchasing Department on or before the date and time specified.

- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The price quotations stated in the bid sheet will not be subject to any price increase from the date on which the proposal is opened at the Purchasing Department on the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to increase or decrease the number of mowing cycles based upon weather conditions, annual budget constraints, or fifteen (15) days notice.
- G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

II. PROPOSAL RFP SPECIFICATIONS

The proposal should include all the following information:

- A. Independent Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. Bank references with name and phone number of contact person.
- C. At least three (3) current references of lawn and mowing maintenance agreements covering similar services listed in the proposal. Include company name, contact name and phone number.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. A copy of the City of Sherman's standard contract for services agreement is attached for review. The following is a summary of the general terms and contract provisions that apply to all independent contractors of service to the City of Sherman:

GENERAL TERMS - INDEPENDENT CONTRACTOR RESPONSIBILITIES

- A. The Independent Contractor is to report to the appropriate City Facility Manager (depending upon the site(s) being mowed) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

- B. All reports, estimates, memoranda and documents submitted by the Independent Contractor must be dated and bear the Independent Contractor's name and be submitted to the appropriate City Facility Manager.
- C. All reports made in connection with these services are subject to review and final approval by the City Facility Manager and finance Office.
- D. The city may review and inspect the Independent Contractor's activities during the term of this Contract.
- E. If applicable, the Independent Contractor shall submit a final, written report to the appropriate city Facility manager.
- F. After reasonable notice to the Independent Contractor, the City may review any of the independent contractor's internal records, reports, or insurance policies.
- G. The independent contractor will provide the required services personally and will not subcontract or assign the services without the City's prior written approval.
- H. The Independent Contractor will not hire any City employee for any of the required services without the City's prior written approval.
- I. The parties agree that the Independent Contractor is neither an employee nor an agent of the city for any purpose.

INDEMNIFICATION AGREEMENT

The Independent Contractor will protect, defend and indemnify the City of Sherman, its officers, agents, services, volunteers and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Independent Contractor's own employees, and for loss or damage to any property, including property owned or in the cares, custody or control of the City of Sherman in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance, or non-performance of work in connection with this Contract resulting in whole or in part from negligent acts or omissions of Independent Contractor, and sub-contractor, or any employee, agent or representative of the Independent Contractor or any subcontractor.

INSURANCE REQUIREMENTS

- A. Commercial General Liability insurance with a limit of not less than \$2,000,000.

- B. Auto Liability insurance with a limit of not less than \$1,000,000 for each accident.
- C. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2003.
- D. Independent Contractor shall furnish the City of Sherman City Clerk's Office with certification of insurance evidencing such coverages and endorsements at least ten (10) working days prior to commencement of services under this Contract.
Certificates of insurance shall be addressed to:

Linda Ashby
Sherman City Clerk
P.O. Box 1106
Sherman, Texas 75091-1106
Attn: Annual Mowing Contract

Please note that Independent Contractor shall provide 30-day written notice the certificate holder of cancellation of insurance coverage.

COMPLIANCE WITH LAWS AND REGULATIONS

The Independent Contractor will comply with all federal, state and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

INTEREST OF INDEPENDENT CONTRACTOR AND CITY OF SHERMAN

The Independent Contractor promises that it has no interest which would conflict with the performance of this Contract, no officer, agency, employee of the City of Sherman, or member of its governing body, may participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

CONTINGENT FEES

The Independent Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Independent Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Independent Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage,

brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach of this promise, the City may cancel this Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.

EQUAL EMPLOYMENT OPPORTUNITY

The Independent Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Independent Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

EQUAL ACCESS

The Independent Contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this Contract will be freely available to the public. None may be copyrighted by the Independent Contractor. During the performance of the services, the Independent Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Contract by the Independent Contractor must reference the project sponsorship by the City of Sherman. Any publication of the information or results must be co-authored by the City.

ASSIGNS & SUCCESSORS

The Contract is binding on the City and the Independent Contractor, their successors and assigns. Neither the City nor the Independent Contractor will assign or transfer its interest in the Contract without the prior written consent of the other.

TERMINATION OF CONTRACT

In cases of termination without cause, either party may terminate the Contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The Independent Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City and the Independent Contractor, will be incorporated into this Contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This Contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this Contract is Grayson County, Texas.

EXTENT OF CONTRACT

This Contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

IV. TERMS AND CONDITIONS

Award: The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal(s) is selected, it will be the most advantageous regarding price (low bid), quality of service, the Independent Contractors' qualifications and capabilities to provide the specified service, and other factors which the City may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City's specifications and needs.

Term of Contract: The contract may be renewed and extended upon mutual agreement of the City and Contractor for up to four additional one (1) year periods at the same terms and conditions. Notice of intent to renew would be issued in writing by the City of Sherman 30 days prior to the expiration date of the Contract.

V. GENERAL MOWING SPECIFICATIONS

Specifications for mowing include the following:

Finish Mowing Areas

- A. Grass to be mowed routinely an average height of 1 ½" to 2".
- B. Clippings to be blown off drives and walkways, but not into the street.
- C. Trimmings around all obstacles as needed.
- D. Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- E. Litter to be removed from area prior to mowing.
- F. Depending on the site, direction of mowing pattern to be altered on a regular basis to avoid worn spots.

Rough Mowing Areas

- A. Grass to be mowed routinely to maintain an average height of 6".
- B. Clippings to be blown off the drives and walkways, but not into the street.
- C. Edging (string) when curb and gutter street present.
- D. Edging (string) around utility poles, towers, and wires.
- E. Litter to be removed from area prior to mowing.

Field Mowing Areas

- A. Grass to be mowed routinely to maintain an average height of 6".
- B. Edging (string) around utility poles, towers, and wires.

Mowing Schedule

The mowing contract will begin on or near March 1 each year and continue through October 31st. The estimated number of mowing cycles is shown above for each mowing situation. Although the total number of mowing cycles each month is variable depending on weather conditions generally the Independent Contractor can plan for the following workload:

March	2 - 3 times
April, may, June	3 - 4 times
July, August	2 - 3 times
September	2 - 3 times

October

2 - 3 times

VI. BID SHEET

Finish Mowing Parks & Grounds:

\$ 2,203.21 / one mowing cycle for all sites

\$ 57.48 / acre

\$ 45,105.71 / year (16-24 total mowing cycles)

Finish Mowing Public Works:

\$ 1594.50 / one mowing cycle for all sites

\$ 57.48 / acre

\$ 24,822.16 / year (16-24 total mowing cycles)

Rough Mowing Areas:

\$ 4691.69 / one mowing cycle for all sites

\$ 49.48 / acre

\$ 30,279.78 / year (16-20 total mowing cycles)

Field Mowing Areas:

\$ 98.96 / one mowing cycle for all sites

\$ 49.48 / acre

\$ 791.68 / year (16-20 total mowing cycles)

Lot Mowing (for bidding purposes, assume up to 400 lots/year, rough cut spec):

\$ 1.55 / square yard

\$ 75.00 / per mowing cycle
Acre

Jeff Glover
Signature

Date

VII. SIGNATURE SHEET

Jeff Glover
Signature

Glover Mowing & Landscaping Company
Company Name

Jeff Glover
Print Name

P.O. Box 1304
Company Address

Owner
Title

Sherman, Texas 75091-1304
City, State and Zip Code

903 893-3222
Telephone Number

903 892-8129
Fax Number

71-0898507
Federal Tax ID Number

gloverlandscaping@hotmail.com
URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

CITY OF SHERMAN, SHERMAN TEXAS

CONDITIONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. **Signature:** This bid must be signed by a company representative authorized to bind the offeror contractually.
2. **Unit Prices and Extensions:** If there is a difference between unit price and their extensions, the unit price will govern.
3. **Freight And Other Delivery Charges:** All bids will be F.O.B. Destination, Freight Prepaid. Charges will not be added after the bid is opened. The City of Sherman assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. **Acceptance:** The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the City and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. **Discount:** Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. **Payment:** Net 30 days from: acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote. (unless otherwise specified by the City in this bid packet)
7. **Firm Price:** All prices quoted shall remain firm for a minimum of 90 days, unless otherwise specified by the City or Bidder.
8. **Federal Or State Taxes:** The City is exempt from taxes by Federal Excise Registration #A-221943 and State Sales Permit #1-75-6000-669-8.
9. **Guarantees And Warranties:** Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specifications identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City. SELLER SHALL FURTHER REPRESENT AND WARRANT TO THE CITY THAT THE OCCURANCE IN OR USE BY THE EQUIPMENT OR PRODUCT CONTAINING COMPUTER CODE OF DATES ON OR AFTER JANUARY 1, 2000 ("MILLENNIAL DATES"), WILL NOT ADVERSELY AFFECT THE PERFORMANCE OF SUCH EQUIPMENT OR PRODUCT WITH RESPECT TO DATE-DEPENDENT DATA, COMPUTATIONS, OUTPUT, OR OTHER FUNCTIONS (INCLUDING, WITHOUT LIMITATION, CALCULATING, COMPARING, AND SEQUENCING) AND THAT SUCH EQUIPMENT OR PRODUCT WILL CREATE, STORE, PROCESS, AND OUTPUT INFORMATION RELATED TO OR INCLUDING MILLENNIAL DATES WITHOUT ERROR OR OMISSIONS AND AT NO ADDITIONAL COST TO THE CITY. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.

10. **Delivery Or Contract Completion Time:** Must be shown, as the date may, where time is of the essence, determine the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The City of Sherman has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reasons for delay and written consent from the City), the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidder to ensure bids are in the possession of the City of Sherman, Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place or delayed in delivery or in the mail. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. **Failure to Enter into Contract:** The successful Bidder, upon his failure or refusal to execute and deliver the Contract required within ten (10) consecutive calendar days after he has received notice of the acceptance of his bid, shall forfeit in cash to the City, as liquidated damages for such failure or refusal, the difference in cost of his bid and the next lowest bid offered by a second vendor.

13. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specifications. Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

14. **Samples:** Of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

15. **Alternate Bids:** Must clearly state ALTERNATE and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Sherman.

16. **Exceptions/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation.

17. **Ambiguity In Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

18. **Changes Or Additions:** No changes or additions will be allowed after bid opening. Changes or additions submitted prior to bid opening must be in accordance with paragraph 11 above.

19. **Funding:** Funds for payment have been provided through the City of Sherman budget approved by the City of Sherman, City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

20. Trade Secrets, Confidential Information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Sherman will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

21. The City of Sherman hereby notifies all bidders that in regard to any contract entered into pursuant to this Invitation to Bid, Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women.

22. Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Grayson County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

24. The Successful Bidder shall indemnify and hold harmless the City of Sherman and its officers, agents and employees from any and all claims, demands, including claims involving infringements of patents, copyrights or license agreements, actions, causes of action, liabilities, damages, costs, expenses, and attorney fees, as and when incurred by City and all liability of any kind, description, or character whatsoever or any other loss or detriment brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of or arising from any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Sherman growing out of such injury. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the City Attorney's office upon request. The City of Sherman reserves the right to employ legal counsel of its choice.

25. Bidders may request withdrawal of a posted, sealed proposal prior to the scheduled bid opening time provided the request for withdrawal is timely submitted to the city Purchasing Agent in writing.

26. Changes in specification or interpretations - If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changes made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

27. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.

28. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required documents, at the time of bid opening, may be cause to reject the entire bid.

29. By submitting a bid to the City of Sherman, the Bidder is certifying that the bidder and those people responsible for the successful compliance and performance of the bid, including office managers, project managers, job foremen and the like, shall not have received probation, deferred adjudication, or a conviction for any crime of violence or any crime of moral turpitude within the last ten (10) years from date of this bid.

30. The City of Sherman reserves the right to award this bid to a local business as provided for in Section 271.905 of the Texas Local Government Code, which requires that such bid be within (5%) of the lowest bid and will result in additional local economic benefits.

31. The City of Sherman, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2252.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

1.) Is your principle place of business in the State of Texas yes no

2.) If the answer to question (1) is "yes", no further information is necessary; if "no", please indicate:

a.) in which state is your principal place of business located: _____

b.) does that state favor resident bidders (bidders in your state) by some dollar increment or percentage
yes no

c.) if yes, what is that dollar increment or percentage? _____

*The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the State of Texas, that the business entity:

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

32. Award: Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

33. Split Award: The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

34. No Prohibited Interest: Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service where such financial interest is prohibited by state law.

35. Cooperative Purchasing: The City of Sherman actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.

36. Interlocal Agreement: Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Sherman. The City of Sherman is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Sherman has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant.

If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. The City of Sherman shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities.

37. Insurance: The City of Sherman requires Vendor(s) to carry the minimum insurance as required by law. (additional/specific insurance requirements may be attached and shall become a part of this bid)

38. Bid Security/Bond Requirements: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, if required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

39. Termination for default: The City of Sherman reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; (2) otherwise perform in accordance with these specifications; or (3) transfers, assigns or conveys any or all of its obligations or duties to another. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

40. By submitting your bid (or proposal) you acknowledge that the City of Sherman will not accept any bid (or proposal), or execute any submitted contract in conjunction with a bid (or proposal) that requires the City of Sherman to agree to the following.

- 1.) Governing law other than the law of the State of Texas
- 2.) Venue other than Grayson County
- 3.) Arbitration

- 4.) Indemnification from the City of Sherman
- 5.) Artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid)
- 6.) Artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event)

THE CITY OF SHERMAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOCUMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCTS/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS OF THE INVITATION FOR BID.

THE FOLLOWING INFORMATION MUST BE FILLED OUT IN ITS ENTIRETY FOR YOUR BID TO BE CONSIDERED:

Company Name:

Glover Mowing & Landscaping Co.

Address of Principal Place of Business:

208 W McLain Dr

Sherman Tx 75092

Phone/Fax of Principle Place of Business:

903-893-3222

Fax # 903-892-8129

Address/Phone/Fax Number of Majority
Owner Principal Place of Business:

same as above

E-mail Address of Representative:

gloverlandscaping@hotmail.com

Authorized Representative:

Jeff Glover

Signature

Jeff Glover

Printed Name

Jeff Glover 2-28-10

Date

Acknowledgement of Addenda:

#1 ☒

#2 ☐

#3 ☐

Glover Mowing & Landscaping Company

P.O. Box 1304 – Sherman, Texas 75091-1304

Phone: 903 893-3222 – Fax: 903 892-8129 – Mobile: 903 815-2202

E-mail gloverlandscaping@hotmail.com

Dear Business Owner,

I am sending this letter to introduce myself and my company to your business. My name is Jeff Glover and I have owned and operated a Mowing & Landscaping business in Sherman, Texas, since April, 1989. I am a fully insured Commercial Lawn Maintenance Company. I have had the Lawn Maintenance contract for Whitesboro Independent School District for 6 years. I have mowed the Parks & ROW's for the City of Sherman for the past 7 years. I mow the airport area and the street ROW's for the City of Durant, Ok.

I have also mowed the Highway ROW's for the State of Texas & Oklahoma for the past five years. I mow large acreage as well as small lots. I also specialize in installation of sprinkler systems, landscaping, dirt work, or what ever needs to be done. I own fourteen commercial finish mowers, as well as, six full-sized tractors with large mowers. I am available for weekly and monthly lawn maintenance or contract mowing.

I am excited about this prospect of your business and look forward to hearing from you. Please give me a call if you have any questions or want to further discuss any details.

Thank you,

Jeff Glover

Glover Mowing & Landscaping Company

Glover Mowing & Landscaping Company

P.O. Box 1304 – Sherman, Texas 75091-1304

Phone: 903 893-3222 – Fax: 903 892-8129 – Mobile: 903 815-2202

E-mail gloverlandscaping@hotmail.com

Reference List

Sherman Economic Development Corporation

Atten: Frank E. Gadek
307 W. Washington Suite 102
Sherman, Texas 75090
Ph. 903 868-2566

Texas Department of Public Safety

Atten: Ricky D. Nichols
1413 Texoma Parkway
Sherman, Texas 75090-3803
Ph. 903 893-8833

Texas Department of Transportation

Atten: Duane Compton
Hwy 75 South
Sherman, Texas 75090
Ph. 903 821-5627

Whitesboro Public Schools WISD

Atten: Danny Sluder
115 Fourth Street
Whitesboro, Texas 76273
Ph. 903 564-4206

City of Sherman

Atten: Jeff Miller / Aubrey Henderson
307 W. Washington St.
Sherman, Texas 75091
Ph. 903 892-7313

City of Durant

Atten: Jerry Yandell
1201 N. E. Second
Durant, OK 74702
Ph. 580 924-8358

Evergreen Presbyterian Ministries of Texas Inc.

Atten: Teresa Garrett
2001 Skyline Drive, Suite A155
Sherman, Texas 75092
Ph. 903 893-0149

ConAgra Foods

Atten: Ben Jones
408 E. Magnolia
Sherman, Texas 75090
Ph. 903 2-7717 / 903 893-8111

Flamingo Bingo & House of Hope

Atten: Robert Stoolfire
P.O. Box 69
Sherman, Texas 75091
Ph. 903 870-6444

Sitescape

Atten: Bill Steel / Willie Steel
P.O. Box 2465
Sherman, Texas 75092
Ph. 903 868-2626

Dorchester Gain

Atten: John Chumbley
P.O. Box 340
Howe, Texas 75459
Ph. 903 476-500

Homer Bullard

Atten: Homer Bullard
1302 Shepherd Rd
Sherman, Texas 75090
Ph. 903 532-6918

Post Oak Crossing Apartments

Atten: Jackie Tomlinson
3301 N. FM 1417
Sherman, Texas 75092
Ph. 903 868-9671

Santa Fe Petroleum L.L.C.

Atten: Tom Griffin
5055 Keller Spring # 350
Addison, Texas 75001
Ph. 972 866-0700

Watkins Trucking

Atten: Larry Watkins
P.O. Box 1976
Sherman, Texas 75092
Ph. 903 892-0105

Texas Star Bank (Sherman Branch)

Atten: Pete Farris
500 Sam Rayburn Frwy
Sherman, Texas 75092
Ph. 903 893-9555

Bank of Oklahoma

Atten: Dorothy Cheever
9520 North May
Oklahoma City, Oklahoma 73120
Ph. 405 936-3933 / 903 892-2386

Gary Marlow

Atten: Gary Marlow
18 Timbercreek
Sherman, Texas 75092
Ph. 903 893-1193

Glover Mowing & Landscaping Company

P.O. Box 1304 – Sherman, Texas 75091-1304

Phone: 903 893-3222 – Fax: 903 892-8129 – Mobile: 903 815-2202

E-mail gloverlandscaping@hotmail.com

Equipment List

Trucks:

1986 Ford Regular Cab F-250 ¾ ton
1990 Ford Regular Cab F-450 1½ ton
1996 Ford Regular Cab F-150 ½ ton
1996 Ford Regular Cab F-250 ¾ ton
1997 Peter Built 5-ton
1997 GMC Ext Cab C-2500 ¾ ton
1998 Ford Ext Cab F-150 ½ ton
2000 Ford Regular Cab F-250 ¾ ton
2000 Ford Ext Cab F-150 ½ ton
2000 Ford Ext Cab F-250 ¾ ton
2001 Ford Ext Cab F-150 ½ ton
2002 Ford Crew Cab F-250 ¾ ton
2003 Ford Crew Cab F-250 ¾ ton 4x4

Tractors:

1987 John Deere Cab 75 hp
1991 Kubota 4030-SU 40 hp
1998 John Deere 4x4 Cap 85 hp
1999 Kubota B6100 24 hp
1999 Kubota 4x4 Cap 45 hp
2005 John Deere 4x4 Cab 90 hp
2005 John Deere 4x4 Cab 90 hp
2005 John Deere 4x4 Cab 90 hp
2005 John Deere 4x4 Cab 90 hp
2005 Kubota 4x4 Cab 90 hp
2006 Kubota 4x4 Cap 105 hp

Commercial Mowers:

1995 Grasshopper 52" Zero Turn Mower
1995 Snapper 48" Walk Behind Mower
1996 (3) Honda 22" Push Mower
1996 Woods 61" Zero Turn Mower
1997 Scag 48" Walk Behind Mower
1998 Kubota 60" Finishing Mower
1999 Scag 48" Walk Behind Mower
2000 Rhino 84" Finishing Mower
2001 Scag 72" Turf Tiger Zero Turn Mower
2002 Kubota 72" Zero Turn Mower
2002 (3) John Deere 22" Push Mower
2004 Scag 72" Turf Tiger Zero Turn Mower
2004 Scag 48" Walk behind Mower
2006 Scag 72" Turf Tiger Zero Turn Mower

Other Equipment:

1998 Land-Pride 6 ft Box Blade
1998 Land-Pride 8 ft Landscape Rake
1998 BeFco 500 lb Seed Spreader
1998 (4) Pushing 50 lb Seed Spreader
2001 Remco 55 gals Sprayer
2001 Berger Transit-Leveling Unit
2001 (2) Karcher 2500 psi Pressure Washer
2002 BeFco 6 ft Tiller

Trailers:

1987 WW 16 ft Flatbed W/Tailgate
1994 WW 10 ft Flatbed W/Tailgate
1995 Cargo 6 ft Trailer
1999 Mongoose 20 ft Lowboy Gooseneck
2000 Custom 10 ft Flatbed Trailer
2000 Trail-EZE 48 ft Lowboy Equipment Trailer
2000 TBE -18 ft Flatbed Trailer
2001 W & W 20 ft Cargo Gooseneck Trailer
2003 Kearney 32 ft Gooseneck Dovetail Trailer
2004 Tugger 16 ft Landscape Trailer
2005 Tugger 16 ft Landscape Trailer
2005 W & W 12 ft Cargo Trailer
2007 Pace 16 ft Cargo Trailer

Heavy Duty Mowers:

1991 Rhino 6 ft Brush Hog Mower
1991 Rhino 6 ft Flail Mower
1995 Rhino SR-15M 15 ft Batwing Mower
2000 Rhino FM-84 7 ft Finishing Mower
2002 Rhino FL-15 ft Batwing Mower
2003 Rhino SR-15M 15 ft Batwing Mower
2004 Rhino 14 ft Turf Flex Mower
2005 Rhino FR-15 ft Batwing Mower
2005 John Deere CX-20 ft Batwing Mower
2005 John Deere CX-20 ft Batwing Mower
2005 John Deere CX-20 ft Batwing Mower
2007 Rhino TW-84 Brush Hog Mower
2007 Rhino 7 Ft Flail Mower

Commercial Blowers & Weed-Eaters:

1994 Green Machine Weed-Eater
1995 Green Machine Back Pack Blower
1998 Echo Weed-Eater
1999 Stihl Weed-Eater
1999 Echo Back Pack Blower
2001 Echo Back Pack Blower
2001 Stihl BR-400 Back Pack Blower
2002 Stihl Hedge Trimmer
2002 (4) Stihl FS-80R Weed-Eater
2003 (2) Stihl FS-80R Weed-Eater
2004 (4) Stihl FS-110 Weed-Eater
2004 (3) Stihl BR-420 Back Pack Blower
2005 (16) Husqvarna 324L x-series
2008 (12) Husqvarna 324L x-series

2002 Remco 25 gals Sprayer
2002 Cammond 6 ft Hydraulic Box Blade
2007 Cammond 8 ft Hydraulic Box Blade



GLOVER MOWING & LANDSCAPING COMPANY

P.O. BOX 1304 SHERMAN, TX 75091-1304

BUSINESS: 903-893-3222 FAX: 903 892-8129 MOBILE: 903-815-2202

E-MAIL: gloverlandscaping@hotmail.com

BANK REFERENCE

TEXAS STAR BANK (Sherman Branch)

Attn: Pete Farris

500 Sam Rayburn Frwy

Sherman, Texas 75092

Phone # - 903-893-9555



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5476**

**Approving the Greater Texoma Utility Authority's Intention
to Contract with TNT's Pipeline Corp. for Construction of the
U.S. Highway 75 North Sewer Improvements, Contract "C"**

Issue

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the construction of the third phase of the U.S. Highway 75 North sewer system. The project is divided into four phases, with Contract "C" being the third phase of construction.

Background

The current Capital Improvement Program contains a project to construct a sewer system along U.S. Highway 75 North. Nine (9) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$269,340.50 was submitted by TNT's Pipeline Corp. of Roanoke, Texas.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through GTUA.

Staff Recommendation

It is recommended that the City Council approve GTUA's intention to contract with the low bidder, TNT's Pipeline Corp., in the amount of \$269,340.50.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5476

Engineer's Recommendation with Bid Tabulation

Location Map

Prepared by:

Mark Gibson, Director of Engineering/Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH TNT'S PIPELINE CORP. FOR CONSTRUCTION OF THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS, CONTRACT "C"; 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into an agreement with TNT's Pipeline Corp. of Roanoke, Texas, in the total amount of Two Hundred Sixty-Nine Thousand Three Hundred Forty Dollars and Fifty Cents (\$269,340.50) for construction of the U.S. Highway 75 North Sewer Improvements, Contract "C".

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



FREEMAN-MILlicAN, INC.
ENGINEERS - ARCHITECTS - PLANNERS

J. TERRY MILlicAN, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

March 19, 2010

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

Re: Sherman Highway 75 North Sewer – Contract "C" Award

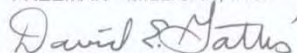
Dear Mr. Chapman:

Bids were received on the Highway 75 North Sewer – Contract "C" on March 9, 2010. A tabulation of these bids is attached. The project includes construction of approximately 5,600 feet of 12", 15" and 18" sanitary sewer.

Nine bids were received. The low bid submitted at \$269,340.50 included a higher \$0.50 math error. Several other bids included very small math errors that did not change the competitive order of bids. The low bid at \$269,340.50 is about 3.5% lower than the 2nd bidder and about 11.1% under the 3rd bidder.

The qualification statement and list of projects completed or in progress indicate the low bidder is qualified to complete the Contract "C" project. We checked with the owners and or engineers on three listed projects and all were very positive on the low bidder's performance. We recommend that the Greater Texoma Utility Authority award the contract to TNT's Pipeline Corp. based on the low bid of \$269,340.50 and authorize execution of the required contract documents.

Sincerely,
FREEMAN - MILlicAN, INC.


David E. Gattis, P.E.

Enclosure (1)

Copy:

Sherman, Mark Gibson, Director of Engineering and Utilities
Terry Millican

BID TABULATION

OWNER:	Greater Texas Utility Authority			Contractor	TNT's Pipeline Corp		Contractor	PCI Construction, Inc.		Contractor	Dickenson Construction Co., Inc.	
PROJECT:	City of Sherman - Highway 75 North Sewer - Contract 02			Address	2001 Holley Parkway Rossmore, TX 76262		Address	PO Box 2367 McKinney, TX 75070		Address	PO Box 181 Celina, TX 75009	
ENGINEER:	Freeman-Milcan, Inc. - Texas Registered Engineering Firm F-2827			City, State	801-233-3814		City, State	972-562-2762		City, State	972-382-2123	
BID DATE:	March 9, 2010			Phone			Phone			Phone		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
P.1	18" PVC Sewer Pipe, 0'-9" Deep, Line 3	1,099.00	LF	39.00	42,627.00	33.70	36,834.10	66.00	40,987.50			
P.2	18" PVC Sewer Pipe, 9'-12" Deep, Line 3	1,520.00	LF	39.00	59,280.00	36.40	55,328.00	70.00	57,000.00			
P.3	18" PVC Sewer Pipe, 12'-15" Deep, Line 3	112.00	LF	42.00	4,704.00	36.40	4,078.80	78.00	4,536.00			
P.4	15" PVC Sewer Pipe, 0'-7" Deep, Line 3	1,294.00	LF	35.00	45,290.00	27.30	35,320.20	57.00	42,055.00			
P.5	15" PVC Sewer Pipe, 7'-10" Deep, Line 3	403.00	LF	35.00	14,105.00	29.90	12,049.70	57.00	13,097.50			
P.6	15" PVC Sewer Pipe, 10'-15" Deep, Line 3	201.00	LF	41.00	8,241.00	29.90	6,009.90	70.00	7,135.50			
P.7	12" PVC Sewer Pipe, 0'-11" Deep, Lateral A	141.00	LF	41.00	5,781.00	23.30	3,285.30	50.00	4,018.50			
P.8	12" PVC Sewer Pipe, 0'-6" Deep, Line 3A	503.00	LF	33.00	16,599.00	23.30	11,719.90	47.00	14,339.50			
P.9	12" PVC Sewer Pipe, 8'-11" Deep, Line 3A	288.00	LF	41.00	11,808.00	26.00	7,488.00	50.00	8,208.00			
P.10	15" PVC Sewer Pipe in 22" Steel Encasement under North Creek Dr., Line 3	70.00	LF	145.00	10,150.00	276.80	19,378.00	267.00	21,000.00			
P.11	4' Diameter Manhole, 0'-8" Deep	8.00	EA	1,500.00	12,000.00	2,845.00	22,760.00	4,578.00	23,200.00			
P.12	4' Diameter Manhole, 8'-15" Deep	8.00	EA	1,500.00	9,000.00	4,132.00	24,702.00	4,578.00	21,000.00			
P.13	Gas Vent Assembly for Manhole	2.00	EA	500.00	1,000.00	1,787.00	3,574.00	1,250.00	1,600.00			
P.14	Class "G" Embasement	200.00	LF	80.00	16,000.00	48.00	9,200.00	100.00	5,000.00			
P.15	5" Thick 2000 psi Concrete Rip-Rap	40.00	SY	50.00	2,000.00	59.00	2,360.00	187.00	3,000.00			
P.16	Stabilize Finished Grade with slopes between 10% and 20%	750.00	SY	4.00	3,000.00	5.00	3,750.00	18.00	3,750.00			
P.17	Stabilize Finished Grade with slopes exceeding 20%	90.00	SY	20.00	1,800.00	8.00	720.00	18.00	3,150.00			
P.18	Construct Crushed Stone Trench Foundation for Soft Subgrade in Trench Excavation	100.00	CY	40.00	4,000.00	27.00	2,700.00	62.00	2,000.00			
P.19	Construct Fence Gap with Gate in Existing Wire Fence	4.00	EA	100.00	400.00	2,580.00	10,320.00	3,750.00	3,000.00			
P.20	Construct Fence Gap with 6-Wire Closure in Existing Wire Fence	1.00	EA	500.00	500.00	988.00	988.00	3,750.00	1,000.00			
P.21	Design and Install Trench Safety System	5,556.00	LF	0.10	555.60	0.40	2,222.00	1.00	5,555.00			
P.22	Obtain Authorization to Discharge Storm Water	1.00	LS	500.00	500.00	3,783.00	3,783.00	37,500.00	13,750.00			
TOTAL AMOUNT OF CONTRACT BID					\$299,349.50		\$278,582.90		\$299,178.50			
					35 days		30 days		120 days			

BID TABULATION

OWNER: Greater Tarrant County Authority

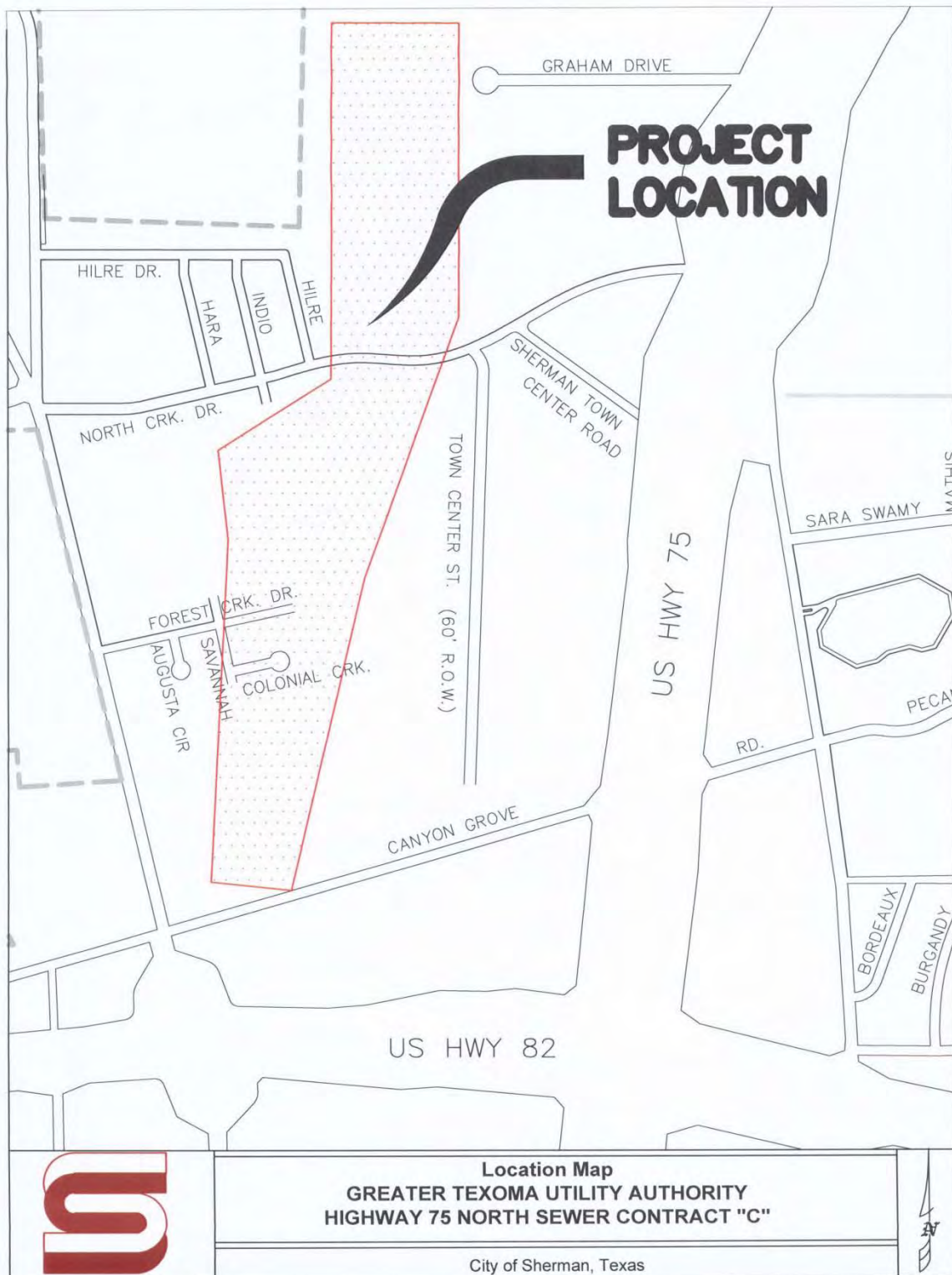
PROJECT: City of Sherman - Highway 75 North Sewer - Contrast "C"
 ENGINEER: Freeman-Milican, Inc. - Texas Registered Engineering Firm F-2827
 BID DATE: March 9, 2010

Contractor
 W. Brown Enterprises, Inc.
 Address: 2905 N First Ave
 City, State: Durant, OK 74701
 Phone: 580-931-2442

Contractor
 Whitewater Construction, Inc.
 Address: 8640 Old Meira Road
 City, State: Waco, TX 76705
 Phone:

Contractor
 Atkins Brothers
 Address: 918 W. Marshall
 City, State: Grand Prairie, TX 75051
 Phone:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P-1	18" PVC Sewer Pipe, 0-9' Deep, Line 3	1,080.00	LF	42.00	45,900.00	66.00	72,168.00	116.00	126,768.00
P-2	18" PVC Sewer Pipe, 9-12' Deep, Line 3	1,520.00	LF	50.10	76,152.00	70.00	106,400.00	127.00	193,040.00
P-3	18" PVC Sewer Pipe, 12-15' Deep, Line 3	112.00	LF	57.00	6,384.00	78.00	8,736.00	147.00	16,464.00
P-4	18" PVC Sewer Pipe, 0-7' Deep, Line 3	1,294.00	LF	44.45	57,518.30	57.00	73,758.00	91.00	117,754.00
P-5	18" PVC Sewer Pipe, 7-10' Deep, Line 3	403.00	LF	44.40	17,913.30	57.00	22,971.00	95.00	38,284.00
P-6	18" PVC Sewer Pipe, 10-15' Deep, Line 3	201.00	LF	52.00	10,452.00	70.00	14,070.00	108.00	21,708.00
P-7	12" PVC Sewer Pipe, 0-11' Deep, Lateral A	141.00	LF	47.45	6,690.45	50.00	7,050.00	80.00	11,280.00
P-8	12" PVC Sewer Pipe, 0-8' Deep, Line 3A	502.00	LF	37.50	18,825.00	47.00	23,641.00	84.00	42,264.00
P-9	12" PVC Sewer Pipe, 8-11' Deep, Line 3A	288.00	LF	47.45	13,665.60	50.00	14,400.00	86.00	24,768.00
P-10	18" PVC Sewer Pipe in 22" Steel Encasement under North Creek Dr., Line 3	70.00	LF	250.00	17,500.00	267.00	18,690.00	270.00	18,900.00
P-11	4" Diameter Manhole, 0-6' Deep	3.00	EA	2,850.00	8,550.00	4,578.00	13,734.00	4,000.00	36,000.00
P-12	4" Diameter Manhole, 6-12' Deep	6.00	EA	3,200.00	19,200.00	4,578.00	27,468.00	4,600.00	27,600.00
P-13	Gas Vent Assembly for Manhole	2.00	EA	500.00	1,000.00	1,250.00	2,500.00	750.00	1,500.00
P-14	Class "D" Embankment	200.00	LF	50.00	10,000.00	100.00	20,000.00	30.00	6,000.00
P-15	6" Thick 2000 psi Concrete Rip-Rap	40.00	SY	50.00	2,000.00	187.00	7,480.00	40.00	1,600.00
P-16	Stabilize Finished Grade with slopes between 10% and 20%	750.00	SY	10.00	7,500.00	18.00	13,500.00	20.00	15,000.00
P-17	Stabilize Finished Grade with slopes exceeding 20%	80.00	SY	35.00	2,800.00	18.00	1,440.00	21.00	1,680.00
P-18	Construct Curb and Gutter, Trench Foundation for Soft Subgrade in Trench Excavation	100.00	CV	25.00	2,500.00	62.00	6,200.00	60.00	6,000.00
P-19	Construct Fence Gap with Gate in Existing Wire Fence	4.00	EA	2,000.00	8,000.00	3,750.00	15,000.00	2,800.00	10,400.00
P-20	Construct Fence Gap with 6-Wire Closure in Existing Wire Fence	1.00	EA	1,000.00	1,000.00	3,750.00	3,750.00	3,000.00	3,000.00
P-21	Design and install Trench Safety System	3,555.00	LF	1.00	3,555.00	1.00	3,555.00	1.00	3,555.00
P-22	Obtain Authorization to Discharge Storm Water	1.00	LS	15,000.00	15,000.00	37,500.00	37,500.00	10,000.00	10,000.00
TOTAL AMOUNT OF CONTRACT BID					\$378,549.20		\$539,051.00		\$730,161.00





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5477**

**Awarding a Bid to and Authorizing Execution of a Contract with JMI Maintenance, Inc.
for the Reconstruction of a Storm Sewer from Archer Drive to Sand Creek**

Issue

To consider approving a contract for the reconstruction of a damaged storm sewer from Archer Drive to Sand Creek

Background

The current Capital Improvement Program (CIP) budget has funds appropriated for various drainage projects in the city, including the replacement of a damaged storm sewer that runs from Archer Drive to Sand Creek. Due to high water levels in Sand Creek and severe stream bank erosion, the existing storm sewer head wall and approximately 70' of pipe were damaged and are now non-functional.

Eight (8) bidders responded to the request for bids. ABC Retaining Wall submitted the low bid of \$69,260.00. However, after performing a review of their qualifications, there was a noted lack of qualified experience. The City's consulting engineer for this project has recommended that the second lowest bidder, JMI Maintenance, Inc. of Greenville, Texas, be awarded the project. Their bid was \$87,477.50.

Origination

Department of Public Works

Financial Consideration

The project is funded in the current CIP budget.

Staff Recommendation

It is recommended that a contract be awarded to the second lowest bidder, JMI Maintenance, Inc., in the amount of \$87,477.50 and that the City Manager be authorized to execute the required contract documents.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5477

Engineer's Recommendation with Bid Tabulation

Contract

Location Map

Prepared by:
Don Keene, Exec. Director of Planning/Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JMI MAINTENANCE, INC. FOR THE RECONSTRUCTION OF A STORM SEWER FROM ARCHER DRIVE TO SAND CREEK; 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 JMI Maintenance, Inc. of Greenville, Texas, is hereby awarded the bid in the total amount of Eighty-Seven Thousand Four Hundred Seventy-Seven Dollars and Fifty Cents (\$87,477.50) for the reconstruction of a storm sewer from Archer Drive to Sand Creek; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with JMI Maintenance, Inc. in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

TNP **TEAGUE NALL AND PERKINS**

Civil Engineering | Surveying | Landscape Architecture | Planning

March 16, 2010

Jeff Miller
Director of Public Works
City of Sherman
P O Box 1106
Sherman, TX 75091

RE: RECOMMENDATION FOR AWARD OF CONSTRUCTION CONTRACT

Archer Drive Stream Bank Stabilization Project
TNP Job No: SHN 09308

Dear Jeff,

On Thursday, March 4, 2010, at 10:00 am, bids were received at the Archer Drive Stream Bank Stabilization project. The top three bids are as follows:

- | | |
|--|-------------|
| 1. ABC Retaining Wall | \$69,260.00 |
| 2. JMI Maintenance | \$87,477.50 |
| 3. Erosion & Retaining Wall Structures, Inc. | \$89,972.50 |

The low bidder was ABC Retaining Wall with a base bid of \$69,260.00. At this time we have discovered that ABC Retaining Wall is a relatively new company with few local contacts. At this time we were only able to identify one supportive reference and one project was they had performed similar work.

The second bidder was JMI Maintenance with a bid of \$87,477.50. After checking their references we understand that they have completed multiple projects of similar magnitude within the region via securing contracts with TxDOT out of the Paris District.

After checking their references, we recommend the City of Sherman award the contract in the amount of \$87,477.51 to JMI Maintenance for the Archer Drive Stream bank Stabilization Project.

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

Sincerely,

TEAGUE NALL AND PERKINS INC.

Chris Schmitt, P.E.
Enclosure (1 – Bid Tab)

Cc: TNP file



TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

ARCHER DRIVE STORM DRAIN REPLACEMENT Project No. SHN09306 City of Sherman BID TABULATION REPORT																			
BID OPENING DATE: 3/4/2010 BID OPENING TIME: 10:00 AM				BIDDERS								BIDDERS						BIDDERS	
				ABC Retaining Wall		JMI Maintenance Inc.		Erosion & Retaining Wall Structures Inc.		Vessels Construction		Lynn Vessels Construction LLC		Dickerson Construction		Mitchell General Construction		Jerry Paul Higgins Ltd.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Site Preparation	1.00	LS	\$4,000.00	\$4,000.00	\$5,000.00	\$9,000.00	\$7,525.00	\$7,525.00	\$5,321.58	\$5,321.58	\$11,300.00	\$11,300.00	\$5,000.00	\$5,000.00	\$27,800.00	\$27,800.00	\$9,625.00	\$9,625.00
2	24" RCP	70.00	LF	\$50.00	\$3,500.00	\$40.00	\$2,800.00	\$109.00	\$7,630.00	\$190.71	\$13,349.70	\$61.02	\$4,271.40	\$92.00	\$6,440.00	\$73.00	\$5,110.00	\$89.69	\$6,278.30
3	48" RCP	64.00	LF	\$140.00	\$8,960.00	\$75.00	\$4,800.00	\$210.00	\$13,440.00	\$246.86	\$15,799.04	\$107.35	\$6,870.40	\$180.00	\$11,520.00	\$140.00	\$8,960.00	\$142.00	\$9,066.00
4	Concrete Collar for 24" & 48" RCP	1.00	EA	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$2,440.50	\$2,440.50	\$1,130.00	\$1,130.00	\$2,320.00	\$2,320.00	\$1,400.00	\$1,400.00	\$3,650.00	\$3,650.00
5	Gabion Structure (with PVC Coating)	206.00	CY	\$200.00	\$41,200.00	\$225.00	\$46,350.00	\$215.00	\$44,290.00	\$382.09	\$78,708.48	\$482.51	\$99,397.06	\$470.00	\$96,820.00	\$406.00	\$83,636.00	\$491.05	\$101,156.30
6	Import Fill Material, Clean & Compacted	475.00	CY	\$20.00	\$9,500.00	\$36.90	\$17,527.50	\$18.50	\$8,787.50	\$28.28	\$13,433.00	\$17.52	\$8,322.00	\$27.00	\$12,825.00	\$46.00	\$21,850.00	\$37.50	\$17,812.50
7	Hydromulch Seeding	1.00	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$4,300.00	\$4,300.00	\$2,800.78	\$2,800.78	\$2,280.00	\$2,280.00	\$3,800.00	\$3,800.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
8	Erosion Control	1.00	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,056.70	\$1,056.70	\$1,356.00	\$1,356.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
TOTALS:				\$69,260.00		\$87,477.50		\$89,972.50		\$132,909.78		\$134,908.88		\$139,245.00		\$163,766.00		\$189,110.10	

Bids Approved By: Chris Schmitt

Date: 3/5/10

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 **JMI MAINTENANCE, INC.** ("CONTRACTOR").

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

ARTICLE 1 – PROJECT

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

Project to include approximately 200 cubic yards of gabion mattress installation, 475 cubic yards of imported compacted subgrade, and 130 linear feet of 48" RCP and 24" RCP replacement.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 – CONTRACT TIMES

3.01 *Commencement of Contract*

A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" issued by the **CITY** and to fully complete the contract within forty-five calendar days.

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

3.02 *Dates for Substantial Completion and Final Payment*

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

3.03 *Liquidated Damages*

- A. CONTRACTOR and CITY recognize that time is of the essence of the Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty); CONTRACTOR shall pay accordingly to the Liquidated Damages Schedule 108.8.1 (a).

Schedule 108.8.1 (a) Liquidated Damages

Amount of Contract (\$)	Amount of Liquidated Damages (\$)
Less than 25,000.00	100.00 per Day
25,000.00 to 99,999.99	160.00 per Day
100,000.00 to 999,999.99	240.00 per Day
1,000,000.00 or More	500.00 per Day

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

- A. For all Project work, a total sum of: Eighty-Seven Thousand Four Hundred Seventy-Seven and Fifty Cents (\$87,477.50)
- B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be set forth in the Unit Pricing portion of the proposal.
- C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
 - a. Performance Bond;
 - b. If applicable the Unit Pricing in the Proposal;
 - c. Payment Bond;
 - d. Bid Bond;
 - e. General Conditions of Agreement;
 - f. Special Conditions of Agreement;
 - g. Any Other Documents listed in the Table of Contents of the Bid Proposal;
 - h. Any Addenda;
 2. Any drawings associated with the Project;
 3. Exhibits to this Contract (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR;
 4. The Following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s), if permissible under the Resolution enacted by the City.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee:
Jeff Miller
Director of Public Works

Address:
City of Sherman
P.O. Box 1106
Sherman, Texas 75091

If intended for CONTRACTOR, to:

Designee:
Nathan Jones
President

Address:
JMI Maintenance, Inc.
P.O. Box 1237
Greenville, Texas 75050

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

- A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEY FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH

RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

- B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.
- C. THIS INDEMNIFICATION AND DUTY TO DEFEND IS SUBJECT TO AND DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW, AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.

9.07 *Deletion of Arbitration Clause*

The parties agree that arbitration is not binding on the parties to resolve questions of dispute under this Contract nor are they bound to any arbitration conditions contained in the contract documents. However, the parties are not prevented from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract.

9.08 *Choice of Law: Venue.*

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

9.09 *Binding Authority*

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

9.10 *Entire Agreement*

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

9.11 *Contract Interpretation*

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

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

This Contract will be effective on _____, 20____ (which is the Effective Date of the Contract).

CITY:
CITY OF SHERMAN, TEXAS

CONTRACTOR:
JMI MAINTENANCE, INC.

By: _____
GEORGE OLSON, City Manager

By: _____

Attest:

Agent for service of process:

By: _____
LINDA ASHBY, City Clerk

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

Approved as to form and content:

By: _____
BRANDON S. SHELBY, City Attorney

[illegible]

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 on this the _____ day of _____, A.D., 20_____.

NOTARY SIGNATURE: _____

COMMISSION EXPIRES: _____





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.6

RESOLUTION NO. 5478

**Awarding a Bid to and Authorizing Execution of a Contract with J&T Excavating, L.L.C.
for the Reconstruction of West Washington Street**

Issue

To consider contracting for the reconstruction of West Washington Street from Heritage Parkway (FM 1417) to the west city limits

Background

The Capital Improvement Program (CIP) includes a project to rebuild West Washington Street west of Heritage Parkway as a 25' concrete street with curb and gutter and sidewalks. The project also includes rebuilding the bridge over Sand Creek. Six companies submitted bids on March 11, 2010. A bid tabulation is attached.

Origination

Department of Public Works

Financial Consideration

The project is funded in the CIP budget

Staff Recommendation

It is recommended that the bid be awarded for the reconstruction of West Washington Street to the low bidder, J&T Excavating, L.L.C. of Royce City, Texas, in the amount of \$2,328,087.96. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5478

Engineer's Recommendation with Bid Tabulation

Contract

Location Map

Prepared by:

Don Keene, Exec. Director of Planning/Public Works

Approved by:

George Olson, City Manger

RESOLUTION NO. 5478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH J&T EXCAVATING, L.L.C. FOR THE RECONSTRUCTION OF WEST WASHINGTON STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That J&T Excavating, L.L.C. of Royce City, Texas, is hereby awarded the bid in the total amount of Two Million Three Hundred Twenty-Eight Thousand Eighty-Seven Dollars and Ninety-Six Cents (\$2,328,087.96) for the reconstruction of West Washington Street; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with J&T Excavating, L.L.C. for the reconstruction of West Washington Street, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



Partners for a Better Quality of Life

March 25, 2010

Mr. Jeff Miller
Director of Public Works
City of Sherman
405 N. Rusk
Sherman, Texas 75090

Re: Washington Street Reconstruction
CP&Y Project No. CSH08104

Dear Mr. Miller,

On Thursday, the 11th of March, 2010, six responsive bids were received and publicly opened at the City of Sherman for the Washington Street Reconstruction Project. The six bids received are listed below with the apparent low bidder listed first.

Contractors	Base Bid
J&T Excavating, LLC	\$2,328,087.96
Gilco Contracting	\$2,392,243.30
Ed Bell Construction	\$2,433,595.10
Mitchell Enterprises, LTD	\$2,795,515.13
RK Hall	\$2,813,504.20
East Texas Bridge	\$2,898,466.20

J&T Excavating, L.L.C., of Royse City, Texas was the apparent responsive low bidder. We have reviewed their bid proposal, with all items checked for correctness in their extensions and additions. Based on the review and references called, we find J&T Excavating, L.L.C.'s bid and qualifications to be competent to complete the project according to the construction documents.

115 West 7th Street, Suite 1500
Fort Worth, Texas 76102
817.354.0189 • 817.354.4935 fax
www.cpyi.com

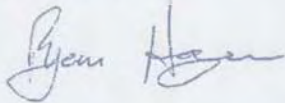


March 25, 2010
Mr. Jeff Miller
Director of Public Works
City of Sherman
Page 2

Therefore, CP&Y, Inc. recommends the award of contract to J&T Excavating, L.L.C. for their low bid amount of \$2,328,087.96.

Should you or your staff have any questions please call.

Respectfully submitted,
CP&Y, Inc.

A handwritten signature in blue ink, appearing to read "Ryan Hague", is written over a faint, large, light-blue watermark of the letters "CP&Y" in the background.

Ryan S. Hague, P.E.

Encl.

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 **J&T EXCAVATING, L.L.C.** ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

Reconstruction of approximately 4,900 linear feet (LF) of concrete pavement with a 25' back of curb to back of curb pavement section, approximately 9,500 LF of 4-foot sidewalk, approximately 4,000 LF of 18-inch to 54 – inch diameter storm drain improvements, 35 LF of 5' x 4' concrete box culvert, and a 130 LF 37-foot bridge.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

- A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" issued by the **CITY** and to fully complete the contract within 260 working days (120 bridge calendar days will run concurrently)
- B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed by **CONTRACTOR** on or before 260 working days from the date of the Notice to Proceed.

3.03 *Liquidated Damages*

- A. CONTRACTOR and CITY recognize that time is of the essence of the Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty); CONTRACTOR shall pay accordingly to the Liquidated Damages Schedule 108.8.1 (a).

Schedule 108.8.1 (a) Liquidated Damages

Amount of Contract (\$)	Amount of Liquidated Damages (\$)
Less than 25,000.00	100.00 per Day
25,000.00 to 99,999.99	160.00 per Day
100,000.00 to 999,999.99	240.00 per Day
1,000,000.00 or More	500.00 per Day

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

- 4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:
- A. For all Project work, a total sum of: Two Million Three Hundred Twenty-Eight Thousand Eighty-Seven Dollars and Ninety-Six Cents (\$2,328,087.96).
- B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be set forth in the Unit Pricing portion of the proposal.
- C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:
1. This Contract;
 - a. Performance Bond;
 - b. If applicable the Unit Pricing in the Proposal;
 - c. Payment Bond;
 - d. Bid Bond;
 - e. General Conditions of Agreement;
 - f. Special Conditions of Agreement;
 - g. Any Other Documents listed in the Table of Contents of the Bid Proposal;
 - h. Any Addenda;
 2. Any drawings associated with the Project;
 3. Exhibits to this Contract (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. City Council Resolution awarding bid
 - d. Documentation submitted by CONTRACTOR;
 4. The Following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - d. Written Amendments;
 - e. Work Change Directives;
 - f. Change Order(s), if permissible under the Resolution enacted by the City
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee:
Jeff Miller
Director of Public Works

If intended for CONTRACTOR, to:

Designee:
Tracy Raymond
J&T Excavating, L.L.C.

Address:
City of Sherman
P.O. Box 1106
Sherman, Texas 75091

Address:
J&T Excavating, L.L.C.
2716 Remington Drive
Royse City, Texas

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

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

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

- C. THIS INDEMNIFICATION AND DUTY TO DEFEND IS SUBJECT TO AND DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW, AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.

9.07 *Deletion of Arbitration Clause*

The parties agree that arbitration is not binding on the parties to resolve questions of dispute under this Contract nor are they bound to any arbitration conditions contained in the contract documents. However, the parties are not prevented from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract.

9.08 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance

for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

9.09 *Binding Authority*

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

9.10 *Entire Agreement*

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

9.11 *Contract Interpretation*

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

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

This Contract will be effective on _____, 20____ (which is the Effective Date of the Contract).

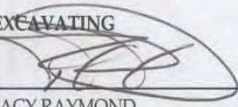
CITY:

CONTRACTOR:

CITY OF SHERMAN, TEXAS

J & T EXCAVATING

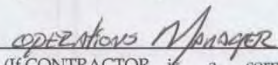
By: _____
GEORGE OLSON, City Manager

By:  _____
TRACY RAYMOND

Attest:

Agent for service of process:

LINDA ASHBY, City Clerk
partnership,

 _____
(If CONTRACTOR is a corporation or a

Attach evidence of authority to sign.)

STATE OF TEXAS

COUNTY OF Rockwall

BEFORE ME, the undersigned authority, on this day personally appeared Tracy O Raymond, 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, on this the 29 day of March, A.D., 2011.

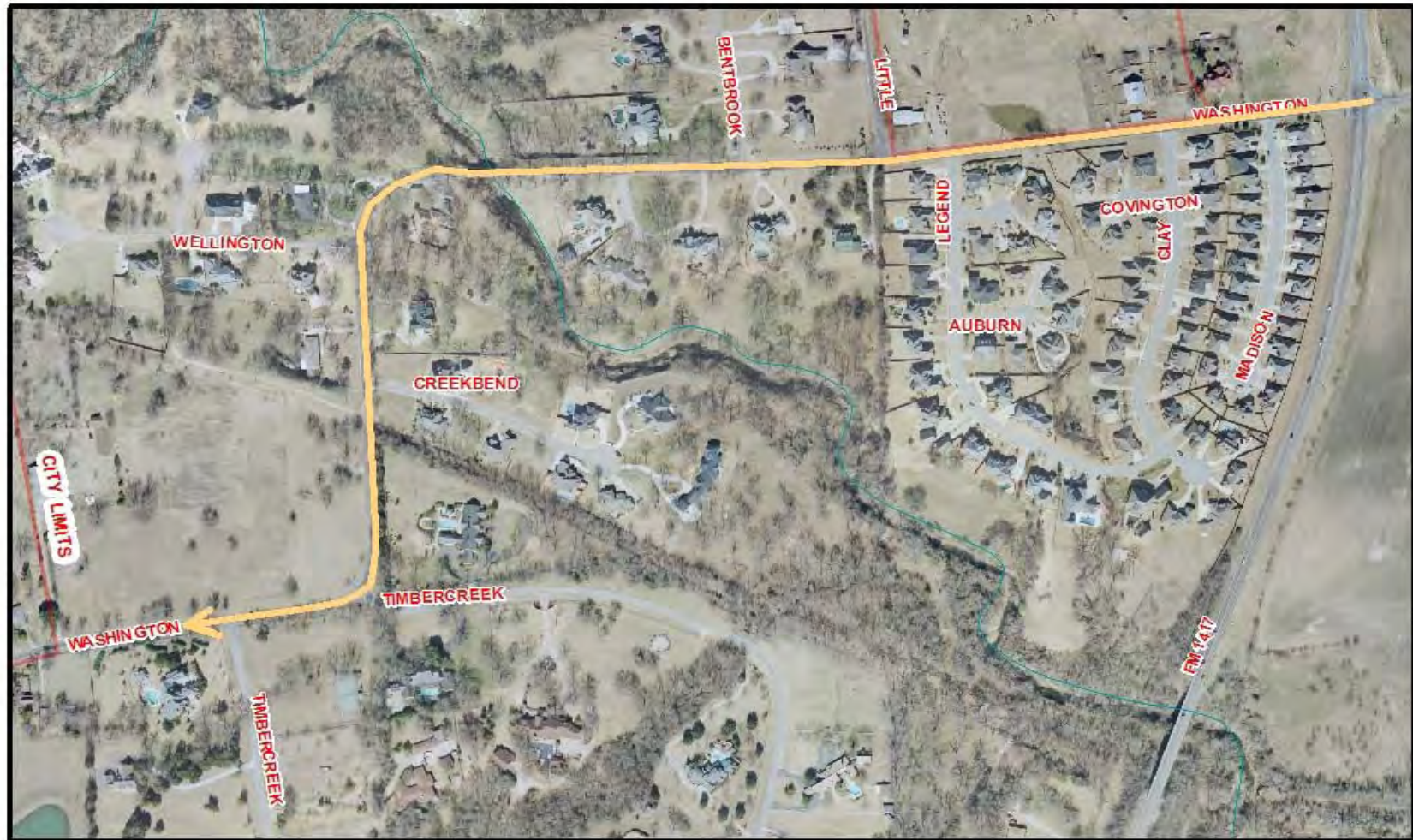
NOTARY SIGNATURE: Angela Massey

COMMISSION EXPIRES: 6-29-2011

Approved as to form and content:

Brandon S. Shelby, City Attorney





City of Sherman, Texas
Engineering Department

WASHINGTON STREET FROM F.M. 1417
WEST TO CITY LIMITS



0 87.5175 350 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.7

RESOLUTION NO. 5479

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, a Division of Vescor, Inc., for the Improvement of West Lamberth Road from Heritage Parkway (FM 1417) to Shady Oaks Lane

Issue

To consider contracting for the improvement of West Lamberth Road from Heritage Parkway (FM 1417) to Shady Oaks Lane

Background

The Capital Improvement Program (CIP) includes a project to improve West Lamberth Road, west of Heritage Parkway, by constructing the south side of a median divided boulevard. When the north side was constructed in 2000, West Lamberth Road was planned as a boulevard and is considered a major arterial in the new Comprehensive Plan. The current project includes construction of 2,700' of concrete pavement and curb and gutter and modifications to the existing storm sewer system.

Origination

Department of Public Works

Financial Consideration

The project is funded in the CIP budget

Staff Recommendation

It is recommended that the bid be awarded for West Lamberth Road improvements to the low bidder, Vessels Construction, a Division of Vescor, Inc., in the amount of \$769,025.15. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5479

Engineer's Recommendation with Bid Tabulation

Contract

Location Map

Prepared by:

Don Keene, Exec. Director of Planning/Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC., FOR THE IMPROVEMENT OF WEST LAMBERTH ROAD FROM HERITAGE PARKWAY (FM 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 Vessels Construction, a Division of Vescor, Inc., is hereby awarded the bid in the total amount of Seven Hundred Sixty Nine Thousand Twenty Five Dollars and Fifteen Cents (\$769,025.15) for the improvement of West Lamberth Road from Heritage Parkway (FM 1417) to Shady Oaks Lane; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Vessels Construction, a Division of Vescor, Inc., for the West Lamberth Road improvements, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

April 1, 2010

Mr. Jeff Miller
Director of Public Works
City of Sherman
P. O. Box 1106
Sherman, TX 75090

**RE: LAMBERTH ROAD WEST EXPANSION FROM HERITAGE PARKWAY
(FM 1417) TO SHADY OAKS LANE**
Contract Recommendation
TNP Job No: SHN 09178

Dear Mr. Miller,

On Tuesday, March 23, 2010, at 2:00 p.m. bids were received at the City of Sherman Public Works Department for the Lamberth Road West Expansion project. Please note the attached Bid Tabulation Report. The low bidder was Vessels Construction, a division of Vescor, Inc. with a base bid of \$763,908.15.

An alternate bid of was also solicited in order to obtain unit prices for salvaging existing storm drain pipe and using elsewhere on the job. The idea behind this approach was to realize some potential savings in the existing pipe material. Vessels pricing indicates a potential net savings of \$3,088.80 for the project should all of the existing pipe be salvageable. City inspection will be required prior to placement of any salvaged pipe.

After the bid opening it was brought to our attention by Vescor that an adjustment was needed for the Street Excavation bid item from 3,850 cubic yards (c.y.) to 6,000 c.y. Subsequently we have performed our own independent review of this item and agree that the bid documents were in error. Vescor has agreed to honor their unit price of \$2.38 per cubic yard and adjust the contract amount accordingly. The adjustment will require a net addition of \$5,117.00 to the original bid amount resulting in a total contract recommendation of \$769,025.15

After checking their references, we recommend that the City of Sherman award a contract in the amount of \$769,025.15 to Vessels Construction, a division of Vescor, Inc.

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

Sincerely,

TEAGUE NALL AND PERKINS INC.
Chris Schmitt, P.E.

TEAGUE NALL AND PERKINS

24 Lexington Turnpike, Littleton, Colorado 80120

APPROVED BY _____

DATE: _____

LAMBERTH ROAD EXPANSION Project No. 09909178 City of Sherman BID TABULATION REPORT					Engine's Estimate - AS OPENED DATE: BID OPENING TIME:		2027.000.00 2025.000.00 2:30 PM	
DESCRIPTION OF ITEMS					QUANTITY	UNIT	UNIT COST	TOTAL
1	Right of Way Preparation	1	LB	\$40,198.00			\$40,198.00	\$40,198.00
2	Unimproved Street Paved	2,850	CY	\$2.38			\$6,861.00	\$6,861.00
3	Interlockment	135	CY	\$2.42			\$327.30	\$327.30
4	Remove Existing Curb and Gutter	1,350	LF	\$1.38			\$1,861.50	\$1,861.50
5	Remove Existing Concrete Pave	1,357	SF	\$5.55			\$7,528.35	\$7,528.35
6	Remove Existing Concrete Pave	455	SF	\$5.74			\$2,611.70	\$2,611.70
7	Remove Existing HMA/C Pavement	1,371	SF	\$5.25			\$7,198.75	\$7,198.75
8	Remove Existing Water Line	145	LF	\$11.49			\$1,666.05	\$1,666.05
9	Remove Existing Ties	18	SA	\$80.25			\$1,444.50	\$1,444.50
10	Remove Existing Traffic Signal Foundation	1	SA	\$885.00			\$885.00	\$885.00
11	Remove Existing Fence	327	LF	\$14.25			\$4,655.25	\$4,655.25
12	Remove Existing Pole Hydrant Assembly	2	SA	\$1,582.75			\$3,165.50	\$3,165.50
13	Remove Existing Sign	2	SA	\$471.25			\$942.50	\$942.50
14	Reinforced Concrete Pave	8,455	SF	\$2.45			\$20,714.75	\$20,714.75
15	Reinforced Concrete Pave	9,425	SF	\$1.71			\$16,116.75	\$16,116.75
16	Line for Medication (P&H)	170	TH	\$138.24			\$23,490.72	\$23,490.72
17	IF Curb	6,187	LF	\$2.79			\$17,160.73	\$17,160.73
18	IF Concrete Gutter and IF Curb	255	LF	\$17.84			\$4,549.20	\$4,549.20
19	HMA/C Pave	1,168	SF	\$11.77			\$13,745.36	\$13,745.36
20	Flow Base	870	SF	\$8.22			\$7,149.40	\$7,149.40
21	IF Concrete Driveway	2,168	SF	\$13.24			\$28,714.32	\$28,714.32
22	Median Pave w/ Concrete Pave	2,945	SF	\$7.45			\$21,940.75	\$21,940.75
23	Remove Existing Water Meters & Replace Service w/ 3/4" Copper	8	SA	\$394.45			\$3,155.60	\$3,155.60
24	Remove Existing Water Meters	3	SA	\$146.88			\$439.64	\$439.64
25	Sidewalk	1,222	SF	\$21.02			\$25,684.24	\$25,684.24
26	Sidewalk ADA Wheelchair Ramp	8	SA	\$535.20			\$4,281.60	\$4,281.60
27	Concrete Street Header	710	LF	\$5.00			\$3,550.00	\$3,550.00
28	Concrete Sidewalk (P&H)	80	SA	\$11.86			\$948.80	\$948.80
29	Concrete Pave	825	SF	\$3.45			\$2,846.25	\$2,846.25
30	Gravel Driveway	135	SF	\$6.75			\$911.25	\$911.25
31	ASPH/OP Imperviousness and Maintenance	1	LB	\$555.00			\$555.00	\$555.00
32	IF Top Soil	7,815	SF	\$0.42			\$3,282.30	\$3,282.30
33	Hydroplaning	7,815	SF	\$0.42			\$3,282.30	\$3,282.30
34	Isolation Control	1	LB	\$15,000.00			\$15,000.00	\$15,000.00
35	ISOLATION Traffic Signal Paved	1	SA	\$28,000.00			\$28,000.00	\$28,000.00
36	Traffic Control	1	LB	\$500.00			\$500.00	\$500.00
37	IF Solid Color Yellow Stripe Type II w/ Type I-A-A Road Pave	888	LF	\$1.68			\$1,491.84	\$1,491.84
38	IF Dashed White Stripe Type II w/ Type I-A-A Road Pave	4,195	LF	\$0.45			\$1,887.75	\$1,887.75
39	IF Solid White Stripe Type II w/ Type I-A-A Road Pave	145	LF	\$2.04			\$2,958.00	\$2,958.00
40	IF Solid White Stripe Type II	254	LF	\$2.41			\$612.14	\$612.14
41	IF Solid White Stripe Type II	78	LF	\$4.80			\$3,744.00	\$3,744.00
42	IF Solid Yellow Stripe Type II	218	LF	\$4.02			\$876.36	\$876.36
43	Turn Arrow Type II	7	SA	\$45.80			\$320.60	\$320.60
44	Word (CHL) Type II	8	SA	\$45.80			\$366.40	\$366.40
45	Install Chevron Sign (CHL)	8	SA	\$45.80			\$366.40	\$366.40
46	Install "Left Lane End" Sign (W-1)	2	SA	\$495.00			\$990.00	\$990.00
47	Install "Left Lane Ends - Large Right Sign (W-1)	2	SA	\$495.00			\$990.00	\$990.00
48	Install T-ROAD Sign (CHL)	2	SA	\$495.00			\$990.00	\$990.00
49	Install Speed Limit Sign (CHL)	2	SA	\$495.00			\$990.00	\$990.00
50	Install Stop Sign	2	SA	\$495.00			\$990.00	\$990.00
51	Install Street Name Sign	4	SA	\$214.00			\$856.00	\$856.00
52	Remove Existing Storm Drain Pipe	2,385	LF	\$3.42			\$8,156.70	\$8,156.70
53	Remove Existing Curb Inlet	8	SA	\$21.79			\$174.32	\$174.32
54	Remove Headcut / Road Treatment	5	SA	\$323.19			\$1,615.95	\$1,615.95
55	Install 10" RCP	888	LF	\$2.86			\$2,539.68	\$2,539.68
56	Install 30" RCP	884	LF	\$21.73			\$19,188.52	\$19,188.52
57	Install 30" RCP	911	LF	\$26.38			\$24,029.58	\$24,029.58
58	Install 30" RCP	825	LF	\$26.38			\$21,681.50	\$21,681.50
59	Install 30" HDPE	25	LF	\$26.38			\$659.50	\$659.50
60	Install 40" HDPE	237	LF	\$26.38			\$6,251.86	\$6,251.86
61	Install 40" HDPE	230	LF	\$26.38			\$6,067.40	\$6,067.40
62	Install 24" Junction Box	1	SA	\$625.45			\$625.45	\$625.45
63	Install 4" Junction Box	1	SA	\$275.45			\$275.45	\$275.45
64	Install 2" Recessed Curb Inlet	3	SA	\$1,754.45			\$5,263.35	\$5,263.35
65	Install 10" Recessed Curb Inlet	1	SA	\$2,345.45			\$2,345.45	\$2,345.45
66	Install 10" Recessed Curb Inlet	1	SA	\$2,345.45			\$2,345.45	\$2,345.45
67	Install 10" Open Base Recessed Curb Inlet	1	SA	\$2,345.45			\$2,345.45	\$2,345.45
68	Install DA 1-12 Drop Inlet (Type 1)	2	SA	\$2,345.45			\$4,690.90	\$4,690.90
69	Install Junction Box 24" RCP	1	SA					
70	Temporary Pavement Replacement	380	LF					
71	40" JCT	1	SA	\$5,250.00			\$5,250.00	\$5,250.00
72	54" JCT	1	SA	\$7,460.00			\$7,460.00	\$7,460.00
73	30" Headcut w/ 30"	1	SA	\$2,118.41			\$2,118.41	\$2,118.41
TOTAL BASE BID:							\$763,008.15	\$763,008.15
GRAND TOTAL + ADDITIONAL EXCAVATION							\$769,025.15	\$769,025.15
BIDDER'S TOTAL							\$871,028.83	\$871,028.83
BIDDER'S TOTAL							\$886,008.90	\$886,008.90

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Salvage 10" RCP	888	LF	\$21.04	\$18,675.52	\$21.04	\$18,675.52
2	Salvage 30" RCP	255	LF	\$27.81	\$7,091.55	\$27.81	\$7,091.55
3	Salvage 30" RCP	428	LF	\$21.46	\$9,184.88	\$21.46	\$9,184.88
4	Crack on Inlet 10" RCP	888	LF	\$21.04	\$18,675.52	\$21.04	\$18,675.52
5	Crack on Inlet 30" RCP	255	LF	\$27.81	\$7,091.55	\$27.81	\$7,091.55
6	Crack on Inlet 30" RCP	428	LF	\$21.46	\$9,184.88	\$21.46	\$9,184.88
TOTAL ALTERNATE BID (POTENTIAL CREDIT)							

TEAGUE NALL AND PERKINS

200 Lawrence, Suite 200, Lawrence, Kansas 66044 (785) 843-1111

LAMBETH ROAD EXPANSION Project No. 2009172 City of Shawnee BID TABULATION REPORT									
Engineer's Estimate = \$127,000.00 BID OPENING DATE: 2/20/2018 2:00 PM									
BIDDERS									
Lynn Vessels Construction LLC									
JUL Fawing LP									
Mitchell General Construction									
R K Hall									
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Right of Way Preparation	1	LS	\$19,400.00	\$19,400.00	\$22,500.00	\$22,500.00	\$44,000.00	\$44,000.00
2	Unclassified Street Excavation	3,850	CY	\$2.00	\$7,700.00	\$2.11	\$8,123.50	\$4.00	\$15,400.00
3	Compaction	125	CY	\$4.50	\$562.50	\$4.80	\$600.00	\$5.00	\$625.00
4	Remove Existing Curb and Gutter	1,200	LF	\$2.30	\$2,760.00	\$2.40	\$2,880.00	\$2.50	\$3,000.00
5	Remove Existing Concrete Slab	1,357	SF	\$3.30	\$4,481.10	\$3.45	\$4,681.65	\$3.60	\$4,899.60
6	Remove Existing Concrete Pavement	455	SF	\$2.85	\$1,296.75	\$3.00	\$1,365.00	\$3.15	\$1,434.75
7	Remove Existing HMA Pavement	1,271	SF	\$2.85	\$3,620.85	\$3.00	\$3,813.00	\$3.15	\$4,001.85
8	Remove Existing Water Line	140	LF	\$22.00	\$3,080.00	\$23.00	\$3,220.00	\$24.00	\$3,360.00
9	Remove Existing Tree	18	EA	\$205.00	\$3,690.00	\$210.00	\$3,780.00	\$215.00	\$3,870.00
10	Remove Existing Traffic Signal Foundation	1	EA	\$1,850.00	\$1,850.00	\$1,900.00	\$1,900.00	\$1,950.00	\$1,950.00
11	Reconstruct Existing Fence	372	LF	\$17.50	\$6,510.00	\$18.00	\$6,696.00	\$18.50	\$6,882.00
12	Reconstruct Existing Fire Hydrant Assembly	2	EA	\$2,034.00	\$4,068.00	\$2,080.00	\$4,160.00	\$2,125.00	\$4,250.00
13	Reconstruct Existing Sign	2	EA	\$150.00	\$300.00	\$155.00	\$310.00	\$160.00	\$320.00
14	18" Reinforced Concrete Pavement	8,468	SF	\$2.85	\$24,133.80	\$3.00	\$25,404.00	\$3.15	\$26,676.60
15	18" Reinforced Concrete Subgrade	9,425	SF	\$1.81	\$17,059.25	\$1.85	\$17,325.25	\$1.90	\$17,907.50
16	Line for Stabilization (200/30)	170	LN	\$7.80	\$1,326.00	\$8.00	\$1,360.00	\$8.20	\$1,395.60
17	18" Curb	8,187	LF	\$2.00	\$16,374.00	\$2.10	\$17,192.70	\$2.20	\$18,011.40
18	18" Concrete Gutter and 4" Curb	255	LF	\$175.50	\$44,652.50	\$180.00	\$45,900.00	\$185.00	\$47,175.00
19	HMA Pavement	1,154	SF	\$18.21	\$20,998.44	\$18.75	\$21,566.25	\$19.30	\$22,178.70
20	Flow Rate	810	SF	\$25.50	\$20,655.00	\$26.25	\$21,262.50	\$27.00	\$21,870.00
21	18" Concrete Driveway	2,768	SF	\$4.80	\$13,286.40	\$5.00	\$13,840.00	\$5.20	\$14,393.60
22	Median Paving w/ Concrete Platform	2,345	SF	\$4.10	\$9,613.50	\$4.25	\$9,966.25	\$4.40	\$10,318.00
23	Reconstruct Existing Water Mains & Replace Service w/ 3/4" Copper	8	EA	\$285.00	\$2,280.00	\$290.00	\$2,320.00	\$295.00	\$2,360.00
24	Reconstruct Existing Sewer	1	EA	\$2,000.00	\$2,000.00	\$2,050.00	\$2,050.00	\$2,100.00	\$2,100.00
25	Storm	1,232	SF	\$9.15	\$11,270.80	\$9.50	\$11,704.00	\$9.85	\$12,135.20
26	Storm	8	EA	\$791.00	\$6,328.00	\$810.00	\$6,480.00	\$830.00	\$6,640.00
27	Concrete Street Header	110	LF	\$6.75	\$742.50	\$7.00	\$770.00	\$7.25	\$797.50
28	Concrete Storm Main (18")	80	LF	\$5.85	\$468.00	\$6.00	\$480.00	\$6.15	\$492.00
29	Concrete Flare	120	SF	\$5.00	\$600.00	\$5.20	\$624.00	\$5.40	\$648.00
30	Storm Driveway	800	SF	\$3.50	\$2,800.00	\$3.60	\$2,880.00	\$3.70	\$2,960.00
31	Storm	1	EA	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00	\$1,350.00	\$1,350.00
32	Storm	7,815	SF	\$1.10	\$8,596.50	\$1.15	\$9,002.25	\$1.20	\$9,408.00
33	Hydrant	7,815	SF	\$2.50	\$19,537.50	\$2.60	\$20,319.00	\$2.70	\$21,106.50
34	Storm Control	1	EA	\$11,000.00	\$11,000.00	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00
35	18" Curb	1,232	LF	\$12.00	\$14,784.00	\$12.50	\$15,400.00	\$13.00	\$16,016.00
36	Traffic Control	1	EA	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00	\$3,200.00	\$3,200.00
37	18" Solid Double Yellow Stripe Type II w/ Type I-A-A Raised Pavement Markers	865	LF	\$2.25	\$1,946.25	\$2.35	\$2,011.75	\$2.45	\$2,077.25
38	18" Double White Stripe Type II w/ Type I-A-A Raised Pavement Markers	4,195	LF	\$1.45	\$6,082.75	\$1.50	\$6,292.50	\$1.55	\$6,502.25
39	18" Solid White Stripe Type I w/ Type I-A-A Raised Pavement Markers	348	LF	\$2.25	\$783.00	\$2.35	\$808.20	\$2.45	\$852.60
40	12" Solid White Stripe Type I	254	LF	\$2.00	\$509.00	\$2.10	\$533.40	\$2.20	\$557.80
41	18" Solid White Stripe Type II	78	LF	\$2.00	\$156.00	\$2.10	\$163.80	\$2.20	\$171.60
42	18" Solid Yellow Stripe Type II	218	LF	\$2.00	\$436.00	\$2.10	\$457.80	\$2.20	\$480.60
43	Turn Arrow Type II	7	EA	\$24.00	\$168.00	\$25.00	\$175.00	\$26.00	\$182.00
44	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
45	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
46	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
47	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
48	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
49	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
50	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
51	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
52	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
53	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
54	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
55	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
56	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
57	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
58	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
59	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
60	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
61	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
62	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
63	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
64	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
65	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
66	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
67	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
68	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
69	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
70	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
71	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
72	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
73	Water (20") Type II	8	EA	\$250.00	\$2,000.00	\$260.00	\$2,080.00	\$270.00	\$2,160.00
TOTAL BASE BID:					\$909,852.18	\$941,160.33	\$1,035,471.10	\$1,036,476.63	
GRAND TOTAL + ADDITIONAL EXCAVATION					\$922,801.68	\$958,811.83	\$1,054,821.10	\$1,053,246.83	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Excavate 18" RCP	865	LF	\$14.13	\$12,212.45	\$15.75	\$13,518.75	\$17.00	\$14,707.50
2	Excavate 24" RCP	255	LF	\$14.88	\$3,794.40	\$16.25	\$4,143.75	\$17.50	\$4,462.50
3	Excavate 36" RCP	408	LF	\$16.38	\$6,682.56	\$17.75	\$7,260.00	\$19.00	\$7,752.00
4	Install 18" RCP	865	LF	\$10.00	\$8,650.00	\$10.50	\$9,082.50	\$11.00	\$9,517.50
5	Install 24" RCP	255	LF	\$11.11	\$2,833.65	\$11.60	\$2,958.00	\$12.10	\$3,085.50
6	Install 36" RCP	408	LF	\$12.00	\$4,896.00	\$12.50	\$5,100.00	\$13.00	\$5,304.00
TOTAL ALTERNATE BID (POTENTIAL CREDIT)					(\$22,985.02)	(\$24,880.08)	(\$90,391.00)	(\$22,912.15)	

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 **VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC.** ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

The project involves the construction of approximately 2,700 LF of concrete paving and installation of approximately 3,500 LF of storm drain improvements on Lamberth Road from Heritage Parkway (FM 1417) to Shady Oaks Lane.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

- A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" issued by the **CITY** and to fully complete the contract within 260 working days (120 bridge calendar days will run concurrently)
- B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed by **CONTRACTOR** on or before 260 working days from the date of the Notice to Proceed.

3.03 *Liquidated Damages*

- A. CONTRACTOR and CITY recognize that time is of the essence of the Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty); CONTRACTOR shall pay accordingly to the Liquidated Damages Schedule 108.8.1 (a).

Schedule 108.8.1 (a) Liquidated Damages

Amount of Contract (\$)	Amount of Liquidated Damages (\$)
Less than 25,000.00	100.00 per Day
25,000.00 to 99,999.99	160.00 per Day
100,000.00 to 999,999.99	240.00 per Day
1,000,000.00 or More	500.00 per Day

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

- 4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:
- A. For all Project work, a total sum of: Seven Hundred Sixty Nine Thousand Twenty-Five Dollars and Fifteen Cents (\$769,025.15).
- B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be set forth in the Unit Pricing portion of the proposal.
- C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:
1. This Contract;
 - a. Performance Bond;
 - b. If applicable the Unit Pricing in the Proposal;
 - c. Payment Bond;
 - d. Bid Bond;
 - e. General Conditions of Agreement;
 - f. Special Conditions of Agreement;
 - g. Any Other Documents listed in the Table of Contents of the Bid Proposal;
 - h. Any Addenda;
 2. Any drawings associated with the Project;
 3. Exhibits to this Contract (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. City Council Resolution awarding bid
 - d. Documentation submitted by CONTRACTOR;
 4. The Following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - g. Written Amendments;
 - h. Work Change Directives;
 - i. Change Order(s), if permissible under the Resolution enacted by the City
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee:
Jeff Miller
Director of Public Works

If intended for CONTRACTOR, to:

Designee:
Bill Vessels
President

Address:
City of Sherman
P.O. Box 1106
Sherman, Texas 75091

Address:
Vessels Construction, a division of Vescor, Inc.
P.O. Box 28
Sherman, Texas 75091

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

- A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEY FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT
- MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.
- B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.
- C. THIS INDEMNIFICATION AND DUTY TO DEFEND IS SUBJECT TO AND DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW, AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.

9.07 *Deletion of Arbitration Clause*

The parties agree that arbitration is not binding on the parties to resolve questions of dispute under this Contract nor are they bound to any arbitration conditions contained in the contract documents. However, the parties are not prevented from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract.

9.08 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance

for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

9.09 *Binding Authority*

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

9.10 *Entire Agreement*

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

9.11 *Contract Interpretation*

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

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

This Contract will be effective on April 5, 2010 (which is the Effective Date of the Contract).

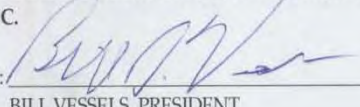
CITY:

CONTRACTOR:

CITY OF SHERMAN, TEXAS

VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC.

By: _____
GEORGE OLSON, City Manager

By:  _____
BILL VESSELS, PRESIDENT

Attest:

Agent for service of process:

LINDA ASHBY, City Clerk
partnership,

(If CONTRACTOR is a corporation or a

Attach evidence of authority to sign.)

STATE OF TEXAS

*

*

COUNTY OF GRAYSON

*

BEFORE ME, the undersigned authority, on this day personally appeared **Bill Vessels**, 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, on this the **29th** day of **March**, A.D., 2010.

NOTARY SIGNATURE: Katie Turner

COMMISSION EXPIRES: 9/28/2013



Approved as to form and content:

Brandon S. Shelby, City Attorney



City of Sherman, Texas
Engineering Department

Lamberth Rd. West from FM 1417
to Shady Oaks Rd.



0 80 160 320 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5480**

**Authorizing Execution of an Agreement with Joey and Lynn Womble
for the Abatement of Ad Valorem Property Taxes for the Construction of a New
Single-Family Residence at 1414 East Lamar Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1414 East Lamar Street.

Background

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

Origination

Joey and Lynn Womble, Applicants

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$230.08 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5480
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Photo
Building Permit Application
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOEY AND LYNN WOMBLE FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1414 EAST LAMAR STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Joey and Lynn Womble and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Joey and Lynn Womble for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1414 East Lamar Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 2nd day of June, 2008, the City Council of Sherman, Texas, passed Ordinance No. 5537 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5336) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 2nd day of June, 2008;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2010, and continuing for tax years 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2010, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2010	100%
2011	100%
2012	100%
2013	100%
2014	100%
2015	100%
2016	80%
2017	60%
2018	40%
2019	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2010, 2011, 2012, 2013, 2014, 2015 and 2016, 2017, 2018 and 2019 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1414 East Lamar Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 2, Block 1 of the Replat of Lot 4 and the east 40 feet of Lot 3 of Eastside Addition.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Joey and Lynn Womble
2320 Meadows Lane
Sherman, Texas 75092
(972) 900-2338

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2010.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JOEY WOMBLE

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____

ATTEST:

OWNER:
LYNN WOMBLE

BY: _____
LINDA ASHBY
CITY CLERK

BY: _____
NAME: _____

APPROVED AS TO FORM:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Joey Womble**, 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 express.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2010 A.D.

Notary Public

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2010 A.D.

Notary Public

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Jay & Lynn Womble

Mailing Address: 2320 Meadows Sherman, TX 75092

Telephone Number: 472 400 2338

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1414 E Lamar Sherman, TX 75090

Summary Legal Description: Lot: 2 Block: 1 Addition: Eastside

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

Improvements:

Type of Improvements (please check one): New Construction: _____ Remodeling: _____

Estimated Value of Improvements: \$71,900

Estimated Date of Start of Construction: 3.5.10

Estimated Date of Completion of Project: 4.30.10

Description of Project: 4 bedroom / 2 bath residential

Applicant(s): Jay Womble Date: 3.5.10
Lynn Womble

232401

1414 E. Lamar

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF GRAYSON *

KNOW ALL MEN BY THESE PRESENTS:

That the **KIGHT FAMILY LIMITED PARTNERSHIP #1, a Texas Limited Partnership**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged herein, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **JOEY WOMBLE and LYNN WOMBLE**, the following described real property in Grayson County, Texas, to-wit:

BEING Lot Two (2), in Block One (1), of the REPLAT OF LOT FOUR AND THE EAST 40 FEET OF LOT THREE OF EAST SIDE ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 18, Page 14, Plat Records, Grayson County, Texas.

SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, Grantees' heirs, executors, administrators and assigns forever, and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, Grantees' heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 1st day of March, 2010.

**KIGHT FAMILY LIMITED
PARTNERSHIP #1, a Texas
Limited Partnership**

BY


DAVID E. KIGHT, General Partner

GRANTEES' MAILING ADDRESS:

Joey Womble and Lynn Womble
2320 Meadows Lane
Sherman, TX 75092

ACKNOWLEDGMENT

STATE OF TEXAS *

COUNTY OF GRAYSON *

This instrument was acknowledged before me on the 15th day of March
2010, by **DAVID E. KIGHT**, in the capacity of **General Partner** for the **KIGHT**
FAMILY LIMITED PARTNERSHIP #1, a Texas Limited Partnership, on its behalf
and in the capacity therein stated.

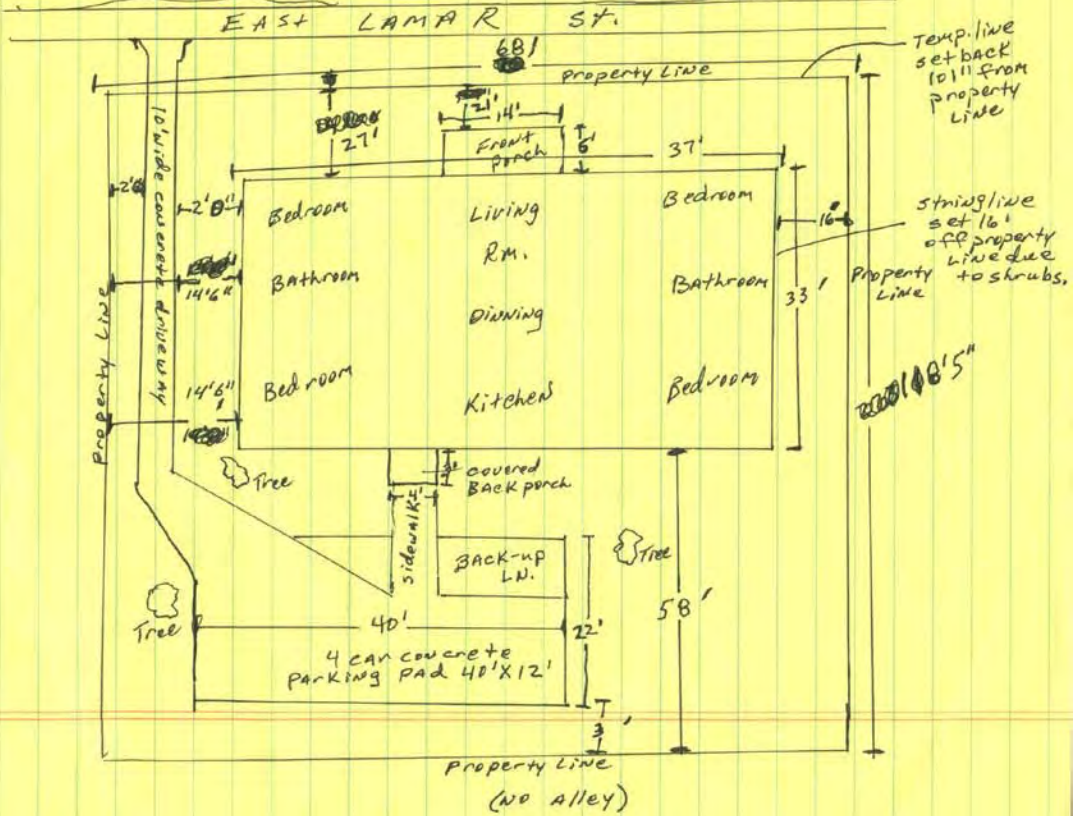


Jana L. Ingham
Notary Public, State of Texas

Site Plan for 1414 E. LAMAR ST.
Single Family Home LEGAL: Lot 2 B Kilow.
EAST side addition



1412 LAMAR
EXISTING DRIVEWAY



1414 E. Lamar



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 100301 SUBCONTRACTOR: JOE L/LYNN WOMBLE JR DATE ISSUED: 3/04/2010

PROJECT ADDRESS:	1414 E LAMAR ST	LOT #:	2
PARCEL ID:	255868	BLK #:	1
SUBDIVISION:	EAST SIDE ADDN REPLAT	ZONE ORD:	
ISSUED TO:	JOE L/LYNN WOMBLE JR	CONTRACTOR:	DAVID KIGHT
ADDRESS:	2320 MEADOWS LN	ADDRESS:	860 BROWN RD
CITY, ST ZIP:	SHERMAN TX 75092-3001	CITY, ST ZIP:	SHERMAN TX 750902720
PHONE:		PHONE:	903-821-8828
PROP USE:	RESIDENTIAL	SQ FT:	1,303.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	4
VALUATION:	\$ 71,900.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

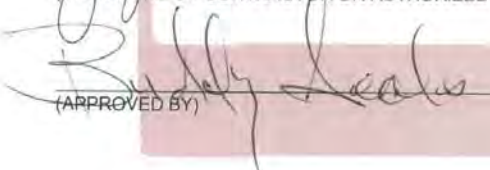
NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/10/10
DATE


(APPROVED BY)

3/8/10
DATE



City of Sherman, Texas
Engineering Department

1414 EAST LAMAR





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5481**

**Authorizing Execution of an Agreement with Joey and Lynn Womble
for the Abatement of Ad Valorem Property Taxes for the Construction of a New
Single-Family Residence at 1511 North Brents Avenue**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1511 North Brents Avenue.

Background

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

Origination

Joey and Lynn Womble, Applicants

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$217.41 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5481
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Photo
Building Permit Application
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOEY AND LYNN WOMBLE FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1511 NORTH BRENTS AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Joey and Lynn Womble and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Joey and Lynn Womble for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1511 North Brents Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 2nd day of June, 2008, the City Council of Sherman, Texas, passed Ordinance No. 5537 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5336) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 2nd day of June, 2008;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2010, and continuing for tax years 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2010, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2010	100%
2011	100%
2012	100%
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II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2010, 2011, 2012, 2013, 2014, 2015 and 2016, 2017, 2018 and 2019 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1511 North Brents Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 3, Block 31 of the College Park 2nd Addition.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Joey and Lynn Womble
2320 Meadows Lane
Sherman, Texas 75092
(972) 900-2338

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2010.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JOEY WOMBLE

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____

ATTEST:

OWNER:
LYNN WOMBLE

BY: _____
LINDA ASHBY
CITY CLERK

BY: _____
NAME: _____

APPROVED AS TO FORM:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Joey Womble**, 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 express.

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2010 A.D.

Notary Public

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2010 A.D.

Notary Public

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Joey & Lynn Womble

Mailing Address: 2320 Meadows Sherman, TX 75092

Telephone Number: 972 900 2338

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1511 N Brents Sherman, TX 75090

Summary Legal Description: Lot: 3 Block: 31 Addition: College Park 2nd

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

Improvements:

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

Estimated Value of Improvements: \$67,940

Estimated Date of Start of Construction: 3.5.10

Estimated Date of Completion of Project: 4.30.10

Description of Project: 4 bedroom/2 bath residential

Applicant(s): Joey Womble Date: 3.5.10
Lynn Womble

232399

Bill N Brents

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF GRAYSON *

KNOW ALL MEN BY THESE PRESENTS:

That the **KIGHT FAMILY LIMITED PARTNERSHIP #1, a Texas Limited Partnership**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged herein, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **JOEY WOMBLE and LYNN WOMBLE**, the following described real property in Grayson County, Texas, to-wit:

BEING Lot Three (3), in Block Thirty-One (31), of COLLEGE PARK SECOND ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 88, Page 534, Deed Records, Grayson County, Texas.

SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, Grantees' heirs, executors, administrators and assigns forever, and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, Grantees' heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 1st day of March, 2010.

**KIGHT FAMILY LIMITED
PARTNERSHIP #1, a Texas
Limited Partnership**

BY: David E. Kight
DAVID E. KIGHT, General Partner

GRANTEES' MAILING ADDRESS:

Joey Womble and Lynn Womble
2320 Meadows Lane
Sherman, TX 75092

ACKNOWLEDGMENT

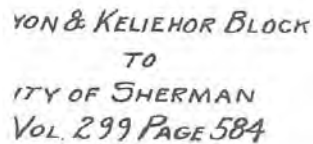
STATE OF TEXAS *

COUNTY OF GRAYSON *

This instrument was acknowledged before me on the 1st day of March,
2010, by **DAVID E. KIGHT**, in the capacity of **General Partner** for the **KIGHT**
FAMILY LIMITED PARTNERSHIP #1, a Texas **Limited Partnership**, on its behalf
and in the capacity therein stated.



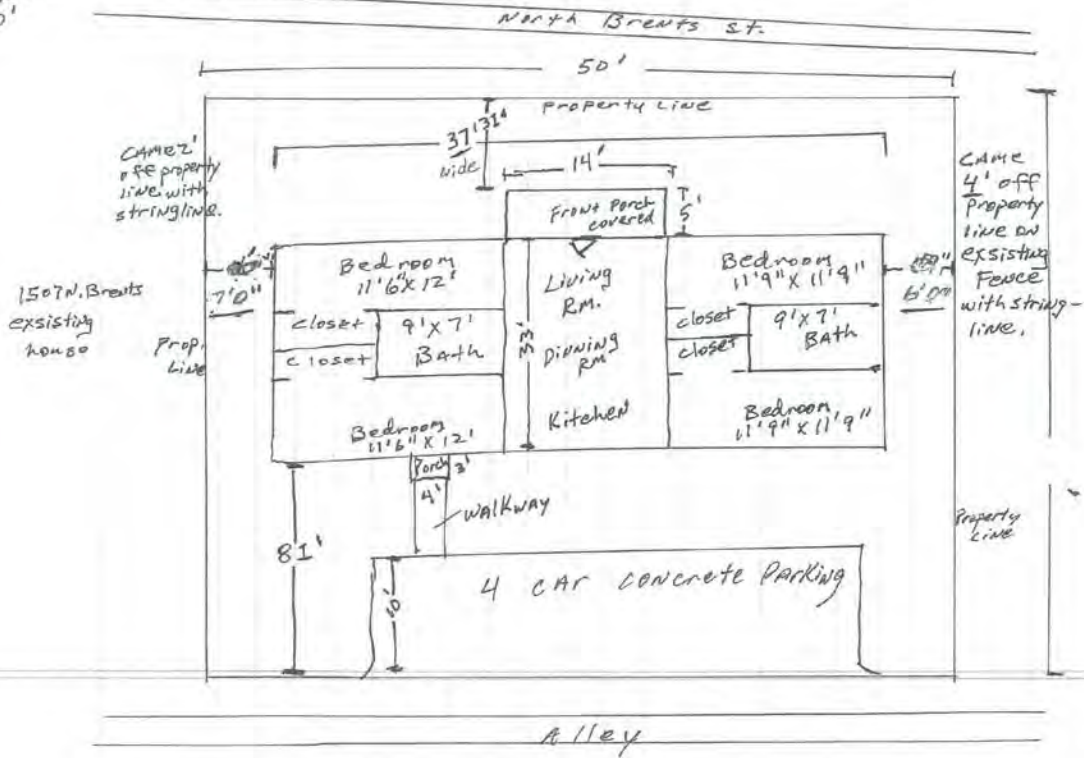
Jamie L. Griffin
Notary Public, State of Texas



Legal:
 Lot 3 BK3 College Park second
 edition, city of Sherman

Site Plan 8 1/2" x 11" scale
 For 1507 N. Brewts St. Sherman, TX.

50' x lot
 120'



1511 N. Brents



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 100253

SUBCONTRACTOR: JOE L/LYNN WOMBLE JR.
DATE ISSUED: 2/24/2010

PROJECT ADDRESS: 1511 N BRENTS AVE
PARCEL ID: S021 205605101
SUBDIVISION: COLLEGE PARK 2ND

LOT #: 3
BLK #: 31
ZONE ORD:

ISSUED TO: JOE L/LYNN WOMBLE JR.
ADDRESS: 2320 MEADOWS LN
CITY, ST ZIP: SHERMAN TX 75092-3001
PHONE:

CONTRACTOR: DAVID KIGHT
ADDRESS: 860 BROWN RD
CITY, ST ZIP: SHERMAN TX 750902720
PHONE: 903-821-8828

PROP USE: RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 1,221.00
BEDROOMS: 4

VALUATION: \$ 67,940.00
OCCP TYPE: RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

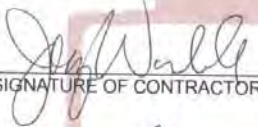
FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

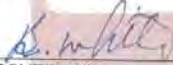
NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/16/10
DATE


(APPROVED BY)

2/26/10
DATE



City of Sherman, Texas
Engineering Department

1511 N. Brents





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. C.10

*** RESOLUTION NO. 5482**

**Authorizing Execution of a Deed for the Resale of a Tract of Land
at 520 West Jones Street, Seized for Delinquent Taxes**

Issue

The attached resolution authorizes Grayson County to sell a tract of land at 520 West Jones Street due to unpaid property taxes.

Background

Grayson County is the owner of the property at 520 West Jones Street, as trustee for all taxing entities involved. The Grayson County Tax-Assessor and Collector has received an offer of \$1,240.00 for the property and is seeking the City Council's approval for the sale. The staff has reviewed the location of the property and determined that it has no foreseeable use for City purposes. Therefore, the staff is recommending that this property be sold.

Origination

John Ramsey, Assessor and Collector of Taxes for Grayson County

Financial Consideration

The proceeds of the sale would be applied to the cost of the sale and the delinquent taxes, with the City of Sherman receiving its pro-rated share. The sale would also return the property to the tax rolls.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

The City Council could deny the resolution.

Attachments

Resolution No. 5482

Letter and attachments from Tax Assessor-Collector John Ramsey

Photo of Property

Location Map

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5482

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEED FOR THE RESALE OF A TRACT OF LAND AT 520 WEST JONES STREET, SEIZED FOR DELINQUENT TAXES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, one tract of real property located at 520 West Jones Street has been struck-off/sold to Grayson County, Grayson County College, City of Sherman and Sherman Independent School District for delinquent taxes; and

WHEREAS, Grayson County, Grayson County College, City of Sherman, and Sherman Independent School District desire to sell this property and thereby place it back on the tax rolls; and

WHEREAS, Grayson County has received an offer to purchase the tract as described in the attached documentation; and

WHEREAS, the City of Sherman wishes to accept the offer on the property by the individual for the sum listed; and

WHEREAS, the City of Sherman believes the sale of this property for the price listed is in the best interest of the City; and

WHEREAS, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code;

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

SECTION 1. That the tract of property described in the attached documentation is available for sale free of all tax liens held by the City of Sherman and may be sold for any offer accepted by Grayson County, Grayson County College, City of Sherman, and Sherman Independent School District.

SECTION 2. That the Mayor, as the presiding officer of the City of Sherman, is hereby authorized, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute any deed or deeds on behalf of the City of Sherman necessary to complete the sale of said property in conformance with this resolution and without further approval by this governing body.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



OFFICE OF

JOHN W. RAMSEY

ASSESSOR AND COLLECTOR OF TAXES
GRAYSON COUNTY

COURTHOUSE
100 W. HOUSTON • SUITE 11
P.O. BOX 2107
SHERMAN, TEXAS 75091-2107

(903) 892-TAXS (8297)
(903) 893-VOTE (8683)
(903) 813-4225 (AUTO)
FAX: (903) 893-4973

TO: Judge Drue Bynum, Grayson County, Commissioner Johnny Waldrip, Pct. 1, Commissioner David Whitlock, Pct. 2, Commissioner Jackie Crisp, Pct. 3, Commissioner Gene Short, Pct. 4

Mr. Giles Brown, Vice President Business Services, Grayson County College

Mr. Robby Hefton, Assistant City Manager, City of Sherman

Mr. Bruce Barnett, Assistant Superintendent of Business and Finance Services, Sherman ISD

Dr. Kyle Collier, Pottsboro Independent School District

FROM: John Ramsey

DATE: March 23, 2010

SUBJECT: Quote 1. Property # 026A6552353 (R105947) Simmons Shores, Lot 880 & 881, Clayton Dr, Simmons Shores
Quote 2. Property # S041 0056172 (R163402) G-0056 Blagg Samuel A-G0056, 43 x 140 43 x 140, 520 W Jones, Sherman

I recently received the enclosed offer to purchase property that was previously struck-off to Grayson County as trustee for all taxing entities involved. The enclosed documentation provides the description of the properties and appraisal district values. The property is presently exempt from taxes while owned by the taxing entities.

Please consider the offer from David Couch of \$1,500 on Quote 1 and \$1,240 on Quote 2. A sale of the property would place it back on the tax rolls.

Sincerely,

John Ramsey
Assessor and Collector of Taxes

JR:kb

encl

Bid Proposal for Property

#1240

Property I.O: 5041-0056172

Address: 520 W Jones / Sherman, Tx

Original owner: Itasca Coleman EST/Tract 3

Legal Description: .138 AC ± SAM BLAKE SURVEY, ABSTRACT #56

Yes, I would like to purchase the above property for

#1,240 — one hundred forty dollars

Thank You

David Couch
2729 S. Fanning
Denton, Tx 75020
903-821-~~7628~~
7628

start
02465523E3 Real
S041-0056172 Real
Inbox - Microsoft Out...
Nancy Friesen Sept 10...
1:45 PM

S041-0056172 Real
File View Tools Centers Help

ORION

- Collections Home
- Property
 - Add a Property
 - Find a Property
 - Property History
- Party
 - Add a Party
 - Find a Party
 - Related Party Groups
- Fees & Finances
 - Find an Account
 - Sign On to a Till
 - Take a Misc. Payment
 - Find a Receipt
 - Find a Check
 - Manage Bills
 - Manage Deposits
 - Check Printing Queue
 - Group Disbursements
 - Export History
- Activities
 - Quick Post
 - List Manager
- Forms & Documents
- Reporting
- Administration
 - View Job Queue
 - View Job History
 - View Job Schedule

Forms
Calculate
Apply
Save
Exit

S041-0056172 Real

Appraisal
Collections

*
Edit
Prop Fees
PrePayments
Summary
General
Ownership
Exemptions
Assessments
Appraisal
>>

R163402
Legal: G-0056 BLAGG SAMUEL A-80056 143 X 140
Owner: COLEMAN ITASCA ESTATE(00171013)
Tax Year: 2009
As Of: 12/09/2009

General Information
Prev
Next

Mailing Address

Taxing Units

Property Value

Assessment Values

Images

NSHD
Total Acres: N/A
Exemptions
Map ID

Print Appraisal Card

Owner: COLEMAN ITASCA ESTATE
Address: UNKNOWN

SSH: Sherman School
CSH: Sherman City
JRC: Grayson College
GRA: Grayson County

Value Method: N/A
Land Value: N/A
Building Value: N/A
Final Value: N/A

Improvement HS: \$0
Improvement NHS: \$0
Land HS: \$0
Land NHS: \$4,756
HS Cap Adjust: \$0
Ag Market: \$0
Ag Use: \$0
Timber Market: \$0
Timber Use: \$0
Late Ag Loss: \$0
Total Market: \$4,756
Total Assessed: \$4,756

No Images Exist

Court cost due
STRUCK OFF TO COUNTY

Legacy ID R163402

3/22/2010 1:45pm
Messages

Monday, Mar 22, 2010 01:45 PM

520 West Jones Street





City of Sherman, Texas
Engineering Department

520 W Jones





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

**Solid Waste Site Transfer Station Paving Improvements, Phase IV;
Lynn Vessels Construction, LLC; \$1,325.00, Increase**

Issue

Change Order No. 1 is a final closeout change order to adjust the contract amount for the City of Sherman's Phase IV Solid Waste Paving Project.

Background

The Phase IV Solid Waste Concrete Paving project is a planned project in the Capital Improvement Program (CIP) budget. The problem encountered was caused by the exceptionally wet weather in February and the deteriorated condition of an adjoining asphalt parking area which caused the base material and asphalt on the adjoining parking area to fail. As a result it was necessary for the contractor to place additional asphalt adjacent to the new concrete to provide for a proper transition from the concrete to the old asphalt parking area.

Origination

Department of Public Works

Financial Consideration

The change order results in a net increase of \$1,325.00 to the original contract amount of \$46,971.61, yielding a total final construction contract price of \$48,296.61. The total construction cost for this project, including this increase and the engineering fee, is \$53,296.61. The approved CIP project budget is \$60,000.00.

Staff Recommendation

It is recommended that the City Council approve this proposed change order.

Alternatives

Those as may be directed by the City Council

Attachments

Recommendation from Teague, Nall, and Perkins
Change Order Request – Lynn Vessels Construction, LLC
Location Map

Prepared by:

Don Keene, Exec. Director of Planning/Public Works

Approved by:

George Olson, City Manager

ITP **TEAGUE NALL AND PERKINS**

Civil Engineering | Surveying | Landscape Architecture | Planning

March 8, 2010

Jeff Miller
Director of Public Works
City of Sherman
P O Box 1106
Sherman, TX 75091

RE: TRANSFER STATION PAVING IMPROVEMENTS ~ PHASE IV
Change Order #1
TNP Job No: SHN 09297

Dear Jeff,

Please note the attached Change Order request from Lynn Vessels Construction for the Transfer Station Paving Improvements project. After visiting with the both the contractor and the inspector we understand that additional asphalt was needed in order to provide a smooth grade transition onto the existing pavement located on the north side of the site.



We understand that the personnel at the Solid Waste Department have indicated some concerns over the long term sustainability of the HMAC that was placed. It should be noted that this additional work still falls under the warranty portion of the original contract which states that the contractor is responsible to replace or repair defective workmanship within 10 days after receiving written notice from the Owner or Engineer.

This issue has been discussed with the Contractor and will be reiterated during the final inspection and noted on the Substantial Completion documents.

Therefore we recommend approval of this change order in the amount of \$1,325 as requested.

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

Sincerely,

TEAGUE NALL AND PERKINS INC.

Chris Schmitt, P.E.

Enclosure (1 – Change Order from Lynn Vessels Construction)

Cc: TNP file
Lynn Vessels Construction, via e-mail
Tim Cline, via e-mail

LYNN VESSELS CONSTRUCTION, LLC

P.O. Box 1212
Sherman, TX 75091

March 05, 2010

Teague, Nall & Perkins
200 N. Travis, Ste 500
Sherman, Texas 75090

Attn: Chris Schmitt

AUTHORIZATION FOR ADDITIONAL WORK OR CHANGE ORDER

Re: City of Sherman, Solid Waste Transfer Station Parking Lot Phase IV

DESCRIPTION OF WORK OR CHANGE:

Due to inconsistent elevations and the pour asphalt conditions at the above referenced project, we could not pour the new concrete paving to the existing asphalt. To correct this would need to add extra asphalt to make the transition smooth.

LUMP SUM TOTAL FOR EXTRA WORK : \$ 1,325.00

APPROVED BY:

SIGNATURE _____

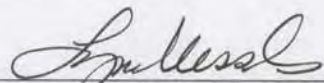
Owner / Engineer

date

SIGNATURE _____

Lynn Vessels Construction, LLC

date

 3-5-2010

Phone (903) 893-4300 Fax (903) 893-4310
lynnvessels@earthlink.net



City of Sherman, Texas
Engineering Department

Location Map
**SOLID WASTE TRANSFER STATION
PARKING LOT**



0 35 70 140 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. D.2

OTHER BUSINESS

**Receive Sherman Chamber of Commerce President Traci Carlson's Presentation
on "My Chamber App"**

Issue

Chamber President Traci Carlson will make a brief presentation on "My Chamber App."

Origination

Chamber President Traci Carlson

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

Request of March 29, 2010

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



Sherman Chamber of Commerce
To serve, protect and promote our members

George Olson
City Manager, City of Sherman

March 29, 2010

George

I would like to request to be added to the April 5, 2010 City Council agenda to present a brief presentation on the new "My Chamber App". The presentation will be no longer than 10 minutes in length and will not require any action on the part of the council.

Regards,

Traci Carlson
President, Sherman Chamber of Commerce

www.ShermanChamber.com

Sherman Chamber of Commerce
PO Box 1029/307 W. Washington
Sherman, Texas 75091
(903) 893-1184



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

Subject: Agenda Item No. D.3

OTHER BUSINESS

Recognizing the Greater Texoma Utility Authority Board of Directors and Others of Importance

Issue

Recognition of the Greater Texoma Utility Authority (GTUA) Board Members and others for their invaluable efforts in securing a long-term water supply for area cities and water providers

Origination

Mayor Bill Magers

Jerry Chapman, GTUA General Manager

Financial Consideration

There is no financial impact for this agenda item.

Council Action Requested

Recognize the GTUA Board Members for their part in securing this invaluable commodity.

Alternatives

None recommended

Attachments

Mr. Chapman's letter of March 31, 2010

Prepared and Approved by:
George Olson, City Manager



GREATER TEXOMA UTILITY AUTHORITY

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

March 31, 2010

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

RE: Recognition of Greater Texoma Utility Authority Board members

Dear George:

Mayor Bill Magers has requested the members of the Board of Directors of the Greater Texoma Utility Authority to be present at the City Council meeting on Monday, April 5th. Mayor Magers indicated he would like to express the City's appreciation to the Board members and others who were instrumental in securing long-term water storage in Lake Texoma for the Texoma water users. The Greater Texoma Utility Authority Board Members include:

President Don Skelton, appointed by the City of Denison
Vice President Bill Johnson, appointed by the City of Sherman
Secretary-Treasurer George Rowland, appointed by the City of Sherman
Mark Kuneman appointed by the City of Denison
Everett Grantham, appointed by the City of Denison
David Sprowl, appointed by the City of Sherman
Clyde Yeatts, appointed by the City of Gainesville
Duane Hayes, appointed by the City of Anna, and
Paul Kirley, appointed by the Authority's member cities.

Sincerely,

Jerry W. Chapman
General Manager

JWC:cc



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-5-2010

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: 4-5-2010

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: 4-5-2010

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: 4-5-2010

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: 4-5-2010

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2010													
CITY COUNCIL MEETINGS													
JANUARY							JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2					1	2	3
3	4	5	6	7	8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	29	30	31
31													
FEBRUARY							AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28							29	30	31				
MARCH							SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		
APRIL							OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	29	30
							31						
MAY							NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1							
2	3	4	5	6	7	8		1	2	3	4	5	6
9	10	11	12	13	14	15	7	8	9	10	11	12	13
16	17	18	19	20	21	22	14	15	16	17	18	19	20
23	24	25	26	27	28	29	21	22	23	24	25	26	27
30	31						28	29	30				
JUNE							DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5				1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30				26	27	28	29	30	31	

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