CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 19, 2007
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 JOE N. SMITH

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 5, 2007

Proclamation

A.5 PROCLAMATION
"Red River Funtier Days" – March 29-31, 2007

Consent Agenda

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

Resolutions

C.1 RESOLUTION NO. 4978
Recognizing that the Portion of the Highway Named F.M. 1417, from Old Luella Road to F.M. 691, will also be known as Heritage Parkway

C.2 ** RESOLUTION NO. 4979*
Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

C.3 ** RESOLUTION NO. 4980*
Authorizing the Continued Participation with the Atmos Cities Steering Committee and Authorizing the Payment of 10 Cents Per Capita to the Atmos Cities Steering Committee to Fund Regulatory and Related Activities Related to Atmos Energy Corporation

_C.4_ _* RESOLUTION NO. 4981_

Authorizing the Continued Participation with the Steering Committee of Cities Served By TXU and Authorizing the Payment of 10 Cents Per Capita to the Steering Committee to Fund Regulatory and Related Activities Related to TXU Electric Delivery

C.5 RESOLUTION NO. 4982

Awarding a Bid to and Authorizing a Contract with Great American Sweeping, Inc. for Street Sweeping Services

_C.6_ _* RESOLUTION NO. 4983_

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Belden Street Water Main Replacement Project

_C.7_ _* RESOLUTION NO. 4984_

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Oak Hill Water Main Replacement Project

_C.8_ _* RESOLUTION NO. 4985_

Approving Greater Texoma Utility Authority to enter into a Contract with Teague Nall & Perkins for the Engineering Services on the Ross Avenue Sewer Line Replacement Project

_C.9_ _* RESOLUTION NO. 4986_

Approving Greater Texoma Utility Authority to enter into a Contract with Morris Engineers for Engineering Services and Underwood Drafting and Surveying, Inc. for Surveying Services on the Hillcrest Drive Water Main Replacement Project

_C.10_ _* RESOLUTION NO. 4987_

Authorizing the Purchase of Two Truck Chassis with Utility Bodies through the Houston-Galveston Area Council of Governments (H-GAC) for the Distribution Services Department

_C.11_ _* RESOLUTION NO. 4988_

Authorizing the Execution of an Agreement with Habitat for Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 512 North Maple Street

_C.12_ _* RESOLUTION NO. 4989_

Awarding a Bid to and Authorizing Execution of a Contract with Diebold Election Systems, Inc. for the Rental of Voting System Machines

Other Business

D.1 OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Vice Chairman Joe Fallon, Jr. and SEDCO President John Boswell

D.2 OTHER BUSINESS
Receive Quarterly Report from Tourism Director Shawnda Rains

D.3 OTHER BUSINESS
Accept Annual Audit Report for Year Ended September 30, 2006 from Davis, Kinard & Co., P.C.

D.4 OTHER BUSINESS
Discussion of the NAACP's Continuing Use of the City's Kerr-East Building

D.5 OTHER BUSINESS
Discussion of the Keep Sherman Beautiful Commission

D.6 CITIZEN REQUESTS

D.7 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Library Board (1)

D.9 COUNCIL COMMENTS

Executive Session

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

Section 551.071 — Consultation with the City Attorney Concerning Legal Matters or Contemplated Litigation

Section 551.074 — Personnel Matters:
(a) Discuss Process to Select a Permanent City Manager
(b) Discuss Salary Adjustment for the Acting City Manager

Section 551.074 — Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:
(a) Historical Preservation Board (2)

The Council reconvenes into General Session

F.1 OPEN MEETING

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

F.2 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

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:** 3-19-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER JOE N. SMITH

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE REGULAR CITY COUNCIL MEETING OF MARCH 5, 2007

STATE OF TEXAS §

March 5, 2007

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 5, 2007.

MEMBERS PRESENT:	**MAYOR BILL MAGERS; DEPUTY MAYOR TERRENCE STEELE. COUNCIL MEMBERS ADAMI, HUGHES, MARKL, SMITH, WACKER.**
MEMBERS ABSENT:	**NONE.**

CALL TO ORDER

CALL TO ORDER

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

Mayor Magers welcomed George Olson, Director of Community Services and Maintenance, to the dais. Mr. Olson has been appointed Acting City Manager, effective March 21, 2007.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Called Meetings of February 19, 2007, February 20, 2007, and February 28, 2007. Council Member Markl moved to approve the Minutes as presented; Second by Deputy Mayor Steele. All present voted AYE.
MOTION CARRIED.

RESOLUTIONS

RESOLUTION NO. 4972 – AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT (SISD) FOR A BUS LOOP

RES 4972
SISD BUS LOOP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT (SISD) FOR A BUS LOOP.

Representatives from the Sherman Independent School District asked that Resolution 4972 be moved to the beginning of the agenda so they can attend another meeting.

Doreen McGookey, City Attorney, explained that the bus loop will help relieve traffic at the new Henry Sory Elementary School on Binkley Park Drive. The bus loop will be over City property and the lease allows them to use this property.

Chuck Edwards, SISD Director of Maintenance, explained that bond funds cannot be spent on property that the School District does not own or lease long term.

ACTION TAKEN.

Motion by Council Member Markl to approve Resolution 4972, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Adami, Markl, Hughes, Smith, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5447
MOBILE FOOD VENDORS

Mayor Magers introduced Ordinance 5447 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 8, ENTITLED "ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS, CERTIFICATES OF ZONING COMPLIANCE, TEMPORARY USE PERMITS, AND SPECIFIC USE PERMITS," SUBSECTION (4), TO ADD A SUBSECTION FOR REQUIREMENTS FOR MOBILE FOOD VENDORS. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5447.

ORD 5448
STOP SIGNS

Mayor Magers introduced Ordinance 5448 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF BRENTS AVENUE AND LEWIS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN. PROVIDING FOR A PENALTY PROVISION. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5448.

ORD 5449
SUP FOR
AUTO SALES

Mayor Magers introduced Ordinance 5449 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO BJH, INC. AND GROVER TUGGLE (OWNERS) TO ALLOW AUTOMOBILE SALES AND REPAIR IN A C-1 (RETAIL BUSINESS) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT AT 1804 U.S. HIGHWAY 75 NORTH AND 1917 NORTH TRAVIS. 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.

No citizens appeared before the City Council to discuss Ordinance 5449.

Mayor Magers introduced Ordinance 5450 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO BOB UTTER (OWNER), T-MOBILE (DEVELOPER), AND RE-ZONING, INC. (AGENT) TO ALLOW A TELECOMMUNICATION TOWER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT AT 2525 TEXOMA PARKWAY. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED $2,000.

ORD 5450
SUP FOR
TELECOMMUNICATION
TOWER

No citizens appeared before the City Council to discuss Ordinance 5450.

Mayor Magers introduced Ordinance 5451 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO SHAFER PLAZA XX LTD (OWNER), DEAN GILBERT JR. (REPRESENTATIVE), TO ALLOW PATIO HOMES IN AN SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT IN THE 2400 BLOCK OF WEST LAMBERTH ROAD. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED $2,000.

ORD 5451
SUP FOR
PATIO HOMES

No citizens appeared before the City Council to discuss Ordinance 5451.

Mayor Magers introduced Ordinance 5452 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT IN THE O-1.1 (1417 OVERLAY) DISTRICT IN THE 2200-2800 BLOCKS OF F.M. 1417 NORTH AND THE 2300-2400 BLOCKS OF WEST LAMBERTH ROAD. PROVIDING FOR A REPEALER.

ORD 5452
ZONE CHANGE
(2200-2800 BLOCKS
OF FM 1417 NORTH &
2300-2400 BLOCKS
OF W. LAMBERTH)

No citizens appeared before the City Council to discuss Ordinance 5452.

Mayor Magers introduced Ordinance 5453 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT

ORD 5453
ZONE CHANGE
(2200-2800 BLOCKS
OF FM 1417 NORTH &
2300-2400 BLOCKS
OF W. LAMBERTH)

IN THE 2200-2800 BLOCKS OF F.M. 1417 NORTH AND THE 2300-2400 BLOCKS OF WEST LAMBERTH ROAD. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5453.

Mayor Magers introduced Ordinance 5454 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE M-1 (LIGHT MANUFACTURING) DISTRICT AT 1024 SOUTH FIRST STREET. PROVIDING FOR A REPALER.

ORD 5454
ZONE CHANGE
(1024 S. FIRST)

No citizens appeared before the City Council to discuss Ordinance 5454.

Mayor Magers introduced Ordinance 5455 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT IN THE 500 BLOCK OF EAST GRAHAM DRIVE. PROVIDING FOR A REPEALER.

ORD 5455
ZONE CHANGE
(500 BLOCK OF
E. GRAHAM)

No citizens appeared before the City Council to discuss Ordinance 5455.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE
PUBLIC HEARING

<u>ADOPTION OF ORDINANCES</u>
Ordinance 5447
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 8, ENTITLED "ADMINISTRATION AND ENFORCEMENT; BUILDING PERMITS, CERTIFICATES OF ZONING COMPLIANCE, TEMPORARY USE PERMITS, AND SPECIFIC USE PERMITS," SUBSECTION (4), TO ADD A SUBSECTION FOR REQUIREMENTS FOR MOBILE FOOD VENDORS. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

ORD 5447
MOBILE FOOD
VENDORS

Council Member Hughes asked that Item #8, stating that mobile food vendors shall be located within 50 feet of an entrance of a primary building that holds the Certificate of Occupancy, be removed from the Ordinance. He felt that there were several businesses in town that have been in their location for years, but are farther than 50 feet from the building entrance.

ACTION TAKEN.

Motion by Council Member Hughes to approve Ordinance No. 5447, striking Item #8 stating that "mobile food vendors shall be located within 50 feet of an entrance of a primary building that holds the Certificate of Occupancy." Second by Deputy Mayor Steele.

VOTING AYE: Adami, Markl, Hughes, Smith, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 5448

ORD 5448
STOP SIGNS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF BRENTS AVENUE AND LEWIS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN. PROVIDING FOR A PENALTY PROVISION. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

Ordinance 5449

ORD 5449
SUP FOR
AUTO SALES

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 BJH, INC. AND GROVER TUGGLE (OWNERS) TO ALLOW AUTOMOBILE SALES AND REPAIR IN A C-1 (RETAIL BUSINESS) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT AT 1804 U.S. HIGHWAY 75 NORTH AND 1917 NORTH TRAVIS. 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.

Ordinance 5450

ORD 5450
SUP FOR
TELECOMMUNICATION
TOWER

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 BOB UTTER (OWNER), T-MOBILE (DEVELOPER), AND RE-ZONING, INC. (AGENT) TO ALLOW A TELECOMMUNICATION TOWER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT AT 2525 TEXOMA PARKWAY. 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.

Ordinance 5451

ORD 5451
SUP FOR
PATIO HOMES

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 SHAFER PLAZA XX LTD (OWNER), DEAN GILBERT JR. (REPRESENTATIVE), TO ALLOW PATIO HOMES IN AN SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT IN THE 2400 BLOCK OF WEST LAMBERTH ROAD.

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.

Ordinance 5452
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT IN THE O-1.1 (1417 OVERLAY) DISTRICT IN THE 2200-2800 BLOCKS OF F.M. 1417 NORTH AND THE 2300-2400 BLOCKS OF WEST LAMBERTH ROAD. PROVIDING FOR A REPEALER.

ORD 5452
ZONE CHANGE
(2200-2800 BLOCKS OF FM 1417 NORTH & 2300-2400 BLOCKS OF W. LAMBERTH)

Ordinance 5453
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT IN THE 2200-2800 BLOCKS OF F.M. 1417 NORTH AND THE 2300-2400 BLOCKS OF WEST LAMBERTH ROAD. PROVIDING FOR A REPEALER.

ORD 5453
ZONE CHANGE
(2200-2800 BLOCKS OF FM 1417 NORTH & 2300-2400 BLOCKS OF W. LAMBERTH)

Ordinance 5454
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE M-1 (LIGHT MANUFACTURING) DISTRICT AT 1024 SOUTH FIRST STREET. PROVIDING FOR A REPALER.

ORD 5454
ZONE CHANGE
(1024 S. FIRST)

Council Member Adami asked for clarification on Ordinance 5454. Giles Brown, Acting City Manager, explained that the zone change is located on South First Street in an area that is actually zoned residential. The change would be to light manufacturing which fits with the surrounding development. Council Member Wacker verified that there is also M-2 zoning adjacent to the area.

Ordinance 5455
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT IN THE 500 BLOCK OF EAST GRAHAM DRIVE. PROVIDING FOR A REPEALER.

ORD 5455
ZONE CHANGE
(500 BLOCK OF E. GRAHAM)

ACTION TAKEN.
Motion by Council Member Smith to approve Ordinance Nos. 5448, 5449, 5450, 5451, 5452, 5453, 5454, and 5455, as presented. Second by Council Member Markl.
VOTING AYE: Adami, Markl, Hughes, Smith, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Markl asked to remove Item D12 entitled "Final Plat Approval of the Barton-Vestal Addition; Ron Barton, Owner (929 South Montgomery Street)" and Item D13 entitled "Final Plat Approval of the Barton-Zelaya Addition; Ron Barton, Owner (422 South Montgomery Street)" from the Consent Agenda for consideration in its regular order of business.

Council Member Hughes moved to approve the Consent Agenda, with the exception of Item D12 and Item D13, which will be considered in their regular order of business. Second by Deputy Mayor Steele. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 4973 – AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL)

RES 4973
TEX POOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL).
CONSENT AGENDA.

RESOLUTION NO. 4974 – AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH WELLS FARGO BROKERAGE SERVICES, LLC

RES 4974
WELLS FARGO BROKERAGE SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH WELLS FARGO BROKERAGE SERVICES, LLC. CONSENT AGENDA.

RESOLUTION NO. 4975 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1105 NORTH BRANCH STREET

RES 4975
RESIDENTIAL TAX ABATEMENT
(1105 N. BRANCH)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1105 NORTH BRANCH STREET.

RESOLUTION NO. 4976 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AT 1205 NORTH THROCKMORTON STREET

RES 4976
RESIDENTIAL TAX ABATEMENT
(1205 N. THROCKMORTON)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE

ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCITON OF A NEW SINGLE-FAMILY RESIDENCE AT 1205 NORTH THROCKMORTON STREET.

<u>FINAL PLAT APPROVAL OF THE BARTON-VESTAL ADDITION; RON BARTON, OWNER (929 SOUTH MONTGOMERY STREET)</u>

APPROVE FINAL PLAT BARTON-VESTAL ADDITION

Council Member Markl asked to remove Item D12 from the Consent Agenda for consideration in its regular order of business.

The City Council considered the Final Plat of the Barton-Vestal Addition, located at 929 South Montgomery, at the northeast corner of South Montgomery and Spring Streets.

The owner, Ron Barton, would like to plat the property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.

<u>FINAL PLAT APPROVAL OF THE BARTON-ZELAYA ADDITION; RON BARTON, OWNER (422 SOUTH MONTGOMERY STREET)</u>

APPROVE FINAL PLAT BARTON-ZELAYA ADDITION

Council Member Markl asked to remove Item D13 from the Consent Agenda for consideration in its regular order of business.

The City Council considered the Final Plat of the Barton-Zelaya Addition, located at 422 South Montgomery, between Cherry and King streets.

The owner, Ron Barton, would like to plat the property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.

Mayor Magers recommended that Resolution Nos. 4975 and 4976 as well as Item D12 and Item D13 be considered with one motion.

ACTION TAKEN.

> **Motion by Deputy Mayor Steele to approve Resolution Nos. 4975 and 4976, and Items D12 and D13, concerning the Final Plat approval of the Barton-Vestal Addition at 929 South Montgomery and the Barton-Zelaya Addition at 422 South Montgomery, as presented. Second by Council Member Wacker.**

VOTING AYE: Adami, Hughes, Smith, Steele, Wacker.
VOTING NAY: None.
ABSTAIN: Markl.
MOTION CARRIED.

<u>REQUEST TO ADVERTISE</u>
<u>SOLICIT PROPOSALS FOR THE CONSTRUCTION OF T-HANGARS AT THE SHERMAN MUNICIPAL AIRPORT</u>

REQ TO ADVERTISE AIRPORT T-HANGARS

Council Member Markl said he would prefer that the City build the T-hangars instead of a private developer, however any hangars were better than no hangars.

ACTION TAKEN.

Motion by Council Member Markl to approve the request to advertise for proposals for the construction of T-hangars at the Sherman Municipal Airport, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Adami, Markl, Hughes, Smith, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

SEAL COAT PROJECT

SEAL COAT COVER STONE AND EMULSIFIED ASPHALT OIL

The City Council approved a request to advertise for bids for street seal coat stone and emulsified asphalt oil. Annually the City evaluates and ranks all City streets to determine their need for maintenance and determines a priority list of streets to be seal coated.

Each year the goal is to seal coat 25 to 30 miles of streets depending on material costs and the annual Budget.
CONSENT AGENDA.

CHANGE ORDER NORTHWEST SHERMAN WATER REPLACEMENT

CHANGE ORDER NO. 1
JERRY PAUL HIGGINS, LTD.; NORTHWEST SHERMAN WATER REPLACEMENT, PHASE II; $423.00 DECREASE

The City Council approved Change Order No. 1 to Jerry Paul Higgins, Ltd. to adjust the final contract amount for Phase II of the Northwest Sherman Water Replacement Project.

Construction of the project resulted in $360 in increases and $783 in deductions resulting in a net decrease of $423. The original contract amount was $86,426.80, and the final contract amount with adjustments was $86,003.80.
CONSENT AGENDA.

BIOSOLIDS PROJECT

SLUDGE TECHNOLOGY, INC.; 2006 BIOSOLIDS PROJECT; $22,851.00 DECREASE

The City Council approved Change Order No. 1 to Sludge Technology, Inc. as a final reconciliatory change order to adjust the final contract amount on the 2006 Biosolids Project.

The amount of biosolids processed resulted in a decrease of the estimated biosolids processing and associated lime quantities, which were slightly offset by an increase in biosolids spreading costs.

The change order resulted in a net decrease of $22,851 to the original contract amount of $203,500, yhielding a final contract price of $180,649.
CONSENT AGENDA.

OTHER BUSINESS

CONSIDER APPROVING THE EMPLOYMENT OF KAREN TRACY OF THE LAW OFFICES OF KAREN J. TRACY FOR LEGAL ISSUES RELATED TO EMPLOYMENT MATTERS

HIRE LAW FIRM FOR EMPLOYEMENT MATTERS

Mayor Magers verified that the hourly rate for Ms. Tracy is $150 and she is a Dallas attorney. He asked if there are any local attorneys that could provide the same service.

Ms. McGookey explained that the legal issues are highly specialized and related to employment issues. She said she is familiar with Ms. Tracy's work and is unfamiliar with the work of local attorneys. She said she would talk with any local attorneys that the Council felt might be qualified to handle the issues.

Mayor Magers urged the staff to use local attorneys whenever possible. Council Member Smith agreed that there are local attorneys available that can handle any case.

Mayor Magers asked how much time Ms. McGookey expected would be spent on the issues. She said it was an extensive issue of reviewing the current Civil Service Commission rules and some policy issues with the Police and Fire Departments. She expected the review might take up to ten hours.

Mayor Magers asked that in the future, the staff would work first to find someone local to provide the service.

ACTION TAKEN.

> **Motion by Council Member Markl to approve the employment of Karen Tracy of the Law Offices of Karen J. Tracy for legal issues related to employment matters, as presented. Second by Council Member Smith.**

VOTING AYE: Adami, Markl, Hughes, Smith, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF THE 82.75 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAYS 82 AND 289 AND DIRECTING THE DEPARTMENT OF DEVELOPMENTAL SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION SCHEDULE (US 82 AND SH 289)

The City Council approved the schedule for annexation of the property at the intersection of U.S. Highways 82 and 289 in the City's extra territorial jurisdiction.

Jim Stabler, representing United Commercial Development, has requested annexation to develop the property for a commercial retail development.
CONSENT AGENDA.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF THE 102.12 ACRES OF LAND ON LESLIE LANE AND DIRECTING THE DEPARTMENT OF DEVELOPMENTAL SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION SCHEDULE (LESLIE LANE)

The City Council approved the schedule for annexation of the property on Leslie Lane in the City's extra territorial jurisdiction.

E.C. Green, representing Leslie Lane LLC, has requested annexation to develop the property for a residential subdivision.
CONSENT AGENDA.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF THE 18.46 ACRES OF LAND KNOWN AS THE FRIENDSHIP RANCH ON FRIENDSHIP ROAD AND DIRECTING THE DEPARTMENT OF DEVELOPMENTAL SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION SCHEDULE (FRIENDSHIP RANCH)

The City Council approved the schedule for annexation of the property on Friendship Road in the City's extra territorial jurisdiction.

Nat McClure, representing Friendship Ranch Joint Venture, has requested annexation to develop the property for a gated rural subdivision.

Mayor Magers verified that the City is not currently serving this property with water or sewer service.
CONSENT AGENDA.

RECEIVE FAIRVIEW POOL UPDATE FROM PARKS AND RECREATION ADMINISTRATOR BEN USELTON AND STAFF

FAIRVIEW POOL

Ben Uselton, Parks and Recreation Administrator, updated the City Council on construction at Fairview Swimming Pool. The company is making good progress on construction and he showed slides of the construction and the water features that will be added.

The pool will have a zero entry and will feature slides, a current channel, a therapeutic seating area, tumble buckets, and a half meter diving board.

Mr. Uselton said the project is on schedule and the pool should open on time in late May 2007.

He introduced Theresa Hutchinson, Recreation Coordinator, and Jason Deets, Recreation Specialist/Aquatics, to outline the programs and costs associated with the new facility, which will be called "The Splash."

Mrs. Hutchinson explained that the pool hours have been expanded by 17 hours each week and the facility will be open Monday, Tuesday, Thursday, and Friday from 12 noon to 8 p.m.; on Wednesday from 12 noon to 6 p.m.; on Saturday from 10 a.m. to 6 p.m.; and on Sunday from 1 p.m. to 6 p.m. Entrance costs for persons up to 15 years is $3; for 16 years and older is $4; and for children under 5 years old, one may enter free with each paying adult.

The City will offer a season pool pass this year at a cost of $50 per individual for Sherman residents or $75 per two family members and $10 for each additional person for Sherman residents. Non residents must pay $75 and $100 respectively for the pool pass. The $10 charge for each additional family member over the allowed two, also applies to non residents. A 10 visit pass will be offered for $20 per Sherman resident and $30 per non resident.

The facility can be rented after hours on Wednesday, Saturday, and Sunday at a cost of $200 for Sherman residents and $300 for non residents. The rental is for two hours and does include lifeguards.

A party cabana is also available for a two hour rental during normal pool hours at a cost of $20 for Sherman residents and $30 for non residents. Regular admission fees still apply.

Mr. Deets outlined programs at the pool including, Learn to Swim, Parent and Tot Swimming, Guard Start, Adult Learn to Swim, Lifeguard Training, Water Safety Instruction, Senior Swim, and Water Aerobics.

An advertising campaign will publicize the use of the pool and will include mailing of a brochure, public service announcements through local media, distribution of flyers through the SISD, and a commercial on CableOne. A ribbon cutting will be planned with the grand opening set for May 26, 2007. There will be several "soft openings" available for season pass holders.

WATER DISTRIBUTION MATERIALS

<u>PRESENTATION BY DEVELOPMENTAL SERVICES DIRECTOR SCOTT SHADDEN REGARDING WATER DISTRIBUTION MATERIALS</u>

Scott Shadden, Director of Developmental Services, briefed the City Council on the use of alternative plumbing materials for water pipe. Currently there are several types of pipe available that are code approved, but not approved by the City of Sherman.

Types of pipe approved by the International Plumbing Code for water distribution inside the house include ABS, asbestos cement, brass, copper, PVC, and CPVC. The International Plumbing Code sets the minimum standards. The City of Sherman has enacted additional codes to limit water distribution pipes to copper.

One of the most widely used pipes today for water distribution is P.E.X. pipe or cross-linked polyethylene pipe which also comes with aluminum inside two layers of polyethylene. These alternatives offer a lower initial cost to the plumber and are less attractive to theft.

The Construction Board of Adjustments and Appeals recently granted a request to install chlorine resistant P.E.X. in a test house. At the present time, Mr. Shadden said the City does not have enough substantiated information to make a recommendation to change the current ordinances.

The staff will monitor installation of the P.E.X. pipe in the test house and complete further research to determine what materials should be recommended for Sherman's ordinance. The City will also adopt the 2006 technical codes later this year.

Mayor Magers asked about the risks involved in using the P.E.X. pipe. Mr. Shadden said research indicates that polyethylene pipe is uniform on the outside, but wall thickness varies with the brand. Therefore the pipe is in non-standard sizes and fittings would not be interchangeable.

Mr. Shadden said there are also reports of chemicals going through the pipe and the decomposition of pipe to allow chemicals to enter the drinking water. Some of the pipe is not chlorine resistant and Sherman treats the drinking water with chlorine.

Mr. Shadden reiterated that it is too early for the staff to make a recommendation however, they will continue to study alternative plumbing materials that would be more cost effective for citizens. He wanted to be sure the material is safe before any recommendations to change the current code are made.

CONSIDER THE DESIGNATION OF A REPRESENTATIVE TO THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION INTERMODAL URBAN TRANSPORTATION PLANNING POLICY BOARD

MPO PLANNING POLICY BOARD

The City Council appointed Jeff Miller, Director of Public Works and Engineering, to serve on the Sherman-Denison Metropolitan Planning Organization (MPO) Intermodal Urban Transportation Planning Policy Board.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF THE BOB UTTER ADDITION; BOB UTTER, OWNER (2525 TEXOMA PARKWAY)

APPROVE FINAL PLAT BOB UTTER ADDITION

The City Council approved the Final Plat of the Bob Utter Addition, located at 2525 Texoma Parkway, at the southeast corner of Texoma Parkway and U.S. Highway 82 East.

The owner, Bob Utter, would like to plat the property into one lot for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

<u>FINAL PLAT APPROVAL OF THE G&T ADDITION; PATCHA CORPORATION, OWNERS (700 BLOCK OF WEST HOUSTON STREET)</u>

APPROVE FINAL PLAT G&T ADDITION

The City Council approved the Final Plat of the G&T Addition, located in the 700 block of West Houston, between Woods Street and the Highway 75 Access Road. Watsonburger, a used car lot, and Hot and Creamy Donuts occupy the property.

The owner, Patcha Corporation, would like to plat the property into three lots so they can sell the most southern lot. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

<u>REPLAT APPROVAL OF LOT 11, BLOCK 1, FOREST GLEN ADDITION; MIKE MINUKHIN, OWNER (2807 WELLINGTON DRIVE)</u>

APPROVAL OF REPLAT (2807 WELLINGTON DR.)

The City Council approved the Replat of Lot 11, Block 1, Forest Glen Addition, located at 2807 Wellington Drive.

The owner, Mike Minukhin, would like to replat the property because the previous homeowner to the east built a fence over the property line in the residential development. The Planning and Zoning Commission recommended approval of the Replat.
CONSENT AGENDA.

<u>REPLAT APPROVAL OF LOT 1A AND LOT 1B, SHERMAN TOWN CENTER, SECTION TWO, BEING A REPLAT OF SHERMAN TOWN CENTER, SECTION TWO, LOT 1 AND LOT 2; NELL GRAHAM, TRUSTEE FOR THE ESTATE OF THE JIMMIE C. GRAHAM TESTAMENTARY TRUST, OWNERS (500 BLOCK OF EAST GRAHAM DRIVE)</u>

APPROVAL OF REPLAT SHERMAN TOWN CENTER

The City Council approved the Replat of Lot 1A and Lot 1B, Sherman Town Center, Section Two, being a Replat of Sherman Town Center, Section Two, Lot 1 and Lot 2, located in the 500 block of East Graham Drive, which is off of Loy Lake Road and U.S. Highway 75 North.

Nell Graham, Trustee for the Estate of the Jimmie C. Graham Testamentary Trust, owners of the property, would like to replat the property into two lots to sell one of the lots for a multi-family residential development for an apartment complex. The other lot will remain in the Graham Estate.

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

<u>REPLAT APPROVAL OF LOTS 1 & 2 OF BENTLEY ADDITION; WOODS STREET GROUP AND BANK, OWNERS (2600 BLOCK OF LOY LAKE ROAD AND MASTERS STREET)</u>

APPROVAL OF REPLAT BENTLEY ADDITON

The City Council approved a Replat of Lots 1 and 2 of the Bentley Addition, located in the 2600 block of Loy Lake Road and Masters Street.

The owners, Woods Street Group and Bank, would like to replat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Replat.
CONSENT AGENDA.

<u>REPLAT APPROVAL OF LOTS 10 AND 12 OF BLOCK 3 OF THE GREENMOUNT ADDITION; JOE P. BETHEL AND KENNETH WAYNE DAY, OWNERS (1201 AND 1205 WEST HOUSTON STREET)</u>

APPROVAL OF REPLAT GREENMOUNT ADDITION

The City Council approved the Replat of Lots 10 and 12, Block 3 of the Greenmount Addition, located at 1201 and 1205 West Houston Street.

The owners, Joe P. Bethel and Kenneth Wayne Day, would like to plat the property into two lots for future development. The Planning and Zoning Commission recommended approval of the Replat.
CONSENT AGENDA.

<u>CITIZENS REQUESTS</u>
<u>SHERMAN MUNICIPAL AIRPORT</u>

MUNICIPAL AIRPORT

Robert Shannon, 1802 Westside Drive, addressed the City Council and asked if the citizens of Sherman really need two airports. Each year the City invests money in the Municipal Airport, but he asked what the City is getting in return for their money.

He added that the Airport is supported by all taxpayers but only about 5% of the citizens actually benefit from its operation. He asked if the Council wanted to continue supporting the Airport.

Mayor Magers said last year no money from the General Fund was paid for the Airport. The Council has made the Airport self-supporting through grants from the Texas Department of Transportation Aviation Division and through income from an oil lease on the property. Tax dollars are not being invested in the Airport. The City's portion of the grants that are received on a 80/20 split are being paid for by revenue generated by the Airport.

He added that the motion passed earlier for T-hangars was to allow private businesses to construct the hangars instead of the City.

Mr. Shannon asked what the City is getting in return and does Sherman need two Airports.

AIR POLLUTION VIOLATIONS

AIR POLLUTION VIOLATIONS

Jim Hall, 1115 FM 131, Denison, addressed the City Council about his concerns about air pollution. On February 28, 2007, KXII-TV presented a report concerning the Rushing Paving Plant that is located on Theresa Drive. He asked what the City Council is doing to help protect citizens from entities that are polluting the environment.

He added that, as of 2004, Rushing Paving has been operating with an expired permit from the Texas Commission on Environmental Quality, the regulatory arm that oversees air quality permits. At the time, investigators found that the company failed to comply with record keeping requirements and they were "shut down." They are allowed to continue operating because they did file their renewal on time.

Currently there is a battle in Pottsboro over where the plant will be located, however the problem also effects Sherman and Denison residents. He added that the plant is outdated, but they have requested a ten year renewal to continue operating the plant.

Mr. Hall asked the City Council to look into the matter and see what can be done to enforce the laws that protect the air quality.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

SPRING CLEAN-UP

SPRING CLEAN-UP

Council Member Hughes reminded citizens that the Spring Clean-up started this week and specific information about the program is available on the City's website or in the Herald Democrat.

FAIRVIEW SWIMMING POOL

FAIRVIEW SWIMMING POOL

Council Member Adami said he enjoyed the presentation on the Fairview Swimming Pool and was looking forward to its opening.

THANKS TO STREET DEPARTMENT FOR SIGN CLEAN-UP

THANKS TO STREET DEPT.

Council Member Wacker thanked the Street Department for the sign clean-up that addressed visual pollution in Downtown Sherman. She added that it makes the City look good.

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

EXECUTIVE SESSION

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

SECTION 551.071 -- **CONSULTATION WITH THE CITY ATTORNEY CONCERNING LEGAL MATTERS OR CONTEMPLATED LITIGATION**

SECTION 551.071 -- **CONSULTATION WITH THE CITY ATTORNEY CONCERNING PENDING LITIGATION: CITY OF SHERMAN, TEXAS v. CREIGHTON LEMOYNE ESCOE, ET AL.; CAUSE NO. 03-0617**

Mayor Magers informed the City Council that there was no information to be presented in the Executive Session.

ADJOURNMENT

ADJOURNMENT
On Motion duly made and carried, the meeting adjourned at 5:54 p.m.

____
MAYOR

____
CITY CLERK

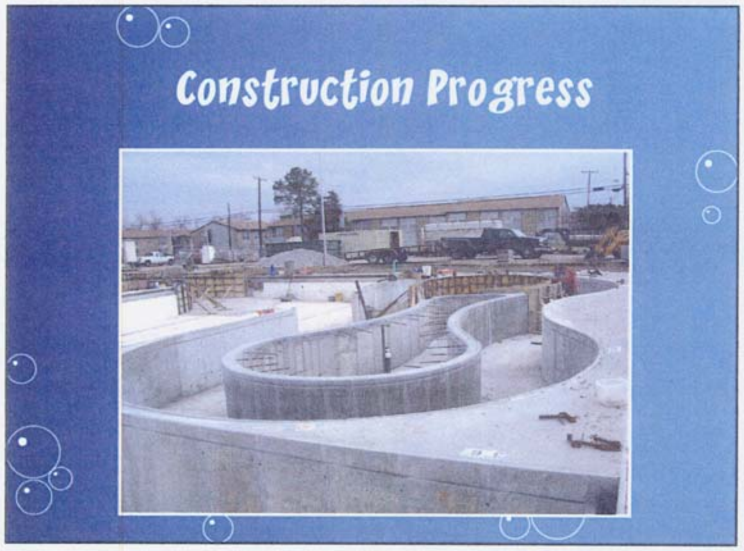
The Splash

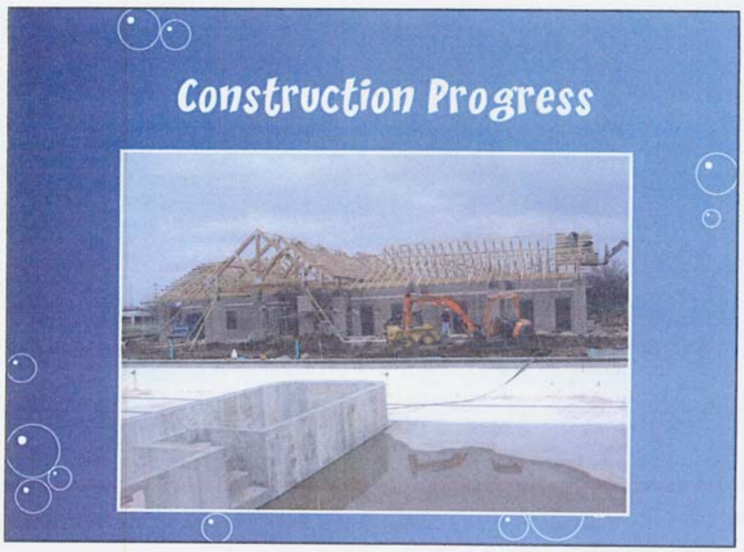
Family Aquatic Center at Fairview

Construction Progress

Construction Progress

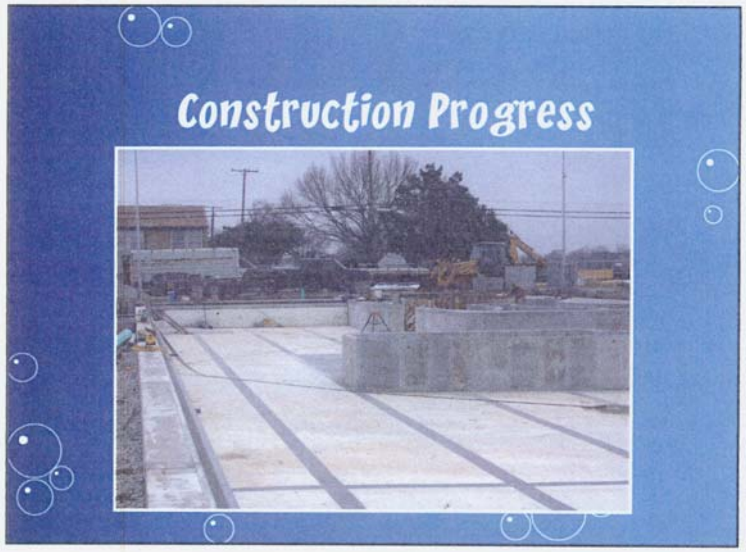
Construction Progress


Construction Progress


Construction Progress

Construction Progress

Construction Progress


Construction Progress


Construction Progress

The Splash

- Slides

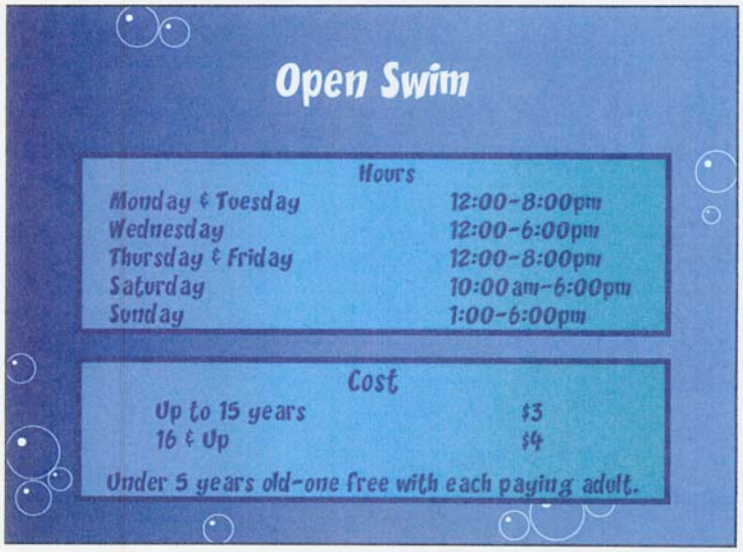
The Splash

- Current Channel

The Splash

- Zero Depth Entry

Open Swim


Open Swim
Hours
Monday & Tuesday 12:00-8:00pm
Wednesday 12:00-6:00pm
Thursday & Friday 12:00-8:00pm
Saturday 10:00am-6:00pm
Sunday 1:00-6:00pm
Cost
Up to 15 years $3
16 & Up $4
Under 5 years old-one free with each paying adult.


Passes
The Splash
Season Pass
2007
Jason Deets
Age 10
903-892-7221
20070001
The Splash
10X Pass
2007
1 2 3 4 5 6 7 8 9 10

Passes

	Cost	
Individual	$50/resident	$75/non-resident
Family	$75/resident	$100/non-resident
10X	$20/resident	$30/non-resident

Rentals

Rentals

Times	
Wednesday	7:00-9:00pm
Saturday & Sunday	6:00-8:00pm

Cost	
$200/resident	$300/non-resident

Party Cabana

Party Cabana

Cost	
$20/resident	$30/non-resident

Resident Discount

Resident Discount

Discounts	
Season Passes	$25 discount
10X Pass	$10 discount
Rentals	$100 discount
Party Cabana	$10 discount

Programs

Programs

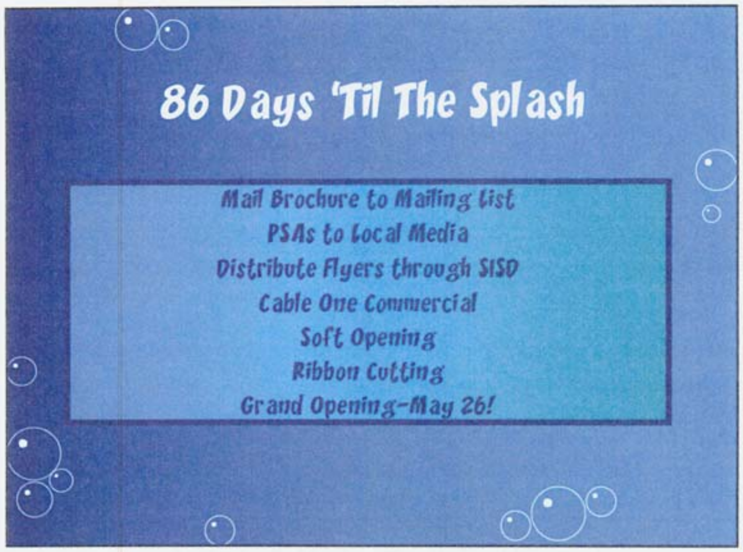
Learn to Swim Program
Parent & Tot Swimming
Guard Start
Adult Learn to Swim
Lifeguard Training
Water Safety Instructor
Senior Swim
Water Aerobics

Staffing

Staffing

Currently Accepting Applications
Orientation & Training

86 Days 'Til The Splash


86 Days 'Til The Splash
Mail Brochure to Mailing List
PSAs to Local Media
Distribute Flyers through SISD
Cable One Commercial
Soft Opening
Ribbon Cutting
Grand Opening-May 26!


The Splash
Family Aquatic Center
at Fairview
Coming Soon!

The Splash

Open Swim Hours

Monday & Tuesday	12:00-8:00pm
Wednesday	12:00-6:00pm
Thursday & Friday	12:00-8:00pm
Saturday	10:00am-6:00pm
Sunday	1:00-6:00pm

Rentals Available

Wednesday	7:00-9:00pm
Saturday & Sunday	6:00-8:00pm

Open Swim Daily Fees

Up to 15 years	$3
16 & Up	$4

Under 5 years-one free per each paying adult.

Season Passes

Individual	$50/resident	$75 non-resident
Family	$75/resident	$100 non-resident
10X	$20/resident	$30/non-residnt

Rentals

$200/resident $300/non-resident

Party Cabana

$20/resident $30/non-resident

Group Rates

Group Rates are available for groups of ten or more. The group rate is only available by contacting the Parks and Recreation Office at 903-892-7344 Monday-Friday 8:00am-5:00pm. Arrangements must be made at least 48 hours in advance and are subject to availability.

Resident Discounts

Residents of the City of Sherman will be offered a discount rate for passes and rentals. A resident is defined as one who either resides, or owns real estate within the City of Sherman. In order to receive the resident discount, please bring proof of residency when purchasing passes or reserving The Splash or the Party Cabana.

City of Sherman
Parks and Recreation
PO Box 1106
Sherman, TX 75091

Sherman Parks and Recreation

The Splash
Family Aquatic Center at Fairview

903-892-7307

903-892-7344

Introduction

Are the winter blues already setting in? Can't wait to catch some sun while spending quality time with the family? Well, hold on to your mittens because The Splash- Family Aquatic Center at Fairview is coming to meet all of your family aquatic fun needs. The Splash will take over Sherman this summer in a frenzy of fun! What is The Splash you ask? The Splash is a 323,000 gallon family aquatic center filled with lots of fun, interactive features that will keep the whole family entertained for hours on end. There will be two waterslidės, one open-flume and one closed-flume. There will be a drop slide and a half-meter diving board. There will be a 120 foot current channel and basketball goals. And for the little ones, there will be a zero-depth, beach style entrance with spray features and a toddler slide. There is also five lap lanes for those of you who are interested in the physical fitness of swimming. There is an ample amount of shade available to allow swimmers and non-swimmers to take a break from the hot sun. The new bathhouse will feature new dressing areas, showers, family restrooms, locker facilities, and a new concession stand. So we hope you and your family will spend the summer with us, at The Splash!

Passes

Pool passes are available for purchase at the Parks and Recreation office located at the Sherman Youth Center at 407 W. Washington. Individual and Family passes are good for the entire summer. Pass holders will be presented with a photo id that must be presented for admission to The Splash. We are also offering a 10X pass. This pass allows you entrance into The Splash 10 times during the 2007 summer. This pass is transferable. Pass holders will be given a punch card that must be presented for admission to The Splash. The punch card will be punched once per admission. All passes will go on sale April 2, 2007.

Private Rentals

The Splash is available for private rentals Wednesdays 7:00-9:00pm and Saturdays and Sundays 6:00-8:00pm. The cost of each rental is $200/residents and $300/non-residents. This fee includes the cost of the lifeguards to supervise and maintain a safe environment. Reservations for rentals must be made at the Parks and Recreation Office at least 14 days in advance. No reservations will be taken prior to May 1.

Party Cabana

The Party Cabana is a covered pavilion with two ten-foot picnic tables. It is available for all your party needs during regular pool hours. The cost of $20/residents or $30/non-residents includes exclusive use of the Party Cabana for two hours. Fee does **not** include admission into The Splash. For reservations, you must contact the Parks and Recreation Office at least 48 hours in advance.

Learn to Swim Program

Sherman Parks and Recreation offers the largest and most economical Learn to Swim Program in the area. Each class meets for 45 minutes Monday-Thursday for two weeks. If a class is cancelled due to weather, classes will be made up on Friday. Registration for Learn to Swim closes ten days prior to the start of each session. Please refer to the schedule for class times and dates. Class size is limited, so register early. Registration will be accepted at the Parks and Recreation Office beginning April 2, 2007. Participants may only register for one session at a time. The cost of each class is only $20.

Session 1 June 18-28		Session 2 July 9-19		Session 3 July 23-Aug 2	
8:30am	Level 3	8:30am	Level 1	8:30am	Level 1
	Level 4		Level 2		Level 2
	Level 5		Level 3		Level 4
9:30am	Level 1	9:30am	Level 1	9:30am	Level 1
	Level 2		Level 2		Level 3
	Level 3				Level 5
10:30am	Level 1	10:30am	Level 1	10:30am	Level 1
	Level 2		Level 4		Level 2
	Level 3		Level 5		Level 3
6:00pm	Level 1	6:00pm	Level 2	6:00pm	Level 1
	Level 2		Level 3		Level 4

Parent & Tot Swimming

Children ages 6 months through 3 years learn basic swim instruction with the aid of at least one parent. Instruction will focus on water adjustment, comfort in the water, and lots of fun. Parents will learn basic water safety. Classes meet Monday-Thursday. If a class is cancelled, the class will be made up on Friday. Space is limited, so don't hesitate. Register at the Parks and Recreation Office at the Sherman Youth Center at 407 W. Washington beginning April 2, 2007.

Sessions:	June 4-7	6:00-6:45pm
	June 11-14	6:00-6:45pm
	June 18-21	6:00-6:45pm
	June 25-28	6:00-6:45pm
	July 9-12	9:30-10:15am
	July 16-19	9:30-10:15am

Cost: $10

Adult Learn to Swim

Learn to swim in a comfortable atmosphere with other adults. This class is for beginner and intermediate swimmers and will cover floating, rhythmic breathing, and crawl stroke. Register at the Parks and Recreation Office at the Sherman Youth Center at 407 W. Washington.

Dates:	Tuesdays & Thursdays July 10-Aug 2
Time:	7:00-7:45pm
Cost:	$20

Guard Start

Guard Start is a program designed to guide youth (11-14 years old) to the American Red Cross Lifeguarding Program by building a foundation of knowledge, attitudes and skills for future lifeguards. Participants will get training and experience in swimming, leadership, and rescue skills including CPR and first aid. Guard Start participants will be involved in classroom activities, fitness and swimming skills development, in-water personal and community water safety skills, lifeguarding and rescue techniques, and exercises designed to develop leadership skills and team work. Participants must demonstrate the ability to swim 25 yards, tread water for 1 minute and submerge and swim 10 feet underwater. Register at the Parks and Recreation Office at the Sherman Youth Center at 407 W. Washington.

Dates:	Tuesdays & Thursdays June 5-28, 2007
Time:	7:00-9:00pm
Cost:	$40
Deadline:	May 30, 2007

Employment Opportunities

Are you at least 15 years old and tired of sitting at home all summer with no money? If so, then do something about it! Apply for a job at The Splash—Family Aquatic Center at Fairview. Besides being fun, working at The Splash can be a rewarding experience that will prepare you for your future endeavors. We have lead lifeguard, lifeguard, cashier and concession positions available, so what are you waiting for? Applications can be picked up at the Parks and Recreation Office at the Sherman Youth Center at 407 W. Washington. Don't wait until summer to get certified as a lifeguard. Classes will be offered throughout the spring. For more information on certification, please call 903-892-7344.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. A.5

PROCLAMATION
"Red River Funtier Days" – March 29-31, 2007

Issue
To present a proclamation designating March 29-31, 2007 as "Red River Funtier Days"

Background
The Sherman Tourism Department is hosting the Second Annual Red River Funtier Days to coincide with the annual Grayson County Livestock Show and the Rodeo at Loy Lake Park. The event will be held from March 29th through March 31st.

Origination
The request for this proclamation originated with the City Manager's Department.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming "Red River Funtier Days."

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Red River Funtier Days" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
Giles Brown, Acting City Manager

SHERMAN

Proclamation

WHEREAS, the Sherman Department of Tourism is hosting the Second Annual Red River Funtier Days to coincide with the Annual Grayson County Livestock Show and the Rodeo at Loy Lake Park, and

WHEREAS, the event will begin on Thursday, March 29, 2007 and run through Saturday, March 31, 2007, and

WHEREAS, events include The Rhinestone Ball at Kelly Square with prime rib dinner, dancing and music by Julie Johnson on Thursday, March 29, PRCA Rodeo at Loy Lake Park on Friday and Saturday evenings, Funtier Day Celebration on Saturday, March 31 on the Courthouse Lawn with vendors, cowboy camp, chuckwagon cooking, entertainment and living history demonstration.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim March 29 through March 31, 2007

RED RIVER FUNTIER DAYS

in the City of Sherman, and encourage all citizens to participate in the Red River Funtier Days events and to welcome visitors to Sherman and the surrounding area.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 19th day of March, 2007.

____
Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager Date: 3-19-2007

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 4979

Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

C.3 * RESOLUTION NO. 4980

Authorizing the Continued Participation with the Atmos Cities Steering Committee and Authorizing the Payment of 10 Cents Per Capita to the Atmos Cities Steering Committee to Fund Regulatory and Related Activities Related to Atmos Energy Corporation

C.4 * RESOLUTION NO. 4981

Authorizing the Continued Participation with the Steering Committee of Cities Served By TXU and Authorizing the Payment of 10 Cents Per Capita to the Steering Committee to Fund Regulatory and Related Activities Related to TXU Electric Delivery

C.6 * RESOLUTION NO. 4983

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Belden Street Water Main Replacement Project

C.7 * RESOLUTION NO. 4984

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Oak Hill Water Main Replacement Project

C.8 * RESOLUTION NO. 4985

Approving Greater Texoma Utility Authority to enter into a Contract with Teague Nall & Perkins for the Engineering Services on the Ross Avenue Sewer Line Replacement Project

C.9 * RESOLUTION NO. 4986

Approving Greater Texoma Utility Authority to enter into a Contract with Morris Engineers for Engineering Services and Underwood Drafting and Surveying, Inc. for Surveying Services on the Hillcrest Drive Water Main Replacement Project

C.10 **** RESOLUTION NO. 4987***
Authorizing the Purchase of Two Truck Chassis with Utility Bodies through the Houston-Galveston Area Council of Governments (H-GAC) for the Distribution Services Department

C.11 **** RESOLUTION NO. 4988***
Authorizing the Execution of an Agreement with Habitat for Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 512 North Maple Street

C.12 **** RESOLUTION NO. 4989***
Awarding a Bid to and Authorizing Execution of a Contract with Diebold Election Systems, Inc. for the Rental of Voting System Machines

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.1

RESOLUTION NO. 4978
Recognizing that the Portion of the Highway Named F.M. 1417, from Old Luella Road to F.M. 691, will also be known as Heritage Parkway

Issue
To consider a proposed name change of F.M. 1417, from F.M. 691 to Old Luella Road, to Heritage Parkway

Background
The City has received several requests from local business owners asking that the name of F.M. 1417 be changed to Heritage Parkway. The Texas Department of Transportation has indicated that the highway name can be changed if the City will replace the street signs (at the City's cost). The Postal Service has indicated that their computer system has the ability to deliver mail to addresses with either name

Origination
Various businesses and developers

Financial Consideration
The cost to change all street signs on F.M. 1417, between F.M. 691 and Old Luella Road, is approximately $4,000.00, including labor and materials.

Staff Recommendation
It is recommended that the City Council approve renaming F.M. 1417, between F.M. 691 and Old Luella Road, to Heritage Parkway.

Alternatives
The street name could remain F.M. 1417.

Attachments
Resolution No. 4978
Letters of request for consideration
Location Map (Exhibit "A")

Prepared by:
Jeff Miller, Public Works/Engineering Director

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4978

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THAT THE PORTION OF THE HIGHWAY NAMED F.M. 1417, FROM OLD LUELLA ROAD TO F.M. 691, WILL ALSO BE KNOWN AS HERITAGE PARKWAY; 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 from and after the effective date of this resolution, the highway known as F.M. 1417, from Old Luella Road to F.M. 691, will also be recognized as Heritage Parkway, the location of which is shown on the attached Exhibit "A".

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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

Nat McClure
1528 Crescent Drive
Sherman, TX 75092
903.891.7373

November 5, 2006

The Honorable Bill Magers
City of Sherman
Sherman, TX 75092

Dear Bill:

Our great city has experienced tremendous changes over the last few years. We have seen large corporations continue to choose us as their home. We have seen retail explosion, which makes it convenient for our families to shop Sherman first. SISD has broken ground for new schools to accommodate growth while continuing to offer a quality education. Unemployment is at all time low and we are beginning to see evidence of residential development. It is a great time to live in Sherman!

With those thoughts in mind I hope we look for ways to embrace change, yet remember our heritage. To honor our past community leaders and commemorate our city's rich history, I respectfully recommend we change the name of FM 1417 to Heritage Parkway. Doing so will honor those who tirelessly worked to make Sherman a better place for us and add a little "snap" to a road that is quickly becoming a major thoroughfare.

Thanks for your consideration and service.

Respectfully,
Nat McClure

Walt DeRonde

From: "Walt DeRonde" <deronte1124@msn.com>
To: <billmagers@ci.sherman.tx.us>
Sent: Tuesday, January 30, 2007 12:29 PM
Subject: Proposed Name change on FM 1417 to Heritage Parkway

1600 Shady Oaks Place
Corinth, Texas 76210-2811

January 30, 2007

Mayor Bill Magers
City of Sherman
4 Timbercreek
Sherman, Texas 75092

Dear Sir:

I presently own 200 acres of land adjacent to the Pebbebrook Addition on FM 1417. This land has over 3000 ' of frontage on FM 1417. Through Artisan Development Company, we have added over 200 new homeowners to the City of Sherman with plans to add many more homes as well as commercial development.

FM 1417 symbolizes a farm to market road and the past. This road represents one of the "Gateways to Sherman" and its future. A name change to "Heritage Parkway" would honor the past but also open the door to the future. It has a positive connotation for all. Please count me as a supporter of this effort.

Very truly yours,
Walt DeRonde
Walt DeRonde

You replied on 2/18/2007 5:40 PM.

Magers, Bill

From:	Jason Sofey [jason@sofeyconstructionanddesign.com]	**Sent:**	Sun 2/18/2007 8:37 AM
To:	Magers, Bill		
Cc:			
Subject:	1417 (Heritage Parkway)		
Attachments:			

Mayor,
I am writing this e-mail in regards to a proposed name change for F.M. 1417. As a property owner in the 1417 overlay district and a lifelong Sherman resident, I feel it would be in the best interest of the city and future economic growth to change the name of Hwy 1417. I support the proposed name of Heritage Parkway (or any other appropriate suggestions) over the existing name of Farm to Market Road 1417. Hwy 1417 has the potential to be a primary retail and office center and I no longer feel that Farm to Market Road applies to the use of the road. I feel we should follow the lead of other name changes within our own city and other name changes in the metroplex to further promote economic growth.(i.e. Texoma Parkway, Sam Rayburn, and Preston Road to the South).

Sincerely,
Jason Sofey

Dean Gilbert
REALTORS

www.deangilbert.com

February 21, 2007

Mayor Bill Magers
#4 Timbercreek
Sherman, Texas 75092

Re: FM Hwy 1417; Proposed name change

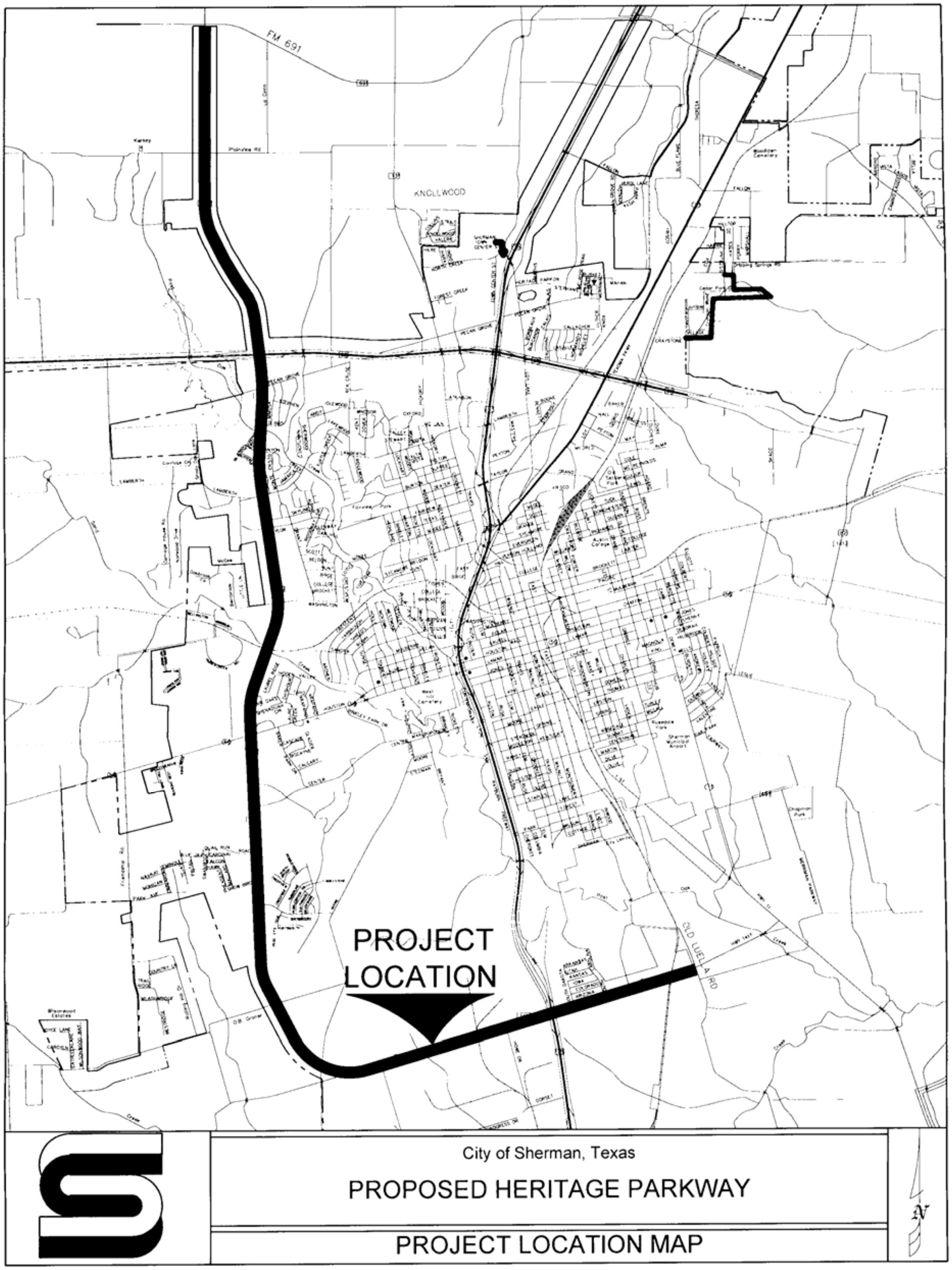
Dear Bill:

Just a short note to communicate that I would support the idea of a name change for FM Hwy 1417. As developer of Washington Place Addition and my intention of completing O'Hanlon Ranch, my opinion is that a city street name of Heritage Parkway would be appropriate. With development occurring along this path in West Sherman, my opinion is that the road will eventually become more of an interior thoroughfare with a decreased speed limit.

Best regards,

Dean Gilbert, Jr.

Exhibit "A"


FM 691
KNOLLWOOD
PROJECT LOCATION
OLD LUELLA RD
City of Sherman, Texas
PROPOSED HERITAGE PARKWAY
PROJECT LOCATION MAP
N

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C2

**** RESOLUTION NO. 4979***

Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

Issue
This resolution shows the intent of the City Council to participate in residential tax abatements in a targeted area within the city.

Background
Every two years, the City of Sherman is required to pass such a resolution in order to keep this program active. The goal of the program is to spur re-development in the older sections of the community. Building within this area uses existing streets, water mains and sewer mains, rather than extending them on the outskirts of the city. It also tends to minimize the area that must be covered by police officers, street maintenance crews, and other City employees. This resolution modifies the program to only allow abatements for properties designed for single-family uses.

The City Council granted fourteen residential tax abatements in calendar year 2004, 27 residential tax abatements in calendar year 2005, 50 residential tax abatements in calendar year 2006, and twelve residential tax abatements to date in calendar year 2007.

Origination
Director of Finance

Financial Consideration
There is no direct cost to approving this resolution. Costs would vary as residential tax abatements are actually granted. Since calendar year 2004, abatements have been granted on new construction and improvements with an estimated value of $7,961,900 for a total of approximately $31,850 in abated taxes. This was partially off-set by $7,725 in application fees.

Staff Recommendation
The staff recommends approval of this resolution.

Alternatives
The City Council could revise the terms of the abatements that are granted, or it could discontinue the program completely.

Attachments
Resolution No. 4979
Map of Residential Tax Abatement Zone

Prepared by:
Keith Dagen, Director of Finance

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4979

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Sherman, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes as authorized by Chapter 312 of the Texas Property Tax Code; and

WHEREAS, the Code requires the City of Sherman, Texas, to establish guidelines and create criteria for the designation of reinvestment zones and the entering into Residential Tax Abatement Agreements;

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

SECTION 1. That the City of Sherman, Texas, declares it is eligible for and intends to participate in a Residential Tax Abatement Program.

SECTION 2. That the City of Sherman, Texas, hereby adopts the following Guidelines and Criteria for Tax Abatement for use in its Residential Tax Abatement Program:

CITY OF SHERMAN
RESIDENTIAL TAX ABATEMENT GUIDELINES AND CRITERIA

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to an expansion of its tax base, an increase to its population, the promotion of development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will offer residential tax abatement as a stimulus for economic development in Sherman. The policy of the City of Sherman is to make residential tax abatement available to new structures and to the modernization of existing structures. Likewise, residential tax abatement is intended for residential structures built upon vacant lots within existing subdivisions as well as within new subdivisions of the City. It is the policy of the City of Sherman that such tax abatement will be provided in accordance with the procedures and criteria outlined in this document and as permitted by State statute. The guidelines and criteria herein adopted shall expire two (2) years from and after adoption. The provisions herein are severable, and if any provision or requirement of these guidelines or criteria is declared or found to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions, since the City Council would have adopted these guidelines and criteria without the incorporation of the portions found to be invalid.

DEFINITION OF TERMS

Act — means the Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement — means a contractual agreement between a property owner and the City of Sherman for the purposes of tax abatement.

Applicant — means an owner of real property who requests tax abatement in accordance with these guidelines.

Base Year Value — means the assessed value of eligible property on January 1 preceding the date of execution of the agreement.

Economic Life — means the number of years a property improvement is expected to be in service.

Modernization — means the replacement, expansion and upgrading of residential improvements for purposes of reconditioning, refurbishing or expanding.

New Structure — means residential improvements made to a property previously undeveloped which is placed into use by means other than or in conjunction with expansion or modernization.

Reinvestment Zone — means a contiguous geographic area in the jurisdiction of the municipality in which tax abatements may be granted to promote residential development or redevelopment if the governing body determines that residential development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Residential Improvements — means the construction of residential building(s), and all the appurtenances thereto, single-family in purpose, and includes modernization and new structures. This does not include duplexes or multi-family structures.

Total Facility — means all buildings and structures along with the appurtenances thereto.

ELIGIBILITY

All residentially zoned property is eligible for designation as a Reinvestment Zone. A new structure or modernization of a structure anywhere within the corporate limits of a value in excess of $15,000.00 may receive abatement. As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the City of Sherman and the property owner. Abatement will be granted for residential improvements only.

Eligible Property — Abatement will be extended to the increased value of real estate, buildings, structures, and site improvements along with the appurtenances thereto for properties which are single-family in purpose. This does not include duplexes or multi-family structures.

Value and Term of Abatement — Upon determination that all requirements for tax abatement have been satisfied by the applicant, the value and terms of the abatement will be for a period of ten (10) years in accordance with the following schedule for the abatement of taxes on the added value above the base year value. Abatement shall be granted effective with the January 1 valuation date immediately following the date of completion of the improvements.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	60%
9	40%
10	20%

CRITERIA

Any request for tax abatement shall be reviewed for completeness. The City staff shall determine whether the application satisfies the guidelines and criteria. Tax abatement shall be based upon an evaluation of the following criteria which each applicant will be requested to address in narrative format:

Fiscal Impact

Addition of real property improvements to the tax rolls.

No utility construction by the City would be required other than routine.

Community Impact

The project is compatible with the City's comprehensive plan.

No adverse environmental impact will be created by the project.

PROCEDURES

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of residential improvements within the City limits of Sherman shall be required to comply with the following procedural guidelines:

1. Preliminary Application Steps

   A. Applicant shall submit an "Application for Tax Abatement" contemporaneously with the application for a building permit, and shall pay a filing fee of $75.00 to cover publication, notice cost, review and processing. If the applicant for the building permit is not the owner of the real estate and does not make application for residential tax abatement on behalf of the owner, the City staff shall notify the owner by certified mail, return receipt requested, that residential tax abatement must be filed with the City within ten (10) business days of receipt of the notice.

   B. If the applicant does not wish to apply for residential tax abatement at the time that the building permit is issued, or if the owner fails to respond to the written notice of availability for residential tax abatement, the opportunity for residential tax abatement is waived. The staff shall prepare forms necessary to reflect the refusal of an applicant to participate and to document the lack of response by the owner to the written notice. The refusal or waiver to participate in residential tax abatement by the owner or applicant shall be binding on subsequent owners of the real property.

   C. The City may request applicant to provide substantiation of economic feasibility of the overall project to assist in determining the long-term benefit to the City.

   D. A complete legal description shall be provided.

   E. Applicant shall complete all forms and information detailed above and submit them to the City of Sherman.

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

   If necessary, applicant will meet with City to discuss details of the application and prepare for presentation of application to the City Council.

3. The application shall include the total capital investment for real property improvements and type of project.

LEGAL DOCUMENTATION PREPARATION

The City will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all associated documentation.

The legal document is to include the following:

1. Estimated value of modernization or new construction to be abated.

2. Percent of value to be abated each year.

3. Commencement date and the termination date of abatement.

4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.

5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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 _________________, 2007.

CITY OF SHERMAN, TEXAS

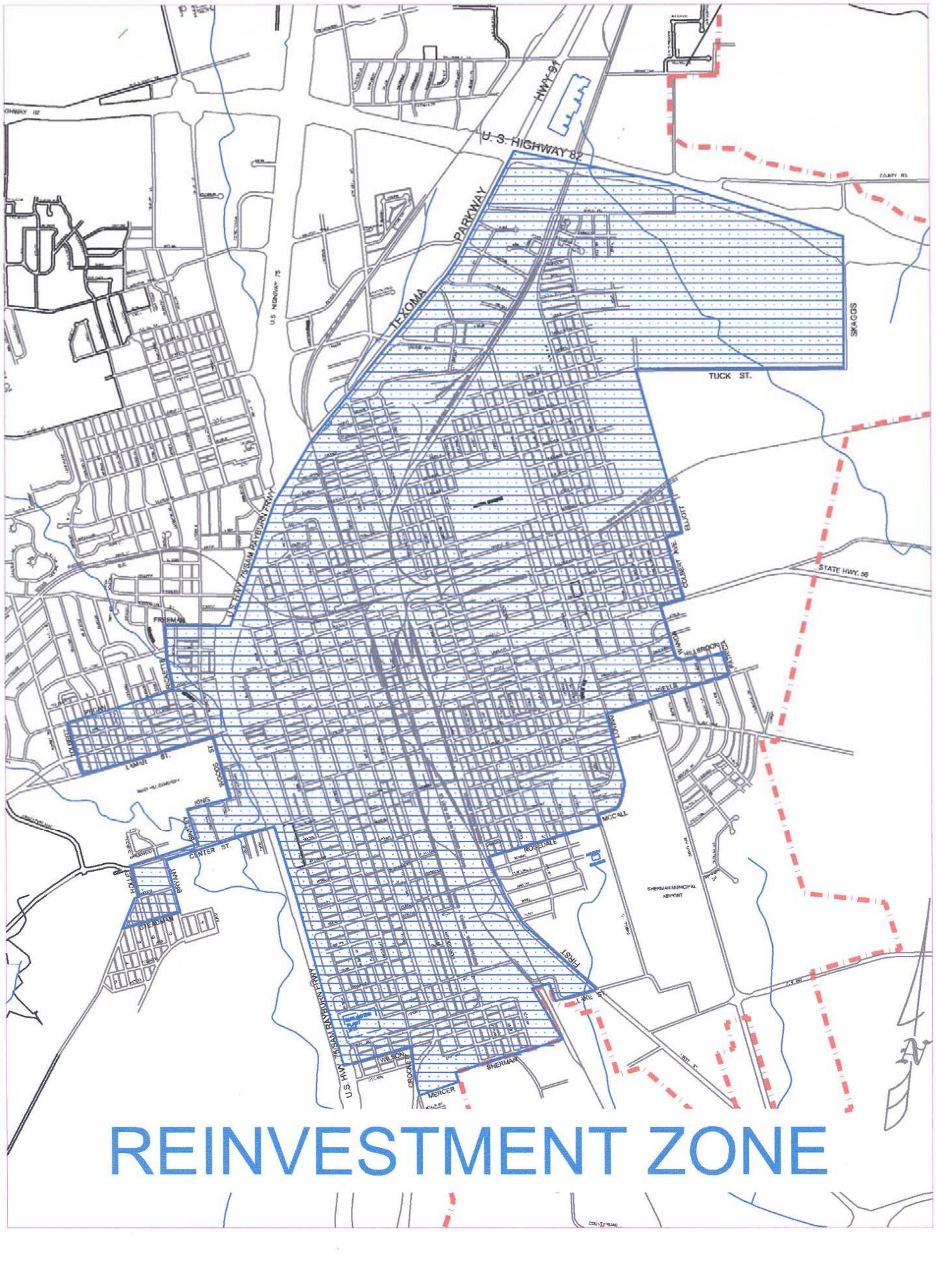
BY: _________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: _________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



REINVESTMENT ZONE

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 4980***

Authorizing the Continued Participation with the Atmos Cities Steering Committee and Authorizing the Payment of 10 Cents Per Capita to the Atmos Cities Steering Committee to Fund Regulatory and Related Activities Related to Atmos Energy Corporation

Issue

This resolution authorizes the continued participation with the Atmos Cities Steering Committee and authorizes the payment of the Committee's annual assessment.

Background

The original Gas Cities Steering Committee was formed several years ago in response to a gas rate filing by Lone Star Gas Company (TXU Gas and Atmos Energy's predecessor). Over the past several years, the gas distribution systems have been consolidated; and the gas company has filed rate cases annually. In 2006, a formal organizational structure was adopted for the Committee, which includes 142 member cities. The City has not received any additional payments through the efforts of the Committee. The Committee's activities have focused on minimizing the impact of rate increases on consumers and increasing transparency in the way that Atmos reports its results and pays franchise fees. The Committee will have authority to act for members, with each member retaining the ability to opt out of any proposed rate case action.

Origination

Director of Finance

Financial Consideration

A participation fee of 10¢ per capita is required ($3,657.80).

Staff Recommendation

The staff recommends the approval of this resolution and authorization of payment.

Alternatives

The City Council could deny this resolution.

Attachments

Resolution No. 4980

Prepared by:
Keith Dagen, Director of Finance

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4980

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; 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 is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Sherman and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION 2. It is further authorized to pay its assessment to the Atmos Cities Steering Committee in the amount of 10¢ per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 3. Directing that a certified copy of this resolution and the approved participation fee payable to "Atmos Cities Steering Committee" be sent to:

Mary Bunkley, Treasurer
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
P.O. Box 90231
Arlington, TX 76004-3231

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 4981***

Authorizing the Continued Participation with the Steering Committee of Cities Served By TXU and Authorizing the Payment of 10 Cents Per Capita to the Steering Committee to Fund Regulatory and Related Activities Related to TXU Electric Delivery

Issue

This resolution authorizes the continued participation with the Steering Committee of Cities Served by TXU and authorizes the payment of the Committee's annual assessment.

Background

Over the past several years, cities have joined together to form the Steering Committee of Cities Served by TXU. The Committee has been the primary public interest advocate for electric utility regulation matters. In 2004, the Committee's activities caused TXU to make settlement payments above and beyond normal franchise payments to member cities. The City has received approximately $325,000.00 to date in additional payments from TXU due to the Committee's efforts. The Steering Committee will have authority to act for members, with each member retaining the ability to opt out of any proposed rate case action.

Origination

Director of Finance

Financial Consideration

A participation fee of 10¢ per capita is required ($3,657.80).

Staff Recommendation

The staff recommends the approval of this resolution and authorization of payment.

Alternatives

The City Council could deny this resolution.

Attachments

Resolution No. 4981

Prepared by:
Keith Dagen, Director of Finance

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY TXU AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO TXU ELECTRIC DELIVERY; 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 is authorized to continue its membership with the Steering Committee of Cities Served by TXU to protect the interests of the City of Sherman and protect the interests of the customers of TXU Electric Delivery residing and conducting business within the City limits.

SECTION 2. It is further authorized to pay its assessment to the Steering Committee in the amount of 10¢ per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 3. Directing that a certified copy of this resolution and the approved participation fee payable to “Steering Committee of Cities Served by TXU” be sent to:

Jay Doegey, TXU Steering Committee Chair
c/o Arlington City Attorney’s Office
Mail Stop 63-0300
P.O. Box 90231
Arlington, TX 76004-3231

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ____________________________________
LINDA ASHBY,
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ____________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.5

RESOLUTION NO. 4982
Awarding a Bid to and Authorizing a Contract with Great American Sweeping, Inc. for Street Sweeping Services

Issue
To consider the award of a one-year contract to Great American Sweeping, Inc. of Denver, Colorado, to provide for city-wide street sweeping services

Background
This past fall, the City of Sherman signed an Interlocal agreement with the City of Plano in order to take advantage of a contract Plano has with Great American Sweeping. Plano's contract was competitively bid and resulted in an excellent unit cost that the company has extended to Sherman, providing for an overall savings to the City for routine street sweeping. To provide additional savings to the City, the Street Department will keep one of its regenerative air sweepers to be able to respond to emergency or short notice sweeping situations such as accidents, parades, or complaints.

Origination
Department of Public Works & Engineering

Financial Consideration
Funds were provided for in the Street Department's FY 2006-2007 budget to privatize City sweeping operations.

Staff Recommendation
Approve a one-year contract with Great American Sweeping and closely evaluate the performance of the company to assure that citizens continue to receive good quality service.

Alternatives
As may be recommended by the City Council

Attachments
Resolution No. 4982
Contract with Great American Sweeping

Prepared by:
Jeffrey Miller, Public Works & Engineering Director

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4982

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GREAT AMERICAN SWEEPING, INC. FOR STREET SWEEPING SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Great American Sweeping, Inc. is hereby awarded the bid for the street sweeping services and that the Acting 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 Great American Sweeping, Inc. for the street sweeping services, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ___________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ___________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CONTRACT BY AND BETWEEN
CITY OF SHERMAN AND GREAT AMERICAN SWEEPING, INC.
FOR STREET SWEEPING SERVICES

THIS CONTRACT is made and entered into by and between **GREAT AMERICAN SWEEPING, INC.,** a Delaware corporation, whose address is 400 West Fork Drive, Arlington, Texas 76012, hereinafter referred to as "**Contractor**", and the **CITY OF SHERMAN,** a municipal corporation of the State of Texas, whose address is 220 W. Mulberry, Sherman, TX 75090, hereinafter referred to as "**City**", to be effective upon approval of the Sherman City Council and subsequent execution of this Contract by the Sherman City Manager or his duly authorized designee.

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

I.
SCOPE OF WORK

Contractor shall provide all labor, supervision, materials and equipment necessary to provide street sweeping services in the City of Sherman. These services shall be provided in accordance with the terms and conditions of the City's specification for street sweeping services, a copy of which is attached hereto and incorporated herein as Exhibit "A" (hereinafter "Specifications"). The Contract consists of this written agreement and the following items which are on file with the City's Purchasing Department and which are incorporated herein by reference:

a) Contract by and between the City of Sherman and Great American Sweeping, Inc.
b) City's Specifications for street sweeping services in the City of Sherman (Exhibit "A");

In the even there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

II.
TERM OF CONTRACT

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by four (4) additional twelve (12 month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

III.
WARRANTY

Contractor warrants and covenants to City that the services to be provided under this Contract by Contractor, Contractor's subcontractors, and agents shall be performed in a skillful and workmanlike manner and shall comply with the specifications for said services set forth in this Contract and the Specifications attached hereto and incorporated herein as Exhibit "A".

IV.
PAYMENT

Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services provided. This is a requirements contract, Contractor shall invoice City for services provided on a unit cost basis in accordance with the Specification. The City's annual expenditures under this Contract shall not exceed the City Council approved budget for these services.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Sherman, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

VI.
LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

VII.
INDEMNIFICATION

Contractor shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licenses, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

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 right is expressly waived by City in writing. 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 City or as a waiver of Contractor's obligation to indemnify 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.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulation including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Grayson County, Texas, and that exclusive venue shall lie in Grayson County, Texas.

X.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or subject without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

XI.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain, for the duration of the contract, insurance as follows:

Comprehensive General Liability (CGL) (including independent contractor's liability, completed operations and contract liability)

Minimum policy limits (minimum combined single limits (CSL) for bodily injury and property damage)

a. $1,000,000 per occurrence
b. $2,000,000 aggregate
c. City must be listed as an additional insured and provided thirty (30) day notice of cancellation or material change in coverage.

Comprehensive Auto and Truck Liability Insurance – Minimum CLS policy limits for bodily injury and property damage

a. $500,000 per occurrence
b. $1,000,000 aggregate

Workers Compensation

a. Authority to do business in Texas:
b. Insurance carrier must be authorized to conduct business in the State of Texas or must obtain a Texas endorsement.
c. Policy limits: Maintain minimum statutory policy limits $100,00/$100,000/$500,000
d. Waiver of subrogation: Policy must include a waiver of subrogation in favor of the City.
e. Certificate of holder: City must be listed as a certificate holder.

XIII.
HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

XIV.
NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable.

XV.
SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portion of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVI.
TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

XVII.
ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XVIII.
CONTRACT INTERPRETATION

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

XIX.
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XX.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

GREAT AMERICAN SWEEPING, INC.,
a Delaware Corporation

BY: [signature]
NAME: Jeff Lovill
TITLE: COO
ADDRESS: 4985 Ironton St.
Denver CO 80004
PHONE: (303) 289-7171

ATTEST:

BY: [signature]
NAME: Sherri Boxberger
TITLE: HR Manager

CITY OF SHERMAN, TEXAS

BY: ______________________

ACTING CITY MANAGER
220 W. MULBERRY ST.
SHERMAN, TEXAS 75090

ATTEST:

BY: ______________________
LINDA ASHBY,
CITY CLERK

APPROVED:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

City of Sherman

II. SPECIAL PROVISIONS – STREET SWEEPING

SCOPE OF WORK

1.0 The Contractor shall clean all curbs, gutters, median curbs, road shoulders, gore points, turning lanes and public parking lots located in the City as designated by these specifications. (All of the above areas are hereinafter called "Streets".)

Streets to be cleaned are listed in the Designated Street Section of these specifications as follows:

SECTION A – Streets – Arterial and Collector & Residential Streets

1.1 The cleaning operation shall include, but is not limited to all sweeping, panning, and dumping operations.

The cleaning operation does not include removal of waste material in catch basins of storm sewers.

1.2 The Contract begins on the date signed by the City Manager or his designee.

1.3 Streets will be cleaned at the following frequencies:

a. All streets listed in SECTION A of the Designated Streets Section are to be cleaned once per quarter for the Contract period, inclement weather excepted as described in Section 2.2.

b. All streets listed in SECTION A of the Designated Streets Section are to be cleaned once per quarter for the Contract period, inclement weather accepted.

1.4 The Department may also require unscheduled sweeping service as a result of accidents, citizen requests, special events, and sand recovery after winter weather events, etc. The Contractor shall comply with such requests as follows:

a. During scheduled hours of operation (Monday through Friday, 8:00AM to 5:00PM), a maximum response time of two hours shall be required from the time the Contractor is notified to the time of arrival at work site.

b. During unscheduled hours of operation (all other times not covered in a. above) a maximum response time of three hours shall be required from the time the Contractor is notified to the time of arrival at work site.

Payment for such unscheduled service shall be:

- MOB Fee $193.20/trip
- $100/hr. (2 hour minimum)
- Per diem $100/night (if needed)

EXHIBIT A

City of Sherman

METHOD OF OPERATIONS

2.0 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

a. The contractor shall provide his (her) own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (her) own equipment and the availability, presence and supervision of his (its) employees.

b. The Contractor is required to have a competent and experienced supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.

c. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract.

d. All equipment and personnel will move in the same direction as traffic at all times during all cleaning operations.

2.1 All daytime cleaning operations shall be performed between the daytime hours 08:00 and 18:00, Monday through Friday. Saturday and Sunday from 1700 Friday to 2200 Sunday is expressly prohibited without the prior written consent of the Department.

2.2 **WEATHER** For the purpose of this Contract, the National Weather Service for Sherman, Texas. shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve hours into the future.

a. No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operations ineffectual or dangerous. These climatic conditions include, but are not limited to heavy rains, snow, ice and sleet.

b. The Contractor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the manager, of his (her) designee.

c. The Manager, or his (her) designee, shall at his (her) discretion have the right to order the suspension of cleaning operations whenever, in his (her) judgment, present weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.

2.3 **DEBRIS**

a. The City will provide one location for the Contractor to deposit sweeping debris.

b. Disposal of debris collected during the sweeping operations shall be the responsibility of the City.

2.4 **WATER**

a. The Contractor will be responsible to make application for a water meter from the City and pay all applicable fees.

b. The City shall provide water at no cost to the Contractor.

EQUIPMENT AND FACILITY

3.0 The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.

Minimum equipment for the Contract shall be one street sweeper.

3.1 Specifications for such equipment are as follows:

a. STREET SWEEPERS – Sweepers used in the cleaning operation shall be mechanical sweepers.

The street sweeper must have a minimum capacity of three cubic yards and be equipped with adequate, water systems for dust control. The sweeper to be used must be equipped with dual brooms.

b. ADEQUATE SUPPORT EQUIPMENT – Including debris transfer vehicles, pickup trucks, service trucks, tire trucks and any other item of equipment necessary to provide cleaning services as described in these specifications.

c. ALL EQUIPMENT – (including support equipment) shall be equipped with a two-way radio communication designed for commercial use. CB radios are unacceptable.

3.2 All equipment (including support equipment) used by the Contractor shall be listed as a part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the Department. Such approval may require on-site demonstration of the capability of any proposed equipment.

3.3 All vehicles used by the Contractor must be performance worthy by visual and operational inspection.

The Department shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the Department, not meet standards that the Department feels are necessary to complete the contract or to operate safely, the Department may require such vehicle to be brought to standard before being placed back in service.

3.4 The Contractor must demonstrate evidence of adequate service facility to insure scheduled routine maintenance, as well as maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations. The Department shall inspect the facility of the successful Contractor prior to award of the Contract for services.

PAYMENT

4.0 Payment for street cleaning shall be made by the Contract unit price per curb mile actually cleaned.

4.1 Request for partial payment must be made individually as follows:

a. SECTION A Streets – Monthly

4.2 Request for partial payment must be made in triplicate, forwarded to the Manager for approval, and includes the following:

a. Standard Invoice Form for payment.

b. Cover invoice showing curb miles cleaned, linear curb mile price with an extension in dollars at the quoted cost, together with the number of gallons of water used to accomplish such services with cubic yards of material picked up.

c. Copy of the Route Lists for the invoiced period, showing the date each street was cleaned, the total mileage for the period and the initials and signature of the Contractor's representative.

4.3 No payment shall be made for any other service other than the number of curb miles cleaned at the quoted linear curb mile cost, or upon completion cycle, except:

a. In the event the Department shall employ the Contractor at the hourly rate stipulated with his (her) bid, the Contractor shall be paid upon completion of the specific work, after approval by the Department.

b. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in 4.2 herein.

c. Pricing:
- $14.45 curb mile
- Mobilization Fee: $193.20/trip
- Per Diem: $100/night
- City provides dump site and water
- Accident/Emergency Call Out: $193.20 + $100/hour (2 hour minimum)
- Street Maintenance projects for the City (e.g., milling, chip seal): $193.20/trip + $115/hour (2 hour minimum)
- Pre-pave sweeping projects for the City will be at the rate of $193.20/trip + $95.00/hour (2 hour minimum)
- Fuel Surcharge: G.A.S. reserves the right to charge a 4% surcharge.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.6

**** RESOLUTION NO. 4983***

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Belden Street Water Main Replacement Project

Issue

Authorizing execution of a professional services contract with Teague Nall & Perkins for the Belden Street Water Main Replacement Project

Background

The current Capital Improvement Program contains a project to replace the existing water main on Belden Street, between Woods Street and Ricketts Street. It is recommended that the professional engineering design services be provided by Teague Nall & Perkins.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this expenditure are budgeted and available in the water and sewer improvement fund.

Staff Recommendation

It is recommended the City Council approve payment of these professional services in the amount of $7,500.00.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 4983
Contract
Location Map

Prepared by:
Wayne Kuse, Wastewater Superintendent

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TEAGUE NALL & PERKINS FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE BELDEN STREET WATER MAIN REPLACEMENT PROJECT; 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 Teague Nall & Perkins is hereby awarded the contract for engineering services in the total amount of $7,500.00 to design the Belden Street Water Main Replacement Project. The Acting 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 Teague Nall & Perkins for professional engineering design services, in the same or substantially same form as 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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CITY OF SHERMAN GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Sherman, Texas ("City" or "Client"), and Teague, Nall, and Perkins ("Engineer") for the Beldon Street Water Line Replacement. The City and Engineer agree to the terms and conditions of this Contract, which consists of the following parts:

I. General Services Contract.
II. Standard Contractual Provisions
III. Special Terms and Conditions
IV. Signatures
V. Attachments – Exhibit A

II. Standard Contractual Provisions

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

calendar days

~~B. Services and Payment. As set forth in Exhibit A, except that ENGINEER shall complete all services within [illegible] ~~calendars~~ of the Notice or Authorization to Proceed date. In the event that delays are experienced, then the schedule may be revised as mutually agreed upon by the CITY and the ENGINEER.~~

C. Termination Provisions.

1. *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Engineer is not in default by giving written notice to Engineer. If the City terminates this Contract under this paragraph, the City will pay the Engineer for all services rendered in accordance with this Contract to the date of termination.

2. *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

3. *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for the successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for

which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

D. *INDEMENITY AND DUTY TO DEFEND*

1. ENGINEER 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 ENGINEER'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of ENGINEER, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability. Furthermore, the ENGINEER shall maintain Professional Liability policies with limits at one million dollars ($1,000,000.00) and will furnish insurance certificates to the CITY.

2. ENGINEER is expressly required to defend the CITY against all Claims for which the CITY becomes liable. In its sole discretion, CITY shall have the right to select or to approve defense counsel to be retained by ENGINEER in fulfilling its obligation hereunder to defend and indemnify CITY, unless such a right is expressly waived by CITY in writing by the City Manager, approved by the City Attorney, and properly authorized by the CITY'S Council. CITY reserves the right to provide a portion or all of its own defense; however, CITY is under no obligation to do so. Any such action by CITY is not to be construed as a waiver of ENGINEER'S obligation to defend the CITY or as a waiver of ENGINEER'S obligation to indemnify the CITY pursuant to this Contract. ENGINEER shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If ENGINEER fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and ENGINEER shall be liable for all costs incurred by CITY in defense of Claims for which ENGINEER is liable under this Paragraph.

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

E. Assignment. The Engineer shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Grayson County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Engineer and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Engineer shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Engineer or Engineer's officers or employees in the means, methods, or details of the work to be performed by Engineer under this Contract. The City and Engineer agree that the work performed under this Contract is not inherently dangerous, that Engineer will perform the work in a workmanlike manner, and that Engineer will take proper care and precautions to insure the safety of Engineer's officers and employees.

I. Dispute Resolution Procedures. The Engineer and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, then the prevailing party will be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability.

a. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
b. If there are any conflicts between the Contract and the Agreement attached as Exhibit A, the provisions in the Contract prevail over the provisions in the Agreement.

L. **Special Terms or Conditions.**

The "Provisions" in the attached Exhibit "A" are modified as follows:

Paragraph 7, Termination	Deleted in its entirety and not applicable to this Contract.
Paragraph 8 Arbitration	Deleted in its entirety and not applicable to this Contract
Paragraph 9 Legal Expenses	Deleted in its entirety and not applicable to this Contract
Paragraph 11 Limitation of Liability	Deleted in its entirety and not applicable to this Contract
Paragraph 16 Project Site Safety	Deleted in its entirety and not applicable to this Contract
Paragraph 17: Drainage Clause	Deleted in its entirety and not applicable to this Contract.

IV. Signatures. By signing below, the parties agree to the terms of this Contract: The parties also represent that they have reviewed, or had the opportunity to review, this Contract with the attorney and that they can bind their Company to the terms of this Contract.

CITY OF SHERMAN

Signed by: L. Scott Wall
City Manager

Date: ________________

Attest: City Clerk

Linda Ashby
Approved as to form:

Doreen E. McGookey
City Attorney

ENGINEER: Teague Nall and Perkins, Inc.

By: Tom Rutledge

Title: Officer of Corporation

Date: Feb. 13, 2007

TEAGUE NALL AND PERKINS

Civil Engineering Surveying Landscape Architecture Planning

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: **Oakhill Water Line Replacement**

TNP PROJECT NUMBER: **SHN 07137**

CLIENT: **Mark Gibson, PE**
Director of Utility Services

ADDRESS: **City Of Sherman**
P.O. Box 1106
Sherman, TX 75091-1106
903 463 2300
903 463 2377 - fax

The City of Sherman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the ENGINEER) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services for the replacement of approximately 1,000 linear feet of 2" water line with 4" water line along Oakhill from Ridgeway east to Westside Drive. A detailed scope of **BASIC SERVICES** is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be on a basis of the following:

1) **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER a fixed fee as follows:

   a) Oakhill 4" water line replacement: Seven Thousand Dollars ($7,500)

2) **REIMBURSABLE EXPENSES** will consist of Construction Administration, Printing, Reproduction, CAD plotting costs, Delivery charges. Standard Rates for reimbursable expenses are identified in Attachment 'D'.

A detailed description of **BASIC SERVICES** is outlined in Attachment 'A'

3) **SPECIAL SERVICES: SPECIAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **SPECIAL SERVICES** shall include, but shall not be limited to:

a.) Trips and meetings beyond a 50-mile radius of Sherman;
b.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
c.) Printing, copying, plotting and document reproduction beyond that required to complete the **BASIC SERVICES**, as described herein;
d.) Environmental Assessments;
e.) Flood Plain Studies or assessments;
f.) Geotechnical Services;
g.) Storm Water Pollution Prevention Plan;
h.) Construction Staking;
i.) Franchise Utility Design;
j.) Serving as right of way and easement acquisition agent;
k.) The Clients surveyor will prepare all easements/ROW documents.
l.) Construction management/inspection is excluded. These services can be provided upon request.

SPECIAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed.

Please execute and return a signed copy for our files.

Approved by CLIENT:	Accepted by ENGINEER:
Scott Wall **City Manager** **City of Sherman**	**Teague Nall and Perkins, Inc.**
By: ______________	By: Tom Rutledge
Title: ______________	Title: Principal
Date: ______________	Date: Feb. 13, 2007

PROVISIONS

1. AUTHORIZATION TO PROCEED
Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS
TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES
TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. ENGINEER'S OPINION OF PROBABLE COST
Any cost opinions provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost opinions.

6. PROFESSIONAL STANDARDS
TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION 16.
Either CLIENT or TNP, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously 17. authorized and performed prior to effective date of termination. TNP shall deliver all such work to CLIENT in all then existing forms, including electronic CAD systems. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. ARBITRATION
All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

9. LEGAL EXPENSES
In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PA YMENT TO TNP, INC.
Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LI MITATION OF LIABILITY
TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. A DDITIONAL SERVICES
Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

13. SA LES TAX
In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax <u>is not</u> included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES
In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

15. INVALIDITY CLAUSE
In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

16. PROJE CT SITE SAFETY
TNP, Inc. has no duty or responsibility for site safety.

17. DRAINAGE CLAUSE
TNP, Inc. In the performance of its services may be required to assess the impact of the Project on neighboring property owners. The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

18. CONSTRUCTION MEANS AND METHODS
Means and methods of construction are the sole responsibility of the contractor.

ATTACHMENT 'A'
BASIC SERVICES

DESIGN PHASE

The ENGINEER will provide the existing topographic design survey as well as existing easements and ROW limits. The ENGINEER will prepare contract documents and plans and specifications in conjunction with City Criteria and Design Standards for the replacement of approximately 1,050 linear feet of 2" water line with 4" water line along Belden Street from Ricketts Street east to Woods Street.

Plans will include the plan and profile and all necessary appurtenances required by the City of Sherman. The ENGINEER will coordinate with franchise utilities as necessary to assist in relocation of utilities to avoid conflicts. An Opinion of Probable Construction Costs (OPCC) will also be provided to the CLIENT during the design phase of the project.

The ENGINEER will provide 10 copies of the plan and specifications for bidding purposes.

BIDDING AND NEGOTIATIONS PHASE

Once final plans have been delivered to the CLIENT, the ENGINEER will assist with advertising the job

provide, as necessary, any supplemental documents or information required to clarify the Contract Documents. This clarification may be in the form of written Addendums or verbal interpretations of the Contract Documents. The ENGINEER will also confer with the CLIENT when responding to questions that arise during the Bidding Phase of the project.

The ENGINEER will evaluate the bids and proposals once received and make recommendation to the CLIENT to award the construction contract.

CONSTRUCTION PHASE

ENGINEER will advise owner and act as owners representative as necessary. ENGINEER will provide final inspection and assist with job close out procedures as necessary. The ENGINEER will also provide the CLIENT with As Built information in both electronic and a set of 24"X36" reproducible drawings.

ATTACHMENT B

TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2007 to December 31, 2007*

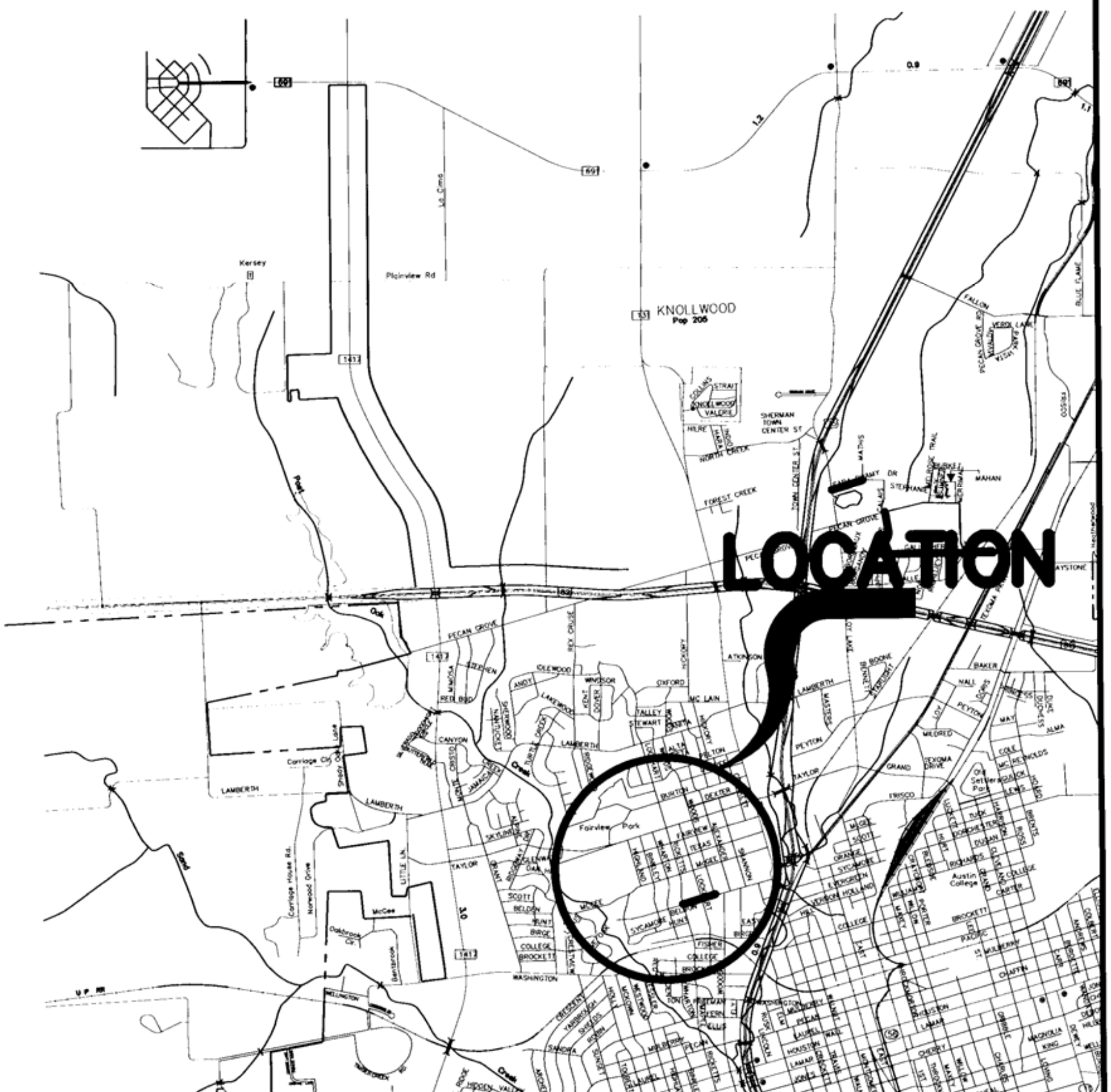
Engineering / Technical	From		To	
Principal	$150	-	$220	Per Hour
Project Manager	$115	-	$150	Per Hour
Senior Engineer	$90	-	$160	Per Hour
Engineer	$80	-	$120	Per Hour
Landscape Architect / Planner	$90	-	$150	Per Hour
Designer	$85	-	$110	Per Hour
Senior Designer	$100	-	$130	Per Hour
CAD Technician	$60	-	$85	Per Hour
Senior CAD Technician	$75	-	$100	Per Hour
IT Consultant	$120	-	$140	Per Hour
IT Technician	$70	-	$100	Per Hour
Clerical	$50	-	$70	Per Hour
Resident Project Representative	$70	-	$90	Per Hour

Surveying			
Survey Office Manager	$145	-	$155
R.P.L.S.	$100	-	$130
S.I.T.	$70	-	$90
Senior Survey Technician	$70	-	$90
Junior Survey Technician	$60	-	$75
2-Person Field Crew w/Equipment	$100		
3-Person Field Crew w/Equipment	$110		
4-Person Field Crew w/Equipment	$135		
1-Person G.P.S. Crew w/Equipment	$110		
2-Person G.P.S. Crew w/Equipment	$130		
3-Person G.P.S. Crew w/Equipment	$150		
1-Person Robotic Crew w/Equipment	$90		
2-Person Robotic Crew w/Equipment	$110		

Direct Cost Reimbursables		
Photocopies	$0.10/page	letter and legal size bond paper, B&W
	$0.20/page	11" x 17" size bond paper, B&W
	$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	$1.00/page	11" x 17" size bond paper, B&W
	$2.00/page	11" x 17" size bond paper, color
	$4.00/page	22"x34" and larger bond paper or vellum, B&W
	$6.00/page	22"x34" and larger bond paper or vellum, color
	$6.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	$0.48/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2007 and are subject to change in subsequent years.



BELDEN STREET WATER LINE REPLACEMENT

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.7

RESOLUTION NO. 4984

Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the Oak Hill Water Main Replacement Project

Issue
Authorizing execution of a professional services contract with Teague Nall & Perkins for the Oak Hill Water Drive Main Replacement Project

Background
The current Capital Improvement Program contains a project to replace the existing water main on Oak Hill Drive, between Ridgeway Drive and Westside Drive. It is recommended that the professional engineering design services be provided by Teague Nall & Perkins.

Origination
Department of Utilities Administration

Financial Consideration
Funds for this expenditure are budgeted and available in the water and sewer improvement fund.

Staff Recommendation
It is recommended the City Council approve payment of these professional services in the amount of $7,500.00.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 4984
Contract
Location Map

Prepared by:
Wayne Kuse, Wastewater Superintendent

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4984

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TEAGUE NALL & PERKINS FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE OAK HILL WATER MAIN REPLACEMENT PROJECT; 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 Teague Nall & Perkins is hereby awarded the contract for engineering services in the total amount of $7,500.00 to design the Oak Hill Water Main Replacement Project. The Acting 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 Teague Nall & Perkins for professional engineering design services, in the same or substantially same form as 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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CITY OF SHERMAN GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Sherman, Texas ("City" or "Client"), and Teague, Nall, and Perkins ("Engineer") for the Oakhill Water Line Replacement. The City and Engineer agree to the terms and conditions of this Contract, which consists of the following parts:

I. General Services Contract.
II. Standard Contractual Provisions
III. Special Terms and Conditions
IV. Signatures
V. Attachments – Exhibit A

II. Standard Contractual Provisions

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

calendar days

~~B. Services and Payment. As set forth in Exhibit A, except that ENGINEER shall complete all services within ninety (90) calendars of the Notice or Authorization to Proceed date. In the event that delays are experienced, then the schedule may be revised as mutually agreed upon by the CITY and the ENGINEER.~~

C. Termination Provisions.

1. *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Engineer is not in default by giving written notice to Engineer. If the City terminates this Contract under this paragraph, the City will pay the Engineer for all services rendered in accordance with this Contract to the date of termination.

2. *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

3. *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for the successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for

which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

D. *INDEMENITY AND DUTY TO DEFEND*

1. ENGINEER 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 ENGINEER'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of ENGINEER, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability. Furthermore, the ENGINEER shall maintain Professional Liability policies with limits at one million dollars ($1,000,000.00) and will furnish insurance certificates to the CITY.

2. ENGINEER is expressly required to defend the CITY against all Claims for which the CITY becomes liable. In its sole discretion, CITY shall have the right to select or to approve defense counsel to be retained by ENGINEER in fulfilling its obligation hereunder to defend and indemnify CITY, unless such a right is expressly waived by CITY in writing by the City Manager, approved by the City Attorney, and properly authorized by the CITY'S Council. CITY reserves the right to provide a portion or all of its own defense; however, CITY is under no obligation to do so. Any such action by CITY is not to be construed as a waiver of ENGINEER'S obligation to defend the CITY or as a waiver of ENGINEER'S obligation to indemnify the CITY pursuant to this Contract. ENGINEER shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If ENGINEER fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and ENGINEER shall be liable for all costs incurred by CITY in defense of Claims for which ENGINEER is liable under this Paragraph.

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

E. Assignment. The Engineer shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Grayson County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Engineer and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Engineer shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Engineer or Engineer's officers or employees in the means, methods, or details of the work to be performed by Engineer under this Contract. The City and Engineer agree that the work performed under this Contract is not inherently dangerous, that Engineer will perform the work in a workmanlike manner, and that Engineer will take proper care and precautions to insure the safety of Engineer's officers and employees.

I. Dispute Resolution Procedures. The Engineer and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, then the prevailing party will be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability.

a. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
b. If there are any conflicts between the Contract and the Agreement attached as Exhibit A, the provisions in the Contract prevail over the provisions in the Agreement.

L. **Special Terms or Conditions.**

The "Provisions" in the attached Exhibit "A" are modified as follows:

Paragraph 7, Termination	Deleted in its entirety and not applicable to this Contract.
Paragraph 8 Arbitration	Deleted in its entirety and not applicable to this Contract
Paragraph 9 Legal Expenses	Deleted in its entirety and not applicable to this Contract
Paragraph 11 Limitation of Liability	Deleted in its entirety and not applicable to this Contract
Paragraph 16 Project Site Safety	Deleted in its entirety and not applicable to this Contract
Paragraph 17: Drainage Clause	Deleted in its entirety and not applicable to this Contract.

IV. **Signatures.** By signing below, the parties agree to the terms of this Contract: The parties also represent that they have reviewed, or had the opportunity to review, this Contract with the attorney and that they can bind their Company to the terms of this Contract.

CITY OF SHERMAN

Signed by: L. Scott Wall
City Manager

Date: ________________

Attest: City Clerk

Linda Ashby

Approved as to form:

Doreen E. McGookey
City Attorney

ENGINEER: **Teague Nall and Perkins, Inc.**

By: Tom Rutledge

Title: Officer of Corporation

Date: Feb. 13, 2007

TEAGUE NALL AND PERKINS

Civil Engineering Surveying Landscape Architecture Planning

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: **Oakhill Water Line Replacement**

TNP PROJECT NUMBER: **SHN 07137**

CLIENT: **Mark Gibson, PE**
Director of Utility Services

ADDRESS: **City Of Sherman**
P.O. Box 1106
Sherman, TX 75091-1106
903 463 2300
903 463 2377 - fax

The City of Sherman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the ENGINEER) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services for the replacement of approximately 1,000 linear feet of 2" water line with 4" water line along Oakhill from Ridgeway east to Westside Drive. A detailed scope of **BASIC SERVICES** is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be on a basis of the following:

1) **BASIC SERVICES:** The CLIENT agrees to pay the ENGINEER a fixed fee as follows:

    a) **Oakhill 4" water line replacement: Seven Thousand Dollars ($7,500)**

2) **REIMBURSABLE EXPENSES** will consist of Construction Administration, Printing, Reproduction, CAD plotting costs, Delivery charges. Standard Rates for reimbursable expenses are identified in Attachment 'D'.

A detailed description of **BASIC SERVICES** is outlined in Attachment 'A'

3) **SPECIAL SERVICES: SPECIAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **SPECIAL SERVICES** shall include, but shall not be limited to:

a.) Trips and meetings beyond a 50-mile radius of Sherman;
b.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
c.) Printing, copying, plotting and document reproduction beyond that required to complete the **BASIC SERVICES**, as described herein;
d.) Environmental Assessments;
e.) Flood Plain Studies or assessments;
f.) Geotechnical Services;
g.) Storm Water Pollution Prevention Plan;
h.) Construction Staking;
i.) Franchise Utility Design;
j.) Serving as right of way and easement acquisition agent;
k.) The Clients surveyor will prepare all easements/ROW documents.
l.) Construction management/inspection is excluded. These services can be provided upon request.

SPECIAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed.

Please execute and return a signed copy for our files.

Scott Wall
City Manager
City of Sherman

By: ________________

Title: ________________

Date: ________________

Teague Nall and Perkins, Inc.

By: Tom Rutledge

Title: Principal

Date: Feb. 13, 2007

PROVISIONS

1. AUTHORIZATION TO PROCEED
Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS
TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES
TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. ENGINEER'S OPINION OF PROBABLE COST
Any cost opinions provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost opinions.

6. PROFESSIONAL STANDARDS
TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION
Either CLIENT or TNP, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. TNP shall deliver all such work to CLIENT in all then existing forms, including electronic CAD systems. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. ARBITRATION
All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

9. LEGAL EXPENSES
In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.
Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY
TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES
Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

13. SALES TAX
In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES
In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

15. INVALIDITY CLAUSE
In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

16. PROJECT SITE SAFETY
TNP, Inc. has no duty or responsibility for site safety.

17. DRAINAGE CLAUSE
TNP, Inc. in the performance of its services may be required to assess the impact of the Project on neighboring property owners. The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

18. CONSTRUCTION MEANS AND METHODS
Means and methods of construction are the sole responsibility of the contractor.

ATTACHMENT 'A'
BASIC SERVICES

DESIGN PHASE

The ENGINEER will provide the existing topographic design survey as well as existing easements and ROW limits. The ENGINEER will prepare contract documents and plans and specifications in conjunction with City Criteria and Design Standards for the replacement of approximately 1,000 linear feet of 2" water line with 4" water line along Oakhill from Ridgeway east to Westside Drive.

Plans will include the plan and profile and all necessary appurtenances required by the City of Sherman. The ENGINEER will coordinate with franchise utilities as necessary to assist in relocation of utilities to avoid conflicts. An Opinion of Probable Construction Costs (OPCC) will also be provided to the CLIENT during the design phase of the project.

The ENGINEER will provide 10 copies of the plan and specifications for bidding purposes.

BIDDING AND NEGOTIATIONS PHASE

Once final plans have been delivered to the CLIENT, the ENGINEER will provide, as necessary, any supplemental documents or information required to clarify the Contract Documents. This clarification may be in the form of written Addendums or verbal interpretations of the Contract Documents. The ENGINEER will also confer with the CLIENT when responding to questions that arise during the Bidding Phase of the project.

The ENGINEER will evaluate the bids and proposals once received and make recommendation to the CLIENT to award the construction contract.

CONSTRUCTION PHASE

ENGINEER will advise owner and act as owners representative as necessary. ENGINEER will provide final inspection and assist with job close out procedures as necessary. The ENGINEER will also provide the CLIENT with As Built information in both electronic and a set of 24"X36" reproducible drawings.

ATTACHMENT B

TEAGUE NALL AND PERKINS, INC.

Standard Rate Schedule for Reimbursable/Multiplier Contracts

Effective January 1, 2007 to December 31, 2007*

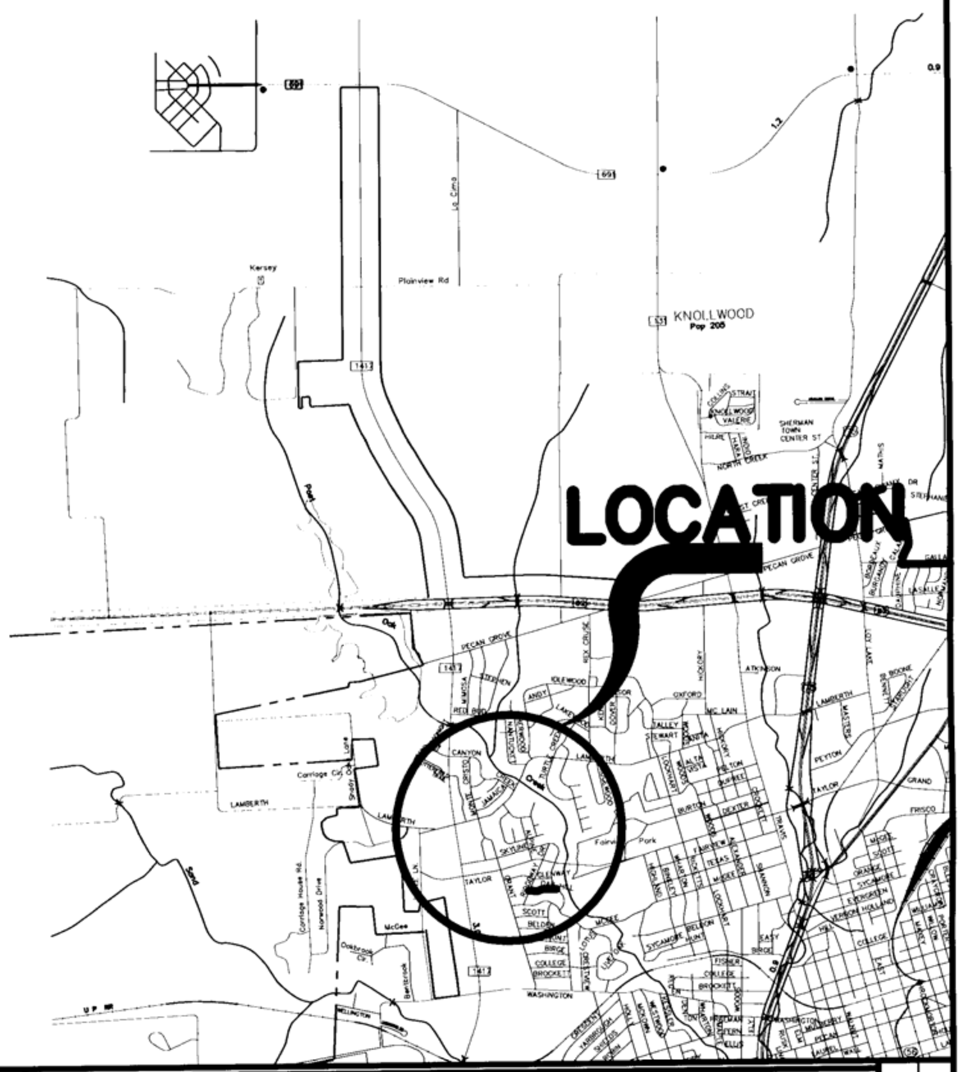
Engineering / Technical	From		To	
Principal	$150	-	$220	Per Hour
Project Manager	$115	-	$150	Per Hour
Senior Engineer	$90	-	$160	Per Hour
Engineer	$80	-	$120	Per Hour
Landscape Architect / Planner	$90	-	$150	Per Hour
Designer	$85	-	$110	Per Hour
Senior Designer	$100	-	$130	Per Hour
CAD Technician	$60	-	$85	Per Hour
Senior CAD Technician	$75	-	$100	Per Hour
IT Consultant	$120	-	$140	Per Hour
IT Technician	$70	-	$100	Per Hour
Clerical	$50	-	$70	Per Hour
Resident Project Representative	$70	-	$90	Per Hour

Surveying			
Survey Office Manager	$145	-	$155
R.P.L.S.	$100	-	$130
S.I.T.	$70	-	$90
Senior Survey Technician	$70	-	$90
Junior Survey Technician	$60	-	$75
2-Person Field Crew w/Equipment	$100		
3-Person Field Crew w/Equipment	$110		
4-Person Field Crew w/Equipment	$135		
1-Person G.P.S. Crew w/Equipment	$110		
2-Person G.P.S. Crew w/Equipment	$130		
3-Person G.P.S. Crew w/Equipment	$150		
1-Person Robotic Crew w/Equipment	$90		
2-Person Robotic Crew w/Equipment	$110		

Direct Cost Reimbursables		
Photocopies	$0.10/page	letter and legal size bond paper, B&W
	$0.20/page	11" x 17" size bond paper, B&W
	$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	$1.00/page	11" x 17" size bond paper, B&W
	$2.00/page	11" x 17" size bond paper, color
	$4.00/page	22"x34" and larger bond paper or vellum, B&W
	$6.00/page	22"x34" and larger bond paper or vellum, color
	$6.00/page	22"x34" and larger mylar or acetate, B&W
Mileage	$0.48/mile	

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

* Rates shown are for calendar year 2007 and are subject to change in subsequent years.



OAKHILL WATER LINE REPLACEMENT

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.8

**** RESOLUTION NO. 4985***

Approving Greater Texoma Utility Authority to enter into a Contract with Teague Nall & Perkins for the Engineering Services on the Ross Avenue Sewer Line Replacement Project

Issue
Approving GTUA to enter into a contract with Teague Nall & Perkins for the Ross Avenue Sewer Main Replacement Project

Background
The current Capital Improvement Program contains a project to replace the existing sewer main behind the Faith Church, from Brockett Street south to the Texas Northeastern Railway. It is recommended that the professional engineering design services be provided by Teague Nall & Perkins.

Origination
Department of Utilities Administration

Financial Consideration
Funds for this expenditure are budgeted and available in bond monies issued through GTUA.

Staff Recommendation
It is recommended the City Council approve payment of these professional services in the amount of $13,000.00.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 4985
Location Map

Prepared by:
Wayne Kuse, Wastewater Superintendent

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4985

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH TEAGUE NALL & PERKINS FOR THE ENGINEERING SERVICES ON THE ROSS AVENUE SEWER LINE REPLACEMENT PROJECT; 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 approves Greater Texoma Utility Authority to enter into a contract with Teague Nall & Perkins for the Engineering Services to provide services on the Ross Avenue Sewer Line Replacement Project. The Engineering Services contract is in the amount of Thirteen Thousand Dollars ($13,000.00).

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 ________________, 2007.

CITY OF SHERMAN, TEXAS

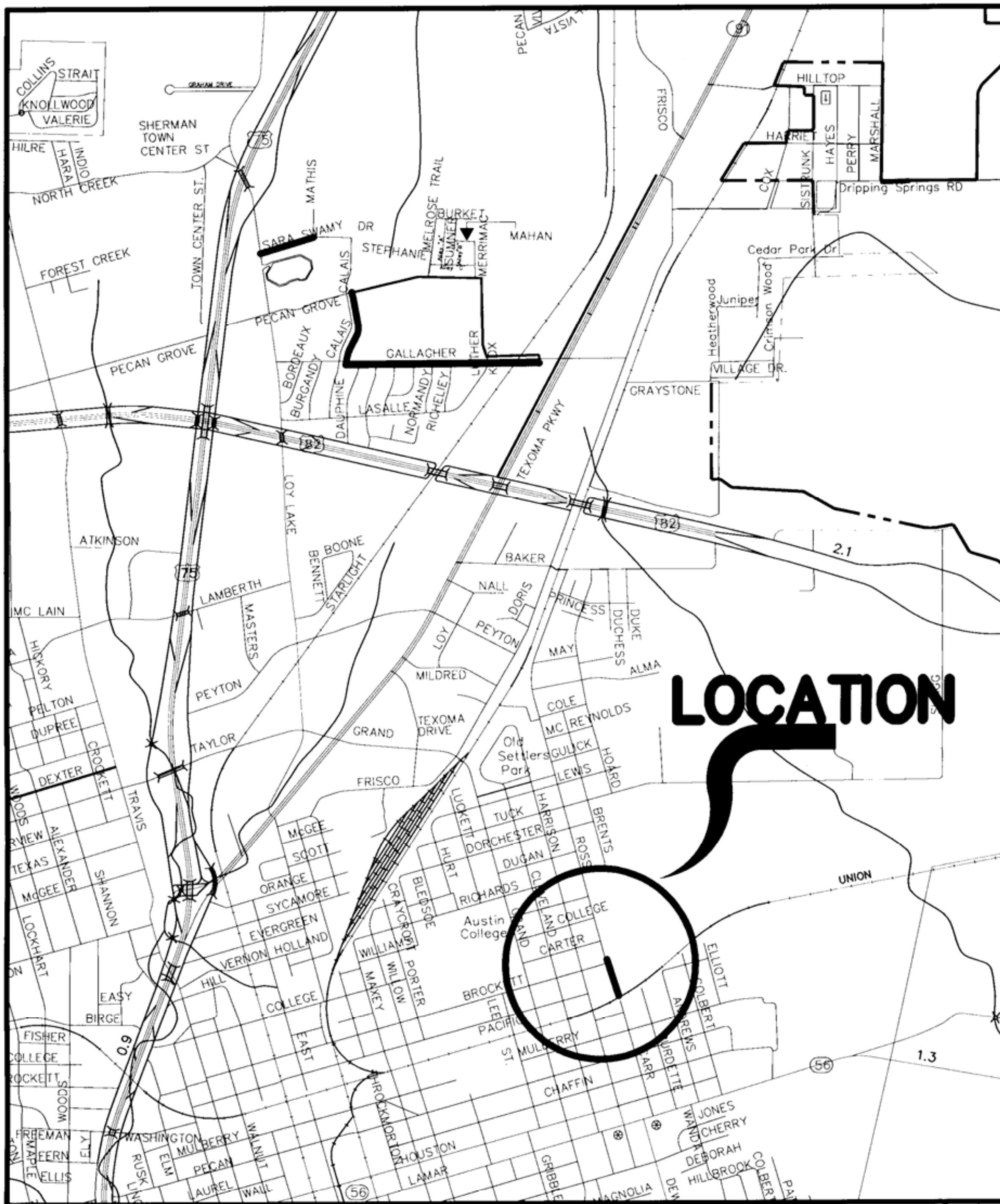
BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY



ROSS AVE. SEWER LINE REPLACEMENT

N

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.9

**** RESOLUTION NO. 4986***

Approving Greater Texoma Utility Authority to enter into a Contract with Morris Engineers for Engineering Services and Underwood Drafting and Surveying, Inc. for Surveying Services on the Hillcrest Drive Water Main Replacement Project

Issue

Approving GTUA to enter into a contract with Morris Engineers for Engineering Services and Underwood Drafting and Surveying for Surveying Services on the Hillcrest Drive Water Main Replacement Project

Background

The current Capital Improvement Program contains a project to replace the existing water main along Hillcrest Drive, between Ricketts Street and Sunset Avenue. It is recommended that the engineering services be provided by Morris Engineers, and the surveying services be provided by Underwood Drafting and Surveying.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this expenditure are budgeted and available in bond monies issued through GTUA.

Staff Recommendation

It is recommended the City Council approve payment of these services in the amount of $20,020.00.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 4986
Location Map

Prepared by:
Wayne Kuse, Wastewater Superintendent

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH MORRIS ENGINEERS FOR ENGINEERING SERVICES AND UNDERWOOD DRAFTING AND SURVEYING, INC. FOR SURVEYING SERVICES ON THE HILLCREST DRIVE WATER MAIN REPLACEMENT PROJECT; 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 approves Greater Texoma Utility Authority to enter into a contract with Morris Engineers for the Engineering Services and Underwood Drafting and Surveying, Inc. to provide surveying services on the Hillcrest Drive Water Main Replacement between Ricketts Street to Sunset Avenue. The Engineering Services contract is in the amount of Fourteen Thousand Five Hundred Dollars ($14,500.00) and Surveying Services will be in the amount of Five Thousand Five Hundred Twenty Dollars ($5,520.00).

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 ________________, 2007.

CITY OF SHERMAN, TEXAS

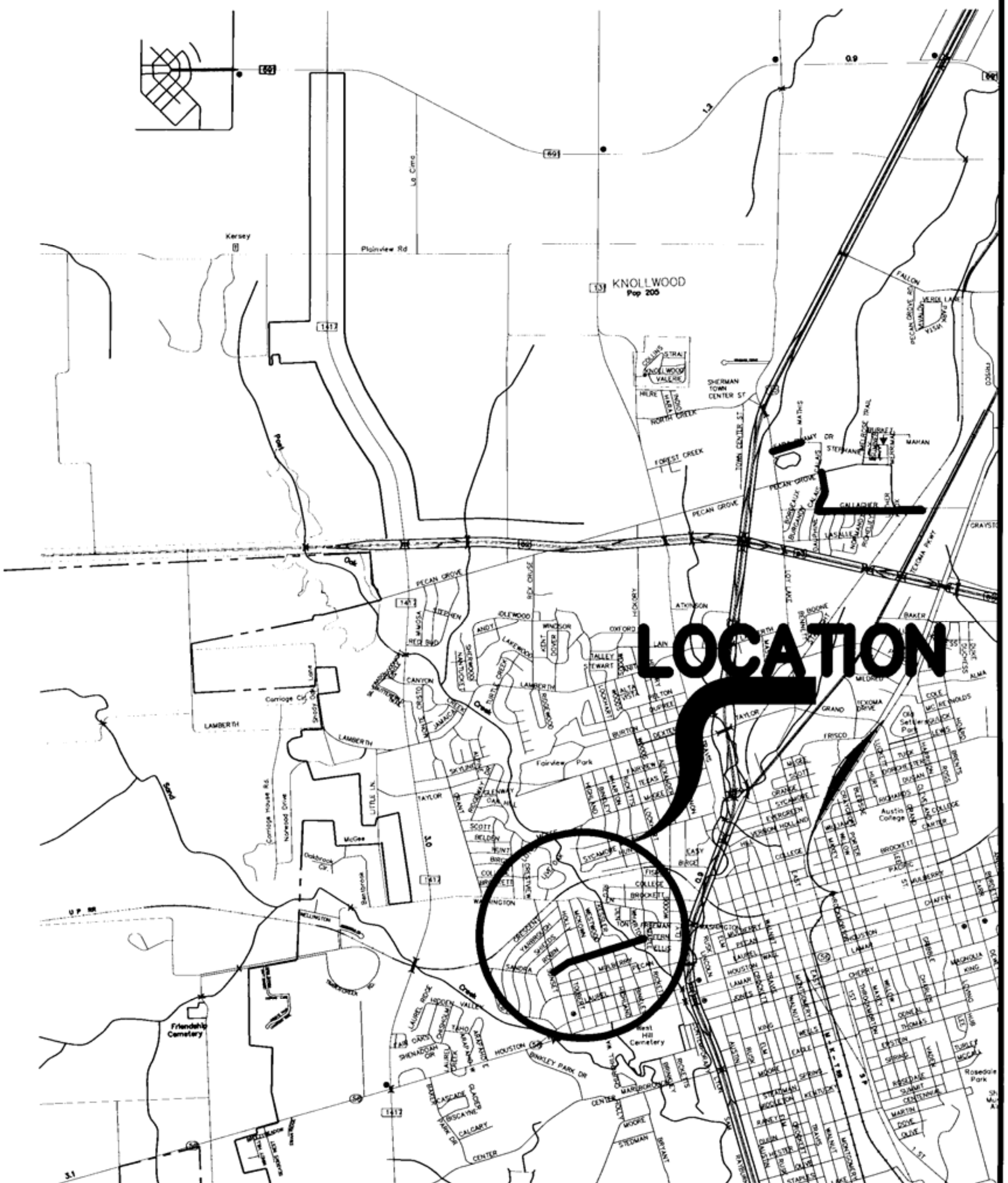
BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY



HILLCREST WATER LINE REPLACEMENT

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.10

**** RESOLUTION NO. 4987***
Authorizing the Purchase of Two Truck Chassis with Utility Bodies through the Houston-Galveston Area Council of Governments (H-GAC) for the Distribution Services Department

Issue
To consider approval of a resolution to purchase two truck chassis with utility bodies through the Houston-Galveston Area Council of Governments (H-GAC)

Background
The Utility Maintenance Department has scheduled the replacement of two 1995 ¾-ton pickups (Vehicle Nos. 511 and 512), due to years of service, high mileage, and increasing maintenance cost. The H-GAC offered a lower cost than BuyBoard, which has been utilized in the past. Both vehicles were authorized for purchase in the current budget.

Origination
Mark Gibson, Director of Utilities

Financial Consideration
The two truck chassis with utility bodies are available through H-GAC. A breakdown of the cost of the trucks is as follows: Two ¾-ton chassis with utility bodies for $47,274.00. Adequate funds to purchase this equipment were appropriated in the fiscal year 2006-2007 Utility Maintenance budget.

Staff Recommendation
It is recommended that the staff be authorized to acquire the two truck chassis with utility bodies through the H-GAC.

Alternatives
None recommended

Attachments
Resolution No. 4987
BuyBoard Quotation
H-GAC Quotation
Budget Fleet Request
H-GAC Contract

Prepared by:
Wayne Kuse, Wastewater Superintendent

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4987

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO TRUCK CHASSIS WITH UTILITY BODIES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE DISTRIBUTION SERVICES DEPARTMENT; 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 is hereby authorized and directed to purchase two ¾ ton truck chassis with utility bodies, through the Houston-Galveston Area Council of Governments (H-GAC) for the total purchase price of Forty-Seven Thousand Two Hundred Seventy-Four Dollars and No Cents ($47,274.00), excluding communications equipment, in accordance with the terms and conditions of the Interlocal Agreement attached hereto and made a part hereof for all purposes. If necessary, any agreements for the purchase of the two truck chassis must be reviewed and approved by the City Attorney.

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
VEHICLES
BUYBOARD #208-04

End User: CITY OF SHERMAN **Philpott Rep:** MICHAEL WILEY
Contact: TEDDY STIMPSON F#903 892-7362 **Date:** 10-Nov-06
Product Description: 2008 FORD F-250 REG. CAB

A. Bid Series: ITEM # 11 **A. Base Price:** $ 13,741.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F20	137" WHEELBASE	INCL	X4N	4.10 LIMITED SLIP AXLE	$ 285.00
	5.4L V8	INCL	91T	TRAILER TOW PACKAGE	$ 337.00
	6-SPD MANUAL TRANSMISSION	INCL		MANUAL TOW MIRRORS	INCL
	A/C	INCL		BRAKE CONTROLLER	INCL
	AM/FM RADIO	INCL			
	SPARE TIRE	INCL			
	8FT BED	INCL	RK	L5680 SERVICE BODY	$ 6,545.00
	VINYL BENCH SEAT	INCL		LIFT GATE	INCL
	TRAILER TOW PACKAGE	INCL		RECEIVER HITCH	INCL
44T	AUTOMATIC	$ 1,202.00	SD8	2008 MODEL UPGRADE	$ 2,084.00
				NEW BODY STYLE	INCL
				GOVERNMENT CONCESSION	INCL
				ADJUSTMENT	

Total of B. Published Options: $ 10,453.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 2.0 %

Options	Bid Price	Options	Bid Price
DELETE BED	$ (250.00)	FLOOR PLAN AND LOT INSURANCE 60	$ 659.00
		PRE-DELIVERY INSPECTION	$ 80.00
2008 MODEL WILL BEGIN BUILDING			
IN JAN. 2007			
MAY BE DELAYED			
		WHITE IN COLOR	

Total of C. Unpublished Options: $ 489.00

D.	**Contract Price Adjustment:**	DELIVERY IN 120-150 DAYS	
E.	**Delivery Charges:**	0 miles @ $.93/mile	$ -
F.	**Total of A + B + C + D + E = F**		$ 24,683.00
G.	**Quantity Ordered** 1 x F =		$ 24,683.00
H.	**BUYBOARD Administrative Fee**	**$400.00 PER PURCHASE ORDER**	$ 400.00
I.	**Non-Equip Charges & Credits**		
J.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**		$ 25,083.00

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	**VE03-06**	**Date Prepared:**	1/19/2007

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Sherman	**Contractor:**	Dallas Dodge
Contact Person:	Teddy Simpson	**Prepared By:**	Misti Dunlap
Phone:	903-892-7362	**Phone:**	214-319-1336
Fax:	903-892-7362	**Fax:**	214-319-1306
Email:	teddys@ci.sherman.tx.us	**Email:**	mdunlap@kag-1.net

Product Code:	**C22**	**Description:**	**Dodge 2500 Regular Cab Long Bed**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 15,357.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Folding Trailer Tow Mirrors	85		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	85

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Trailer Tow	300	Utility Body w/ Tommy Lift	7295
Delivery Fee if needed	TBD	**Subtotal D:**	7595

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23037

Quantity Ordered:	1	**X Subtotal of A + B + C + D:**	23037	=	**Subtotal E:** 23037

F. H-GAC Fee Calculation (From Current Fee Tables) — **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	**TBD**	**H. Total Purchase Price (E+F+G):**	23637

FLEET REQUESTS (Account 8804)

Cost Center Name: Distribution Services
Cost Center #: 720

First Requested Vehicle

Model & Type of Vehicle	Vehicle Cost	Added Equip.	Equip Cost	Total Cost
2007 1 ton pick-up with boxes	20,000.00		5,000.00	25,000.00

Vehicle to be Replaced by First Requested Vehicle

Make and Model	Year of Make	Vehicle Number	Current Mileage
Ford 3/4 ton pick-up	1995	511	107400

Second Requested Vehicle

Model & Type of Vehicle	Vehicle Cost	Added Equip.	Equip Cost	Total Cost
2007 1 ton pick-up with boxes	20,000.00		5,000.00	25,000.00

Vehicle to be Replaced by Second Requested Vehicle

Make and Model	Year of Make	Vehicle Number	Current Mileage
Ford 3/4 ton pick-up	1995	512	98400

Third Requested Vehicle

Model & Type of Vehicle	Vehicle Cost	Added Equip.	Equip Cost	Total Cost

Vehicle to be Replaced by Third Requested Vehicle

Make and Model	Year of Make	Vehicle Number	Current Mileage

Fourth Requested Vehicle

Model & Type of Vehicle	Vehicle Cost	Added Equip.	Equip Cost	Total Cost
				0.00

Vehicle to be Replaced by Fourth Requested Vehicle

Make and Model	Year of Make	Vehicle Number	Current Mileage

Fifth Requested Vehicle

Model & Type of Vehicle	Vehicle Cost	Added Equip.	Equip Cost	Total Cost
				0.00

Vehicle to be Replaced by Fifth Requested Vehicle

Make and Model	Year of Make	Vehicle Number	Current Mileage

		Total Fleet (8804)		50,000.00

ILA NUMBER: 91-15399

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF ~~SHERMAN~~
(Local Government)

BY ____________________

TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY ____________________ Date 7/27/91
Manager of Cooperative Purchasing

BY ____________________ Date 4/3/91
Jack Steele
Executive Director
March 28, 1991

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.11

**** RESOLUTION NO. 4988***

Authorizing the Execution of an Agreement with Habitat for Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 512 North Maple Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 512 North Maple 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

Habitat for Humanity of Grayson County, Applicant

Financial Consideration

A $75.00 application fee has been received for this residential lot; but with the Council's approval the fee will be waived due to Habitat for Humanity's non-profit status. If granted, the initial abatement for this lot will be approximately $192.00 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. 4988
Residential Tax Abatement Agreement
Application
Building Permit Application
Location Map

Prepared and Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4988

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 512 NORTH MAPLE 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 Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Habitat for Humanity of Grayson County, 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 Habitat for Humanity of Grayson County 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 512 North Maple 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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
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 **HABITAT FOR HUMANITY OF GRAYSON COUNTY**, a corporation of the State of Texas, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 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. 4685) 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 16th day of June, 2003;

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, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 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 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	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 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, 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 the following locations:

Being Lot 4, Block 3 of the Exsteins Maple Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 512 North Maple Street.

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 injure 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
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Habitat for Humanity of Grayson County
P.O. Box 2725
Sherman, Texas 75091
(903) 893 - 0009

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 __________________________, 2007.

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GILES BROWN

ACTING CITY MANAGER

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

OWNER:
HABITAT FOR HUMANITY
OF GRAYSON COUNTY

BY: Niell S. Morgan

NAME: Neill S. Morgan

TITLE: Co-president

(CORPORATE SEAL)

ATTEST:

BY: ______________________

NAME: ______________________

TITLE: ______________________

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Habitat for Humanity of Grayson County

Mailing Address: PO Box 2725, Sherman, Tx. 75091

Telephone Number: 903.893.0009 815-0777 C

Contact (if different than owner):

Name: Bob Montgomery or Laurie Mealy

Mailing Address: same

Telephone Number: Bob - 903.815.0777 ; Laurie - 903.893.0009

Property:

Physical Address: 512 N. Maple St., Sherman, Tx. 75090

Summary Legal Description: Lot: 4 Block: 3 Addition: Exsteins Maple Addition

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

Improvements:

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

Estimated Value of Improvements: ~~\$60,000~~ \$48,000/Bob Montgomery

Estimated Date of Start of Construction: March 1, 2007

Estimated Date of Completion of Project: June 30, 2007

Description of Project: Single ~~ba~~ Family home - new construction

Applicant(s): Laurie Mealy Date: 2-26-07

SHERMAN

P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

PERMIT NUMBER 102
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
512 N. Maple	Epsteins Maple	4	3	

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. ☑ NEW BUILDING
2. ☐ ALTERATION
3. ☐ REPAIR, Replacement
4. ☐ MOVING (relocation)
5. ☐ FOUNDATION ONLY

B. OWNERSHIP
1. ☑ PRIVATE (Individual, corporation, non profit institution, etc.)
2. ☐ PUBLIC (Federal, state, or local government)

C. COST $ 48,000.00

D. FEE 25.00

Sq. Ft. Main Bldg. 1288 / Accs. Bldg. ______

DESCRIPTION OF REPAIRS: Construct single family

Elec - J+J
Plumb - Dwaynes
HVAC - Valley Creek Mech.

$25 Stormwater

III BUILDING SPECS.

New Buldg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☐ MASONRY (wall bearing)
☐ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
☐ GAS ☐ OIL
☐ ELECTRICITY ☐ COAL
☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
☐ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
☐ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☐ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☐ NO

K. DIMENSIONS
Number of Stories ______
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS ______
TOTAL LAND AREA SQ. FT. ______

L. No. OFF-STREET PARKING SPACES
ENCLOSED ______
OUTDOORS ______

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms ____ No. of Bathrooms Full ______ Partial ______

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Habitat for Humanity	PO Box 2725	903 893 5861
	Bob Montgomery	Sherman TX 75091	903 815 0777
2. CONT.	Lourie Mealey		903 893 0009
3. Architect			

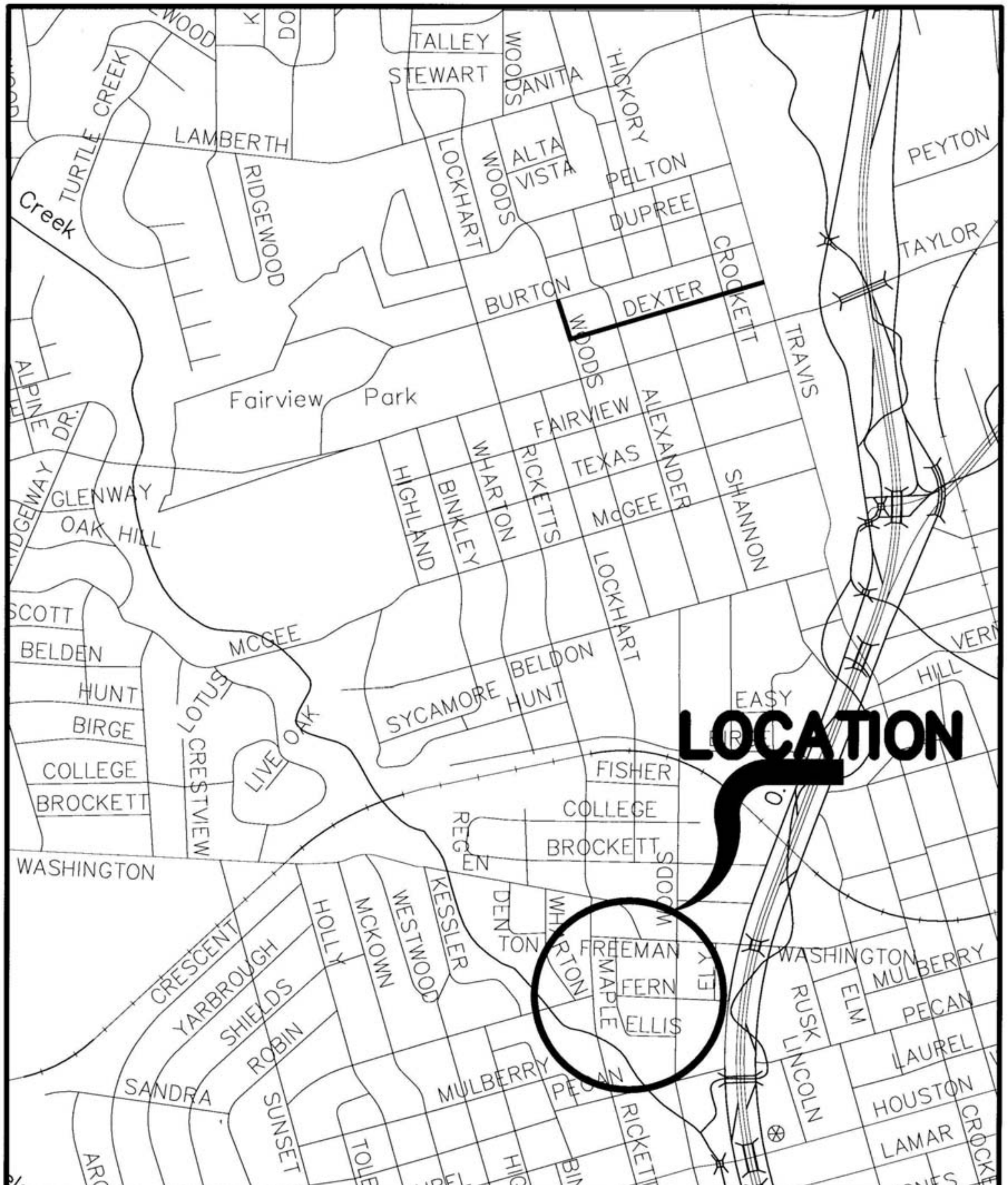
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

X [signature] ______ 2/27/07
SIGNATURE OF APPLICANT ADDRESS DATE

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ______ 20 ____ DENIED ______ 20 ____ ______
BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Canary - Owners Application Pink - Tax Office Gold - File



500 BLOCK NORTH MAPLE

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. C.12

**** RESOLUTION NO. 4989***
Awarding a Bid to and Authorizing Execution of a Contract with Diebold Election Systems, Inc. for the Rental of Voting System Machines

Issue
Last year, the City of Sherman leased Direct Recording Electronic (DRE) machines through Diebold Election Systems, Inc. for use in the Election. We had excellent results with both the company and their equipment and plan to use their DREs again for the May 12, 2007 Election.

Background
The State of Texas has mandated that cities use at least one voting station per polling place that complies with Section 504 of the Federal Rehabilitation Act of 1973 and the Federal Americans with Disabilities Act and provides a practical and effective means for voters with physical disabilities to cast a secret ballot. The DREs meet this requirement.

Origination
The request for approval of the contract with Diebold Election Systems, Inc. originated with the City Clerk's Office.

Financial Consideration
Cost of leasing the DREs, programming the ballot, training clerks, and all associated costs for use of the machines will be $13,570.00. Since the City of Sherman and the Sherman Independent School District are holding a Joint Election this year, the cost will be equally divided between the two entities.

Staff Recommendation
The staff recommends approval of the contract with Diebold Election Systems, Inc. for use of DREs for the May 12, 2007 Election.

Alternatives
As the State mandates the use of this type of equipment, the only other option would be to contract with another company for the service.

Attachments
Resolution No. 4989
Copy of contract to be provided at the Council meeting

Prepared by:
Linda Ashby, City Clerk

Approved by:
Giles Brown, Acting City Manager

RESOLUTION NO. 4989

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DIEBOLD ELECTION SYSTEMS, INC. FOR THE RENTAL OF VOTING SYSTEM MACHINES; 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 Diebold Elections System, Inc. is hereby awarded the bid for the rental of voting system machines and that the Acting 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 Diebold Elections System, Inc. for the rental of voting system machines, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.1

OTHER BUSINESS
Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Vice Chairman Joe Fallon, Jr. and SEDCO President John Boswell

Issue
To receive the Sherman Economic Development Corporation's (SEDCO's) quarterly progress report from Vice Chairman Joe Fallon, Jr. and President John Boswell

Background
The brief presentation by the SEDCO Vice Chairman and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three months. SEDCO's last progress report was presented at the City Council's regular meeting of December 18, 2006.

Origination
City Council

Financial Consideration
None

Attachments
SEDCO's Quarterly Progress Report

Prepared and Approved by:
Giles Brown, Acting City Manager

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chairman: **Wendell Williams**
Name of Vice Chairman: **Joe Fallon, Jr.**

Date of Report to City Council: **March 19, 2007**

1. In simple terms and as briefly as possible, please describe the mission of your board.

The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment of primary employers.

2. Please list the top accomplishments of your board within the past quarter. (please limit the list to five or fewer items).

1) The Board approved an agreement with Progress Rail for an expansion of their property on both the east and west sides. The additional property will allow Progress Rail to store inventory and finished goods and allow for additional rail spurs.

3. What are your plans for this board in the next quarter?

SEDCO plans to review the Work Plan and develop new strategies and goals as needed. SEDCO staff will continue to work with area leaders to address economic development related issues in the Sherman area.

4. How often did this board meet in the last quarter?

Since the last report in December the SEDCO Board held two regularly scheduled meetings and no special meetings.

5. In what percentage of those meeting was a quorum of board members present?

50%. At the regularly scheduled January meeting, three Board members were on vacation. The next meeting was held in February. All Board members were present at the February meeting.

6. **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.**

   Yes. The three that missed the January meeting were Wendell Williams, Andy Olmstead and Joe Fallon.

7. **What other information would your board like to communicate to the City Council? (please be concise in your response).**

   SEDCO staff spent most of the past quarter working with existing industry. The SEDCO staff attended the Plastec West trade show in February. Several possible leads were made at that trade show. The staff also continues to pursue opportunities for new investment and jobs with the Denison Development Alliance and TXU Electric Delivery Business Development.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.2

OTHER BUSINESS
Receive Quarterly Report from Tourism Director Shawnda Rains

Issue
To receive Tourism Director Shawnda Rains' quarterly report

Background
The brief presentation by Tourism Director Shawnda Rains will provide the City Council with an overview of the Department of Tourism's activities and accomplishments during the last three (3) months. Ms. Rains presented her last quarterly report to the City Council at the September 18, 2006 meeting.

Origination
City Council

Financial Consideration
None

Attachments
Department of Tourism Quarterly Report

Prepared and Approved by:
Giles Brown, Acting City Manager

Sherman Department of Tourism

City Council Presentation

March 19, 2007

1. Update/Visitor Center Totals
2. Marketing Brochure
3. Print Media/Advertising
4. FAM Tour, American Bus Association, East Texas Tourism
5. Red River Funtier Days
6. Hot Summer Nights
7. Future/Other

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.3

OTHER BUSINESS
Accept Annual Audit Report for Year Ended September 30, 2006 from Davis, Kinard & Co., P.C.

Issue
To receive presentation from Davis, Kinard & Co., P.C. of Abilene, Texas, and accept audit report for the year ended September 30, 2006

Background
On February 27th, the Audit Committee, Acting City Manager, and Finance Director met with the City's external auditors to discuss the results of the independent audit for the year ended September 30, 2006. This year's audit was more difficult than usual because of the recent turnover in the finance department staff and a lack of responsiveness from the external auditors.

The auditors gave a "clean" audit opinion, meaning that, in their opinion, the financial statements are fairly presented in accordance with established accounting standards. The City continues to maintain solid fund balances. The Audit Committee offered suggestions to the final audit report, which has been in the hands of the full City Council for over a week.

Origination
Director of Finance

Financial Consideration
None

Staff Recommendation
The staff recommends that the Council accept the audit report, as recommended by the Audit Committee.

Alternatives
None recommended

Attachments
Audit Report (distributed separately)

Prepared by:
Keith Dagen, Director of Finance

Approved by:
Giles Brown, Acting City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.4

OTHER BUSINESS
Discussion of the NAACP's Continuing Use of the City's Kerr-East Building

Issue
This item will allow the City Council to discuss allowing the local chapter of the NAACP to use the City-owned Kerr-East Building.

Background
Deputy Mayor Steele asked that this item be added to the City Council's agenda to discuss the Council's willingness to allow this group to use this City facility rent-free. The NAACP would reimburse the City of Sherman for utility costs and any other costs that are directly associated with their use of the building.

The NAACP used this building for several years in the past without paying rent, but they have not used it for over a year.

Origination
Deputy Mayor Terrence R. Steele

Financial Consideration
Since the group has offered to pay all direct costs, there would not be a financial consideration to this arrangement.

Staff Recommendation
It is recommended that the City Council instruct the staff to negotiate a formal agreement for the use of this building for the Council's review at a future meeting.

Prepared and Approved by:
Giles Brown, Acting City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.5

OTHER BUSINESS
Discussion of the Keep Sherman Beautiful Commission

Issue
Discuss plans for the Keep Sherman Beautiful Commission

Background
Councilmember Cary Wacker has asked that the City Council receive information on the current status of and discuss plans for the Keep Sherman Beautiful Commission. At this time, there are only three members serving on this thirteen member board.

The purpose of the Keep Sherman Beautiful Commission is to promote public interest in the general improvement of the environment of the City of Sherman, to initiate, plan, direct, and coordinate programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the city limits of Sherman.

The Commission's by-laws and informational fact sheet are attached.

Origination
City Council Member Cary Wacker

Staff Recommendation
As the City Council directs

Attachments
Keep Sherman Beautiful Commission By-Laws
Fact Sheet

Prepared by:
George Olson,
Community Services/Maintenance Director

Approved by:
Giles Brown, Acting City Manager

KEEP SHERMAN BEAUTIFUL COMMISSION
of the
CITY OF SHERMAN

BY-LAWS

ARTICLE I

Section 1. **Name.** The name of the organization shall be the "Keep Sherman Beautiful Commission," hereafter referred to as the "Commission," which is an advisory commission to the City Council of the City of Sherman, Texas.

Section 2. **Creation.** The Commission was organized on February 3, 1992, as an advisory commission to the City Council of the City of Sherman, Texas.

Section 3. **Mission.** The mission of the Keep Sherman Beautiful Commission, an affiliate of Keep America Beautiful, Inc., is to serve the citizens of Sherman, Texas, by recommending to and advising the Sherman City Council in the areas of effective public education, together with community and environmental improvement programs, which enhance the quality of life and economic development of the community by instilling pride and positive attitude and behavioral change regarding beautification, litter reduction, and proper solid waste management.

Section 4. **Purpose and Duties.** The duties of said Commission shall be (1) to promote public interest in the general improvement of the environment of the City of Sherman; (2) to study, investigate, develop plans, and coordinate programs for litter prevention and control in conjunction with and in cooperation with citizens, government, businesses, and industries within the city limits of Sherman; (3) to implement and maintain the Keep America Beautiful System; (4) to study, investigate, and develop recommendations for improving the health, sanitation, safety, cleanliness, and environment of the City of Sherman by beautifying the streets, highways, alleys, stream banks, lots, yards, and other similar places on both public and private property in said City, and recommendations for the removal and elimination of trash and other debris from the streets, highways, alleys, lots, yards, and other similar places; (5) to encourage the placing, planting, and/or preservation of trees, flowers, plants, shrubs, and other objects or ornamentation in said City; (6) to advise and recommend plans to the City Council of the City of Sherman for the beautification of Sherman, and otherwise promote public interest in the general improvement of the environment of the City of Sherman. Provided, however, that nothing herein shall be construed to make this Commission independent from the City Council of the City of Sherman, the City Charter, City policies and procedures, or to abridge or change the powers and duties of other commissions, committees, departments, boards, and like agencies of the City of Sherman or be in conflict with or contravene the established City policies and procedures or the City Charter.

Section 5. **Powers.** The Commission shall be advisory and shall make recommendations to the City Council. In order to perform the duties enumerated in Section 4 above, the Commission shall have the following authority, all subject to approval of the City Council:

1. To plan and coordinate community-wide efforts to achieve its goals.
2. To solicit and accept donations and appropriations of money, services, products, property, and/or facilities for expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council.

ARTICLE II

Section 1. **Structure.** The Commission shall be composed of thirteen (13) members who will serve without remuneration. The Commission shall have a Chairperson and a Vice-Chairperson.

Section 2. Membership. The members and Chairperson shall be appointed by the City Council with new terms beginning January 1 of each year. The President of the Sherman Chamber of Commerce or his authorized representative and the Parks and Recreation Director of the City of Sherman shall serve as ex-officio members of the Commission.

Section 3. Committees. The Standing Committees of the Commission shall include, but be not limited to, the following:

1. Clean-up
2. Public Awareness
3. Education
4. Beautification

Each committee shall be composed of a Committee Chairperson and such other officers and members as needed to achieve the objectives of the Committee.

Section 4. Other Committees. In addition to the Standing Committees, the Commission may establish any other committees, temporary or permanent, which, in their discretion, are necessary for the purpose of the Commission.

Section 5. Voting Rights. Each member of the Commission shall have one (1) vote. The Commission Chairperson shall vote only to break a tie. The Commission shall determine its own rules for voting, except that there shall be no secret ballots and, upon request by any member, a roll call vote shall be required for the issue being considered. Ex-officio members and members of temporary or special committees shall not have voting rights on the Commission.

ARTICLE III

Section 1. Meetings. Meetings of the Commission will be held at least monthly, except that no meeting will be held in the month of November, or when called by the Chairperson of the

Commission or by any five (5) Commission members. At least three (3) days' notice must be given before each meeting. All meetings shall be conducted in accordance with an agenda established for each meeting.

Section 2. **Quorum.** A simple majority of the total number of occupied Commission positions shall constitute a quorum for the transaction of business.

Section 3. **Transaction of Business.** Every act or decision done or made by a majority vote of the Commission members present at a duly called meeting at which a quorum is present shall be regarded as the act of the entire Commission.

Section 4. **Order of Business.** The Commission shall determine its own rules and order of business except that, upon request of any member, Roberts Rules of Order shall be followed for the designated issue. The order of business at all Commission meetings shall include the following: (1) Call to Order; (2) Quorum Determined; (3) Meeting Opened; (4) Reading and Approval of Minutes; (5) Reports of Officers, Boards and Standing Committees; (6) Report of Special Committees; (7) Unfinished Business; (8) New Business; (9) Other Business; (10) Announcements; and (11) Adjournment.

ARTICLE IV

Section 1. **Terms.** All members shall be appointed for staggered terms of two (2) years, and shall not serve for more than three (3) consecutive terms, except that the office of chairperson may be occupied for not more than two (2) consecutive years. Seven (7) members shall have terms beginning on even-numbered years, and six (6) members shall have terms beginning on odd-numbered years.

Section 2. **Attendance and Participation.** Commission members, who shall miss two (2) consecutive monthly meetings or four (4) monthly meetings in any one (1) year, are subject to removal. Commission members are expected to actively and effectively participate in the affairs of the Commission and shall (1) regularly attend monthly meetings; (2) be a contributing member of a subcommittee and/or chair of a subcommittee; (3) recruit additional volunteers; (4) represent our Keep America Beautiful affiliate at special events and as requested by the Board of Directors; (5) report to the City Council on special projects in which their subcommittee is involved; (6) be active in fund-raising as needed; (7) attend needed training sessions as required to insure up-to-date knowledge of current trends and issues associated with the duties and responsibilities of the Commission; (8) attend an initial orientation with the Chairperson to familiarize oneself with the history of the organization, its current focus, and long range strategic plans. The Commission shall review the attendance and participation of all members, and report to the City Council at any time with a recommendation for appropriate City Council action. The City Council, on its own motion or at the request of the Commission, may remove any officer or member of the Commission at any time.

Section 3. **Special Appointments.** The Commission may appoint temporary, non-voting members to serve at the will of the Commission, when deemed necessary.

Section 4. **Resignation.** Any member may resign at any time by giving written notice to the Commission Chairperson. Such resignations will take effect on the date of receipt of such notice or at a time specified therein at the election of the Commission Chairperson. The acceptance of a resignation shall not be necessary to make it effective.

<u>Section 5.</u> **<u>Vacancies.</u>** A vacancy on the Commission shall be filled in the manner prescribed in Article II, Section 2. The member appointed to such vacancy shall serve for the remainder of the term of the member replaced. If the remainder of the term is for twelve (12) months or more, it shall be considered a full term served, permitting only two (2) consecutive reappointments. If the remainder of the term is less than twelve (12) months, the appointee may be reappointed for three (3) consecutive terms.

<u>Section 6.</u> **<u>Duties.</u>** The duties are as follows:

1. <u>Commission Chairperson.</u> The Commission Chairperson shall be the spokesperson for the Commission at public functions, and ex-officio member of all committees; shall establish an agenda for all meetings except that, upon the request of two (2) Commission members, specified subjects shall be added to the agenda; shall prepare an annual report; shall appoint the Committee Chairpersons and other officers and members of all Standing Committees upon the advice and consent of the Commission; shall appoint ad hoc Committees upon the direction of the Commission; may appoint a Parliamentarian; and shall perform all other duties as the Commission elects. In addition, the Commission Chairperson shall present reports to the Commission, its members, and to the City Council as the business of the Commission and of the City may require.

2. <u>Commission Vice-Chairperson.</u> Will act in the place and stead of the Commission Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Commission.

3. <u>Committee Chairpersons.</u> Shall perform such duties as may be required of them by the Commission.

4. Treasurer. The Treasurer shall be the Director of Finance of the City of Sherman, Texas, and shall keep accurate financial records of the Commission. All funds of the Commission shall be deposited with the City.

ARTICLE V

Section 1. Management of Funds. As may be approved by the City Council from time to time, the Commission may receive and disburse funds within the limitations of appropriations, gifts and grants, and in connection with projects or undertakings, which shall be deposited with the City. The Commission, upon approval of the City Council and in accordance with state and local laws, policies and procedures, may contract with any private or public agency to the extent required for its proper operation. In January of each year, the Commission shall make its annual report to the Council on the preceding year's activities. The report shall include the Commission's actions and accomplishments in connection with each project or undertaking, and shall include as part of its report a detailed statement of its receipts and disbursements from whatever source and to whatever object for the preceding twelve (12) months. At this same time, the Commission shall present its proposed budget to the City Council for their consideration, detailing its anticipated revenues and expenditures. The City Council may, but shall not be required to, annually appropriate funds for specifically designated and budgeted items of the Commission, which funds shall be kept by the City of Sherman and dispensed in accordance with state and local statutes, ordinances, City Charter, and established City policies and procedures.

ARTICLE VI

Section 1. Amendments. These By-Laws may be amended by the City Council at any regular City Council meeting, upon its own motion or at the request of the Commission.

ARTICLE VII

Section 1. Conflicts. In the case of any conflict between an Ordinance, the City Charter or policies and procedures of the City of Sherman, and these By-Laws, the Ordinance, City Charter, or policy and procedures of the City shall control.

Section 2. Majority. As used in By-Laws, the term "majority" shall mean those votes totaling more than fifty percent (50%) of the total vote of the membership. Unless otherwise stated, all decisions will be by majority vote.

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION Res 2805 3/2/92

ESTABLISHED BY ~~ORDINANCE~~ 4463 - ~~OCTOBER~~ 17, ~~1995~~ -- RE-ESTABLISHED BY RESOLUTION 3807 - APRIL 19, 1999

1. Number of members THIRTEEN (13)
2. Term of Appointment TWO (2) YEARS
3. Consecutive Term Rule THREE YEAR TERMS
4. Qualifications for Membership INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS

   Appointed by CITY COUNCIL
6. Board Organization CHAIR, VICE CHAIR, SECRETARY
7. Departmental Responsibility CITY MANAGER
8. Meeting Date LAST WEDNESDAY OF EACH MONTH
9. Attendance Requirements NOT LESS THAN 75% OF ALL MEETINGS

==

PURPOSE:
Commission shall be to promote public interest in the general improvement of the environment of the City of Sherman, to initiate, plan, direct, and coordinate programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the city limits of Sherman.

RESPONSIBILITIES:
(1) to plan, initiate, direct, and coordinate community-wide efforts to achieve its goals. (2) to solicit and accept donations and appropriations or money, services, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council. (3) to make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Library Board (1)

Issue
Two members of the Library Board have passed away; and there was already one vacancy on the Board. Nan Jones has applied to serve on the Board.

Background
The Library Board serves in an advisory capacity to the City Librarian, the City Manager, and the City Council.

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

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is recommended that the City Council consider an appointment to the Library Board.

Alternatives
The City Council could delay appointment to the Board.

Attachments
A membership roster, fact sheet, applicant list, and application are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
Giles Brown, Acting City Manager

MEMBERSHIP ROSTER

LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Gary J. DeRosa	3	A 1/9/2001 R 1/9/2004	1/9/2004 1/9/2007	1 2	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Karen Talcott	4	A 11/18/2003	11/18/2006	1	
Vacant			3/1/2007		
Kate Whitfield	4	U 2/23/2005 R 9/30/2006	9/30/2006 9/30/2009	1 2	
Mib Garrard	4	U 9/4/2002 R 9/30/2003 R 9/30/2006	9/30/2003 9/30/2006 9/30/2009	0 1 2	
Patricia Henderson	4	A 9/30/2003 R 9/30/2006	9/30/2006 9/30/2009	1 2	
Barbara R. Brown	1	U 11/14/2000 R 9/30/2003 R 9/30/2006	9/30/2003 9/30/2006 9/30/2009	1 2 3	

NOTE:

CITY STAFF: Jacqueline Banfield, Director of Library Services
Revised 9/27/2006

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 - APRIL 14, 1948; REVISED ORDINANCE 4223 - OCTOBER 21, 1991

1. Number of Members SEVEN - ~~BOARD SHALL AT ALL TIMES HAVE NOT LESS THAN TWO MEN AMONG ITS MEMBERS~~

2. Term of Appointment THREE YEARS

3. Consecutive Term Rule THREE TERMS - ORDINANCE 4223 (10/21/91)

4. Qualifications for Membership RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS & OPERATION; APPRECIATION OF BOOKS

5. Appointed by CITY COUNCIL

6. Board Organization

CHAIRPERSON _E_ VICE CHAIRPERSON __ SECRETARY _E_

ELECTED _E_ APPOINTED __

7. Departmental Responsibility DIRECTOR OF LIBRARY SERVICES

8. Meeting Date NO RULE - AS SET BY BOARD BY-LAWS

9. Attendance Requirements NO RULE - AS SET BY BOARD BY-LAWS

PURPOSE:
Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:
Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

APPLICANT LIST

LIBRARY BOARD **Positions Vacant 3**

APPLICANT	ADDRESS	DISTRICT	QUALIFICATIONS
Nan Jones	717 Westwood	4	Former SISD Administrator and Teacher

COMMENTS:

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Lou Ann Jones - Nan Jones
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Library Board

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 717 Westwood Dr. Sherman, TX 75092	Business Name: —
Mailing Address: same	Occupation: —
Telephone: 903-892-3645 Fax:	Address: —
E-Mail: nanjones@texoma.net	Telephone: — Fax: —
Sherman Resident for 34 years County: Grayson	E-Mail: —
Drivers License No.: 05645883	
*Voter Registration No.: 7400168 ✓	

Which Council District do you live in? *(see attached map)* Dist. 4 ✓

Prior work experience: *(please include dates)*
Teacher - SISD 1975 - 1980
Administrator - SISD 1980 - 1995

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Univ. of Oklahoma / Univ. of North Texas ☒ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Home Hospice of Grayson County 1998 - present
Faith In Action 2000 - present
CASA 1998 - 2003

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? ______

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am an avid reader and a member of the Friends of the Sherman Library. I am interested in increasing literacy among children and adults and increasing programs and usage of the library.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) At this time I have not attended a Library Board meeting and do not feel qualified to address this topic.

2) ______

3) ______

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

______

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

______

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I was approached by Bobbie Hayes about serving on the board and expressed an interest.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

**I affirm that I am qualified to vote.*

Signature: Nan Jones *Date:* 2-26-2007

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. E.1

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

Section 551.071 **Consultation with the City Attorney Concerning Legal Matters or Contemplated Litigation**

Section 551.074 **Personnel Matters:**
- **(a) Discuss Process to Select a Permanent City Manager**
- **(b) Discuss Salary Adjustment for the Acting City Manager**

Section 551.074 **Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:**
- **(a) Historical Preservation Board (2)**

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. F.1

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

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 3-19-2007

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results
09/03/07 - Labor Day - Called Council Meeting on 09/04/07