

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 18, 2013
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 ROBERT G. SOFTLY](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 4, 2013](#)

Proclamation

- A.5 [PROCLAMATION](#)
“National Safe Place Week” – March 17-23, 2013

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5767](#)
Ordaining the City’s Participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (Act), Providing Tax Incentives, Designating a Liaison for Communication with Interested Parties, and Nominating the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as an Enterprise Project (Project)
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5768](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Tire Sales and Shock Replacement in a C-2 (General Commercial) District at 4213 Texoma Parkway, being 3.547 acres in the W.F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 (Ted Gordon, Owner; Chris Shelton, Tenant; and Underwood Drafting & Surveying, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5769](#)
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-2 (General Commercial) District in the 1500-1700 Blocks of U.S. Highway 75 North and 400 East Taylor Street, being 2.841 acres in the J.B. McAnair Survey, Abstract No. 763 (Formerly used as Railroad Right-of-Way) (ET Joint Venture, Eminent Holdings, LLC, P&B Eye Investments LLC, Dean Gilbert and Taylor Place LP, Owners; Todd Young, Representative; and Sartin & Associates, Inc., Surveyors)

Close Public Hearing and Consider Adoption of Ordinances

B.4 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- (a) 5767
- (b) 5768
- (c) 5769

B.5 [CONSENT AGENDA](#)

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

Resolutions

C.1 [* RESOLUTION NO. 5748](#)

Rescinding Resolution No. 5742 in its Entirety which Recognized that Tyson Fresh Meats, Inc. is a “Qualified Business” as Defined in Section 2303.402 of the Texas Enterprise Zone Act and Meets the Criteria for Designation as an Enterprise Project, as Set Forth in Section 2303, Subchapter F of the Act and Nominated the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. located in an Enterprise Zone within the Sherman City Limits to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project

C.2 [* RESOLUTION NO. 5749](#)

Accepting the Contract with Vessels Construction Company, a Division of Vescor, as Complete for the Surface Water Distribution Pipeline East – Schedule “B”

C.3 [* RESOLUTION NO. 5750](#)

Awarding a Bid to and Authorizing Execution of a Contract with Process Solutions Automation & Control Products for the Purchase of Magnetic Flow Meters and Related Equipment for the Water Production Department

C.4 [* RESOLUTION NO. 5751](#)

Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for the Purchase of an Annual Supply of Emulsified Asphalt Oil for the 2013 Seal Coat Program

C.5 [* RESOLUTION NO. 5752](#)

Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for the Purchase of an Annual Supply of Cover Stone for the 2013 Seal Coat Program

C.6 [RESOLUTION NO. 5753](#)

Confirming the Employment of the Sherman Police Department’s Police Chief

Change Order

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

Surface Water Distribution Pipeline East – Schedule “B”; Vessels Construction Company, a Division of Vescor; \$14,827.40, Increase

Other Business

D.2 * [OTHER BUSINESS](#)

Consider Request of the 2013 Earth Day Planning Committee to Temporarily Close Certain Streets for the “5th Annual Earth Day Festival” on Saturday, April 20, 2013

D.3 * [OTHER BUSINESS](#)

Final Plat Approval of the KAZ Addition in the City of Sherman’s Extra Territorial Jurisdiction (ETJ), being 8.06 acres in the Aaron Burleson Survey, Abstract No. 61; Marjan Ganji and Sougol Castro, Owners; Sartin & Associates, Inc., Surveyors (400 Block of Mitchell Road)

D.4 * [OTHER BUSINESS](#)

Replat Approval of Lots 7, 8 and 9, Block 2, O’Hanlon Ranch Addition, Phase 3, containing 0.92 acres; DGR Development Group Ltd, Owners; Sartin & Associates, Inc., Surveyors (2504, 2508 and 2512 Riata Drive)

D.5 [CITIZEN REQUESTS](#)

D.6 [MEDIA QUESTIONS](#)

D.7 [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 City Attorney Concerning Pending or Contemplated Litigation

- (a) Receive the City Attorney’s Briefing on Pending or Contemplated Litigation

Section 551.087 Deliberation Regarding Economic Development Negotiations

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from Business Prospects and Deliberate any Offers or Incentives to the Business Prospects, including the following:
 - (i) Texas Instruments Incorporated

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

Introduction of Ordinance

F.2 [INTRODUCTION OF ORDINANCE NO. 5770](#)

Designating a Certain Area as an Industrial Reinvestment Zone, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

F.3 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Robert G. Softly, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF MARCH 4, 2013

STATE OF TEXAS

§

March 4, 2013

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 4, 2013.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR PAM HOWETH.
COUNCIL MEMBERS JOHNSON, PLYLER, SOFEY,
SOFTLY.

MEMBERS ABSENT: COUNCIL MEMBER SMITH.

CALL TO ORDER

Mayor Wacker called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member David Plyler.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 18, 2013. Council Member Softly moved to approve the Minutes as presented; Second by Council Member Sofey. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5766 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 NORTH HOLLY AVENUE AND HILLCREST DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5766
STOP SIGN
(HOLLY & HILLCREST)

No citizens appeared before the City Council to discuss Ordinance 5766.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5766

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF NORTH HOLLY AVENUE AND HILLCREST DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5766
STOP SIGN
(HOLLY & HILLCREST)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Ordinance No. 5766, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5743 – AUTHORIZING THE NAMING OF CINEMA DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE NAMING OF CINEMA DRIVE.

**RES 5743
CINEMA DRIVE**

Mayor Wacker explained that the street is located on North Travis Street near the recent construction by the Texas Department of Transportation.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 5743, as presented. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5744 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH KELLY SQUARE, INC. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 115 SOUTH TRAVIS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KELLY SQUARE, INC. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 115 SOUTH TRAVIS STREET.

**RES 5744
DOWNTOWN HISTORIC
BUILDING
RESTORATION GRANT
(115 S. TRAVIS)**

ACTION TAKEN.

Motion by Council Member Sofey to approve Resolution No. 5744, as presented. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5745 – AMENDING THE 2012-2013 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2012-2013 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2013.
CONSENT AGENDA.

RES 5745
BUDGET AMENDMENT

RESOLUTION NO. 5746 – RESCINDING RESOLUTION NO. 5740 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1912 EAST ALMA AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 5740 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1912 EAST ALMA AVENUE.
CONSENT AGENDA.

RES 5746
RESCIND RES 5740
(RESIDENTIAL TAX
ABATEMENT)
(1912 E. ALMA)

RESOLUTION NO. 5747 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1908 EAST ALMA AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1908 EAST ALMA AVENUE.
CONSENT AGENDA.

RES 5747
RESIDENTIAL TAX
ABATEMENT
(1908 E. ALMA)

PAYMENT APPROVAL
STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; ADVANCE FUNDING FOR AN URBAN AREA CORRIDOR PROJECT (RELOCATION OF THE SOUTHBOUND US 75 EXIT RAMP TO FM 1417); \$400,000.00

The City Council approved payment to the Texas Department of Transportation, TxDOT, for the relocation of the existing southbound U.S. Hwy 75 exit ramp to F.M. 1417, from its existing location to a new location one mile north of F.M. 1417.

PAYMENT APPROVAL
CORRIDOR PROJECT
RAMP RELOCATION

The City requested that the Sherman-Denison Metropolitan Planning Organization include the project in their Transportation Improvement Program. Cost of the project is \$400,000 and funding is anticipated to be received from the

Sherman Economic Development Corporation and the developer.
CONSENT AGENDA.

OTHER BUSINESS

**ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED
SEPTEMBER 30, 2012 FROM PATTILLO, BROWN & HILL,
L.L.P.**

ANNUAL AUDIT

Mayor Wacker said the Audit Committee previously met with the auditor and the staff to review the report.

Robby Hefton, Assistant City Manager/CFO, said John Manning, Pattillo, Brown & Hill, apologized for his absence at the meeting but was stuck in traffic in McKinney. He would arrive at the meeting shortly if the Council had any questions. He added that the Audit Committee did meet with the auditor and staff on February 11, 2013.

Mr. Hefton said it was a “clean” audit, meaning that there were no findings, no material weaknesses, or no deficiencies. The financial results were as expected compared to the budget. There was nothing outstanding that came out of the audit, other than it was a “clean” audit opinion.

He added that Pattillo, Brown & Hill have provided great service and Mr. Manning should arrive shortly to answer any questions. Mayor Wacker said she served on the Audit Committee for several years and the firm has been very thorough and worked well with the staff.

Mayor Wacker thanked Mr. Hefton and Mary Lawrence, Controller, for their hard work, adding that the audit is an important piece of City business and they appreciated that the books are in good shape and they are looking at another good year.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to accept the Annual Audit Report, as presented. Second by Council Member Johnson.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**RECEIVE AN INFORMATIONAL UPDATE ON “THE SPLASH”
AT FAIRVIEW PARK FROM PARKS AND COMMUNITY
SERVICES DIRECTOR KEVIN WINKLER**

THE SPLASH

Kevin Winkler, Parks and Community Services Director, presented an update on The Splash at Fairview Park and an overview on the rates. This is the seventh season since the pool rehabilitation. They are currently taking applications for 60 employees, 45 lifeguards, 5 leads, and 10 cashiers/concession workers.

Sign ups begin April 1 for swim lessons for Sherman residents. Non-residents can begin signing up on April 15. On May 1 they will begin taking reservations for private rentals for Sherman residents. Non-residents can begin signing up on May 15. The Splash will open on May 23.

During 2012, there were 39,290 entries into The Splash with the busiest day showing 850 entries. Between 2007 and 2011 the yearly average has been approximately 39,000 entries. During 2012, there were 30 private rentals and 48 cabana rentals, which is also in line with the average from previous years.

Last year 508 children received swimming lessons through the Learn to Swim program. The program was restructured and the times were adjusted for the classes. Previously the average number of participants was 480 for a season.

In 2012 there were 170 season passes that were sold, but Mr. Winkler said this is an area that needs improvement. Between 2007 and 2009 there were over 700 season passes sold each season. The last time that rates were reviewed, it was decided not to increase the daily rate, which skewed the sale of the season pass.

Mr. Winkler said in reviewing the pricing, the staff reviewed cost recovery for a facility, an event or activity, or a sport. In some areas they don't look to recover any costs, such as the Easter Egg Hunt or a Halloween event. For adult sports, they recover 100%.

The industry standard in the North Texas region for the cost recovery for aquatics is about 70%. Some factors to consider when striving for this industry standard are citizen response, maintenance of equipment or the facility, weather, chemical costs, lifeguard certification/equipment cost/rental costs, and vandalism/bio hazards.

Mayor Wacker asked what the life expectancy would be on the major pieces of equipment at The Splash. Mr. Winkler said the full life expectancy would be about 20 years. This year they will redo the caulking around the edge of the pool to prevent water loss.

Mr. Winkler said this year, The Splash was at a recovery rate of 62% and the staff would like to reach 70% of cost recovery. The Parks and Recreation Advisory Board has reviewed the proposed fee changes and did agree unanimously to recommend the changes to the City Council for their consideration.

Currently the rates are \$3 daily entry fee for children and \$4 for adults (16 and up). Learn to Swim lessons are \$30 for residents and \$40 for non-residents. The proposed rate increases are \$4 daily entry fee for children and \$5 for adults (16 and up) and Learn to Swim lessons at \$35 for residents and \$45 for non-residents. All other rates were previously

reviewed and changed last time. This would also give more validity for the season pass.

George Olson, City Manager, verified that currently a season pass costs \$75 for an individual, \$110 for a family of two, and \$160 for a family of four. Punch cards currently cost \$30 for 12 visits. Mr. Winkler said the proposed rates would make the season pass more beneficial to the reoccurring visitor.

The proposed changes would bring the cost recovery rate to 70% of the budget, or a \$25,000 to \$30,000 increase in revenue. Last year's budget was \$305,000 of which 62% was recovered.

Council Member Sofey verified that the daily entry fee had been at \$3 and \$4 since the pool was remodeled into The Splash. Rates for the two cabana rental options are \$40 for residents and \$60 for non-residents. These fees would not change.

Council Member Johnson verified that the punch card would return to 10 visits for \$30, which would put them in line with the daily entry fee. Mr. Winkler said punch cards are used many times by people renting the cabanas to bring multiple guests into the pool because cabana rental fees do not include entry fees.

Deputy Mayor Howeth asked if most visitors were repeat visitors or one-time visitors. Mr. Winkler said they do track whether daily visitors are entering at a daily rate or on a season pass. Currently the single rate entry is about 70% to 75%. But with the current fees, there is not much of a benefit to having a season pass, because of the disparity of the fees.

Mayor Wacker said The Splash is a good value and a lot of fun. She reminded citizens of the key dates of April 1 and May 1 for Sherman residents to begin sign ups for Swim Lessons and rental reservations, respectively.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve the rate changes for The Splash, as presented. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

SITE PLAN APPROVAL AND EXCEPTION FOR AMERICAN REALTY CAPITOL OPERATING PARTNERSHIP, LP, OWNERS; FEDEX GROUND PACKAGE HANDLING FACILITY, TENANT; VORTEX ENGINEERING & ARCHITECTURE, INC., ENGINEER/ARCHITECT; AND ROBERT W. JONES, II, REPRESENTATIVE, UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) AND

APPROVE SITE PLAN
& EXCEPTION
(3221 NORTHGATE DR)

**410(2)(M) TO ALLOW ALUMINUM SIDING FOR THE
INSTALLATION OF TWO MODULAR DOCKS FOR FEDEX
GROUND IN LIEU OF MASONRY OR FACTORY FINISHED
METAL PANELS IN THE BLALOCK INDUSTRIAL PARK
DISTRICT AT 3221 NORTHGATE DRIVE**

The City Council approved the requested Site Plan and Exception for American Realty Capitol Operating Partnership, LP, and FedEx Ground Package Handling Facility, located at 3221 Northgate Drive in Blalock Industrial Park.

The project includes the construction of two 12' x 44' modular docks on the east side of the existing building. They would like to use aluminum siding, smooth surface and baked enamel finish on the exterior of the modular docks.

The Planning and Zoning Commission recommended approval of the Site Plan and Exception.
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

CENTRAL BUSINESS DISTRICT GRANT PROGRAM

Council Member Sofey said the Central Business District Grant Program was a great program and he felt the downtown area was slowly "getting better."

STOP SIGNS NEAR SHERMAN HIGH SCHOOL

Deputy Mayor Howeth said at the last Council Meeting they approved a lot of stop signs near Sherman High School. She said there was not as much "moaning and groaning" after the initial shock. She said traffic is doing great.

ANNOUNCEMENTS

Mayor Wacker announced the following:

- Police Chief Tom Watt will retire after 31 years of service. His retirement reception will be held on Friday, March 15, 2013 at 11 a.m.
- The Water Treatment Plant will be taken out of service from March 11 through 18, 2013 for routine pipeline modifications and inspections. During this time Sherman residents will be supplied with well water only.
- The Household Hazardous Waste pick up will be held on March 23, 2013, from 9 a.m. until 11 a.m., at City Hall. Residents should bring their most recent water bill as proof of residency to participate.

CITIZEN'S REQUESTS

MEDIA QUESTIONS

**CENTRAL BUSINESS
DISTRICT GRANT
PROGRAM**

**STOP SIGNS NEAR
SHERMAN HIGH
SCHOOL**

ANNOUNCEMENTS

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:28 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

The Splash Update



Important Dates

- April 1st– Begin sign-ups for Swim Lessons for Sherman residents. (April 15th non-residents)
- May 1st– Begin taking reservations for Private Rentals for Sherman residents. (May 15th non-residents)
- May 23rd– Opening day for The Splash.

Total Visitors

2012

39,290 entries

Busiest Day 850 entries

2007-2011

39k average



Private and Cabana Rentals

2012

30 Private Rentals

48 Cabana Rentals

2007-2011

Average 32 Private Rentals

Averaged 50 Cabana Rentals



Learn To Swim

2012

**508 Kids received lessons
(Restructured)**

2007-2011

480 average



Season Passes

2012

170 Season passes sold

2007-2009

Over 700 season passes sold
each season



Cost Recovery

Industry Standard for Aquatics – 70%

Factors:

Citizen response

Maintenance of equipment/facility

Weather

Chemical cost

Lifeguard certification/Equipment cost/Rental cost

Vandalism/Bio hazards

Rate Change Request

Current Rates

Daily Entry
\$3 for kids
\$4 for adults(16&up)

Learn To Swim
\$30 for resident
\$40 for non-resident

Requested Rates

Daily Entry
\$4 for kids
\$5 for adults(16&up)

Learn To Swim
\$35 for resident
\$45 for non-resident



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. A.5

PROCLAMATION

“National Safe Place Week” – March 17-23, 2013

Issue

To present a proclamation designating March 17 through 23, 2013 as “National Safe Place Week”

Background

Sherman’s Safe Place Program is operated by the North Texas Youth Connection and is a part of the National Safe Place Program, which has helped more than 285,000 young people in crisis since the program was developed in 1983. Locally, the program was introduced in 1998 and has served many local young people in need. Businesses serving as Safe Place locations include Wal-Mart, Texas Health Presbyterian-WNJ, Sherman Fire Department, and Douglass Distributing.

Origination

The request for this proclamation originated with the Mayor.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation designating March 17 through 23, 2013 as “National Safe Place Week.”

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “National Safe Place Week” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager



Proclamation

WHEREAS, all young people deserve to feel safe and protected in their communities, and families need to be assured their children are safe wherever they go, and

WHEREAS, our children and youth need a safe haven from child abuse, crime, substance abuse, and other negative influences, and need to have resources readily available to them when they are faced with circumstances that compromise their safety, and

WHEREAS, the Safe Place program is committed to protecting our City's most valuable asset, our youth, by offering short-term "safe places" at neighborhood locations where trained volunteers are available to counsel and advise children seeking assistance and guidance, and

WHEREAS, the week of March 17 through 23, 2013 has been designated National Safe Place Week, and is an opportunity to recognize more than 19,000 businesses and thousands of volunteers nationally who have given their time, resources, and energy to make our country a safer place for young people, and

WHEREAS, in Sherman, Safe Place is operated by the North Texas Youth Connection, which introduced the program in 1993 and has served many young people in need.

NOW THEREFORE, I, Cary Wheeler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim March 17 through 23, 2013

NATIONAL SAFE PLACE WEEK

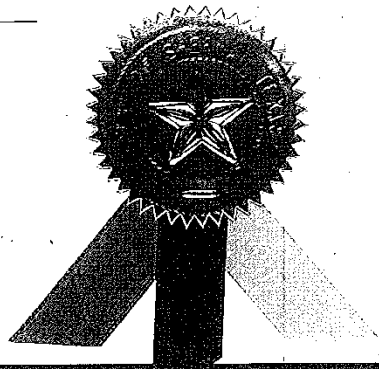
in the City of Sherman and encourage all citizens to acknowledge this week and to support the Safe Place program, recognize the efforts of adult and youth volunteers, and continue to guarantee the safety and protection of all children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this 18th day of March, 2013.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5767

Ordaining the City's Participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (Act), Providing Tax Incentives, Designating a Liaison for Communication with Interested Parties, and Nominating the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as an Enterprise Project (Project)

Issue

This ordinance provides for the City's participation in the Texas Enterprise Zone Program with respect to the Tyson project and provides parameters for potential economic and development incentives. Further, the ordinance nominates Tyson's 2013 Ground Beef Additional Volume Project to the State of Texas as an Enterprise Project.

Background

Tyson has plans to expand its meat-packing operations by adding a new line of equipment. This investment of about \$5.5 million is also expected to bring potentially dozens of new jobs as well. Tyson has requested that this project be considered for the State's Enterprise Zone Program, which would allow them to receive certain State sales tax rebates as part of the project. Tyson was previously awarded Enterprise Zone status as part of their relocation to Sherman in 2005. In order to be considered for the State's designation as an Enterprise Zone Project, this nomination from the City Council is required.

From a local incentives standpoint, this project does not meet investment standards for tax abatement. Any request for other incentives from Sherman Economic Development Corporation (SEDCO) will be communicated to us if that request arises.

Origination

SEDCO and Tyson Fresh Meats, Inc.

Financial Consideration

There is no financial consideration to the City of Sherman in the recommended course of action.

Staff Recommendation

The staff recommends adoption of this ordinance in order to secure incentives from the State of Texas, but does not recommend the granting of local inducements beyond any incentive that SEDCO may grant.

Alternatives

The City Council could deny the ordinance.

Attachments

Ordinance No. 5767

Location Map

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, Tyson Fresh Meats, Inc. has applied to the City for designation of its 2013 Ground Beef Additional Volume Project as an enterprise project; and

WHEREAS, the City finds that Tyson Fresh Meats, Inc. meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on March 18, 2013;

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

SECTION 1. That the City nominates the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. for enterprise project status.

SECTION 2. That the following local incentives, at the election of the governing body, are or will be made available to the nominated Project or activity of the qualified business in the City of Sherman:

- (a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Sherman Tax Abatement Policy, and with qualified employee being defined by the Act.
- (b) The City may provide regulatory relief to businesses, including:
 - (1) zoning changes or variances;
 - (2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - (3) streamlined permitting.
- (c) The City may provide enhanced municipal services to business, including:
 - (1) improved police and fire protection.
- (d) The City may provide improvements in community facilities, including:
 - (1) capital improvements in water and sewer facilities;
 - (2) road repair; or
 - (3) creation or improvement of parks.
- (e) The City may provide business and industrial development services, including:
 - (1) low-interest loans for businesses;
 - (2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - (3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - (4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - (5) promotion and marketing services.
- (f) The City may provide job training and employment services to businesses, including:
 - (1) retraining programs;
 - (2) literacy and employment skills programs; or
 - (3) vocational education.

SECTION 3. That the enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

SECTION 4. That the City of Sherman City Council directs and designates its City Manager as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 5. That the City finds that the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a) Tyson Fresh Meats, Inc. is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
- (b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c) The designation of the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 6. That the enterprise project shall take effect on the date of designation of the enterprise project by the EDT and shall terminate five (5) years from that date.

SECTION 7. That this ordinance shall take effect from and after its passage as the law and charter in such case provides.

SECTION 8. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Sherman
CLASSIC TOWN. BROAD HORIZON.
Engineering Department

700 350 0 700 Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5768

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Tire Sales and Shock Replacement in a C-2 (General Commercial) District at 4213 Texoma Parkway, being 3.547 acres in the W.F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 (Ted Gordon, Owner; Chris Shelton, Tenant; and Underwood Drafting & Surveying, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue

To consider the request of Ted Gordon (Owner), Chris Shelton (Tenant), and Underwood Drafting & Surveying (Surveyor) concerning the property at 4213 Texoma Parkway, being 3.547 acres in the W.F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503, to allow tire sales and shock replacement in a C-2 (General Commercial) District

Background

The property is located at 4213 Texoma Parkway, north of Frisco Road, and is zoned a C-2 (General Commercial) District. The tenant would like to open a tire sales and shock replacement business in the existing building. The building and parking lot will be upgraded to meet the requirements of the ordinance.

Origination

Ted Gordon (Owner), Chris Shelton (Tenant), and Underwood Drafting & Surveying (Surveyor)

Board Recommendation

At the February 19, 2013 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5768, Location Map, Photograph, Site Plan, P&Z Communication Form, and Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TIRE SALES AND SHOCK REPLACEMENT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4213 TEXOMA PARKWAY, BEING 3.547 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 (TED GORDON, OWNER; CHRIS SHELTON, TENANT; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Ted Gordon (Owner), Chris Shelton (Tenant), and Underwood Drafting & Surveying (Surveyor) are granted a Specific Use Permit to allow tire sales and shock replacement in a C-2 (General Commercial) District at 4213 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, Grayson County, Texas, being a part of the W.F. Patterson Survey, Abstract No. 969, and a part of the John Hendrix Survey, Abstract No. 503, and being all of the same 3.549 acre tract of land assigned to O.L. Prichard, Jr., et ux by instrument of record in Volume 1810, Page 73, of the Deed Records, Grayson County, Texas, said 3.549 acre tract being further described in Trustee's Deed of record in Volume 1822, Page 209, of said Deed Records, and being more particularly described as follows:

BEGINNING at an axle found in the east right-of-way line of Texoma Parkway for the northwest corner of said 3.549 acre tract, said axle being the southwest corner of the 3.87 acre tract of land conveyed to Michael B. Pettit, et ux, by deed of record in Volume 3818, Page 632, of the Official Public Records, Grayson County, Texas;

THENCE South 88° 43' 03" East with the south line of said 3.87 acre tract, generally south of and along an existing chain link fence line a distance of 494.04 feet to a 1/2" steel rod found near the base of a fence corner post for the southeast corner of said 3.87 acre tract, said rod being the southwest corner of the J.W. Lindley Subdivision, an addition to Grayson County, Texas;

THENCE South 89° 36' 53" East continuing along the general line of an old fence, a distance of 369.83 feet to a 1/2" steel rod found in the west line of the 3.673 acre tract of land conveyed to the Reeves Company by deed of record in Volume 2444, Page 697, of the Real Property Records, Grayson County, Texas, said rod being the northeast corner of said 3.549 acre tract;

THENCE South 35° 12' 00" West with said west line, a distance of 229.91 feet to a 5/8" steel rod found at the northeast corner of the 3.024 acre tract of land conveyed to KXII, L.P. by deed of record in Volume 2845, Page 269, of said Official Public Records, said rod being the southeast corner of said 3.549 acre tract;

THENCE North 89° 11' 25" West with the north line of said 3.024 acre tract, a distance of 757.92 feet to an axle found in the present east right-of-way line of said Texoma Parkway for the northwest corner of said 3.024 acre tract, said axle being the southwest corner of said 3.549 acre tract;

THENCE North 02° 13' 10" East with said right-of-way line, a distance of 154.51 feet to a found 1/2" steel rod;

THENCE North 29° 38' 00" East a distance of 41.77 feet to the **Point-of Beginning and containing 3.547 acres of land.**

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. Parking is permitted on paved surfaces only; a parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).

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

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

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

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

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

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



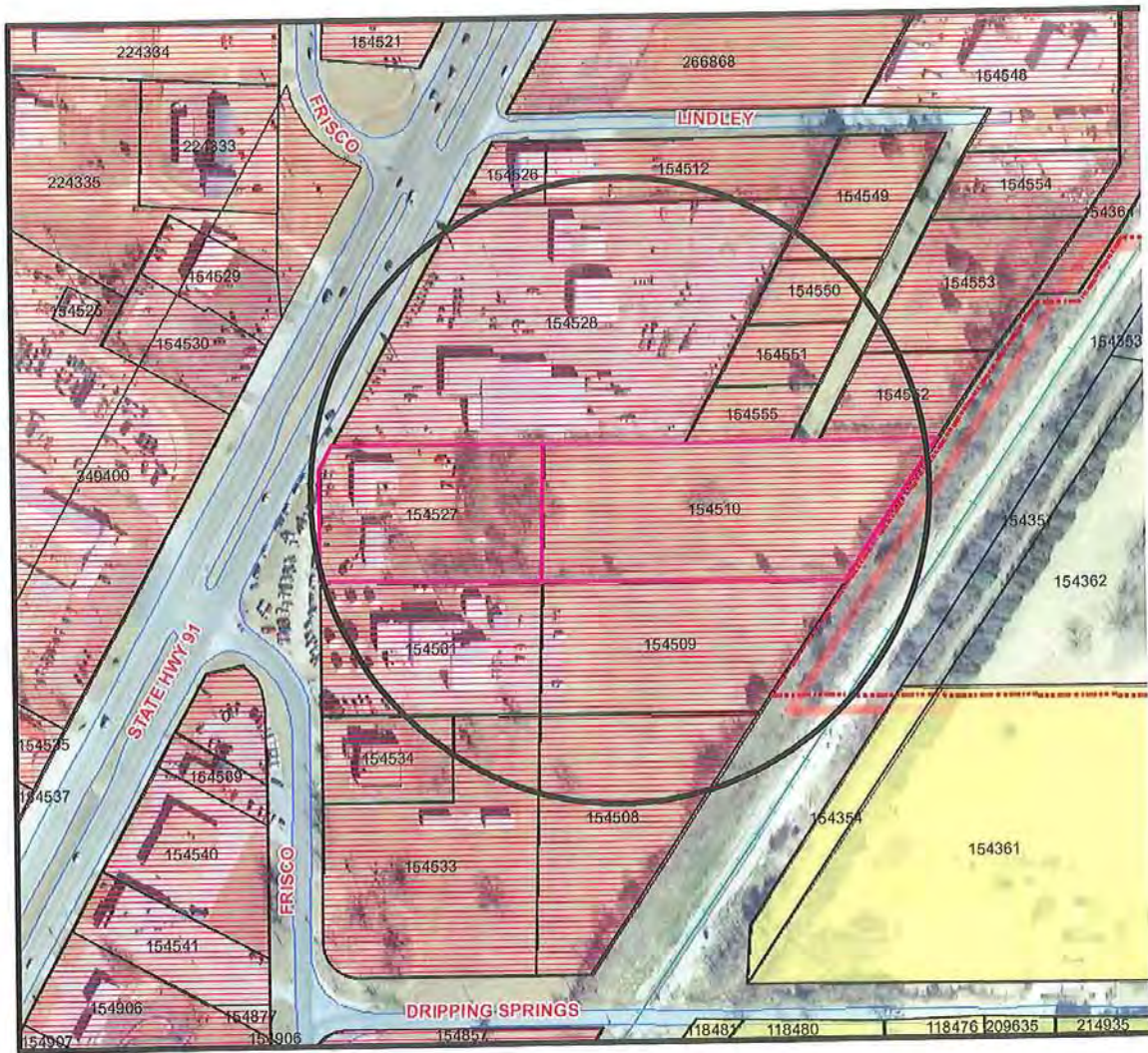
4213 Texoma Parkway

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN, BROAD HORIZON.



1 inch = 172 feet



Zoning - 4213 Texoma Parkway

Legend

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

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N
1 inch = 206 feet

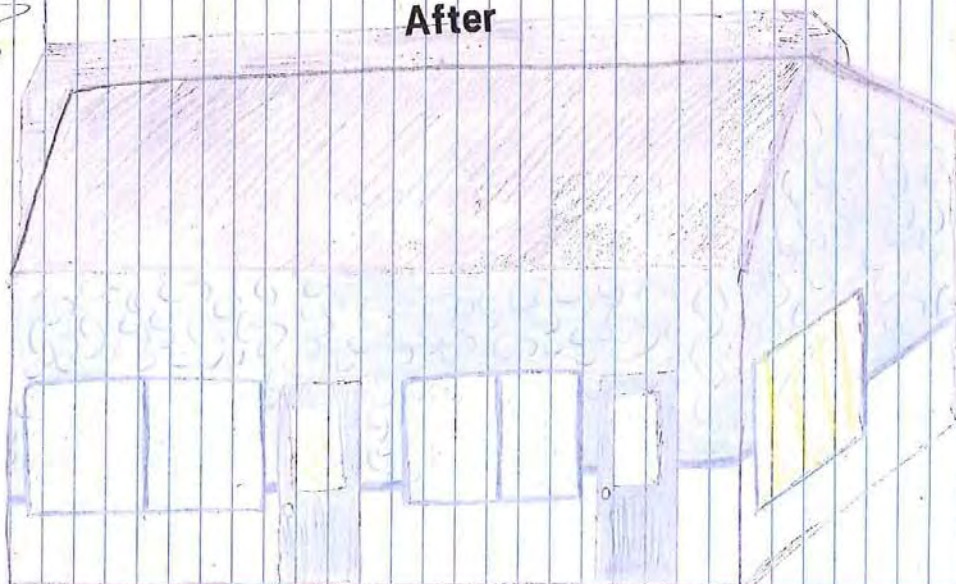
4213 Texoma Pkwy.

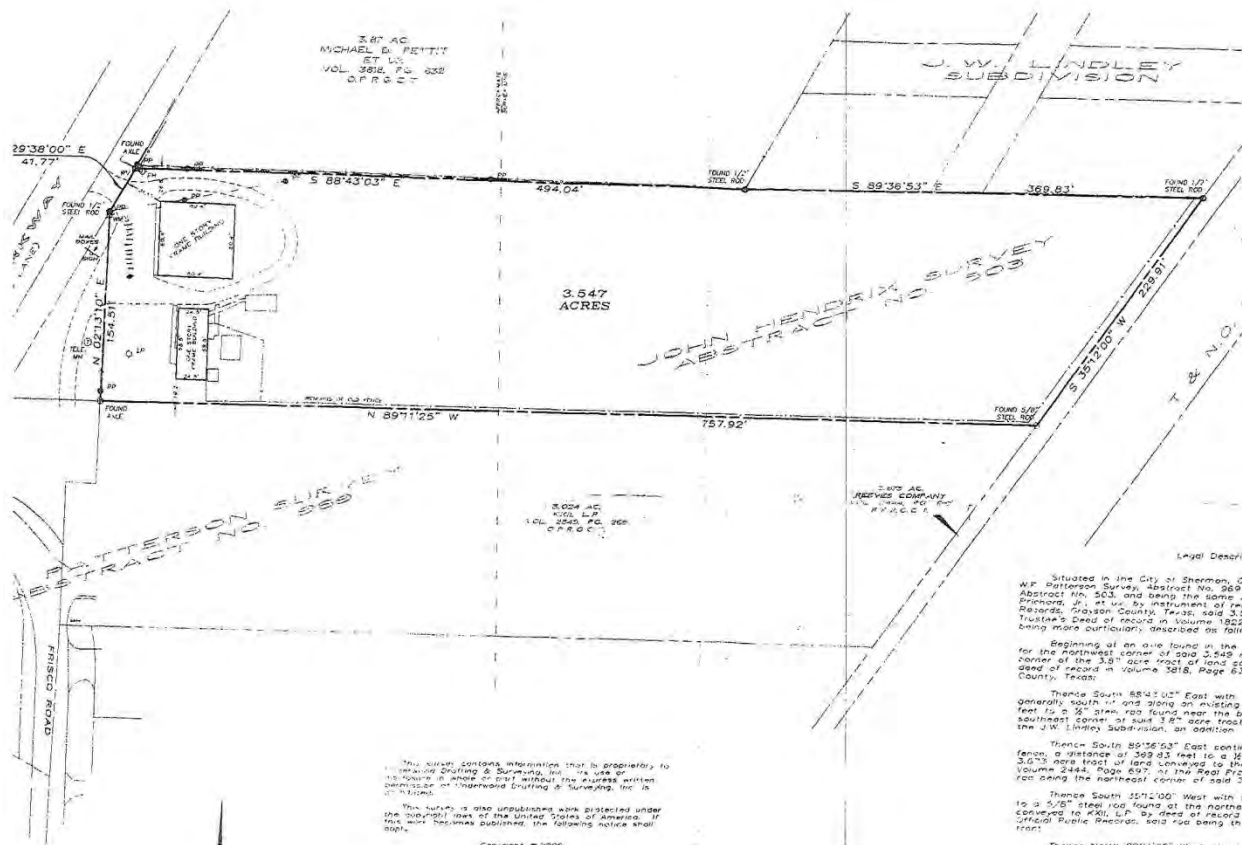


Before



After





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2013
Don Hicks, Chairman

Joe Gilbert, Vice-Chairman
Brad Morgan, Commissioner
Darren Tankersley, Commissioner
Ron Barton, Commissioner

Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Sam Thorpe, Commissioner
Ronnie Dutton, Commissioner

4213 Texoma Parkway
Being 3.547 acres in the W.F. Patterson Survey, Abstract No. 969 and
the John Hendrix Survey, Abstract No. 503
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

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

Background:

The property is located at 4213 Texoma Parkway, north of Frisco Road and is zoned a C-2 (General Commercial) District. The tenant would like to open an auto repair and tire sales business in the existing building. The building and parking lot will be upgraded to meet the requirements of the ordinance.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Ted Gordon (Owner), Chris Shelton (Tenant) and Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

9

Objections Received:

0

Attachments:

Location map

Photographs

Site Plan

Staff Review Letter

Prepared by:

Patsy Reeves,

Developmental Services Secretary

Approved by:

Scott Shadden,

Director of Developmental Services

SHERMAN



STAFF REVIEW LETTER

February 13, 2013

Ted Gordon
4209 Texoma Parkway
Sherman, TX 75090

Chris Shelton
2056 CR 2712
Caddo Mills, TX 75135

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow auto repair and tire sales in a C-2 (General Commercial) District located at 4213 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2013 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. Parking is permitted on paved surfaces only; a parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,

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

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer
P.O. BOX 1108 • SHERMAN, TEXAS 75090
903-892-7229
Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
East Whitted, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5769

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-2 (General Commercial) District in the 1500-1700 Blocks of U.S. Highway 75 North and 400 East Taylor Street, being 2.841 acres in the J.B. McAnair Survey, Abstract No. 763 (Formerly used as Railroad Right-of-Way) (ET Joint Venture, Eminent Holdings, LLC, P&B Eye Investments LLC, Dean Gilbert and Taylor Place LP, Owners; Todd Young, Representative; and Sartin & Associates, Inc., Surveyors)

Issue

To consider the request of ET Joint Venture, Eminent Holdings, LLC, P&B Eye Investments LLC, Dean Gilbert and Taylor Place LP (Owners), Todd Young (Representative), and Sartin & Associates, Inc. (Surveyors) concerning the property in the 1500-1700 blocks of U.S. Highway 75 North and 400 East Taylor Street, being 2.841 acres in the J.B. McAnair Survey, Abstract No. 763 (formerly used as railroad right-of-way) for a zone change from an R-1 (One Family Residential) District to a C-2 (General Commercial) District and O-1 (75 & 82) Overlay District

Background

The property is located at the southeast corner of U.S. Highway 75 North and East Taylor Street in the Crescent Oaks Plaza Addition. The property was formerly used as railroad right-of-way and was classified as an R-1 (One Family Residential) District. The proposal is to zone the right-of-way to match the existing zoning on the lots for commercial development.

Origination

ET Joint Venture, Eminent Holdings, LLC, P&B Eye Investments LLC, Dean Gilbert and Taylor Place LP (Owners), Todd Young (Representative), and Sartin & Associates, Inc. (Surveyors)

Board Recommendation

At the February 19, 2013 regular meeting, the Planning and Zoning Board voted 5/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter. Commission Member Gilbert abstained from this request because of a conflict of interest.

Attachments

Ordinance No. 5769; Location Map; Photograph; Site Plan; and P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5769

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-2 (GENERAL COMMERCIAL) DISTRICT IN THE 1500-1700 BLOCKS OF U.S. HIGHWAY 75 NORTH AND 400 EAST TAYLOR STREET, BEING 2.841 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (FORMERLY USED AS RAILROAD RIGHT-OF-WAY) (ET JOINT VENTURE, EMINENT HOLDINGS, LLC, P&B EYE INVESTMENTS LLC, DEAN GILBERT AND TAYLOR PLACE LP, OWNERS; TODD YOUNG, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-2 (General Commercial) District in the 1500-1700 Blocks of U.S. Highway 75 North and 400 East Taylor Street (formerly used as railroad right-of-way), and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Tract 1

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being 0.867 acres of land out of the Union Pacific Railroad property formerly used as a railroad right-of-way, being a part of the Sherman, Denison & Dallas Railway Co. right-of-way acquired by Deed from R.M. Jones and wife, M.A. Jones, on July 25, 1890, recorded in Volume 89, Page 415, Deed Records, Grayson County, Texas. All of the Sherman, Denison & Dallas Railway Co. right-of-way in and between the Cities of Sherman and Denison, in Grayson County, Texas, which includes the herein described tract of land, was conveyed to the Missouri, Kansas & Texas Railway Co., by Deed dated January 26, 1892 and recorded in Volume 96, Page 393, said Deed Records, and said Missouri, Kansas & Texas Railway Co. right-of-way is currently owned by the Union Pacific Railroad. The herein described tract of land, being more particularly described by metes and bounds as follow, to-wit:

BEGINNING at a concrete monument found in the West line of said Union Pacific Railroad property, at an angle point in the East right-of-way line of U.S. Hwy. 75 (370.59 ft. right of U.S. Hwy. 75 Centerline Sta. 963+51.08), at the Southwest corner of the herein described tract and the Southeast corner or the

most Southern corner of the Ray Childress Denison, L.P. 6.80 ac. in Vol. 4122, Pg. 743, O.P.R.G.C.T., in the South line of said R.M. Jones property acquired by said Sherman, Denison & Dallas Railway Co., said beginning monument being South 36 deg. West, 1.1 ft. from a ½ inch rebar found in concrete;

THENCE Northerly, with the West line of said Union Pacific Railroad property and the East line of said Ray Childress 6.80 ac., with a curve to the right having a Central Angle (*Delta*) of 13 deg. 59 min. 000 sec. and a Radius of 2212.30 ft. (*Chord bears North 06 deg. 57 min. 52 sec. West, 538.58 ft.*), an arc distance of 539.92 ft. to a point in the North line of said R.M. Jones property, at the Northwest corner of the herein described tract and the Southwest corner of the property acquired by said Sherman, Denison & Dallas Railway Co., on October 20, 1890, by Condemnation of a part of the R.R. Wood and others property, and recorded in Vol. 234, Pg. 534, D.R.G.C.T. and in Vol. 5, Pg. 330 of the Civil Court Minutes, Grayson County, Texas;

THENCE North 76 deg. 37 min. 22 sec. East, with the South line of said R.R. Wood property and the North line of said R.M. Jones property, over and across said railroad property, a distance of 72.03 ft. to a point at the Northeast corner of the herein described tract, said point being South 76 deg. 37 min. 22 sec. West, 30.91 ft. from the center of a brass cap found in the top of a concrete monument in the East line of said railroad property, said brass & concrete monument maintaining the Southeast corner of said R.R. Wood property acquired by said Sherman, Denison & Dallas Railway Co. and the Northeast corner of said R.M. Jones property acquired by said Railway Co., and the Northwest corner of the SHRI Corp. 3.023 ac. in Vol. 2560, Pg. 898, O.P.R.G.C.T.;

THENCE Southerly, 70 ft. radially from and East of the West line of said railroad property and 30 ft. radially from and West of the East line of said railroad property, with a curve to the left having a Central Angle (*Delta*) of 14 deg. 25 min. 47 sec. and a Radius of 2142.30 ft. (*Chord bears South 06 deg. 44 min. 28 sec. East, 538.10 ft.*), and arc distance of 539.53 ft. to a ½ inch rebar set at the Southeast corner of the herein described tract, in the South line said R.M. Jones property;

THENCE South 76 deg. 02 min. 38 sec. West, over and across said railroad property, a distance of 70.00 ft. to the **PLACE OF BEGINNING** and containing **0.867 ACRES** of land.

Tract 2

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being 1.974 acres of land out of the Union Pacific Railroad property formerly used as a railroad right-of-way, being a part of the Sherman, Denison & Dallas Railway Co. right-of-way acquired by Condemnation of a part of the R.R. Wood, and others property, on October 20,

1890, recorded in Volume 5, Page 330, Civil Court Minutes, Grayson County, Texas and recorded in Volume 234, Page 534, Deed Records, Grayson County, Texas. All of the Sherman, Denison & Dallas Railway Co. right-of-way in and between the Cities of Sherman and Denison, in Grayson County, Texas, which includes the herein described tract of land, was conveyed to the Missouri, Kansas & Texas Railway Co., by Deed dated January 26, 1892 and recorded in Volume 96, Page 393, said Deed Records, and said Missouri, Kansas & Texas Railway Co. right-of-way is currently owned by the Union Pacific Railroad. The herein described tract of land, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in a “curve” in the West line of said Union Pacific Railroad property and the East line of the Ray Childress Denison, L.P. 6.80 ac. in Vol. 4122, Pg. 743, O.P.R.G.C.T., at the Southwest corner of both the herein described tract and said R.R. Wood property acquired by said Sherman, Denison & Dallas Railway Co., in the North line of the property acquired by said Sherman Denison & Dallas Railway Co., on July 25, 1890, by Deed from R.M. Jones and wife, M.A. Jones, recorded in Vol. 89, Pg. 415, D.R.G.C.T., said beginning point being North 06 deg. 57 min. 52 sec. West., 538.58 ft. (*a Chord Bearing and Distance*) from a concrete monument found at the Southeast corner or the most Southern corner of said Ray Childress 6.80 ac.;

THENCE Northerly, with the West line of said Union Pacific Railroad property and the East line of said Ray Childress 6.80 ac., with a curve to the right having a Central Angle (*Delta*) of 31 deg. 34 min. 40 sec. and a Radius of 2212.30 ft. (*Chord bears North 15 deg. 48 min. 58 sec. East, 1203.91ft.*), an arc distance of 1219.28 ft. to a ½ inch rebar found in the South line of Taylor Street, an “East-West” city street, at the Northwest corner of the herein described tract and the Northeast corner of said Ray Childress 6.80 ac., said rebar being North 75 deg. 19 min. 56 sec. East, 21.70 ft. from a ½ inch rebar found at the most Northerly Northwest corner of said Ray Childress 6.80 ac.;

THENCE North 75 deg. 25 min. 48 sec. East, with the South line of Taylor Street, over and across said railroad property, a distance of 102.95 ft. to a ½ inch rebar set at the Northeast corner of the herein described tract, said rebar being South 75 deg. 25 min. 48 sec. West, 45.38 ft. from a ½ inch rebar found in the East line of said railroad property, at the Northwest corner of the James W. Buckner property;

THENCE Southerly, 70 ft. radially from and East of the West line of said railroad property and 30 ft. radially from and West of the East line of said railroad property, with a curve to the left having a Central Angle (*Delta*) of 33 deg. 07 min. 05 sec. and a Radius of 2142.30 ft. (*Chord bears South 17 deg. 01 min. 58 sec. West, 1221.12 ft.*), and arc distance of 1238.29 ft. to a point at the Southeast corner of the herein described tract, in the South line said R.R. Wood property and the North line of said R.M. Jones property, said point being South 76 deg. 37

min. 22 sec. West, 30.91 ft. from the center of a brass cap found in the top of a concrete monument in the East line of said railroad property, said brass & concrete monument maintaining the Southeast corner of said R.R. Wood property acquired by said Sherman, Denison & Dallas Railway Co. and the Northeast corner of said R.M. Jones property acquired by said Railway Co., and the Northwest corner of the SHRI Corp. 3.023 ac. in Vol. 2560, Pg. 898, O.P.R.G.C.T.;

THENCE South 76 deg. 37 min. 22 sec. West, over and across said railroad property, a distance of 72.03 ft. to the **PLACE OF BEGINNING** and containing **1.974 ACRES** of land.

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

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

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

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

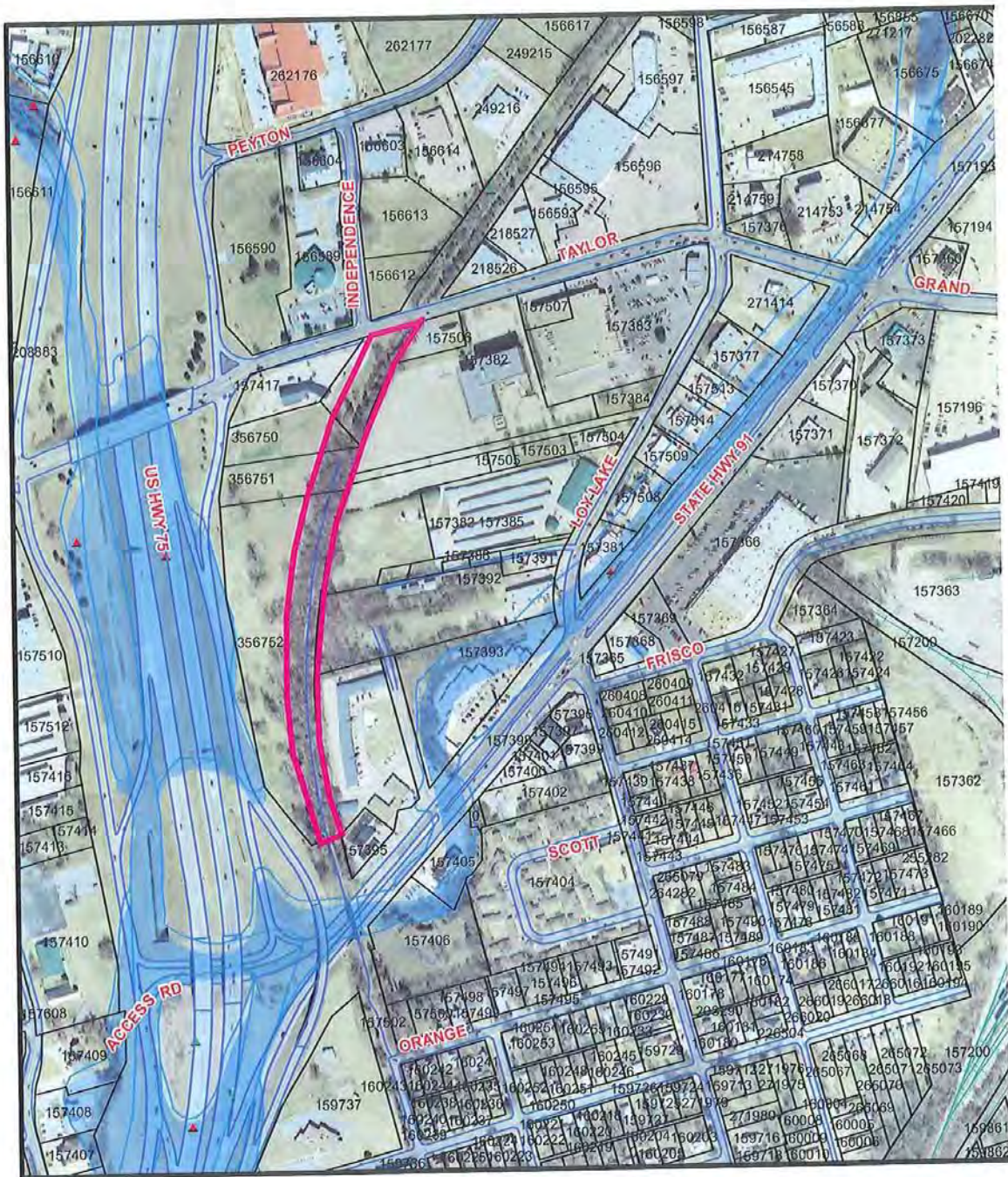
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



1500-1700 Blks Hwy 75 N.

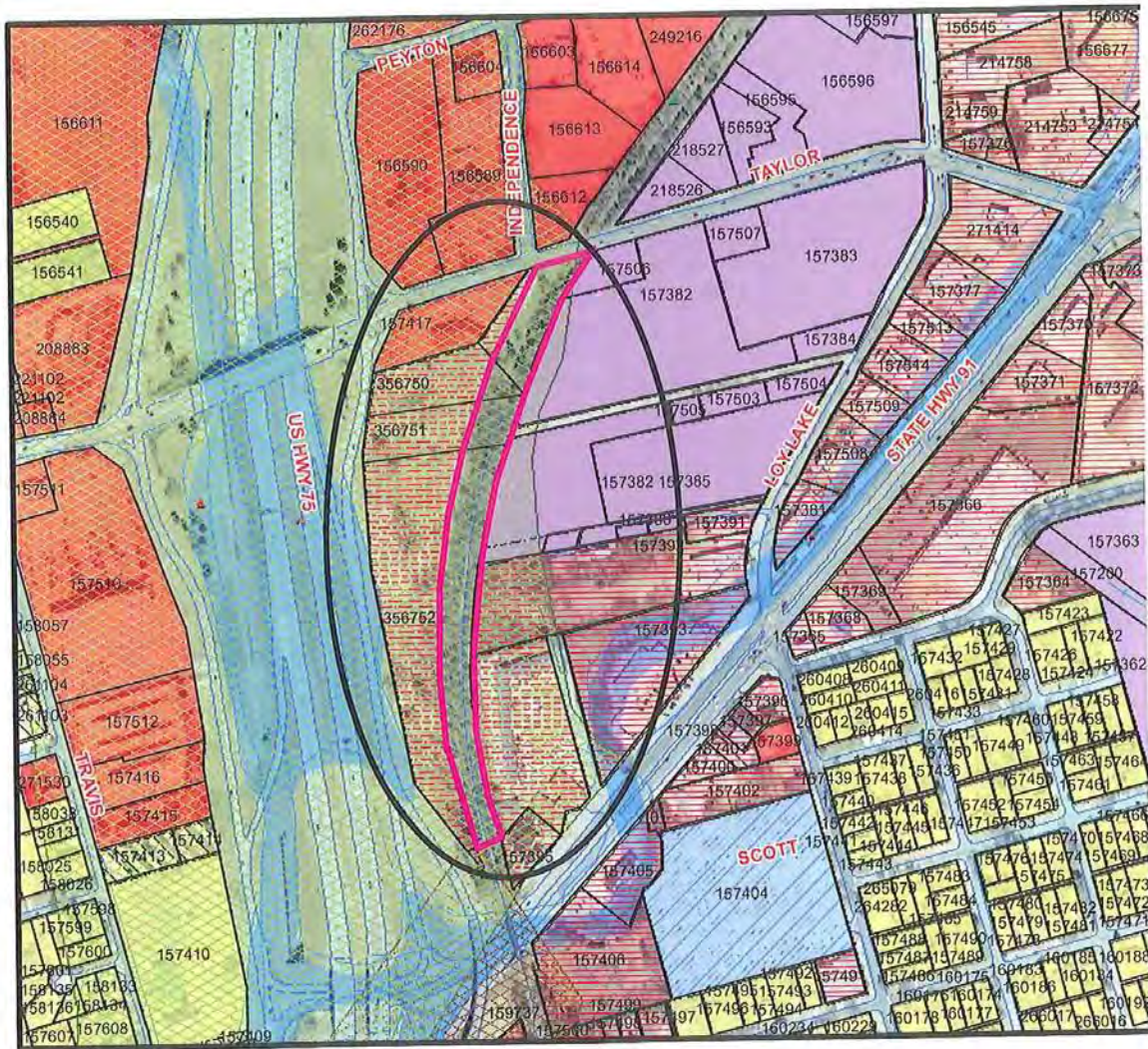
400 E. Taylor

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



1 inch = 429 feet



Zoning - 1500-1700 Blks Hwy 75 N. 400 E. Taylor

Legend

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

City of Sherman, Texas
Developmental Services Department

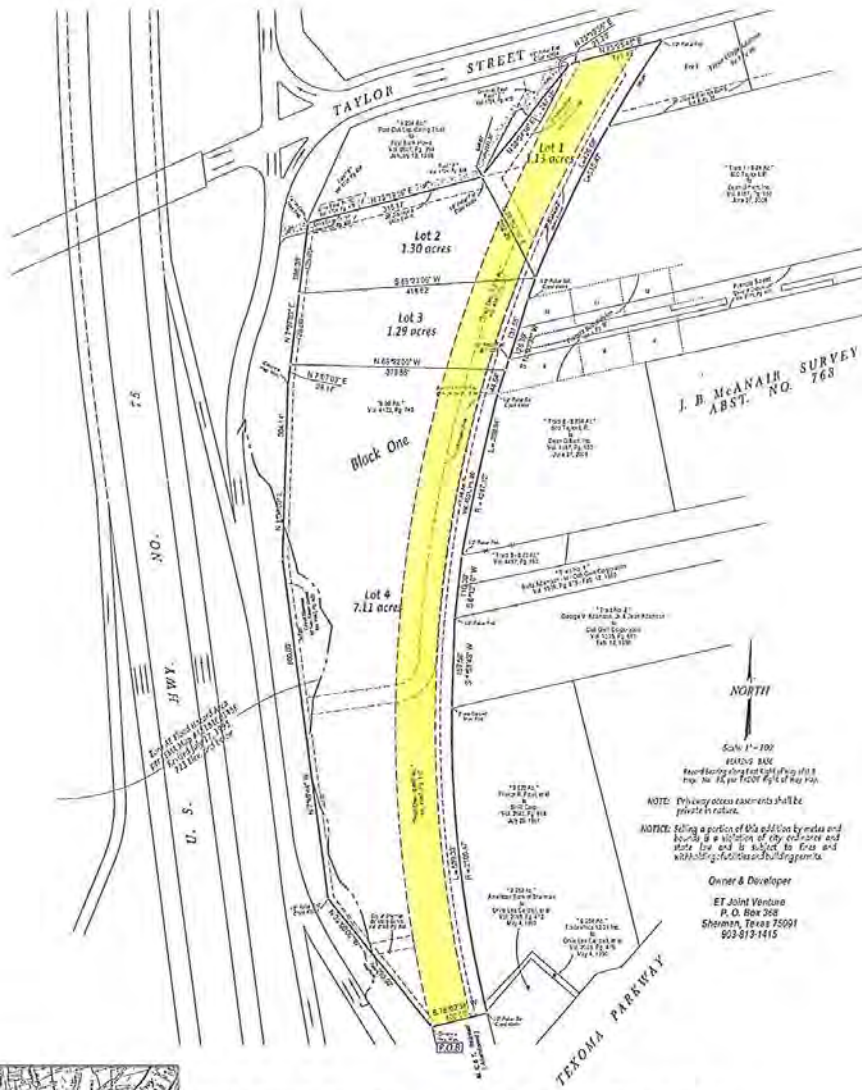
Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 429 feet

1500-1700 Blk. Hwy 75 N. & 400 E. Taylor





CRESCENT OAKS PLAZA (Being 10.83 Acres) to The CITY of SHERMAN, TEXAS

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
1015 Texas, P.O. Box 1881 Sherman, Texas 75091-1881
Tel: (903) 494-8881 Fax: (903) 494-8881

SHEET 1 OF 2
CRS034881.PCS

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2013
Don Hicks, Chairman

Joe Gilbert, Vice-Chairman
Brad Morgan, Commissioner
Darren Tankersley, Commissioner
Ron Barton, Commissioner

Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Sam Thorpe, Commissioner
Ronnie Dutton, Commissioner

1500-1700 Blocks of U.S. Highway 75 North & 400 E. Taylor Street
Being 2.841 acres in the J.B. McAnair Survey, Abstract No. 763.
(Formerly used as Railroad-Right-of Way)
Zone Change

Requested Action/Proposed Use:

Planning and Zoning Commission

Zone Change from an R-1 (One Family Residential) District to a C-2 (General Commercial) District and O-1 (75 & 82) Overlay District.

Background:

The property is located at the southeast corner of U.S. Highway 75 North and E. Taylor Street in the Crescent Oaks Plaza Addition. The property was formerly used as railroad right-of-way and was classified as an R-1 (One Family Residential) District. The proposal is to zone the right-of-way to match the existing zoning on the lots for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District, C-2 (General Commercial) District and M-1 (Light Manufacturing) District

Origination:

ET Joint Venture, Eminent Holdings, LLC, P&B Eye Investments LLC, Dean Gilbert and Taylor Place LP (Owners), Todd Young (Representative) and Sartin & Associates, Inc. (Surveyors)

Master Plan Designation:

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

Number of notices mailed:

9

Objections Received:

0

Attachments:

Location map
Photographs
Site Plan

Prepared By:

**Patsy Reeves
Developmental Services Secretary**

Approved By:

**Scott Shadden,
Director of Developmental Services**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5767, 5768 and 5769

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5767

Ordaining the City's Participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (Act), Providing Tax Incentives, Designating a Liaison for Communication with Interested Parties, and Nominating the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as an Enterprise Project (Project)

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5768

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Tire Sales and Shock Replacement in a C-2 (General Commercial) District at 4213 Texoma Parkway, being 3.547 acres in the W.F. Patterson Survey, Abstract No. 969 and the John Hendrix Survey, Abstract No. 503 (Ted Gordon, Owner; Chris Shelton, Tenant; and Underwood Drafting & Surveying, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5769

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-2 (General Commercial) District in the 1500-1700 Blocks of U.S. Highway 75 North and 400 East Taylor Street, being 2.841 acres in the J.B. McAnair Survey, Abstract No. 763 (Formerly used as Railroad Right-of-Way) (ET Joint Venture, Eminent Holdings, LLC, P&B Eye Investments LLC, Dean Gilbert and Taylor Place LP, Owners; Todd Young, Representative; and Sartin & Associates, Inc., Surveyors)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. B.5

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5748

Rescinding Resolution No. 5742 in its Entirety which Recognized that Tyson Fresh Meats, Inc. is a “Qualified Business” as Defined in Section 2303.402 of the Texas Enterprise Zone Act and Meets the Criteria for Designation as an Enterprise Project, as Set Forth in Section 2303, Subchapter F of the Act and Nominated the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. located in an Enterprise Zone within the Sherman City Limits to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project

C.2 * RESOLUTION NO. 5749

Accepting the Contract with Vessels Construction Company, a Division of Vescor, as Complete for the Surface Water Distribution Pipeline East – Schedule “B”

C.3 * RESOLUTION NO. 5750

Awarding a Bid to and Authorizing Execution of a Contract with Process Solutions Automation & Control Products for the Purchase of Magnetic Flow Meters and Related Equipment for the Water Production Department

C.4 * RESOLUTION NO. 5751

Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for the Purchase of an Annual Supply of Emulsified Asphalt Oil for the 2013 Seal Coat Program

C.5 * RESOLUTION NO. 5752

Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for the Purchase of an Annual Supply of Cover Stone for the 2013 Seal Coat Program

D.1 * CHANGE ORDER NO. 1

Surface Water Distribution Pipeline East – Schedule “B”; Vessels Construction Company, a Division of Vescor; \$14,827.40, Increase

D.2 * OTHER BUSINESS

Consider Request of the 2013 Earth Day Planning Committee to Temporarily Close Certain Streets for the “5th Annual Earth Day Festival” on Saturday, April 20, 2013

D.3 * OTHER BUSINESS

Final Plat Approval of the KAZ Addition in the City of Sherman’s Extra Territorial Jurisdiction (ETJ), being 8.06 acres in the Aaron Burleson Survey, Abstract No. 61; Marjan Ganji and Sougol Castro, Owners; Sartin & Associates, Inc., Surveyors (400 Block of Mitchell Road)

D.4 * OTHER BUSINESS

Replat Approval of Lots 7, 8 and 9, Block 2, O’Hanlon Ranch Addition, Phase 3, containing 0.92 acres; DGR Development Group Ltd, Owners; Sartin & Associates, Inc., Surveyors (2504, 2508 and 2512 Riata Drive)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5748**

Rescinding Resolution No. 5742 in its Entirety which Recognized that Tyson Fresh Meats, Inc. is a “Qualified Business” as Defined in Section 2303.402 of the Texas Enterprise Zone Act and Meets the Criteria for Designation as an Enterprise Project, as Set Forth in Section 2303, Subchapter F of the Act and Nominated the 2013 Ground Beef Additional Volume Project of Tyson Fresh Meats, Inc. located in an Enterprise Zone within the Sherman City Limits to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project

Issue

This agenda item would serve to rescind Resolution No. 5742, approved at the February 18, 2013 City Council meeting, at the request of the Sherman Economic Development Corporation.

Background

This agenda item rescinds Resolution No. 5742 and replaces it with Ordinance No. 5767, which is on the agenda for this Council meeting. The Ordinance is needed because it reflects the preferred language provided by the State for participation in the Enterprise Zone Program.

Origination

SEDCO and Tyson Fresh Meats, Inc.

Financial Consideration

There is no financial consideration to the City of Sherman in the recommended course of action.

Staff Recommendation

The staff recommends approval of this resolution to rescind Resolution No. 5742.

Alternatives

None recommended

Attachments

Resolution No. 5748

Resolution No. 5742

Location Map

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5748

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 5742 IN ITS ENTIRETY WHICH RECOGNIZED THAT TYSON FRESH MEATS, INC. IS A "QUALIFIED BUSINESS" AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT AND NOMINATED THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC., LOCATED IN AN ENTERPRISE ZONE WITHIN THE SHERMAN CITY LIMITS TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; DECLARING AN EFFECTIVE DATE; 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 Resolution No. 5742, approved at the February 18, 2013 meeting of the Sherman City Council, be and is hereby rescinded in its entirety.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

RESOLUTION NO. 5742

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THAT TYSON FRESH MEATS, INC. IS A "QUALIFIED BUSINESS" AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; NOMINATING THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC., LOCATED IN AN ENTERPRISE ZONE WITHIN THE SHERMAN CITY LIMITS TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; DECLARING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has previously passed Ordinance No. 5634 electing to participate in the Texas Enterprise Zone Program; and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. 5634; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDT") through the Economic Development Bank will consider the Tyson Fresh Meats, Inc. 2013 Ground Beef Additional Volume Project (the "Tyson Project") as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Tyson Fresh Meats, Inc. has applied to the City for designation of the Tyson Project as an enterprise project; and

WHEREAS, the City finds that the Tyson Project meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Tyson Fresh Meats, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of the Tyson Project as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that the Tyson Project meets the criteria for tax relief and other incentives adopted by the City and nominates the Tyson Project for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate the Tyson Project as an enterprise project pursuant to the Act;

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

SECTION 1. That the findings of the City and its actions approving this resolution taken at the City Council Meeting are hereby approved and adopted.

SECTION 2. That the City hereby nominates the Tyson Project for enterprise project status.

SECTION 3. That Tyson Fresh Meats, Inc. is a "qualified business", as defined in Section 2303.402 of the Act and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

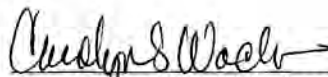
SECTION 4. That the enterprise project shall take effect on the date of designation of the enterprise project by the EDT and shall terminate five (5) years from that date.

SECTION 5. 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 18th day of February, 2013.

CITY OF SHERMAN, TEXAS

BY:


CAROLYN S. WACKER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: Brandon S. Shelby
BRANDON S. SHELBY
CITY ATTORNEY



Sherman
CLASSIC TOWN, BROAD HORIZON,
Engineering Department

700 350 0 700 Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5749**

**Accepting the Contract with Vessels Construction Company, a Division of Vescor,
as Complete for the Surface Water Distribution Pipeline East – Schedule “B”**

Issue

To consider acceptance of the contract with Vessels Construction Company, a Division of Vescor, as complete for the Surface Water Distribution Pipeline East – Schedule “B”

Background

Vessels Construction Company, a Division of Vescor, has completed all work required under its contract for the Schedule “B” portion of the second feed from the Water Treatment Plant. This portion of the pipeline runs from US Highway 75 along Kerr Chapel Road and White Way to Plainview Road.

Origination

Greater Texoma Utility Authority (GTUA)

Financial Consideration

The project was funded through a GTUA revenue bond issue.

Staff Recommendation

It is recommended that the attached resolution be approved by the City Council.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5749

Project Completion Certifications

Project Location Map

Prepared by:
Mark Gibson, Director of Engineering and Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5749

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH VESSELS CONSTRUCTION COMPANY, A DIVISION OF VESCOR, AS COMPLETE FOR THE SURFACE WATER DISTRIBUTION PIPELINE EAST – SCHEDULE “B”; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has entered into a Contract for the Surface Water Distribution Pipeline East – Schedule “B” with Vessels Construction Company, a Division of Vescor; and

WHEREAS, representatives of the City of Sherman and the project engineer have inspected the Surface Water Distribution Pipeline East – Schedule “B” and found the project to be complete;

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

SECTION 1. That the City of Sherman hereby formally accepts the contracted work of Vessels Construction Company, a Division of Vescor, for the Surface Water Distribution Pipeline East – Schedule “B”.

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 _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

MORRIS ENGINEERS

February 26, 2013

Mark Gibson, P.E., Director of Engineering & Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

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

**RE: Surface Water Distribution Pipeline East – Schedule “B”, Sherman, Texas
Vessels Construction
Project Close-out**

Gentlemen:

Enclosed are a final payment request and project close-out documents for work completed by Vessels Construction on the Schedule “B” of the Surface Water Distribution Pipeline East project in Sherman. The total value of work is \$660,087.21. You previously paid the Contractor \$601,992.63. The amount of final payment due is \$58,094.58.

I am also enclosing the following documents for your records:

Contractor’s Certification and Guarantee
Consent of Surety to Final Payment
Engineer’s Certificate of Project Completion

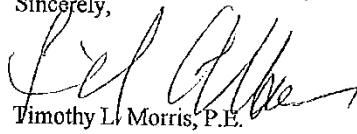
Item 32 of the Special Conditions of the contract documents provides that the Contractor guarantee all the work under the contract to be free from faulty materials and improper workmanship and agree to replace without cost to the Owner such work as may be found to be improper. If the Contractor fails to correct defective work, Owner may, after seven days written notice to Contractor, correct and remedy the deficiency and bill the Contractor for expenses incurred. This guarantee covers a period of one year and is documented by the Contractor’s Certification and Guarantee.

Also enclosed is Change Order No. 1 to reconcile the contract price to final quantities of work. The change order increases the contract price by \$14,827.40 to \$660,087.21. If

the change order meets your approval, please sign it where indicated and return a copy to us for distribution.

Please call me if you have any questions or require additional information.

Sincerely,



Timothy L. Morris, P.E.

Enclosures

c: Vessels Construction (w/encl.)
Tim Cline, City of Sherman
Contract file (w/encl.)

MORRIS ENGINEERS

ESTIMATE NO: Final

Date: 2/22/2013

PROJECT DESCRIPTION: Surface Water Distribution Pipeline East

OWNER: GTUA

ADDRESS: 5100 Airport Dr. Denison, Tx 75020

CONTRACTOR: Vessels Construction A Division of Vescor, Inc.

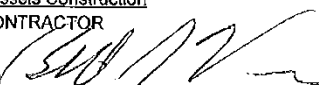
ADDRESS: PO Box 28 - Sherman, TX 75091

Original Contract Amount	\$	645,259.81	Date of Contract Time Commencement	September 24, 2012
Total Additions	\$	14,827.40	Days Allowed in Contract	180
Total Deductions				
Contract as Revised to Date	\$	660,087.21		
Total Amount of Work Done to Date	\$	660,087.21		
Materials on Hand	\$	-		
Total Work and Materials	\$	660,087.21		
Amount Retained ⁰ / ₃ %				
Balance	\$	660,087.21		
Less Previous Payments	\$	601,992.63		
Amount Due This Application	\$	58,094.58		

CONTRACTOR's Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Vessels Construction
CONTRACTOR

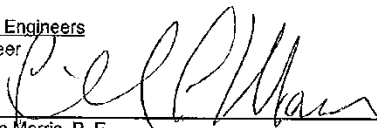
Dated: _____, 2013

By:  _____

ENGINEER's Recommendation:

This application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated Mar 4, 2013 Morris Engineers
Engineer

By:  _____
Tim Morris, P. E.

Item No.	Description	U/M	Estimated Qty	Qty This Estimate	Qty Previous Estimates	Total Qty Complete	Unit Price	Amount Complete To Date
1	18" SDR 25	Lf	10118	248	10118	10366.00	\$ 41.33	\$ 428,426.78
2	8" SDR 25	Lf	75		75	75.00	\$ 16.75	\$ 1,256.25
3	18" BFV	Ea	11		11	11.00	\$ 3,166.00	\$ 34,826.00
4	8" Gate Valves	SY	1		1	1.00	\$ 961.00	\$ 961.00
5	12" Tapping Sleeve & Valve	Ea	1		1	1.00	\$ 3,765.00	\$ 3,765.00
6	Fire Hydrant Assembly	Ea	5	1	5	6.00	\$ 3,705.00	\$ 22,230.00
7	Blow Off Assembly	Ea	2		2	2.00	\$ 2,349.00	\$ 4,698.00
8	Fittings	Ls	1	\$2,520.56	1	1.00	\$ 19,280.00	\$ 21,800.56
9	2" Service Connection	Ea	1		1	1.00	\$ 1,663.00	\$ 1,663.00
10	Air Valve Assembly	Ea	5		5	5.00	\$ 4,110.00	\$ 20,550.00
11	18" CI 150 DIP Creek crossing	Lf	220		220	220.00	\$ 132.00	\$ 29,040.00
12	Bore & Case Travis St.	Ls	1		1	1.00	\$ 13,139.00	\$ 13,139.00
13	Bore & Case Loy Lake Rd.	Ls	1		1	1.00	\$ 24,687.00	\$ 24,687.00
14	HMAC Dwy & street repairs	Lf	100	100	0	100.00	\$ 37.00	\$ 3,700.00
15	Gravel Dwy & street repairs	Lf	82	82	0	82.00	\$ 22.73	\$ 1,863.86
16	Trench Protection	Lf	10118		10118	10118.00	\$ 0.08	\$ 809.44
17	SWPPP	Ls	1		1	1.00	\$ 41,713.00	\$ 41,713.00
18	Traffic control	Ls	1		1	1.00	\$ 626.00	\$ 626.00
19	Replace fence	Lf	540	270	270	540.00	\$ 2.00	\$ 1,080.00
20	Priefert Gate & Braces	Ea	3	1	0	1.00	\$ 824.00	\$ 824.00
21	Seeding	Lf	10118	10118	0	10118.00	\$ 0.24	\$ 2,428.32
	Total							\$ 660,087.21

CERTIFICATE OF PROJECT COMPLETION

PROJECT: Surface Water Distribution Pipeline East - Schedule "B", Sherman, TX

DATE OF ISSUANCE: 2/26/13

OWNER: Greater Texoma Utility Authority

CONTRACTOR: Vessels Construction

ENGINEER: Morris Engineers

This Certificate of Project Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

all specified work

To: Greater Texoma Utility Authority
[OWNER]

And To: Vessels Construction
[CONTRACTOR]

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

2/19/13
DATE OF COMPLETION

From the date of Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: Security, operation, safety, maintenance, heat, utilities, insurance

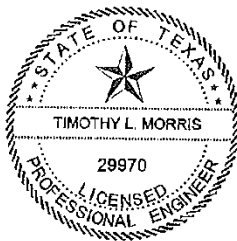
CONTRACTOR: Warranties and guarantees

The following documents are attached to and made a part of this Certificate:

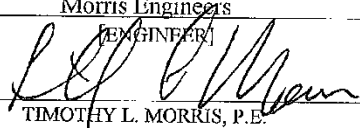
n/a

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on March 4, 2013.



By:

Morris Engineers
[ENGINEER]

TIMOTHY L. MORRIS, P.E.

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 2-22-13

Project: Surface Water Distribution Pipeline East

Owner: City of Sherman, Texas

Contractor: Vessels Construction

Date of Contract: 9/19/12

Date of Project Completion: 2-19-13

Final Contract Amount: \$660,087.21

The CONTRACTOR certifies that (1) all payments received from OWNER on account of Work done under the Contract have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work; and (2) title to all materials and equipment incorporated in said Work will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion that all work under the Contract is free from faulty materials and equipment in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damage caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Warranties and guarantees provided by manufacturers of devices and equipment shall not diminish CONTRACTOR's responsibility under this certification and guarantee.

CONTRACTOR: Vessels Construction

BY: [Signature] Pres.

DATE: 2-22-13

ATTEST: [Signature] R. M. Montgomery

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT: Surface Water Distribution Pipeline East, Schedule B
(name, address) Sherman, TX

TO (Owner)

☐ Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

☐ PROJECT NO: N/A

☐ CONTRACT FOR: Water Lines, Valves, Fire
Hydrants and Appurtenances

CONTRACTOR:

☐ CONTRACT DATE: September 24, 2012

VESSELS CONSTRUCTION, A DIV OF VESCOR, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

SURETEC INSURANCE COMPANY
1330 POST OAK BLVD., #1100, HOUSTON, TX 77056

, SURETY COMPANY,

on bond of (here insert name of Contractor)

VESSELS CONSTRUCTION, A DIV OF VESCOR, INC.
P. O. BOX 28, SHERMAN, TX 75090

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

GREATER TEXOMA UTILITY AUTHORITY
5100 AIRPORT DRIVE, DENISON, TX 75020

, OWNER,

as set forth in the said Surety Company's bond, Bond No. 4387218

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 25th day of February, 2013.

SURETEC INSURANCE COMPANY
Surety Company

Lisa Borhaug
Signature of Authorized Representative

Attest:
(Seal):

Pat Pinchback
Pat Pinchback, Witness

Lisa Borhaug
Title Attorney-In-Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTORS AFFIDAVIT OF PAYMENT AND DEBTS AND
CLAIMS, Current Edition

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Steven W. Lewis, Allen Sparks, Eric Lesch, Lisa Borhaug, Roger Bales

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2014 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

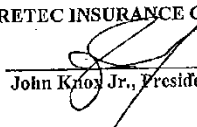
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

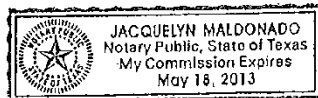
SURETEC INSURANCE COMPANY

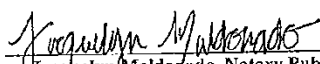
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



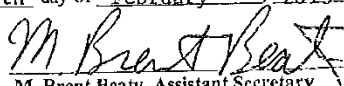
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



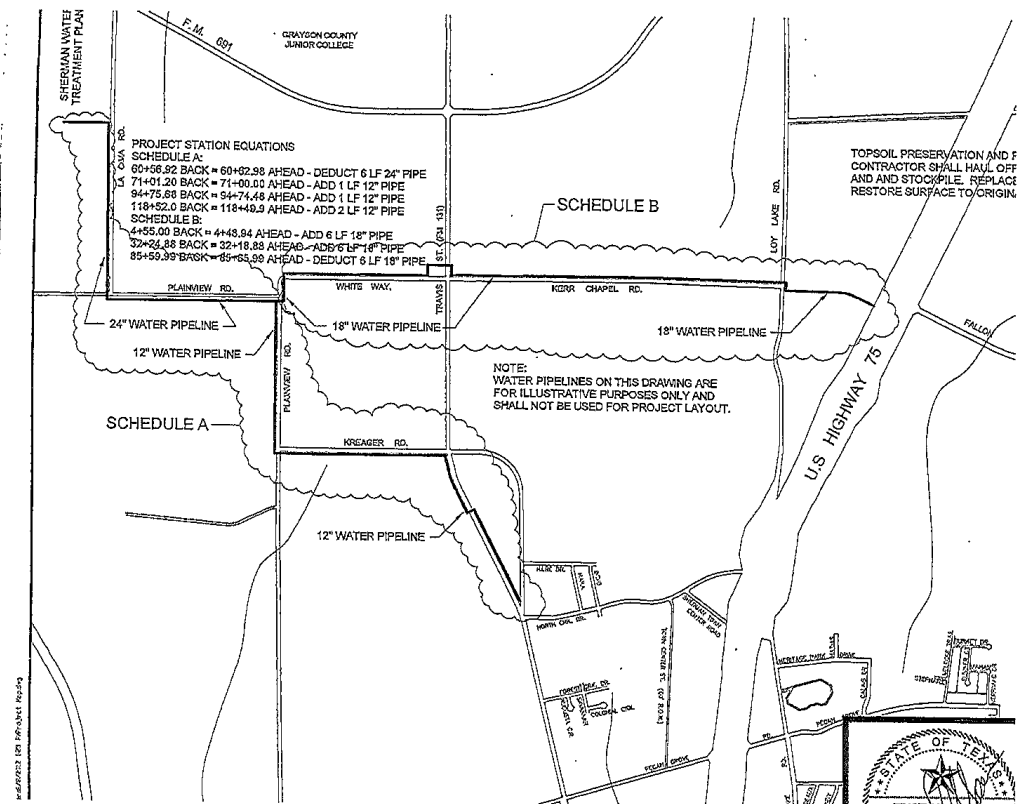

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of February, 2013, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5750**

**Awarding a Bid to and Authorizing Execution of a Contract with
Process Solutions Automation & Control Products for the Purchase of
Magnetic Flow Meters and Related Equipment for the Water Production Department**

Issue

Awarding a bid to and authorizing execution of a contract with Process Solutions Automation & Control Products for the purchase of magnetic flow meters and related equipment throughout the City's Water Production facilities

Background

The current Capital Improvement Program (CIP) contains a project to upgrade meters and the telemetry system in the Water Production area. Three (3) bidders responded to the request for proposals. The low bidder, McCauley Control Company, did not meet the specifications for the project; thus the project will be awarded to the second low bidder, Process Solutions, in the amount of \$199,014.53.

Origination

Department of Utilities Administration

Financial Consideration

The current CIP contains \$350,000 for the Water Production upgrades.

Staff Recommendation

It is recommended that the City Council award the contract to Process Solutions Automation & Control Products in the amount of \$199,014.53.

Alternatives

As may be directed by City Council

Attachments

Resolution No. 5750
Bid Tabulation
CIP Project Sheet
Proposal

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5750

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PROCESS SOLUTIONS AUTOMATION & CONTROL PRODUCTS FOR THE PURCHASE OF MAGNETIC FLOW METERS AND RELATED EQUIPMENT FOR THE WATER PRODUCTION 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 Process Solutions Automation & Control Products is hereby awarded the bid for the purchase of Magnetic Flow Meters and Related Equipment for the Water Production Department; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Process Solutions Automation & Control Products for the purchase of Magnetic Flow Meters and Related Equipment for the Water Production Department, 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 _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Process Solutions

Automation & Control Products

To: CITY OF SHERMAN, TEXAS
Municipal Building
405 N. Rusk Street
Sherman, TX

Tel: 903-892-7218

ATTN: FINANCE DEPARTMENT

SUBJ: REQUEST FOR BIDS – BID NO 2013-04;
MAGNETIC FLOW METERS AND APPURTENANT MATERIALS AND RELATED
EQUIPMENT

Dear Mary,

Process Solutions Corp has been in business since 1999 and is a proud representative of ABB products. ABB Inc. is a global company with manufacturing and engineering facilities in over 100 countries.

Please find within, the requested proposal from Process Solution Corp for the ABB WaterMaster Magnetic Flow Meters. We look forward to doing business with you. If you have any further questions, please do not hesitate to call.

Best Regards,

Tony Shekari
General Manager



Process Solutions

Automation & Control Products

4134 Bluebonnet Drive, Suite 111
Stafford, TX 77477

Phone: 281-491-3833

Fax: 281-754-4792

e-mail csmith@pscctexas.com

Q U O T E : AAAQ5808

Date: 03/01/13

Acc't No.:

JH

Sold To: Phone: (903) 892-7321

City of Sherman
Oscar Canales
243 La Cima Dr
Sherman, Texas 75092
United States of America

P.O. No.

Ship To: Phone:

Reference	Terms	Rep	FOB	Delivery	Ship Via
330896	NET 30	David	Stafford, TX	SEE BELOW	BEST WAY

Ln #	Qty.	Part No.	Description	Unit Price	Ext. Price
1			WaterMaster FEF121, FEV125 Electromagnetic Flowmeter system, full bore (DN250-600), remote mount		
2			4" - Bore Diameter		
3	1	ABB FEV125	FEV125.100.V.1.S.4.A1.B.1.B.1.A.2.P.2.B.3.A.1...M5.V3.C WC	\$3,470.21 ✓	\$3,470.21
			Delivery: 1 Week		
4			6" - Bore Diameter		
5	10	ABB FEV125	FEV125.150.V.1.S.4.A1.B.1.B.1.A.2.P.2.B.3.A.1...M5.V3.C WC	\$3,826.08 ✓	\$38,260.80
			Delivery: 6 Weeks		
6			8" - Bore Diameter		
7	7	ABB FEV125	FEV125.200.V.1.S.4.A1.B.1.B.1.A.2.P.2.B.3.A.1...M5.V3.C WC	\$5,618.81 ✓	\$39,331.67
			Delivery: 6 Weeks		
8			10" - Bore Diameter		
9	2	ABB FEF121	FEF121.250.K.1.S.4.A1.B.1.N.1.A.2.A.2.B.3.A.1...M5.V3.C WC	\$5,421.41 ✓	\$10,842.82
			Delivery: 2 Weeks		
10			12" - Bore Diameter		
11	4	ABB FEF121	FEF121.300.K.1.S.4.A1.B.1.B.1.A.2.A.2.B.3.A.1...M5.V3.C WC	\$6,437.51	\$25,750.04
			Delivery: 5 Weeks		
12			14" - Bore Diameter		

Ln #	Qty.	Part No.	Description	Unit Price	Ext. Price
13	1	ABB	FEF121	FEF121.350.K.1.S.4.A1.B.1.B.1.A.2.A.3.B.3.A.1..M5.V3.C WC	\$8,088.83
			Delivery: 14 Weeks		\$8,088.83
14		16" - Bore Diameter			
15	2	ABB	FEF121	FEF121.400.K.1.S.4.A1.B.1.B.1.A.2.A.3.B.3.A.1..M5.V3.C WC	\$9,337.35
			Delivery: 14 Weeks		\$18,674.70
16		18" - Bore Diameter			
17	3	ABB	FEF121	FEF121.450.K.1.S.4.A1.B.1.B.1.A.2.A.3.B.3.A.1..M5.V3.C WC	\$10,866.62
			Delivery: 14 Weeks		\$32,599.86
18		24" - Bore Diameter			
19	1	ABB	FEF121	FEF121.600.K.1.S.4.A1.B.1.B.1.A.2.A.3.B.1.A.1..M5.V3.C WC	\$12,957.39
			Delivery: 12 Weeks		\$12,957.39
20	24	ABB	614C220U01	614C220U01	\$232.00
			Flow Master Cable Fitted & Potted Kit		\$5,568.00

Price Does Not Include Shipping
Quote is valid for 30 Days

SubTotal	\$195,544.32
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$195,544.32

Add 1 4" Meter 3,470.21

TOTAL BID \$ 199,014.53

City of Sherman
Magnetic Flow Meters
Monday, March 4, 2013

Bidder	FM59 SHEPARD DRIVE STATION	FM70 OLD SETTLERS PUMP STATION 12"	FM71 DORCHESTER PUMP STATION 20"	FM72 FAIRVIEW PUMP STATION	Other	Total Bid
McCauley	\$ 3,900.00	\$ 3,671.00	\$ 4,369.00	\$ 2,150.00		\$ 93,665.00
Aqua Metric	\$ 11,238.00	\$ 10,211.00	\$ 12,482.00	\$ 4,841.00		\$ 228,280.00
Process Solutions	\$ 9,337.35	\$ 8,088.83	\$ 10,866.62	\$ 3,470.21	\$ 5,568.00	\$ 199,014.00

PROJECT YEAR: 2012-2013

PROJECT NAME: Upgrade Metering and Telemetry for Water System

DESCRIPTION: New meters are proposed for all point of entry and production wells throughout the system. Telemetry system upgrades will allow communication and monitoring of well sites and pump stations.

ESTIMATED COST: \$350,000

ESTIMATED O&M COST: N/A

PROPOSED FINANCING: Utility Improvement Fund

PROJECT NECESSITY: Existing meters do not accurately measure flows.
Existing telemetry equipment is obsolete and cannot be repaired.

DEPARTMENT/DIRECTOR: Director of Engineering and Utilities, Mark Gibson





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5751**

**Awarding a Bid to and Authorizing Execution of a Contract with
Heartland Asphalt Materials, Inc. for the Purchase of an Annual Supply of
Emulsified Asphalt Oil for the 2013 Seal Coat Program**

Issue

To consider the award of a bid to Heartland Asphalt Materials, Inc. of Hurst, Texas for the purchase of up to 80,000 gallons of CRS-2 and CRS-2H emulsified asphalt oil for the 2013 Seal Coat Program

Background

The City Council approved the Request to Advertise for this purchase at the February 18, 2013 meeting. Following the required advertising in the local newspaper and notification of oil suppliers, three bids for emulsified asphalt oil were received and opened on March 12, 2013.

Origination

Street Maintenance Department

Financial Consideration

The bid submitted by Heartland Asphalt Materials, Inc. for the required asphalt oil was \$2.294 per gallon and was the low bid. This is a \$0.2151 gallon decrease over last year. There are sufficient funds in the fiscal year 2012-2013 annual Street Department operating budget to purchase up to 80,000 gallons of emulsified asphalt oil. Based on these volumes, the expected total cost would be \$183,520.00.

Staff Recommendation

Award the bid for seal coat emulsified asphalt oil to Heartland Asphalt Materials, Inc.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5751
Contract of Sale with Proposer's Certification
Bid Tabulation
Recommendation Memorandum

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

RESOLUTION NO. 5751

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH HEARTLAND ASPHALT MATERIALS, INC. FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2013 SEAL COAT PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Heartland Asphalt Materials, Inc. is hereby awarded the bid in the total amount of One-Hundred Eighty-Three Thousand Five Hundred Twenty Dollars and No Cents (\$183,520.00) for an annual supply of emulsified asphalt oil for the 2013 Seal Coat Program; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved by the City Attorney, to execute a contract with Heartland Asphalt Materials, Inc. for an annual supply of emulsified asphalt oil, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CITY OF SHERMAN
CRS-2 AND CRS-2H EMULSIFIED ASPHALT

Does your proposal meet all specifications contained herein?

Yes ☒ No ☐

Does your material and workmanship meet all specifications?

Yes ☒ No ☐

If no is indicated, explain below

PRICE PER GALLON: \$2.294 Delivered - \$2.13/gallon FOB
Sherman, TX

Delivery information and Other:

Freight is based off a minimum 5,000 gallons.

Return loads are 1/2 of full.

2 hours unloading time, \$80.00/hr after

No Pump charge

PROPOSERS CERTIFICATION:

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

OUR company is a (Check One):

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

Company Name: Heartland Asphalt Materials, Inc.

Address of Principal Place of Business:

8600 West Airport Freeway Ste 400
Hurst, TX 76054

Mailing Address (if different):

Same as Place of Business

Phone: (817) 788-9700

Fax: (817) 788-9700

Email: mhunt@heartlandasphaltmaterials.com

Authorized Representative: Matt Hunt

Signature: MH

Date: 3/7/13

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



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

Heartland Asphalt Materials, Inc.
Name

860 West Airport Frwy Ste 400
Address

Hurst, TX 76054
City, State, Zip

(817) 788-9700
Telephone

mhunt@heartlandasphaltmaterials.com
Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

CRS-2 & CRS-2H; Emulsified Asphalts

[CHECK ONE:]

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

Date of Delivery

OR

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

DURATION: From → to → *1 year from contract award date. 3/7/13 mm*

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box

1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or

required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

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

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

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

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

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

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.
16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term

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

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER

TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this _____ day of _____.

SELLER:

Matt Hunt

(Signature)

Matt Hunt - Account Manager

(Type/Print Name and Title/Position)

860 West Airport Freeway Ste 400

(Address)

Hurst, TX 76054

(City, State, Zip)

CITY OF SHERMAN:

By: _____

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

ATTEST:

By: _____

Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney



Asphalt Material Test Report

Sample ID: C13370398 **Disposition: Meets Specifications****Effective Dates: 03/01/2013 to 03/31/2013****Grade:** CRS-2 (CRS-2 Emulsion)**Sampled:** 2/15/2013**Producer:** Heartland Asphalt Inc. - Saginaw Asphalt Plant
Fort Worth, TX**Received:** 2/19/2013**Sample Type:** Monthly**Completed:** 2/22/2013**T/B #:****Reviewed by:** CIGLEHA**Month:** Mar-13**SM ID:** QM301C13370398**Other ID:**

Test No	Test Name	Result	Units	Min	Max
Tex 513-C	Saybolt Viscosity at 122°F	177	S. sec	150	400
Tex 514-C	Specific Gravity by Gallon Weight Cup	1.0134	at 60°F		
Tex 521-C	Demulsibility in Sodium Dioctyl Sulfosuccinate	73.41	%	70	
Tex 521-C	Distillation of Emulsified Asphalts				
	Distillation Residue by Mass	66.75	%	65	
	Oil Portion of Distillate	0	%		0.5
Tex 502-C	Penetration of Distillation Residue at 77°F	124	p.u.	120	160

Remarks:**Sample ID: C13370399** **Disposition: Meets Specifications****Effective Dates: 03/01/2013 to 03/31/2013****Grade:** CSS-1H (CSS-1H Emulsion)**Sampled:** 2/15/2013**Producer:** Heartland Asphalt Inc. - Saginaw Asphalt Plant
Fort Worth, TX**Received:** 2/21/2013**Sample Type:** Monthly**Completed:** 2/22/2013**T/B #:****Reviewed by:** CIGLEHA**Month:** Mar-13**SM ID:** QM301C13370399**Other ID:**

Test No	Test Name	Result	Units	Min	Max
Tex 513-C	Saybolt Viscosity at 77°F	38	S. sec	20	100
Tex 514-C	Specific Gravity by Gallon Weight Cup	1.0274	at 60°F		
Tex 521-C	Distillation of Emulsified Asphalts				
	Distillation Residue by Mass	62.94	%	60	
	Oil Portion of Distillate	0	%		0.5
Tex 502-C	Penetration of Distillation Residue at 77°F	98	p.u.	70	110

Remarks:

CITY OF SHERMAN
BID TABULATION

Date: 03/12/2013

Bid Title: Coverstone and Asphalt

Vendor	Unit Price	Amount	Discount	Net Bid	Delivery	Comments
ASPHALT:						
Heartland Asphalt	2.294					
Martin Asphalt	2.52					
Ergo Asphalt	2.4623					
COVERSTONE:						
Lattimore Materials	19					
James Thorpe	19.30					



memorandum

DATE: March 13, 2013
TO: Clay Barnett/City Engineer
CC:
FROM: Jim Cullen, Street Superintendent
SUBJECT: Bids for Coverstone and Asphalt CRS 2 and CRS 2h

The Street Department has reviewed the bids received on March 12, 2013 and makes the following recommendations:

Asphalt CRS 2 and CRS 2h be awarded to Heartland Asphalt Materials, Inc. which was the lowest of the three bids received at \$2.294/gal.

Coverstone be awarded to James T. Thorpe at 19.30/ton, fixed price no variables. This contractor is the closest to the City of Sherman, and we have worked with them in the past and are satisfied with the service level they provide.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5752**

**Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company
for the Purchase of an Annual Supply of Cover Stone for the 2013 Seal Coat Program**

Issue

To consider an award of bid for the purchase of cover stone for the 2013 Seal Coat Program

Background

The City Council approved the Request to Advertise for this purchase at the February 18, 2013 meeting. Following the required advertising in the local newspaper and notification of material suppliers, two cover stone bids that meet the City's specifications were received and opened on March 12, 2012. James Thorpe Company of Pottsboro, Texas, submitted a bid at \$19.30 per ton. Lattimore Materials Corp. of Addison, Texas, submitted a bid at \$19.00 per ton plus a surcharge of one percent (1%) per ton for every \$0.10 per gallon increase in fuel over \$4.00 per gallon. Currently, the national average for a gallon of diesel is \$4.088. Assuming we purchase 3,000 tons at this price, the City would save \$900 by awarding the bid to Lattimore Materials Corp. Should the price of diesel increase to \$4.10, the City would save \$330 by awarding the bid to Lattimore Materials Corp. Should the price of diesel increase to \$4.20, the City would pay an additional \$240 by awarding the bid to Lattimore Materials Corp. Should the price of diesel increase to \$4.70 as it did in 2008, the City would pay an additional \$3,090 by awarding the bid to Lattimore Materials Corp. Because of possible fluctuation in gas prices and the nature of a fixed budget, staff recommends awarding the bid to James Thorpe Company.

Origination

Street Maintenance Department

Financial Consideration

Funds for purchasing seal coat materials were appropriated in the fiscal year 2012-2013 Street Department budget. There were sufficient funds appropriated in the Street Department operating budget to purchase up to 3,000 tons of seal coat cover stone.

Staff Recommendation

Staff recommends that the City Council award the bid to James Thorpe Company of Pottsboro, Texas, to purchase seal coat cover stone at \$19.30 per ton.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5752

Contract of Sale with Proposer's Certification

Bid Tabulation

Recommendation Memorandum

Prepared by:

Clay Barnett, City Engineer

Approved by:

George Olson, City Manager

RESOLUTION NO. 5752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVER STONE FOR THE 2013 SEAL COAT PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That James Thorpe Company of Pottsboro, Texas, is hereby awarded the bid in the total amount of Fifty-Seven Thousand Nine-Hundred Dollars and No Cents (\$57,900.00) for an annual supply of cover stone; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with James Thorpe Company for an annual supply of cover stone for the 2013 Seal Coat Program, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

**CITY OF SHERMAN
CRUSHED ROCK COVERSTONE**

Does your proposal meet all specifications contained herein? Yes X No _____

Does your material and workmanship meet all specifications? Yes X No _____

If no is indicated, explain below

PRICE PER TON: \$ 19.30

Delivery information and Other:

30 Days

PROPOSERS CERTIFICATION:

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

OUR company is a (Check One):

- ____ Corporation (The proposal MUST be signed by an Officer of the company)
____ Partnership (The proposal MUST be signed by a General Partner)
____ Joint Venture (The proposal MUST be signed by an Officer of the company)

X Sole Proprietor (The proposal MUST be signed by the Owner)

Company Name: James Thorpe Company

Address of Principal Place of Business:

409 Grayson Street
Pottsboro, Texas 75076

Mailing Address (if different):

PO Box 1555
Pottsboro, Texas 75076

Phone: 903-786-6097

Fax: 903-786-2755

Email: james thorpeco@aol.com

Authorized Representative: James T. Thorpe

Signature: 

Date: 3-11-2013

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



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

James T. Thorpe
Name
PO Box 1555
Address
Pottsboro, Texas 75076
City, State, Zip
903-786-6097
Telephone
jamesthorpeco@aol.com
Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Crushed Rock Coverstone

[CHECK ONE:]

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

Date of Delivery

OR

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

DURATION: From 3/19/13 to 3/18/14

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a

Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

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

11. **WARRANTY – PRICE:**

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

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

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

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

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the

signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.
16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

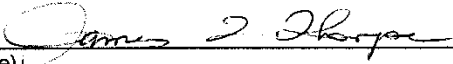
20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

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

OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 12 day of March 2013,
SELLER:


(Signature)

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

PO Box 1555

(Address)

Pottsboro, Texas 75076

(City,State,Zip)

CITY OF SHERMAN:

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

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

CITY OF SHERMAN
BID TABULATION

Date: 03/12/2013

Bid Title: Coverstone and Asphalt

Vendor	Unit Price	Amount	Discount	Net Bid	Delivery	Comments
ASPHALT:						
Heartland Asphalt	2.294					
Martin Asphalt	2.52					
Ergo Asphalt	2.4623					
COVERSTONE:						
Lattimore Materials	19					
James Thorpe	19.30					



memorandum

DATE: March 13, 2013
TO: Clay Barnett/City Engineer
CC:
FROM: Jim Cullen, Street Superintendent
SUBJECT: Bids for Coverstone and Asphalt CRS 2 and CRS 2h

The Street Department has reviewed the bids received on March 12, 2013 and makes the following recommendations:

Asphalt CRS 2 and CRS 2h be awarded to Heartland Asphalt Materials, Inc. which was the lowest of the three bids received at \$2.294/gal.

Coverstone be awarded to James T. Thorpe at 19.30/ton, fixed price no variables. This contractor is the closest to the City of Sherman, and we have worked with them in the past and are satisfied with the service level they provide.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. C.6

RESOLUTION NO. 5753

Confirming the Employment of the Sherman Police Department's Police Chief

Issue

To consider confirming the employment of the Sherman Police Department's Police Chief

Background

Sherman's City Charter, at Article IV, Section 2 (d), grants to the city manager the power and duty to appoint the police chief, "subject to the approval of the council." In addition, such Council confirmation is required by Section 143.013 of the Local Government Code.

Mr. Otis Henry served six years in the United States Marine Corps and has been an officer with the Sherman Police Department for more than twenty-nine years; starting his career as a reserve officer in 1983. He has held the rank of Captain/Assistant Chief over both the Operations and Administrative Bureaus since 2005. Mr. Henry holds a Masters Degree in Administrative Studies as well as a Bachelors Degree in Criminal Justice. He is a graduate of the FBI National Academy, the Institute for Law Enforcement Administration, the Bill Blackburn Law Enforcement Management Institute, and the School for Police Supervision.

Mr. Henry meets all of the requirements in Local Government Code Section 143.013 to be appointed Sherman's Police Chief; and the City Manager seeks Council ratification of his appointment at the March 18th meeting.

Origination

City Manager

Action Requested

Approve Resolution No. 5753 confirming the employment of Mr. Otis Henry as Sherman's new Police Chief

Alternatives

None recommended

Attachments

Resolution No. 5753

Prepared and Approved by:
George Olson, City Manager

RESOLUTION NO. 5753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE EMPLOYMENT OF THE SHERMAN POLICE DEPARTMENT'S POLICE CHIEF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered employment to Mr. Otis Henry as the Police Chief of the City of Sherman Police Department, which Mr. Henry has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mr. Otis Henry is hereby confirmed as the Police Chief for the City of Sherman Police Department.

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 _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

**Surface Water Distribution Pipeline East – Schedule “B”;
Vessels Construction Company, a Division of Vescor; \$14,827.40, Increase**

Issue

To consider approval of a change order for the Water Treatment Plant second feed project Schedule “B”

Background

Change Order No. 1 is a final reconciliatory change order to adjust the final project quantities for the east portion of the Water Treatment Plant second feed project. The change order covers the cost of extra pipe around an Atmos facility and the addition of one fire hydrant.

Origination

Department of Utilities Administration
Greater Texoma Utility Authority (GTUA)

Financial Consideration

The change order results in a \$14,827.40 increase in the contract amount, yielding a final contract price of \$660,087.21. The Project was funded through the GTUA and was a portion of the City’s Capital Improvement Program.

Staff Recommendation

It is recommended that Change Order No. 1 be approved.

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1
Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

MORRIS ENGINEERS

February 26, 2013

Mark Gibson, P.E., Director of Engineering & Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

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

**RE: Surface Water Distribution Pipeline East – Schedule “B”, Sherman, Texas
Vessels Construction
Project Close-out**

Gentlemen:

Enclosed are a final payment request and project close-out documents for work completed by Vessels Construction on the Schedule “B” of the Surface Water Distribution Pipeline East project in Sherman. The total value of work is \$660,087.21. You previously paid the Contractor \$601,992.63. The amount of final payment due is \$58,094.58.

I am also enclosing the following documents for your records:

Contractor's Certification and Guarantee
Consent of Surety to Final Payment
Engineer's Certificate of Project Completion

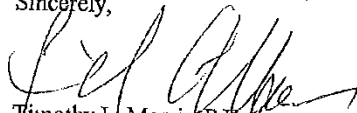
Item 32 of the Special Conditions of the contract documents provides that the Contractor guarantee all the work under the contract to be free from faulty materials and improper workmanship and agree to replace without cost to the Owner such work as may be found to be improper. If the Contractor fails to correct defective work, Owner may, after seven days written notice to Contractor, correct and remedy the deficiency and bill the Contractor for expenses incurred. This guarantee covers a period of one year and is documented by the Contractor's Certification and Guarantee.

Also enclosed is Change Order No. 1 to reconcile the contract price to final quantities of work. The change order increases the contract price by \$14,827.40 to \$660,087.21. If

the change order meets your approval, please sign it where indicated and return a copy to us for distribution.

Please call me if you have any questions or require additional information.

Sincerely,



Timothy L. Morris, P.E.

Enclosures

c: Vessels Construction (w/encl.)
Tim Cline, City of Sherman
Contract file (w/encl.)

MORRIS ENGINEERS

CHANGE ORDER

No. 1

PROJECT Surface Water Distribution Pipeline East - Schedule "B", in the City of Sherman

DATE OF ISSUANCE 2/22/13

EFFECTIVE DATE 2/22/13

OWNER Greater Texoma Utility Authority

OWNER's Contract No. _____

CONTRACTOR Vessels Construction

ENGINEER Morris Engineers

You are directed to make the following changes in the Contract Documents:

Description: Reconcile contract price to final quantities of work completed

Reason for Change Order: Project close-out

Attachments: Schedule of changes; Morris/Vessels email detailing item changes; materials invoices

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 645,259.81	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u> </u> to <u> </u> \$ n/a	Net change from previous Change Orders No. <u> </u> to <u> </u> Days
Contract Price prior to this Change Order \$ 645,259.81	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ 14,827.40	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 660,087.21	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:
Morris Engineers

APPROVED:
Greater Texoma Utility Authority

APPROVED:
City of Sherman

ACCEPTED:
Vessels Construction

By: [Signature]
Engineer (Auth. Signature)

By: _____
Owner (Auth. Signature)

By: _____
Municipality (Auth. Signature)

By: [Signature]
Contractor (Auth. Signature)

Date: 2/22/13

Date: _____

Date: _____

Date: 2/25/13

GREATER TEXOMA UTILITY AUTHORITY
 SURFACE WATER DISTRIBUTION PIPELINE EAST - SCHEDULE "B"
 FOR THE CITY OF SHERMAN, TEXAS
 VESSELS CONSTRUCTION

2/22/13

ITEM NO	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ORIGINAL CONTRACT	CHANGE ORDER NO. 1			REV'D QTY.	TOTAL CONTRACT
						ADD	DEDUCT	TOTAL		
1	18" dia. water pipeline	10118	LF	41.33	418,176.94	248		10,249.84	10366	\$ 428,426.78
2	8" dia. water pipeline	75	LF	16.75	1,256.25					\$ 1,256.25
3	18" butterfly valve	11	EA	3,166.00	34,826.00					\$ 34,826.00
4	8" dia. AWWA gate valves	1	EA	961.00	961.00					\$ 961.00
5	12" dia. tapping sleeve/tapping valve	1	EA	3,765.00	3,765.00					\$ 3,765.00
6	Fire hydrant assembly - 18" line tee	5	EA	3,705.00	18,525.00	1		3,705.00		\$ 22,230.00
7	Blowoff assy. - 18" line tee	2	EA	2,349.00	4,698.00					\$ 4,698.00
8	Cement lined D.I. Fittings - 18"		LS		19,280.00			2,520.56		\$ 21,800.56
9	2" service connection	1	EA	1,663.00	1,663.00					\$ 1,663.00
10	Combination air valve assembly - 3"	5	EA	4,110.00	20,550.00					\$ 20,550.00
11	Creek xing with 18" dia. D.I.P.	220	LF	132.00	29,040.00					\$ 29,040.00
12	Bore/case Travis St crossing for 18" pipeline	1	JOB		13,139.00					\$ 13,139.00
13	Bore/case Loy Lake Rd. for 18" pipeline	1	JOB		24,687.00					\$ 24,687.00
14	Asphalt driveway and street repairs - 18"	100	LF	37.00	3,700.00					\$ 3,700.00
15	Gravel driveway and street repairs - 18"	82	LF	22.73	1,863.86					\$ 1,863.86
16	Trench excavation protection - 18"	10118	LF	0.08	809.44					\$ 809.44
17	SWPPP - 18"	1	JOB		41,713.00					\$ 41,713.00
18	TxDOT traffic controls - 18"	1	JOB		626.00					\$ 626.00
19	Replace fence	540	LF	2.00	1,080.00					\$ 1,080.00
20	Gate & gate assembly	3	EA	824.00	2,472.00		2	(1,648.00)		\$ 824.00
21	Seeding work areas & watering	10118	LF	0.24	2,428.32					\$ 2,428.32
	TOTAL CONTRACT				645,259.81			14,827.40		\$ 660,087.21

tim morris

From: "Bill Vessels" <bill@vesselsconstruction.com>
To: "Tim Morris" <timorris@cableone.net>
Cc: "Kay" <kay@vesselsconstruction.com>
Sent: Thursday, February 21, 2013 3:14 PM
Subject: SWDPE CO

Tim,

I believe we're ready to start working on a CO. Here's the way I see it.

Additional pipe & fgs at Atmos tract	\$13,870.40 ✓
Add 1 fire plug	\$ 2,605.00 ✓
Item 20. Delete 2 gates	-\$ 1,648.00 ✓
Total	\$14,827.40

If you need anything else from us please let me know.

Thanks,

BV

--- On Tue, 12/18/12, tim morris <timorris@cableone.net> wrote:

From: tim morris <timorris@cableone.net>
 Subject: Re: SWDPE CO's... Here's attachment
 To: "Bill Vessels" <bill@vesselsconstruction.com>
 Cc: "Mark Gibson, P.E." <markg@ci.sherman.tx.us>, "Gil Busick" <gilb@ci.sherman.tx.us>
 Date: Tuesday, December 18, 2012, 4:53 PM

Bill

Send us an estimate w/o the change order items. You can reduce the retainage to 5%. We will handle the change order with the final close-out. That'll save you some time on getting most of your money.

We'd like to close out with only 1 final change order. If we need to consider anything else, please let me know.

Please review Specification WP.8.3. with regard to payment for fittings. The cost of blocking is included in items 7 & 8 of the bid schedule. With these considerations, I calculate the additional amount at \$13,870.40.

Tim

----- Original Message -----

2/21/2013

From:
To:
Cc:
Sent: Tuesday, December 18, 2012 11:26 AM
Subject: Re: SWDPE CO's... Here's attachment

--- On **Tue, 12/18/12, Bill Vessels** <

> wrote:

From: Bill Vessels <
 Subject: SWDPE CO's
 To: "tim morris" <
 Cc: "Kay" <
 >, "Lisa"
 <
 Date: Tuesday, December 18, 2012, 11:23 AM

Tim,

Here is recap for additions at the Atmos tract. Invoices for 90's and accessories are attached.

Add Line at Atmos tract

	U/M	Qty	Unit cost	Total
18" MJ 90	ea	4	469.14	1876.56
18" Star Grip & accessories	ea	8	218	1744
Concrete blocking	cy	1.5	78	117
OHP Matl 15%				560.63
L & E for 90's	ea	4	100	400
18" PVC	lf	248 ✓	41.33	10249.84
Staking	hrs	3	140	420

Fittings
3620.56

15368.03

13870.40

I sort of pulled numbers out of the air for layout & L & E for fittings. I think it's reasonable. If you have any questions or concerns please let me know.

We're ok with your calculation below for the additional fire hydrant.

May we bill for this in Dec. or does the CO have to be processed first?

Thanks,

Bill

2/21/2013

INVOICE

FORTILINE WATERWORKS
 25 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

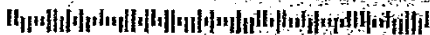
INVOICE NUMBER: 2989364
 BILL OF LADING: 10136885
 INVOICE DATE: 10/24/12
 DUE DATE: 11/25/12

Please Remit Payment To:
 FORTILINE, INC
 WELLS FARGO
 PO BOX 984450
 ATLANTA, GA 31193-4450

Warehouse:
 FORTILINE DALLAS
 11200 SEAGOVILLE ROAD
 BALCH SPRINGS, TX 75180
 Telephone: 214-660-3662

SOLD TO
 51051 MBQ.404 E0980X 10828 D573097481 P1228144 0001:0002

SHIP TO



VESSELS CONSTRUCTION
 PO BOX 28
 SHERMAN TX 75091-0028

VESSELS CONSTRUCTION
 US HWY 75 @ FALLON DR
 SHERMAN, TX 75090

021	2976551	2388364	Direct	214223	NET 30 DAYS
BILL	SURFACE WATER	GTUA	JWE	11/25/12	10/24/12
PRODUCT NO	DESCRIPTION	EA	10	196.0000	1,960.00
184000SG	18" STAR GRIP MJ REST PVC 4018 C/O LINE # 00460	EA	10	196.0000	1,960.00
18RALG	18" MJ REG ACC LESS GLAND C/O LINE # 00470	EA	10	22.0000	220.00
		 Sherwood			

(P)

10

Sherman

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
 SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
 ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.
 GO GREEN IN 2009. WE CAN FAX OR EMAIL YOUR
 INVOICES AND STATEMENTS TO YOU. CONTACT YOUR
 CREDIT MANAGER TO GET THIS STARTED.

	\$2,180.00
	\$0.00
	\$0.00
	\$0.00
	\$2,180.00

INVOICE

FORTLINE
WATERWORKS

7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

INVOICE NUMBER: 2989516
BILL OF LADING: 10136918
INVOICE DATE: 10/25/12
DUE DATE: 11/25/12

Please Remit Payment To:
FORTLINE INC
WELLS FARGO
PO BOX 934458
ATLANTA, GA 31193-4458

Warehouse:
FORTLINE DALLAS
11200 SEAGOVILLE ROAD
BALCH SPRINGS, TX 75180
Telephone: 214-660-3662

SOLD TO
5185 1 MB D/404 ED380 10628 D573067403 P1225144 00020002

SHIP TO

VESSELS CONSTRUCTION
PO BOX 28
SHERMAN TX 75091-0028

VESSELS CONSTRUCTION
US HWY 75 @ FALLON DR
SHERMAN, TX 75090

QTY	DATE	INVOICE NO	DESCRIPTION	UNIT	PRICE	EXTENDED PRICE
1	2012/10/25	2989516	SURFACE WATER	EA	469.1400	1,876.56
15' MJ 90 C153 C/O LINE # 00920						

(Handwritten signature/initials)

(Handwritten signature/initials)

ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
EXCHANGES ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.
IF WE CAN FAX OR EMAIL YOUR
STATEMENTS TO YOU, CONTACT YOUR
REPRESENTATIVE TO GET THIS STARTED.

1	469.1400	1,876.56
1		\$0.00
1		\$0.00
1		\$0.00
1		\$1,876.56

--- On Mon, 9/17/12, tim morris <timorris@cableone.net> wrote:

From: tim morris <timorris@cableone.net>
Subject: Fw: Surface Water Pipeline Fire hydrants
To: "Bill Vessels" <bill@vesselsconstruction.com>
Cc: "Gil Busick" <gilb@ci.sherman.tx.us>, "Mark Gibson, P.E." <markg@ci.sherman.tx.us>
Date: Monday, September 17, 2012, 8:52 AM

Bill
We want to add the fire hydrant on the end of the 8" pipe at 24+22. I understand that you will put an 8"x6" reducer on the end of the 8" pipe at the hydrant.

We will add a fire hydrant at \$3705.00 (item 6) and a reducer at \$134 according to the prices you sent me. Item 6 includes an 18" x 6" line tee, \$1234.00; that will come out; the 18"x 8" tee is in item 8.

Change:

Add hydrant item 6: \$3705.00

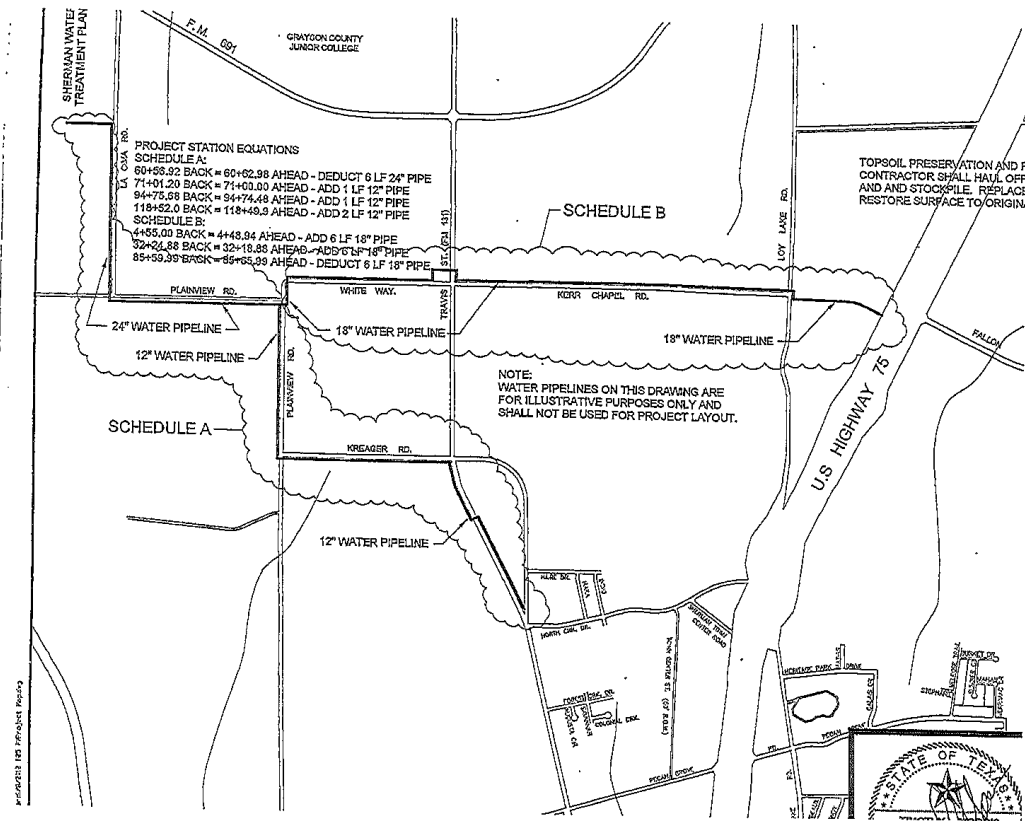
Add 8" x 6" reducer: \$134.00

Delete 18" x 6" Tee: \$1234.00

Net Add: \$2605.00

Tim

2/21/2013





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.2

*** OTHER BUSINESS**

Consider Request of the 2013 Earth Day Planning Committee to Temporarily Close Certain Streets for the “5th Annual Earth Day Festival” on Saturday, April 20, 2013

Issue

The 2013 Earth Day Planning Committee proposes to hold the “5th Annual Earth Day Festival” on Saturday, April 20th and requests barricades and street closures.

Background

Ms. Amy Hoffman-Shehan, representing the 2013 Earth Day Planning Committee, proposes to hold the “5th Annual Earth Day Festival” on the Sherman Municipal Grounds from 8:00 a.m. to 5:00 p.m. on Saturday, April 20th. In order to accommodate the festival, the Committee requests delivery and pick up of barricades for street closures around the Municipal Building.

Origination

Ms. Amy Hoffman-Shehan, Event Organizer, 2013 Earth Day Planning Committee

Financial Consideration

The event will require minimal staff overtime to close and open the streets on the day of the event. The event organizers will pay non-profit usage fees and provide security in the Ballroom and on the Municipal Building grounds.

Staff Recommendation

It is recommended that the City Council authorize the street closures, the utilization of the Municipal Grounds, and City resources to accommodate this event.

Alternatives

As directed by the Council

Attachments

Written request received March 11, 2013
Barricade Location Map

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

Earth Day Festival
Amy Hoffman-Shehan
1503 S Travis St
Sherman TX 75090
www.earthdaytexoma.org

City of Sherman
George Olson, City Manager
Robby Hefton, Assistant City Manager
Director of Public Works
Members of the Sherman City Council

March 11, 2013

The 5th Annual Earth Day Festival is scheduled for April 20, 2013. It will be held on the Sherman Grounds and across the street at Covenant Presbyterian Church. Please place our street closure request on the agenda for the March 18, 2013 City Council Meeting. The street and parking lot closures will be needed from 6:00 am until 5:00 pm on April 20. We would like to close South Rusk Street between Mulberry and Pecan Streets, South Elm Street between Mulberry and Pecan Streets, and Pecan Street between South Elm and South Rusk Streets. We would also like to close the parking lots on the south side of City Hall and the south side of the Municipal Building. It will be used for a various recycling events, including paper, cardboard, electronic waste (fees will be charged for CRTs, TVs, and certified hard drive swipes), Styrofoam, plastic medicine bottles, ink and toner cartridge collection, clothing, handbags, belts, shoes, baseball caps, eyeglasses, and sunglasses. Please see the attached map.

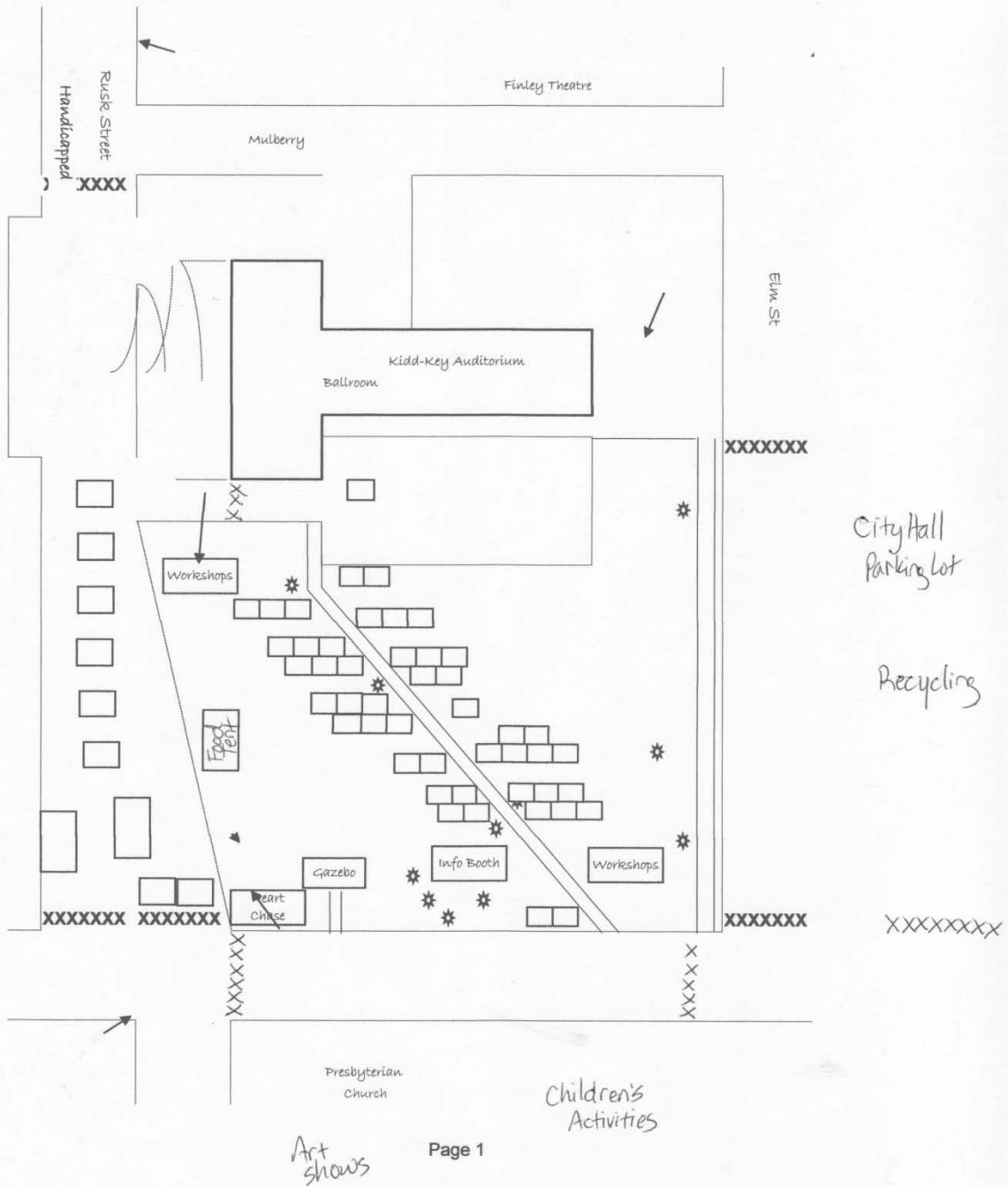
Please watch the Earth Day website, as it is updated on a regular basis as the event evolves. All of the coordinated events of last year will be repeated, and we have added a few new ones. The coordinated events that are repeats from last year are a children's art show, the multiple recycling opportunities, blood drive, plant sales, the used book sale through the Friends of the Sherman Library. Newer events include the expanded recycling to include clothing and shoes, a Mail In Art Show sponsored by Grayson College Art Department. The ballcaps and sunglasses will go to farm workers, who usually have permanent eye damage by the age of 30 due to lack of protective gear. A full day of workshops, musical entertainment and children's activities are planned.

We are continuing to work with the Choctaw Nation Going Green program. The program is a valuable resource, providing resources and recycling services and assisting with publicity for the event. This year's Key Note Speaker is Terry Jenson of DFW Ecovillage. DFW Ecovillage is a proposed planned sustainable community that will be built in Hunt County. During the planning stages, the organizers of the village are educating the public about sustainable building techniques, alternative energy and permaculture practices. The Key Note Address will be at 11:00 am in one of the workshop tents on the Municipal Lawn.

We greatly appreciate our partnership with the City of Sherman and encourage all of your participation.

Sincerely,

Amy Hoffman-Shehan
Event Organizer





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

**Final Plat Approval of the KAZ Addition
in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 8.06 acres
in the Aaron Burleson Survey, Abstract No. 61; Marjan Ganji and Sougol Castro, Owners;
Sartin & Associates, Inc., Surveyors (400 Block of Mitchell Road)**

Issue

To consider Final Plat approval of the KAZ Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 8.06 acres in the Aaron Burleson Survey, Abstract No. 61, located in the 400 block of Mitchell Road

Background

The property is located in the 400 block of Mitchell Road located in the City of Sherman's ETJ in northeast Sherman. The owners would like to plat the property into seven lots for residential development.

Origination

Marjan Ganji and Sougol Castro (Owners)
Sartin & Associates, Inc. (Surveyors)

Board Recommendation

At the February 19, 2013 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



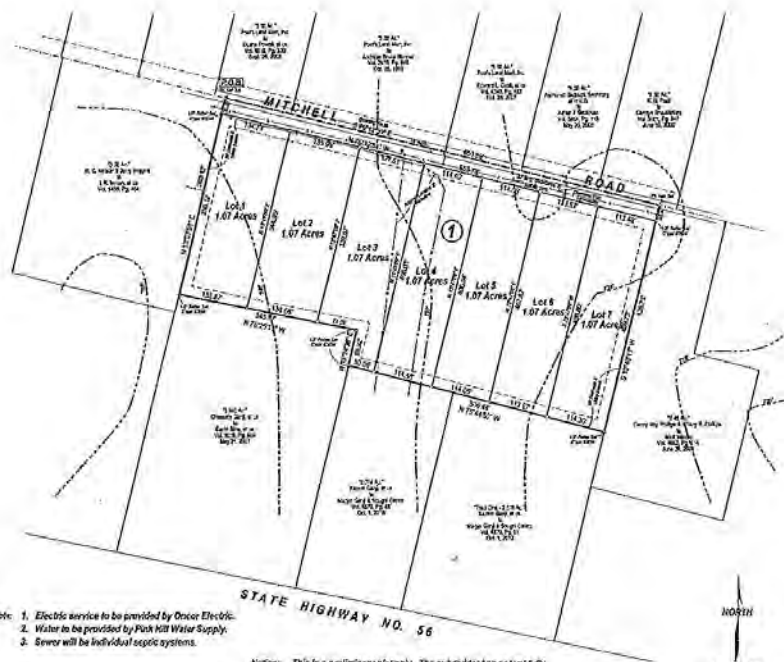
400 Block Mitchell Road

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 258 feet



- Note:
1. Electric service to be provided by Onier Electric.
 2. Water to be provided by Pock Kill Water Supply.
 3. Sewer will be individual septic systems.

Notice: This is a preliminary plat only. The subdivisor has not yet fully complied with the state and county requirements for subdivisions. This preliminary plat is for review purposes only and not sufficient for filing, recording, dedication, acceptance or for the selling or marketing of lots shown hereon.

Preliminary Plat of
KAZ ADDITION
 to the
CITY of SHERMAN, TEXAS
GRAYSON COUNTY, TEXAS

being 8.06 Acres
 out of
AARON BURLESON SURVEY ABST. NO. 66

Owner & Developer
KAZEM GANJI
 404 First Ridge Court
 Norman, OK, 75072

BARTIN & ASSOCIATES, INC.
 REGISTERED PROFESSIONAL LAND SURVEYORS
 1008 North P.O. Box 2000, Norman, OK 75071
 P.O. Box 1028, Tel: 405/324-5253 Email: bartin@bartin.com



SHEET 1 OF 2
 KAZ-12.pdf

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2013
Don Hicks, Chairman

Joe Gilbert, Vice-Chairman
Brad Morgan, Commissioner
Darren Tankersley, Commissioner
Ron Barton, Commissioner

Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Sam Thorpe, Commissioner
Ronnie Dutton, Commissioner

400 Block of Mitchell Road
Kaz Addition
Preliminary and Final Plat

Requested Action/Proposed Use:

Approval of the Preliminary and Final Plat of the Kaz Addition

Background:

This is a Preliminary and Final Plat for property currently in our Extra-Territorial Jurisdiction (ETJ).

Adjacent Zoning:

Single Family Residential

Origination:

Marjan Ganji and Sougol Castro (Owners) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities networks.

Attachments:

Location map
Photographs
Preliminary and Final Plat
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Developmental Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

**STAFF REVIEW LETTER**

February 14, 2013

Marjan Ganji
Sougol Castro
404 Flint Ridge Ct.
Norman, OK 73019

Dear Applicants,

The request for approval of a Preliminary and Final Plat for the Kaz Addition located in the 400 Block of Mitchell Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2013 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Preliminary Plat:

1. Platting of the property is required.
2. The 30' Public Use notation shall be corrected to read 30' Right-of-Way dedication.
3. Grayson County septic requirements are to be met.
4. Grayson County shall review preliminary plat for additional changes and fees.
5. Any other changes made to the preliminary plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff as to not require resubmission to the Planning and Zoning Commission.

Final Plat:

1. Letters from the various utility providers are required verifying availability of service.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. "Final Plat" shall be shown above the subdivision name.
4. Detention in accordance with City criteria is required at the time of development.
5. The 30' Public Use notation shall be corrected to read 30' Right-of-Way dedication.
6. Grayson County septic requirements are to be met.
7. Grayson County shall review preliminary plat for additional changes and fees.
8. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff as to not require resubmission to the Planning and Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

A handwritten signature in blue ink, appearing to read "Clay Barnett", with a long horizontal flourish extending to the right.

Clay Barnett
City Engineer

cc:	George Olson, City Manager	Scott Shadden, Director of Development Services
	Brandon Shelby, City Attorney	Mark Gibson, Dir. of Engineering & Utilities
	Jamie Baggs, Fire Marshal	Lisa Whitfield, Engineering & Development Coordinator
	Don Keene, Dir. of Public Works	
	Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75091	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

Replat Approval of Lots 7, 8 and 9, Block 2, O'Hanlon Ranch Addition, Phase 3, containing 0.92 acres; DGR Development Group Ltd, Owners; Sartin & Associates, Inc., Surveyors (2504, 2508 and 2512 Riata Drive)

Issue

To consider Replat approval of Lots 7, 8 and 9, Block 2, O'Hanlon Ranch Addition, Phase 3, containing 0.92 acres and located at 2504, 2508 and 2512 Riata Drive

Background

The property is located at 2504, 2508 and 2512 Riata Drive in the O'Hanlon Ranch Addition off of North FM 1417 (Heritage Parkway) in northwest Sherman. The Owners would like to replat three lots into two for residential development.

Origination

DGR Development Group Ltd (Owners)
Sartin & Associates, Inc. (Surveyors)

Board Recommendation

At the February 19, 2013 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



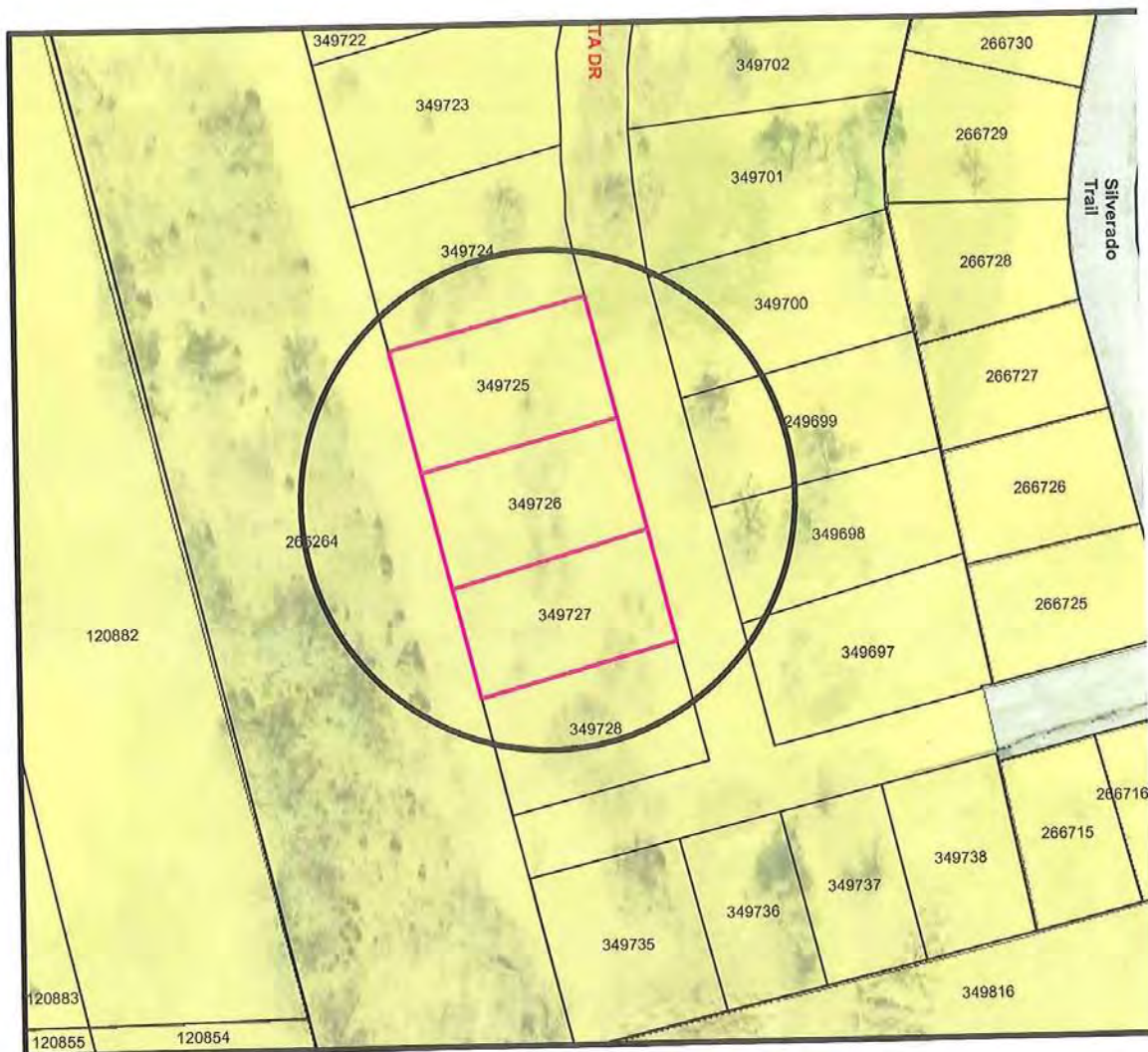
2504, 2508 & 2512 Riata

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 107 feet



Zoning - 2504, 2508 & 2512 Riata

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

City of Sherman, Texas
Developmental Services Department

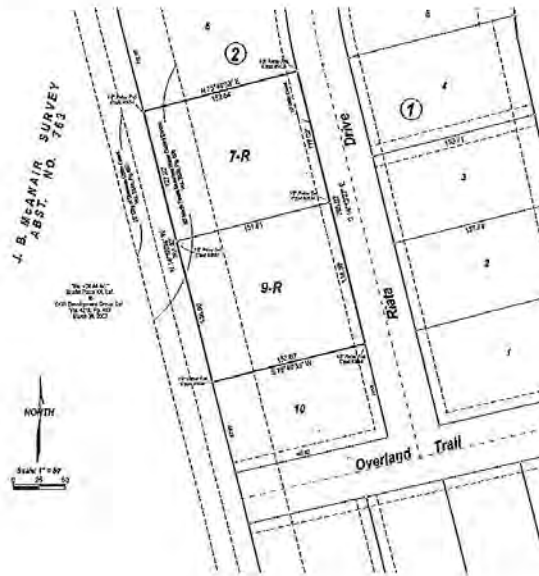
Sherman
CLASSIC TOWN. BROAD HORIZON.


1 inch = 107 feet

2504, 2508, & 2512 Riata Dr.



NOTICE: Being a portion of the addition by metes and bounds, it is subject to city reference and state law and is subject to state and subdividing of interest and building permits.



REPLAT OF
LOTS SEVEN, EIGHT,
and NINE, BLOCK TWO,
O'HANLON RANCH ADDITION
PHASE 3

to the
CITY of SHERMAN, TEXAS

(Volume 20, Pages 84 & 85)

(Being 0.92 Acres)

Owner & Developer

DGR Development Group, LMI
Dean Gilbert, Inc.
201 E. Taylor
Sherman, Texas 75090
Dean Gilbert, President

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
1015 S. First, P.O. Box 1043 Sherman, Texas 75091-1043
Ph: (903) 934-1001 Fax: (903) 934-3070



SHEET 1 OF 2
C:\000\PLT\14.plt

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2013
Don Hicks, Chairman

Joe Gilbert, Vice-Chairman
Brad Morgan, Commissioner
Darren Tankersley, Commissioner
Ron Barton, Commissioner

Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Sam Thorpe, Commissioner
Ronnie Dutton, Commissioner

2504, 2508 & 2512 Riata Drive
Being Lots 7, 8 & 9, Block 2, O'Hanlon Ranch Addition, Phase 3
Replat

Requested Action/Proposed Use:

Replat approval Lots 7, 8 & 9, Block 2, O'Hanlon Ranch Addition, Phase 3

Background:

The owner would like to replat the three lots into two lots.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

DGR Development Group, LTD (Owners) and Sartin and Associates, Inc. (Surveyors).

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Objections Received:

Attachments:

Location map
Photographs
Replat
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

**STAFF REVIEW LETTER**

February 14, 2013

DGR Development Group, Ltd.
801 E. Taylor
Sherman, TX 75090

Dear Applicants,

The request for approval of a Replat of Lots 7, 8 and 9, Block 2, O'Hanlon Ranch Addition, Phase 3 for the property located at 2504, 2508 & 2512 Riata Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2013 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

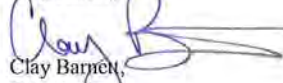
City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from the various utility providers are required verifying availability of service.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. A point of beginning (POB) notations shall be shown.
4. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
5. The width of the right-of-way for the street and pavement width shall be shown.
6. No permanent structures are to be placed within the easements.
7. Developer/Owner shall be responsible for any relocation of utility services as a result of the Replat.
8. Elimination of one long side service is required at the tap.
9. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff as to not require resubmission to the Planning and Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,


Clay Barmen,
City Engineer

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Jannie Baggs, Fire Marshal
Don Keene, Dir. of Public Works

Scott Shadden, Director of Development Services
Mark Gibson, Dir. of Engineering and Utilities
Lisa Whitfield, Engineering & Development Coordinator
Sartin and Associates, PO Box 1843, Sherman, TX 75091



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.5

CITIZEN REQUESTS

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.6

MEDIA QUESTIONS

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. D.7

COUNCIL COMMENTS

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

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 City Attorney Concerning Pending
or Contemplated Litigation**

**(a) Receive the City Attorney’s Briefing on Pending
or Contemplated Litigation**

**Section 551.087 Deliberation Regarding Economic Development
Negotiations**

**(a) Deliberate Regarding Commercial or Financial
Information that the City has Received from
Business Prospects and Deliberate any Offers or
Incentives to the Business Prospects, including
the following:**

(i) Texas Instruments Incorporated

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

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 Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. F.2

INTRODUCTION OF ORDINANCE NO. 5770

**Designating a Certain Area as an Industrial Reinvestment Zone, City of Sherman, Texas,
Providing for the Establishment of Agreements within the Zone, and Other Matters
Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the
Commencement of the Reinvestment Zone and this Ordinance**

Issue

The creation of a new industrial reinvestment zone in response to a tax abatement requested by Texas Instruments Incorporated (TI)

Background

On Tuesday, March 5, 2013, the Tax Reinvestment Committee (Committee) met to consider a request from TI for a tax abatement for warehousing equipment relocated to its Sherman plant from other locations within the company. This equipment would be stored locally until it could be relocated to other facilities, repositioned within the Sherman plant, or otherwise liquidated. TI expects the value of this equipment to be between \$10 and \$300 million and expects the equipment to be on site for up to five years. The Committee voted to recommend an abatement and creation of the Zone to the City Council and other taxing entities. The law requires that a reinvestment zone be established prior to a tax abatement being granted for eligible projects. The attached ordinance would be the first step in accomplishing the creation of a new commercial/industrial reinvestment zone.

The Zone itself will cover only TI's property. Prior to its adoption, a public hearing must be held to allow for interested parties to speak to the issue. If approved, the public hearing would be held at the April 1st Council meeting. The request for tax abatement will be addressed at the April 15th Council meeting, in the form of a resolution.

Origination

Texas Instruments Incorporated

Financial Consideration

There is no financial consideration to introducing and setting the public hearing of this ordinance.

Staff Recommendation

The staff recommends that the City Council introduce the ordinance and set the public hearing for the April 1st Council meeting.

Alternatives

The Council could decide not to introduce the ordinance.

Attachments

Ordinance No. 5770

Legal Description

Vicinity Map

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5770

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS AN INDUSTRIAL REINVESTMENT ZONE, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "CODE"); and

WHEREAS, a hearing before the City Council was set for 5:00 p.m. on the 1st day of April, 2013, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Sherman; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Grayson County, Grayson County College, and Sherman Independent School District, as required by the CODE; and

WHEREAS, upon such hearing being convened, there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone, and all other taxing units and other interested persons, were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment Zone, and no opponents of the Reinvestment Zone appeared to contest creation of the Reinvestment Zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, will be of general benefit to the City of Sherman, and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published as required by law;
- (b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone, pursuant to the CODE;
- (c) That creation of the proposed Zone, with boundaries as described in Exhibits “A” and “B”, will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the Reinvestment Zone; and
- (d) That the Reinvestment Zone, as defined in Exhibits “A” and “B”, meets the criteria for the creation of a Reinvestment Zone as set forth in Section 312.202 of the CODE in that:
 - (1) It is a contiguous geographic area located wholly within the corporate limits of the City.
 - (2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.
 - (3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or Town, or by a member of a zoning or planning board or commission of the City.
 - (4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3. That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A", attached hereto and depicted in a drawing attached hereto as Exhibit "B", and such Reinvestment Zone shall hereafter be identified as the Industrial Reinvestment Zone, Number 042013-1, City of Sherman, Texas (the "Zone").

SECTION 4. That the written agreement(s) as provided in the CODE, with the owners of the property located within the Reinvestment Zone, is hereby authorized for a period of up to ten (10) years, and the written agreement(s) shall provide an exemption from taxation of the increased value in the real and/or personal property in the percentages and for the years to be established in the agreements.

SECTION 5. That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. That the contents of the notice of public hearing, which hearing was held before the City Council on the 1st day of April, 2013, and the publication of said notices, is hereby ratified, approved, and confirmed.

1ST READING this the _____ day of _____, 2013.

2ND READING this the _____ day of _____, 2013.

EFFECTIVE DATE: _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT "A"

INDUSTRIAL REINVESTMENT ZONE, NUMBER 042013-1, CITY OF SHERMAN, TEXAS FIELD NOTES

Legal Description

SITUATED in Grayson County, Texas in the City of Sherman, the William Martin Survey, Abstract No. 765, the John Chronister Survey, Abstract No. 248 and the S. Dunman Survey, Abstract No. 329 and being part of two (2) tracts more particularly referenced as follows:

1. Part of a called 5.450 acre tract of land conveyed to Texas Instruments Inc. from D.C. Enloe et al. by deed filed September 28, 1965 and recorded in volume 1038, page 49 of the Deed Records of Grayson County.
2. Part of a called 470.340 acre tract of land conveyed to Texas Instruments Inc. from Joe Hilburn and wife Johnnie V. Hilburn by deed filed September 1, 1965 and recorded in volume 1036, page 247 of the Deed Records of Grayson County, Texas.

Said part of two tracts being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod in the curve of the West right-of-way of U.S. Highway 75 and in the East line of said 5.450 acre tract, said iron rod bears N 3° 10' 31" E 11.09 feet from the Southeast corner of the 5.450 acre tract, said iron rod also bears S 86° 52' 56" E 5530.00 feet from the center of said curve;

THENCE: With the curve of the West right-of-way of U.S. 75 and the East line of the 5.450 acres and 470.340 acres tracts through an arc length of 785.29 feet to a 1/2 inch iron rod at the point of tangency, said curve having a central angle of 8° 08' 11", a radius of 5530.00 feet and a chord bearing and distance of S 7° 11' 10" W 784.63 feet;

THENCE: S 11° 15' 15" W 2772.22 feet with the West right-of-way of U.S. 75 and the East line of the 470.340 acre tract to a 1/2 inch

iron rod for corner from which a right-of-way marker bears N 11° 15' 15" E 151.00 feet and from which the most Easterly Southeast corner of the 470.340 acre tract bears S 11° 15' 15" W 661.92 feet;

THENCE: Across said 470.340 acre tract as follows:

S 76° 15' 10" W 1378.36 feet to a 1/2 iron rod;
N 59° 39' 46" W 817.23 feet to a 1/2 iron rod;
N 0° 21' 35" W 1139.66 feet to a 1/2 iron rod;
N 27° 07' 26" E 739.59 feet to a 1/2 iron rod;
S 89° 14' 11" E 277.52 feet to a 1/2 iron rod;
N 0° 38' 45" E 311.12 feet to a 1/2 iron rod;
S 83° 58' 11" E 194.32 feet to a 1/2 iron rod;
N 9° 41' 33" E 206.44 feet to a 1/2 iron rod;
S 89° 54' 09" E 982.17 feet to a 1/2 iron rod;
N 0° 44' 03" E 462.12 feet to a 1/2 iron rod;

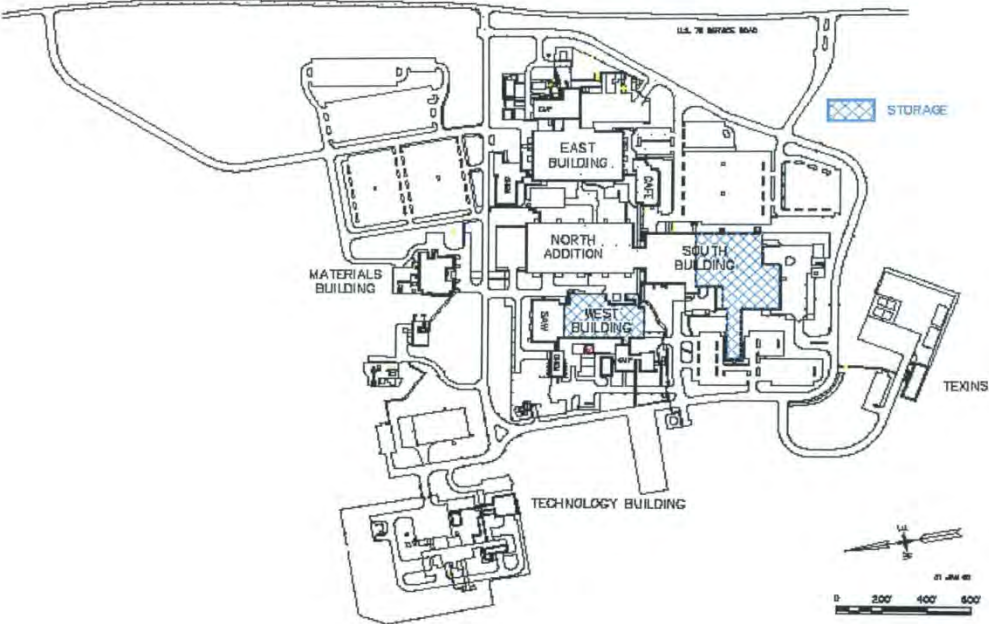
THENCE: N 42° 21' 28" E 918.42 feet across the 470.340 acre and 5.450 acre tracts to a 1/2 inch iron rod for corner;

THENCE: S 86° 19' 00" E 237.95 feet across said 5.450 acre tract to the POINT OF BEGINNING and containing 136.869 acres of land more or less.

EXHIBIT “B”

**INDUSTRIAL REINVESTMENT ZONE, NUMBER 042013-1,
CITY OF SHERMAN, TEXAS
VICINITY MAP**

TI-SHERMAN





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. F.3

ADJOURNMENT

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-18-2013

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2013

JANUARY						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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FEBRUARY						
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DECEMBER						
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03/13/2013	12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates
04/26/2013	Called Budget Planning Meeting in Council Chambers
06/20-21/2013	Called Budget Workshop in Council Chambers
09/02/2013	Labor Day/Called Council Meeting on 09/03/2013
