

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 16, 2009
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER JOE N. SMITH](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF FEBRUARY 25, 2009, THE CALLED CITY COUNCIL MEETING \(HELD JOINTLY WITH THE PLANNING & ZONING COMMISSION\) OF FEBRUARY 25, 2009, AND THE REGULAR CITY COUNCIL MEETING OF MARCH 2, 2009](#)

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5593](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 300 Block of Cornerstone Drive, being all of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition (Totten Investments LTD, Owners; Anil Ram, Global Designs, Design Manager/Representative; and Underwood Drafting and Surveying, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5594](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Two Additional School Classrooms in an R-1 (One Family Residential) District at 618 West Belden Street, being a Part of the J. B. McAnair Survey, Abstract No. 763 and the East 20' of Lot 46 of the Birge-Fairview Addition for a Total of 0.661 Acres (Sherman Montessori Preschool, Inc., Owners; Christopher Rehmet, Chairman of the Board and President of the Board of Trustees; Mike Wilson, Representative; and Sartin and Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Close Public Hearing and Consider Adoption of Ordinances

- B.3 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - a) 5593
 - b) 5594

B.4 [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. 5334](#)

Accepting Cable One Commercial Solutions as the City of Sherman's Internet Service Provider

C.2 [* RESOLUTION NO. 5335](#)

Authorizing Execution of a Commercial Service Agreement with Cable One, Inc. for Fiber Optic Data Network Service at Three Locations within the City of Sherman

C.3 [* RESOLUTION NO. 5336](#)

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

C.4 [* RESOLUTION NO. 5337](#)

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, a Division of VesCor, Inc. for the Rebuild of a Solid Waste Transfer Station Retaining Wall

C.5 [* RESOLUTION NO. 5338](#)

Authorizing Execution of an Engineering Services Agreement with Freeman-Millican, Inc. for the Design, Bidding, and Construction Phase for Improvements at the Wastewater Treatment Plant

C.6 [RESOLUTION NO. 5339](#)

Authorizing Execution of an Engineering Services Agreement with Freeman-Millican, Inc. for the Continuing Development of a Sanitary Sewer Overflow (SSO) Initiative Plan

C.7 [* RESOLUTION NO. 5340](#)

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Lynn Vessels Construction, LLC for the Construction of Relief Sewer K-4 Phase One between McGee Street and the Turtle Creek West Subdivision

Change Orders

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

Luella 3 Trinity Water Well Emergency Repair

Other Business

D.2 OTHER BUSINESS

Receive Annual Property Tax Collection Presentation from the City's Contracted Tax Attorney

D.3 OTHER BUSINESS

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

D.4 OTHER BUSINESS

Approving the Landscaping Services of Langford Concrete, Ltd. for the Downtown Square Planter Boxes

D.5 * OTHER BUSINESS

Final Plat Approval of the Belden Street Montessori School Addition, being a Replat of the East 20' of Lot 46, together with a Portion of a 15' Alley of the Birge-Fairview Addition; Sherman Montessori Preschool, Inc., Owners; Christopher Rehmet, Chairman of the Board and President of the Board of Trustees; Mike Wilson, Representative; and Sartin and Associates, Inc., Surveyors (618 West Belden Street)

D.6 * OTHER BUSINESS

Replat Approval of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition; Totten Investments LTD, Owner; Anil Ram, Global Designs, Design Manager/Representative; and Underwood Drafting and Surveying, Inc., Surveyors (300 Block of Cornerstone Drive)

D.7 * OTHER BUSINESS

Replat Approval of Nathan Gray's Replat in Block "W" of the Alexander & Allen's Addition; Nathan Gray, Owner; and Helvey and Associates, Inc., Surveyors (303 West Houston Street)

D.8 CITIZEN REQUESTS

D.9 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.10 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

a) Parks and Recreation Advisory Board (1)

D.11 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) In the Court of Appeals, Fifth District of Texas at Dallas No. 05-06-00420-CV; The City of Sherman, Texas and The Sherman City Council, Appellants v. James Wayne, Appellee
 - (b) Lucky Stop 10’s Request for Alcohol Permit
- Section 551.074 Personnel Matters:
- (a) Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee:
 - (i) City Attorney

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER JOE N. SMITH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE CALLED CITY COUNCIL MEETING OF FEBRUARY 25, 2009,
THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH
THE PLANNING & ZONING COMMISSION) OF FEBRUARY 25, 2009,
AND THE REGULAR CITY COUNCIL MEETING OF MARCH 2, 2009

STATE OF TEXAS

§

February 25, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on February 25, 2009.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Cary Wacker.
Council Members Adami, Howeth, Steele.

COUNCIL MEMBERS ABSENT: Council Members Softly, Smith.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/
CFO; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open

**Executive Session – In Accordance with Chapter 551, Govt. Code,
V.T.C.S., (Open Meetings Law)**

**The City Council will now hold an Executive Session pursuant to the
provisions of the Open Meetings Law, Chapter 551, Government Code,
Vernons Texas Codes Annotated, in accordance with the authority
contained in the following sections.**

Section 551.074-- Personnel Matters:

**Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties,
Discipline or Dismissal of a Public Officer or Employee:
City Attorney**

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

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Magers called the meeting to order at 11:38 a.m., declared a quorum present, and opened the City Council Meeting.

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

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections.

SECTION 551.074 -- Personnel Matters:

**Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a
Public Officer or Employee:
City Attorney**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 11:39 a.m.

On Motion duly made and carried, the Executive Session recessed at 12:04 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:05 p.m.

MAYOR

ATTEST

CITY CLERK

STATE OF TEXAS

§

February 25, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Planning and Zoning Commission was begun and held in the City Council Chambers on February 25, 2009.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Cary Wacker.
Council Members Adami, Howeth, Softly, Steele.

COUNCIL MEMBERS ABSENT: Council Member Smith.

PLANNING & ZONING MEMBERS PRESENT: Jason Sofey, Chairman; David Plyler; Darren Tankersley;
Brad Morgan; Jim Jacobs, Robin Atherton, Lawrence Davis, M. Steve Jones, Don Hicks.

PLANNING & ZONING MEMBERS ABSENT: None.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Scott Shadden, Director of Developmental Services; Mark Gibson, Director of Utilities and Engineering; Jeff Miller, Director of Public Works; Tom Watt, Police Chief; Rita Gaither, Development Coordinator; Kevin Winkler, Parks and Recreation Administrator; Lisa Whitfield, Engineering Operations Coordinator; Jacqueline Banfield, Library Services Administrator; Brad Williams, Computer Support Technician; Patsy Reeves, Administrative Secretary; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

Discussion of Overall Draft Comprehensive Plan

- (a) Presentation of Plan Highlights (Gary Mitchell and Jon Grosshans, Kendig Keast Collaborative)
- (b) Discussion of Plan Content

Discussion of Plan Implementation Priorities

- (a) Review of Key Actions in Draft Plan (Gary Mitchell)
- (b) Action Prioritization Exercise with City Council and Planning and Zoning Commission Members (facilitated by Gary Mitchell and Jon Grosshans)
- (c) Discussion of Action Prioritization Results

Discussion of Next Steps in Comprehensive Plan Process

- (a) Planning and Zoning Commission Discussion of and Public Hearing on Final Proposed Plan
- (b) City Council Consideration of and Public Hearing on Final Proposed Plan following Recommendation from Planning and Zoning Commission

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Magers called the meeting to order at 12:08 p.m., declared a quorum present, and opened the City Council Meeting. Jason Sofey, Chairman of the Planning and Zoning Commission, declared a quorum present, and opened the Planning and Zoning Commission Meeting.

Mayor Magers thanked everyone for the citizen involvement that has been included on the proposed Comprehensive Master Plan. He felt it was vital to have a Comprehensive Plan to move forward. The Plan seems to show that citizens want Sherman to stay the way it is and not become a “concrete jungle.” Sherman should grow with quality of life in mind.

Mayor Magers reiterated that the proposed Comprehensive Master Plan is a draft document and subject to change.

**DISCUSSION OF OVERALL DRAFT COMPREHENSIVE PLAN
PRESENTATION OF PLAN HIGHLIGHTS (GARY MITCHELL AND JON GROSSHANS, KENDIG KEAST COLLABORATIVE)**

Gary Mitchell, Vice President, Kendig Keast Collaborative, served as Project Manager for Sherman’s Plan. He introduced Jon Grosshans, Associate-in-Charge, Kendig Keast Collaborative, and Jayson Melcher, Project Manager, Haliff & Associates.

Mr. Mitchell presented highlights of the proposed Master Plan. He recognized the comprehensiveness of Sherman’s proposed Plan which includes areas such as housing, parks, transportation, and the environment. The Plan is meant to be a policy document and backup what the City does.

The process started in April 2008 when Kendig Keast interviewed a number of stakeholders, a cross-section of citizens and representatives from various agencies. There were also two Community Forums open to the public to gain additional citizen input. Kendig Keast then held meetings with the Comprehensive Plan Advisory Committee to refine the document.

DISCUSSION OF PLAN CONTENT

Mr. Mitchell addressed the introductory chapter of the Plan outlining how the Plan could be used by the City. He outlined the assumptions that were used for the study which was based on the 2000 population in Sherman of 35,082. By 2030, Sherman is projected to grow by 44% to a population of 50,600. The median age in Grayson County is 37.2 years, which is a little older than the average for Texas and for the United States. The median age in Texas is 32.3 years and in the United States it is 35.3 years.

Chapter 2 concerns urban design and land use and indicates that Sherman has a lot of vacant or agricultural/rural areas. A lot of land in the City’s Extra Territorial Jurisdiction is open today and available for development. Mayor Magers verified that the Plan covers both the City and the ETJ.

Mr. Mitchell said all the goals in the Plan are based on what was heard from the community. Enhanced character was the most important goal; not just building subdivisions, but building quality neighborhoods that blend in. Citizens were interested in redevelopment of the downtown area and in the design and aesthetics among the major corridors and gateways.

Jim Jacobs, Planning and Zoning Vice Chairman, asked about the process for determining the classifications of the development of the areas that were included in the Future Land Use Map. Mr. Mitchell said they first reviewed what was already on the ground, and then looked at the atmosphere in the different areas. Throughout the process there was a lot of discussion on growth to the west and northwest. One consideration was for road capacity and would the road be able to handle a more dense development. Some of the older neighborhoods were developed with more density, and then it goes to a suburban atmosphere with larger lots, then to the edges of town where there are more “estates” with perhaps acre lots. This area may include more citizens on well and septic rather than City utilities.

Mayor Magers wanted to be sure that the industries in Blalock Industrial Park have a say in the Plan and “buy into” it. He felt it would be critical that they support the Plan and the future changes.

Mr. Mitchell added that Sherman Town Center is in the general commercial category, a typical larger shopping center with an emphasis on parking and moving the cars on and off the site. The north Highway 75 corridor, which really hasn't developed yet, is in the suburban commercial category. The area near Blalock has a more open, campus look. All tie into the goal concerning aesthetics and the appearance of the community.

Chapter 3 concerns growth management and capacity and focuses on how land is used as the City grows. Mr. Mitchell said in 1975 there was 19.3 developed acres for every 100 people, while in 2007 there was 45.9 developed acres for every 100 people. The trend across the nation is to "sprawl" or spread out. The housing industry is trying to accommodate people that want country living, but that effects issues such as drainage and road capacity, because you have to consider where people live and where they need to go, such as work or shopping.

This chapter concerns development in the ETJ and lays out what cities in Texas can do to try and have influence over where development happens. It's not just for regulatory purposes but cities must consider the impact that development will have on the City services and utilities.

Mr. Mitchell said they also reviewed the water, wastewater, and drainage situation in Sherman, and one of the main challenges with drainage is not having public easements or ways to do clearing of debris or maintenance over time.

Jayson Melcher, Project Manager, Haliff & Associates, said the City is in good shape concerning water and wastewater. The City leaders and staff have done a good job of staying on top of the utilities. There is an abundance of water through both the well capacity and Lake Texoma water rights. He added that Sherman should have sufficient water system capacity for the next 30 years. Additional wastewater treatment capacity should not be needed for over 10 years. The assumptions are based on the current population counts.

He added that there maybe room for improvement in the pipe area. The 16 lift stations require ongoing operation and maintenance and Mr. Melcher recommended that the City limit the number of lift stations that are added with new development.

Mr. Melcher said that Sherman's water and wastewater facilities won't limit any growth and Sherman is really in good shape. Mayor Magers verified that these numbers are based on the existing water rights that the City has today, not the additional 15,000 acre feet that the City should soon have access too. Sherman has another opportunity to purchase the additional capacity in the next 12 to 18 months, and that will increase the capacity for even more years to come.

Mr. Mitchell presented Map 3.2 which shows Sherman's stream system and the specific areas that have been flood-prone. Council Member Steele verified that one of the flood control lakes on the map, located behind Friendship Cemetery, has not been constructed. He added that the large lake behind Carriage Estates is there. Mr. Mitchell said the consultants and the staff have discussed removing the proposed lake from the map since it was never constructed and funding is not available.

The chapter's goals include growth that is consistent with the City's infrastructure and public service capacities. It covers drainage, water and wastewater, and public safety facilities to meet future service demands. It concerns things that the City would "take on" if they annexed additional property.

Council Member Softly entered the Council Meeting at 12:39 p.m.

Council Member Adami asked about police repeaters. Mr. Grosshans explained that repeaters will become an issue as additional area is annexed.

Chapter 4 covers transportation including major street thoroughfares, basic road maintenance and improvement needs, and the eventual U.S. 75 reconstruction. Currently over 20% of Grayson County residents commute to another county for work, primarily to Collin and Dallas Counties. In 1970, only 8% of the residents commuted to another county.

Goals for the chapter deal with safety issues and a well maintained roadway system. Citizens also want expanded opportunities for walking and bicycling and enhanced and expanded public transportation options. With this transportation system expansion, they want to keep the character of the community.

Mr. Mitchell addressed the lack of continuity on the road system. He hoped to see a more consistent pattern of east-west and north-south arterial roadways to carry traffic across town. The west and northwest area of Sherman especially needs good arterial roadways between the freeways.

Council Member Steele asked if Lamberth Road as a major east-west road was enough or if additional east-west thoroughfares were needed. Mr. Mitchell addressed other smaller thoroughfares but said there should be good spacing and good flow to Highway 289. He added that there may be areas that are hard to connect, but the concept is there and if it can be done as development occurs, it will be a great asset.

Mayor Magers verified that for the current Plan period, the bulk of Sherman's development will be between Highway 82 and Highway 56 to the west. He felt this should be the focus area for road construction for the near term. Mr. Mitchell said the thoroughfare plan is not meant to layout roads the City will build, but to preserve right-of-way from developments where these roads would continue to the west. The City could include some of the projects in the Capital Improvement Program. Jim Jacobs verified that the proposed thoroughfare plan was built off the prior thoroughfare plan.

Chapter 5 deals with conservation and environmental resources, and Mr. Mitchell said much of the land around Sherman is rural. All the goals deal with land issues, air quality, water quality, and reduced energy use. The previous Plan did not include information on environment resources.

Chapter 6 concerns parks, recreations and open space. There is currently 373 acres of park land in the community, but he felt Sherman was deficient in small, neighborhood parks, and there was a lot of pressure on available fields. The National benchmark for acreage versus population indicates Sherman should have 312 acres of park land, which means there is a 61 acre surplus.

Mr. Mitchell said the question is where are the parks located. There sometimes is also a problem with heavy utilization of the existing parks. Judging from the layout of parks on the map, the community is well served with the location of the larger parks.

However, some parts of the City do not have the smaller neighborhood parks. Using a dedication approach with developments is one way to get land for the smaller neighborhood parks, which would then become the responsibility of the homeowner's associations. Mayor Magers added that land dedicated to the City for parks many times is almost worthless and then the City is responsible for maintenance. Mr. Sofey said the City can encourage developers to leave green space for the home owner's association. The plan is to encourage them to leave green space but not to burden the City with the maintenance.

Mr. Mitchell added that in Texas, a City can require that land is dedicated to the City for parks, or the developer can pay a fee in lieu of the land dedication. The money goes into a fund to pay for park improvements. A City can also set it up to where it is more advantageous to pay the fee rather than dedicate the land.

Council Member Steele asked if the trend was toward active or passive parks. Mr. Mitchell said there is a high demand for ball fields, however there is also a demand for nature parks, walking trails, and bird watching. The trend is really to get the most out of the larger park properties.

Mr. Jacobs asked if they did any assessment concerning quality versus quantity when they did the inventory of existing park lands. Mr. Mitchell said they did not compare quality versus quantity because they just brought in the Parks Master Plan that had already been completed.

Mr. Mitchell said everyone wants trails and the City should look at making trail connections between various trails. He said community recreational opportunities are also enhanced when you consider a partnership between the City and the School District. They have many facilities such as playgrounds and athletic fields that add to the recreational opportunities of the City. Mr. Mitchell said everyone also wants aquatic parks and spray parks.

Chapter 7 considers housing and neighborhoods. Considering the proposed population growth of 11,000 persons by 2030, the City will need 4,545 additional housing units to handle this growth. That's approximately 200 additional units annually through 2030. The chapter also discusses the need for single family homes versus rental units. Mayor Magers confirmed that Sherman has a higher number of rentals than in many other cities.

Sherman is also a community of older housing units. As of 2000, 88.4% of housing units in Sherman were built before 1990. Thirty six percent were built during the 1970s and 1980s. A goal is the preservation of existing housing and neighborhoods, such as in the older neighborhoods where there is a focus on maintenance and upkeep.

The Plan addresses life cycle housing, from the time an 18 year old needs their own home, to a young family with no children, to a larger family, to empty nesters, to seniors. The different stages require a variety of housing.

Chapter 8 deals with community facilities and cultural services and covers a variety of items, such as the Senior Citizen's Center and the Library. The Plan also recognizes Sherman's strengths in the arts and cultural programs available. There are many opportunities in Downtown to make connections such as from the Courthouse Square to Kidd-Key Auditorium and City Hall, to the Library, to the Brockett Street Project, and over to Austin College.

Because Sherman is a City of older citizens, there should be a focus on senior services and meeting those needs. There has been a discussion of maintenance issues at the Library and the way Libraries are changing to meeting places and technology places. The potential of Downtown also ties in with both the land use and economic development areas, and opens up to being an arts and entertainment district.

Chapter 9 concerns economic development and has an emphasis of existing businesses and retention, and going forward to look at the types of industries to target. Goals also include a focus on the workforce and making the connection to other chapters, the amenities and the quality of life offered.

DISCUSSION OF PLAN IMPLEMENTATION PRIORITIES

REVIEW OF KEY ACTIONS IN DRAFT PLAT (GARY MITCHELL)

The final chapter concerns implementation of the Plan. Mr. Mitchell said the Plan should become a staff tool, a reference document, and a policy document. Mayor Magers asked how you would measure the success or failure of the implementation of the Plan. Mr. Mitchell said, as a consultant, they would measure the success by whether or not, a year from now, the document is being referenced in Council Meetings and whether the staff refers to it during the budget process.

He added that through the goals the citizens wanted to see a higher quality of development. You can tell if the Plan is successful if you can see a tangible difference between what is being done after the Plan is implemented versus before the Plan. Mayor Magers verified that if the Council and staff follow the blueprint, they will have been successful. It must be a practical guidance document to help the City Council and staff make decisions.

Brad Morgan, Planning and Zoning Commission Member, asked if there was a "bullet sheet" of goals and objectives for the implementation of the Plan where action items could be tracked. Mr. Mitchell said that would be the exercise that is done today which would lead to an Executive Summary for the Plan.

Mayor Magers said Mike Wynne served as the Chairman of the Comprehensive Plan Advisory Committee but could not attend today's meeting. He read a letter from Mr. Wynne thanking the Council for the opportunity to serve as the Chairman and thanking the other members that served on the Committee.

Mr. Mitchell said one of the key elements in using the Plan is to review it annually and provide a progress report. There should be a formal Plan amendment process at least every two years and an in-depth review and update at least every five years. Sherman has a good track record because it's been about ten years. Mr. Mitchell also advised the City not to lose the community involvement. Deputy Mayor Wacker said it has been a process that works and represents a community consensus where people indicate what is important to them as Sherman moves forward.

ACTION PRIORITIZATION EXERCISE WITH CITY COUNCIL AND PLANNING AND ZONING COMMISSION MEMBERS (FACILITATED BY GARY MITCHELL AND JON GROSSHANS)

Mr. Mitchell presented Action Agenda items which they felt were major initiatives or the key actions in the Plan.

Mayor Magers asked to take a break before the exercise begun. Members took a break from 1:17 p.m. to 1:24 p.m. Council Member Softly left the meeting during the break.

Mr. Mitchell explained the prioritization exercise. Thirty two bullet points were presented on boards where Members could attach stickers. Mr. Mitchell asked Council Members, Planning and Zoning Commission Members, and staff to attach seven green dots to the Action Agenda items that indicate their highest priority. Each participant also has one blue dot to indicate their main priority. Each green dot has a value of five points and each blue dot has a value of ten points.

Mr. Mitchell outlined all thirty two bullet point items for consideration and ranking. Participants worked from 1:34 p.m. to 1:50 p.m. placing their dots on the Action Agenda Items.

DISCUSSION OF ACTION PRIORITIZATION RESULTS

The top Action Agenda items and the point value they received are as follows:

- Updated and enhanced development regulations (115)
- City Geographic Info System enhancements (70)
- Storm drainage studies and planning for targeted capital improvements and financing (65)
- Revitalization of older neighborhoods (60)
- “Parks to Standard” maintenance and enhancement initiative for existing parks (50)
- Strategic annexation planning (50)
- Downtown development / revitalization (45)
- Trail, Bikeway and Greenway Master Plan and initial trail network development (40)

Mr. Mitchell said these are people’s priorities, but the staff still needs input as to budget, timing, and capabilities. Some things rise to the top because they are a State or Federal mandate. Other things might rise to the top because of a grant opportunity. Some things could be completed easily, others need to be broken down and completed in stages, and some could even be on-going. Mr. Mitchell said they will highlight these priorities from the Plan, categorize them, and include them in the document as categories of action.

Mr. Sofey said some of the areas are concerns but not rated as high as they might be. For example, many road repairs are being completed now so those projects may not seem as needed as they have in the past. However, the bullet points are there for a reason, even though they have been taken care of recently. Mr. Mitchell said Sherman took the step to dedicate funding to roads and got the job done.

Mr. Sofey addressed the updated and enhanced development regulations, which topped the list. He said the Planning and Zoning Commission is concentrating on the updated development regulations instead of the enhanced regulations because they don’t always want stricter guidelines. If the standards are updated it should bring them to where they are more reasonable. Deputy Mayor Wacker reiterated that the Council will need to incorporate reasonable development standards for the specific area under consideration. Some standards may be lowered in some areas while standards in other areas are raised.

Steve Jones, Planning and Zoning Commission Member, left the meeting at 1:57 p.m.

Council Member Steele said the study indicated that Sherman was in very good shape with water, sewer, and parks, but he asked what Mr. Mitchell felt the City was lacking on. Mr. Mitchell said probably the amount of older housing in Sherman is a challenge because so many of the older homes are in need of upkeep. Another challenge that must be improved going forward is the major roads that do not continue through the City. Another challenge is the transition of economic development from basic industry and manufacturing to other industries in the future. Sherman must maintain what they have, but these types of industries are probably not the future. Economic development also concerns quality of life and amenities that will be needed for the future.

Council Member Steele asked what stands out as strengths that Sherman has. Mr. Mitchell said Sherman has location, climate, cost, Lake Texoma, Austin College, the small town aspect, and being your own community set apart from the metroplex, but close enough to benefit from.

Mr. Grosshans said one challenge he saw was making sure that the roads are designed for different users and not just having good curb-to-curb design. Another challenge might be green building practices.

Mr. Mitchell said another challenge might be the arts and cultural aspect. Everyone in the early discussions talked about the available arts and cultural activities and what a neat feature it is for this size community to have so much.

Mayor Magers said the industrial climate is changing and the United States is outsourcing jobs, but he felt Sherman's key difference from many communities was the water supply. That water supply will have value to certain industrial bases that need to have water and this is a huge advantage for Sherman. Sherman must be able to capitalize on the water and draw higher paying industry to the community. That is a huge advantage with which Sherman needs to keep pushing forward.

Mr. Mitchell said Texas in general, and Sherman's location also has a cost advantage. The challenge may be can you pay the labor enough to get them to move here. That in turn leads to newer, affordable housing. Don Hicks, Planning and Zoning Commission Member, asked if Mr. Mitchell meant there needs to be more new, affordable homes that need to be built. Mr. Mitchell said it is important to recognize that the wooden homes over time have a life span. If people don't have resources to maintain them, it can affect entire neighborhoods.

Mr. Morgan ask if this went along with Sherman's plan to tear down, older, dilapidated, unoccupied homes or if he meant offering a grant to help citizens maintain the older homes. Mr. Mitchell said it includes a package of things to help homeowners come into compliance.

DISCUSSION OF NEXT STEPS IN COMPREHENSIVE PLAN PROCESS

PLANNING AND ZONING COMMISSION DISCUSSION OF AND PUBLIC HEARING ON FINAL PROPOSED PLAN

CITY COUNCIL CONSIDERATION OF AND PUBLIC HEARING ON FINAL PROPOSED PLAN FOLLOWING RECOMMENDATION FROM PLANNING AND ZONING COMMISSION

Staff members will set the next steps for adoption of the Comprehensive Master Plan.

ADJOURNMENT

There being no further business to come before the City Council or the Planning and Zoning Commission, motion was duly made and approved to adjourn the Joint Meeting at 2:08 p.m.

MAYOR

ATTEST

CITY CLERK

Comprehensive Plan

Joint Workshop

Gary Mitchell, AICP
Vice President



KENDIG KEAST
COLLABORATIVE

4800 Sugar Grove Blvd - Ste 405
Stafford, TX 77477
281.242.2960
gary@kendigkeast.com

**Welcome
to
Sherman**



City of Sherman, Texas

Purpose Today

- ★ Present and discuss highlights of draft proposed plan
- ★ Focus on **ACTION** implications and implementation **PRIORITIES**



City of Sherman, Texas

Community Outreach

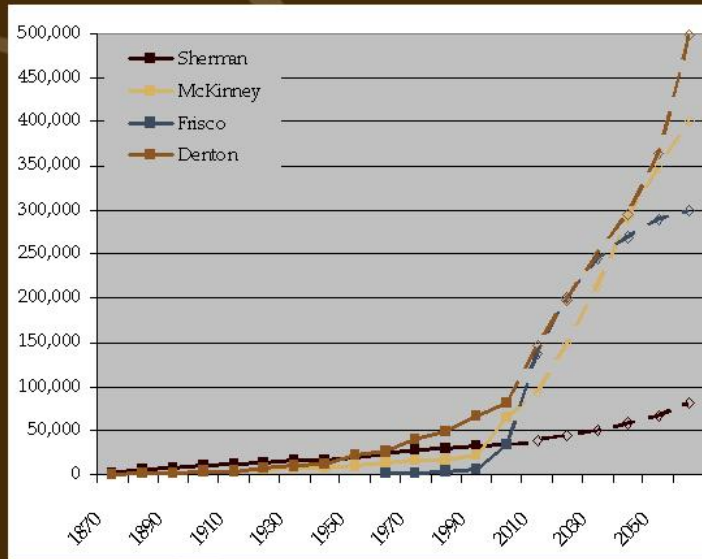


- ★ Stakeholder interviews (Apr 2008)
- ★ 2 Community Forums (May 2008)
- ★ 8 meetings with Comprehensive Plan Advisory Committee



City of Sherman, Texas

Planning Assumptions



★ 35,082 residents in 2000 (31.7% of Grayson County)

★ ~39,500 in 2008

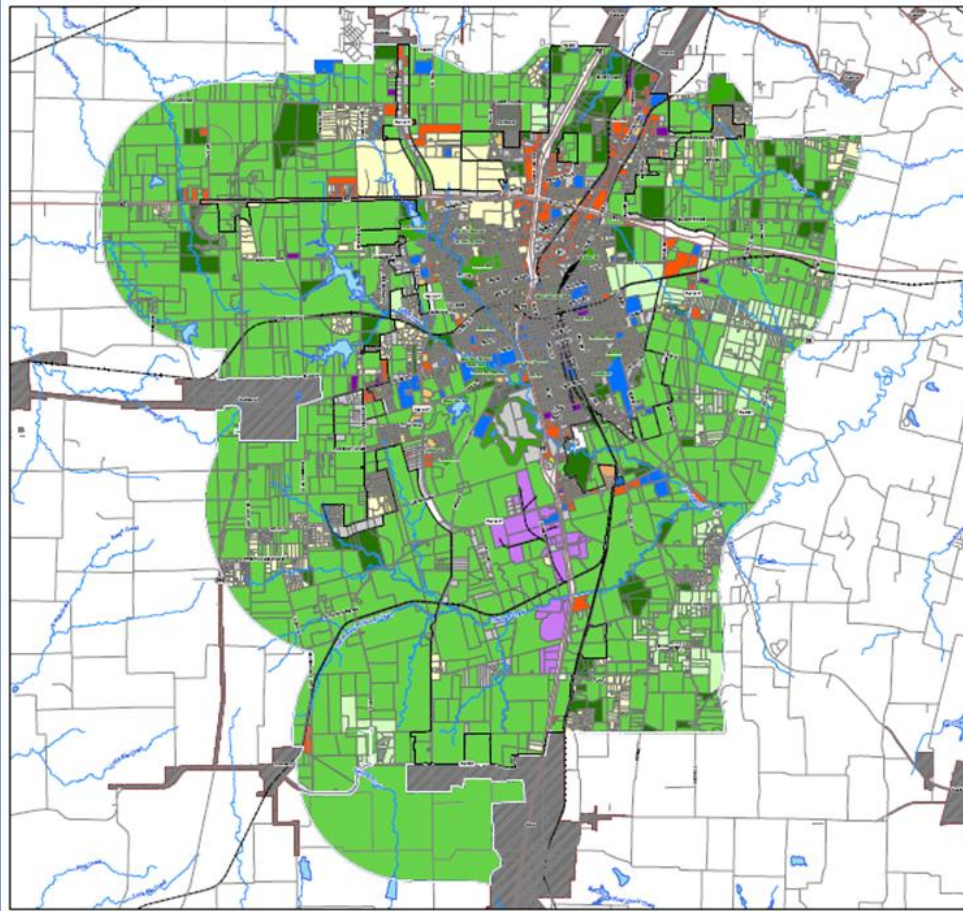
★ TWDB projection of 80,000 residents by 2060—*about 45,000 more (more than double current population)*

★ 50,600 residents projected in 2030—*44% growth from 2000*



City of Sherman, Texas

Median Age in Texas Counties, 2000



MAP 2.1

EXISTING LAND USE & COMMUNITY CHARACTER

1 inch = 2,500 feet

LEGEND

Community Character

- Natural
- Vacant
- Agricultural and Rural
- Countryside
- Estate
- Suburban Residential
- Auto-Urban Single-Family Residential
- Auto-Urban Multi-Family Residential
- Manufactured Homes
- Auto-Urban Commercial
- Urban/Downtown
- Industrial
- Business Park and Research
- Public/Institutional
- Parks and Recreation
- Water

Boundaries, Water, & Infrastructure

- Sherman City Limits
- Extraterritorial Jurisdiction (2 mile)
- Places
- Lakes
- Streams
- Railroads

DRAFT: 02.10.09



KENDIG KRAFT
CONSULTANTS

SHERMAN
COMPREHENSIVE
PLAN ★ 2009

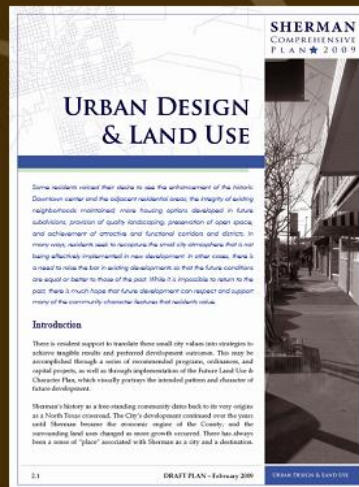
Table 2.1, Existing Land Use and Character

Designation	City Acreage	% of Total	ETJ Acreage	% of Total	Total Acreage	% of Total
Natural	1,102.5	4.1%	2,528.4	5.6%	3,630.9	5.1%
Vacant	2,864.7	10.6%	403.5	0.9%	3,268.2	4.5%
Agricultural and Rural	13,180.6	48.8%	34,765.7	77.5%	47,946.3	66.7%
Countryside Residential	414.0	1.5%	2,558.8	5.7%	2,972.8	4.1%
Manufactured Homes	73.6	0.3%	38.7	0.1%	112.3	0.2%
Estate Residential	1,152.4	4.3%	3,546.2	7.9%	4,698.6	6.5%
Suburban Residential	874.4	3.2%	68.8	0.2%	943.3	1.3%
Auto-Urban Single-Family Residential	2,178.2	8.1%	0.1	0.0%	2,178.3	3.0%
Auto-Urban Multi-Family Residential	217.0	0.8%	0.0	0.0%	217.0	0.3%
Auto-Urban Commercial	1,674.7	6.2%	461.0	1.0%	2,135.7	3.0%
Urban/Downtown	34.7	0.1%	0.0	0.0%	34.7	0.0%
Industrial	162.2	0.6%	63.6	0.1%	225.8	0.3%
Research & Business Park	988.0	3.7%	0.0	0.0%	988.0	1.4%
Public/Institutional	1,052.0	3.9%	229.0	0.5%	1,281.0	1.8%
Parks and Recreation	1,039.0	3.8%	201.3	0.4%	1,240.3	1.7%
TOTAL	27,008.0		44,865.1		71,873.2	



City of Sherman, Texas

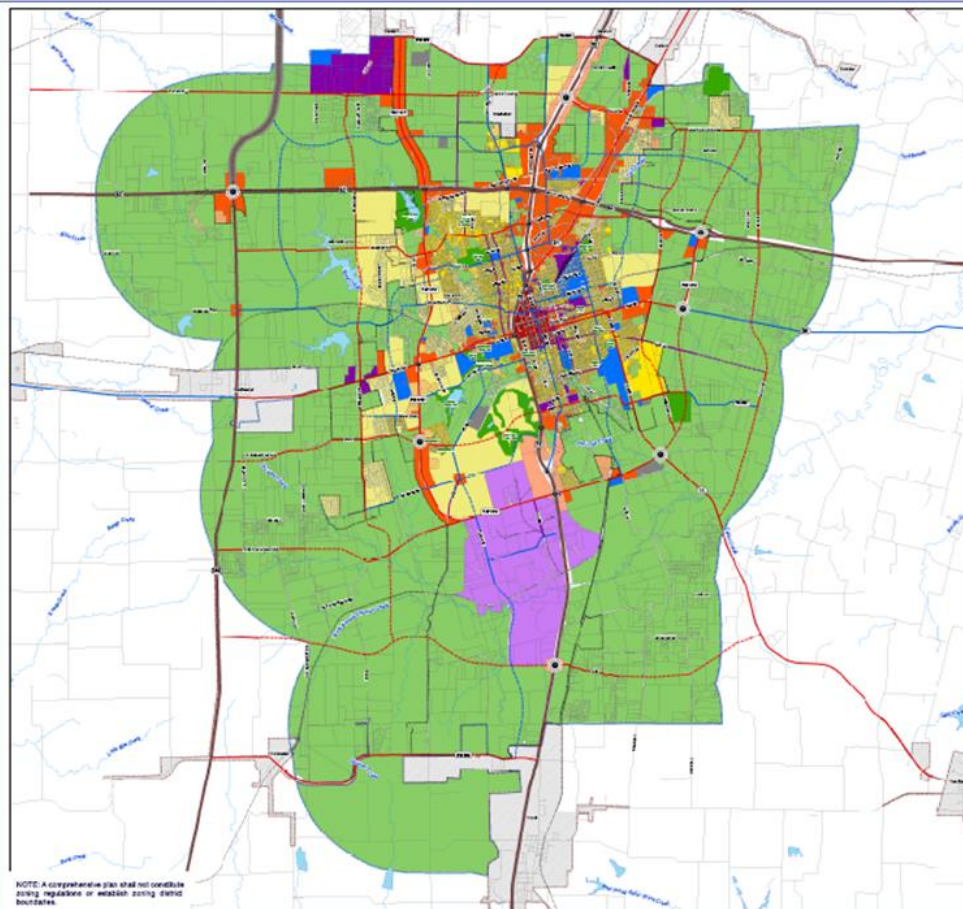
URBAN DESIGN & LAND USE



- ★ **GOAL 2.1:** *Enhanced community character in Sherman.*
- ★ **GOAL 2.2:** *Expanded opportunities for redevelopment and economic growth in the Downtown, while respecting the existing historic character.*
- ★ **GOAL 2.3:** *Improved urban design and aesthetics along major corridors and at gateways.*



City of Sherman, Texas



MAP 2.2

FUTURE LAND USE & CHARACTER

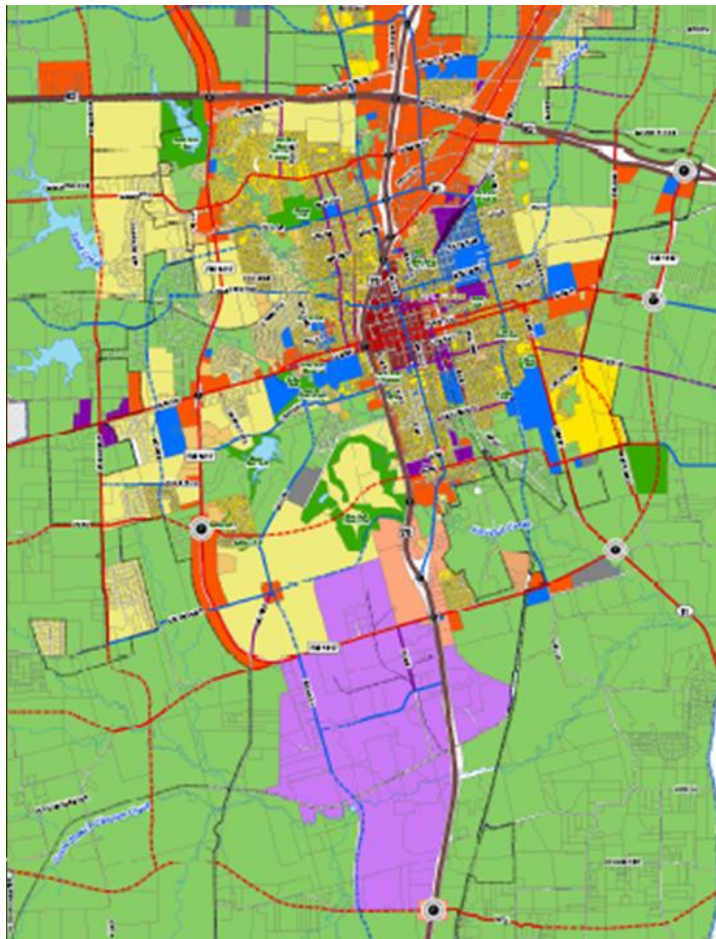
1 inch = 2,500 feet

LEGEND

Future Land Use & Character

- Agriculture & Rural
 - Suburban Residential
 - Single-Family Residential
 - Manufactured Homes
 - Suburban Commercial
 - General Commercial
 - Urban/Downtown
 - Industrial
 - Business Park
 - Public/Institutional
 - Parks and Recreation
 - Utilities
- Grade Separated Interchanges
- Existing
 - Proposed
- Arterials & Freeway
- Major Arterial
 - Minor Arterial
 - Collector
 - Proposed Major Arterial
 - Proposed Minor Arterial
 - Proposed Collector
 - Regional Freeway
 - Proposed Regional Freeway
- Boundaries, Water & Infrastructure
- Sherman City Limits
 - Extrajurisdiction (2 miles)
 - Places
 - Lakes
 - Streams
 - Railroads

NOTE: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

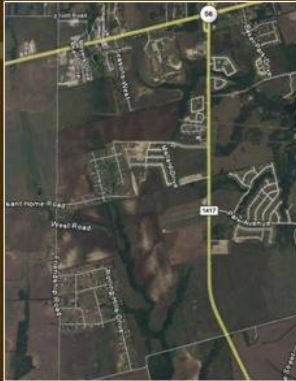


Future Land Use & Character

- Agriculture & Rural
- Suburban Residential
- Single-Family Residential
- Multi-Family Residential
- Manufactured Homes
- Suburban Commercial
- General Commercial
- Urban/Downtown
- Industrial
- Business Park
- Public/Institutional
- Parks and Recreation
- Utilities

Texas

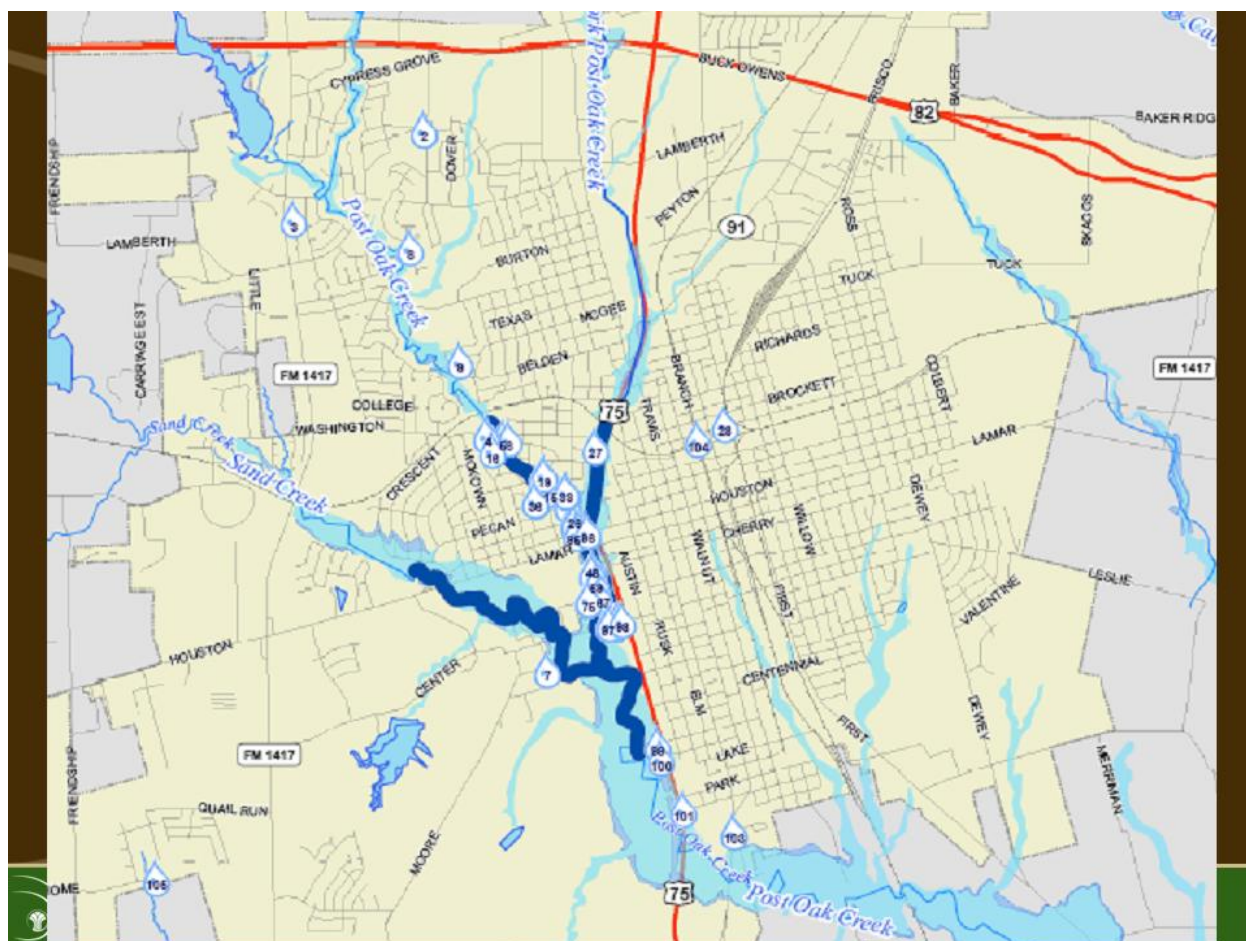
Key Facts: **GROWTH MANAGEMENT & CAPACITY**



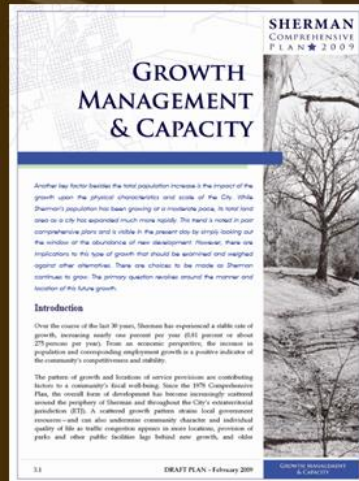
- ★ **Potential sprawl trend**
... developed acres per 100 persons up from 19.3 acres in 1975 to 45.9 in 2007
- ★ **Issue of private ownership of stream channels versus drainage or floodplain easements**
- ★ **Abundance of water via well capacity and Lake Texoma water rights over next 50 years**
- ★ **Sufficient water system capacity for ~30 years**
- ★ **Additional wastewater treatment capacity not needed for 10+ years**



City of Sherman, Texas



GROWTH MANAGEMENT & CAPACITY



- ★ **GOAL 3.1:** Growth and development patterns that are consistent with the City's infrastructure and public service capacities and desired community form and character.
- ★ **GOAL 3.2:** Increased ability of natural and engineered systems to address stormwater runoff and drainage, both in existing neighborhoods and proposed developments.
- ★ **GOAL 3.3:** Sufficient water and wastewater system capacity to accommodate growth expectations through 2030 and beyond.
- ★ **GOAL 3.4:** Adequate public safety facilities, equipment, and professional staffing to meet current needs and prepare for future service demands.

Key Facts: **TRANSPORTATION**

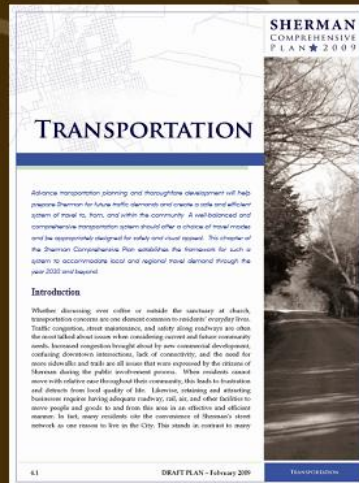


- ★ Lessons from past discontinuity of major street network
- ★ Over 20% of Grayson County residents commute to another county for work—up from 8% in 1970 (primarily to Collin and Dallas counties)
- ★ Basic road maintenance and improvement needs
- ★ Eventual U.S. 75 reconstruction



City of Sherman, Texas

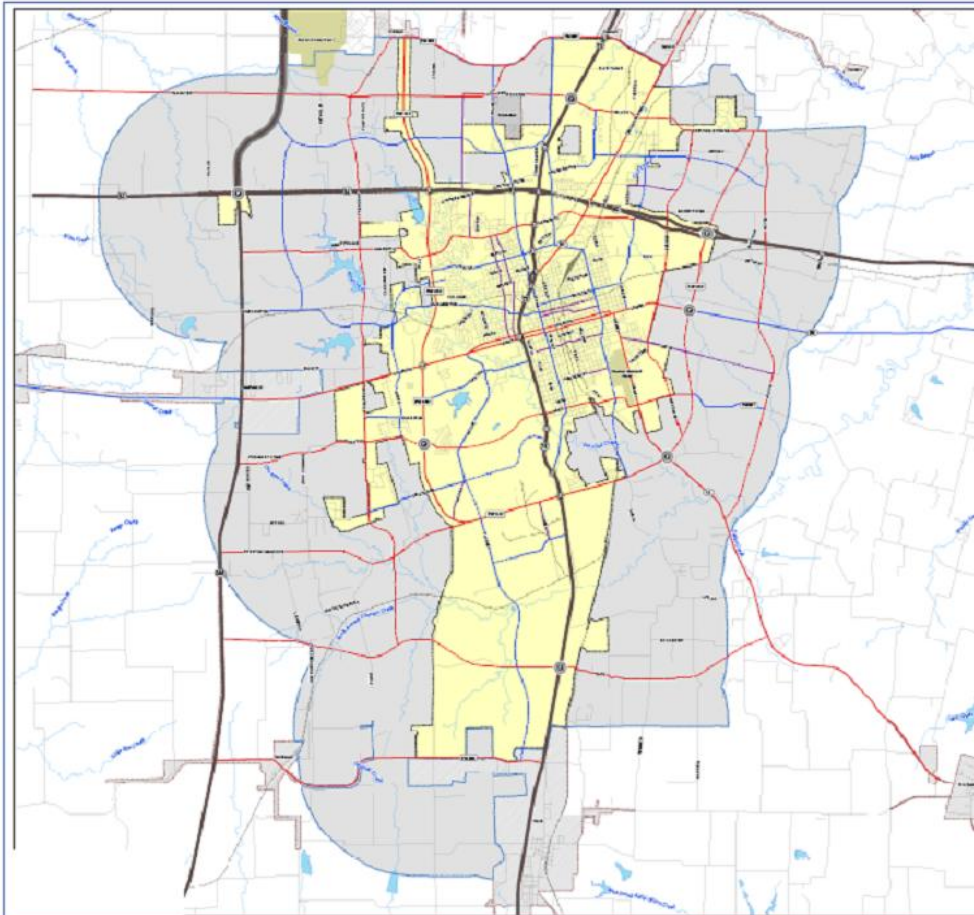
TRANSPORTATION



- ★ **GOAL 4.1:** A safe and well-maintained roadway system in Sherman.
- ★ **GOAL 4.2:** Expanded opportunities for walking and bicycling.
- ★ **GOAL 4.3:** Respect for community character with ongoing transportation system expansion.
- ★ **GOAL 4.4:** Enhanced and expanded public transportation options.



City of Sherman, Texas



MAP 4.1

THOROUGHFARE PLAN MAP

1 inch = 2,500 feet

LEGEND

Grade Separated Interchanges

⊗ Existing

⊗ Proposed

Arterials & Freeway

— Major Arterial

— Minor Arterial

— Collector

— Proposed Major Arterial

— Proposed Minor Arterial

— Proposed Collector

— Regional Freeway

— Proposed Regional Freeway

Boundaries, Water & Infrastructure

⊗ Sherman City Limits

— Extrajurisdictional Jurisdiction (2 miles)

⊗ Places

⊗ Lakes

— Streams

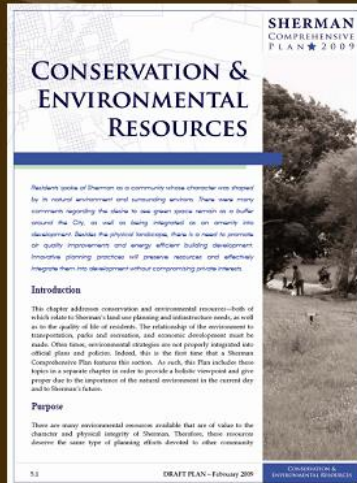
— Railroads

NOTE: The Thoroughfare Plan shows general alignments for existing and planned roadways. The plan is a guide for general transportation planning and engineering decisions. Proposed alignments shown on the plan are subject to change based upon design and implementation considerations.

DRAFT - 02.10.09

 SHERMAN
COMPREHENSIVE
PLAN ★ 2009

CONSERVATION & ENVIRONMENTAL RESOURCES



- ★ **GOAL 5.1:** Community support and recognition of local agriculture and ranching activities.
- ★ **GOAL 5.2:** Utilization of natural resource protection tools.
- ★ **GOAL 5.3:** Reduced land pollution and waste generation.
- ★ **GOAL 5.4:** Enhanced air quality.
- ★ **GOAL 5.5:** Reduced energy use and improved building efficiency.



City of Sherman, Texas

Key Facts: **PARKS, RECREATION & OPEN SPACE**

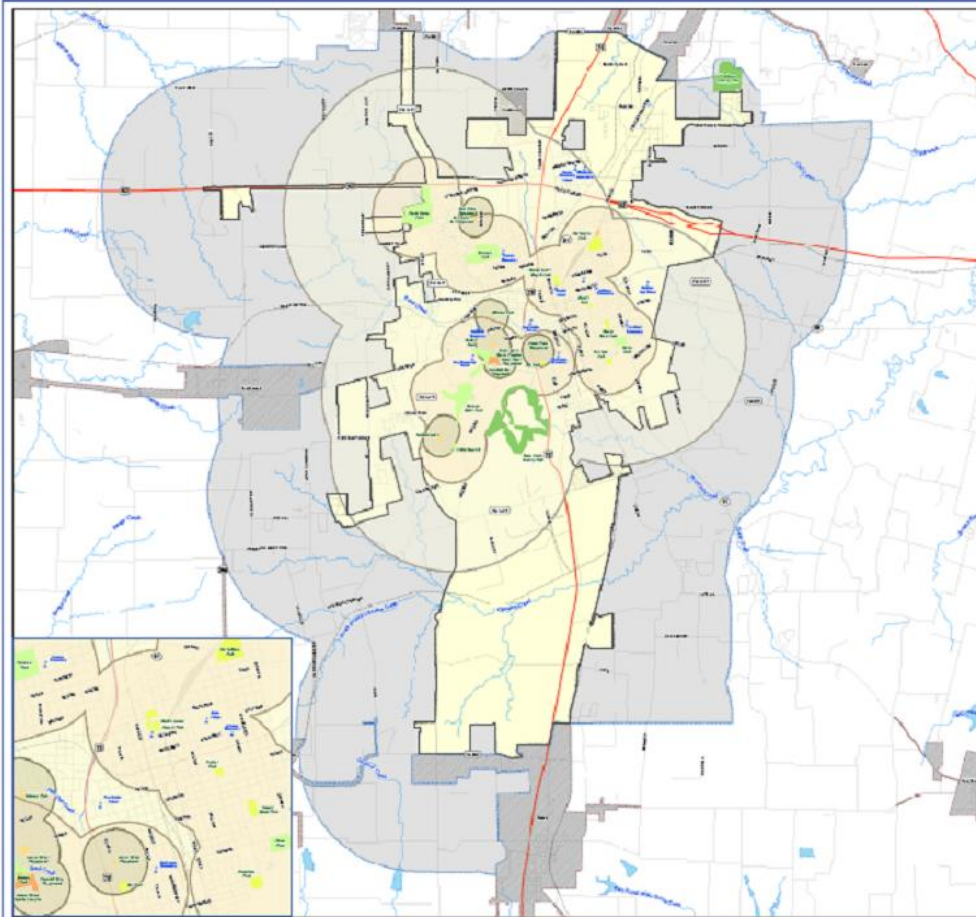
- ★ 373 acres currently versus 312-acre benchmark—*61 acre surplus*
- ★ Surplus of community parkland, deficiency of neighborhood parkland



- ★ 405-acre target for 2030 population of 50,600 persons
- ★ Heavy utilization of existing parks—*higher maintenance, more frequent facility replacement*



City of Sherman, Texas



MAP 6.2

PARK SERVICE AREAS

1 inch = 2,500 feet

LEGEND

Parks & Schools

- Private Recreation Sites
- Community Parks
- Neighborhood Parks
- Mini Parks
- Special Use Parks
- Sherman Schools

Park Service Areas

- Community Park Service Area (2 sq mi)
- Neighborhood Park Service Area (112 mi)
- Mini Park Service Area (114 mi)

Boundaries, Water, & Infrastructure

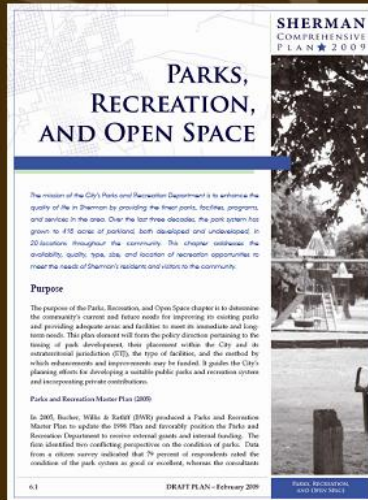
- Sherman City Limits
- Extraterritorial Jurisdiction (2 mi)
- Places
- Lakes
- Streams
- Railroads

DRAFT - 02.10.09



SHERMAN
COMPREHENSIVE
PLAN ★ 2009

PARKS, RECREATION & OPEN SPACE



★ **GOAL 6.1:** Incremental development of an interconnected community trail network.

★ **GOAL 6.2:** Expanded facility offerings to address unmet and new park needs.

★ **GOAL 6.3:** A Partnership Policy among public and private entities to expand and improve the provision of recreational services and facilities.

★ **GOAL 6.4:** A balanced and wide variety of public parks, recreational areas, and open space in near proximity to all residents.



City of Sherman, Texas

Key Facts: **HOUSING & NEIGHBORHOODS**

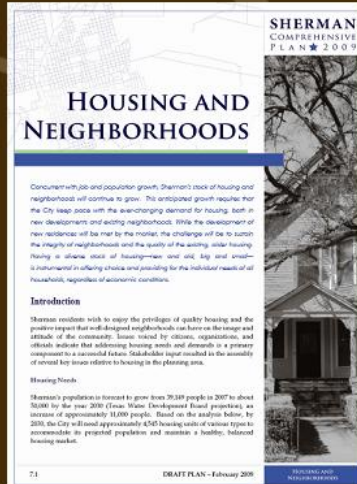


- ★ Will need ~4,545 more housing units by 2030 to accommodate population growth of ~11,000 persons
- ★ ~198 units per year through 2030
- ★ 2,563 more ownership units and 1,982 rental units if 56.4%:43.6% owner-rental ratio continues
- ★ 1,251 units permitted 2000-2008—
compared to 1,285 units during 1990s
- ★ As of 2000, 88.4% of housing units in Sherman were built before 1990
(36% during 1970s and 1980s)



City of Sherman, Texas

HOUSING & NEIGHBORHOODS



★ **GOAL 7.1:** *A high standard of overall site design in new developments.*

★ **GOAL 7.2:** *Preservation of existing housing and neighborhoods.*

★ **GOAL 7.3:** *A sufficient level of safe and attractive, affordable housing options.*



City of Sherman, Texas

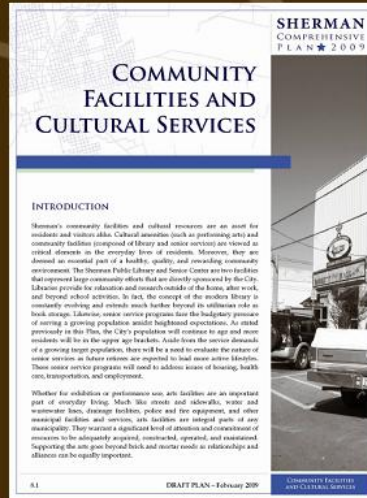
COMMUNITY FACILITIES & CULTURAL SERVICES



City of Sherman Design Workshop
Kendig Keast Collaborative

Downtown Sherman
CPAC Meeting July 24, 2008

COMMUNITY FACILITIES & CULTURAL SERVICES



★ **GOAL 8.1:** *High-quality, City-sponsored senior services and library resources.*

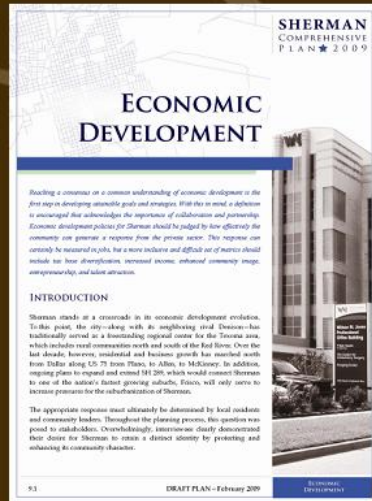
★ **GOAL 8.2:** *Growth of the arts and humanities programs in Sherman.*

★ **GOAL 8.3:** *Increasing the interaction of the Tourism Department with the arts and Downtown.*



City of Sherman, Texas

ECONOMIC DEVELOPMENT



- ★ **GOAL 9.1:** Stimulate economic activity through business development and industry attraction.
- ★ **GOAL 9.2:** Develop, retain, and attract talent.
- ★ **GOAL 9.3:** Promote and enhance quality of place.



City of Sherman, Texas

IMPLEMENTATION

Use the PLAN for decisions regarding:

- ★ Infrastructure investments
- ★ Development review
- ★ Public facilities and services
- ★ Annexation
- ★ Annual budgeting
- ★ City department programs, priorities
- ★ Potential City Code amendments
- ★ Intergovernmental coordination and public/private partnerships



City of Sherman, Texas

IMPLEMENTATION

- ★ Who does what?
 - City Council
 - Planning & Zoning Commission
 - City staff
- ★ Annual review and progress reporting
- ★ Formal plan amendment process at least every 2 years
- ★ In-depth review and update at least every 5 years
- ★ Ongoing community outreach



City of Sherman, Texas

ACTION AGENDA

- ☐ City Geographic Info System enhancements
(e.g., storm water, parks)
- ☐ Community-wide sidewalk inventory for targeting
repairs, improvements, grant requests
- ☐ Downtown Arts & Cultural District focus
(including physical link to Courthouse Square)
- ☐ Downtown development / revitalization
- ☐ Emergency Operations Center improvements
- ☐ Energy efficiency initiatives for public facilities
(and promotion of private measures)
- ☐ Enhanced and unified marketing effort through
SEDCO
- ☐ Enhanced community aesthetics
- ☐ Formal parkland dedication (and fee in lieu of
dedication) process
- ☐ Green building practices in new/upgraded City
facilities *(and promotion of private measures)*
- ☐ Leadership development and networking
*(annual Economic Summit, Young Professionals
Organization)*

ACTION AGENDA

- ☐ Maintain/expand strong recycling program
- ☐ Ongoing and new housing affordability initiatives
(low-income, first-time homebuyers, seniors)
- ☐ Ongoing promotion of local arts and culture
(public/private Steering Committee)
- ☐ "Parks to Standard" maintenance and enhancement initiative for existing parks
- ☐ Promotion of conservation development practices
- ☐ Rehabilitation of older housing stock
- ☐ Revitalization of older neighborhoods
- ☐ Roadway system maintenance, upgrades, and safety improvements
- ☐ SPD / SFD facility needs study
- ☐ Senior Center modernization and upgrades
- ☐ Sherman Public Library modernization and upgrades
- ☐ Specific park/recreation improvements in accordance with 2005 Master Plan
- ☐ Strategic annexation planning

ACTION AGENDA

- ☐ Storm drainage studies and planning for targeted capital improvements and financing
- ☐ Trail, Bikeway & Greenway Master Plan and initial trail network development
- ☐ Transit system improvements by TAPS
- ☐ Updated and enhanced development regulations
- ☐ Wastewater system improvements
- ☐ Water system improvements
- ☐ Water / wastewater system master plan
- ☐ Workforce development and training

Action **PRIORITIZATION** Exercise

- ★ Each person gets 8 sticker dots
- ★ 7 dots of the same color = 5 pts each
- ★ 1 “silver bullet” dot = 10 pts
- ★ Among all the Action Agenda items, place your dots to indicate your highest priorities
- ★ Can spread dots over 8 separate items or put multiple dots on an item
- ★ **Take about 10 minutes ...
then we'll tally the results and discuss**



City of Sherman, Texas

ACTION AGENDA

- 70  City Geographic Info System enhancements
(e.g., storm water, parks)
 - ☐ Community-wide sidewalk inventory for targeting repairs, improvements, grant requests
 - ☐ Downtown Arts & Cultural District focus
(including physical link to Courthouse Square)
- 45  Downtown development / revitalization
 - ☐ Emergency Operations Center improvements
- 5  Energy efficiency initiatives for public facilities
(and promotion of private measures)
- 25  Enhanced and unified marketing effort through SEDCO
- 30  Enhanced community aesthetics
- 20  Formal parkland dedication (and fee in lieu of dedication) process
- 15  Green building practices in new/upgraded City facilities (and promotion of private measures)
- 10  Leadership development and networking
(annual Economic Summit, Young Professionals Organization)

02/25/2009

ACTION AGENDA

- ☐ Maintain/expand strong recycling program
- 20 ☒ Ongoing and new housing affordability initiatives
(*low-income, first-time homebuyers, seniors*)
- 5 ☒ Ongoing promotion of local arts and culture
(*public/private Steering Committee*)
- 50 ☒ "Parks to Standard" maintenance and enhancement
initiative for existing parks
- 15 ☒ Promotion of conservation development practices
- 5 ☒ Rehabilitation of older housing stock
- 60 ☒ Revitalization of older neighborhoods
- 35 ☒ Roadway system maintenance, upgrades, and safety
improvements
- 25 ☒ SPD / SFD facility needs study
- 35 ☒ Senior Center modernization and upgrades
- 30 ☒ Sherman Public Library modernization and upgrades
- 10 ☒ Specific park/recreation improvements in accordance
with 2005 Master Plan
- 50 ☒ Strategic annexation planning

02/25/2009

ACTION AGENDA

65



Storm drainage studies and planning for targeted capital improvements and financing

40



Trail, Bikeway & Greenway Master Plan and initial trail network development

115



Transit system improvements by TAPS



Updated and enhanced development regulations

10



Wastewater system improvements

25



Water system improvements

25



Water / wastewater system master plan

15



Workforce development and training

02/25/2009

STATE OF TEXAS

§

March 2, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on March 2, 2009.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 16, 2009 and the Called City Council Meeting of February 18, 2009. Deputy Mayor Wacker moved to approve the Minutes as presented; Second by Council Member Adami. All present voted AYE.

MOTION CARRIED.

APPROVE MINUTES

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Adami asked to remove Item C-2 entitled "Resolution 5326 – Authorizing Execution of an Encroachment Easement to Woodmont Sherman, L.P. for the Construction of a Retaining Wall in the Drainage and Utility Easement of Lots 1, 2, 3, 4, and 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition to the City of Sherman" and Council Member Steele asked to remove Item C-9 entitled "Resolution 5333 – Awarding a Bid to and Authorizing Execution of a Contract with Planet Ford for the Purchase of Three 2009 Ford Crown Victoria Police Interceptor Vehicles" from the Consent Agenda for consideration in their regular order of business.

CONSENT AGENDA

The Mayor also received a request to remove Item D-1 entitled "Consider Request of the 2009 Earth Day Planning Committee to Temporarily Close Certain Streets, Suspend Parking Time Limits, and Use Certain City Facilities and Services for the 2009 Earth Day Festival on Saturday, April 19, 2009" from the Consent Agenda for consideration in its regular order of business.

Council Member Smith moved to approve the Consent Agenda, with the exception of Items C-2, C-9, and D-1, which will be considered in their regular order of business. Second by Council Member Softly. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5325 – APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

**RES 5325
CERTIFICATES
OF OBLIGATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

George Olson, City Manager, introduced Garry Kimball, Managing Director, Specialized Public Finance, Inc., who is the City's Financial Advisor.

Mr. Kimball explained that the Notice they are being asked to approve is a non-binding notice that allows for the use of proceeds, the date on which the actual sale of the bonds and the award will occur, and specifies the "not to exceed" amount.

The City Council will then be asked to approve the actual interest rate at the April 6, 2009 City Council Meeting. They will be able to close by the end of that month.

Mr. Kimball said rates have improved dramatically and if the bonds were sold today, he felt the City would get a rate of 4.25% on 20 year fixed rate money.

Mayor Magers said he thought with the AA Bond Rating, the City would be able to get a rate below 4%. Mr. Kimball said short rates have increased in the last few weeks. Robby Hefton, Assistant City Manager/CFO, said Mr. Kimball has been very conservative in the past and the City appreciated that.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5325, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5326 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO WOODMONT SHERMAN, L.P. FOR THE CONSTRUCTION OF A RETAINING WALL IN THE DRAINAGE AND UTILITY EASEMENT OF LOTS 1, 2, 3, 4 AND 5 OF BLOCK A IN THE REPLAT OF BLOCKS A, B, AND D OF SHERMAN COMMONS ADDITION TO THE CITY OF SHERMAN

**RES 5326
WOODMONT
RETAINING WALL**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO WOODMONT SHERMAN, L.P. FOR THE CONSTRUCTION OF A RETAINING WALL IN THE DRAINAGE AND UTILITY EASEMENT OF LOTS 1, 2, 3, 4

AND 5 OF BLOCK A IN THE REPLAT OF BLOCKS A, B AND D OF SHERMAN COMMONS ADDITION TO THE CITY OF SHERMAN.

Council Member Adami asked to remove Item C-2 from the Consent Agenda for discussion in its regular order of business.

Council Member Adami asked if Woodmont had to make changes or improvements to the retaining wall in the future, would they be required to adhere to higher standards. Scott Shadden, Director of Developmental Services, said the new retaining wall standards in the Overlay District would apply.

Council Member Steele asked if they had already made the repairs. Mark Gibson, Director of Utilities and Engineering, said they need to make the repairs to preserve their structures.

Mayor Magers asked if the City could force Woodmont to upgrade their retaining walls at their own cost. Mr. Olson said the City has exhausted every avenue possible to get them to upgrade the walls. They have even proved that the walls were built structurally as they were engineered and they have met all the requirements of the Developers Agreement.

Mayor Magers asked if the earthen wall is not holding like it is supposed to, can the City force them to put in some stronger retention walls. Mr. Gibson said the City could not force them to do anything until there is actual damage.

Deputy Mayor Wacker said the Council would be approving the encroachment agreement and they need that to do the repairs. Mr. Hefton said the Developers Agreement with Woodmont says the City will give them an encroachment so the Resolution is living up to that obligation. Mr. Gibson added that the encroachment agreement spells out certain responsibilities that Woodmont will have.

Council Member Adami asked if the repairs would have to meet the current standards. Council Member Steele said if a wall fails and parts of the wall have to be completely rebuilt, would they have to be rebuilt to meet the new standards, especially regarding allowable materials. Mr. Shadden said if its in the Overlay District and the repairs are beyond maintenance and repair, then the new walls would be required to comply with the new standards.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5326, as presented. Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5327 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESCOR, INC. D/B/A VESSELS CONSTRUCTION FOR THE REHABILITATION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESCOR, INC. D/B/A VESSELS CONSTRUCTION FOR THE REHABILITATION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND AVENUE.

RES 5327
BROCKETT ST.
PROJECT

RESOLUTION NO. 5328 – AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE PURCHASE AND INSTALLATION OF STREET LIGHTS ALONG BROCKETT STREET, BETWEEN GRAND AVENUE AND TRAVIS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE PURCHASE AND INSTALLATION OF STREET LIGHTS ALONG BROCKETT STREET, BETWEEN GRAND AVENUE AND TRAVIS STREET.

RES 5328
BROCKETT ST.
STREET LIGHTS

Council Member Howeth expressed concern that when traffic comes off Highway 75 onto Travis Street, there is not a good access to Brockett Street. She felt there should be better signage directing drivers to Austin College by way of Brockett Street. She asked if signage would emphasize that entryway into Austin College instead of using Grand Avenue.

Jeff Miller, Director of Public Works, said there is signage along the frontage road, but he knew of no plan to add signage at Brockett Street, however it could be done.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution Nos. 5327 and 5328, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

ABSTAIN: Wacker.

MOTION CARRIED.

RESOLUTION NO. 5329 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GARNER ENTERPRISE LANDSCAPE & IRRIGATION FOR THE 2009 FINISH MOWING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GARNER ENTERPRISE LANDSCAPE & IRRIGATION FOR THE 2009 FINISH MOWING PROGRAM.

CONSENT AGENDA.

RES 5329
ANNUAL FINISH
MOWING

**RESOLUTION NO. 5330 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER
MOWING & LANDSCAPING COMPANY FOR THE 2009
ROUGH AND FIELD MOWING PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING & LANDSCAPING COMPANY FOR THE 2009 ROUGH AND FIELD MOWING PROGRAM.
CONSENT AGENDA.

RES 5330
ROUGH & FIELD
MOWING

**RESOLUTION NO. 5331 – AUTHORIZING THE ACCEPTANCE
OF FISCAL YEAR 2008 ASSISTANCE TO FIREFIGHTERS
GRANT AGREEMENT NUMBER EMW-2008-FO-06027 FROM
THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND
THE U.S. DEPARTMENT OF HOMELAND SECURITY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2008 ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT NUMBER EMW-2008-FO-06027 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY.

RES 5331
FEMA
FIREFIGHTERS
GRANT

Jeff Jones, Fire Chief, explained that the grant provided training materials to the Fire Department. The application was made for two projects at a cost of \$68,000. On January 30, 2009, the City was notified they received the grant at a 90/10%. Therefore the City will be obligated for 10% of the project, which is \$6,800.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5331, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 5327 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
VESCOR, INC. D/B/A VESSELS CONSTRUCTION FOR THE
REHABILITATION OF BROCKETT STREET FROM TRAVIS
STREET TO GRAND AVENUE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESCOR, INC. D/B/A VESSELS CONSTRUCTION FOR THE REHABILITATION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND AVENUE.

RES 5327
BROCKETT ST.
PROJECT

Shawn McMahon, P.O. Box 153086, Irving, Texas

Mayor Magers apologized to Shawn McMahon, Co-Owner, McMahon Contracting L.P., for overlooking the card he submitted to talk on Agenda Item C-3, Resolution No. 5327 concerning the Brockett Street project.

Mr. McMahon's company was the low bidder on the Brockett Street project. The second place bid on the project was \$100,000 higher than their bid. He was told that BWR, the consulting engineer on the project, was recommending that McMahon Contracting not be awarded the project. He felt they were not being recommended because of an alleged conflict on another project McMahon Contracting is performing for the City of McKinney.

He asked the City to consider the following facts concerning the conflict before they considered spending an additional \$100,000 on the project. McMahon Contracting constructed the street in McKinney in accordance with the plans submitted from BWR with only minor discrepancies. BWR's plans included incorrect elevations that caused the construction of the street higher than the adjacent properties.

Upon discovering this and before construction of the road, McMahon Contracting notified the City engineer and was directed to continue construction. BWR has now admitted to making a mistake in the plan drawings and the City of McKinney has now requested that they replace the road based on the revised plans from BWR to show a lower elevation for the entire road.

In an effort of good faith and cooperation, McMahon Contracting has agreed, under protest, to replace the road. BWR has offered a settlement which equals about one-third of the actual cost of repairing their mistake.

Mr. McMahon said McMahon Contracting has been in business since 1993 and he appeared to protect the reputation of the company and the employees. He added that many of their customers would provide favorable references for the company.

He asked the Council to consider the facts and the additional \$100,000 cost for the project if awarded to the second lowest bidder.

Mayor Magers said the Council has already voted on the item. He said he was briefed on the situation and said the Council does not get involved in micromanaging the staff. Whatever the reason for the decision, the project is under budget and the staff made their recommendation. Council Members did not wish to reconsider the vote.

RESOLUTION NO. 5332 – AUTHORIZING THE PURCHASE OF TRAINING EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM F.D. TRAINING SYSTEMS, A SOLE SOURCE VENDOR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF

**RES 5332
FIRE DEPT.
TRAINING EQUIP.**

TRAINING EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM F.D. TRAINING SYSTEMS, A SOLE SOURCE VENDOR.
CONSENT AGENDA.

RESOLUTION NO. 5333 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PLANET FORD FOR THE PURCHASE OF THREE 2009 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PLANET FORD FOR THE PURCHASE OF THREE 2009 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES.

RES 5333
PURCHASE OF
POLICE VEHICLES

Council Member Steele asked to remove Item C-9 from the Consent Agenda for discussion in its regular order of business.

Council Member Steele wanted to make sure that local vendors were given an opportunity to bid on the vehicles. Tom Watt, Police Chief, said whether the local vendors responded or not, the Purchasing Department routinely includes the local vendors. In past years the local vendors have either not bid on the vehicles or have not been the low bidder.

Chief Watt said he did not know if the local vendors bid on the project this year, but assured the Council they would have been contacted in the normal order of business.

Council Member Steele wanted to be sure the local vendors were given ample opportunity to bid.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5333, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER REQUEST OF THE 2009 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS, SUSPEND PARKING TIME LIMITS, AND USE CERTAIN CITY FACILITIES AND SERVICES FOR THE 2009 EARTH DAY FESTIVAL ON SATURDAY, APRIL 18, 2009

CLOSE STREETS
EARTH DAY
ACTIVITIES

Mayor Magers had a request to remove Item D-1 from the Consent Agenda for discussion in its regular order of business.

Amy Hoffman-Shehan, 1503 S. Travis
Marla Loturco, 303 Market Street, Whitesboro

Ms. Hoffman-Shehan and Ms. Loturco appeared representing the Earth Day Planning Committee.

Ms. Hoffman-Shehan said this year's Earth Day event is the first year of what will become an annual event. The City has been listed as a sponsor for waiving the rental fees. They are paying for staffing and security.

Many organizations are working together and the day will include workshops, children's activities, music, and other coordinated events.

Ms. Hoffman-Shehan said a class will be offered by the North Texas Illegal Dumping Resource Center, dealing with illegal dumping, water pollution, and illegal burning of waste. The class will be free to City or County officials or employees and continuing education credit will be given.

Ms. Loturco outlined other workshops that will be held during the event in the Municipal Ballroom and on the Grounds.

ACTION TAKEN.

Motion by Council Member Steele to approve the request of the Earth Day Planning Committee to temporarily close certain streets, suspend parking time limits, and use certain City facilities and services for the 2009 Earth Day Festival on April 18, 2009, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RECEIVE PUBLIC WORKS DIRECTOR JEFF MILLER'S PRESENTATION ON STREET SERVICES ISSUES

Jeff Miller, Public Works Director, briefed the City Council on Street Services issues, saying that transportation in Sherman is good and getting better.

STREET SERVICES ISSUES

Each year the City evaluates and prioritizes streets for the maintenance program. Sealcoating extends the life of an asphalt street and can be completed several times on the same street, yet it is very cost effective. The City seal coats 25 to 30 miles of streets annually.

About a year and a half ago, the Council allowed the Street Department to purchase a zipper machine at a cost of \$100,000. The zipper has greatly extended the City's capability to extend the life of a street that has worn out. The zipper recycles the old asphalt into a base material for the street to help stabilize it.

The zipper has been used on projects on Shepard Drive (approximately 2 miles) and Moore Street and O.B. Groner

Road from the City to Park Street. The remaining portion of Moore Street and O.B. Groner Road is now being rebuilt through this method.

Council Member Smith asked if the plan was to use the zipper in more populated areas. Mr. Miller said they could, but the greatest application of the zipper is in the rural area. They are also using the zipper in Starlight alley, which is worn out.

Mr. Miller addressed the Enhanced Thoroughfare Plan which was adopted about a year and a half ago and is funded with a portion of the sales tax. The tax will sunset in April 2012.

For 2009, the projects planned for mill and overlay included Washington Street, from Heritage Parkway to Woods Street; Taylor Street, from Highway 75 to Texoma Parkway; Grand Avenue, from Texoma Parkway to Lamar Street; and Lamberth Road, from Heritage Parkway to Loy Lake Road.

Mr. Miller said that the City is receiving "aggressive pricing" from contractors and asphalt prices are going down, so the City will be able to add a two mile section for a project on Lamberth Road in this fiscal year, making a total of five miles that will be milled and overlaid this year.

Mr. Miller updated the Council on the Capital Improvement Projects for this fiscal year, including the Canyon Creek Drive Extension, from the O'Hanlon Addition to Shady Oaks Drive, which will include 1,700 to 1,800 feet of new street.

The design on the street is complete however it will be constructed in conjunction with the Pecan Grove Park construction, in order to save money on the concrete work. The anticipated construction date is May 1, 2009 and the project should take three months to complete.

The Washington Street Rebuild Project should be awarded on October 5, 2009 and includes approximately 5,100 feet of street and a bridge replacement.

Other projects by the Street Department include placing brick pavers at the intersection of Highway 75 and Travis Street, near Kam Korner's. The pavers were given to the City by the Texas Department of Transportation so the only project cost was labor.

Another beautification that has been ongoing is the painting of all the bridge overpasses and railings in the City with a black and tan color scheme.

Mr. Hefton added that the City has received favorable pricing for not only street projects, but also for water and sewer projects. The staff is working on opportunities to issue short term debt to get all 16 miles of projects that were originally planned with less money. If so, this would allow

the City to complete more projects with less money. The staff will bring a proposed plan back to the Council for future consideration.

The debt service would still be paid over the same time period that the revenue stream was coming in, but there is a potential for tremendous savings on the projects.

Mayor Magers wanted to be sure that the one-eighth percent sales tax that was approved for streets would cover the amount needed to service the debt. Mr. Hefton reminded the Council that the sales tax for streets revenue was only used for existing streets and not for the construction of new streets or the extension of roads.

**ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED
SEPTEMBER 30, 2008 FROM PATTILLO, BROWN & HILL,
L.L.P.**

ANNUAL AUDIT

John Manning, Audit Partner, Pattillo, Brown & Hill, L.L.P., has met with the Council Audit Committee to discuss the Annual Audit. As of September 30, 2008, the City had an “unqualified opinion” which is the highest level of assurance the auditors can give.

The net assets in all three categories are positive and the City has a General Fund balance of \$9.7 million. One dramatic increase over last year is in the General Improvement Fund balance which is about \$7.2 million, do to the issuance of the 2008 bond proceeds.

There are positive assets in both the water and sewer activities and they are in a healthy position. The City is under budget of expenditures for the year.

Council Member Adami referenced the increase in the City’s bond rating.

Mr. Hefton discussed the budget for the General Fund and the transfers out to the General Improvement Fund, adding that the General Fund performed better than budgeted. Mayor Magers verified that the City moved revenues out of the income into Capital Improvement Projects.

Mr. Manning said there were two minor compliance issues in the Single Audit Report. The Manager’s Response is also included, and Mr. Manning said they concur with it. Also, because the City spends over \$500,000 in Federal funds, they must also review the Community Development Block Grant Program. There was also one minor response there and the Manager’s Response is included.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to accept the Annual Audit Report for the year ended September 30, 2008, as presented. Second by Council Member Adami.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

VISIT TO THE ANIMAL SHELTER

Council Member Howeth and her daughter recently visited the Animal Shelter to adopt a pet. She was very pleased with the conditions and cleanliness of the facility. She said everyone should visit the Shelter.

CENTER STREET FACILITY

Deputy Mayor Wacker said she has heard in the community that citizens are very excited about the Center Street Facility and anxious for it to open.

SHERMAN HIKING TRAIL SYSTEM

Council Member Adami said he spoke with a new citizen recently and she was impressed with the Fairview Park, Baker Park, and the Binkley Park Trail System and was looking forward to the opening of the Center Street Park.

COMPREHENSIVE MASTER PLAN

Mayor Magers said the City has completed the Comprehensive Master Plan and he thanked all citizens that participated and especially the ones that served on the Committee. It was a community effort and there are a lot of ideas. It is truly a community document and says a lot about where Sherman is and where she's going.

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

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

SECTION 551.074

PERSONNEL MATTERS:
DELIBERATING THE
APPOINTMENT, EMPLOYMENT,
EVALUATION, REASSIGNMENT,
DUTIES, DISCIPLINE OR
DISMISSAL OF A PUBLIC
OFFICER OR EMPLOYEE:
CITY ATTORNEY

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:53 p.m.

CITIZENS REQUESTS

MEDIA QUESTIONS

VISIT TO THE
ANIMAL SHELTER

CENTER STREET
FACILITY

SHERMAN HIKING
TRAIL SYSTEM

COMPREHENSIVE
MASTER PLAN

EXECUTIVE SESSION

On Motion duly made and carried, the Executive Session recessed at 6:32 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:32 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

STREET SERVICES

CITY COUNCIL UPDATE
March 2009



STREET MAINTENANCE AND REHABILITATION

Annual Seal Coat

- Evaluate & prioritize streets each year
- Level-up & crack seal
- Apply oil and stone
- Seal coat 25 – 30 miles
- Sweep excess stone off street surface



Zip & Seal

- Purchased new asphalt zipper in 2007
- Greatly expands dept. capability to rebuild worn out streets
- Has application for rebuilding alleys and parking lots
- In-place recycling of old asphalt into a base material



Shepard Road



West Shepard Road

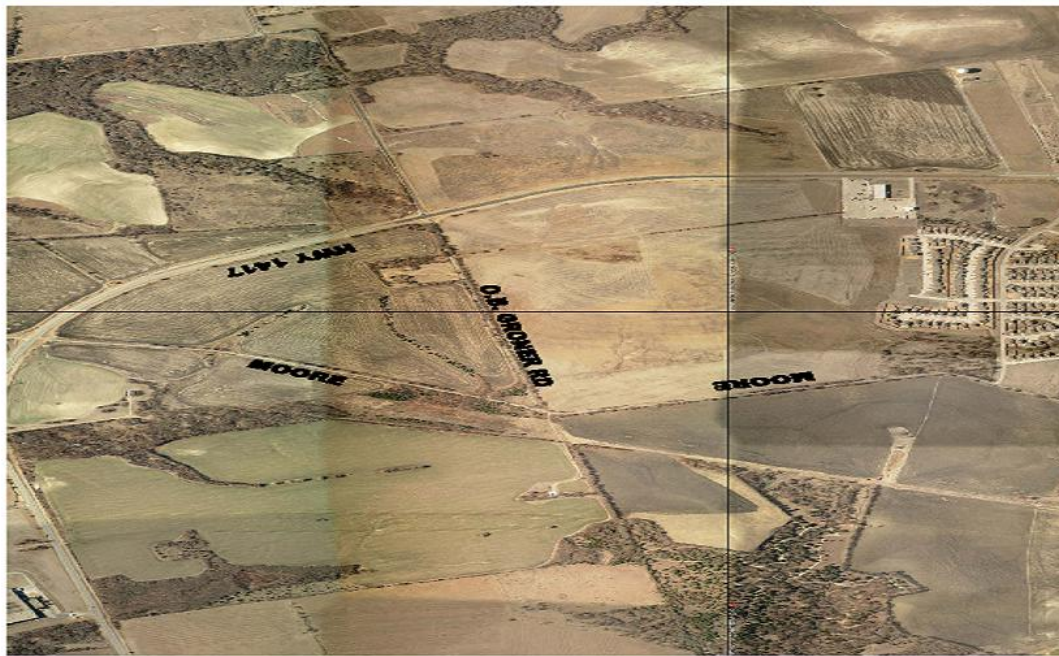
Before



After



Moore Street / O.B. Groner Rd.



Moore Street (South of Park St.)

1



2



3



O.B. Groner Road

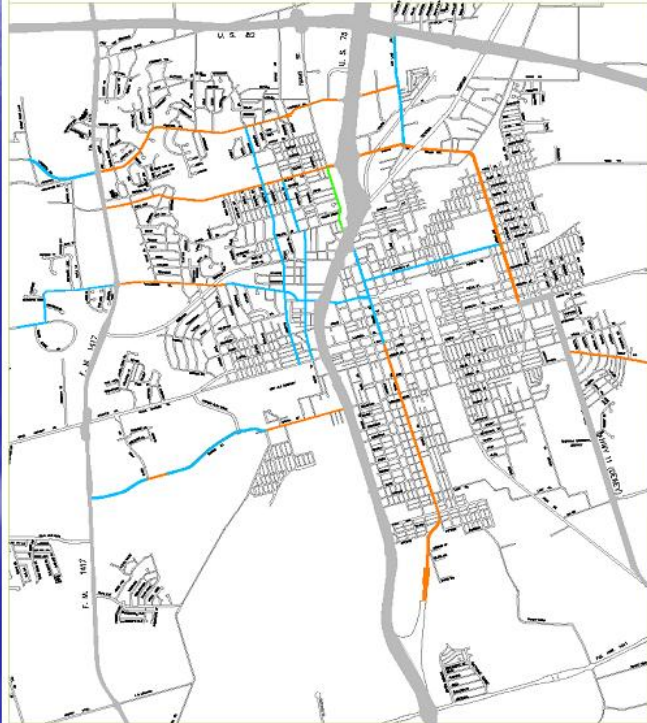


Five Year Plan to Improve Sherman's Thoroughfares

- Street Dept. Funds
- Sales Tax
- Bond Funds



ENHANCED THOROUGHFARE NETWORK



2009 MILL and Overlay

- Washington Street
Heritage PW to Woods St.
- Taylor Street
Highway 75 to Texoma PW
- Grand Avenue
Texoma PW to Lamar St.
- Lamberth Road
Heritage PW to Loy Lake Rd.



CIP PROJECT UPDATE

Canyon Creek Drive Extension

- March 8-15, 2009
 - Advertise for bids
- April 6, 2009
 - Award Construction Contract
- May 1, 2009
 - Anticipated construction start date (coordinated with Pecan Grove Park construction)
- 3 month construction



West Washington Street Rebuild

- March 15, 2009
 - 30% design
- May 22, 2009
 - 60% design
- August 15, 2009
 - 100% design
- September 15, 2009
 - Receive bids
- October 5, 2009
 - Award Construction Contract



The background of the slide is a solid blue color with a subtle pattern of horizontal, wavy light streaks in a lighter shade of blue, creating a sense of depth and movement.

OTHER PROJECTS

BRICK PAVER PROJECT

(HIGHWAY 75 @ TRAVIS STREET)



Bridge and Railing Painting





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5593

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 300 Block of Cornerstone Drive, being all of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition (Totten Investments LTD, Owners; Anil Ram, Global Designs, Design Manager/Representative; and Underwood Drafting and Surveying, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider the request of Totten Investments LTD (Owners), Anil Ram, Global Designs (Design Manager/Representative), and Underwood Drafting and Surveying, Inc. (Surveyors) concerning the property located in the 300 block of Cornerstone Drive, being all of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition, to allow a hotel in a C-1 (Retail Business) District and O-1 (75 & 82) Overlay District

Background

The property is located on Cornerstone Drive, which is on the west side of U.S. Highway 75, between Lamberth Road and U.S. Highway 82. The applicant would like to construct an eighty-eight (88) room, four (4) story Candlewood Suites Hotel at this location. Ninety-two (92) parking spaces will be provided.

Origination

Totten Investments LTD (Owners), Anil Ram, Global Designs (Design Manager/Representative), and Underwood Drafting and Surveying, Inc. (Surveyors)

Board Recommendation

At the February 17, 2009 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5593, 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. 5593

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT IN THE 300 BLOCK OF CORNERSTONE DRIVE, BEING ALL OF LOTS 7, 8, 9 AND 10, BLOCK 2 OF THE CORNERSTONE ADDITION (TOTTEN INVESTMENTS, LTD, OWNERS; ANIL RAM, GLOBAL DESIGNS, DESIGN MANAGER/ REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYORS); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City 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, Totten Investments LTD (Owners), Anil Ram, Global Designs (Design Manager/Representative) and Underwood Drafting and Surveying, Inc. (Surveyors) are granted a Specific Use Permit to allow a hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 300 block of Cornerstone Drive, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING all of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking and driving surfaces shall be concrete.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

5. Drive approaches shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department
6. A drainage plan shall be furnished to the City Engineer for review.
7. Provide utility requirements and verify available capacity of existing utility mains serving the property.

Fire Dept.:

8. New construction will require automatic fire suppression and automatic fire detection system.
9. Fire Alarm Contractor should contact the Fire Department for permit application and instructions.
10. Fire Suppression Contractor should contact the Fire Department for permit application and instructions.
11. Fire alarm and fire sprinkler system must be accepted prior to Certificate of Occupancy.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



LEGEND

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



300 BLOCK OF CORNERSTONE DR.

ENGINEERING DEPARTMENT

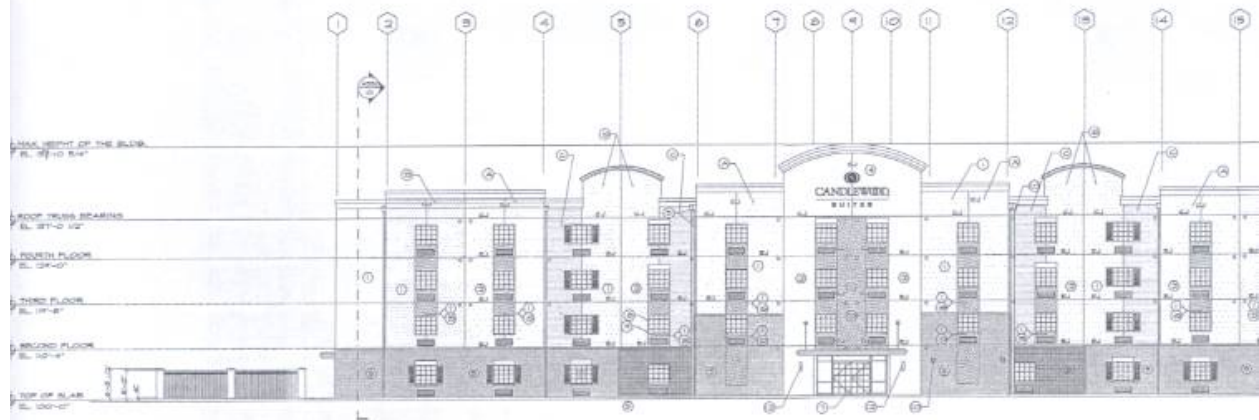




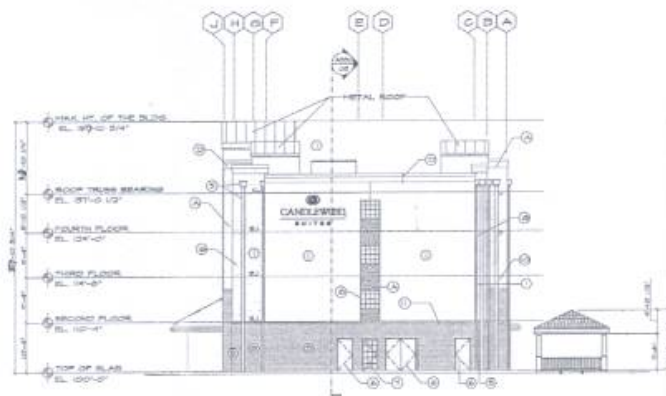
300 Blk of Cornerstone D







01 FRONT ELEVATION
SCALE: 3/32" = 1'-0"



02 RIGHT SIDE ELEVATION
SCALE: 3/32" = 1'-0"

ELEVATION

- 1 - WALLS - S.F.S.
- 2 - EXTERIOR INSULATION FIBER GLASS
- 3 - CORNER JOINT INDICATED AS S.C. OR S.F. S.F. CONSTRUCTION "X" JOINT IS IN BUTTE THE DETAIL TO BE USED AT JOINT WHERE S.F.S. & TACKLING DOES NOT COME
- 4 - 2" X 4" X 1/2" VEEP INSULATION JOINT
- 5 - NOT USED
- 6 - PREPARED ALUMINUM COLLECTION HEAT / SITTERS & SINKS BRASS, CHROME, STAINLESS STEEL
- 7 - WALLS METAL JOINTS SEE SCHEDULE
- 8 - ALUMINUM JOINT SYSTEMS SEE SCHEDULE

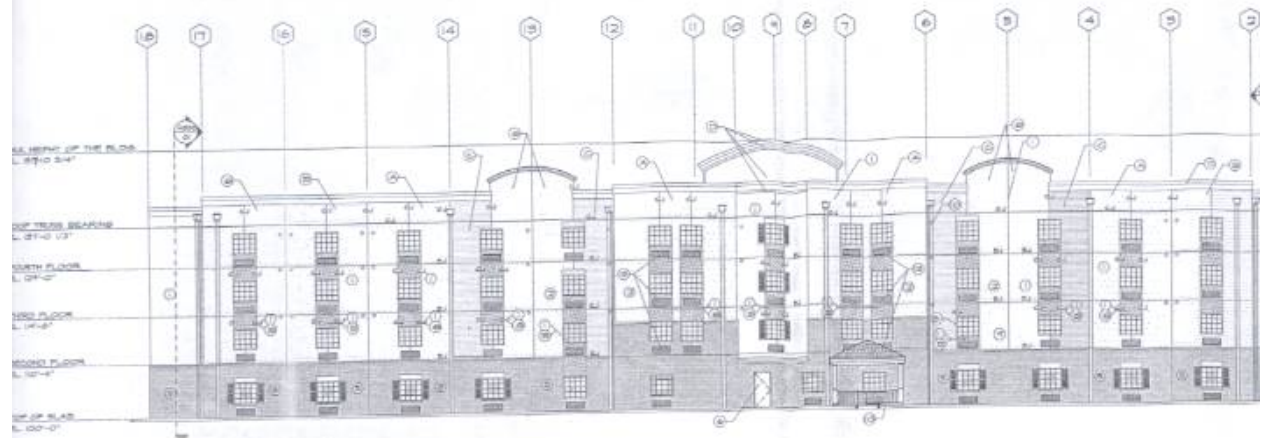
E.I.F.S. COLOR

WATCH GIVE COLOR TO THE FOLLOWING MATERIALS

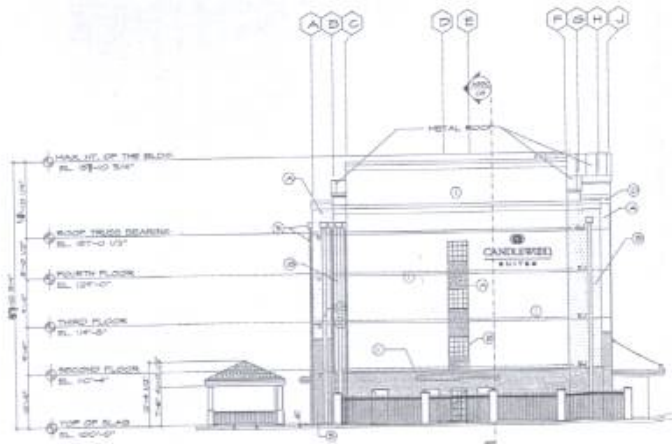
- A - WHITE SAND
- B - LIGHT SAND
- C - MEDIUM SAND
- D - DARK SAND
- E - DARK COLOR - PLASTER BRICK
- F - GALLERY FLOOR TILE

E.I.F.S. THICKN

- 1 - 1/2" THICK S.F.S.
- 2 - 2" THICK S.F.S.
- 3 - 4" THICK S.F.S.
- 4 - INSULATION FIBER
- 5 - 1/2"
- 6 - 1"



0 REAR ELEVATION
SCALE: 3/8\"/>



02 LEFT SIDE ELEVATION
SCALE: 3/8\"/>

ELEVATION

- 1 - WALL - BRICK
- 2 - WINDOW - DOUBLE HUNG WINDOW
- 3 - DOOR - 1/2\"/>
- 4 - ROOF
- 5 - ROOF - ALUMINUM
- 6 - ROOF - ALUMINUM
- 7 - ROOF - ALUMINUM

E.I.F.S. COLOR

WATCH SPEC COLOR TO THE FOLLOWING

- A - WHITE
- B - LIGHT GRAY
- C - MEDIUM GRAY
- D - DARK GRAY
- E - DARK GRAY
- F - DARK GRAY
- G - DARK GRAY
- H - DARK GRAY
- I - DARK GRAY
- J - DARK GRAY

E.I.F.S. THICK

- 1 - 1/2\"/>
- 2 - 1/2\"/>
- 3 - 1/2\"/>
- 4 - 1/2\"/>

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

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

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

300 Block of Cornerstone Drive
Being all of Lots 7, 8, 9, & 10, Block 2 of Cornerstone Addition.
Variance, Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Board of Adjustments

Variance to allow a four story hotel with a height of 58' in lieu of 3 stories, 45' height permitted in a C-1 (Retail Business) District and the O-1 (75&82) Overlay District.

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow a hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District.

Background

The property is located on Cornerstone Drive, which is on the west side of U.S. Highway 75, between Lamberth Road and U.S. Highway 82. The applicant would like to construct an 88 room, four-story Candlewood Suites Hotel at this location. Ninety two parking spaces will be provided.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Totten Investments LTD (Owners), Anil Ram, Global Designs (Design Manager/Representative) and Underwood Drafting and Surveying, Inc. (Surveyors)

Master Plan Designation:

Retail/Commercial

Number of notices mailed:

11

Objections Received:

0

Attachments:

Location map

Photographs

Site Plan

Staff Review Letter

Prepared by:

Patsy Reeves,

Development Services Secretary

Approved by:

Scott Shadden,

Director of Development Services

STAFF REVIEW LETTER

February 12, 2009

Totten Investments LTD
400 E. Lamar St.
Sherman, Texas 75090

Global Designs
Anil Ram
1001 Austrian Road
Grand Prairie, TX 75050-2805

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow a hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District located in the 300 Block of Cornerstone Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 17, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking and driving surfaces shall be concrete.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

5. Drive approaches shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department
6. A drainage plan shall be furnished to the City Engineer for review.
7. Provide utility requirements and verify available capacity of existing utility mains serving the property.

Fire Dept.:

8. New construction will require automatic fire suppression and automatic fire detection system.
9. Fire Alarm Contractor should contact the Fire Department for permit application and instructions.
10. Fire Suppression Contractor should contact the Fire Department for permit application and instructions.
11. Fire alarm and fire sprinkler system must be accepted prior to Certificate of Occupancy.

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

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

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

Respectfully,

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5594

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Two Additional School Classrooms in an R-1 (One Family Residential) District at 618 West Belden Street, being a Part of the J. B. McAnair Survey, Abstract No. 763 and the East 20' of Lot 46 of the Birge-Fairview Addition for a Total of 0.661 Acres (Sherman Montessori Preschool, Inc., Owners; Christopher Rehmet, Chairman of the Board and President of the Board of Trustees; Mike Wilson, Representative; and Sartin and Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider the request of Sherman Montessori Preschool, Inc. (Owners), Christopher Rehmet, (Chairman of the Board and President of the Board of Trustees), Mike Wilson (Representative) and Sartin and Associates, Inc. (Surveyors) concerning the property located at 618 West Belden Street, being a part of the J.B. McAnair Survey, Abstract No. 763 and the east 20' of Lot 46 of Birge-Fairview Addition for a total of 0.661 acres, to allow two additional school classrooms in an R-1 (One Family Residential) District.

Background

The property is located at 618 West Belden Street between Ricketts and Lockhart Streets. The owners would like to construct two additional classrooms for their preschool.

Origination

Sherman Montessori Preschool, Inc. (Owners); Christopher Rehmet (Chairman of the Board and President of the Board of Trustees); Mike Wilson (Representative); and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the February 17, 2009 regular meeting, the Planning and Zoning Board voted 8/1 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and subject to the School Administration and Board addressing any future traffic concerns with a reasonable plan.

Attachments

Ordinance No. 5594, 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. 5594

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 TWO ADDITIONAL SCHOOL CLASSROOMS IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 618 WEST BELDEN STREET, BEING A PART OF THE J. B. MCANAIR SURVEY, ABSTRACT NO. 763 AND THE EAST 20' OF LOT 46 OF THE BIRGE-FAIRVIEW ADDITION FOR A TOTAL OF 0.661 ACRES (SHERMAN MONTESSORI PRESCHOOL, INC., OWNERS, CHRISTOPHER REHMET, CHAIRMAN OF THE BOARD AND PRESIDENT OF THE BOARD OF TRUSTEES, MIKE WILSON, REPRESENTATIVE, AND SARTIN AND ASSOCIATES, INC., SURVEYORS); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City 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, Sherman Montessori Preschool, Inc. (Owners), Christopher Rehmet, (Chairman of the Board and President of the Board of Trustees), Mike Wilson (Representative), and Sartin and Associates, Inc. (Surveyors) are granted a Specific Use Permit to allow two additional school classrooms in an R-1 (One Family Residential) District, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of J. B. McAnair Survey, Abstract No. 763, being the east 20.00 feet of Lot No. 46 of Birges Fairview Addition to the City of Sherman, Texas as shown by plat of

record in Volume 88, Page 533, Deed Records, Grayson County, Texas, being all of a 15 x 267.3 ft. strip of land conveyed by Donald D. Davis to Luther James Townsend, et ux by Quit Claim Deed dated March 31, 1964, recorded in Volume 1004, Page 239 of said Deed Records, being all of an 89 x 267.3 ft. tract of land conveyed by Donald D. Davis to Luther James Townsend, et ux by deed dated March 24, 1964, recorded in Volume 1004, Page 238 of said Deed Records, and being more particularly described as follows to-wit:

BEGINNING at a 2 inch steel rod on the South line of Belden Street, said rod maintaining the Northeast corner of said 89 x 267.3 ft. tract;

THENCE South 16 deg. 06 min. 18 sec. East, a distance of 267.30 feet to a chain link fence corner post maintaining the Southeast corner of said 89 x 267.3 ft. tract;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said 89 x 267.3 ft. tract, at a distance of 89.0 ft. passing a 2 inch steel rod maintaining its Southwest corner, the Southeast corner of said 15 x 267.3 ft. strip, and continuing for a total distance of 104.00 feet to the Southwest corner of said 15 x 267.3 ft. strip on the East line of Lot No. 51 of said Birges Fairview Addition;

THENCE North 16 deg. 06 min. 18 sec. West, with the West line of said 15 x 267.3 ft. strip, the East line of Lots No. 51, 50, 49, 48 and 47 of said Birges Fairview Addition, a distance of 217.30 feet to the Northeast corner of said Lot No. 47, the Southeast corner of said Lot No. 46;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said Lot No. 47, the South line of said Lot No. 46, a distance of 20.00 feet to a chain link fence corner post;

THENCE North 16 deg. 06 min. 18 sec. West, with a chain link fence, a distance of 50.00 feet to a 1 inch pipe on the North line of said Lot No. 46, the South line of said Belden Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Belden Street, the North line of said Lot No. 46, at a distance of 20.0 ft. passing its Northeast corner, the Northwest corner of said 15 x 267.3 ft. strip, at a distance of 35.0 ft. passing the Northeast corner of said 15 x 267.3 ft. strip, the Northwest corner of said 89 x 267.3 ft. tract, and continuing for a total distance of 124.00 feet to the PLACE OF BEGINNING and containing **0.661 ACRES OF LAND** more or less

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District and the Commercial Tree and Landscaping Ordinance must be followed.

2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
4. Employee parking must be provided on site.
5. Additional drop off and pick up areas should be provided to eliminate stacking of vehicles in the street.
6. 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.

Fire Dept.:

7. Both classrooms will be required to have a fire alarm system, including smoke detectors and manual pull stations. The system must be connected to the building fire alarm system.
8. The fire alarm system installation will require a permit. Fire Alarm Contractor should contact the Fire Department for permit application and instructions.
9. Fire alarm must be accepted prior to Certificate of Occupancy.
10. Clarify distance from road to new classroom location. It appears, based on submittal, that the new classrooms are greater than 150' from the street. Contact Fire Department regarding this issue. Fire Code requires access if any portion of the building is more than 150' from street or fire lane. This issue must be resolved prior to the issuance of a building permit application.

Planning & Zoning Commission:

11. School Administration and Board addressing any future traffic concerns on a reasonable plan.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



LEGEND

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



618 WEST BELDEN

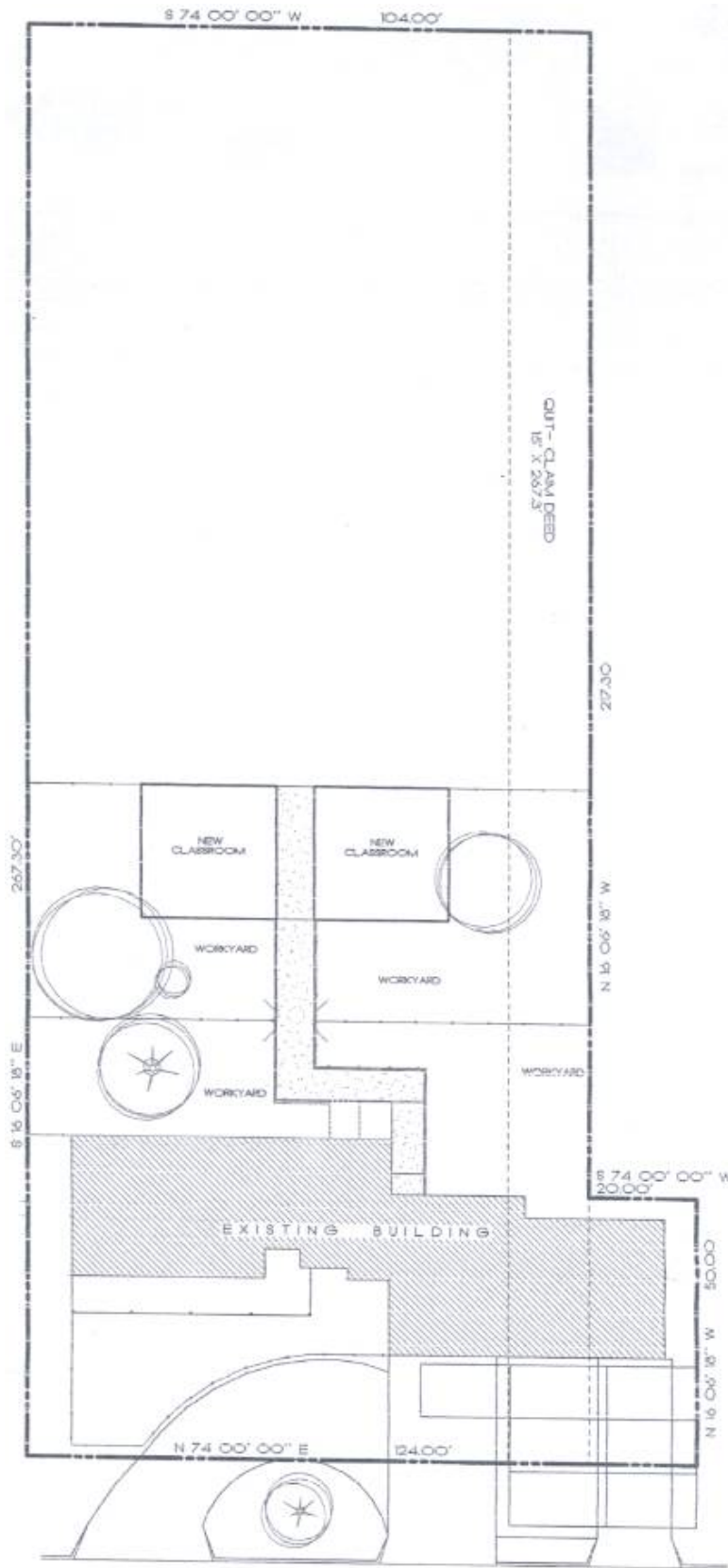
ENGINEERING DEPARTMENT





618 W. Belden





BELDEN STREET
SITE PLAN



Belden Street Montessori School
618 West Belden Street
Sherman, Texas 75092-3604
(903) 868-1019 Phone and Fax

FEB 12 2000

IMPORTANT NOTICE

Dear Families,

You have probably noticed the City zoning sign in the front of the school. We are trying to add two additional classrooms behind the current building. This will give us room to enroll more students next year. The plan is to have three classes with 3-6 year olds and one class with 2 year olds. We also want to start an after school program. With these changes the city and our neighbors have voiced concerns about the traffic on Belden St. during drop off and loading. To lessen the traffic in the mornings we are planning to stagger unloading. Two classes will start at 8:00 am and the other two will begin at 8:30 am. First drop off will begin at 7:50 am. and the second drop off will begin at 8:25 am. After school the first loading will begin at 12:00 pm and the second loading will begin at 12:30 pm. The after school program will begin at 12:00 pm, and with that some children will be staying, should mean fewer cars in line to be loaded.

I will be attending a city Planning and Zoning meeting next week. The purpose of the meeting is to get approval to build and expand the school. I will be addressing the issue of traffic, and tell them of our new plans.

WE NEED YOUR HELP

I have been watching the traffic in the mornings and at noon and there are some problems. **Please do not make any left hand turns into the school drive way or any left hand turns out of the school drive way.** When dropping off or picking up children at school, approach the school so that you are going East on Belden Street (toward Travis Street). The line may extend south on Ricketts Street at first. Turn right in the West entrance of the circular drive and leave by the East exit. **For safety reasons, please do not make a left turn into or out of our driveway. When exiting always turn right onto Belden.**

While you are waiting in the line, PLEASE DO NOT BLOCK THE DRIVEWAYS OF THE DUPLEXES NEXT DOOR either on Belden Street or Ricketts. While you are waiting in the street, stay as close to the right curb as you can so that through traffic can pass AND LEAVE 25 FEET OPEN ON EITHER SIDE OF THE STOP SIGN AT RICKETTS AND BELDEN. PLEASE DO NOT "CUT" IN FRONT OF THESE STOPPED CARS TO GET IN LINE, MAKE YOUR WAY TO THE END OF THE LINE HEADED NORTH ON RICKETTS. While waiting in your car on the street, please do not leave your vehicle.

After you enter our circular drive, DRIVE AS FAR TO THE END OF THE DRIVEWAY AS YOU CAN AND LEAVE AS LITTLE SPACE BETWEEN CARS AS YOU CAN so we can get as many cars as possible into the driveway and off the street.

It would be very helpful for families to use the car line to pick up children. PLEASE DO NOT PARK ALONG BELDEN STREET DURING PICK UP TIMES. The traffic has become very congested. **If you need to pick your child up without going through the line please park around the corner and walk up.** Thank you for your attention to this very important matter. We are in high hopes the city will approve our building plans. We need everyones support for this effort.

No Karen

SHERMAN



**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone No. (903) 892-7229

FAX No. (903) 892-7274

February 2, 2009 Patrick McAndrew
1410 N. Lockhart
Sherman, Texas 75092

JAN 10 REC'D

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 17, 2009 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Sherman Montessori Preschool, Inc. (Owners), Christopher Rehmet, (Chairman of the Board and President of the Board of Trustees), Mike Wilson (Representative) and Sartin and Associates, Inc. (Surveyors) concerning the property located at 618 West Belden Street, being a part of the J.B. McNair Survey, Abstract No. 763 and the east 20' of Lot 46, Block 1, together with a portion of a 15' alley of the Birge-Fairview Addition for a total of 0.661 acres

The request is as follows:

Specific Use Permit and site plan approval under Section 8, Subsection (5)(a) to allow two additional school classrooms in an R-1 (One Family Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

*My big concern are the
owners of the preschool going
to have extra parking.
Right now it's unsafe when
the kids are getting out.*

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

SHERMAN



**PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT**

Telephone No. (903) 892-722

FAX No. (903) 892-727

Lori Carlson & Trent Bass
PO Box 29775

February 2, 2009 Dallas, TX 75229-9775

JAN 10 REC'D

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 17, 2009 at 5:00 P.M. in the City Council Chambers, at 220 W Mulberry, to hear the request of:

Sherman Montessori Preschool, Inc. (Owners), Christopher Rehmet (Chairman of the Board and President of the Board of Trustees), Mike Wilson (Representative) and Sartin and Associates, Inc. (Surveyors) concerning the property located at 618 West Belden Street, being a part of the J.B. McAnair Survey, Abstract No. 763 and the east 20' of Lot 46, Block 1, together with a portion of a 15' alley of the Birge-Fairview Addition for a total of 0.661 acres

The request is as follows:

Specific Use Permit and site plan approval under Section 8, Subsection (5)(a) to allow two additional school classrooms in an R-1 (One Family Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

*We have no objection to
the request.*

Trent Bass

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

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

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

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

618 West Belden Street
Being a part of the J.B. McAnair Survey, Abstract No. 763 & the east 20' Lot 46 of Birge-
Fairview Addition for a total of 0.661 acres
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow two additional school classrooms in an R-1 (One Family Residential) District.

Background

The property is located at 618 West Belden Street between Ricketts and Lockhart Streets. The owners would like to construct two additional classrooms for their preschool.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Sherman Montessori Preschool, Inc. (Owners), Christopher Rehmet, (Chairman of the Board and President of the Board of Trustees), Mike Wilson (Representative) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Residential

Number of notices mailed:

20

Objections Received:

1

Attachments

Location map

Photographs

Site Plan

Staff Review Letter

Prepared by:

Patsy Reeves

Development Services Secretary

Approved by:

Scott Shadden

Director of Development Services

STAFF REVIEW LETTER

February 12, 2009

Sherman Montessori Preschool, Inc.
Christopher Rehmet
618 W. Belden
Sherman, Texas 75092

Mike Wilson
4520 Texoma Parkway
Sherman, Texas 75090

Sartin & Associates Survey Company
P.O. Box 1843
Sherman, Texas 75091

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow two additional school classrooms in an R-1 (One Family Residential) District located at 618 West Belden Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 17, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Off-street parking is permitted on paved surfaces only (concrete or asphalt).
4. Employee parking must be provided on site.
5. Additional drop off and pick up areas should be provided to eliminate stacking of vehicles in the street.
6. 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.

Fire Dept.:

7. Both classrooms will be required to have a fire alarm system, including smoke detectors and manual pull stations. The system must be connected to the building fire alarm system.
8. The fire alarm system installation will require a permit. Fire Alarm Contractor should contact the Fire Department for permit application and instructions.
9. Fire alarm must be accepted prior to Certificate of Occupancy.
10. Clarify distance from road to new classroom location. It appears, based on submittal, that the new classrooms are greater than 150' from the street. Contact Fire Department regarding this issue. Fire Code requires access if any portion of the building is more than 150' from street or fire lane. This issue must be resolved prior to the issuance of a building permit application.

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

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

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

Respectfully,

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5593 and 5594

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5593

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 300 Block of Cornerstone Drive, being all of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition (Totten Investments LTD, Owners; Anil Ram, Global Designs, Design Manager/Representative; and Underwood Drafting and Surveying, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5594

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Two Additional School Classrooms in an R-1 (One Family Residential) District at 618 West Belden Street, being a Part of the J. B. McAnair Survey, Abstract No. 763 and the East 20' of Lot 46 of the Birge-Fairview Addition for a Total of 0.661 Acres (Sherman Montessori Preschool, Inc., Owners; Christopher Rehmet, Chairman of the Board and President of the Board of Trustees; Mike Wilson, Representative; and Sartin and Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. B.4

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. 5334

Accepting Cable One Commercial Solutions as the City of Sherman's Internet Service Provider

C.2 * RESOLUTION NO. 5335

Authorizing Execution of a Commercial Service Agreement with Cable One, Inc. for Fiber Optic Data Network Service at Three Locations within the City of Sherman

C.3 * RESOLUTION NO. 5336

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

C.4 * RESOLUTION NO. 5337

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, a Division of VesCor, Inc. for the Rebuild of a Solid Waste Transfer Station Retaining Wall

C.5 * RESOLUTION NO. 5338

Authorizing Execution of an Engineering Services Agreement with Freeman-Millican, Inc. for the Design, Bidding, and Construction Phase for Improvements at the Wastewater Treatment Plant

C.7 * RESOLUTION NO. 5340

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Lynn Vessels Construction, LLC for the Construction of Relief Sewer K-4 Phase One between McGee Street and the Turtle Creek West Subdivision

D.1 * CHANGE ORDER NO. 1

Luella 3 Trinity Water Well Emergency Repair

D.5 * OTHER BUSINESS

Final Plat Approval of the Belden Street Montessori School Addition, being a Replat of the East 20' of Lot 46, together with a Portion of a 15' Alley of the Birge-Fairview Addition; Sherman Montessori Preschool, Inc., Owners; Christopher Rehmet, Chairman of the Board and President of the Board of Trustees; Mike Wilson, Representative; and Sartin and Associates, Inc., Surveyors (618 West Belden Street)

D.6 * OTHER BUSINESS

Replat Approval of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition; Totten Investments LTD, Owner; Anil Ram, Global Designs, Design Manager/Representative; and Underwood Drafting and Surveying, Inc., Surveyors (300 Block of Cornerstone Drive)

D.7 * OTHER BUSINESS

Replat Approval of Nathan Gray's Replat in Block "W" of the Alexander & Allen's Addition; Nathan Gray, Owner; and Helvey and Associates, Inc., Surveyors (303 West Houston Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5334**

**Accepting Cable One Commercial Solutions
as the City of Sherman's Internet Service Provider**

Issue

To consider changing the City's Internet Service Provider (ISP) from Internet Texoma to Cable One Commercial Solutions

Background

Internet Texoma has been the City's ISP since 1996. Internet Texoma has recently been experiencing recurring equipment failures with unacceptable monthly downtime. The City requires constant and reliable Internet connections to perform daily business functions.

Origination

Computer Services Department

Financial Consideration

Internet Texoma had not raised our monthly rates since the initial installation. Therefore, our monthly charge will increase to current market rates (from \$221.50 to \$1,075.00) for the same 5Mbps speed.

Staff Recommendation

City Staff recommends changing vendors in order to provide a more stable Internet connection.

Alternatives

None recommended.

Attachments

Resolution No. 5334

Estimate for Cost of Services

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING CABLE ONE COMMERCIAL SOLUTIONS AS THE CITY OF SHERMAN'S INTERNET SERVICE PROVIDER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the Interim City Attorney, to accept Cable One Commercial Solutions as the City of Sherman's Internet Service Provider, in accordance with the terms and conditions of the Estimate for Cost of Services, a copy of which is attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



Estimate for Cost of Service

Quote#:	455-022009	Date:	February 24, 2009
Office:	Phoenix	Account Executive:	Mark Corbelli
Address:	Cable One Commercial Solutions 1314 N. 3 rd Street Phoenix, AZ 85004	Telephone:	(602) 364-6601
		Fax:	(602) 364-6020

Customer:	The City of Sherman	Total Number. of Sites:	1
Attention:	Kay Thomas		
Address:	405 North Rusk Sherman, TX 75019	Telephone:	(903) 892-7352
		Fax:	(903) 891-0255

Service Description

Cable ONE will provide The City of Sherman with fiber based symmetrical Internet access with a Category V Ethernet cable handoff. This service will interface with The City of Sherman layer 3 router/switch equipment located at the site address specified below.

Included in this service will be 16 Static IP Addresses in the form of a Class C Subnet, with the subnet mask of 255.255.255.240 (/28), of which 13 are usable.

Developer web hosting plan is included with this service, which includes 80GB of disk space with unlimited site traffic allowance, domain name service and 1,000 hosted email accounts (1,000MB per account). For additional details regarding the developer hosting plan, please visit <http://help.cableonehosting.net/plans/hosting-compare.html>

Site Location

Site Name	Address
The City of Sherman	405 North Rusk, Sherman, TX 75019

Price Estimate for 36 Month Agreement

Price Estimate for 36 month Agreement				
Upfront Non-Recurring Installation Charge	\$2,000.00			
Internet Speed	5Mbps	7Mbps	10Mbps	15Mbps
Monthly Recurring Charge	\$1,075.00	\$1,505.00	\$2,150.00	\$3,225.00

Special Notes

This is proprietary and confidential information intended for use only by the customer named above. This price quotation is valid for sixty (60) days from the date of: February 20, 2009. This proposal supersedes all prior oral or written statements, representations, negotiations, understandings, proposals and undertakings made between the parties. All purchase orders and service request will be subject to Cable One standard agreement, procedures, terms and conditions.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5335**

**Authorizing Execution of a Commercial Service Agreement with Cable One, Inc.
for Fiber Optic Data Network Service at Three Locations within the City of Sherman**

Issue

To consider contracting with Cable One, Inc. for continued fiber connection within the City's wide area computer network

Background

Cable One has provided wide area network (WAN) connection via a fiber connection for the most remote City locations since fiscal year 2000 with no monthly recurring cost. These locations include the Water Treatment Plant, the Wastewater Treatment Plant and Utility Laboratory, and the Animal Control and Public Works facilities. This service was included in the prior City cable franchise agreement. However, under the new State of Texas cable franchise agreement with Cable One, the City is required to begin paying for these services.

Origination

City Manager's Office

Financial Consideration

A monthly fee of \$1,375.00 for 5mb data connection speed will be charged. Funds are available in the current budget.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

None recommended

Attachments

Resolution No. 5335

Cable One Commercial Service Agreement

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A COMMERCIAL SERVICE AGREEMENT WITH CABLE ONE, INC. FOR FIBER OPTIC DATA NETWORK SERVICE AT THREE LOCATIONS WITHIN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the Interim City Attorney, to execute a Commercial Service Agreement between the City of Sherman and Cable One, Inc., providing for dark fiber optic 5Mb Data Network Service to the Water Treatment Plant, Wastewater Treatment Plant, Utility Laboratory, Animal Control, and Public Works facilities in the City of Sherman, in accordance with the terms and conditions of the said Commercial Service Agreement, a copy of which is attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



CABLE ONE COMMERCIAL SERVICE AGREEMENT

This Commercial Service Agreement ("Agreement") is made this 1st day of April, 2009 by and between Cable One, Inc. ("Cable ONE") located at 1314 N. 3rd Street, Phoenix, AZ 85004 and The City of Sherman ("Subscriber"), located at 405 North Rusk, Sherman, TX 75019.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable ONE shall provide a dark fiber optic 5Mb Data service ("Data Service") to the locations set forth in Appendix A (Premises) and fully described therein. The service provided to the Subscriber will consist of line maintenance only in providing data service and described herein as "As Is". If at any point from this date forward any changes are made to the existing service in the form of increased bandwidth capacity above 5Mb, this agreement will be considered void where a new agreement will have to be renegotiated reflecting the pricing for the increased capacity/bandwidth.

SECTION 2: FEES

In consideration of the facilities and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Cable ONE in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified under the Section 3: TERM. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late charge of the highest rate allowed by law on the unpaid invoice.

Monthly Charge:	\$1,375.00	Other: \$0.00	Total: \$1,375.00
Installation Charge:	\$0.00	Other: \$0.00	Total: \$0.00
Construction Charge:	\$0.00	Other: \$0.00	Total: \$0.00

SECTION 3: TERM

This Agreement shall remain in effect for an initial term of 60 months on or around April 1, 2009 and shall be automatically renewed for a subsequent term of 12 months unless terminated prior to the end of any term by Cable ONE or Subscriber by at least 30 days written notice given to the other at the address shown herein (or such other address as is subsequently provided in writing). The monthly charge may increase in any renewal term by the lesser of 4% or change in the CPI.

SECTION 4: ENGINEERING REVIEW

Activation of Data Service is subject to Cable ONE's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable ONE determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable ONE's refund policies.

SECTION 5: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable ONE (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. As pertaining to this agreement and existing service, CableONE will not supply additional hardware for customer's use. CableOne does not warrant nor will CableONE maintain existing hardware and equipment located on site at any customer location. Subscriber, at no cost to Cable ONE, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Cable ONE to use existing pathways into and in each Building. Cable ONE -owned equipment provided to Subscriber hereunder shall be maintained by Cable ONE in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable ONE, in a timely manner,

when repair or maintenance is necessary. Except for Cable ONE's maintenance obligations as set forth herein, Subscriber shall indemnify Cable ONE and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment. Subscriber shall provide Cable ONE with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable ONE shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable ONE-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable ONE-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable ONE of its move. Cable ONE will relocate the Cable ONE-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable ONE all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable ONE with reasonable access to such Premises for purpose of removing any Cable ONE-owned equipment. Cable ONE shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION #6: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable ONE subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable ONE that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable ONE's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable ONE, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.

- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable **ONE** may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable **ONE** reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable **ONE** or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it. At Cable**ONE**'s discretion, we reserve the right to audit the capacity/bandwidth usage on this Dark Fiber Data Service.

SECTION #7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable **ONE** does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable **ONE** will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable **ONE** shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION #8: COPYRIGHT MATERIALS

Subscriber shall hold Cable **ONE** harmless for any improper use of copyrighted materials accessed through Cable **ONE's** Data Service. Cable **ONE** bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable **ONE** receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Cable **ONE** retains the right to take down or disable access to the allegedly infringing material. It is Cable **ONE's** policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable **ONE** also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION #9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable **ONE** uses resources that are shared with many other subscribers. Moreover, Cable **ONE** provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable **ONE** will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION #10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable **ONE** has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable **ONE** has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable **ONE**, (b) protect and defend the rights or property of Cable **ONE**, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable **ONE's** Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION #11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable **ONE** about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION #12: SUBSCRIBER PRIVACY

Cable **ONE** is committed to protecting the privacy of Subscriber's personal information. Cable **ONE**'s privacy policy regarding the collection, use and disclosure of personal information is posted on Cable **ONE**'s website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION #13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable **ONE**, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without Cable **ONE**'s written consent shall be void and shall, at the Cable **ONE**'s option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable **ONE** all Cable **ONE**-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable **ONE** otherwise agrees in writing. This Agreement shall be fully assignable by Cable **ONE**. Subject to the foregoing, this Agreement shall be binding upon and shall inure to benefit of the parties and their respective successors, representatives and assigns.

SECTION #14: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable **ONE**, or if Subscriber becomes insolvent or bankrupt, Cable **ONE**, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable **ONE**-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable **ONE** for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable **ONE**'s exercise of its rights under this Agreement.

Cable **ONE** may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable **ONE** is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable **ONE** may terminate this Agreement.

SECTION #15: TERMINATION BY THE CITY OF SHERMAN

Should The City of Sherman's equipment become un-repairable or un-usable; The City of Sherman has the option to end this agreement with 30 days written notice. Termination of this agreement by the City of Sherman will require a new and separate negotiated agreement for a Managed Data Service solution at quoted prevailing rates continuation or restart of service.

SECTION #16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE **ONE**'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE **ONE** DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE **ONE** DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE **ONE**'S LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION #17: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CABLE *ONE* SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE *ONE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO CABLE *ONE*'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION #18: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Cable *ONE*, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Cable *ONE* Data Service. Cable *ONE* will notify Subscriber within a reasonable period of time about any claim for which Cable *ONE* seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Cable *ONE*'s interests, as reasonably determined by Cable *ONE*. This Section shall survive termination of this Agreement.

SECTION #19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.
- (b) Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION #20: MISCELLANEOUS:

- a. This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Phoenix, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable *ONE*-owned equipment.
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signatures below, both parties agree to and accept the terms of this Agreement as of the day and year stated above.

SUBSCRIBER:

CABLEONE, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: 1314 N. 3rd Street

Phoenix, AZ 85007

Phone: _____

Phone: (602) 364-6000

Appendix A

SERVICE DESCRIPTION:

CABLE ONE WILL PROVIDE THE CITY OF SHERMAN WITH A DARK FIBER 5 MB DATA NETWORK SERVICE ON AN "AS IS" BASIS WITH NO WARRANTY OR EXPRESSED GUARANTEE TO CUSTOMER OWNED FIBER OPTIC CABLE OR EQUIPMENT. CABLEONE WILL ONLY PROVIDE MAINTENANCE TO THE EXISTING CABLEONE FIBER OPTIC LINES AS THEY EXIST TODAY. CABLEONE WILL NOT BE LIABLE FOR ANY REPAIR OF MAINTAINENCE OF CUSTOMER OWNED FIBER OR FACILITEIS. THIS SERVICE WILL INTERFACE WITH THE CITY OF SHERMAN LAYER 2 SWITCH EQUIPMENT LOCATED AT THE SITE ADDRESSES SPECIFIED BELOW.

THIS DATA NETWORK SERVICE WILL INTERCONNECT THE 3 LOCATIONS OF THE CITY OF SHERMAN AT THE SPEEDS AND LOCATIONS DESCRIBED BELOW.

SITE NAMES AND ADDRESSES:

SITE NAME	ADDRESS	BANDWIDTH
Water Treatment Plant	FM691 & La Cima	5Mbps
Public Works / Service Center	NW corner of Houston & Rusk	5Mbps
Waste Water Treatment Plant, Utility Laboratory & Animal Control	King & Gribble	5Mbps

SUBSCRIBER

_____ INITIALS

CABLE ONE

_____ INITIALS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5336**

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

Issue

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

Background

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

The City Council granted 54 residential tax abatements in year 2007 and 34 residential tax abatements in 2008.

Origination

City Manager's Office

Financial Consideration

There is no direct cost to approving this resolution. Costs would vary as residential tax abatements are actually granted. In 2007 and 2008 combined, abatements have been granted on new construction and improvements with an estimated value of \$5,580,450 for a total of approximately \$20,550 in abated taxes. This was partially off-set by \$6,600 in application fees.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

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

Attachments

Resolution No. 5336; Map of Residential Tax Abatement Zone

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5336

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

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

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

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

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

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

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

CITY OF SHERMAN RESIDENTIAL TAX ABATEMENT GUIDELINES AND CRITERIA

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to an expansion of its tax base, an increase to its population, the promotion of development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will offer residential tax abatement as a stimulus for economic development in Sherman. The policy of the City of Sherman is to make residential tax abatement available to new structures and to the modernization of existing structures. Likewise, residential tax abatement is intended for residential structures built upon vacant lots within existing subdivisions as well as within new subdivisions of the City. It is the policy of the City of Sherman that such tax abatement will be

provided in accordance with the procedures and criteria outlined in this document and as permitted by State statute. The guidelines and criteria herein adopted shall expire two (2) years from and after adoption. The provisions herein are severable, and if any provision or requirement of these guidelines or criteria is declared or found to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions, since the City Council would have adopted these guidelines and criteria without the incorporation of the portions found to be invalid.

DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

ELIGIBILITY

All residentially zoned property is eligible for designation as a Reinvestment Zone. A new structure or modernization of a structure anywhere within the corporate limits of a value in

excess of \$15,000.00 may receive abatement. As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the City of Sherman and the property owner. Abatement will be granted for residential improvements only.

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

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

SCHEDULE OF TAXES ASSESSED

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

CRITERIA

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

Fiscal Impact

Addition of real property improvements to the tax rolls.

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

Community Impact

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

No adverse environmental impact will be created by the project.

PROCEDURES

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

1. Preliminary Application Steps

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

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

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

D. A complete legal description shall be provided.

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

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

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

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

LEGAL DOCUMENTATION PREPARATION

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

The legal document is to include the following:

1. Estimated value of modernization or new construction to be abated.
2. Percent of value to be abated each year.
3. Commencement date and the termination date of abatement.
4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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

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

CITY OF SHERMAN, TEXAS

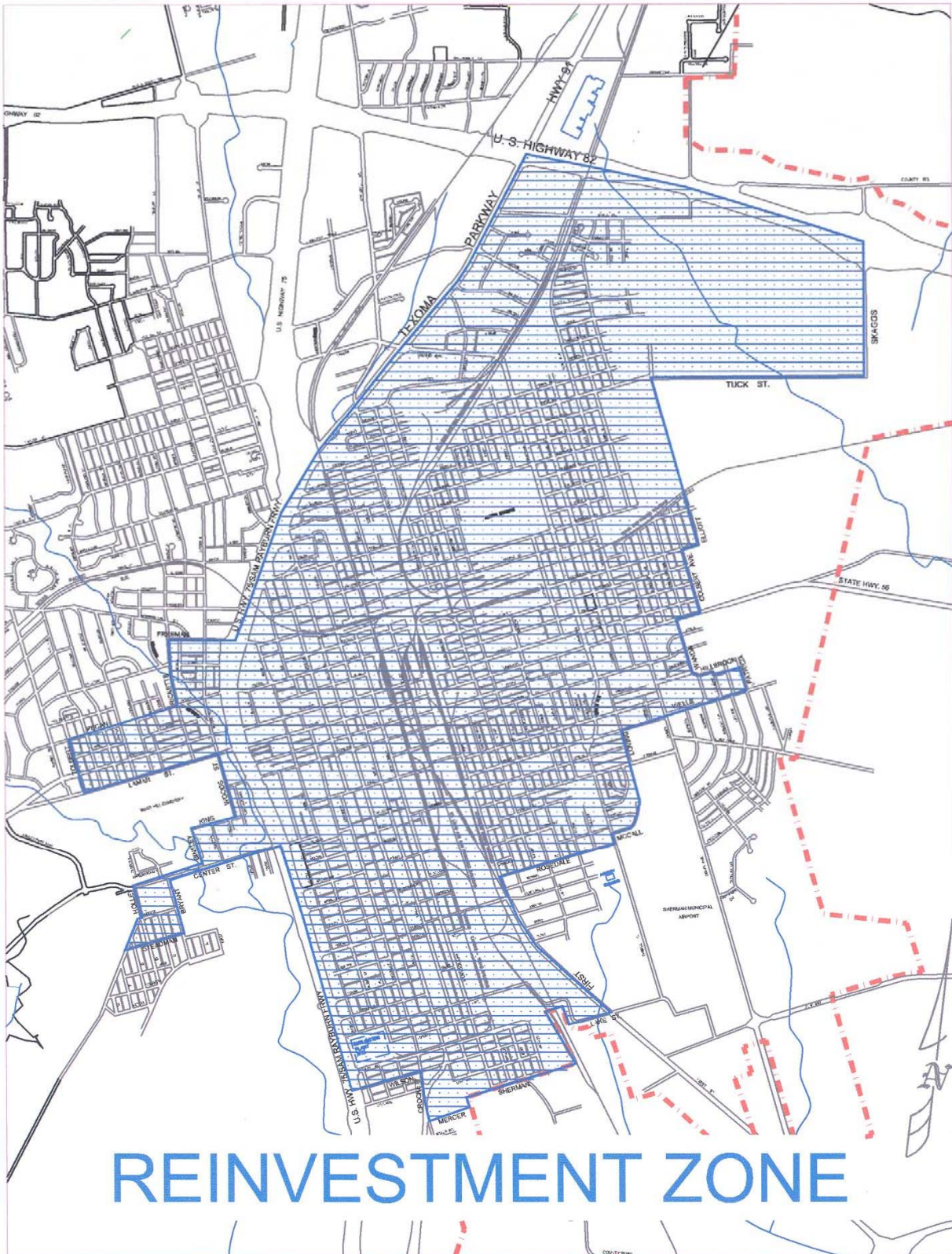
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

INTERIM CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5337**

**Awarding a Bid to and Authorizing Execution of a Contract
with Vessels Construction, a Division of VesCor, Inc. for the
Rebuild of a Solid Waste Transfer Station Retaining Wall**

Issue

Approval of an award a bid and execution of a contract with Vessels Construction, a Division of VesCor, Inc. to rebuild one retaining wall at the solid waste transfer station

Background

The solid waste transfer station is a critical component in the City's solid waste program that provides the ability to efficiently move large volumes of waste and recyclables to the landfill and to Dallas markets. Two of the three old wooden retaining walls at the station have been replaced with concrete. The remaining wooden retaining wall is badly deteriorated and poses a structural concern for trucks backing up to dump and to the waste hopper. Teague Nall and Perkins (TN&P) prepared an engineering design for the new concrete wall, advertised the project in the local paper, and opened bids on February 27, 2009. Eight bids were received.

Origination

Department of Public Works

Financial Consideration

Funds in the amount of \$230,000.00 were appropriated for this project in the fiscal year 2008-2009 Capital Improvement Program (CIP) budget. The low qualified bid received from Vessels Construction was \$123,349.00.

Staff Recommendation

Award a bid and authorize the City Manager to execute a contract with Vessels Construction, a Division of VesCor, Inc. to rebuild the remaining retaining wall at the solid waste transfer station.

Alternatives

Those as may be recommended by the City Council.

Attachments

Recommendation to award from TN&P; Bid Tab; Resolution No. 5337; Contract

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

TNP TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

March 4, 2009

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

**RE: City of Sherman Solid Waste Transfer Station Retaining Wall
Contract Recommendation
TNP Job No: SHN 08343**

Dear Jeff,

On Friday, February 27th, 2009, at 2:00 pm, bids were received at the City of Sherman Department of Engineering and Planning for the Solid Waste Transfer Station Retaining Wall project. The low bidder was Vessels Construction with a bid of \$123,349.00.

After checking their references, we recommend the City of Sherman award the contract to Vessels Construction for the retaining wall project.

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

Sincerely,

TEAGUE NALL AND PERKINS INC.



Chris Schmitt, P.E.

Cc: TNP file

TEAGUE NALL AND PERKINS

Civil Engineering | Surveying | Landscape Architecture | Planning

CITY OF SHERMAN SOLID WASTE TRANSFER STATION RETAINING WALL Project No. SHN08343 BID TABULATION REPORT																			
Engineer's Estimate = \$170,970.00				BIDDERS								BIDDERS							
BID OPENING DATE: FEBRUARY 27, 2009 BID OPENING TIME: 2:00 PM				Vessels Construction		Mitchell General Construction		Lynn Vessels Construction LLC		North Texas Bridge Co., Inc.		JMI Maintenance Inc.		Jerry Paul Higgins Ltd.		Piazza Construction		Orval Hall Excavating Ltd.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Remove Existing Timber Retaining Wall	1.00	LS	\$10,400.55	\$10,400.55	\$6,500.00	\$6,500.00	\$11,787.50	\$11,787.50	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$34,065.00	\$34,065.00	\$7,710.00	\$7,710.00	\$28,700.00	\$28,700.00
2	Remove & Replace Existing Hopper	1.00	LS	\$12,900.00	\$12,900.00	\$8,000.00	\$8,000.00	\$9,775.00	\$9,775.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$17,053.00	\$17,053.00	\$10,280.00	\$10,280.00	\$17,500.00	\$17,500.00
3	Remove & Construct Metal Shed for Hydraulic Pump	1.00	LS	\$6,800.00	\$6,800.00	\$3,400.00	\$3,400.00	\$2,127.50	\$2,127.50	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,456.00	\$4,456.00	\$8,995.00	\$8,995.00	\$3,100.00	\$3,100.00
4	Remove Existing Asphalt Pavement	136.00	Sy	\$4.85	\$659.60	\$27.30	\$3,712.80	\$13.80	\$1,876.80	\$50.00	\$6,840.00	\$5.00	\$855.00	\$21.55	\$3,685.05	\$12.00	\$2,052.00	\$5.40	\$923.40
5	Remove Existing Concrete Pavement	171.00	SY	\$4.85	\$829.35	\$4.55	\$778.05	\$5.75	\$983.25	\$40.00	\$6,840.00	\$5.00	\$855.00	\$21.55	\$3,685.05	\$12.00	\$2,052.00	\$5.40	\$923.40
6	One Course Surface Treatment on 8" Compacted Flex Base	160.00	SY	\$52.00	\$8,320.00	\$19.80	\$3,168.00	\$64.11	\$10,257.60	\$10.00	\$1,600.00	\$45.00	\$7,200.00	\$35.23	\$5,636.80	\$51.40	\$8,224.00	\$31.50	\$5,040.00
7	6" Concrete Pavement on 8" Compacted Flex Base	50.00	SY	\$82.35	\$4,117.50	\$109.00	\$5,450.00	\$67.74	\$3,387.00	\$160.00	\$9,600.00	\$55.00	\$8,250.00	\$148.90	\$7,445.00	\$105.37	\$5,268.50	\$176.00	\$8,800.00
8	8" Concrete Pavement on 8" Compacted Flex Base	100.00	SY	\$75.90	\$7,590.00	\$107.00	\$10,700.00	\$72.57	\$7,257.00	\$180.00	\$18,000.00	\$75.00	\$7,500.00	\$107.94	\$10,794.00	\$93.00	\$9,300.00	\$182.00	\$18,200.00
9	Cast-in-Place Concrete Retaining Wall	140.00	CY	\$442.00	\$61,880.00	\$594.00	\$83,160.00	\$650.05	\$91,007.00	\$670.00	\$93,800.00	\$1,000.00	\$140,000.00	\$721.54	\$101,015.60	\$1,348.00	\$168,720.00	\$1,124.00	\$157,360.00
10	6" PVC Storm Drain Pipe	40.00	LF	\$85.20	\$3,408.00	\$37.00	\$1,480.00	\$26.45	\$1,058.00	\$60.00	\$2,400.00	\$25.00	\$1,000.00	\$56.85	\$2,274.00	\$38.55	\$1,542.00	\$16.00	\$640.00
11	1" x 1" Concrete Grate Inlet	2.00	EA	\$640.00	\$1,280.00	\$700.00	\$1,400.00	\$517.50	\$1,035.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$1,379.50	\$2,759.00	\$514.00	\$1,028.00	\$390.00	\$780.00
12	9' x 5' Steel Plate for Sump Box	1.00	EA	\$680.00	\$680.00	\$1,600.00	\$1,600.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00	\$2,509.00	\$2,509.00	\$899.50	\$899.50	\$1,800.00	\$1,800.00
13	Chain Link Fence	60.00	LF	\$35.00	\$2,100.00	\$30.00	\$1,800.00	\$57.69	\$3,461.40	\$24.00	\$1,440.00	\$30.00	\$1,800.00	\$41.42	\$2,485.20	\$36.00	\$2,160.00	\$30.00	\$1,800.00
14	Plumbing for All Electrical and Hydraulic Pipes, Hoses & W	1.00	LS	\$1,300.00	\$1,300.00	\$4,000.00	\$4,000.00	\$3,565.00	\$3,565.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$8,538.00	\$8,538.00	\$2,000.00	\$2,000.00	\$6,200.00	\$6,200.00
15	Traffic Control	1.00	LS	\$534.00	\$534.00	\$675.00	\$675.00	\$575.00	\$575.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,119.00	\$2,119.00	\$1,542.00	\$1,542.00	\$1,700.00	\$1,700.00
16	Erosion Control	1.00	LS	\$550.00	\$550.00	\$2,500.00	\$2,500.00	\$575.00	\$575.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,542.00	\$1,542.00	\$700.00	\$700.00
TOTALS:					\$123,349.00		\$138,323.85		\$149,763.05		\$197,880.00		\$205,145.00		\$213,179.77		\$254,391.00		\$256,779.40

RESOLUTION NO. 5337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC. FOR THE REBUILD OF A SOLID WASTE TRANSFER STATION RETAINING WALL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Vessels Construction, a Division of VesCor, Inc. of Sherman, Texas, is hereby awarded the bid in the total amount of One Hundred Twenty-Three Thousand Three Hundred Forty-Nine Dollars and No Cents (\$123,349.00) for the rebuild of a Solid Waste Transfer Station Retaining Wall; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute a contract with Vessels Construction, a Division of VesCor, Inc. in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

CITY OF SHERMAN §

COUNTY OF GRAYSON §

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

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and **VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC.** ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

This project consists of the removal of an existing timber retaining wall and the construction of approximately 160 cubic yards of cast-in-place concrete retaining wall.

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

ARTICLE 2 - INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Commencement of Contract*

A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract within one hundred twenty (120) days.

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

- 3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by **CONTRACTOR** on or before 60 consecutive calendar days from the date of the Notice to Proceed.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within sixty (60) consecutive calendar days thereafter. Bidder must also agree to pay liquidated damages as indicated in NCTCOG Section 108.8 and according to Schedule 108.8.1.(a) below for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Schedule 108.8.1.(a) Liquidated Damages	
Amount of Contract (\$)	Amount of Liquidated Damages (\$)
Less than 25,000.00	100.00 per Day
25,000.000 to 99,999.99	160.00 per Day
100,000.00 to 999,999.99	240.00 per Day
1,000,000.00 or More	500.00 per Day

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

A. For all Project work, a total Sum of:

One Hundred and Twenty Three Thousand, Three Hundred and Forty Nine Dollars and No Cents (\$123,349.00)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.

C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

-
1. This Contract;
 2. Performance Bond;
 3. If applicable, the Unit Pricing in the Proposal;
 4. Payment Bond;
 5. Any Other Bonds;
 6. General Conditions of Agreement;
 7. Special Conditions of Agreement;
 8. Any Other Documents listed in the Table of Contents of the Specifications and Contract Documents;
 9. Any Drawings associated with the Project;
 10. Addenda (if applicable);
 11. Exhibits to this Contract(enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - d. Any other documentation submitted by the CONTRACTOR that is applicable to this Project.
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 - NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid,

addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

If intended for CITY to:

Designee:
Jeff Miller, Director of Public Works
Address:
P.O. Box 1106
Sherman, TX 75091-1106
903-892-7315

If intended for CONTRACTOR, to:

Designee:
Bill Vessels
Address:
16867 Highway 56 West
Sherman, TX 75092
903-870-0428

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

9.05 *Captions*

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

9.06 *Indemnity and Duty to Defend*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses including attorneys fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability.

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

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

9.07 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.08 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This contract is wholly performable in Grayson County, Texas. Exclusive venue for any

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

9.09 *Binding Authority*

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

9.10 *Entire Agreement*

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

9.11 *Contract Interpretation*

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

CONTRACTOR:
VESSELS CONSTRUCTION,
A DIVISION OF VESCOR, INC.

By: _____
George Olson, City Manager

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

(Stamp)

Print Name: _____
Notary Public
Date of Expiration: _____

Attest _____
City Clerk

Agent for service of process: _____

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

Approved as to form:

Interim City Attorney



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5338**

**Authorizing Execution of an Engineering Services Agreement with Freeman-Millican, Inc.
for the Design, Bidding, and Construction Phase for Improvements
at the Wastewater Treatment Plant**

Issue

Approval of a professional services agreement with Freeman-Millican, Inc. for engineering services at the Wastewater Treatment Plant

Background

This contract will carry the professional services through the design, bidding and construction phase of Primary and Secondary Digester Rehabilitation, Primary Clarifier No 2 Rehabilitation and equipment replacement, and Fine Screen System between the lift station and the primary clarifiers.

Origination

Department of Utility Services

Financial Consideration

The projects are funded through Greater Texoma Utility Authority and are included in the current Capital Improvement Program in the amount of \$3 million. Engineering fees are based on a percentage of the actual project costs. Using budgeted project costs, the estimated engineering costs are expected to be \$224,000.00.

Staff Recommendation

It is recommended that the Engineering Services Agreement with Freeman-Millican be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5338

Engineering Services Agreement

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN, BIDDING, AND CONSTRUCTION PHASE FOR IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute an Engineering Services Agreement with Freeman-Millican, Inc. for the design, bidding and construction phase for improvements at the Wastewater Treatment Plant, in the same or substantially the same form as the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to provide engineering services to design the 2009 WASTEWATER TREATMENT PLANT IMPROVEMENTS project located in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement as set forth in Exhibit "1".
5. **Access to the Site.** City agrees to provide access to the Project area necessary for Engineer to complete its work.
6. **Insurance.** Engineer shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the Engineer, its agents, employees or subcontractors under this Agreement, as follows:
 - A. Workers' Compensation as required by law.
 - B. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

C. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

D. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

E. Employers Liability Insurance providing limits of not less than \$100,000 per occurrence.

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

7. **Indemnity.** ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE. This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the City against claims arising from the exercise of governmental powers and functions.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors,

subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

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

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

11. **Ownership of Documents.** If applicable, any original drawings and specifications developed for the Project are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications, if any, for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. If drawings are developed as a part of the Project, upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary due to changes in the specifications or work, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties to this Agreement.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Terry Millican
Freeman-Millican, Inc.
12225 Greenville Ave., Suite 121
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

A. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

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

C. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

D. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

George Olson
City Manager

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

ENGINEER

Freeman Millican, Inc.
A Texas Corporation

BY: John T. Mills

TITLE: President

DATE: _____

26 Feb 09

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the following projects:

1. Primary and Secondary Digester Rehabilitation.
2. Primary Clarifier No. 2 Rehabilitation and equipment replacement.
3. Fine Screen System between the lift station and the primary clarifiers.

These projects are hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2 STUDY AND REPORT PHASE

After authorization to proceed, ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Provide analyses of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth

ENGINEER'S findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.3 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.3.1 In consultation with OWNER determine the extent of the Project.
- 1.3.2 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.3.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.3.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.4 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.4.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.4.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.4.4 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

-
- 1.4.5 Furnish 3 copies of the above documents and present and review them in person with OWNER.

- 1.5 BIDDING PHASE

After authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.5.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment and services.
- 1.5.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

- 1.6 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.6.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.6.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- 1.6.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and

approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

- 1.6.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.6.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.6.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each

Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

- 1.6.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 through 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.6.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish one (1) set of Mylar reproducible record drawings, one set of AutoCAD drawings and one set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural

design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Providing any type field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property or easement descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.

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- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the

construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

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- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.
- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 an amount based on a percentage of the Construction Cost of the Project including materials, equipment and CONTRACTOR'S services. The compensation shall be as taken from Exhibit "A" to this Contract.

If more than one Prime Contract is awarded, the amount shall be the sum of the percentage of the Construction Cost of each Prime Contract individually, as taken from Exhibit "A" multiplied by the Construction Cost of each Prime Contract.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.15.

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4 For Reimbursable Expenses

In addition to payments provided for in paragraph 5.1, OWNER shall pay ENGINEER the actual cost times a multiplier of 1.15 for all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.3 As used in this paragraph 5.1 the term "Construction Cost" will have the meaning assigned to it in paragraph 6.1, and the term "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.2 TIMES OF PAYMENTS

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary Design	15%
Final Design	65%
Bidding or Negotiating	5%
Construction	15%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered

through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

- 5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 CONSTRUCTION COST

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.4]. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

- 6.1.1 For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3 For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER'S most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER'S compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2 OPINIONS OF COST

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of

prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

- 6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:
- 8.1.1 Exhibit "A" – City of Sherman – 2009 Wastewater Treatment Plant Improvements - Curve of Median Compensation", consisting of 1 page.
- 8.1.2 Exhibit "B" – Freeman-Millican, Inc. - Hourly Rates

EXHIBIT "A"
City of Sherman
2009 Wastewater Treatment Plant Improvements
CURVE OF COMPENSATION

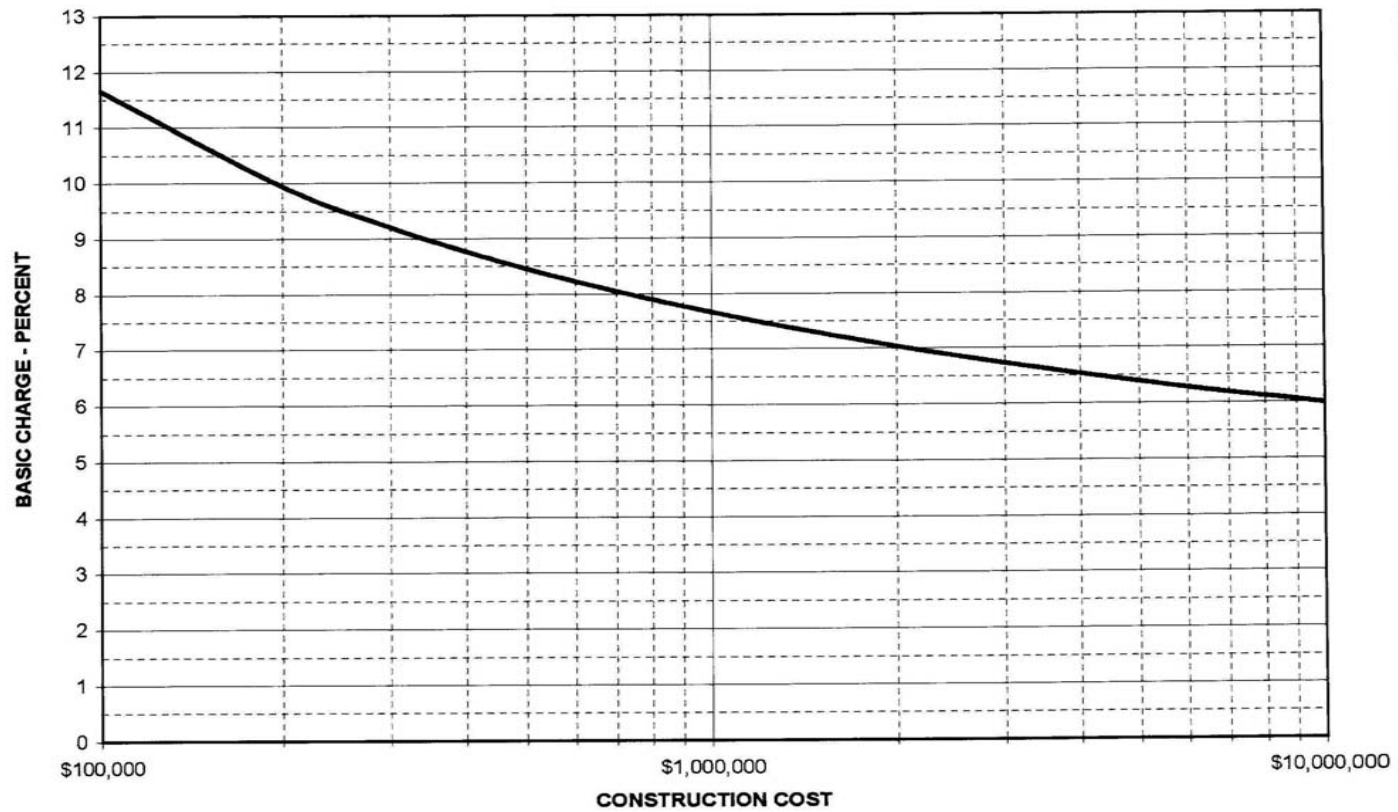


EXHIBIT "B"
FREEMAN-MILLICAN, INC.
HOURLY RATES

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$165
Associate Engineer	\$130
Senior Project Engineer	\$115
Architect	\$110
Project Engineer	\$100
EIT	\$ 85
Designer	\$ 75
CAD	\$ 60
Clerical	\$ 50
RPLS	\$150
Survey Crew (Including GPS)	\$125



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.6

RESOLUTION NO. 5339

**Authorizing Execution of an Engineering Services Agreement with Freeman-Millican, Inc.
for the Continuing Development of a Sanitary Sewer Overflow (SSO) Initiative Plan**

Issue

Approval of professional engineering services to continue the development of a Sanitary Sewer Overflow (SSO) Initiative Plan

Background

The City of Sherman has joined the Sanitary Sewer Overflow (SSO) initiative required by the State of Texas. The SSO initiative is a long range, multi-faceted plan to reduce sanitary sewer overflows within the City. A yearly contract with the engineering firm allows the City to continue the SSO program previously submitted to the State.

Origination

Department of Utilities Administration

Financial Consideration

Funding for this project is available through the Collection and Distribution Department's budgeted funds.

Staff Recommendation

It is recommended the City Council approve these basic professional services administered by Freeman-Millican, Inc. in an amount not to exceed \$62,750.00 without additional staff approval.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5339

Freeman-Millican Engineering Services Agreement

TCEQ Correspondence Dictating Program

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE CONTINUING DEVELOPMENT OF A SANITARY SEWER OVERFLOW (SSO) INITIATIVE PLAN; 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 Freeman-Millican, Inc. is hereby awarded an agreement for professional engineering services in the total amount of \$62,750.00 to continue the development of a Sanitary Sewer Overflow (SSO) Initiative Plan; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute an agreement with Freeman-Millican, Inc. for professional engineering services, in the same or substantially the same form as the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to provide engineering services to develop a **SANITARY SEWER OVERFLOW (SSO) INITIATIVE PLAN** project located in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement as set forth in Exhibit "2". The contract amount specified in Exhibit "2" shall not be exceeded without the written permission of the City.
5. **Access to the Site.** City agrees to provide access to the Project area necessary for Engineer to complete its work.
6. **Insurance.** Engineer shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the Engineer, its agents, employees or subcontractors under this Agreement, as follows:

A. Workers' Compensation as required by law.

B. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

C. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

D. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

E. Employers Liability Insurance providing limits of not less than \$100,000 per occurrence.

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

7. **Indemnity.** ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE. This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the City against claims arising from the exercise of governmental powers and functions.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees,

contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

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

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

11. **Ownership of Documents.** If applicable, any original drawings and specifications developed for the Project are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications, if any, for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. If drawings are developed as a part of the Project, upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary due to changes in the specifications or work, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties to this Agreement.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Terry Millican
Freeman-Millican, Inc.
12225 Greenville Ave., Suite 121
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

A. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

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

C. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

D. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER

Freeman Millican, Inc.
A Texas Corporation

George Olson
City Manager

BY: J. T. Hill
TITLE: President

DATE:

DATE:

APPROVED AS TO FORM:

23 Feb 09

BY: _____
City Attorney

Exhibit 1
Sanitary Sewer Overflow (SSO) Initiative Plan Engineering Services

A. Information and services provided by the City of Sherman

1. Aerial Photographs of the City
2. Topographic Maps of the City with 2' contours
3. Participation in SSO Planning meetings and Activities
4. Copies of other needed existing mapping and planning documents

B. Services provided by Engineer

1. GPS/GIS Surveying of Sewer System and other utilities as needed
2. Mapping of Sewer System, SSO's, Stormwater Inflows, Poor Condition Sewers and other locations as needed.
3. Photography and topographic overlay mapping as needed
4. Sewer System Analysis and Evaluations as needed
5. Other SSO Plan development activities identified in the City of Sherman "Sanitary Sewer Overflow Plan" dated April 1, 2008 and the attached City letter to Mr. Sid Slocum of the Texas Commission on Environmental Quality dated September 21, 2007 requesting participation in the Sanitary Sewer Overflow Initiative.

Attached Letter

Exhibit 2
Sanitary Sewer Overflow (SSO) Initiative Plan Engineering Services

Engineering Services Rates

Description	Rate	Units
Labor		
Principle Engineer	\$ 165.00	hour
Associate Engineer	\$ 130.00	hour
Staff Engineer	\$ 100.00	hour
EIT	\$ 85.00	hour
Computer Aided Drafting (CAD)	\$ 60.00	hour
Secretarial	\$ 50.00	hour
GPS Surveying	\$ 125.00	hour
Conventional Surveying	\$ 125.00	hour
1-man GPS Surveying	\$ 75.00	hour
Expenses		
Mileage	\$ 0.55	mile

The total compensation based on the above rates paid to the Engineer shall not exceed \$62,750.00 without written permission of the City.

SHERMAN



SEP 24 REC'D

September 21, 2007

Mr. Sid Slocum
Texas Commission on Environmental Quality
Region 4
2309 Gravel Drive
Fort Worth, Texas 76118

Re: Request by City of Sherman to Participate
Sanitary Sewer Overflow (SSO) Initiative
TCEQ Regulated Entity No. 101612448
City of Sherman, Texas

Dear Mr. Slocum:

This correspondence is submitted in response to the August 24, 2007 letter from your office requesting confirmation of the City of Sherman participation in the SSO Initiative. The City of Sherman does wish to participate in this program and is submitting the following information detailing our plan to complete a comprehensive evaluation of the collection system and finalizing the SSO Plan for corrective action. The initial items to be completed in order to prepare our final SSO plan would be the following:

1. Update sanitary sewer maps (150 days from approval of this plan).
2. Obtain new aerial photographs to assist in mapping and in locating sewer lines and manholes (120 days from approval of this plan).
3. Obtain a topographic map of the service area with appropriate contours (120 days from approval of this plan).
4. Log and identify historical sewer overflows, identify any new overflows and place the information into a mapping system for analysis (90 days from approval of this plan).
5. Identify any known areas of known sanitary sewer inflows to include roof drain interconnections and open cleanouts and add this information to the mapping system (150 days from approval of this plan).
6. Identify and map sewers known to be of poor condition (120 days from approval of this plan).
7. Determine the equipment needed to implement the final plan (150 days from approval of this plan).
8. Determine staffing requirements to implement the plan (150 days after approval of this plan).
9. Identify funding requirements for the plan (165 days after approval of this plan).
10. Before the end of 2007, present a comprehensive oil and grease control ordinance to the City council for adoption.

We plan to engage the services of Freeman-Millican, Inc. to work with the staff to develop the SSO Plan.

As requested in your August 24, 2007 letter to us, the final SSO Plan will include the following information at a minimum:

- Description of the cause of the Sanitary Sewer Overflow (SSO) and interim measures that will be taken to mitigate the effects of continuing SSO's;
 - The effort outlined in items 1 through 10 above will help characterize the problems which require correction.
- Description of the corrective measures, with milestones, to address continuing SSO's;
 - These will be dependent upon the results of our sewer system evaluation and characterization studies, but could include such actions as severance of illicit discharges, rehabilitation of deteriorated structures, measures to prevent blockages such as grease trap installations and root control programs, capacity improvements such as relief sewers and line replacements as required, etc.
- Provisions for the improvement and/or development and implementation of an Operations and Maintenance Program to ensure continued compliance;
 - May include such items as system inspections, line cleaning, manhole repair, and flow studies.
- Time line for completing each milestone;
 - Some milestones, such as the oil and grease ordinance, will be discrete targets while others, like line cleaning, will be phased over the life of the program.
- Description of the source(s) for funding;
 - This will culminate an investigation of several possible options, including our annual capital improvement programs, various bonds, grants, and assistance programs, in addition to our normal operations and maintenance budgets.
- Provisions for evaluating the effectiveness of the improvements.
 - In addition to comparisons of work completed to work identified, this will include targeted flow monitoring analyses to assess improvements. Continued SSO data monitoring will also provide trend data with which to assess the effectiveness of our remedial efforts.

We trust this written plan will be acceptable and we are prepared to move forward with preparation of the final SSO Plan as soon as we receive your approval to proceed.

If you have any questions, please feel free to call.

Sincerely,

CITY OF SHERMAN



Mark Gibson
Director of Utilities & Engineering

MG/pls

cc: George Olson, City Manager
Terry Millican, P.E., Freeman-Millican, Inc.
Suzanna M. Perea, TCEQ, Fort Worth

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
H. S. Buddy Garcia, *Commissioner*
Glenn Shankle, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Protecting Texas by Reducing and Preventing Pollution

August 24, 2007

CERTIFIED MAIL 91 3408 2133 3931 4564 7936
RETURN RECEIPT REQUESTED

Mr. Mark Gibson, Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75091

Re: Sanitary Sewer Overflow (SSO) Outreach Initiative, Confirmation of Participation:
City of Sherman, (Grayson County), Texas
TCEQ Regulated Entity No. 101612448

Dear Mr. Gibson:

On July 31, 2007, Suzanna M. Perea of the Texas Commission on Environmental Quality (TCEQ) Dallas/Ft. Worth Region Office conducted an investigation of the above-referenced facility to evaluate compliance with applicable requirements for wastewater treatment. Enclosed is a copy of the investigation report which lists the investigation findings.

On August 10, 2007, you and your representatives met with TCEQ staff to review the SSOs from your system. You are encouraged to participate in the outreach initiative to address ongoing SSOs. Please submit to this office by September 24, 2007 your written plan, including dates, for completing a comprehensive evaluation of the sewer system and finalizing your plans for corrective action. Up to 180 days will be allowed for you to finalize your SSO Plan. The final SSO Plan should include the following information:

- Description of the cause of the Sanitary Sewer Overflow (SSO) and interim measures that will be taken to mitigate the effects of continuing SSOs;
- Description of the corrective measures, with milestones, to address continuing SSOs;
- Provisions for the improvement and/or development and implementation of an Operations and Maintenance Program to ensure continued compliance;
- Time line for completing each milestone;
- Description of the source(s) for funding; and
- Provisions for evaluating the effectiveness of the improvements.

If you would like to obtain a copy of the applicable TCEQ rules, you may contact any of the sources listed in the enclosed brochure entitled "Obtaining TCEQ Rules."

REPLY TO: REGION 4-DALLAS/FORT WORTH • 2309 GRAVEL DR. • FORT WORTH, TEXAS 76118-6951 • 817-588-5800 • FAX 817-588-5700

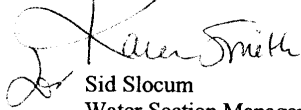
P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us

printed on recycled paper using soy-based ink

The Texas Commission on Environmental Quality appreciates your participation in this initiative. Please note that failure to comply with any time schedule in the approved SSO Plan, or in the event additional SSOs that result in a documented impact on human health, safety or the environment occur, eligibility to participate in the initiative will be rescinded.

If you or members of your staff have any questions, please feel free to contact Ms. Perea in the Dallas/Ft. Worth Region Office at (817) 588-5800.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sid Slocum".

Sid Slocum
Water Section Manager
Dallas/Ft. Worth Region Office

SS/sp

Enclosures: Investigation Report No. 571457
Obtaining TCEQ Rules

Texas Commission on Environmental Quality

Investigation Report

City of Sherman
CN600429583

POST OAK CREEK

RN101612448

Investigation # 571457

Incident #

Investigator: SUZANNA PEREA

Site Classification

DOMESTIC MAJOR

Conducted: 08/10/2007 -- 08/10/2007

SIC Code: 4952

NAIC Code: 221320

Program(s): WASTEWATER

Investigation Type : Compliance Investigation

Location : LOCATED S OF THE FM RD
1417 BRIDGE OVER POST OAK CREEK ON
THE W SIDE OF POST OAK CREEK IN
GRAYSON COUNTY

Additional ID(s) : TX0024325
WQ0010329001

Address: 1800 E FM HWY 1417;
SHERMAN, TX 75091

Activity Type: REGION 04 - DFW METROPLEX
WWSSORECON - WW SSO Initiative Recon

Principal(s) :

Role	Name
RESPONDENT	CITY OF SHERMAN

Contact(s) :

Role	Title	Name	Phone
Participated in Investigation	UTILITY FIELD SUPERINTENDENT	MR DARYL BAKER	Work (903) 892-7298
Regulated Entity Mail Contact	DIRECTOR OF UTILITIES	MR MARK GIBSON	Fax (903) 870-7802
		PE	Work (903) 892-7210
Participated in Investigation	WASTEWATER SUPERINTENDENT	MR WAYNE KUSE	Work (903) 892-7286
Participated in Investigation	DIRECTOR OF UTILITIES	MR MARK GIBSON	
		PE	

Other Staff Member(s) :

Role	Name
Supervisor	KAREN SMITH
QA Reviewer	PIXIE WETMORE

Associated Check List

Checklist Name
SSO INITIATIVE CHECKLIST

Unit Name
Sherman

Investigation Comments :

INTRODUCTION

A City of Sherman representative contacted the Region Office on July 31, 2007, and expressed interest in the Sanitary Sewer Overflow (SSO) Initiative; therefore, a database file review investigation of the City was performed to determine compliance with applicable wastewater collection regulations with regard to SSOs. A reconnaissance investigation was conducted on August 10, 2007 with Mr. Gibson, Mr. Baker, and Mr. Kuse. A Confirmation letter was sent to the City on August 24, 2007 with a response due date of September 24, 2007.

POST OAK CREEK - SHERMAN

8/10/2007 Inv. # - 571457

Page 2 of 4

GENERAL FACILITY INFORMATION

The City of Sherman owns and operates the Post Oak wastewater treatment facility which is designed to treat an annual average flow of 16 MGD and a 2-hr peak flow of 29,167 gpm. The collection system consists of approximately 218 miles of collection mains, 15 lift stations (LS), and 3,693 manholes. Clay mains and brick manholes make up approximately 80 percent and 60 percent of the system, respectively.

The City has actively addressed capacity and system maintenance issues for several years. The City has implemented several programs to reduce SSOs, including ongoing inflow/infiltration (I/I) monitoring, manhole rehabilitation, promulgation of a new grease trap ordinance, and weekly cleaning of identified problem areas. The City's Collection Department responsibilities include: manhole inspection and repair, smoke testing, repair/replacement of system mains and appurtenances, dye testing, cleaning of mains and manholes, televising of mains, inspection of 30 aerial crossings, and etc. The last system basin was smoke tested in May 2007. The City smoke tests system basins in series; therefore, the entire system is smoke tested approximately every four to five years.

In 2003, the City completed the North Central Relief project to relieve wet weather overflows and provide additional capacity. The project included approximately 18,000 LF of various sized mains, 38 manholes, and nine creek crossings. On October 18, 2006, in response to the August 31, 2006 NOV, the City submitted a copy of their capital improvement program for 2006 through 2010 dedicating approximately \$1.6 million for the following collection system projects:

- 2006-2007: Devonshire Line Replacement - 1000 LF of 10-inch main;
- 2006-2007: Texoma Parkway Line Replacement - 1450 LF of 12-inch main;
- 2006-2007: Ross Avenue Line Replacement - 800 LF of 8-inch main;
- 2007-2008: Relief Sewer C-1 - 3700 LF of 10-inch main;
- 2007-2008: Relief Sewer K-4 Phase 1 - 2950 LF of 18-inch main;
- 2008-2009: Relief Sewer K-4 Phase 2 - 2000 LF of 18-inch main; and,
- 2009-2010: Brents Street Line Replacement - 1500 LF of 8-inch main.

Each LS is monitored by a SCADA system and equipped with visual, and audible alarms. The Physical LS inspections are conducted weekly. The City is equipped with one 10-inch bypass pump to prevent SSOs during electrical power outages. Additionally, the City is on the electric provider's and local pump truck company's priority lists. Two LS are located in the flood plain; the City plans to rebuild and relocate one, and the other will be removed from the system. All manholes located in the 100-year flood plain have been raised and are bolted and sealed.

BACKGROUND

A review of the Dallas/Fort Worth Region Office file for the City of Sherman, from September 1, 2006 through July 31, 2007, identified 34 reported SSOs, primarily due to I/I. At the time of each occurrence, adequate corrective actions were taken to abate the problem and mitigate the affected areas.

ADDITIONAL INFORMATION

The City of Sherman was invited to participate in the TCEQ SSO Initiative in 2006; however, the City declined participation at that time. Since October 2006, the City has submitted quarterly progress reports describing the ongoing efforts to reduce the occurrence of SSOs. Following receipt of the City's initial plan expressing intent to participate in the Initiative, quarterly progress reports will no longer be necessary.

NOV Date
08/24/2007

Method
SSO INITIATIVE NOTICE TO CONFIRM

OUTSTANDING ALLEGED VIOLATIONS

Track No: 251528

Compliance Due Date: 09/24/2007

2D TWC Chapter 26.121(a)

Alleged Violation:
Investigation: 510829

Comment Date: 08/30/2006

Failure to prevent the unauthorized discharge of wastewater from the collection system. This violation is being issued to address the unauthorized discharges that

POST OAK CREEK - SHERMAN

8/10/2007 Inv. # - 571457

Page 3 of 4

were reported by the city within the past three years.

The following unauthorized discharges were reported and were attributable to inflow/infiltration:

11/23/04 - 1500 gallons
01/03/05 - 7600 gallons
01/03/05 - 500 gallons
01/03/05 - 6600 gallons
08/22/05 - 300 gallons
08/29/05 - 600 gallons

The following unauthorized discharges were reported and were attributable to grease/blockage:

02/07/04 - 900 gallons
03/15/04 - 6000 gallons
07/16/04 - 3000 gallons
08/19/04 - 1500 gallons
11/17/04 - 400 gallons
01/03/05 - 300 gallons
08/01/05 - 600 gallons
08/02/05 - 5000 gallons
08/02/05 - 7500 gallons
08/16/05 - 5000 gallons
11/02/05 - 600 gallons
11/14/05 - 200 gallons
12/16/05 - 200 gallons
01/19/06 - 750 gallons
02/13/06 - 200 gallons
02/22/06 - 700 gallons
02/23/06 - 100 gallons
02/24/06 - 300 gallons
03/01/06 - 500 gallons
03/21/06 - 800 gallons

The following unauthorized discharges were reported and were attributable to structural failure:

12/03/04 - 300 gallons
03/01/06 - 100 gallons
03/14/06 - 1200 gallons

Investigation: 517433

Comment Date: 10/26/2006

Failure to prevent unauthorized discharges in the collection system.

Investigation: 571457

Comment Date: 08/22/2007

A record review, from September 1, 2006 through July 31, 2007, identified 34 SSOs primarily due to I/I. At the time of each occurrence, adequate corrective actions were taken to abate the problem and mitigate the affected areas.

Recommended Corrective Action: Please submit an initial plan, including dates, for completing a comprehensive evaluation of the sewer system and finalizing your plans for corrective action.

Resolution:

Signed *Suzanna M. Perera*
Environmental Investigator

Date 8/22/07

Signed *Karen Smith*
Supervisor

Date 8/23/07

Attachments: (in order of final report submittal)

☐ Enforcement Action Request (EAR)

☐ Maps, Plans, Sketches

☒ Letter to Facility (specify type) : Notice to Confirm Participation

☐ Photographs

☐ Investigation Report

☐ Correspondence from the facility

☐ Sample Analysis Results

☒ Other (specify) :

☐ Manifests

Reported SSOs FY 2007

☐ NOR



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5340**

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Lynn Vessels Construction, LLC for the Construction of Relief Sewer K-4 Phase One between McGee Street and the Turtle Creek West Subdivision

Issue

The current Capital Improvement Program contains a project for the construction of Relief Sewer K-4 Phase One between McGee Street and the Turtle Creek West Subdivision. This agreement will be administered through the Greater Texoma Utility Authority (GTUA).

Background

The current Capital Improvement Program contains a project to replace the existing sewer main along Post Oak Creek, from McGee Street to the Turtle Creek West Subdivision. Seven (7) bidders responded to the request for bids. A bid tabulation is attached.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through GTUA.

Staff Recommendation

It is recommended that the City Council approve GTUA's intention to enter into a contract with the low bidder, Lynn Vessels Construction, LLC of Sherman, Texas, in the amount of \$428,996.92.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5340

Engineer's Recommendation

Bid Tabulation

GTUA Contract

Location Map

Prepared by:
Mark Gibson, Utilities and Engineering Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH LYNN VESSELS CONSTRUCTION, LLC FOR THE CONSTRUCTION OF RELIEF SEWER K-4 PHASE ONE BETWEEN MCGEE STREET AND THE TURTLE CREEK WEST SUBDIVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into an agreement with Lynn Vessels Construction, LLC of Sherman, Texas, for the construction of Relief Sewer K-4 Phase One between McGee Street and Turtle Creek West Subdivision in the City of Sherman, Texas.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

BILL MAGERS, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____

INTERIM CITY ATTORNEY

MORRIS ENGINEERS

March 11, 2009

Jerry Chapman
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Mark Gibson, P.E.
City of Sherman Dept. of Engineering
P.O. Box 1106
Sherman, TX 75091

RE: Sewer K from McGee Street to Turtle Creek West in the City of Sherman, TX
TWDB #72221; CID 1
Recommendation of Award

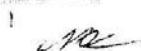
Dear Jerry and Mark:

Bids were accepted on March 10, 2009 for the construction of Sewer K, phase 1, from McGee Street to Turtle Creek West. The bids were in response to an Advertisement for Bids dated February 11, 2009, which was published in the newspaper by GTUA. Individual bidding notices were mailed to fourteen (14) contractors. Plans and specifications were available for viewing at three (3) planrooms. During the bidding period, sixteen (16) prospective bidders picked up plans and specifications. A total of seven (7) bids were received. Enclosed is a tabulation of those bids.

The lowest bid was submitted by Lynn Vessels Construction, LLC, of Sherman, for the amount of \$428,996.92. Their Bidder Qualification Statement is enclosed. Lynn Vessels Construction, LLC, has successfully completed past projects in a responsible and competent manner. I recommend that you award the project to them for the amount bid.

A Notice of Award is enclosed for your use in awarding the project. If you will sign, date, and return the notice to us, we will forward it to the contractor along with contracts for execution.

Sincerely,



Timothy L. Morris, P.E.

Enclosures: Bid Tab; BQS; Notice of Award

c: Lynn Vessels Construction, LLC
Project file

BID TABULATION
 GREATER TEXOMA UTILITY AUTHORITY
 SEWER K FROM McGEE STREET TO TURTLE CREEK WEST, SHERMAN, TX
 BID OPENING: MARCH 10, 2009 AT 2:00 PM

Lynn Vesela Construction
 P.O. Box 1212
 Sherman, TX 75091

Utility Construction Svcs.
 702 Shepherd Dr.
 Garland, TX 75042

W.R. Hodgson Co.
 10165 CR 106
 Celina, TX 75009

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST
1	FAI 24" DIA. GRAVITY SEWER PIPE								
	8" TO 10" DEEP	32	LF	42.77	1,368.64	46.00	1,472.00	70.00	2,240.00
	10" TO 12" DEEP	13	LF	45.00	585.00	48.00	624.00	70.00	910.00
	12" TO 14" DEEP	446	LF	47.23	21,064.58	52.00	23,192.00	70.00	31,220.00
	14" TO 16" DEEP	1530	LF	49.46	75,673.80	60.00	91,800.00	70.00	107,100.00
	16" TO 18" DEEP	282	LF	53.92	15,205.44	65.00	18,330.00	70.00	19,740.00
	18" TO 20" DEEP	41	LF	60.61	2,485.01	75.00	3,075.00	70.00	2,870.00
2	FAI 21" DIA. GRAVITY SEWER PIPE								
	10" TO 12" DEEP	38	LF	47.11	1,790.18	46.00	1,748.00	66.00	2,508.00
	12" TO 14" DEEP	125	LF	50.45	6,306.25	50.00	6,300.00	66.00	8,316.00
	14" TO 16" DEEP	327	LF	51.57	16,863.39	56.00	18,312.00	66.00	21,582.00
	16" TO 18" DEEP	405	LF	53.80	21,789.00	64.00	25,920.00	66.00	26,730.00
	18" TO 20" DEEP	23	LF	58.26	1,339.98	75.00	1,725.00	66.00	1,518.00
	20" TO 22" DEEP	13	LF	62.72	815.36	85.00	1,105.00	66.00	858.00
3	FAI 8" DIA. GRAVITY SEWER PIPE								
	0" TO 5" DEEP	36	LF	48.22	1,735.92	18.00	648.00	50.00	1,800.00
	5" TO 8" DEEP	99	LF	22.02	2,179.98	23.00	2,277.00	50.00	4,950.00
4	FAI 6" DIA. GRAVITY SEWER PIPE								
	0" TO 5" DEEP	8	LF	21.69	173.52	17.00	136.00	49.00	392.00
	5" TO 10" DEEP	32	LF	25.03	800.96	22.00	704.00	49.00	1,568.00
	10" TO 12" DEEP	20	LF	27.26	545.20	26.00	520.00	49.00	980.00
5	FAI 4" DIA. MANHOLE								
	0" TO 6" DEEP	1	EA	1,518.07	1,518.07	1,850.00	1,850.00	2,105.00	2,105.00
	6" TO 8" DEEP	1	EA	1,707.62	1,707.62	2,000.00	2,000.00	2,130.00	2,130.00
	8" TO 10" DEEP	1	EA	2,165.89	2,165.89	2,100.00	2,100.00	2,460.00	2,460.00
6	FAI 5" DIA. MANHOLE								
	12" TO 14" DEEP	1	EA	3,754.21	3,754.21	3,300.00	3,300.00	3,805.00	3,805.00
	14" TO 16" DEEP	7	EA	4,187.94	29,315.58	3,852.00	26,964.00	4,325.00	30,275.00
	16" TO 18" DEEP	6	EA	4,369.69	26,218.14	4,182.00	25,092.00	4,515.00	27,090.00
	20" TO 22" DEEP	1	EA	4,865.17	4,865.17	4,800.00	4,800.00	4,820.00	4,820.00
7	ADD FOR BOLTED & GASKETED COVER & RING	18	EA	33.45	602.10	700.00	12,600.00	419.00	7,542.00
8	ADD FOR MANHOLE DROPS								
	8": 7" TO 10" DROP	3	EA	431.51	1,294.53	500.00	1,500.00	310.00	930.00
	8": 7" TO 10" DROP	5	EA	543.01	2,715.05	1,250.00	6,250.00	390.00	1,950.00
	10": 9" TO 11" DROP	2	EA	874.16	1,748.32	1,550.00	3,100.00	625.00	1,250.00
9	ADD FOR PROTECTIVE COATING FOR 60" DIA. MH (Specify on BID)	55	VF	211.85	11,651.75	200.00	11,000.00	200.00	11,000.00
	OR:								
	ADD FOR 60" DIA. FIBERGLASS MH								
	Manhole Sta. 2+28.1			NB		NB		10,000.00	
	Manhole Sta. 10+19.8			NB		NB		10,000.00	
	Manhole Sta. 18+74.5			NB		NB		10,000.00	
	Manhole Sta. 33+44.7			NB		NB		10,000.00	
10	FAI CREEK XING @ STA. 0+55, ENCASEMENT PIPE	1	JOB		14,757.97		13,350.00		20,100.00
11	FAI CREEK XING @ STA. 3+00, ENCASEMENT PIPE	1	JOB		18,042.83		21,000.00		18,100.00
12	FAI CREEK XING @ STA. 27+00, ENCASEMENT PIPE	1	JOB		15,520.80		18,000.00		14,600.00
13	FAI STREET XING @ STA. 9+20, ENCASEMENT PIPE	1	JOB		32,172.21		34,800.00		37,150.00
	OR:								
	FAI STREET XING @ STA. 9+20, TUNNELING, GFR JACKING PIPE	1	JOB		NB		NB		NB
14	FAI STREET XING @ STA. 29+32, ENCASEMENT PIPE	1	JOB		28,960.12		32,000.00		34,150.00
	OR:								
	FAI STREET XING @ STA. 29+32, TUNNELING, GFR JACKING PIPE	1	JOB		NB		NB		NB
15	FAI STREET XING @ STA. 8+23.8, SAW CUT	1	JOB		3,233.50		15,000.00		4,425.00
16	FAI SEWER SERVICE WYE OR TEE								
	8" MAIN	1	EA	156.10	156.10	100.00	100.00	172.00	172.00
	8" MAIN	1	EA	167.25	167.25	125.00	125.00	212.00	212.00
	21" MAIN	3	EA	312.20	936.60	1,200.00	3,600.00	265.00	795.00
	24" MAIN	1	EA	312.20	312.20	1,800.00	1,800.00	265.00	265.00
17	FAI SDR 35 PVC SERVICE LINE								
	4" SERVICE LINE	150	LF	20.07	3,010.50	10.00	1,500.00	43.50	6,525.00
	6" SERVICE LINE	50	LF	21.69	1,084.50	12.00	600.00	45.00	2,250.00
18	FAI NEW CONCRETE APRON @ STA. 9+00	1	JOB		5,998.47		8,000.00		1,885.00
19	DEMO. ABANDONED MANHOLES	18	EA	317.78	5,720.04	850.00	15,300.00	1,250.00	22,500.00
20	DEMO. EXIST. CREEK XINGS @ STA. 1+20, 3+50, 27+55	1	JOB		401.40		10,000.00		1,200.00
21	REPAIR/REPLACE CONCRETE FLUME @ STA. 33+22	1	JOB		1,031.38		3,200.00		1,200.00
22	REPAIR/REPLACE CONCRETE FLUME @ STA. 28+96	1	JOB		557.50		3,200.00		1,200.00
23	EGPT. & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT								
	4" WATERLINE	2	EA	1,209.78	2,419.56	500.00	1,000.00	4,530.00	9,060.00
	6" WATERLINE	2	EA	1,371.45	2,742.90	750.00	1,500.00	4,630.00	9,260.00
	8" WATERLINE	2	EA	1,778.43	3,556.86	950.00	1,900.00	4,730.00	9,460.00
	10" WATERLINE	2	EA	2,508.75	5,017.50	1,550.00	3,100.00	4,850.00	9,700.00
	12" WATERLINE	2	EA	3,077.40	6,154.80	1,875.00	3,750.00	5,150.00	10,300.00
	14" WATERLINE	2	EA	3,969.40	7,938.80	3,100.00	6,200.00	5,325.00	10,650.00
24	FAI @ STA. 38+35 TRANSITION FROM EXIST. SWR. TO NEW SWR.	1	JOB		2,007.00		4,000.00		3,450.00
25	TRENCH EXCAVATION PROTECTION	3435	LF	1.12	3,847.20	2.00	6,870.00	5.60	19,236.00
26	SWPPP	1	JOB		4,705.30		8,000.00		19,250.00
	TOTAL BID				428,996.92		516,375.00		597,834.00
	BID BOND/CASHIER'S CHECK?				BB		BB		BB
	ADDENDUM NO. 1 ACKNOWLEDGED?				Y		Y		Y
	CONDITIONAL OR QUALIFIED BID?				N		-		N

* Corrected total. Amount shown on BID contained addition/multiplication error.

NB = No Bid

BID TABULATION
GREATER TEXOMA UTILITY AUTHORITY
SEWER K FROM MCGEE STREET TO TURTLE CREEK WEST, SHERMAN, TX
BID OPENING: MARCH 10, 2009 AT 2:00 PM

Dickerson Constr. Co.
P.O. Box 181
Celina, TX 75009

Wright Construction Co.
601 W. Wall St.
Grapevine, TX 76051

Wilson Contractor Services
107 Bell Avenue, Ste. 3
Denton, TX 76201

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST
1	F&I 24" DIA. GRAVITY SEWER PIPE								
	8' TO 10' DEEP	32	LF	55.00	1,760.00	60.00	1,920.00	82.00	2,624.00
	10' TO 12' DEEP	13	LF	55.00	715.00	65.00	845.00	82.00	1,066.00
	12' TO 14' DEEP	446	LF	60.00	26,760.00	71.00	31,666.00	82.00	36,572.00
	14' TO 16' DEEP	1530	LF	65.00	99,450.00	79.00	120,870.00	82.00	125,460.00
	16' TO 18' DEEP	262	LF	80.00	22,560.00	90.00	25,380.00	82.00	23,124.00
	18' TO 20' DEEP	41	LF	100.00	4,100.00	107.00	4,387.00	92.00	3,772.00
2	F&I 21" DIA. GRAVITY SEWER PIPE								
	10' TO 12' DEEP	38	LF	49.00	1,862.00	61.00	2,318.00	67.00	2,546.00
	12' TO 14' DEEP	126	LF	49.00	6,174.00	68.00	8,568.00	67.00	8,442.00
	14' TO 16' DEEP	327	LF	55.00	17,985.00	76.00	24,852.00	77.00	25,179.00
	16' TO 18' DEEP	405	LF	65.00	26,325.00	87.00	35,235.00	77.00	31,185.00
	18' TO 20' DEEP	23	LF	95.00	2,185.00	104.00	2,392.00	92.00	2,116.00
	20' TO 22' DEEP	13	LF	95.00	1,235.00	133.00	1,729.00	92.00	1,196.00
3	F&I 8" DIA. GRAVITY SEWER PIPE								
	0' TO 5' DEEP	38	LF	45.00	1,710.00	38.00	1,444.00	42.50	1,615.00
	5' TO 8' DEEP	99	LF	50.00	4,950.00	41.00	4,059.00	42.50	4,207.50
4	F&I 6" DIA. GRAVITY SEWER PIPE								
	5' TO 8' DEEP	8	LF	50.00	400.00	41.00	328.00	32.50	260.00
	8' TO 10' DEEP	32	LF	55.00	1,760.00	44.00	1,408.00	37.50	1,200.00
	10' TO 12' DEEP	20	LF	60.00	1,200.00	48.00	960.00	42.50	850.00
5	F&I 4" DIA. MANHOLE								
	0' TO 8' DEEP	1	EA	2,000.00	2,000.00	1,750.00	1,750.00	2,450.00	2,450.00
	8' TO 8' DEEP	1	EA	2,300.00	2,300.00	1,900.00	1,900.00	2,650.00	2,650.00
	8' TO 10' DEEP	1	EA	2,500.00	2,500.00	2,100.00	2,100.00	3,050.00	3,050.00
6	F&I 5" DIA. MANHOLE								
	12' TO 14' DEEP	1	EA	5,000.00	5,000.00	3,050.00	3,050.00	5,150.00	5,150.00
	14' TO 16' DEEP	7	EA	5,700.00	39,900.00	3,300.00	23,100.00	5,450.00	38,150.00
	16' TO 18' DEEP	6	EA	5,400.00	32,400.00	3,500.00	21,000.00	6,250.00	37,500.00
	20' TO 22' DEEP	1	EA	8,000.00	8,000.00	3,700.00	3,700.00	7,150.00	7,150.00
7	ADD FOR BOLTED & GASKETED COVER & RING	18	EA	500.00	9,000.00	200.00	3,600.00	750.00	13,500.00
8	ADD FOR MANHOLE DROPS								
	8". 7' TO 10' DROP	3	EA	750.00	2,250.00	1,550.00	4,650.00	1,300.00	3,900.00
	8". 7' TO 10' DROP	5	EA	800.00	4,000.00	1,600.00	8,000.00	1,350.00	6,750.00
	10". 9' TO 11' DROP	2	EA	1,100.00	2,200.00	1,900.00	3,800.00	1,950.00	3,900.00
9	ADD FOR PROTECTIVE COATING FOR 80" DIA. MH (Specify on BID)	55	VF	200.00	11,000.00	198.00	10,890.00	250.00	13,750.00
	-OR-								
	ADD FOR 80" DIA. FIBERGLASS MH								
	Manhole Sta. 2+29.1			9,650.00		6,200.00		NB	
	Manhole Sta. 10+19.8			10,000.00		6,500.00		NB	
	Manhole Sta. 16+74.5			10,000.00		6,500.00		NB	
	Manhole Sta. 33+44.7			9,700.00		6,200.00		NB	
10	F&I CREEK XING @ STA. 0+55, ENCASEMENT PIPE	1	JOB		25,000.00		28,000.00		25,000.00
11	F&I CREEK XING @ STA. 3+00, ENCASEMENT PIPE	1	JOB		29,000.00		31,000.00		30,200.00
12	F&I CREEK XING @ STA. 27+00, ENCASEMENT PIPE	1	JOB		24,500.00		29,000.00		24,000.00
13	F&I STREET XING @ STA. 6+20, ENCASEMENT PIPE	1	JOB		45,675.00		46,700.00		37,000.00
	-OR-								
	F&I STREET XING @ STA. 6+20, TUNNELING, GFR JACKING PIPE	1	JOB		NB		NB		NB
14	F&I STREET XING @ STA. 29+32, ENCASEMENT PIPE	1	JOB		35,000.00		39,500.00		34,000.00
	-OR-								
	F&I STREET XING @ STA. 29+32, TUNNELING, GFR JACKING PIPE	1	JOB		NB		NB		NB
15	F&I STREET XING @ STA. 8+23.8, SAW CUT	1	JOB		6,900.00		6,900.00		7,350.00
16	F&I SEWER SERVICE WYE OR TEE								
	8" MAIN	1	EA	180.00	180.00	300.00	300.00	450.00	450.00
	8" MAIN	1	EA	190.00	190.00	310.00	310.00	550.00	550.00
	21" MAIN	3	EA	300.00	900.00	1,550.00	4,650.00	1,400.00	4,200.00
	24" MAIN	1	EA	400.00	400.00	1,950.00	1,950.00	1,759.00	1,759.00
17	F&I SDR 35 PVC SERVICE LINE								
	4" SERVICE LINE	150	LF	15.00	2,250.00	35.00	5,250.00	58.00	8,700.00
	6" SERVICE LINE	50	LF	17.50	875.00	36.00	1,800.00	59.00	2,950.00
18	F&I NEW CONCRETE APRON @ STA. 9+00	1	JOB		10,750.00		3,600.00		2,500.00
19	DEMO. ABANDONED MANHOLES	18	EA	1,000.00	18,000.00	775.00	13,950.00	1,000.00	18,000.00
20	DEMO. EXIST. CREEK XINGS @ STA. 1+20, 3+50, 27+55	1	JOB		6,000.00		4,000.00		3,000.00
21	REPAIR/REPLACE CONCRETE FLUME @ STA. 33+22	1	JOB		4,500.00		1,500.00		2,500.00
22	REPAIR/REPLACE CONCRETE FLUME @ STA. 29+98	1	JOB		1,500.00		500.00		700.00
23	EQPT. & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT								
	4" WATERLINE	2	EA	2,000.00	4,000.00	2,800.00	5,600.00	2,000.00	4,000.00
	6" WATERLINE	2	EA	2,250.00	4,500.00	2,900.00	5,800.00	2,350.00	4,700.00
	8" WATERLINE	2	EA	3,000.00	6,000.00	3,100.00	6,200.00	2,650.00	5,300.00
	10" WATERLINE	2	EA	3,500.00	7,000.00	3,800.00	7,600.00	4,000.00	8,000.00
	12" WATERLINE	2	EA	4,000.00	8,000.00	4,100.00	8,200.00	4,500.00	9,000.00
	14" WATERLINE	2	EA	4,500.00	9,000.00	5,800.00	11,600.00	6,500.00	13,000.00
24	F&I @ STA. 30+35 TRANSITION FROM EXIST. SWR. TO NEW SWR.	1	JOB		3,250.00		3,600.00		5,250.00
25	TRENCH EXCAVATION PROTECTION	3435	LF	2.00	6,870.00	1.00	3,435.00	6.00	20,610.00
26	SWPPP	1	JOB		8,500.00		20,000.00		11,500.00
	TOTAL BID				610,421.00		646,966.00		694,533.50
	BID BOND/CASHIER'S CHECK?				NB		NB		NB
	ADDENDUM NO. 1 ACKNOWLEDGED?				Y		Y		Y
	CONDITIONAL OR QUALIFIED BID?				N		N		N

* Corrected total. Amount shown on BID contained addition/multiplication error.

NB = No Bid

BID TABULATION
 GREATER TEXOMA UTILITY AUTHORITY
 SEWER K FROM MCGEE STREET TO TURTLE CREEK WEST, SHERMAN, TX
 BID OPENING: MARCH 10, 2009 AT 2:00 PM

Dowell & Sons, Inc.
 6125 Dewitt
 Sachse, TX 75048

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL ITEM COST
1	F&I 24" DIA. GRAVITY SEWER PIPE				
	8" TO 10' DEEP	32	LF	66.56	2,129.92
	10' TO 12' DEEP	13	LF	68.92	896.96
	12' TO 14' DEEP	446	LF	70.77	31,563.42
	14' TO 16' DEEP	1530	LF	73.95	113,143.50
	16' TO 18' DEEP	282	LF	78.53	22,145.46
	18' TO 20' DEEP	41	LF	86.96	3,565.36
2	F&I 21" DIA. GRAVITY SEWER PIPE				
	10' TO 12' DEEP	36	LF	65.60	2,402.80
	12' TO 14' DEEP	126	LF	65.36	8,239.14
	14' TO 16' DEEP	327	LF	69.77	22,814.79
	16' TO 18' DEEP	405	LF	73.53	29,779.65
	18' TO 20' DEEP	23	LF	83.65	1,923.95
	20' TO 22' DEEP	13	LF	90.60	1,177.80
3	F&I 8" DIA. GRAVITY SEWER PIPE				
	0' TO 5' DEEP	38	LF	11.60	440.80
	5' TO 8' DEEP	99	LF	16.56	1,639.44
4	F&I 6" DIA. GRAVITY SEWER PIPE				
	5' TO 6' DEEP	8	LF	17.80	142.40
	6' TO 10' DEEP	32	LF	24.24	775.68
	10' TO 12' DEEP	20	LF	25.52	510.40
5	F&I 4" DIA. MANHOLE				
	0' TO 6' DEEP	1	EA	3,575.02	3,575.02
	6' TO 8' DEEP	1	EA	3,742.27	3,742.27
	8' TO 10' DEEP	1	EA	3,993.12	3,993.12
6	F&I 5" DIA. MANHOLE				
	12' TO 14' DEEP	1	EA	7,208.86	7,208.86
	14' TO 16' DEEP	7	EA	7,271.97	50,903.79
	16' TO 18' DEEP	6	EA	7,621.69	45,730.14
	20' TO 22' DEEP	1	EA	7,957.51	7,957.51
7	ADD FOR BOLTED & GASKETED COVER & RING	18	EA	806.35	14,566.30
8	ADD FOR MANHOLE DROPS				
	6": 7' TO 10' DROP	3	EA	1,629.99	4,889.97
	8": 7' TO 10' DROP	5	EA	1,786.54	8,932.70
	10": 9' TO 11' DROP	2	EA	2,142.36	4,284.72
9	ADD FOR PROTECTIVE COATING FOR 60" DIA. MH (Specify on BID)	55	VF	203.06	11,169.40
	-OR-				
	ADD FOR 60" DIA. FIBERGLASS MH				
	Manhole Sta. 2+29.1			NB	
	Manhole Sta. 10+19.6			NB	
	Manhole Sta. 15+74.5			NB	
	Manhole Sta. 33+44.7			NB	
10	F&I CREEK XING @ STA. 0+55, ENCASEMNT. PIPE	1	JOB		23,686.29
11	F&I CREEK XING @ STA. 3+00, ENCASEMNT. PIPE	1	JOB		26,368.61
12	F&I CREEK XING @ STA. 27+00, ENCASEMNT. PIPE	1	JOB		24,725.87
13	F&I STREET XING @ STA. 8+20, ENCASEMNT. PIPE	1	JOB		31,657.02
	-OR-				
	F&I STREET XING @ STA. 8+20, TUNNELING, GFR JACKING PIPE	1	JOB		NB
14	F&I STREET XING @ STA. 29+32, ENCASEMNT. PIPE	1	JOB		27,928.93
	-OR-				
	F&I STREET XING @ STA. 29+32, TUNNELING, GFR JACKING PIPE	1	JOB		NB
15	F&I STREET XING @ STA. 8+23.8, SAW CUT	1	JOB		8,151.22
16	F&I SEWER SERVICE WYE OR TEE				
	8" MAIN	1	EA	467.23	467.23
	8" MAIN	1	EA	478.65	478.65
	21" MAIN	3	EA	676.58	2,029.74
	24" MAIN	1	EA	700.85	700.85
17	F&I SDR 35 PVC SERVICE LINE				
	4" SERVICE LINE	150	LF	38.44	5,766.00
	6" SERVICE LINE	50	LF	39.36	1,968.00
18	F&I NEW CONCRETE APRON @ STA. 9+00	1	JOB		9,671.17
19	DEMO. ABANDONED MANHOLES	18	EA	870.00	15,660.00
20	DEMO. EXIST. CREEK XINGS @ STA. 1+20, 3+50, 27+55	1	JOB		6,750.76
21	REPAIR/REPLACE CONCRETE FLUME @ STA. 33+22	1	JOB		5,125.41
22	REPAIR/REPLACE CONCRETE FLUME @ STA. 29+96	1	JOB		7,636.15
23	EQPT. & LABOR TO ADJ. WATERLINE/ELIMINATE CONFLICT				
	4" WATERLINE	2	EA	3,796.93	7,593.86
	6" WATERLINE	2	EA	4,011.74	8,023.48
	8" WATERLINE	2	EA	4,343.61	8,687.22
	10" WATERLINE	2	EA	5,370.90	10,741.80
	12" WATERLINE	2	EA	5,687.36	11,374.72
	14" WATERLINE	2	EA	7,636.19	15,272.38
24	F&I @ STA. 38+35 TRANSITION FROM EXIST. SWR. TO NEW SWR.	1	JOB		4,928.67
25	TRENCH EXCAVATION PROTECTION	3435	LF	13.69	47,025.15
26	SWPPP	1			12,996.91
	TOTAL BID				737,756.56
	BID BOND/CASHIER'S CHECK?				BB
	ADDENDUM NO. 1 ACKNOWLEDGED?				Y
	CONDITIONAL OR QUALIFIED BID?				N

* Corrected total. Amount shown on BID contained addition/multiplication error.

NB = No Bid

I certify that the foregoing is a true and correct tabulation of all bids received in response to Advertisement for Bids dated February 11, 2009.

Timothy L. Morris, P.E. / Morris Engineers

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the **Greater Texoma Utility Authority** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

Construction of Sewer K from McGee Street to Turtle Creek West in the City of Sherman, Texas, as set out and further described by the plans and specifications that are a part hereof.

Article 2. ENGINEER.

The Project has been designed by Morris Engineers, 225 E. Houston St., Sherman, Texas, who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed within one hundred fifty (150) days after the date when the Contract Time commences to run on the day indicated in the Notice to Proceed, and completed and ready for final payment in accordance with Article 14.13 of the General Conditions within one hundred eighty (180) days after the date when the Contract Time commences to run.

3.2. OWNER and CONTRACTOR agree that CONTRACTOR shall pay OWNER two hundred seventy dollars (\$270.00) for each day that expires after the time specified in paragraph 3.1 or any proper extension thereof granted by OWNER for Substantial Completion until the Work is substantially complete. OWNER and CONTRACTOR also agree that CONTRACTOR shall pay OWNER fifty dollars (\$50.00) for each day that expires after the time specified in paragraph 3.1 or any proper extension thereof granted by OWNER for completion and readiness for final payment until the Work is complete and ready for final payment according to Article 14.13. of the General Conditions.

Article 4. CONTRACT PRICE.

- 4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds:

_____ Dollars, (\$ _____) being
the amount derived from the Unit and Lump Sum Prices bid.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments, Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day or each month during construction as provided in paragraph 5.1.1. and 5.1.2. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14.7 of the General Conditions.

90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed.

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 14.2 of the General Conditions.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14.7 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14.13 of the General Conditions, OWNER shall pay the remainder of the

Contract Price as recommended by ENGINEER as provided in said Article 14.13.

Article 6. THIS ARTICLE IS NOT USED IN THIS AGREEMENT.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1. of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2. of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2. of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. Advertisement For Bids
- 8.2. Instruction To Bidders
- 8.3. Bid Proposal
- 8.4. Bid Bond
- 8.5. Notice of Award
- 8.6. Agreement
- 8.7. Construction Payment Bond
- 8.8. Construction Performance Bond
- 8.9. Certificates of Insurance
- 8.10. Notice to Proceed
- 8.11. General Conditions
- 8.12. Supplementary Conditions
- 8.13. General Requirements
- 8.14. Contractor's Certification and Guarantee
- 8.15. Consent of Surety
- 8.16. DRAWINGS Prepared by Morris Engineers numbered 1 of 22 through 22 of 22, and dated April, 2001 and updated 12/2/08.
- 8.17. SPECIFICATIONS prepared or issued by Morris Engineers, dated August, 2007 and updated 12/2/08.
- 8.18. ADDENDA:
No. __, dated
No. __, dated
- 8.19. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.20. Greater Texoma Utility Authority (GTUA) Contract Documents
- 8.21. Texas Water Development Board (TWDB) Contract Documents

-
- 8.22. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

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

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

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

OWNER: Greater Texoma Utility Authority
5100 Airport Drive, Denison, TX 75020

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

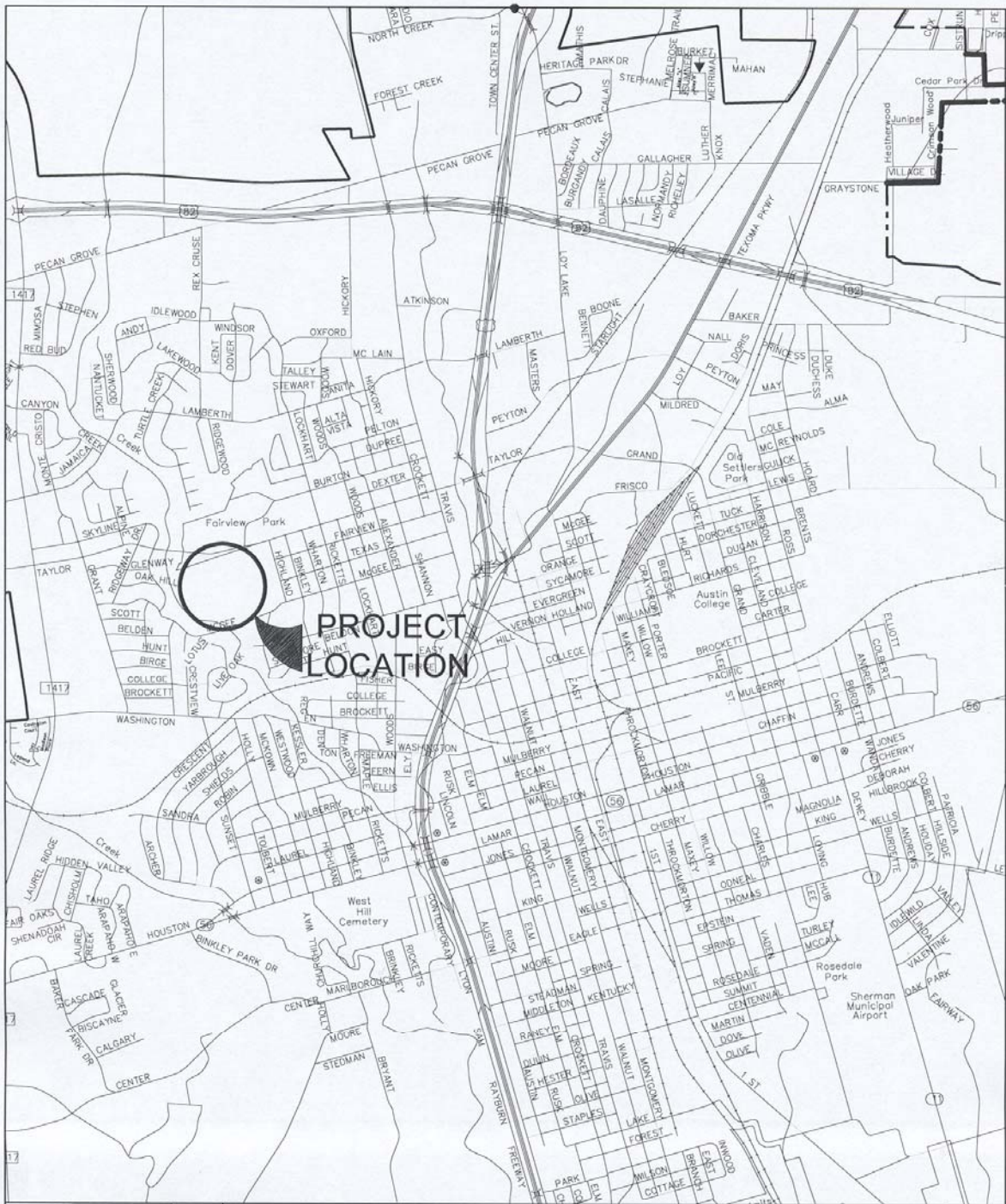
Address for giving notices

Address for giving notices

License No. _____

Agent for service of process:

MORRIS ENGINEERS
REV 3/22/01



City of Sherman, Texas

SEWER K-4

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

Luella 3 Trinity Water Well Emergency Repair

Issue

Change Order No. 1 is a final closeout change order to adjust the final contract amount.

Background

The estimated quantities for the well repair were decreased for five of the bid items. A new tension plate was required in addition to drive shaft and stretch column additions. Upon removal of the old pump and shaft, several straps were noted at the bottom of the well and had to be fished out. A \$10,378.00 increase resulted from the non-bid items.

Origination

Utilities Administration

Financial Consideration

The change order results in a net increase of \$7,578.00 to the original contract amount of \$284,925.00, making a final contract price of \$292,503.00.

Staff Recommendation

It is recommended that the City Council approve this proposed change order.

Alternatives

As may be directed by the City Council

Attachments

Proposed Change Order No. 1

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. _____
Change Order No. 1

Date: February 25, 2009
Project: Luella 3 Trinity Water Well

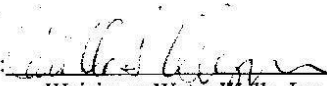
To: (Contractor) Weisinger Water Wells, Inc.

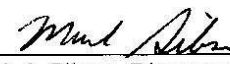
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
8	Delete 1 - 8" x 20' column pipe	634.00	
10	Delete 1 - 3" x 5' oil tube	158.00	
11	Delete 1 - 3" x 1 15/16 bearing	124.00	
14	Delete 1 - 1 15/16" x 10' line shaft	384.00	
18	Delete 15 Ductile Iron Bowl's	1500.00	
Add'l Work	Add 1 Tension Plate		350.00
	Add 1 Mid Stretch Column		3528.00
	Add 1 - 1 15/16" Drive Shaft		950.00
	Mobilization for jetting		3800.00
	Fish Out SS Straps		1750.00
Total		\$2800.00	\$10,378.00

The sum of **\$ 7578.00** is hereby **added** to the total contract price, **\$ 284,925.00** and the total adjusted contract price to date thereby is **\$ 292,503.00**.

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By:  Date: 3.3.09
Weisinger Water Wells, Inc.

Recommended By:  Date: 3/9/09
Mark Gibson, Director of Utilities & Engineering

Approved By: _____ Date: _____
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive Annual Property Tax Collection Presentation from the City's Contracted Tax Attorney

Issue

The City of Sherman's tax attorney, Mr. Glenn E. Smith, Jr. of Linebarger Goggan Blair & Sampson, LLP, has prepared an annual report highlighting the result of his office's delinquent tax collection activities during the period of January 1, 2008 to December 31, 2008, along with the total collection rate for the fiscal year 2007-2008.

Background

An annual report is submitted to the City Council to keep them informed of ongoing property tax collection activities and the results achieved in the collection of delinquent property taxes.

Origination

City Manager's Office

Financial Consideration

None

Action Requested

The City Council need take no action on this agenda item.

Alternatives

Different methods of report presentation

Attachments

Annual Property Tax Collection Report dated February 10, 2009

**Prepared and Approved by:
George Olson, City Manager**

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
115 East Lamar Street
Sherman, Texas 75090

903/893-4941
FAX 903/868-0688

February 10, 2009

Mayor Bill Magers and
Members of the Sherman City Council
P.O. Box 1106
Sherman, Texas 75091-1106

**RE: Activity Report on Delinquent Tax Collections for the period
January 1, 2008 to December 31, 2008**

Dear Mayor Bill Magers and Members of the City Council:

In an effort to keep you and the council members informed as to our activities, we submit this report which summarizes our work and the results we have achieved in delinquent tax collections on behalf of the City of Sherman. **Additionally, your total collection percentage rate was 103.51% for the fiscal year 2007-2008.**

The purpose of this letter is to briefly highlight our collection activities. The attached Delinquent Tax Operating Statistics Report follows this letter and summarizes our efforts on your behalf.

MAILINGS

During this reporting period our law firm has continued an extensive mailing program to ensure that delinquent taxpayers are aware that they owe taxes to the City of Sherman. We have mailed warning notice letters to delinquent taxpayers on more than 2,832 delinquent accounts. Every taxpayer on your delinquent roll with a current address has heard from us at least once; and others who need reminders have likely received several notices of delinquency.

LAWSUITS

Where requests for payment and all other negotiations have failed, we backed up our notice letters with lawsuits. During this reporting period we filed lawsuits against 48 accounts seeking the collection of \$52,477 in delinquent taxes, penalties, and interest. At the same time, we have continued to prosecute any cases, which were already pending prior to this reporting period.

ARIZONA • CALIFORNIA • COLORADO • DELAWARE • FLORIDA • ILLINOIS • MARYLAND
MISSOURI • NEVADA • OHIO • PENNSYLVANIA • TENNESSEE • TEXAS • VIRGINIA

DISMISSALS

Upon our filing a suit, the property owner frequently voluntarily pays the taxes after being served with citation. It is our practice to then dismiss the case, and the litigation comes to an end as to that particular person and property. During this reporting period, we dismissed, as paid, a total of 41 accounts, which involved in excess of \$31,814 in taxes, penalties, and interest.

JUDGMENTS

Courtroom judgments have been taken in 31 accounts involving more than \$23,013. A total of 15 judgments were released for an amount of \$10,041 in delinquent taxes, penalty and interest.

TAX SALES

Where all other efforts have failed in collecting on our judgments, we have prosecuted 23 tax sales involving \$34,711 in delinquent taxes.

BANKRUPTCY

We have filed 231 proofs of claim representing \$678,409 in delinquent taxes owed to the City and our other clients in Grayson County.

TOTAL COLLECTIONS

By the use of all of our collection tools, including notice letters, specialized demand letters, litigation, site visits and tax sales, we have collected on your behalf just over \$212,527 in delinquent taxes, penalty and interest from January 1, 2008 to December 31, 2008.

We pledge to continue to follow through with what has developed into a sound collection program. This will include prosecuting the pending suits to conclusion, writing demand letters on a regular basis, and filing additional suits in those cases where our letters and request for payment are ignored. We will also continue working closely with you to provide assistance and advice in all property tax matters, including changes in the law brought about by the Property Tax Code.

If there are any questions about this report do not hesitate to call me for further clarification of our activity.

Sincerely,



Glenn E. Smith, Jr.

cc: Mr. Robby Hefton, Assistant City Manager/CFO
Honorable John Ramsey, Grayson County Tax Assessor-Collector
Mr. Peter Munson, Munson, Munson Cardwell & Keese

January 2008 – December 2008
Delinquent Tax Operating Statistics

**CITY OF SHERMAN
DELINQUENT TAX OPERATING STATISTICS**

02/10/09

January - December

JAN, 2008 FEB, 2008 MAR, 2008 APR, 2008 MAY, 2008 JUNE, 2008 JULY, 2008 AUG, 2008 SEPT, 2008 OCT, 2008 NOV, 2008 DEC, 2008 **TOTAL**

TAX ROLL / COLLECTIONS

OUTSTANDING BASE TAX	\$380,608	\$351,921	\$348,303	\$330,040	\$335,291	\$329,918	\$463,510	N/A	\$453,559	\$445,483	N/A	\$412,874	
TOTAL COLLECTIONS	\$15,287	\$8,103	\$7,037	\$21,057	\$17,133	\$7,113	\$67,695	\$27,365	\$16,115	\$5,415	\$10,400	\$9,807	\$212,527
BASE TAX	\$12,098	\$6,079	\$5,346	\$14,866	\$11,567	\$5,758	\$59,384	\$22,603	\$11,991	\$3,895	\$7,807	\$8,077	\$169,471
P & I	\$3,189	\$2,024	\$1,691	\$6,192	\$5,566	\$1,354	\$8,311	\$4,761	\$4,125	\$1,520	\$2,593	\$1,730	\$43,056

LITIGATION

# ACCOUNTS FILED	1	0	2	1	27	2	0	6	0	0	0	9	48
\$ ACCOUNTS FILED	\$21,752	\$0	2,093	997	\$18,483	\$3,146	\$0	1212.92	\$0	\$0	\$0	\$4,791	\$52,477
# ACCOUNTS RESOLVED	11	13	1	7	7	3	10	5	9	13	13	5	97
\$ ACCOUNTS RESOLVED	\$8,094	\$10,586	\$2,378	\$9,321	\$14,865	\$3,081	\$5,408	\$3,363	\$9,467	\$8,165	\$14,446	\$554	\$89,730
# ACCOUNTS DISMISSED (PAID IN FULL)	7	6	0	1	1	1	0	0	6	12	7	0	41
\$ ACCOUNTS DISMISSED (PAID IN FULL)	\$5,673	\$3,114	\$0	\$717	\$717	\$695	\$0	\$0	\$7,389	\$7,536	\$5,973	\$0	\$31,814
# ACCOUNTS IN JUDGMENT	0	5	0	3	2	1	7	3	0	0	5	5	31
\$ ACCOUNTS IN JUDGMENT	\$0	\$5,733	\$0	\$3,454	\$625	\$991	\$3,708	\$2,207	\$0	\$0	\$5,740	\$554	\$23,013
# ACCOUNTS FOR NONSUIT	4	2	1	3	4	1	3	2	3	1	1	0	25
\$ ACCOUNTS FOR NONSUIT	\$2,421	\$1,739	\$2,378	\$5,150	\$13,522	\$1,394	\$1,699	\$1,157	\$2,079	\$630	\$2,733	\$0	\$34,902
# JUDGMENTS RELEASED	0	1	0	1	0	7	0	4	0	1	1	0	15
\$ JUDGMENTS RELEASED	\$0	\$574	\$0	\$30	\$0	\$4,430	\$0	\$3,792	\$0	\$357	\$859	\$0	\$10,041

MAILINGS/BANKRUPTCY/SPECIAL EFFORTS

	1st Mailing			2nd Mailing			3rd Mailing		4th Mailing			4 Mass Mailings
# ACCOUNTS MAILED	565			426			1,055		786			2,832
\$ AMOUNT MAILED	\$88,521			\$66,232			\$194,410		\$136,319			\$485,482
# SHERIFF SALES SET	0	6	0	0	6	0	0	2	0	0	9	23
\$ SHERIFF SALES SET	\$0	\$10,672	\$0	\$0	\$8,556	\$0	\$0	\$869	\$0	\$0	\$14,613	\$34,711
# BK PROOFS FILED	12	26	25	25	20	24	17	10	21	5	28	18
\$ BK PROOFS FILED	\$38,168	\$44,720	\$45,467	\$45,567	\$24,706	\$77,776	\$156,093	\$57,028	\$38,200	\$8,819	\$118,785	\$23,082

*Bankruptcy Proof of Claims include all claims filed on behalf of LGB&S clients by the Grayson County Tax Office



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.3

OTHER BUSINESS

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

Issue

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

Background

The brief presentation by the SEDCO Board Member and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three months. SEDCO's last progress report was presented at the December 15, 2008 City Council meeting.

Origination

City Council

Financial Consideration

None

Attachments

SEDCO's Quarterly Progress Report

**Prepared and Approved by:
George Olson, City Manager**

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Andy Olmstead

Name of Vice Chairman: Greg Kirkpatrick

Date of Report to City Council: March 16, 2009

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

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

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

- 1) Board member Rad Richardson and President John Boswell traveled to Austin for the Tri-County Legislative Day.
- 2) The Corporation continues to work closely with Grayson County and the Denison Development Alliance to promote the North Texas Regional Airport.
- 3) The staff has met several times with City staff and TIP Strategies on the development of the Comprehensive Master Plan.
- 4) The staff continues to meet with existing businesses to discuss development issues and how Sherman can help their business grow.

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

The Board and staff are working with several prospects (new and existing businesses) that will add new investment and jobs to Sherman. Additionally, we are looking at innovative ways to mitigate any negative effects from the global economic recession that may impact our local economy.

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

Since the last report in December, the SEDCO Board held three regular scheduled meetings.

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

100%.

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

No.

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

The SEDCO Board looks forward to working with the City on the implementation of the Comprehensive Master Plan and to continue to work with Panda Energy as they move forward to build a natural gas-fired electricity plant in Progress III Industrial Park.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.4

OTHER BUSINESS

Approving the Landscaping Services of Langford Concrete, Ltd. for the Downtown Square Planter Boxes

Issue

Landscaping of the Downtown Square concrete planter boxes

Background

As part of the Project Plan for the Downtown Tax Increment Financing Zone (TIF #2), the City is rebuilding the planter boxes along the Downtown Square and is nearing completion. Upon completion, plant material will be planted in these boxes that require only modest maintenance in order to minimize the ongoing resources needed by City staff to maintain these boxes. Langford Concrete, Ltd. (Langford) was the vendor selected to perform the planter box rebuilding work. This agenda item relates to contracting with Langford to purchase and plant the new plant material. Langford plans to subcontract with Sitescape Irrigation and Landscape for these landscaping services. In order to comply with the City of Sherman Charter, this item is being brought for Council approval, since the work to be done involves a current Councilmember. Since the scope of work is less than \$5,000, no additional bids are needed for this work, in accordance with City policy.

Origination

Public Works, Parks and Recreation, and Development Services Departments

Financial Consideration

Funds are available in the current budget for these services.

Staff Recommendation

Approve the services of Langford Concrete, Ltd. to landscape the concrete planter boxes located on the Downtown Square.

Alternatives

As may be recommended by the City Council

Attachments

Langford Concrete, Ltd. Bid/Quote dated March 11, 2009

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



REQUEST FOR BID CITY OF SHERMAN MARCH 2009

PROJECT NAME: Downtown Streetscape

SCOPE OF PROJECT:

- Prep and plant 24 planter boxes located on the outside of the downtown square
- Planter box size is approximately 5' x 3'
- Remove existing soil in planter box to a depth of 18" below sidewalk
- Planters will be prepped with sandy loam and soil conditioner
- For purposes of bidding on the project use the following plants:
 - Red Yucca
 - Gamma Grass
 - Lantana
 - Daffodil bulbs
- Lantana and Daffodil bulbs are perennials and should be installed during the appropriate season

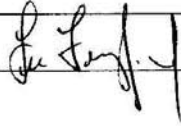
APPROXIMATE PROJECT START DATE: April 1, 2009

BID

Company Name LANGFORD CONCRETE LTD

Total Bid \$ 4,945.00

Special Conditions with bid (if applicable) SEE ATTACHED

Signature of Company Representative 

Date March 11, 2009



Exhibit 3

Brick Paver Landscape Planter on Travis Looking North

Langford Concrete, Ltd.
P.O. Box 297
Sherman, TX 75091
(903) 815-0156

March 11, 2009

City of Sherman
405 N. Rusk.
Sherman, TX 75092

Attn: Jeff Miller

Bid/ Price Quote

Downtown Planter Boxes

- The 23 downtown planters will be prepped and planted.
- Dwf. Youpon, Red Yucca, Gamma Grass and Lantana will be installed.
- The suggested plant material has low water requirements with little regular maintenance required.
- The planters will be prepped with sandy loam and soil conditioners prior to planting and hardwood mulch will be installed upon completion.
- The landscape will be watered 4 times prior to the City of Sherman resuming watering and maintenance issues.

Project Materials and Labor

46	Dwf. Youpon Holly	3 gal	25.00	1150.00
46	Red Yucca	3 gal	25.00	1150.00
69	Gamma Grass	1 gal	12.00	828.00
184	Lantana	4" pot	3.00	552.00
23	Prep and Plant		55.00	<u>1265.00</u>

Project Total **\$4,945.00**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Final Plat Approval of the Belden Street Montessori School Addition, being a Replat of the East 20' of Lot 46, together with a Portion of a 15' Alley of the Birge-Fairview Addition; Sherman Montessori Preschool, Inc., Owners; Christopher Rehmet, Chairman of the Board and President of the Board of Trustees; Mike Wilson, Representative; and Sartin and Associates, Inc., Surveyors (618 West Belden Street)

Issue

To consider Final Plat approval of the Belden Street Montessori School Addition, being a Replat of the east 20' of Lot 46, together with a portion of a 15' alley of the Birge-Fairview Addition

Background

The property is located at 618 West Belden Street, between Ricketts and Lockhart Streets. The owners would like to construct two additional classrooms for their preschool.

Origination

Sherman Montessori Preschool, Inc. (Owners); Christopher Rehmet, (Chairman of the Board and President of the Board of Trustees); Mike Wilson (Representative); and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the February 17, 2009 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



LEGEND

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



618 WEST BELDEN

ENGINEERING DEPARTMENT







BELDEN STREET MONTESSORI SCHOOL ADDITION

being 0.66 Acres

to the

CITY of SHERMAN, TEXAS



Owner & Developer
Sherman Montessori
Pre-school, Inc.
Sherman, Texas 75002

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
200 S. Travis, P.O. Box 2352 Sherman, Texas 75001-2352
Ph. (505) 897-3033 Fax (505) 898-7970

SHEET 1 OF 2
MONTESSORI

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

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

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

618 West Belden Street
Being a part of the J.B. McAnair Survey, Abstract No. 763 & the east 20' Lot 46 of Birge-Fairview Addition for a total of 0.661 acres
Final Plat

Requested Action/Proposed Use:

Approval of a final plat for a portion of J.B. McAnair Survey and Birge-Fairview Addition.

Background

This plat will combine several lots that house the Montessori School into one lot.

Adjacent Zoning:

R-1 (One Family Residential) District.

Origination:

Sherman Montessori Preschool, Inc. (Owners), Christopher Rehmet, (Chairman of the Board and President of the Board of Trustees), Mike Wilson (Representative) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Residential

Attachments:

Location map
Photographs
Final Plat
Staff Review

Prepared by:
Rita Gaither
Planning & Development Coordinator

Approved by:
Scott Shadden
Director of Developmental Services

STAFF REVIEW LETTER

February 2, 2009

Sherman Montessori Preschool, Inc.
Christopher Rehmet
618 W. Belden
Sherman, Texas 75092

Dear Applicants,

The request for approval of a Final Plat of the Belden Street Montessori School Addition concerning the property located at 618 West Belden Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 17, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Original tax certificates shall be furnished for the purpose of recording the plat.
2. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
3. 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 & 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Rita Gaither, Development Coordinator
Interim City Attorney
Mike Wilson, 4520 Texoma Parkway, Sherman, Texas 75090
Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75091
Scott Shadden, Director of Development Services
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

Replat Approval of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition; Totten Investments LTD, Owner; Anil Ram, Global Designs, Design Manager/Representative; and Underwood Drafting and Surveying, Inc., Surveyors (300 Block of Cornerstone Drive)

Issue

To consider Replat approval of Lots 7, 8, 9 and 10, Block 2 of the Cornerstone Addition

Background

The property is located on Cornerstone Drive, which is on the west side of U.S. Highway 75, between Lamberth Road and U.S. Highway 82. The applicant would like to replat the property into two lots for commercial development. Current plans are to construct an eighty-eight (88) room, four (4) story Candlewood Suites Hotel on one of the lots.

Origination

Totten Investments LTD (Owners), Anil Ram, Global Designs (Design Manager/Representative), and Underwood Drafting and Surveying, Inc. (Surveyors)

Board Recommendation

At the February 17, 2009 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



LEGEND

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



300 BLOCK OF CORNERSTONE DR.

ENGINEERING DEPARTMENT





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

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

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

300 Block of Cornerstone Drive
Being all of Lots 7, 8, 9, & 10, Block 2 of Cornerstone Addition.
Final Replat

Requested Action/Proposed Use:

Final Replat of Lots 7, 8, 9 & 10, Block 2 of the Cornerstone Addition.

Background

This is a replat reconfiguring four adjacent lots into two lots.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Totten Investments LTD (Owners), Anil Ram, Global Designs (Design Manager/Representative) and Underwood Drafting and Surveying, Inc. (Surveyors)

Master Plan Designation:

Retail/Commercial

Attachments:

Location map
Photographs
Plat
Staff Review

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

February 2, 2009

Totten Investments LTD
400 E. Lamar St.
Sherman, Texas 75090

Dear Applicants,

The request for approval of a Final Replat of Lots 7, 8, 9 & 10, Block 2 of the Cornerstone Addition concerning the property located in the 300 Block of Cornerstone Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 17, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to 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 and when service will be available. (City will acquire)
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Floodway/Floodplain shall be shown on the Replat.
4. Building lines shall be removed from the Replat.
5. A drainage plan shall be furnished to the City Engineer for review.
6. Water and sewer service layout plan shall be provided to the City Engineer for approval.
7. Any other changes made to the final 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 & 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Rita Gaither, Development Coordinator
Interim City Attorney
Global Designs, Anil Ram, 1001 Austrian Road, Grand Prairie, TX 75050-2805
Underwood Drafting & Surveying, 3404 Interurban Road, Denison, TX 75021
Scott Shadden, Director of Development Services
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.7

*** OTHER BUSINESS**

Replat Approval of Nathan Gray's Replat in Block "W" of the Alexander & Allen's Addition; Nathan Gray, Owner; and Helvey and Associates, Inc., Surveyors (303 West Houston Street)

Issue

To consider Replat approval of Nathan Gray's Replat in Block "W" of the Alexander & Allen's Addition

Background

The property is located at 303 West Houston Street, between Rusk and Crockett Streets in the Central Business District/Downtown Sherman. Mr. Gray would like to replat three lots into one lot for commercial development.

Origination

Nathan Gray (Owner) and Helvey and Associates Surveying, Inc. (Surveyors)

Board Recommendation

At the February 17, 2009 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

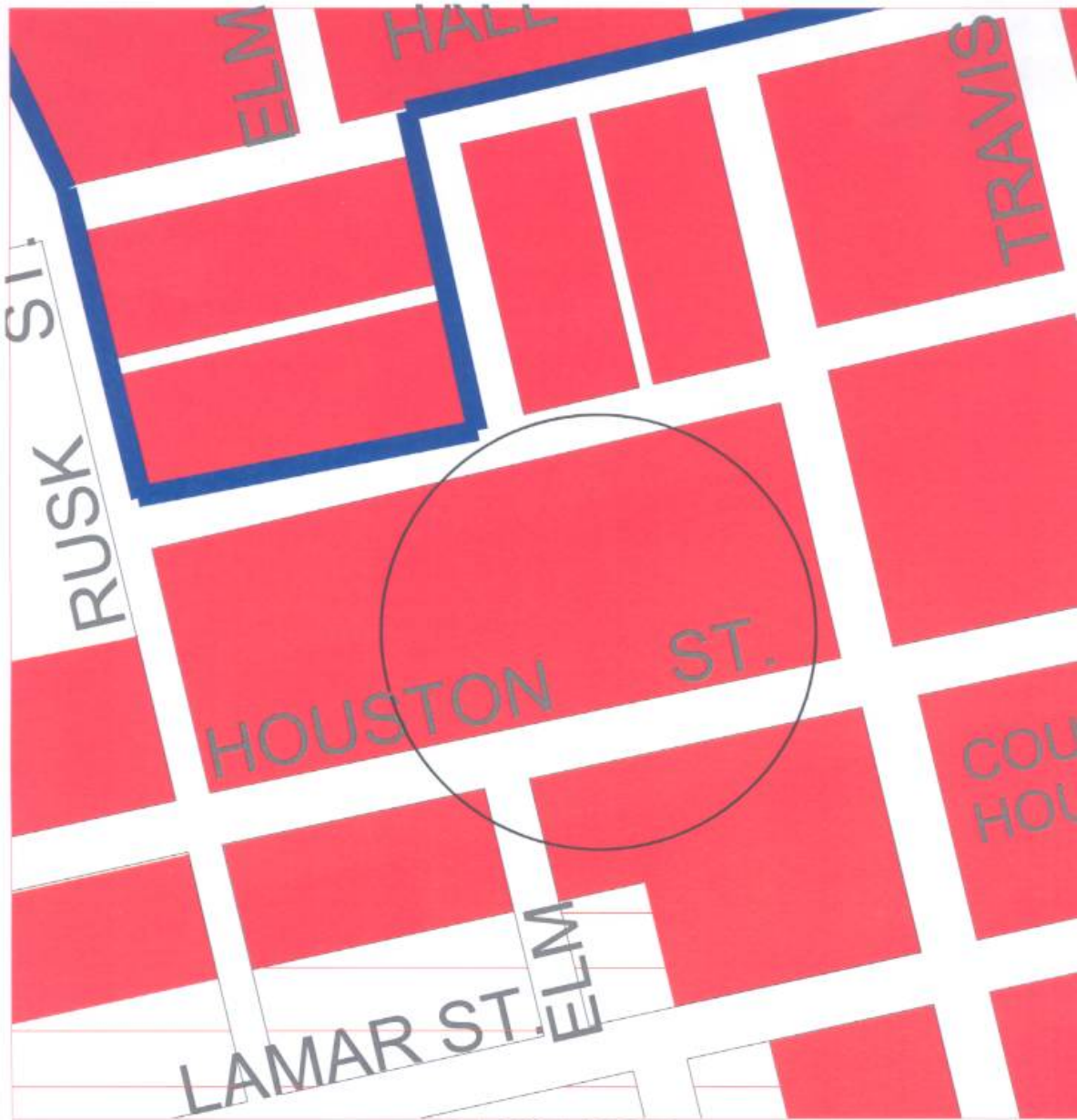
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



303 WEST HOUSTON STREET

ENGINEERING DEPARTMENT



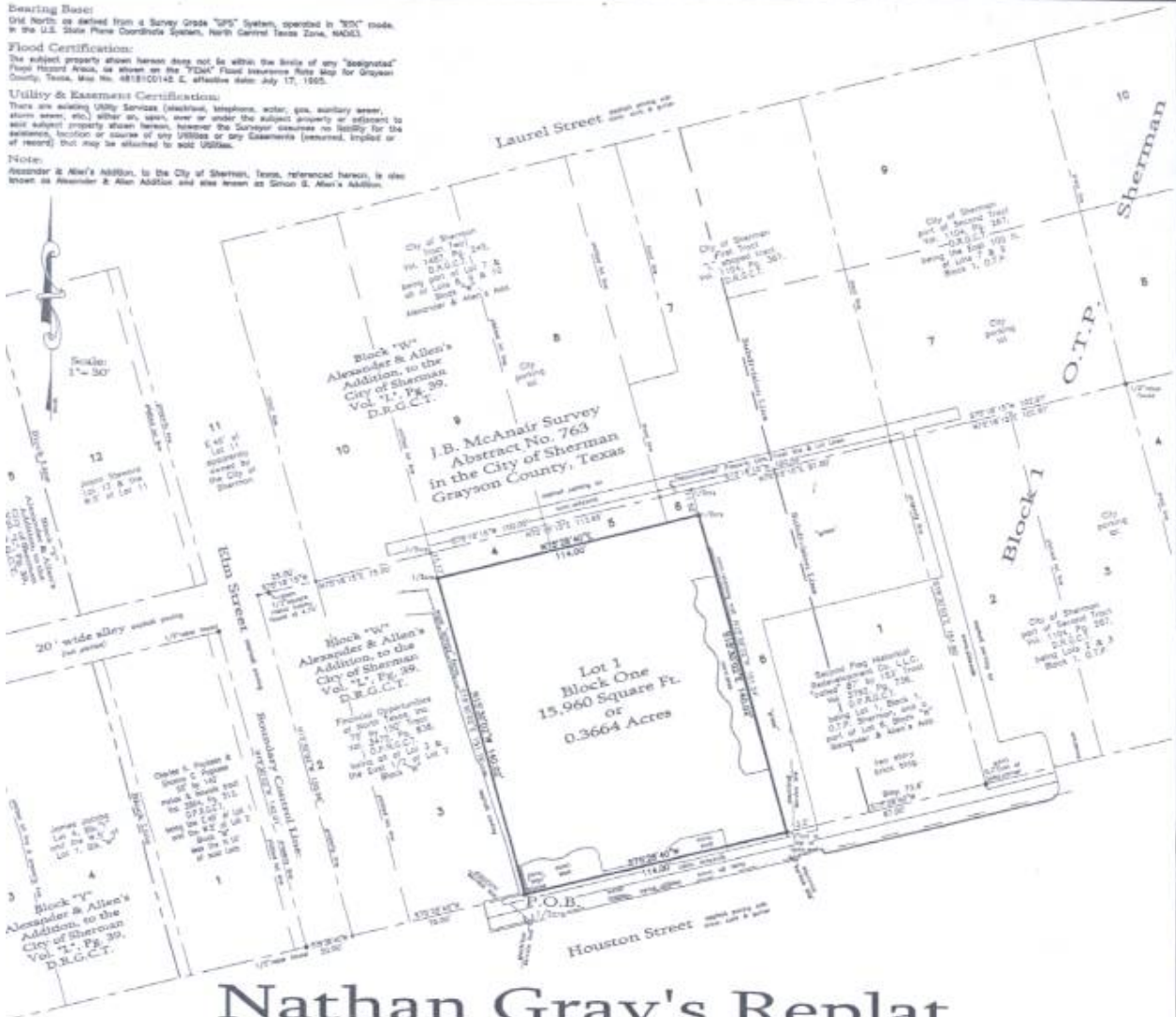


Bearing Basis:
Old North as defined from a Survey Grade "GPS" system, operated in "NAD83" mode,
in the U.S. State Plane Coordinate System, North Central Texas Zone, NAD83.

Flood Certification:
The subject property shown herein does not lie within the limits of any "designated"
Flood Hazard Area, as shown on the "FEMA" Flood Insurance Rate Map for Grayson
County, Texas, Map No. 4818100145 E, effective date: July 17, 1995.

Utility & Easement Certification:
There are existing Utility Services (sewer, telephone, water, gas, sanitary sewer,
storm sewer, etc.) either on, over or under the subject property or adjacent to
said subject property shown herein, however the Surveyor assumes no liability for the
existence, location or course of any Utilities or any Easements (assumed, implied or
of record) that may be attached to said Utilities.

Note:
Alexander & Allen's Addition, to the City of Sherman, Texas, referenced herein, is also
shown as Alexander & Allen Addition and also known as Simon & Allen's Addition.



Nathan Gray's Replat in Block "W" Alexander & Allen's Addition to the City of Sherman, Texas

being a replat of a part of Lots 4, 5 & 6, Block "W",
Alexander & Allen's Addition, to the City of Sherman, Texas
being 15,960 Square Ft. or 0.3664 Acres
in the J.B. McAnair Survey, Abstract No. 763,
in the City of Sherman, Grayson County, Texas

General Notes:
1. 1/2" = 1/2" note found
2. 1/2" = 1/2" note with "yes" photo exp. stamped RPLS 4408
3. "Yes" = "Yes" note with photo exp. stamped RPLS 4408
4. "Yes" = "Yes" note with photo exp. stamped RPLS 4408
5. "Yes" = "Yes" note with photo exp. stamped RPLS 4408
6. "Yes" = "Yes" note with photo exp. stamped RPLS 4408
7. The subject property is currently zoned Commercial.

Owner & Developer: Nathan A. Gray
122 S. Bryant Avenue
Sherman, Texas 75090
PH 903-893-0113

Ielvey And Associates Surveying, Inc.
222 W. Main St.
Denison, Texas 75020
PH 903-463-6191 FAX 903-463-4088

Plot: NR/LastIR2/Project/303-W-Houston-Sherman

page one of two

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

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

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

303 West Houston Street
Being Lots 4, 5 & 6, Block "W" of Alexander & Allen's Addition
Final Replat

Requested Action/Proposed Use:

Final Replat of Lots 4, 5 & 6, Block "W" of the Alexander & Allen's Addition.

Background

This replat will merge three lots into one lot.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

RWS Family Properties, LLC and HCT #1, LP (Owners) and Nathan Gray (Prospective Buyer)

Master Plan Designation:

Retail/Commercial

Attachments:

Location map
Photographs
Plat
Staff Review

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

February 2, 2009

RWS Family Properties, LLC
HCT #1, LP
5070 Mark IV Pkwy.
Ft. Worth, Texas 76106

Nathan Gray
122 S. Bryant
Sherman, Texas 75092

Dear Applicants,

The request for approval of a Final Replat of Nathan Gray's Replat in Block "W" Alexander & Allen's Addition concerning the property located at 303 West Houston Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 17, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Original tax certificates shall be furnished for the purpose of recording the plat.
2. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
3. Drive approaches and sidewalks shall conform to all TxDOT and City of Sherman standards. A TxDOT permit is required.
4. The remainder of Lots 4, 5, & 6 appear to be landlocked. Ownership shall be designated.
5. Previously submitted site plan requirements shall be met prior to issuance of Building Permit.
6. Remove all extra concrete and fence notations from the replat.
7. Any other changes made to the final 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 & 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager Scott Shadden, Director of Development Services
 Rita Gaither, Development Coordinator Danny Fuller, Fire Marshal
 Interim City Attorney Jeff Miller, Director of Public Works
 Helvey and Associates Surveying, Inc., 222 W. Main Street, Denison, TX 75020



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.8

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.9

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.10

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

a) Parks and Recreation Advisory Board (1)

Issue

Jennifer Thompson resigned from the Parks and Recreation Advisory Board on March 4, 2009. Trent Bass and John Murphy have completed applications for service on the Board. The appointment will be to fill an unexpired term to November 8, 2009.

Background

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination

The appointment originated with the City Clerk's Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is recommended that the City Council consider an appointment to the Parks and Recreation Advisory Board.

Alternatives

The City Council could choose not to appoint a new member.

Attachments

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

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jason Bethel	1	A 2/23/2009	2/23/2011	1	
Christopher Oestreich	4	U 4/8/2008	9/5/2009	1	
Shane Best	4	A 6/19/2007	6/19/2009	1	
Casey Peacock	1	U 4/8/2008	9/5/2009	1	
Margie Morris	4	A 11/8/2005 R 11/8/2007	11/8/2007 11/8/2009	1	
Jo Ann Osburn	1	A 9/5/2007	9/5/2009	1	
Vacant			11/8/2009		

NOTE:

Chair: Chris Oestreich
Vice Chair:

Term: February 2009

CITY STAFF: Kevin Winkler, Parks and Recreation Administrator
Revised 3/4/2009

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST**Parks and Recreation Advisory Board****Positions Vacant 1**

Applicant	Address	District	Qualifications
Trent Bass	7 Vancouver Place	1	Bass Investment Strategies
John Murphy	3301 N. FM 1417, Apt. 1122	1	Modern Exploration

COMMENTS:



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

Return completed application to:

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7394

RECEIVED
MAY 2008
In the
CITY CLERK'S
OFFICE

Name: Trent M Bass

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Parks & Recreation Board

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information

Home Address: 7 Vancouver Pl
Mailing Address: Same
Telephone: 903-892-0235 Fax: 903-487-2525
E-Mail: tbass@cableone.net
Sherman Resident for 9 years County: 9
Drivers License No.: 00487848
*Voter Registration No.: 1025333765 ✓

Occupational Information

Business Name: Bass Investment Strategies
Occupation: Investment Advisor
Address: PO Box 187 Sherman 75091
Telephone: 903-271-8454 Fax: 903-487-2525
E-Mail: tbass@cableone.net

Which Council District do you live in? (see attached map) D-1 ✓

Prior work experience: (please include dates)

Wachovia Securities 9-2001 - 8-2007
Raymond James 1-2000 - 9-2001
Edward Jones 7-1997 - 12-1999

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1991
Business College, Correspondence School, Adult Education, Other?

Name of College/University: Southwestern Oklahoma ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman Planning & Zoning 8-2001 8-2006
Sherman Kiwanis Club 2000 - current

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

To give back to the community. Good volunteers are always in high demand

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Parks and Recreation are an integral part of a community. Our parks should continue to upgrade to keep up with rising demand and community improvement.
- 2) Our parks should be a community anchor. Visitors will hopefully leave our community remembering the parks they visited. Ball fields, splash parks or picnic areas.
- 3) Maintenance of the parks we build could be partnered with different service clubs from High School clubs to adult clubs that would take the burden off city resources and promote giving back to the community.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

none

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

none

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature: _____

Date: 5-12-08

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

Return completed application to:

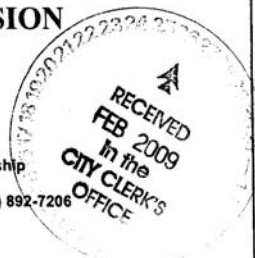
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name:

JOHN R MURPHY

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

PARK & REC BOARD

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information

Home Address: 3301 N FM 1417 #1122
Mailing Address: _____
Telephone: 9032717652 Fax: _____
E-Mail: JOHN.C.MODERNEXPLORATION.COM
Sherman Resident for 15 years County: _____
Drivers License No.: 10188150
*Voter Registration No.: 1005130736 ✓

Occupational Information

Business Name: MODERN EXPLORATION
Occupation: ACCOUNTING MGR
Address: 213 N TRAVIS SHERMAN
Telephone: 9038931129 Fax: 9038920655
E-Mail: _____

Which Council District do you live in? (see attached map)

Dist 1 ✓

Prior work experience: (please include dates)

FOR MODERN SINCE 1996

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1973

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: MERCY, SEDAN RAPIDS, IA ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

SHERMAN CITY COUNS. 1999-2001, VARIOUS BOARDS IN CITY PRIOR TO ELECTION

VARIOUS CATHOLIC ACTIVITIES - YOUTH SERVICE ACADEMY SINCE 2002.

PARTY FESTIVAL COMMITTEE SINCE 1990, CHRISTMAS PARADE SINCE 1990, LINE UP @

MUNIC BLDG

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I ADMIRE THE INVESTMENT OUR CITY HAS MADE IN OUR PARKS & WANT TO BE PART OF
THE BOARD THAT GUIDES CONTINUED GROWTH/IMPROVEMENTS

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) BALANCING THE MOST EFFECTIVE USE OF AVAIL FUNDS AGAINST
THE OTHER DEMANDS OF INFRASTRUCTURE.

BOARD NEEDS TO RECOG. & ADDRESS PROJECTS WHICH WILL GIVE

2) THE CITY THE MOST "BANG FOR IT'S BUCK"

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

PRIVATE SECTOR BUDGETING
PUBLIC

MY KIDS & I HAVE & ARE USING
OUR WONDERFUL PARKS

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

**I affirm that I am qualified to vote.*

Signature: [Signature]

Date: 2/19/09

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. D.11

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

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) In the Court of Appeals, Fifth District of Texas at Dallas No. 05-06-00420-CV; The City of Sherman, Texas and The Sherman City Council, Appellants v. James Wayne, Appellee
 - (b) Lucky Stop 10’s Request for Alcohol Permit
- Section 551.074 Personnel Matters:
- (a) Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee:
 - (i) City Attorney

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-16-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

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

09/07/09 - Labor Day / Called Council Meeting on 09/08/09