

CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 21, 2011
5:00 P.M.

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER JOE N. SMITH](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 7, 2011](#)

Public Hearing

B.1 [PUBLIC HEARING](#)

Conduct the First Public Hearing Concerning the Annexation of Approximately 23.065 Acres South of Dripping Springs Road and West of Cedar Park Village in the City of Sherman's Extra Territorial Jurisdiction

Close Public Hearing and Consider Adoption of Ordinances

B.2 [TABLED AT THE FEBRUARY 7, 2011 CITY COUNCIL MEETING:](#)
[ADOPTION OF ORDINANCE NO. 5682](#)

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of S.H. 289 in the City of Sherman; Fixing Penalties for Violation Thereof

B.3 [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. 5565](#)

Supporting Certain Amendments to Senate Bill 332 Regarding the Ownership of and Right to Produce Groundwater

C.2 [* RESOLUTION NO. 5566](#)

Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of a Police Vehicle with Equipment Meeting Current Standards for Patrol Use for the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

C.3 [* RESOLUTION NO. 5567](#)

Authorizing Execution of an Agreement with Kight Family, LP #1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 520 North Harrison Avenue

C.4 [* RESOLUTION NO. 5568](#)

Accepting the Contract with Dickerson Construction Co., Inc. as Complete for Construction of the Sherman Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street

C.5 [* RESOLUTION NO. 5569](#)

Authorizing Execution of a Development Agreement with Bluestone Partners, LLC for the Construction of Public Facilities in the New Haven Addition to the City of Sherman

C.6 [RESOLUTION NO. 5570](#)

Authorizing Execution of a Service and License Agreement with Icon Enterprises, Inc., d/b/a CivicPlus through Texas DIRICT Cooperative Contract #DIR-SDD-1636 for Creation of the City of Sherman's Website

Request to Advertise

D.1 [* REQUEST TO ADVERTISE](#)

Sherman Municipal Airport Terminal Mowing and Landscaping

Change Order

D.2 [* CHANGE ORDER NO. 1](#)

Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street; Dickerson Construction Co., Inc.; \$13,689.25 Increase

Other Business

D.3 [OTHER BUSINESS](#)

Receive Tourism Director April Patterson's Marketing Presentation on New Branding for the City, including Logo, Slogan, and Marketing Scheme

D.4 [OTHER BUSINESS](#)

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Todd Thompson and Vice President Frank Gadek

D.5 [OTHER BUSINESS](#)

Discuss and Consider Approval of the Sherman Economic Development Corporation Work Program 2010-2011

D.6 [OTHER BUSINESS](#)

Receive a City Annexation Presentation from Executive Director of Planning and Public Works Don Keene

D.7 [CITIZEN REQUESTS](#)

D.8 [MEDIA QUESTIONS](#)

D.9 [COUNCIL COMMENTS](#)

D.10 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

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: 2-21-2011

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: 2-21-2011

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: 2-21-2011

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 7, 2011

STATE OF TEXAS

§

February 7, 2011

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 February 7, 2011.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Magers called the meeting to order at 5:02 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 January 17, 2011. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5682 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF S.H. 289 IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5682
SPEED LIMITS
ON S.H. 289

No citizens appeared before the City Council to discuss Ordinance 5682.

Mayor Magers introduced Ordinance 5683 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 3031 AT SECTION 1, SUBSECTIONS (6) AND (7), TO ESTABLISH MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED IN A SCHOOL ZONE ON PORTIONS OF SOUTH BURDETTE AVENUE AND SOUTH ANDREWS AVENUE IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5683
SPEED LIMITS
IN SCHOOL ZONES

No citizens appeared before the City Council to discuss Ordinance 5683.

Mayor Magers introduced Ordinance 5684 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF SILVERADO TRAIL AND CANYON CREEK DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5684
STOP SIGN AT
SILVERADO TRAIL
& CANYON CREEK

No citizens appeared before the City Council to discuss Ordinance 5684.

Mayor Magers introduced Ordinance 5685 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE EAST AND WEST SIDES OF THE 1200 BLOCK OF NORTH LUCKETT STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR REPEALER. PROVIDING FOR SEVEABILITY.

ORD 5685
NO PARKING SIGNS
ON NORTH LUCKETT

No citizens appeared before the City Council to discuss Ordinance 5685.

Mayor Magers introduced Ordinance 5686 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 200 SOUTH CROCKETT STREET AND 207 WEST CHERRY STREET (GRAYSON COUNTY, OWNERS; WIGINTON, HOOKER, JEFFRY, P.C., ARCHITECTS; DONALD F. OLSON, REPRESENTATIVE; SARTIN AND ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5686
ZONE CHANGE FOR
GRAYSON COUNTY
JAIL

No citizens appeared before the City Council to discuss Ordinance 5686.

Mayor Magers introduced Ordinance 5687 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 438 WEST HOUSTON STREET, BEING 0.271 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (TEXOMA S&D PROPERTIES, OWNERS; KURT HIMMELREICH, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5687
SUP FOR
AUTO SALES
(438 W. HOUSTON)

Kurt Himmelreich, Representative, was available to answer any questions the Council Members might have.

No citizens appeared before the City Council to discuss Ordinance 5687.

Mayor Magers introduced Ordinance 5688 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1908 EAST LAMAR STREET, BEING LOT 1, BLOCK 1, EASTSIDE BUSINESS PARK (LAZY L. ENTERPRISES, OWNER; ROBERT BRANDS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5688
SUP FOR
AUTO SALES
(1908 E. LAMAR)

No citizens appeared before the City Council to discuss Ordinance 5688.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5682

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF S.H. 289 IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5682
SPEED LIMITS
ON S.H. 289
(TABLED)

Council Member Adami said he understood they had completed a speed check on a portion of S.H. 289 and he asked if they wanted to set the speed at 60 mph throughout the entire part that runs through Sherman.

Don Keene, Executive Director – Planning and Public Works, explained that the request is through both the City limits and includes about a third of a mile at the Hwy 289 and Hwy 82 intersection.

The request is due to a distance visibility issue and the fact that there are vehicles crossing lanes of traffic at the intersection. Because of this situation, the Texas Department of Transportation felt that it was safer to reduce the speed limit from 70 mph to 60 mph. The speed reduction is basically from Sherman's south City limits to the north City limits.

Council Member Adami said he drove the area recently, but it is sparsely populated and didn't seem necessary. Deputy Mayor Steele verified that the request originated with

TxDOT. George Olson, City Manager, added that the location is at the overpass.

Council Member Adami asked if caution signs and a temporary slowing down could be used instead of the speed reduction. He felt that the issue should be tabled until the Council had additional information.

Deputy Mayor Steele asked if it would be similar to the situation at Hwy 56, where Southmayd has dropped the speed from 70 mph to 55 mph and then it resumes back to 70 mph. Council Member Wacker added that Sherman's change would be for a much shorter stretch of highway.

Mayor Magers said the difference is that in Southmayd, Hwy 289 goes over Hwy 56 and vehicles are coming down a ramp and are not required to turn across a lane of traffic. In Sherman vehicles must turn across a left hand lane of traffic.

He explained that if a vehicle is traveling north on Hwy 289 and wants to turn west on Hwy 82, it must come over the hill, stop, and turn across the lane of traffic to make that corner. TxDOT wanted to slow the traffic down to 60 mph so everyone will be aware of the left turn. He added that the same thing is true at Hwy 82 and Hwy 289.

Council Member Adami asked if the speed change was the only thing that could be done or are there caution signs that could be used in lieu of the speed change.

Deputy Mayor Steele verified that TxDOT has completed a study on the situation and that they have sent a letter to the City of Sherman with this recommendation.

Mayor Magers asked what liability the City would have if TxDOT makes a recommendation and the City does something else. Brandon Shelby, City Attorney, said it would open the City up to scrutiny, but he didn't know if it opened them up to additional liability.

Mayor Magers said the City could look into alternatives that would be approved by TxDOT. Mr. Olson said the staff will discuss possible alternatives with TxDOT.

ACTION TAKEN.

Motion by Council Member Adami to table Ordinance No. 5682, until more information is obtained. Second by Deputy Mayor Steele.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

Ordinance 5683

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 3031 AT SECTION 1, SUBSECTIONS (6) AND (7), TO ESTABLISH MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED IN A SCHOOL ZONE ON PORTIONS OF SOUTH BURDETTE AVENUE AND SOUTH ANDREWS AVENUE IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5683

**SPEED LIMITS
IN SCHOOL ZONES**

Ordinance 5684

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF SILVERADO TRAIL AND CANYON CREEK DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5684

**STOP SIGN AT
SILVERADO TRAIL
& CANYON CREEK**

Ordinance 5685

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG THE EAST AND WEST SIDES OF THE 1200 BLOCK OF NORTH LUCKETT STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR REPEALER. PROVIDING FOR SEVEABILITY.

ORD 5685

**NO PARKING SIGNS
ON NORTH LUCKETT**

Ordinance 5686

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 200 SOUTH CROCKETT STREET AND 207 WEST CHERRY STREET (GRAYSON COUNTY, OWNERS; WIGINTON, HOOKER, JEFFRY, P.C., ARCHITECTS; DONALD F. OLSON, REPRESENTATIVE; SARTIN AND ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5686

**ZONE CHANGE FOR
GRAYSON COUNTY
JAIL**

Ordinance 5687

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 438 WEST HOUSTON STREET, BEING 0.271 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (TEXOMA S&D PROPERTIES, OWNERS; KURT HIMMELREICH, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5687

**SUP FOR
AUTO SALES
(438 W. HOUSTON)**

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance Nos. 5683, 5684, 5685, 5686, and 5687, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

Mayor Magers recused himself from the discussion and vote on Ordinance 5688. Deputy Mayor Steele took the gavel.

Ordinance 5688

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1908 EAST LAMAR STREET, BEING LOT 1, BLOCK 1, EASTSIDE BUSINESS PARK (LAZY L. ENTERPRISES, OWNER; ROBERT BRANDS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5688
SUP FOR
AUTO SALES
(1908 E. LAMAR)

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 5688, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

ABSTAIN: Magers.

MOTION CARRIED.

Deputy Mayor Steele returned the gavel to Mayor Magers.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Magers removed Item C-4 entitled "Resolution 5564 – Authorizing the Purchase of Mobile Computer Aided Dispatch (CAD) Software Licenses, Rugged Laptops, and Services for the Sherman Fire Department" from the Consent Agenda for consideration in its regular order of business.

CONSENT AGENDA

Council Member Wacker moved to approve the Consent Agenda, with the exception of Item C-4, which will be considered in its regular order of business. Second by Council Member Softly. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5561 – AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH GRAYSON COUNTY FOR FY 2007 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") FUNDS DISTRIBUTED BY THE U.S. DEPARTMENT OF JUSTICE

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

RES 5561
JAG GRANT

MEMORANDUM OF UNDERSTANDING WITH GRAYSON COUNTY FOR FY 2007 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") FUNDS DISTRIBUTED BY THE U.S. DEPARTMENT OF JUSTICE.

Mayor Magers confirmed that the grant is not costing the Sherman taxpayers any money.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5561, as presented. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5562 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE 2011 LIFT STATION STUDY AND DESIGN PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE 2011 LIFT STATION STUDY AND DESIGN PROJECT.

CONSENT AGENDA.

RES 5562
LIFT STATION
STUDY & DESIGN
PROJECT

RESOLUTION NO. 5563 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH STEEPLE CHASE FARMS SUMMIT, LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE ESTATES OF PEBBLEBROOK, PHASE I ADDITION TO THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH STEEPLE CHASE FARMS SUMMIT, LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE ESTATES OF PEBBLEBROOK, PHASE 1 ADDITION TO THE CITY OF SHERMAN.

CONSENT AGENDA.

RES 5563
DEVELOPMENT
AGREEMENT
(PEBBLEBROOK,
PHASE 1 ADDITION)

RESOLUTION NO. 5564 – AUTHORIZING THE PURCHASE OF MOBILE COMPUTER AIDED DISPATCH (CAD) SOFTWARE LICENSES, RUGGED LAPTOPS, AND SERVICES FOR THE SHERMAN FIRE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF MOBILE COMPUTER AIDED DISPATCH (CAD) SOFTWARE LICENSES, RUGGED LAPTOPS, AND SERVICES FOR THE SHERMAN FIRE DEPARTMENT.

RES 5564
CAD SYSTEMS
FOR FIRE DEPT.

Mayor Magers removed Item C-4 from the Consent Agenda for discussion in its regular order of business.

Robby Hefton, Assistant City Manager/CFO, said several departments have been working together on a project that started out to improve the ambulance billing and collection system. Initially the staff was trying to do a better job of collecting ambulance revenues and needed better reporting

and response from the company contracted to provide the service.

While the staff looked at alternatives for the billing, they recognized that billing is connected with patient records and with the CAD system and all the pieces are tied together.

After months of work by Mary Lawrence, Controller; Kay Thomas, Systems Manager; Jeff Jones, Fire Chief; and others, they have come up with a recommendation that, on a conservative basis will save \$50,000 a year, and could save up to \$80,000 or \$90,000 a year for the City. The recommendation will also improve the collection system, provide better data, and will provide for a more efficient and effective patient management.

Chief Jones presented the medical side of the project, adding that two projects were underway that they felt would improve their efficiency and maximize their resources.

The staff is currently in the process of changing EMS patient reporting and billing providers. With the new system, the City of Sherman will own the hardware which will give them more control and allow them to customize the reports and billing statements, and provide a better service to the customers.

There will be some costs associated with the change during the first year, however they are expecting savings of \$80,000 during the second year. Mayor Mages asked if the savings were from better collections or from lower administrative costs.

Chief Jones said the City currently pays about 10.5% of collections to the vendor for patient billing and patient records retention. Moving those to a different provider, doing some of the program in-house, and the City owning the equipment will result in the City's cost savings.

Mayor Mages asked if additional staff would need to be added for the program. Mr. Hefton said the initial plan is not to add staff because they feel that the existing staff can handle it. If staff is needed, he felt it would only require part-time staff, which would lower the savings to \$50,000 annually. If they don't need to hire staff, the savings would be in the \$80,000 to \$90,000 range.

Chief Jones said both systems will be on line by April 1, 2011, but a duplicate will be run for the first month. The City will be on the new system only starting May 1, 2011.

Chief Jones said the second project is adding mobile data terminals to the fire apparatus. This system will tie in with the existing Police CAD system and will integrate with the occupancy information, which identifies critical resources and special needs occupancies while in route to the call.

In January 2011 the City Council accepted the grant award that funded this project. The current agenda item is to approve the expenditure to purchase the hardware and software. The project is expected to be completed and online by May 1, 2011.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5564, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE PRESENTATION FROM ENGINEERING AND PUBLIC WORKS DIRECTOR MARK GIBSON ON A DRAFT WATER MANAGEMENT STRATEGY FOR THE CITY OF SHERMAN

**DRAFT WATER
MANAGEMENT
STRATEGY**

Mark Gibson, Director of Engineering and Public Works, presented the Draft Water Management Plan for the City of Sherman. Besides Mr. Gibson, staff working on the plan included Mr. Hefton; Mr. Olson; Mr. Keene; Scott Shadden, Director of Development Services; and Jerry Chapman, Greater Texoma Utility Authority General Manager.

The major parts of the plan include available water resources, the current water demand, future water available, limiting factors, policy guidelines, and contracts.

Currently the City has approximately 49 mgd of water available including 10 mgd from ground water, 35 mgd from surface water, and 4 mgd from the Wastewater Treatment Plant effluent. The existing water demands are 5 mgd in ground water, 5 mgd in treated surface water, a contract for 5 mgd of raw water to start next year for Panda Energy, and 10 to 20 mgd of raw water for the North Texas Municipal Water District (NTMWD).

Mr. Gibson said the City's contract customers are the Marilee Special Utility District, the City of Knollwood, and the NTMWD. There is also an emergency supply contract with Pink Hill and Starr Water Supply Corporations.

Of Sherman's available water, approximately 70% is surface water, about 20% is ground water, and about 10% is Wastewater Treatment effluent. Sherman also sells NTMWD additional surface water that is available. Another 5 mgd is reserved for future growth, which leaves about 4 mgd excess at the present time.

Mayor Magers added that if Panda Energy does not come on line, that would free up another 5 mgd of water. Mr. Gibson added that NTMWD's current contract runs through 2015. Mayor Magers said the City could have up to 16 mgd available, from the 7 mgd extra to NTMWD, 5 mgd from

Panda, and the excess 4 mgd, if someone wanted to pay market for the water. Council Member Adami added that there would also be 4 mgd of effluent available.

Mr. Gibson also discussed limiting factors for the available water, such as the pipeline capacity, the Treatment Plant capacity, and the well capacity. There is also discussion about the way ground water is used.

He discussed policy guidelines that need to be addressed in the Water Management Plan and said the policy should be reviewed every two years or as needed. It should also establish criteria for infrastructure improvements, with planning beginning when the Water Treatment Plant is at 75% capacity and construction beginning when the Plant is at 90% capacity. Mr. Gibson recommended reserving ground water for City of Sherman use only.

He outlined items that need to be included in contracts for water usage, including escalators, terms, and flexibility, and said they should be used to protect the City's interest. Mr. Gibson said the Plan should also be designed on the premise that it is a "sellers" market.

Mayor Magers verified that an industry would be considered a large water user if they used 700,000 gd. Mr. Gibson said today, the City could sell 11 mgd of raw surface water, 2.5 mgd of treated surface water, and 4 mgd of effluent. The NTMWD contract expires in 2015.

He added that the present Plan is a draft and the staff will bring back their proposal as a formal Plan with any suggestions that the City Council would like to make.

Mayor Magers said selling water is a "tool" for the City. He asked Mr. Chapman if he felt that when the NTMWD contract expires, they will still need water. Mr. Chapman felt the inter basin transfer might be of value to them.

Mayor Magers said effluent is an asset and it is very close to the Blalock Industrial District. He expressed concern about how the Legislature would handle the future distribution of ground water.

Mr. Olson said the staff would continue to work on the policies and guidelines and a Plan would be brought back for the Council's consideration at a later date.

APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING DECEMBER 31, 2010

The City Council approved the Quarterly Investment Report for the period ending December 31, 2010. As of December 31, 2010, both the Operating Portfolio and the Debt Proceeds Portfolio were in compliance with applicable State laws and the City's Investment Policy.

**QUARTERLY
INVESTMENT
REPORTS**

The Operating Portfolio had a book value of about \$18.8 million, down about \$1 million from three months ago due to seasonally slow property tax collections during the period. This portfolio is appropriately liquid and its weighted-average maturity decreased to about 184 days, down from 192 days last period, because of investment purchases during the quarter.

The portfolio yield of 0.69% for the quarter is higher than the benchmark yield of 0.23%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance decreased about \$0.8 million due to payments made for construction projects during the period. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.18% for the quarter is slightly lower than the benchmark yield of 0.23%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.
CONSENT AGENDA.

CONSIDER SCHEDULING THE CITY COUNCIL'S SECOND LONG-TERM PLANNING MEETING FOR WEDNESDAY, FEBRUARY 23, 2011

Council Members discussed possible dates for the Second Long-Term Planning Meeting.

ACTION TAKEN.

Motion by Council Member Wacker to schedule the City Council's Second Long-Term Planning Meeting for Thursday, March 3, 2011 at 12 noon. Second by Deputy Mayor Steele.

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

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF GRAYSON COUNTY JUSTICE CENTER, A REPLAT OF BLOCK 6 AND PART OF BLOCK 9 OF ORIGINAL TOWN PLAT, TOGETHER WITH THAT PORTION OF JONES STREET LYING BETWEEN SAID BLOCK 6 AND 9; GRAYSON COUNTY, OWNERS; WIGINTON, HOOKER, JEFFRY, P.C., ARCHITECTS; DONALD F. OLSON, REPRESENTATIVE; SARTIN AND ASSOCIATES, INC., SURVEYORS (200 SOUTH CROCKETT AND 207 WEST CHERRY STREETS)

The City Council approved the Replat of Grayson County Justice Center, a Replat of Block 6 and part of Block 9 of the Original Town Plat, together with that portion of Jones Street lying between Blocks 6 and 9 located at 200 South Crockett and 207 West Cherry Streets.

Grayson County, the owners, would like to Replat the property into one lot to expand the Grayson County

**SCHEDULE SECOND
LONG-TERM
PLANNING MEETING**

**APPROVE REPLAT
GRAYSON COUNTY
JUSTICE CENTER**

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

FINAL PLAT APPROVAL OF DR. SWAMY ADDITION, PHASE 1, LOTS 1-9, BLOCK A; BEING 16.084 ACRES IN THE WILLIAM MILLIGAN SURVEY, ABSTRACT NO. 875 AND THE DAVID HARRISON SURVEY, ABSTRACT NO. 587; ONE GANESHA, LTD, OWNERS; WINKELMANN & ASSOCIATES, INC., ENGINEERS/SURVEYORS (6000-6100 BLOCKS OF U.S. HIGHWAY 75 NORTH AND 1500-1600 BLOCKS OF F.M. 691 EAST)

The City Council approved the Final Plat of Dr. Swamy Addition, Phase 1, Lots 1 through 9, Block A, located in the 6000 to 6100 blocks of U.S. Highway 75 North and the 1500 to 1600 blocks of F.M. 691 East.

One Ganesha, LTD, the owners, would like to plat the property into nine lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

SITE PLAN APPROVAL FOR FISHER CONTROLS UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) FOR A SMOKER'S SHELTER AND AWNING, AND AN EXCEPTION TO ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) TO ALLOW PAINTED "R" TYPE PANELS ON A SMOKER'S SHELTER AND AWNING IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 4725 U.S. HIGHWAY 75 SOUTH

The City Council approved the Site Plan for a smoker's shelter and awning and an Exception to allow painted "R" type panels on a smoker's shelter and awning in lieu of the permitted building facing and construction materials in the Blalock Industrial Park.

The request was made by Fisher Controls and concerns property located at 4725 U.S. Highway South, being 33 acres in the Sherod Dunman Survey, Abstract No. 329. The Planning and Zoning Commission approved the Site Plan and the Exception and forwarded it to the City Council for their consideration.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizens' requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

WEATHER

Council Member Howeth said she was glad to be out of the house after the bad weather.

APPROVE FINAL PLAT
DR. SWAMY ADDITION

APPROVE SITE PLAN
FISHER CONTROL'S
SMOKER'S SHELTER

CITIZENS REQUESTS

MEDIA QUESTIONS

WEATHER

JOHN GRISHAM NOVEL

Mayor Magers read a passage from John Grisham's new novel "The Confession." The author mentions Sherman, Texas and a location on Highway 82 West "outside of Sherman." He said the City is mentioned on page 198 in the book.

**JOHN GRISHAM
NOVEL**

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.

EXECUTIVE SESSION

SECTION 551.071 CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION:
RECEIVE THE CITY ATTORNEY'S
BRIEFING ON PENDING
LITIGATION

SECTION 551.074 PERSONNEL MATTERS
CONSIDER THE QUALIFICATION,
APPOINTMENT AND REMOVAL
OF MEMBERS TO BOARDS AND
COMMISSIONS:
HISTORICAL PRESERVATION
BOARD (1)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:45 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:59 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

CONSIDERATION OF SETTLEMENT DISCUSSED IN EXECUTIVE SESSION

ACTION TAKEN.

Motion by Council Member Smith to approve the settlement in the Charles E. Anderson, et.al. v. City of Sherman, et.al., Cause No. 4:10-cv-206 lawsuit. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

**CONSIDERATION OF
SETTLEMENT**

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS:

HISTORICAL PRESERVATION BOARD (1)

ACTION TAKEN.

Motion by Council Member Smith to reappoint Wally Black, to the Historical Preservation Board for a term from February 18, 2011 to February 18, 2015. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

**HISTORICAL
PRESERVATION
BOARD**

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:03 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Efficiency

- Two major projects will improve service to our customers and maximize the use of available resources
 - Electronic Patient Care Records (ePCR)
 - Mobile Data Terminals / Computer Aided Dispatch

Electronic Patient Care Reporting

- Patient Records and Billing
 - New ePCR Vendor
 - New Medical Billing Support
- Sherman will own hardware
- Annual Savings
- Improved Customer Service and Response



Mobile Data Terminals

- Direct Interface with 911 / Computer Aided Dispatch System
- Interface with Pre-Incident Plans / Occupancy Information
 - Critical Infrastructure
 - Special Needs Populations
 - Mapping

Mobile Data Terminals

- Funding
Assistance to Firefighter
Grant

Project completion date
May 1, 2011



City of Sherman Draft Water Plan

- ❖ Available Water Resources
- ❖ Current Water Demands/ Obligations
- ❖ Future Water Available
- ❖ Limiting Factors
- ❖ Policy Guidelines
- ❖ Contracts

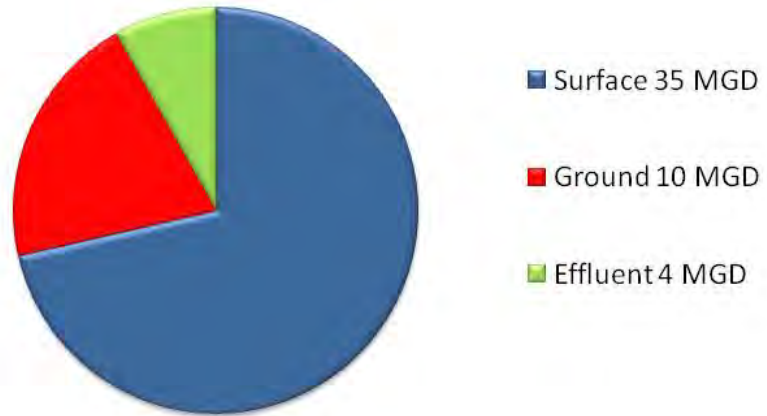
Existing Water Sources

Groundwater	10 MGD
Surface Water	35 MGD
WWTP Effluent	4 MGD

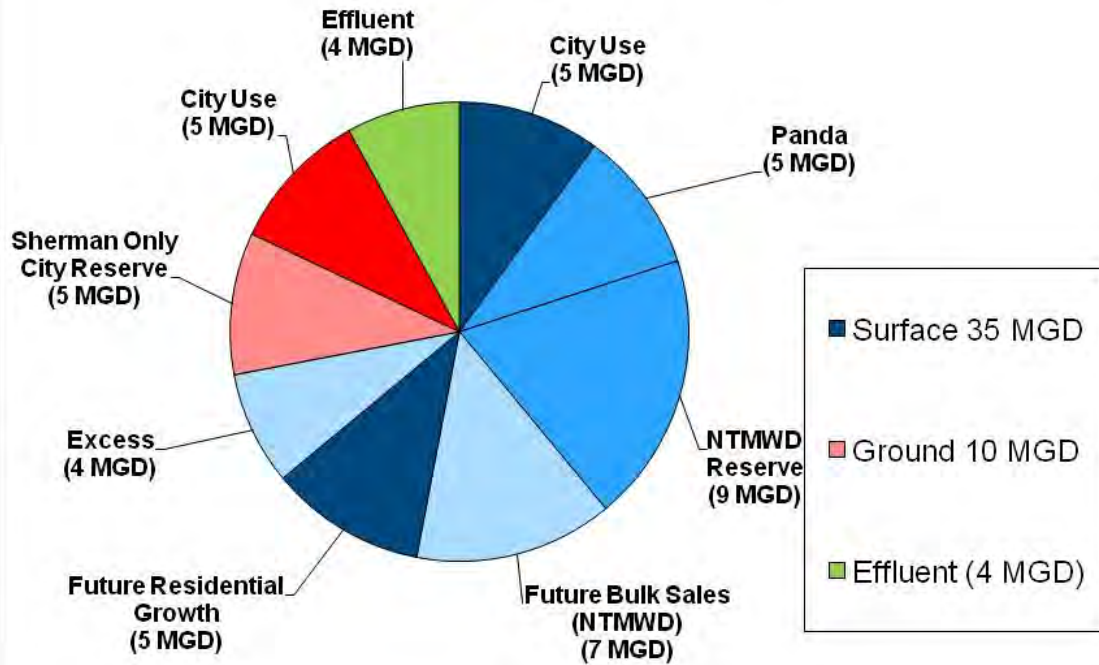
Existing Water Demands

Groundwater	5 MGD
Surface Water (Treated)	5 MGD
(Raw)	5 MGD Panda
(Raw)	10-20 MGD NTMWD
Contract Customers-	Marilee SUD Knollwood NTMWD
Emergency Supply –	Pink Hill, Starr

Available Water - 49 MGD



Available Water - 49 MGD



Limiting Factors

Pipeline Capacity from Lake	25 MGD
-----------------------------	--------

Treatment Plant Capacity	10 MGD
--------------------------	--------

Well Capacity *	10 MGD
-----------------	--------

- Cannot Exceed 10 MGD without Aquifer Damage
- Future Legislation re Groundwater
- Supply City during Surface Water Outage
- South & East City Development

Policy Guidelines

Establish Rate Structure Specific to Each Type of Water

Establish Basic Criteria for all Contracts

Prioritize Surface Water (Raw or Treated) and WWTP Effluent

Establish Reserve Policy for Future Growth
(Always maintain supply for future City growth)

Review Policy Bi-Annually or As Needed

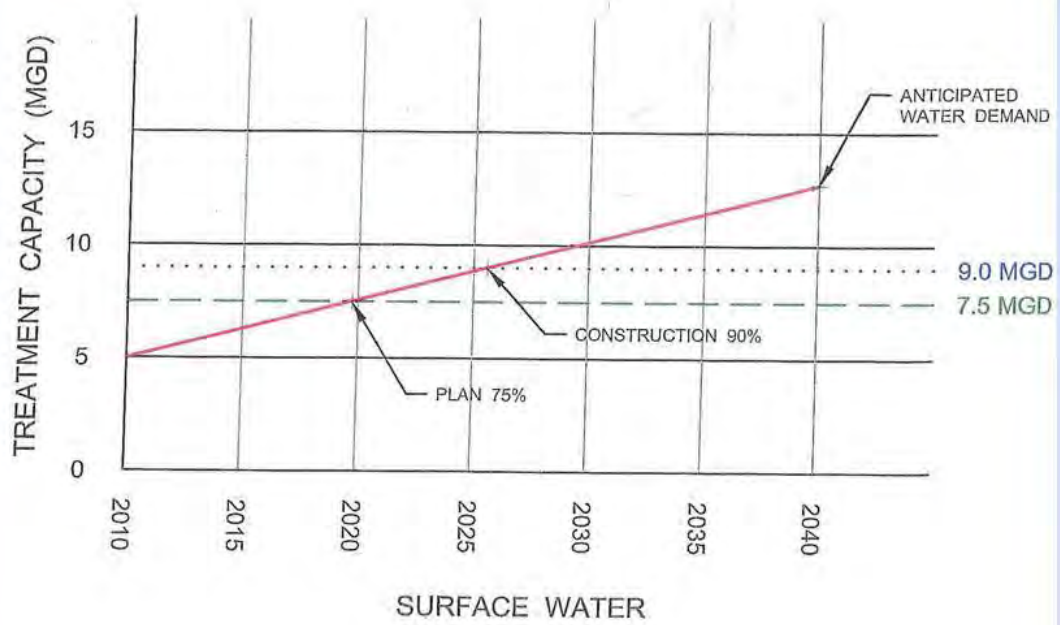
Recognizes City as Future Water Supplier per State Water Plan
(Treatment and Distribution of other Supplier Water)

Establish Criteria for Infrastructure Improvements

Planning @ 75% Available Capacity

Construction @ 90% Available Capacity

Reserve Groundwater for City of Sherman Use Only



Contracts

City Negotiated with leads generated by SEDCO - industrial/commercial and GTUA - municipal

Escalators

Term should be structured to protect City's interest

Flexibility – Raw Water vs. Effluent

(Effluent increase with increased water use)

Realistic Pricing (quality, location, transportation, terms)

Pass Through Regulations

(Drought Contingency Plan, Water Conservation Plan, etc)

Work on the Premise of a "Sellers" market

WATER AVAILIABLE FOR SALE (MGD)

	<u>Surface</u>		<u>Ground</u>	<u>Effluent</u>
	Raw	Treated		
2011	11	2.5	TBD	4
2015	20	2.5	TBD	4+

Assumptions

Supply Product 24/7

Expansion of Facilities will Allow Increased

Sales per Appropriate Category

Future City Needs to be Met primarily from Surface Water

No New Regulations

City to be water supplier per Region C Water Plan



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. B.1

PUBLIC HEARING

**Conduct the First Public Hearing Concerning the Annexation of Approximately
23.065 Acres South of Dripping Springs Road and West of Cedar Park Village
in the City of Sherman's Extra Territorial Jurisdiction**

Issue

To conduct the first public hearing concerning the annexation of approximately 23.065 acres south of Dripping Springs Road and west of Cedar Park Village in the City's extra territorial jurisdiction (ETJ), in accordance with State law and the City Charter

Background

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its January 17th meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing and subsequent public hearings for the March 7th regular Council meeting and the March 28th called Council meeting.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. The incremental cost of annexing this property is negligible.

Staff Recommendation

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan
Survey with Field Notes and Sketch
Aerial
Municipal Service Plan

Prepared by:
Mark Gibson, Engineering & Public Works Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

Approximately 23.065 Acres South of Dripping Springs Road and West of Cedar Park Village

Friday, January 21, 2011.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Tuesday, February 8, 2011.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, February 18, 2011.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, February 21, 2011.....	City Council's 1 st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Tuesday, February 22, 2011.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, March 4, 2011.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, March 7, 2011.....	City Council's 2 nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, March 24, 2011.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, March 28, 2011.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Special Called Council Meeting)

* If more than twenty adults who are residents of the area to be annex protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.

VICE PRESIDENT
KENNETH N. RUSSELL, R. P. L. S.



Boundary Surveys - Topographic Surveys - Sub-Divisions
Residential - Commercial - Oil Well Site Locations
Construction Staking

PRESIDENT
BILLY F. HELVEY, R. P. L. S.

Helvey And Associates Surveying, Inc.

222 WEST MAIN STREET, DENISON, TEXAS 75020 PHONE (903)463-6191 FAX (903)463-4088

21.519 Acres for Annexation into the City of Sherman

SITUATED in the County of Grayson, State of Texas, and being a part of the John Hendrix Survey, Abstract No. 503, and being a part of the S. M. McGlothlin Survey, Abstract No. 811, and being a part of the property conveyed to William Charles Richardson and Dorris Lee Richardson McManamy, Trustees of the Richardson Family Trust by Charles Allen Richardson and Gene Marie Davis Richardson by Warranty Deed dated August 10, 1993 and recorded in Volume 2296, Page 767, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the West line of the 5.507 ac. tract of land conveyed to Fernando Meraz and Angela Meraz in Volume 4768, Page 285, Official Public Records, Grayson County, Texas, at the Northeast corner of the herein described tract, being South 88 deg. 43 min. 32 sec. East, 956.09 ft. and South 00 deg. 42 min. 06 sec. West, 40.00 ft. from a 1/2 inch rebar found in the pavement of Dripping Springs Road, a public road, at the Northwest corner of said Richardson Family Trust property;

THENCE South 00 deg. 42 min. 06 sec. West, with the West line of said Meraz 5.507 ac., over and across said Richardson Family Trust property, a distance of 1,102.54 ft. to a 1/2 inch rebar found in the North line of Lot 5, Block 3, Cedar Park Village to the City of Sherman, Texas, as per plat of record in Volume 14, Pages 10 and 11, Plat Records, Grayson County, Texas, in a South line of said Richardson Family Trust property, at the Southwest corner of said Meraz 5.507 ac. and the Southeast corner of the herein described tract;

THENCE North 88 deg. 53 min. 17 sec. West, with the North line of said Lot 5 and a South line of said Richardson Family Trust property, a distance of 802.47 ft. to a 1/2 inch rebar found at a fence corner at the Southeast corner of the 3.000 ac. tract of land conveyed to Patsy Jo Revill in Volume 2594, Page 699, said Official Public Records, at the most Southerly Southwest corner of the herein described tract;

THENCE North 00 deg. 35 min. 18 sec. East, with the general course of a wire fence maintaining the East line of said Revill 3.000 ac. and a West line of said Richardson Family Trust property, a distance of 710.82 ft. to a 1/2 inch rebar found at a fence corner at the Northeast corner of said Revill 3.000 ac., at an Ell corner of both said Richardson Family Trust property and the herein described tract;

THENCE South 89 deg. 41 min. 54 sec. West, with the general course of a wire fence maintaining the North line of said Revill 3.000 ac. and a South line of said Richardson Family Trust property, a distance of 141.35 ft. to a point at the most Westerly Southwest corner of the herein described tract;

THENCE North 04 deg. 31 min. 08 sec. East, 40 ft. East of and parallel with a West line of said Richardson Family Trust property, over and across said Richardson Family Trust property, a distance of 398.53 ft. to a point at the Northwest corner of the herein described tract;

THENCE South 88 deg. 43 min. 31 sec. East, 40 ft. South of and parallel with the South line of said Richardson Family Trust property, continuing over and across said Richardson Family Trust property, a distance of 918.70 ft. to the **PLACE OF BEGINNING** and containing **21.519 ACRES** of land.

VICE PRESIDENT
KENNETH N. RUSSELL, R. P. L. S.

PRESIDENT
BILLY F. HELVEY, R. P. L. S.



Boundary Surveys - Topographic Surveys - Sub-Divisions
Residential - Commercial - Oil Well Site Locations
Construction Staking

Helvey And Associates Surveying, Inc.

222 WEST MAIN STREET, DENISON, TEXAS 75020 PHONE (903)463-6191 FAX (903)463-4088

1.246 Acres – 40 ft. R.O.W. Dedication

SITUATED in the County of Grayson, State of Texas, and being a part of the John Hendrix Survey, Abstract No. 503, and being a part of the property conveyed to William Charles Richardson and Dorris Lee Richardson McManamy, Trustees of the Richardson Family Trust by Charles Allen Richardson and Gene Marie Davis Richardson by Warranty Deed dated August 10, 1993 and recorded in Volume 2296, Page 767, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the pavement of Dripping Springs Road, a public road, at the Northwest corner of both said Richardson Family Trust property and the herein described tract;

THENCE South 88 deg. 43 min. 31 sec. East, with the pavement of said Dripping Springs Road for several ft. and then leaving said pavement and continuing with the South line of said road, and with the North line of said Richardson Family Trust property, a distance of 956.09 ft. to a 1/2 inch rebar found at the Northwest corner of the 5.507 ac. tract of land conveyed to Fernando Meraz and Angela Meraz in Volume 4768, Page 285, Official Public Records, Grayson County, Texas, at the Northeast corner of the herein described tract;

THENCE South 00 deg. 42 min. 06 sec. West, with the West line of said Meraz 5.507 ac., over and across said Richardson Family Trust property, a distance of 40.00 ft. to a point at the most Easterly Southeast corner of the herein described tract;

THENCE North 88 deg. 43 min. 31 sec. West, 40 ft. South of and parallel with the North line of said Richardson Family Trust property, over and across said Richardson Family Trust property, a distance of 918.70 ft. to an Ell corner of the herein described tract;

THENCE South 04 deg. 31 min. 08 sec. West, 40 ft. East of and parallel with a West line of said Richardson Family Trust property, continuing over and across said Richardson Family Trust property, a distance of 398.53 ft. to a point in a North line of the 3.000 ac. tract of land conveyed to Patsy Jo Revill in Volume 2594, Page 699, said Official Public Records, in a South line of said Richardson Family Trust property, at the most Southerly Southeast corner of the herein described tract;

THENCE South 89 deg. 41 min. 54 sec. West, with the general course of a wire fence maintaining the North line of said Revill 3.000 ac. and a South line of said Richardson Family Trust property, a distance of 40.14 ft. to a 1/2 inch rebar found in the East line of said Dripping Springs Road, at the Northwest corner of said Revill 3.000 ac., at the Southwest corner of both said Richardson Family Trust property and the herein described tract;

THENCE North 04 deg. 31 min. 08 sec. East, with the East line of said Dripping Springs Road and a West line of said Richardson Family Trust property, a distance of 439.70 ft. to the **PLACE OF BEGINNING** and containing **1.246 ACRES** of land.

VICE PRESIDENT
KENNETH N. RUSSELL, R. P. L. S.

PRESIDENT
BILLY F. HELVEY, R. P. L. S.



Boundary Surveys - Topographic Surveys - Sub-Divisions
Residential - Commercial - Oil Well Site Locations
Construction Staking

Helvey And Associates Surveying, Inc.

222 WEST MAIN STREET, DENISON, TEXAS 75020 PHONE (903)463-6191 FAX (903)463-4088

0.300 Acres – 10 ft. Waterline Easement

SITUATED in the County of Grayson, State of Texas, and being a part of the John Hendrix Survey, Abstract No. 503, and being an easement over and across a part of the property conveyed to William Charles Richardson and Dorris Lee Richardson McManamy, Trustees of the Richardson Family Trust by Charles Allen Richardson and Gene Marie Davis Richardson by Warranty Deed dated August 10, 1993 and recorded in Volume 2296, Page 767, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the West line of the 5.507 ac. tract of land conveyed to Fernando Meraz and Angela Meraz in Volume 4768, Page 285, Official Public Records, Grayson County, Texas, at the Northeast corner of the herein described easement, being South 88 deg. 43 min. 32 sec. East, 956.09 ft. and South 00 deg. 42 min. 06 sec. West, 40.00 ft. from a 1/2 inch rebar found in the pavement of Dripping Springs Road, a public road, at the Northwest corner of said Richardson Family Trust property;

THENCE South 00 deg. 42 min. 06 sec. West, with the West line of said Meraz 5.507 ac., over and across said Richardson Family Trust property, a distance of 10.00 ft. to a point at the most Easterly Southeast corner of the herein described easement;

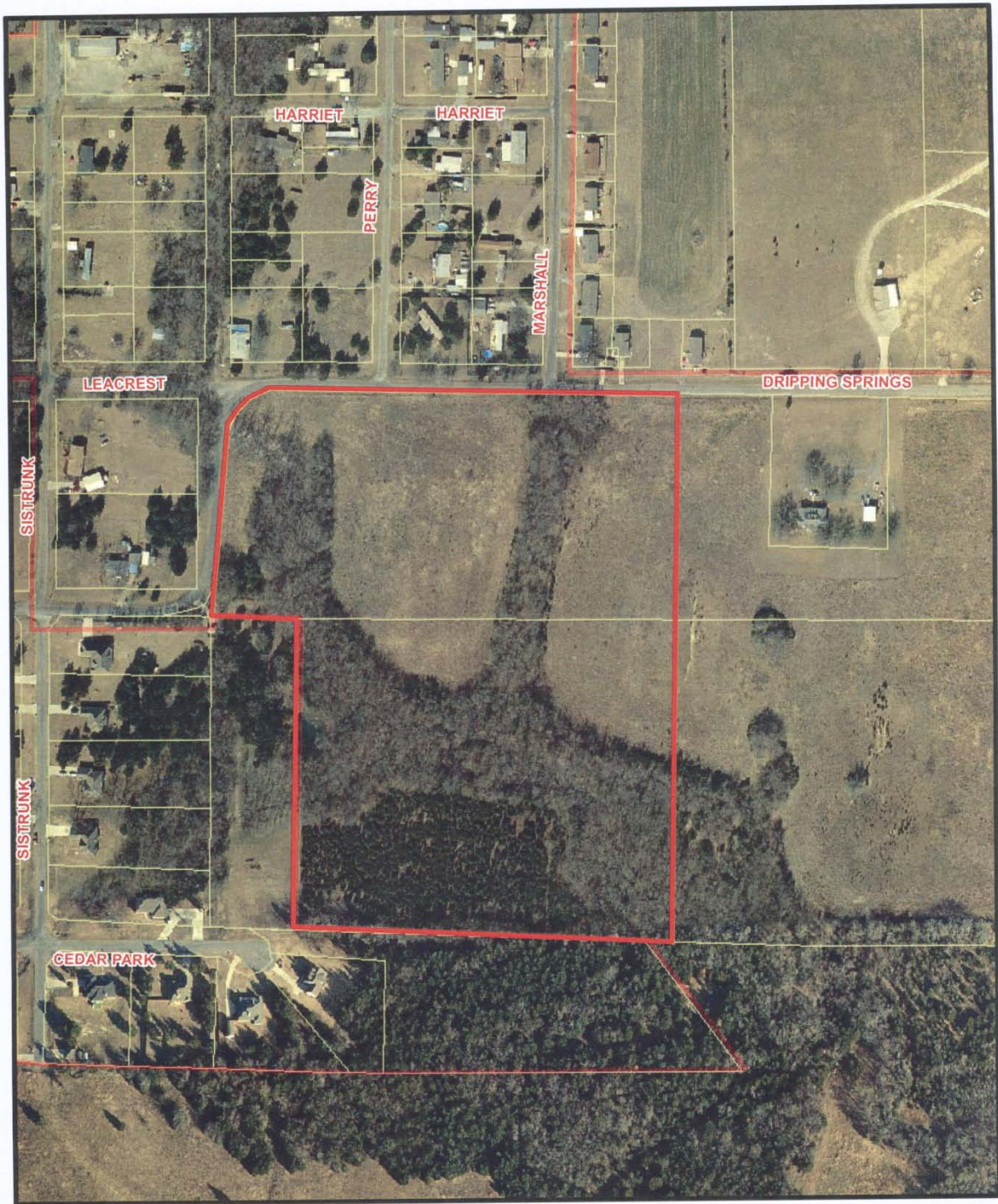
THENCE North 88 deg. 43 min. 31 sec. West, 50 ft. South of and parallel with the North line of said Richardson Family Trust property, over and across said Richardson Family Trust property, a distance of 909.35 ft. to an Ell corner of the herein described easement;

THENCE South 04 deg. 31 min. 08 sec. West, 50 ft. East of and parallel with a West line of said Richardson Family Trust property, continuing over and across said Richardson Family Trust property, a distance of 388.24 ft. to a point in a North line of the 3.000 ac. tract of land conveyed to Patsy Jo Revill in Volume 2594, Page 699, said Official Public Records, in a South line of said Richardson Family Trust property, at the most Southerly Southeast corner of the herein described easement;

THENCE South 89 deg. 41 min. 54 sec. West, with the general course of a wire fence maintaining the North line of said Revill 3.000 ac. and a South line of said Richardson Family Trust property, a distance of 10.04 ft. to a point at the Southwest corner of the herein described easement;

THENCE North 04 deg. 31 min. 08 sec. East, 40 ft. East of and parallel with a West line of said Richardson Family Trust property, over and across said Richardson Family Trust property, a distance of 398.53 ft. to a point at the Northwest corner of the herein described easement;

THENCE South 88 deg. 43 min. 31 sec. East, 40 ft. South of and parallel with the South line of said Richardson Family Trust property, continuing over and across said Richardson Family Trust property, a distance of 918.70 ft. to the **PLACE OF BEGINNING** and containing **0.300 ACRES** of land.



0 65 130 260 390 520 Feet



**City of Sherman
Municipal Service Plan
For Annexation of
23.065 Acres**

**Being part of the John Hendrix Survey, Abstract No. 503, and
Being a part of the S.M. McGlothlin Survey, Abstract No. 811**

INTRODUCTION:

The annexation is the site of approximately 23.065 acres of proposed residential development along Dripping Springs Road near Cedar Park Village and adjacent to existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

STREETS AND BRIDGES: The Street will continue to be maintained by Grayson County. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Streetlights will be installed per city policy.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as SF1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Adequate water is available to serve the proposed annexation area from an existing water main near Cedar Park Village. Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents.

SEWER SERVICE: Sewer service is presently available to the property from Cedar Park or Marshall Street Lift Station. Extension of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. B.2

TABLED AT THE FEBRUARY 7, 2011 CITY COUNCIL MEETING:

ADOPTION OF ORDINANCE NO. 5682

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of S.H. 289 in the City of Sherman; Fixing Penalties for Violation Thereof

Issue

To adopt an ordinance to reduce the current speed limit on a portion of S.H. 289 from 70 miles per hour (mph) to 60 mph. This ordinance was tabled following public hearing at the February 7, 2011 City Council meeting. A motion and order are required to remove the item from the table for City Council discussion and consideration of adoption.

Background

The Texas Department of Transportation has performed a traffic study on a portion of S.H. 289. This study recommended the reduction of the speed limit from 70 mph to 60 mph based on site distance issues at the overpass at U.S. Highway 82. After the ordinance was tabled, per Council request, City staff met with TxDOT Area Engineer David Selman and TxDOT Assistant Area Engineer Noel Paramanantham to inquire about any possible alternatives to the proposed speed limit reduction. At that time, Mr. Selman and Mr. Paramanantham indicated that none of the alternatives would address the site distance concerns as well as the speed limit reduction. Mr. Selman and Mr. Paramanantham plan to attend the February 21, 2011 Council meeting to discuss the proposed ordinance and answer questions.

Origination

Texas Department of Transportation

Financial Consideration

There is no financial consideration as the Texas Department of Transportation will install the new speed limit signs.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance decreasing the speed limit to 60 mph between the Sherman city limits north of U.S. Highway 82 to the Sherman city limits to the south of U.S. Highway 82 along S.H. 289.

Alternatives

As may be directed by the City Council

Attachments

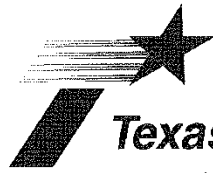
TxDOT Request of January 11, 2011; Ordinance No. 5682; Exhibit "A" – Location Map

Prepared by:

Don Keene, Exec. Director - Planning & Public Works

Approved by:

George Olson, City Manager



Texas Department of Transportation

1365 North Main Street • Paris, Texas 75469 • (903) 737-9498

January 11, 2011

Mr. George Olson
City Manager, City of Sherman
P.O. Box 1106
Sherman, TX 75091

Dear Mr. Olson:

Our District Traffic Office is working on the newly construction of SH 289. Enclosed is a copy of the new map that we have received approval for from Austin which shows the results of the new study and the proposed speed zone limits.

Also, attached is a sample speed zoning ordinance covering the proposed speed zone. The sample ordinance may be used in its present form, or may be rewritten, using the distances and speed limits given.

Please present the proposed speed zoning plan to the city council for their review and passage of the required ordinance. When approved, **two (2) signed and sealed original copies of the completed ordinance should be sent to this office at the above address.**

Upon receiving ordinance, arrangements will be made with Area /Maintenance office to have signs installed per ordinance. If you have any questions contact Kim Walker in the District Traffic Office at 903-737-9344.

Sincerely,

Darius Samuels, P.E.
Traffic Engineer

DLS:akw
Attachments
Cc: David Selman
DTO file

ORDINANCE NO. 5682

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF S.H. 289 IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That no person shall drive a vehicle upon a public road, street or highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful, but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On S.H. 289 from the City of Sherman city limit line north of U.S. Highway 82 in a southerly direction for a distance of approximately 0.323 miles, a speed limit of sixty (60) miles per hour at all times to the South City Limits of Sherman, Texas.

SECTION 2. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

EFFECTIVE DATE on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



City of Sherman, Texas
Engineering Department

SHERMAN CITY LIMITS AT INTERSECTION OF HWY 82 AND HWY 289





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. B.3

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 5566

Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of a Police Vehicle with Equipment Meeting Current Standards for Patrol Use for the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

C.3 * RESOLUTION NO. 5567

Authorizing Execution of an Agreement with Kight Family, LP #1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 520 North Harrison Avenue

C.4 * RESOLUTION NO. 5568

Accepting the Contract with Dickerson Construction Co., Inc. as Complete for Construction of the Sherman Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street

C.5 * RESOLUTION NO. 5569

Authorizing Execution of a Development Agreement with Bluestone Partners, LLC for the Construction of Public Facilities in the New Haven Addition to the City of Sherman

D.1 * REQUEST TO ADVERTISE

Sherman Municipal Airport Terminal Mowing and Landscaping

D.2 * CHANGE ORDER NO. 1

Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street; Dickerson Construction Co., Inc.; \$13,689.25 Increase



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. C.1

RESOLUTION NO. 5565

Supporting Certain Amendments to Senate Bill 332 Regarding the Ownership of and Right to Produce Groundwater

Issue

To request the addition of language to Senate Bill 332 reaffirming the City's right to produce groundwater below the surface of property owned by the City and to regulate the production of groundwater within its Certificate of Convenience and Necessity (CCN)

Background

On January 12, 2011, Senator Fraser filed Senate Bill 332 to be considered by the 82nd Texas Legislature. This Bill seeks to amend Section 36.002 of the Water Code regarding the ownership of and right to produce groundwater. Section 1 of the Bill states that "A land owner, ... has a vested ownership interest in and right to produce groundwater below the surface of the landowner's real property". It is essential that municipal groundwater providers and water districts retain the right to produce and own groundwater to meet the needs of the City's water customers within the City's CCN, and that such production does not constitute a taking of private property or create any type of takings claim.

Origination

GTUA General Manager
City Manager

Financial Consideration

None

Staff Recommendation

It is recommended that the City Council approve Resolution No. 5565 in support of certain amendments to Senate Bill 332.

Alternatives

The City Council could choose to not pass the Resolution at this time.

Attachments

Resolution No. 5565
Mr. Chapman's Memo of February 3, 2011
Press Release dated January 12, 2011
Senate Bill No. 332

Prepared and Approved by:
George Olson, City Manager

RESOLUTION NO. 5565

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING CERTAIN AMENDMENTS TO SENATE BILL 332 REGARDING THE OWNERSHIP OF AND RIGHT TO PRODUCE GROUNDWATER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on January 12, 2011, Senator Fraser filed Senate Bill 332 (the “Bill”) to be considered by the 82nd Texas Legislature; and

WHEREAS, this Bill seeks to amend Section 36.002 of the Water Code regarding the ownership of and right to produce groundwater; and

WHEREAS, Section 1 of the Bill states that “A land owner, ... has a vested ownership interest in and right to produce groundwater below the surface of the landowner’s real property”; and

WHEREAS, the City of Sherman, Texas (the “City”) currently operates twenty-five water wells as a part of its municipal water supply and is the largest municipal groundwater producer in Grayson County; and

WHEREAS, the City of Sherman has a substantial investment in its groundwater facilities; and

WHEREAS, the City Council of the City of Sherman, Texas (the “City Council”) supports adding language to the Bill that reaffirms the City’s right to produce groundwater below the surface of property owned by the City; and

WHEREAS, in order to protect its production sources and maintain affordable water rates for all customers, the City must be able to regulate the production of groundwater within its Certificate of Convenience and Necessity (the “CCN”); and

WHEREAS, the City Council believes that current language in the Bill that creates a “vested ownership interest” in groundwater could jeopardize the City’s ability to protect its production sources, maintain affordable water rates, and produce groundwater in sufficient quantities necessary to serve all of its customers;

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

SECTION 1. That the recitals set forth above are incorporated herein for all purposes as if set forth in full.

SECTION 2. That the City Council requests Senate Bill 332 be amended to:

1. Clearly state that the ownership interest a landowner has in groundwater beneath real property does not prevent a municipal government from regulating the production of groundwater within its CCN, and that such regulations do not constitute the taking of private property or create any type of takings claim; and
2. Affirm the right of a municipal groundwater provider or water district to produce groundwater beneath property (regardless of size) owned or leased by the water provider, and clearly state that, regardless of quantity, and notwithstanding any other ownership claim, any groundwater lawfully produced by a municipal water provider or water district is owned by the municipal water provider or water district, and that such production does not constitute the taking of private property or create any type of takings claim.

SECTION 3. That the City Manager or his authorized designee is hereby authorized and directed to forward a certified copy of this Resolution to the members of the State Legislature and inform them of the City's position to pursue changes necessary in Senate Bill 332.

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

PASSED AND APPROVED on this the ____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



GREATER TEXOMA UTILITY AUTHORITY

5100 Airport Drive
Denison TX 75020
Ph. (903) 786-4433
Fax (903) 786-8211
gtua@gtua.org

MEMO

TO: George Olson, City Manager
FROM: Jerry W. Chapman, General Manager
DATE: February 3, 2011
RE: Pending Groundwater Legislation

I want to make you aware of a proposed bill, which has been filed in the Texas Legislature this year and could have a major impact on cities depending on groundwater for all or part of their water supplies. Senator Troy Fraser representing State Senate District No. 21 in the Central Texas area filed SB 332 on January 12, 2011.

This proposed legislation would grant "vested interest" in water to property owners for water under their property. This action could have a significant change to the "Rule of Capture" approach, which the Texas Supreme Court established in 1904. While there are many questions on exactly how this legislature would be implemented, it could cause problems for water suppliers who withdraw large amounts of groundwater from well sites where the well owner may own an acre or less on the surface. Most of the city of Sherman's well sites are one acre or less.

Groundwater is one of the more important topics this legislative session, after budget and redistricting. Senator Fraser is Chairman of the Senate Natural Resources Committee and has scheduled a hearing for this bill in early February. On Friday, January 28th, Representative Allan Ritter announced he would file a companion bill in the House. Representative Ritter is expected to be named Chairman of the House Natural Resources Committee. The fact that the Chairs of both the Senate and House Committees have filed these bills should indicate the importance being placed on this issue.

Another factor that should be recognized is the priority and support given to his bill by the Texas Farm Bureau, the Texas Cattle Rancher's Association and other agricultural interests. Cities who produce groundwater should be taking an active interest in both SB 322 and Representative Ritter's bill once it is filed. Unless cities are adequately protected, I can see potential problems with adjacent landowners to city well sites.

You may want to make sure that Senator Estes and Representative Phillips are aware of our concern and ask them to keep in mind the importance the City of Sherman places on its 27 well sites to provide safe drinking water to our citizens. In addition, we need to make sure the Texas Municipal League has this item as a priority on their legislative watch list. Unless there is active participation by the municipalities, I expect the agricultural interest pushing for this legislation may have success in getting a vesting of water rights that could be detrimental to the cities.

JWC:cc

Attachment



PRESS RELEASE

State Senator Troy Fraser
The Capitol, Room 1E.15
Austin Texas, 78701

FOR IMMEDIATE RELEASE
January 12, 2011

Contact: Janice McCoy
(512) 463-0124

FRASER FILES WATER RIGHTS MEASURE

State Senator Troy Fraser, R-Horseshoe Bay, authored legislation on Wednesday, January 12 which would clarify groundwater ownership. Senate Bill 332 would clearly state that landowners have a vested ownership interest in the groundwater beneath their property.

The legislation has been filed because some entities are challenging the Rule of Capture in court. The Rule of Capture was established in 1904 by the Texas Supreme Court. The court ruled that groundwater was the private property of a landowner and that a landowner could be held liable for harming a neighbor's well by exercising their right to capture the groundwater.

"For over 100 years, landowners have believed that the Rule of Capture gives them a vested private property right in the groundwater beneath their land," said Fraser. "And, that the property right gives the ability to drill a well and produce groundwater for their use."

The legislation is intended to work in conjunction with local groundwater conservation district regulation. Under the legislation, groundwater conservation districts could still require a landowner to get a permit and limit the amount of groundwater that can be produced. However, the legislation would prevent a district from "taking" a landowner's right to capture the water beneath the land.

"Landowners recognize that locally elected groundwater conservation districts play an important role in helping manage water to ensure it is available for future generations," said Fraser. "But there is a big difference between managing how much water is pumped and denying property owners the right to access the water beneath their land."

A vested ownership interest is a property right that a landowner can legally protect. The right to produce groundwater is a property right that is exclusively the landowner's. No one else can come onto private property, drill a well, and start pumping groundwater. If someone were to attempt it, the landowner could legally stop them.

"As Chairman of the Senate Committee on Natural Resources, I believe the issue of groundwater rights needs to be debated by the Legislature," Fraser said. "The management of this important asset is key to developing the State Water Plan and ensuring that water is available for the future."

--30--

Senator Fraser represents a 21-county region in the geographic center of the state. He is the Chairman of the Senate Committee on Natural Resources. He also sits on the following standing Senate Committees: Business and Commerce, Nominations, State Affairs, and International Relations and Trade.

By: FRASER

S.B. No. 332

A BILL TO BE ENTITLED

AN ACT

relating to the vested ownership interest in groundwater beneath the surface and the right to produce that groundwater.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 36.002, Water Code, is amended to read as follows:

Sec. 36.002. OWNERSHIP OF GROUNDWATER. (a) A landowner, or the landowner's lessee or assign, has a vested ~~[The]~~ ownership interest ~~[and rights of the owners of the land and their lessees and assigns]~~ in and right to produce groundwater below the surface of the landowner's real property ~~[are hereby recognized]~~, and nothing in this code ~~may~~ ~~[shall]~~ be construed as granting the authority to deprive ~~[depriving]~~ or divest a landowner or the landowner's lessee or assign ~~[divesting the owners or their lessees and assigns]~~ of the ownership interest in the groundwater or the right to produce groundwater ~~[rights]~~, except as those rights and interests may be reasonably limited ~~[or altered]~~ by rules promulgated by a district.

(b) A rule promulgated by a district may not discriminate between an owner ~~[owners]~~ of land, or the owner's lessee or assign, whose land ~~[that]~~ is irrigated for production and an owner ~~[owners]~~ of land, or the owner's lessee or assign, ~~[their lessees and assigns]~~ whose land ~~[that]~~ was previously irrigated for production and is now enrolled or participating in a federal conservation program.

1 SECTION 2. Section 36.101, Water Code, is amended by
2 amending Subsection (a) and adding Subsection (a-1) to read as
3 follows:

4 (a) A district may make and enforce rules, including rules
5 limiting groundwater production based on tract size or the spacing
6 of wells, to provide for conserving, preserving, protecting, and
7 recharging of the groundwater or of a groundwater reservoir or its
8 subdivisions in order to control subsidence, prevent degradation of
9 water quality, or prevent waste of groundwater and to carry out the
10 powers and duties provided by this chapter. During the rulemaking
11 process the board shall:

12 (1) consider all groundwater uses and needs;
13 (2) consider the rights and interests under Section
14 36.002; and

15 (3) ~~shall~~ develop rules which are fair and impartial
16 and that do not discriminate between land that is irrigated for
17 production and land that was irrigated for production and enrolled
18 or participating in a federal conservation program.

19 (a-1) Any rule of a district that discriminates between land
20 that is irrigated for production and land that was irrigated for
21 production and enrolled or participating in a federal conservation
22 program is void.

23 SECTION 3. Section 36.108(c), Water Code, is amended to
24 read as follows:

25 (c) The presiding officer, or the presiding officer's
26 designee, of each district located in whole or in part in the
27 management area shall meet at least annually to conduct joint

1 planning with the other districts in the management area and to
2 review the management plans and accomplishments for the management
3 area. In reviewing the management plans, the districts shall
4 consider:

5 (1) the goals of each management plan and its impact on
6 planning throughout the management area;

7 (2) the effectiveness of the measures established by
8 each management plan for conserving and protecting groundwater,
9 ~~and~~ preventing waste, and protecting the rights and interests
10 under Section 36.002, and the effectiveness of these measures in
11 the management area generally;

12 (3) any other matters that the boards consider
13 relevant to the protection and conservation of groundwater and the
14 prevention of waste in the management area; and

15 (4) the degree to which each management plan achieves
16 the desired future conditions established during the joint planning
17 process.

18 SECTION 4. The changes in law made by this Act apply only to
19 a rule adopted by a groundwater conservation district on or after
20 the effective date of this Act or to a permit issued or application
21 filed pursuant to a rule adopted on or after the effective date of
22 this Act.

23 SECTION 5. This Act takes effect immediately if it receives
24 a vote of two-thirds of all the members elected to each house, as
25 provided by Section 39, Article III, Texas Constitution. If this
26 Act does not receive the vote necessary for immediate effect, this
27 Act takes effect September 1, 2011.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5566**

**Authorizing Submission of a Grant Application to the Office of the Governor –
Criminal Justice Division to Fund the Purchase of a Police Vehicle with Equipment
Meeting Current Standards for Patrol Use for the Sherman Police Department;
Designating the City Manager as the Authorized Official to Accept, Reject, Alter
or Terminate the Grant on Behalf of the City**

Issue

Seeking approval to apply for a grant from the Office of the Governor - Criminal Justice Division to purchase a police vehicle with equipment meeting current standards for patrol use for the Sherman Police Department and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background

The Office of the Governor - Criminal Justice Division, in conjunction with the Texoma Council of Governments, is accepting grant applications for projects that reduce crime and improve the criminal justice system during the state fiscal year (FY) 2012 grant cycle. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees, and/or federal funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. If awarded, the Police Department plans to use this grant to purchase one police vehicle with equipment meeting current standards for patrol use (lights, cage, radio, computer, camera system, and installation of such equipment) totaling \$40,081.00.

Origination

Sherman Police Department and Grant Writer

Financial Consideration

There are no matching requirements for this grant and purchase of the vehicle, if the grant is awarded, would be in FY 2011-2012.

Staff Recommendation

The staff recommends submitting the grant application to the Office of the Governor - Criminal Justice Division.

Alternatives

The Council could decline this grant opportunity.

Attachments

Resolution No. 5566

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF A POLICE VEHICLE WITH EQUIPMENT MEETING CURRENT STANDARDS FOR PATROL USE FOR THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase a police vehicle with equipment meeting current standards for patrol use for the Sherman Police Department during the period of September 1, 2011 through August 31, 2012; and

WHEREAS, the City Council understands that there is no matching requirement for said project as required by the Office of the Governor - Criminal Justice Division and the Texoma Council of Government criminal justice grant application; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the Office of the Governor - Criminal Justice Division funds, the City of Sherman assures that said funds will be returned to the Office of the Governor - Criminal Justice Division in full; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

NOW, THEREFORE, 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 documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Office of the Governor - Criminal Justice Division to fund the purchase of a police vehicle with equipment meeting current standards for patrol use for the Sherman Police Department.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5567**

**Authorizing Execution of an Agreement with Kight Family, LP #1
for the Abatement of Ad Valorem Property Taxes for the Construction of a
New Single-Family Residence at 520 North Harrison Avenue**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 520 North Harrison Avenue.

Background

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

Origination

Kight Family, LP #1, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$176.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5567

Residential Tax Abatement Agreement

Application

Warranty Deed

Site Plan

Photo

Building Permit Application

Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KIGHT FAMILY, LP #1 FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 520 NORTH HARRISON AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Kight Family, LP #1 and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Kight Family, LP #1 for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 520 North Harrison Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS

§

COUNTY OF GRAYSON

§

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **KIGHT FAMILY, LP #1**, hereinafter referred to as OWNER,

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance

with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2011, and continuing for tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2011, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2011	100%
2012	100%
2013	100%
2014	100%
2015	100%
2016	100%
2017	80%
2018	60%
2019	40%
2020	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 520 North Harrison Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 4, Block 20, College Park Addition.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Kight Family, LP #1
860 Brown Rd.
Sherman, Texas 75090
(903) 821-8828

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2011.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
KIGHT FAMILY, LP #1

BY: _____
GEORGE OLSON
CITY MANAGER

BY: David Kight
NAME: **DAVID KIGHT**
TITLE: **OWNER**

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

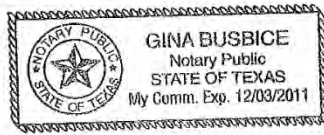
**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **David Kight of Kight Family, LP #1**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 10 day of February, 2011 A.D.



Gina Busbice
Notary Public – State of Texas

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: KIGHT FAMILY LP#1
Mailing Address: 860 Brown Rd. Sherman TX 75090
Telephone Number: (903) 821-8828

Contact (if different than owner):

Name: Melenie BARAJAS
Mailing Address: 815 W. Main St. Denison TX 75020
Telephone Number: (903) 464-9476

Property:

Physical Address: 520 N HARRISON SHERMAN TX 75090
Summary Legal Description: Lot: 4 Block: 20 Addition: College Park

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

Improvements:

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

Estimated Value of Improvements: 55,000.⁰⁰

Estimated Date of Start of Construction: 2-6-11

Estimated Date of Completion of Project: 3-30-11

Description of Project: single Family Home 2/2

Applicant(s): DAVID E. KIGHT Date: 2-3-11
Kight Family LP#1

**** Electronically Filed Document ****

Wilma Blackshear Bush
County Clerk
Grayson County

Document Number: 2010-23288
Recorded As : E-FILE RECORDINGS

Recorded On: November 30, 2010
Recorded At: 08:13:51 am
Number of Pages: 3
Book-VI/Pg: Bk-OR VI-4889 Pg-179
Recording Fee: \$20.00

Parties:
Direct- DOWNS DEBORAH A
Indirect- KIGHT FAMILY LIMITED PARTNERSHIP

Receipt Number: 321299
Processed By: GAIL WHITE

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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

WARRANTY DEED

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

That, **DEBORAH A. DOWNS**, a married woman, but the property herein conveyed constitutes no part of my business or residence homestead, of the County of GRAYSON and the State of Texas for and in consideration of the sum of TWENTY-ONE THOUSAND SEVEN HUNDRED AND NO/100 (\$21,700.00) DOLLARS and other valuable consideration to the undersigned paid by grantee(s) herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto KIGHT FAMILY LIMITED PARTNERSHIP #1, A TEXAS LIMITED PARTNERSHIP, whose address is 860 Brown Road, Sherman, of the County of GRAYSON and the State of Texas, all of the following described real property in GRAYSON County, Texas, to-wit:

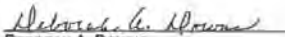
BEING LOTS FOUR (4), FIVE (5) AND SIX (6) IN BLOCK TWENTY (20) OF THE COLLEGE PARK ADDITION, SHERMAN, GRAYSON COUNTY, TEXAS, AND COMMONLY KNOWN AS 518 N. HARRISON, SHERMAN, TEXAS 75090

This conveyance is subject to, and the warranties here do not extend to, any existing easements, rights-of-way or outstanding oil, gas and mineral interest, including oil, gas and mineral leases, building or use restrictions which may be of record in the office of the County Clerk of Grayson County, Texas and which may pertain to the property hereby conveyed

Further, this conveyance is made "as-is" without any warranties or representations of any kind or nature as to the physical condition of the property conveyed hereby, or any portion thereof

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

EXECUTED this 29th day of November, 2010.


DEBORAH A. DOWNS



SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. Box 1843 * 109 S. Travis * Sherman, Texas 75091-1843
Ph (903) 892-8003 * Fax (903) 868-2970 * Email - msartin@gccisp.com

SURVEY FOR: DAVID KIGHT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 29th day of November, 2010 of the following described property:

Lot SIX (6) in Block TWENTY (20) of COLLEGE PARK ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 81, Page 438, Deed Records, Grayson County, Texas.

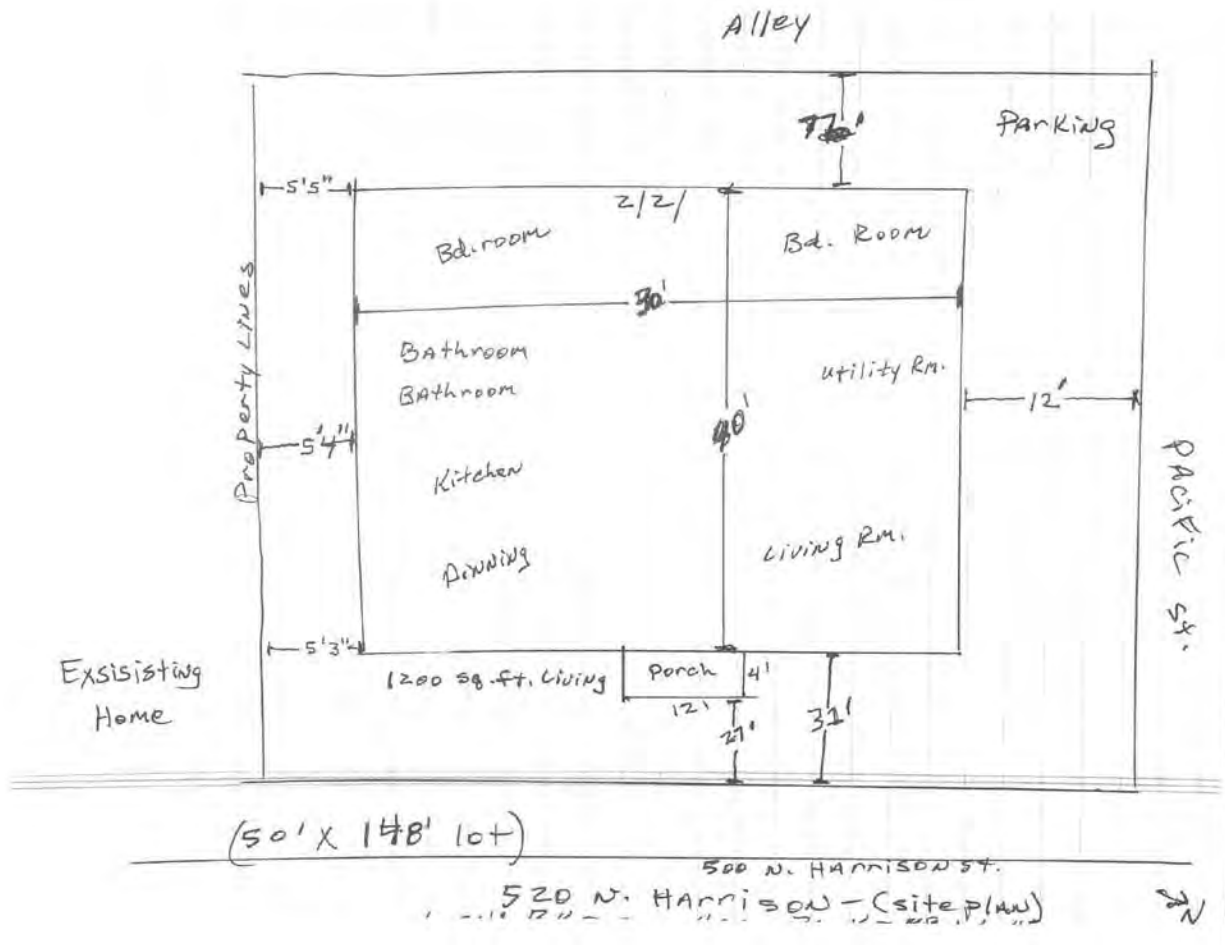
That the improvements located on said property are known as 516 N. HARRISON AVENUE, SHERMAN, TEXAS, that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying and is subject to all easements of record that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMES HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin, R.P.L.S. # 3694



D-KIGHT.pcs



520 N. Harrison



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 110151 SUBCONTRACTOR: KIGHT FAMILY LP #1 DATE ISSUED: 2/02/2011

PROJECT ADDRESS:	520 N HARRISON AVE	LOT #:	4
PARCEL ID:		BLK #:	20
SUBDIVISION:	COLLEGE PARK 2ND	ZONE ORD:	
ISSUED TO:	KIGHT FAMILY LP #1	CONTRACTOR:	KIGHT FAMILY LP #1
ADDRESS:		ADDRESS:	
CITY, ST ZIP:		CITY, ST ZIP:	
PHONE:		PHONE:	
PROP. USE:	RESIDENTIAL	SQ FT:	1,200.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	2
VALUATION:	\$ 55,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

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

Daniel E. Kight
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

2/2/11
DATE

[Signature]
(APPROVED BY)

2/7/11
DATE



City of Sherman, Texas
Developmental Services Department

520 N. Harrison



1 inch = 86 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5568**

**Accepting the Contract with Dickerson Construction Co., Inc. as Complete
for Construction of the Sherman Relief Sewer "C" Project along Branch Street,
between King Street and Pacific Street**

Issue

To consider acceptance of the contract with Dickerson Construction Co., Inc. as complete for construction of the City of Sherman Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street

Background

Dickerson Construction Co., Inc. has completed all work required under their contract with the Greater Texoma Utility Authority to construct the Relief Sewer "C" Project for the City of Sherman. The Greater Texoma Utility Authority is requesting that the City of Sherman execute the attached Resolution accepting the project as complete.

Origination

Greater Texoma Utility Authority

Financial Consideration

This project was funded through a Greater Texoma Utility Authority revenue bond issue.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5568

Project Location Map

Prepared by:

Mark Gibson, Director of Engineering/Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH DICKERSON CONSTRUCTION CO., INC. AS COMPLETE FOR CONSTRUCTION OF THE SHERMAN RELIEF SEWER "C" PROJECT ALONG BRANCH STREET, BETWEEN KING STREET AND PACIFIC STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Dickerson Construction Co., Inc. for construction of the Sherman Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street; and

WHEREAS, representatives of the Greater Texoma Utility Authority, the City of Sherman, and the project engineer have inspected the Sherman Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street, and found it to be complete;

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

SECTION 1. That the City of Sherman hereby formally accepts the contracted work of Dickerson Construction Co., Inc for construction of the Sherman Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street as complete.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5569**

**Authorizing Execution of a Development Agreement with Bluestone Partners, LLC
for the Construction of Public Facilities in the New Haven Addition to the City of Sherman**

Issue

The construction of public facilities in the New Haven Addition to the City of Sherman

Background

Bluestone Partners, LLC proposes to construct the New Haven Addition, which includes the construction of sanitary sewer.

Origination

Department of Engineering, 119

Financial Consideration

None

Staff Recommendation

Staff recommends approval of the Development Agreement.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5569

Development Agreement

Location Map

Prepared by:

Mark Gibson, Director of Engineering & Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH BLUESTONE PARTNERS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE NEW HAVEN ADDITION TO 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 and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Bluestone Partners, LLC for the construction of public facilities in the New Haven Addition to the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be 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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
CITY OF SHERMAN AND BLUESTONE PARTNERS, LLC.**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 15 day of Feb, 2010 (the "Effective Date"), by and among City of Sherman ("City"), a municipal corporations organized under the laws of the State of Texas, and Bluestone Partners, LLC. ("Developer").

WITNESSETH

WHEREAS, City recognizes the importance of its continued role in local economic development, and

WHEREAS, Developer is developing a portion of the City and making improvements to the City, and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described in the final plat submitted to the City by the Developer as New Haven Addition and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the City is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services; and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I.

SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grand the exclusive rights of service contained in this Agreement.
2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before December 31, 2011, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and

no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - a. If, within one year the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - b. Instead of the Guarantee set for in subparagraph (a) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. WAIVER OF RIGHTS UNDER STATE LAW:

- a. **WAIVER OF RIGHTS:**

b. Section 212.904 of the Texas Local Government Code

- (i.) Developer understand that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY DEVELOPER'S SIGNATURE ON THIS AGREEMENT, I CONTRACT ON ITS EXECUTION, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. I AGREE, DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- (ii.) BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER

REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. Other Provisions:

- a. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- b. The Developer shall pay to the City an engineering plan review, inspection, and testing fee equal for \$ 430.24.
- c. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to

extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and

what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Mark Gibson Director of Public Works and
Engineering

ADDRESS: P.O. Box 1106
Sherman, Texas 75091

PHONE: 903-892-7210

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Jim Cross

Bluestone Partners, LLC.

ADDRESS: 2913 Overland Trail, Suite 100

PHONE: Sherman, Texas 75092
903-813-1415

FAX: 903 813 2124

9. **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and

contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

14. Special Conditions.

- (a) The developer shall pay \$ 8,578.94 in street escrow funds to the City.
- (b) The developer shall pay \$ 2055.30 in water pro-rata fund to the City for the subdivision lots.

15. Interpretation of Agreement. This is a negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in duplicate this 15 day of Feb 2008, with an original to each party. 2011

DEVELOPER:

BY: Blues-Jane Pooker LLC
NAME: Joe DLH
TITLE: President

ATTEST:

BY: _____
NAME: Laura Daniel
TITLE: Office Manager
TITLE: _____

CITY: CITY OF SHERMAN

BY: _____
NAME: _____
TITLE: _____

3750

ATTEST:

BY:

NAME:

TITLE:



City of Sherman, Texas
Developmental Services Department

2300 Blk. W. Lamberth & 2100 Blk. Little Lane

0 95 190 380 Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. C.6

RESOLUTION NO. 5570

**Authorizing Execution of a Service and License Agreement with Icon Enterprises, Inc.,
d/b/a CivicPlus through Texas DIRICT Cooperative Contract #DIR-SDD-1636
for Creation of the City of Sherman's Website**

Issue

Development of a new website for the City

Background

Included in the current year budget is a project to rebuild the City's website in order to provide a more functional, up-to-date, appealing website for residents and visitors to the City. After several months of diligence by the website committee, the staff is recommending awarding the contract to Icon Enterprises, Inc., d/b/a CivicPlus, a company that has developed sites for over 700 local governments. CivicPlus has a strong presence in Texas. They will design, construct, and host the website for the City. This project is expected to be completed late this summer.

Origination

Assistant City Manager

Financial Consideration

The cost for these services is \$57,795.31, which is less than was budgeted for the project.

Staff Recommendation

It is recommended that the Council approve the Service and License Agreement with Icon Enterprises, Inc., d/b/a CivicPlus through Texas DIRICT Cooperative Contract #DIR-SDD-1636.

Alternatives

The Council could opt to leave the website unchanged or seek other options and services.

Attachments

Resolution No. 5570

Service and License Agreement

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SERVICE AND LICENSE AGREEMENT WITH ICON ENTERPRISES, INC., D/B/A CIVICPLUS THROUGH TEXAS DIRICT COOPERATIVE CONTRACT #DIR-SDD-1636 FOR CREATION OF THE CITY OF SHERMAN'S WEBSITE; 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 and content by the City Attorney, to execute a Service and License Agreement with Icon Enterprises, Inc., d/b/a CivicPlus through Texas DIRICT Cooperative Contract #DIR-SDD-1636, for the design of the City of Sherman's website, including setup, programming and training services, pursuant to the terms and conditions of all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Organization	City of Sherman		URL	www.ci.sherman.tx.us	
Street Address	220 West Mulberry Street				
Address 2	P. O. Box 1106				
City	Sherman	State	Texas	Postal Code	75091-1106
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Kay Thomas / 903.821.0523				
Emergency Contact & Mobile Phone	Kathy Bass / 580.916.1776				
Emergency Contact & Mobile Phone	Brad Williams / 903.732.7902				
Billing Contact	Mary Ann Winkler		E-Mail	maryannw@ci.sherman.tx.us	
Phone	903.892.7215	Ext.	--	Fax	903.891.0255
Billing Address	P. O. Box 1106				
Address 2					
City	Sherman	ST	Texas	Postal Code	75091-1106
Tax ID #	--			Sales Tax Exempt #	75-6000669
Billing Terms			Account Rep	Carrie Broeckelmann	
Info Required on Invoice (PO or Job #)	Purchase Order #				
Contract Contact	Robby Hefton		Email	robbyh@ci.sherman.tx.us	
Phone	903.892.7203	Ext.	--	Fax	903.892.7355
Project Contact	Kay Thomas		Email	kayt@ci.sherman.tx.us	
Phone	903.892.7352	Ext.	--	Fax	903.891.0255

Terms & Conditions

This Agreement, dated February __, 2011 ("Effective Date"), is by and between Icon Enterprises, Inc., d/b/a CivicPlus, located at 317 Houston St., Suite E. Manhattan, KS 66502 ("CivicPlus"), and the City of Sherman, TX, ("Client"). The term of this Agreement begins on the Effective Date and automatically renews annually per details in the section entitled Agreement Renewal.

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for the City of Sherman (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.

3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.
4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the client is necessary before billable time is incurred.
5. Additional module upgrades may be purchased and activated at any time.

Billing & Payment Terms

6. One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live.
7. The client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the client.
8. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
9. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date. Base rate for year 2 begins at \$7,438.
10. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
11. After Project Go-Live, if the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content and Content Management System (CMS) Software. Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

Agreement Renewal

13. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
14. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
15. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum. Base rate for year 2 begins at \$7,438.

Support

16. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
17. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
18. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
19. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

Marketing

20. Client agrees to make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
21. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
22. Client agrees to make a reasonable attempt to cooperate with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
23. Client agrees to make a reasonable attempt to cooperate with the CivicPlus Marketing Department to create a case study related to their website.
24. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

25. Upon full and complete payment of submitted invoices for the project development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content") as well as the CMS Software.
26. Upon completion of the development of the site, client will assume full responsibility for Web site content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
27. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
28. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

29. CIVICPLUS SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, 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 PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CIVICPLUS, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CIVICPLUS IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. CIVICPLUS IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS FOR WHICH CIVICPLUS IS LIABLE.

Severability

30. In the event that any portion of this Agreement is held to be enforceable or invalid in any court of competent jurisdiction, the parties agree the remaining provisions shall not be affected and remain in full force and effect. Further, if any provision of this Agreement is held to be in conflict with any applicable Requirement of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent.

Entire Agreement

31. This Agreement embodies the entire agreement of the Parties on the subjects contained herein and therein and shall supersede all previous communications, representations, or agreements either verbal or written between the Parties with respect to the same.

Governing Law and Venue

32. This Agreement shall be governed by and construed under the laws of the State of Texas, other than with respect to conflicts of law. Jurisdiction and venue shall be proper and exclusive in the state and federal district courts located in the County of Grayson, State of Texas. If the federal district courts are relocated from Grayson County during the pendency of this Agreement, then venue shall be proper in the federal district court in the Eastern District, Sherman Division. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding and waives any objection it may now or hereafter have as to venue or to convenience of forum.

33. Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

City of Sherman

Date

CivicPlus

Date

Sign and Fax this Copy

Attn: Contract Manager
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--

Exhibit A - CivicPlus Project Deliverables

Labor Category	DIR Hourly Rate	Hours	Total Cost
Website Consultant	\$149.01	45.75	\$6,817.21
Project Manager	\$135.86	44.00	\$5,977.84
Network Consultant	\$135.86	0.00	\$0.00
Wireless Network Technician	\$135.86	0.00	\$0.00
Programmer	\$131.48	65.75	\$8,644.81
Graphic Designer	\$109.57	126.50	\$13,860.61
Writer	\$109.57	0.00	\$0.00
Server and Network Technician	\$109.57	20.25	\$2,218.79
Trainer	\$109.57	73.00	\$7,998.61
PC Technician	\$89.41	0.00	\$0.00
Content Developer	\$80.64	152.25	\$12,277.44
TOTAL			\$57,795.31

Project Development Includes the Following:

Modules	Functionality
• Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • Emergency Alert Notification • ePay • Facilities & Reservations w/50 Facilities • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator w/25 Properties • Request Tracker (5 users) • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Objective 1: Establishing Your Site's Focus	
Phase 1: Analysis and Timeline Development Deliverable: Project Timeline and worksheets	\$1,494
Phase 2: Website Design Deliverable: Website Design Composition	\$13,861
Phase 3: Navigation Architecture Development Deliverable: Navigation structure optimized for your website	\$3,475.31
Objective 2: Content Development and Page Layout	
Phase 4: Modules and Site Setup Deliverable: Set up fully functional site, software that runs the site, and site's statistical analysis.	\$5,304
Phase 5: Content Development of 200 standard pages and up to 1,000 supporting elements Deliverable: Website content development and module content.	\$8,109
Phase 6: Test and Review, Establish Future Expectations Deliverable: List of items that need to be addressed	\$5,963
Objective 3: Equipping Your Staff for Successful Website Maintenance	
Phase 7: 4 Days of On-Site Training for up to 10 employees <i>Quote includes travel expenses</i> Deliverable: Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	\$7,998.79
Objective 4: Website Deployment	
Phase 8: Go-Live and Project Review Deliverable: Final project review report	\$4,773
Expandable Modules	
Unlimited Additional Users - Citizen's Request Tracker	Included
Unlimited Additional Listings - Facilities & Reservations	Included
Unlimited Additional Listings - Real Estate Locator	Included
Additional Functionality	
1 Advanced Sub-Site (Tourism Department)	Included
1 Additional Banner	Included
Google Translation Tool	Included
Gov 2.0 Upgrades	
Blog	Included
Facebook Integration	Included
Twitter Integration	Included
Options Included in One-Time Fee	
On-Site Kick-Off Meeting One day meeting with website committee to discuss design goals, review audience goals and meet with departments to kick-off with a project overview <i>Quote includes travel expenses.</i> Deliverable: A document summarizing the meetings, with analysis and recommendations. Design information gathered.	\$2,272.40
Pre-Implementation Option: On-Site Strategic Planning with Individual Departments Two days of meetings (up to 12 departments) to interpret current processes and services, resulting in recommendation for website solutions. <i>Quote includes travel expenses.</i> Deliverable: A document summarizing the meetings, with analysis and recommendations. Design information gathered.	\$4,544.81
Phase 8 Option: Content Fixes Site review and cleanup immediately prior to go-live, correct page issues created by client staff	Included
Total First Year Fee	
\$57,795.31	



Service & License Agreement for **Sherman, TX**
DIR-SDD-1636

Annual Support, Maintenance & Hosting		
Server Storage not to exceed 30 GB Media Center Storage not to exceed 10 GB		
Base rate for Year Two begins at \$7,438.		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Company Details

Icon Enterprises, Inc., d/b/a CivicPlus	
Federal Tax ID	48-1202104
DIR Contract	# DIR-SDD-1636
Toll Free	888-228-2233
Mailing Address for Purchase Orders and Payments	Icon Enterprises, Inc., d/b/a CivicPlus Attn: Accounting 317 Houston St., Suite E Manhattan, KS 66502



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**

Sherman Municipal Airport Terminal Mowing and Landscaping

Issue

Approval of a request to advertise to contract for the annual mowing and landscaping of the terminal area at the Sherman Municipal Airport

Background

The contract issued in 2008 for the landscaping and mowing of the airport terminal area has expired. There were two contracts: one for the mowing and one for the landscaping. These services will be combined into one contract for the next two years.

Origination

The Department of Public Works

Financial Consideration

The fiscal year 2010-2011 budget includes approximately \$2,900.00 for contracted mowing and landscaping of the airport terminal area.

Staff Recommendation

Approve advertising for Sherman Municipal Airport Terminal mowing and landscaping.

Alternatives

As may be directed by the City Council

Attachments

None

Prepared by:
Don Keene, Exec. Director-Planning & Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.2

*** CHANGE ORDER NO. 1**

**Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street;
Dickerson Construction Co., Inc.; \$13,689.25 Increase**

Issue

Change Order No. 1 is a final reconciliatory change order to adjust final project quantities for the Relief Sewer "C" Project along Branch Street, between King Street and Pacific Street.

Background

The Relief Sewer "C" Project has been completed. This project was funded through debt issued by the Greater Texoma Utility Authority on the City's behalf. The change order results in an increase of \$13,689.25 to the contract amount. The majority of the additional cost funded a lengthened bore across an underground box culvert.

Origination

Department of Utility Services
Greater Texoma Utility Authority

Financial Consideration

The change order results in a \$13,689.25 increase in the contract amount, yielding a final contract price of \$464,106.75.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1
Project Location Map

Prepared by:
Mark Gibson, Director of Engineering & Public Works

Approved by:
George Olson, City Manager

CHANGE ORDER

No. 1

PROJECT Relief Sewer C: King to Pacific in the City of Sherman, TX

DATE OF ISSUANCE 2/7/11 EFFECTIVE DATE _____

OWNER Greater Texoma Utility Authority

OWNER's Contract No. _____

CONTRACTOR Dickerson Construction Co., Inc. ENGINEER Morris Engineers

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

Description: Reconcile contract price to final quantities of work

Reason for Change Order: Project close-out

Attachments: Spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 450,417.50	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u>0</u> to <u>0</u> . \$ -0-	Net change from previous Change Orders No. <u> </u> to <u> </u> . Days
Contract Price prior to this Change Order \$ 450,417.50	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ 13,689.25	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 464,106.75	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:
Morris Engineers

By: [Signature]
Engineer (Auth. Signature)

Date: 2-10-11

APPROVED:
Greater Texoma Utility Authority

By: _____
Owner (Auth. Signature)

Date: _____

APPROVED:
City of Sherman

By: _____
City (Auth. Signature)

Date: _____

ACCEPTED:
Dickerson Construction Co., Inc.

By: [Signature]
Contractor (Auth. Signature)

Date: 2-7-11

GREATER TEXOMA UTILITY AUTHORITY
RELIEF SEWER C: KING TO PACIFIC
IN THE CITY OF SHERMAN, TEXAS
DICKERSON CONSTRUCTION CO., INC.

ITEM NO	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ORIGINAL CONTRACT	CHANGE ORDER NO. 1 ADD DEDUCT	TOTAL	REV'D QTY	TOTAL CONTRACT
1	F&I 21" DIA. GRAVITY SEWER PIPE 12' TO 14' DEEP	354	LF	60.00	21,240.00			354	21,240.00
	14' TO 16' DEEP	105	LF	70.00	7,350.00			105	7,350.00
2	F&I 18" DIA. GRAVITY SEWER PIPE 10' TO 12' DEEP	1035	LF	60.00	62,100.00			1035	62,100.00
	12' TO 14' DEEP	299	LF	65.00	19,435.00			299	19,435.00
	14' TO 16' DEEP	780	LF	65.00	50,700.00			780	50,700.00
3	F&I 15" DIA. GRAVITY SEWER PIPE 5' TO 8' DEEP	172	LF	40.00	6,880.00			172	6,880.00
	8' TO 10' DEEP	447	LF	45.00	20,115.00			447	20,115.00
	10' TO 12' DEEP	396	LF	50.00	19,800.00			396	19,800.00
	12' TO 14' DEEP	53	LF	55.00	2,915.00			53	2,915.00
4	F&I 12" DIA. GRAVITY SEWER PIPE 5' TO 8' DEEP	5	LF	50.00	250.00			5	250.00
5	F&I 10" DIA. GRAVITY SEWER PIPE 10' TO 12' DEEP	26	LF	45.00	1,170.00	31	1,395.00	57	2,565.00
6	F&I 8" DIA. GRAVITY SEWER PIPE 5' TO 8' DEEP	26	LF	30.00	780.00	2	60.00	28	840.00
	8' TO 10' DEEP	7	LF	30.00	210.00			7	210.00
7	F&I 6" DIA. GRAVITY SEWER PIPE 5' TO 8' DEEP	5	LF	28.50	142.50	3	85.50	8	228.00
8	F&I 4" DIA. MANHOLE 5' TO 8' DEEP	1	EA	2,500.00	2,500.00			1	2,500.00
	8' TO 10' DEEP	1	EA	2,650.00	2,650.00			1	2,650.00
	10' TO 12' DEEP	6	EA	2,800.00	16,800.00			6	16,800.00
	12' TO 14' DEEP	1	EA	3,000.00	3,000.00			1	3,000.00
	14' TO 16' DEEP	3	EA	3,200.00	9,600.00			3	9,600.00
9	ADD TO BASE MH PRICE FOR MH DROPS 8" DROP	6	EA	500.00	3,000.00			6	3,000.00
	10" DROP	1	EA	700.00	700.00	1	700.00	2	1,400.00
10	ADD FOR PROTECTIVE COATING FOR 48" DIA. MH (Specify on BID)	55	VF	165.00	9,075.00	2.44	402.60	57.44	9,477.60
11	ADD TO BASE SWR PRICE FOR BORE & CASE STREET XING @ 14+50	1	JOB		16,000.00			1	16,000.00
12	ADD TO BASE SWR PRICE FOR BORE & CASE RR XING 31+16 TO 33+47	1	JOB		59,500.00			1	59,500.00
13	ADD TO BASE SWR PRICE FOR STREET REPAIR @ 18+00	1	JOB		14,000.00			1	14,000.00
14	ADD TO BASE SWR PRICE FOR CEMENT- STABILIZED SAND @ PIPELINE XINGS	140	LF	27.50	3,850.00			140	3,850.00
15	F&I SEWER SERVICE CONNECTION 15" MAIN	3	EA	200.00	600.00	1	200.00	4	800.00
	18" MAIN	3	EA	200.00	600.00	4	800.00	7	1,400.00
	21" MAIN	3	EA	250.00	750.00	-2	(500.00)	1	250.00
16	F&I SDR 35 PVC SERVICE LINE 4" SERVICE LINE	50	LF	25.00	1,250.00	58	1,450.00	106	2,700.00
	6" SERVICE LINE	50	LF	25.00	1,250.00	-30	(750.00)	20	500.00
17	DEMO. ABANDONED MANHOLES REMOVE ABANDONED MANHOLES TO ENABLE NEW CONST.	9	EA	350.00	3,150.00	-1	(350.00)	8	2,800.00
18	EQPT. & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT	6	EA	600.00	3,600.00			6	3,600.00
19	4" WATERLINE	PER	EA	1,650.00					0.00
	6" WATERLINE	PER	EA	1,850.00					0.00
	8" WATERLINE	PER	EA	2,100.00					0.00
	10" WATERLINE	PER	EA	2,500.00					0.00
	12" WATERLINE	PER	EA	3,000.00					0.00
	14" WATERLINE	PER	EA	4,000.00					0.00
20	F&I @ STA. 36+41 TRANSITION FROM EXIST. SWR. TO NEW SWR.	1	JOB		800.00			1	800.00
21	ADD FOR ASPHLT DRWYS, ST REPAIRS INCL. SAW CUT, EXCAVATED MATERIAL BACKFILL	2168	LF	27.50	59,620.00			2168	59,620.00
22	ADD FOR ASPHLT DRWYS, ST REPAIRS INCL. SAW CUT, CRUSHER SCREENINGS BACKFILL	158	LF	65.50	10,349.00			158	10,349.00
23	ADD FOR GRAVEL DRWWY, STREET, LOT REPAIRS...	994	LF	4.00	3,976.00			994	3,976.00
24	TRENCH EXCAVATION PROTECTION	3710	LF	1.00	3,710.00	36	36.00	3746	3,746.00
25	SWPPP	1	JOB		2,500.00			1	2,500.00
26	TXDOT TRAFFIC CONTROLS	1	JOB		4,500.00			1	4,500.00
11A	EXTEND BORE STA. 14+50		LF	262.29		35	9,180.15	35	9,180.15
	REPLACE 12" CULVERT		LF	40.00		11	440.00	11	440.00
	REPLACE 15" CULVERT		LF	45.00		12	540.00	12	540.00
	TOTAL CONTRACT				450,417.50		13,689.25		464,106.75



RELIEF SEWER C

City of Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.3

OTHER BUSINESS

Receive Tourism Director April Patterson's Marketing Presentation on New Branding for the City, including Logo, Slogan, and Marketing Scheme

Issue

Consideration of new branding for the City of Sherman

Background

The City's current logo and branding have been in place for more than 30 years. The staff, particularly the Tourism Director, have been working with local vendors to create a more contemporary logo and branding scheme to meet the needs of the City for 2011 and beyond. While these proposed changes will meet the current needs of the City, it is imperative that the City revisit these issues periodically to ensure that the branding and logo fit the changing needs of the City over time. This project is being undertaken alongside the website development project, with a view that the City will simultaneously roll out a new marketing platform to the public that will encompass a more modern approach to communicating with citizens and stakeholders through the website and refreshed logo and branding to sell the City in a more appealing manner.

Origination

City Manager

Financial Consideration

All media with the current branding or logo would have to be changed to the new branding scheme. This media includes, but is not limited to: letterhead, envelopes, business cards, decals for City vehicles, signage (streets, parks, City buildings), flags, employee uniforms (shirts, hats, etc.), and water towers.

Council Action Requested

Approve the Tourism Director's proposed marketing strategy for the City.

Alternatives

Suggest changes to the proposed marketing strategy.

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.4

OTHER BUSINESS

**Receive Quarterly Progress Report from Sherman Economic Development Corporation
Board Chairman Todd Thompson and Vice President Frank Gadek**

Issue

To receive the Sherman Economic Development Corporation's (SEDCO's) quarterly progress report from Board Chairman Todd Thompson and Vice President Frank Gadek

Background

The brief presentation by the SEDCO Board Chairman and Vice President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last five months. SEDCO's last progress report was presented at the September 23, 2010 joint meeting of the SEDCO Board and the City Council.

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: Todd Thompson

Name of Vice Chairman: Juston Dobbs

Date of Report to City Council: February 21, 2011

- 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.
- 2. Please list the top accomplishments of your board within the past quarter. (please limit the list to five or fewer items).**
 - The Board approved a performance agreement with GlobiTech on October 12, 2010.
 - A Promotional Agreement with Austin College was executed on November 4, 2010.
- 3. What are your plans for this board in the next quarter?**
 - The Board and staff will submit a revised 2010-2011 Work Program for City Council approval on February 21, 2011.
 - We wish to express our appreciation to the Council for the patience shown in providing our annual Work Program.
- 4. How often did this board meet in the last quarter?**
 - The SEDCO Board held three (3) regular scheduled meetings and three (3) special called 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 staff pledges to improve communications with the City Council and City staff as we move forward.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.5

OTHER BUSINESS

Discuss and Consider Approval of the Sherman Economic Development Corporation Work Program 2010-2011

Issue

This item will allow the City Council to discuss SEDCO's revised work plan for 2010-2011 and request changes as they see fit.

Background

The SEDCO by-laws require a joint meeting annually between the SEDCO Board and the City Council. The by-laws also state that the SEDCO work program and budget are not complete until they are approved by the City Council. The required joint meeting was held on September 23, 2010; no action was taken on the work program as presented. The SEDCO work program has been revised and is presented for Council discussion and approval.

Origination

SEDCO

Financial Consideration

SEDCO is completely funded by 4A sales tax at the rate of 3/8 cents per \$1 of taxable sales. Therefore, there is no direct financial consideration for the City of Sherman.

Staff Recommendation

The staff recommends that the City Council discuss the SEDCO work program and request any changes that they feel are necessary. The staff further recommends approval of SEDCO's work program in its original or amended form, as the Council sees fit.

Alternatives

The City Council could reject the entire work plan and ask the SEDCO Board to start over completely.

Attachments

SEDCO Work Program 2010-2011 (Draft)

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

**Sherman Economic Development Corporation
Work Program
2010-2011**

Mission

Grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment of primary employers.*

(Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.)

Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted national and international primary employers
- C. Develop a model to recruit targeted large water users
- D. Develop a strategy to recruit targeted Dallas area businesses
- E. Promote and enhance a quality of place
- F. Raise SEDCO's profile within local, statewide, national and international markets

A. Goal: Retain and Expand Existing Primary Employers

Strategy: Conduct a business retention/expansion program, maintaining close ties through regular contact with existing primary employers. Complete 1-3 expansion projects with a total capital investment of \$50M; 10-25 new jobs (\$15.00 median wage rate); 50-150 retained jobs

Actions:

- 1. Visit primary employers a minimum of twice a year to learn about changes in their operations and to seek ways to help them strengthen their Sherman operations (complete employer survey questionnaire and track activity)
- 2. Host at least one annual plant manager appreciation event as a rapport building activity to encourage dialogue among local industry
- 3. Make trips, when invited, to a local company's headquarters

B. Goal: Recruit Primary Employers

Strategy: Develop a marketing strategy to recruit targeted new primary employers. Recruit 1-2 new primary employers with a total

capital investment of \$10-\$40M; 20-100 new jobs (\$15.00 median wage rate)

Actions:

1. Identify targeted industry clusters to maximize marketing efforts
2. Host brokers/site consultants/allies at least one networking event
3. Market available sites to potential investors/developers so that they may become familiar with Sherman
4. Develop and launch lead generation system targeting identified sector niches
5. Purchase a GIS system to enhance technical capabilities for recruitment
6. Update SEDCO internet home page so prospects and site locators can obtain necessary due diligence data
7. Work with regional allies on marketing opportunities
8. Participate in one industry specific trade show to attract new primary employers.
9. Place ads in targeted publications, to create an awareness of availability of buildings, sites and city amenities in Sherman, TX
10. Coordinate a direct mail campaign of targeted employers
11. Conduct marketing trips based results of the direct marketing campaign and trade show leads

C. Goal: Develop a strategy to recruit targeted large water users

Strategy: Develop a recruitment strategy to attract large waters users. Recruit 1-2 primary employers with a water usage of at least 700,000 gallons per day

Actions:

1. Research and identify companies that require large water usage for manufacturing processes obtained from national manufacturing data resources
2. Advertise Sherman's abundant water availability utilizing national ads and the SEDCO internet web page
3. Conduct a direct mail campaign
4. Make prospecting trips based on the results

D. Goal: Develop a strategy to recruit Dallas area businesses

Strategy: Implement a strategy to recruit 1-3 Dallas area businesses to Sherman (Retail or Commercial) with capital investment of \$1-\$5M; 10-50 jobs (\$12 median wage rate)

Actions:

1. Identify targeted companies utilizing the research resources of Co-Star
2. Conduct a direct mail campaign
3. Make prospecting trips to the Dallas area based on marketing results

E. Goal: Promote and enhance a quality of place

Strategy: Identify and participate in the funding of community projects that will create an investment environment for attracting primary employers and other businesses

Actions:

1. Continue participation in the US Hwy75 N. water and sewer extension to Hwy 691 Annual payment of \$255,000.
2. Estimated completion July 2011
3. US Hwy 75 S. ramp improvements south of FM 1417 industrial area (\$1.8M)
4. Participate in Blalock Fire Station Study (\$25K)
5. Funding participation of infrastructure upgrade in downtown Sherman as part of Travis Street redevelopment (\$550)
6. Participate in City's GIS expansion (\$600K)

F. Goal: Raise SEDCO's profile in local, statewide, national, and international Markets

Strategy: Improve and enhance SEDCO's visibility

1. Enhance visibility of SEDCO by evaluating a move to Sherman Youth Center building (\$500K)

Actions:

1. Meet at least monthly with the City Manager and designated staff members to stay current on local development issues.
2. Provide a quarterly results/activity update with potential new developments to the City Council and present an annual report
3. Maintain a relationship with the educational institutions on workforce training opportunities
4. Work with the State, Federal and other agencies such as the Texas Workforce Commission, Office of Economic Development, Economic Development Administration, Small Business Administration, Center for Workplace Learning, and Workforce Texoma on available programs
5. Maintain a good rapport with educational institutions on workforce training opportunities
6. Evaluate ongoing partnerships with the City to enhance infrastructure projects for industrial and commercial businesses



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.6

OTHER BUSINESS

**Receive a City Annexation Presentation
from Executive Director of Planning and Public Works Don Keene**

Issue

A city annexation presentation by Executive Director Don Keene

Background

Growth management through strategic annexation planning is one of the top five priorities of the Sherman Comprehensive Plan. In prior meetings of the Sherman City Council, the S.H. 289 and U.S. 82 corridors have been identified as priority areas for annexation planning. Per Council request, City staff presents this information concerning potential annexation of these corridors.

Origination

City Council

Financial Consideration

The presentation is informational only

Council Action Requested

None required

Alternatives

As determined by the Council

Attachments

None

Prepared by:
Don Keene, Exec. Director - Planning and Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. D.10

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-21-2011

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2011 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

01/03/11 - January 3rd Council meeting cancelled
01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
02/21/11 - Washington's Birthday / Regular Council Meeting
03/03/11 - 12 Noon Long-Term Planning Meeting
03/28/11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
(Annexation of 23.065 acres south of Dripping Springs Road and
west of Cedar Park Village)
07/04/11 - Independence Day - Called Council Meeting on 07/05/11
09/05/11 - Labor Day / Called Council Meeting on 09/06/11