

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 20, 2012
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 CAROLYN S. WACKER](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 6, 2012](#)

Consent Agenda

B.1 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5653](#)

Authorizing Execution of a Development Agreement with Austin College for the Construction of Public Facilities in the City of Sherman

C.2 [* RESOLUTION NO. 5654](#)

Accepting the Proposal of First Texoma National Bank to Allow the Phased Construction of Common Area Improvements in Conjunction with the Phased Sale of Building Sites within the Austin Landing Subdivision

C.3 [* RESOLUTION NO. 5655](#)

Authorizing Execution of an Addendum to the Cable One Commercial Service Agreement dated March 17, 2009, for the City of Sherman's Internet Service

C.4 [* RESOLUTION NO. 5656](#)

Accepting the Contract with Red River Construction Company, Inc. as Complete for the 2010 Wastewater Treatment Plant Improvements

Change Order

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

2010 Wastewater Treatment Plant Improvements; Red River Construction Company, Inc.; \$285.49 Decrease

Other Business

D.2 [OTHER BUSINESS](#)

Consider Request of St. Mary's Catholic Church to Temporarily Close Sparrow Lane between Travis Street and Walnut Street

D.3 [OTHER BUSINESS](#)

Consider Requests of Downtown Sherman Preservation & Revitalization to Temporarily Close Wall Street (between Travis Street and Montgomery Street) and Walnut Street (between Pecan Street and Houston Street) for a St. Patrick's Day Event and to Sell Beer and Wine to the Patrons of the Event

D.4 [OTHER BUSINESS](#)

Receive Presentation from City Engineer Clay Barnett on the City of Sherman's Capital Improvement Projects and the Sherman-Denison Metropolitan Planning Organization's Road Projects

D.5 [OTHER BUSINESS](#)

Receive Presentation from City Attorney Brandon S. Shelby and Consider the Appointment of an Advisory Committee to Develop Minimum Standards and Guidelines for a Downtown Overlay

D.6 [OTHER BUSINESS](#)

Receive Financial Update from Assistant City Manager/CFO Robby Hefton

D.7 [CITIZEN REQUESTS](#)

D.8 [MEDIA QUESTIONS](#)

D.9 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

- Section 551.072 Deliberation Regarding Real Property
(a) Deliberate Regarding the Purchase, Exchange, Lease or Value of Real Property:
 (i) Property at 1424 West Taylor Street, Sherman, Texas
- Section 551.074 Personnel Matters
(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 (i) Planning and Zoning Commission (2)
- Section 551.087 Deliberation Regarding Economic Development Negotiations
(a) Deliberate Regarding Commercial or Financial Information that the City has Received from Business Prospects and Deliberate any Offers or Incentives to the Business Prospects, including the following:
 (i) Property at 4344 Loy Lake Road, Sherman, Texas

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

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: 2-20-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Carolyn S. Wacker, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CAROLYN S. WACKER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 6, 2012

STATE OF TEXAS

§

February 6, 2012

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 6, 2012.

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

MEMBERS ABSENT: COUNCIL MEMBER SMITH.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of January 16, 2012. Deputy Mayor Steele moved to approve the Minutes as presented; Second by Council Member Wacker. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

SPECIAL PRESENTATION

INTRODUCTION OF THE SHERMAN ECONOMIC
DEVELOPMENT CORPORATION'S NEW PRESIDENT

Todd Thompson, Chairman of the Sherman Economic Development Corporation, introduced Scott Connell, who has been hired as SEDCO's new president.

SEDCO'S NEW
PRESIDENT

During the period when SEDCO was without a president, the Board reviewed a survey and met with City Council Members and civic leaders to determine what SEDCO needed to be and where it needed to go. As a result, many new policies and practices have been put into place and they have made decisions about what will and will not receive incentives or tax abatements.

Mr. Thompson added that the last five companies that came to Sherman did not include a tax abatement. They did receive money from incentives.

One main thing the survey revealed was that there seemed to be a lack of urgency and complacency in the organization. Mr. Thompson said they did not want this to be the perception because people in Grayson County that don't have a job, need a job. SEDCO needs to bring those jobs to Grayson County.

Therefore, SEDCO performed a nationwide search for the next president and received applications from approximately 60 people, with five actually having the required credentials.

They interviewed all five candidates and finally selected Scott Connell from Waco, Texas, as the new SEDCO President. Mr. Connell is a graduate of the University of Texas and is a certified Economic Developer. Most recently he was employed with the Waco Chamber of Commerce.

Mr. Thompson highlighted some of Mr. Connell's career including his work with the TexasOne Program, which is a major source of economic development marketing funds for the State of Texas, through the Governor's Office. He also has experience in a community with two airports, one regional and one industrial.

Mr. Connell told Council Members he appreciated the opportunity to come to Sherman and lead SEDCO. He appreciated the confidence that the SEDCO Board has placed in him and said he was excited about the opportunity. He added that Sherman has some tremendous industries and has opportunities and resources that are not available to many cities.

He said he looked forward to working with City Manager George Olson and all the Council Members. He asked them to tell SEDCO how they can serve them and said it was important for them to be good advocates of the community.

Mayor Magers confirmed that Mr. Connell will begin work on February 15, 2012. Council Member Wacker said the Council looks forward to working with him.

Mayor Magers recognized the great job SEDCO and Mr. Thompson did on the extensive search process for a new president. He added that expectations are high. Sherman is a great town with clean air, lots of water, and is next to the fastest growing area in the country.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5732 AND AN APPLICATION TO DRILL AN OIL AND GAS WELL

Mayor Magers introduced Ordinance 5732 and called for a public hearing on the ordinance and on the application to drill an oil and gas well:

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 THE DRILLING OF AN OIL/GAS WELL (SKAGGS #4) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINESS) DISTRICT AT 2300 SKAGGS ROAD, BEING 120 ACRES IN THE FLEMING JENNINGS SURVEY, ABSTRACT NO. 638 AND THE C.C. FITCH SURVEY, ABSTRACT NO. 1556 (JACK AND PATSY PIERCE, MINERAL RIGHTS OWNERS; GREG SPALDING, LONGFELLOW ENERGY, LP, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN

ORD 5732
OIL AND GAS
SUP AND PERMIT

CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5732 or the application to drill an oil and gas well.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5733 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT AT 2612 WEST LAMBERTH ROAD (BEN DYE, OWNER; NATHAN GRAY, NBS DRAFTING AND DESIGN, ARCHITECT; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5733
ZONE CHANGE
(2612 W. LAMBERTH)

Ben Dye, owner of the property, said they are excited about the extension of Lamberth Road and it was a prime choice for one of their tenants.

No other citizens appeared before the City Council to discuss Ordinance 5733.

Mayor Magers introduced Ordinance 5734 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF CIMMARON TRAIL AND PARK AVENUE AND AT THE INTERSECTION OF SEMINOLE DRIVE AND TEJAS DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5734
STOP SIGN

No citizens appeared before the City Council to discuss Ordinance 5734.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5732

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 THE DRILLING OF AN OIL/GAS WELL (SKAGGS #4) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINESS) DISTRICT AT 2300 SKAGGS ROAD, BEING 120 ACRES IN THE FLEMING JENNINGS SURVEY, ABSTRACT NO. 638 AND THE C.C. FITCH SURVEY, ABSTRACT NO. 1556 (JACK AND PATSY PIERCE, MINERAL RIGHTS OWNERS; GREG SPALDING, LONGFELLOW ENERGY, LP, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE

ORD 5732
OIL AND GAS SUP

PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 5733

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-O (OFFICE) DISTRICT AT 2612 WEST LAMBERTH ROAD (BEN DYE, OWNER; NATHAN GRAY, NBS DRAFTING AND DESIGN, ARCHITECT; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5733

**ZONE CHANGE
(2612 W. LAMBERTH)**

Ordinance 5734

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF CIMMARON TRAIL AND PARK AVENUE AND AT THE INTERSECTION OF SEMINOLE DRIVE AND TEJAS DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5734

STOP SIGN

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance Nos. 5732, 5733, and 5734, as presented.

Second by Council Member Howeth.

VOTING AYE: Howeth, Plyler, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5650 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JASON AND DARESA SOFEY UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 116 WEST LAMAR STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JASON AND DARESA SOFEY UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 116 WEST LAMAR STREET.

RES 5650

**CBD HISTORIC BLDG
RESTORATION/
IMPROVEMENT GRANT
(116 W. LAMAR)**

Jason Sofey said he was forced to move his office and operating facility due to an expansion in one of their buildings. He always had a passion for the downtown area and was able to purchase the building at 116 West Lamar

Street from Knight Furniture Company. Currently the building has no electricity, plumbing, or sewer, but Mr. Sofey hopes to get it back on the tax rolls and using water and sewer.

They are excited to be in the downtown area and besides the construction and design; they plan to bring in some of the vendors they work with for some retail business. The retail will include flooring and other household businesses.

Mayor Magers said he expected the project to be first rate. The \$25,000 grant is a one-to-four match and the entire project is estimated to cost \$100,000. The grant is funded by Hotel/Motel Sales Tax to help renovate the downtown area.

Council Member Howeth confirmed that the project is expected to take two months. The building is 5,000 square feet but is a "shell" at this point and has been empty for about 30 years.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 5650, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Plyler, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5651 – SUSPENDING THE MARCH 6, 2012 EFFECTIVE DATE OF ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "COMPANY") REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE ATMOS CITIZEN STEERING COMMITTEE ("ACSC") AND OTHER CITIES IN THE ATMOS MID-TEX SERVICE AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUSPENDING THE MARCH 6, 2012 EFFECTIVE DATE OF ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "COMPANY") REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES. APPROVING COOPERATION WITH THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND OTHER CITIES IN THE ATMOS MID-TEX SERVICE AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

**RES 5651
ATMOS STEERING
COMMITTEE FOR
RATE CHANGE**

Brandon Shelby, City Attorney, explained that the City is suspending the effective date of the ATMOS rate increase to work with the consultants in the steering committee, of which Sherman is a member. The committee will review the request for a rate increase and hopefully negotiate a smaller increase.

Mayor Magers said ATMOS is a “fixed-cost” business and the gas rates are going down. He explained that Sherman is a member of a consortium which handles the proposed rate increases.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 5651, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Plyler, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5652 – AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT.

CONSENT AGENDA.

RES 5652
ANNUAL CHEMICALS
FOR WTP

OTHER BUSINESS

CONSIDER LONGFELLOW ENERGY, LP’S APPLICATION FOR A PERMIT TO DRILL AN OIL AND GAS WELL (SKAGGS #4) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINES) DISTRICT AT 2300 SKAGGS ROAD, BEING 120 ACRES IN THE FLEMING JENNINGS SURVEY, ABSTRACT NO. 638 AND THE C.D. FITCH SURVEY, ABSTRACT NO. 1556

The City Council approved the application from Longfellow Energy, LP to drill an oil/gas well at 2300 Skaggs Road. They also applied for a specific use permit earlier in the meeting.

CONSENT AGENDA.

LONGFELLOW
ENERGY OIL & GAS
WELL PERMIT
(SKAGGS #4)

APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING DECEMBER 31, 2011

The City Council approved the Investment Reports for the quarter ending December 31, 2011. As of the end of the quarter, both portfolios were in compliance with applicable State laws and the City’s internal Investment Policy.

QUARTERLY
INVESTMENT
REPORTS

The Operating Portfolio had a book value of about \$21.8 million, up about \$0.8 million from three months ago. This

portfolio is appropriately liquid and its weighted-average maturity decreased to about 250 days, down from 262 days last period because of investments maturing during the quarter. The portfolio yield of 0.48% for the quarter is higher than the benchmark yield of 0.06%. 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 \$0.2 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 0.12% for the quarter was slightly higher than the benchmark yield. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

Deputy Mayor Steele said he was excited about the SEDCO activity and looked forward to Mr. Connell being "on board."

SEDCO

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

Council Member Wacker agreed with Deputy Mayor Steele's comments about SEDCO and felt the Council was looking at a good year in Sherman.

SEDCO

SHERMAN HIGH SCHOOL GIRL'S BASKETBALL

Council Member Softly congratulated the Sherman High School Girl's Basketball Team for their back-to-back District Championships.

SHS GIRL'S BASKETBALL

SHERMAN HIGH SCHOOL GIRL'S BASKETBALL

Council Member Howeth said the Girl's Basketball Team plays against Denison tomorrow night, and then it will be "complete."

SHS GIRL'S BASKETBALL

DOWNTOWN RETAIL ZONE

Mayor Magers said the Council is trying to make it easier to renovate the older downtown buildings and spur development.

He asked the staff to look at developing a special retail zone in downtown Sherman, to help the vendors and restaurants bring business to the area. He verified that the staff is almost ready to bring the proposal back to the Council.

DOWNTOWN RETAIL ZONE

He was proud of what the Council has done in the past five years to help the downtown area flourish without putting the cost on the taxpayers. He felt the City is beginning to see some results from the programs.

UPDATE ON STREET PROJECTS

Mayor Magers asked that the staff provide an update on street projects that are coming up, especially the Texas Department of Transportation project around the downtown square. That project is scheduled to begin soon. He felt it was important for the community to support the downtown and make it easier to do business in that area, without “burning” the taxpayer.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:23 p.m.

STREET PROJECTS

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. B.1

CONSENT AGENDA

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C.2 * RESOLUTION NO. 5654

Accepting the Proposal of First Texoma National Bank to Allow the Phased Construction of Common Area Improvements in Conjunction with the Phased Sale of Building Sites within the Austin Landing Subdivision

C.3 * RESOLUTION NO. 5655

Authorizing Execution of an Addendum to the Cable One Commercial Service Agreement dated March 17, 2009, for the City of Sherman's Internet Service

C.4 * RESOLUTION NO. 5656

Accepting the Contract with Red River Construction Company, Inc. as Complete for the 2010 Wastewater Treatment Plant Improvements

D.1 * CHANGE ORDER NO. 1

2010 Wastewater Treatment Plant Improvements; Red River Construction Company, Inc.; \$285.49 Decrease



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. C.1

RESOLUTION NO. 5653

**Authorizing Execution of a Development Agreement with Austin College
for the Construction of Public Facilities in the City of Sherman**

Issue

The construction of public facilities to be dedicated to the City of Sherman

Background

Austin College proposes to construct a 6' water main inside its campus to serve a new building.

Origination

Department of Engineering

Financial Consideration

The City will receive a "Review and Testing" fee of \$211.47.

Staff Recommendation

Staff recommends approval of the Development Agreement.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5653

Development Agreement

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH AUSTIN COLLEGE FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN 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 Austin College for the construction of public facilities in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
CITY OF SHERMAN AND AUSTIN COLLEGE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012 (the "Effective Date"), by and among City of Sherman ("City"), a municipal corporations organized under the laws of the State of Texas, and Austin College_____ ("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, the Developer desires that the City accept the dedication of the utility 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 Accuracy of Documents:** Developer has caused the plans and specifications (the "plans") for the utility improvements to be developed as public facilities of the City, to be prepared by a Registered Professional Engineer and that Plans accurately depict such improvements comprising the Project.

Developer understands that the City will rely on the accuracy of the plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

2. **Development Documents:** Upon the execution of this Agreement, Plans, and orders of the City Council, made in connection with the approval of the plans are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "A". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract; 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 Plans, orders of 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.
3. **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.
4. **Availability of Public Facilities:** No public facilities will be made available to any lot until the work on each segment is performed and approved as agreed upon in this Agreement.
5. **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.
6. **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.

7. **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.
8. **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.
9. **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.

10. 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.

11. 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.

12. Other Provisions:

- a. Upon Completion of the utility improvements 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 \$ 211.47.
- 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 Engineering and Utilities

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

PHONE: 903-892-7210

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: John Jennings
Austin College

ADDRESS: 900 North Grand Avenue,
Sherman, TX 75090

PHONE: 903-813-2410

FAX: 903-813-2407

- 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. 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 _____ day of _____ 2012, with an original to each party.

DEVELOPER:

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5654**

Accepting the Proposal of First Texoma National Bank to Allow the Phased Construction of Common Area Improvements in Conjunction with the Phased Sale of Building Sites within the Austin Landing Subdivision

Issue

Agreement with First Texoma National Bank (“Bank”) providing for the phased development of common improvements in the Austin Landing Subdivision

Background

The developer of the Austin Landing Subdivision has returned the property to the First Texoma National Bank. Sidewalks in common areas and one detention pond were not constructed by the Developer in accordance with the requirements of the existing Developer’s contract. The construction of these facilities is required prior to the construction of homes within the subdivision.

The Bank proposes a phased construction of the remaining improvements in conjunction with a phased sale of lots to fund the required improvements. As groups of lots are sold, funds will be applied to the construction of common improvements required by the City. Lot 19 of Block A will be incorporated into the required detention basin.

Origination

Department of Engineering

Financial Consideration

None. The new developer (First Texoma National Bank) will bear all costs.

Staff Recommendation

It is recommended that First Texoma National Bank’s proposal be approved.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5654; Proposal; Sketch; and Location Map

Prepared by:

Mark Gibson, Director of Engineering & Utilities

Approved by:

George Olson, City Manager

RESOLUTION NO. 5654

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE PROPOSAL OF FIRST TEXOMA NATIONAL BANK TO ALLOW THE PHASED CONSTRUCTION OF COMMON AREA IMPROVEMENTS IN CONJUNCTION WITH THE PHASED SALE OF BUILDING SITES WITHIN THE AUSTIN LANDING SUBDIVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to accept the proposal received from First Texoma National Bank to allow the phased construction of common area improvements in conjunction with the phased sale of building sites within the Austin Landing Subdivision to the City of Sherman, Grayson County, Texas, pursuant to the terms and conditions of the proposal attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2012.

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**



First Texoma National Bank

P.O. Box 309 • Durant, OK 74702
(580) 924-4242 • FAX (580) 924-9220

23 January 2012

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

Re: Proposal For Austin Landing Subdivision

Mr. Gibson,

Thank you and your associates for taking the time to meet with us concerning the matter of Austin Landing.

Purpose

The purpose of this correspondence is to submit a proposal for a solution to get Austin Landing Subdivision sold for First Texoma National Bank and to generate tax revenue for the City of Sherman through new home construction.

The Problem

Currently the City of Sherman is requiring that the North water basin and all public sidewalks with handicap ramps be installed before any construction permits will be allowed. The Bank is not in a position to invest the total amount needed up front for the completion of said improvements.

The Solution

The Bank is proposing a compromise between the City and the Bank which will benefit both parties. The Bank is proposing that the City allow it to install only the water basin at this time and that the City permit the bank to start selling lots upon the completion of the basin.

There are 68 residential lots remaining in the subdivision. It is further proposed that the completion of the sidewalks and handicap ramps be done in the following manner:

Phase I (yellow)

The City will permit the bank to sell the first 17 lots, after which the Bank will install the first 1,000 feet of sidewalk and 4 handicap ramps beginning at the South entrance of the subdivision and running along the South side of North Creek (shown on the Plat in yellow).

Phase II (Pink)

After completion of the first 1,000 feet of sidewalk and 4 handicap ramps (Phase I), The city will allow the next 17 lots to be sold, after which the Bank will install the next 1,027 feet of sidewalk and 4 more handicap ramps running along North Creek on the North side extending to Liberty Drive (shown on the plat in pink).

Phase III (green)

After completion of the second section of 1,027 feet of sidewalk and 4 handicap ramps (Phase II), The City will allow the sale of the next 17 lots after which the Bank will install the remainder of the sidewalks and handicap ramps (shown on the Plat in green).

After the Bank completes Phase III, the city will allow the remainder of the lots to be sold.

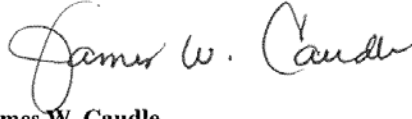
Conclusion

We believe that the sale of the lots and the development of the Austin Landing Subdivision will get the property sold to the benefit of the Bank and will help the City generate tax revenue. It will also greatly enhance the Community by creating jobs through new home construction and home sales. It will also generate more tax revenue for the City by attracting people to move to and shop in the area.

Local Realtors are experiencing a big demand for homes in this location and an appetite for homes of this size and in this price range. There are no other developed subdivisions of this kind in this area.

We believe that the acceptance of this proposal will benefit all parties and also the citizens of Sherman.

Respectfully submitted,

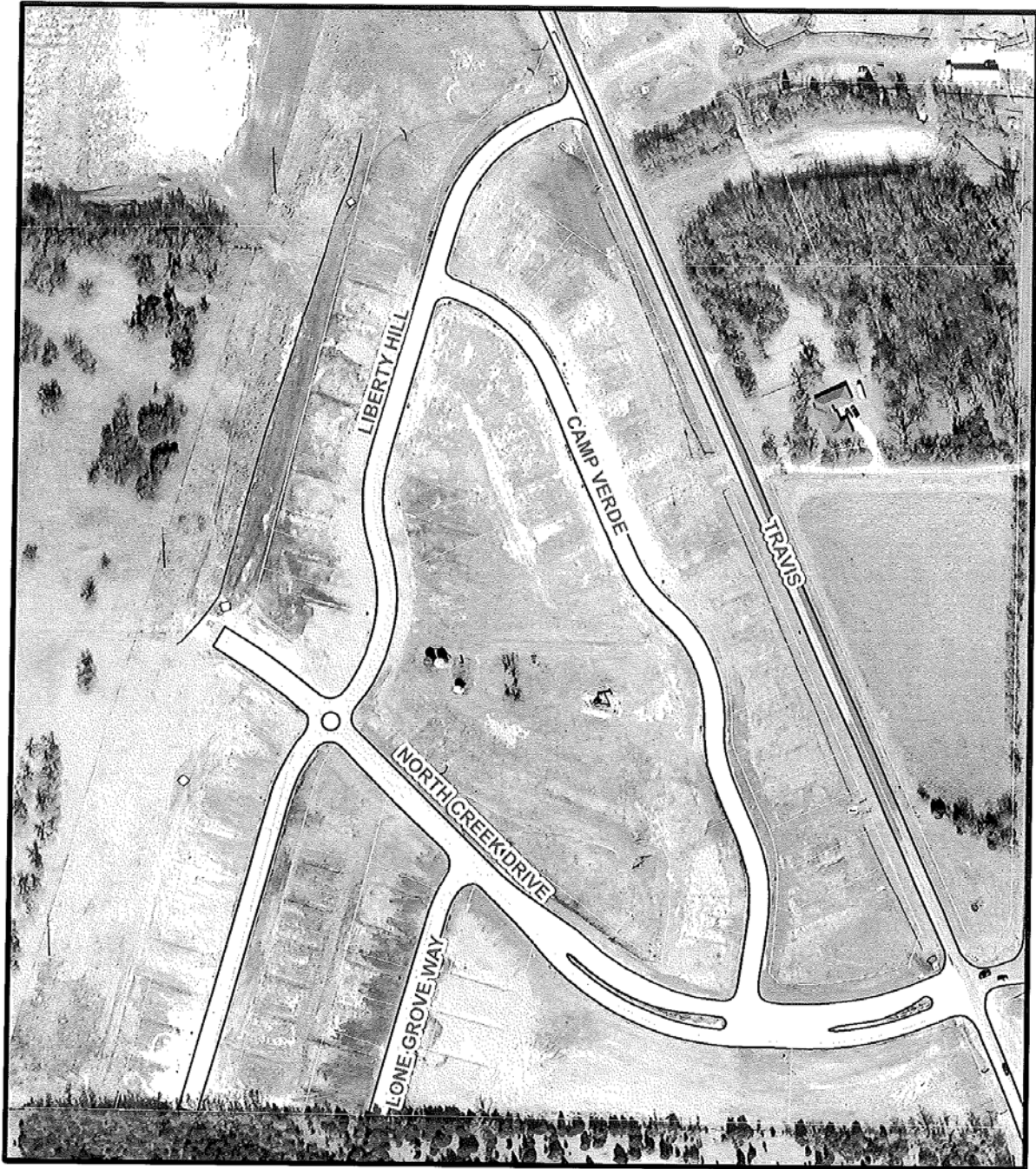
A handwritten signature in black ink that reads "James W. Caudle". The signature is written in a cursive style with a large, stylized "J" and "C".

**James W. Caudle
Vice Chairman
First Texoma National Bank**

Note: For the purposes in this proposal the words:

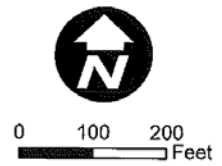
"City" is referring to "The city of Sherman"

"Bank" is referring to "First Texoma National Bank"



Sherman
CLASSIC TOWN. BROAD HORIZON.
City of Sherman, Texas
Engineering Department

Austin Landing





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5655**

Authorizing Execution of an Addendum to the Cable One Commercial Service Agreement dated March 17, 2009, for the City of Sherman's Internet Service

Issue

To consider accepting the addendum to the Cable One Commercial Service Agreement dated March 17, 2009, to increase the City's Internet bandwidth capacity from 5Mbps to 15Mbps

Background

As with many organizations today, Internet usage has become an integral part of the City's daily work. Bandwidth usage figures indicate that the City frequently reaches maximum capacity at 5Mbps, leading to slow upload/download time or the inability to connect online at all. The City needs to increase bandwidth to provide constant and reliable Internet connections to perform daily business functions.

Origination

Computer Services Department

Financial Consideration

Cable One's current market rate for 15Mbps is \$1,450.00 per month. We currently pay \$1,075.00 per month for 5Mbps. Therefore, our monthly charge will increase by \$375.00 per month to triple our bandwidth. Funds are available in the current budget to support this increase.

Staff Recommendation

City staff recommends accepting the Addendum to the Cable One Commercial Service Agreement dated March 17, 2009, to increase the City's bandwidth to 15Mbps.

Alternatives

None recommended

Attachments

Resolution No. 5655

Addendum to the City of Sherman Agreement with Cable One, Inc.

Cable One Commercial Service Agreement dated March 17, 2009

Prepared by:

Tammy Davis, Director of Support Services

Approved by:

George Olson, City Manager

RESOLUTION NO. 5655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADDENDUM TO THE CABLE ONE COMMERCIAL SERVICE AGREEMENT DATED MARCH 17, 2009, FOR THE CITY OF SHERMAN'S INTERNET SERVICE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Addendum to the Cable One Commercial Service Agreement dated March 17, 2009, to increase the City's bandwidth capacity from 5Mbps to 15Mbps, in accordance with the terms and conditions set forth in said addendum, a copy of which is attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2012.

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**



Addendum to The City of Sherman Agreement

This Addendum Dated FEBRUARY 7th, 2012 modifies the agreement dated; the 17th day of March, 2009 by and between Cable One, Inc. ("Cable One") Located at 1314 North Third Street, Phoenix, AZ 85007 and The City of Sherman ("Subscriber") located at 405 North Rusk, Sherman, TX 75090, for the provision of data connections between 1 buildings ("Agreement").

Without change to any other terms of the Agreement, this addendum modifies Appendix A of the Agreement in that it outlines and defines the increase of Internet Bandwidth Capacity to 15Mbps from the 5Mbps that Cable One is currently providing to The City of Sherman and this Addendum shall co-terminate with the original Service Agreement. The additional Internet Bandwidth Capacity Increase to be added to Exhibit A is 10Mbps.

The following cost information is not added to Appendix A, but is agreed to by the parties as the cost to implement the additional Internet Bandwidth Capacity.

Monthly service fee for this additional 10Mbps Internet Service is:	\$375.00
These fees will be in <i>addition</i> to the current 5Mbps fees of:	\$1,075.00
Total <i>Cumulative</i> Monthly service fee for 15Mbps Internet Service:	\$1,450.00

All other Terms & Conditions of the original Service Agreement between Cable One, Inc. and The City of Sherman will continue without change.

The City of Sherman:

By: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

CABLEONE, INC.

By: [Signature]

Printed Name: MIKE E. BOWLES

Title: VP SALES

Address: 1314 N. 3rd Street

Phoenix, AZ 85007

Phone: (602) 364-6000

Date: 2/7/12



CABLE ONE COMMERCIAL SERVICE AGREEMENT

This Commercial Service Agreement ("Agreement") is made this 17th day of March, 2009 by and between Cable One, Inc. ("Cable ONE") located at 1314 N. 3rd Street, Phoenix, AZ 85004 and The City of Sherman ("Subscriber"), located at 405 North Rusk, Sherman, Texas 75019.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable ONE shall provide fiber optic Internet service ("Data Service") to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: FEES

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

Monthly Charge:	\$ 1,075.00	Other: \$ 0.00	Total: \$1,075.00
Installation Charge:	\$ 0.00	Other: \$ 0.00	Total: \$ 0.00
Construction Charge:	\$ 2,000.00	Other: \$ 0.00	Total: \$ 2,000.00

SECTION 3: TERM

This Agreement shall remain in effect for a term of 36 months commencing on the service date of June 22, 2009 and shall be automatically renewed for a subsequent term of 12 months unless terminated prior to the end of any term by Cable ONE or Subscriber by at least 30 days written notice given to the other at the address shown herein (or such other address as is subsequently provided in writing). The monthly charge may increase in any renewal term by the lesser of 4% or change in the CPI.

SECTION 4: ENGINEERING REVIEW

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

SECTION 5: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable ONE (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable ONE, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Cable ONE to use existing pathways into and in each Building. Cable ONE-owned equipment provided to Subscriber hereunder shall be maintained by Cable ONE in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable ONE, in a timely manner, when repair or maintenance is necessary. Except for Cable ONE's maintenance obligations as set forth herein, Subscriber shall indemnify Cable ONE and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment. Subscriber shall provide Cable ONE with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable ONE shall retain ownership of all equipment provided hereunder, including all data

transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable ONE-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable ONE-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable ONE of its move. Cable ONE will relocate the Cable ONE-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable ONE all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable ONE with reasonable access to such Premises for purpose of removing any Cable ONE-owned equipment. Cable ONE shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION #6: USE OF DATA SERVICE AND EQUIPMENT

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

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

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable ONE may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable ONE reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable ONE or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

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

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

SECTION #8: COPYRIGHT MATERIALS

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

SECTION #9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

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

SECTION #10: RIGHT TO MONITOR AND DISCLOSE CONTENT

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

SECTION #11: SUBSCRIBER PASSWORDS

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

SECTION #12: SUBSCRIBER PRIVACY

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

SECTION #13: ASSIGNMENT

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

SECTION #14: TERMINATION BY CABLE ONE

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

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

SECTION #15: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

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

SECTION #16: LIMITATION OF LIABILITY

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

SECTION #17: INDEMNIFICATION

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

SECTION #18: NONDISCLOSURE

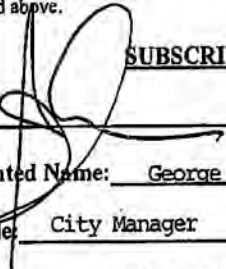
- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that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

SECTION #19: MISCELLANEOUS:

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

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

SUBSCRIBER:

By: 

Printed Name: George Olson

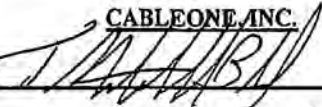
Title: City Manager

Address: P. O. Box 1106

Sherman, Texas 75091-1106

Phone: (903) 892-7201

CABLEONE INC.

By: 

Printed Name: MICHELLE BLAND

Title: VICE PRESIDENT

Address: 1314 N. 3rd Street

Phoenix, AZ 85007

Phone: (602) 364-6000

Appendix A

SERVICE DESCRIPTION:

CABLE ONE WILL PROVIDE THE CITY OF SHERMAN WITH 5MBS OF SYMMETRICAL INTERNET ACCESS WITH A CATEGORY V ETHERNET CABLE HANDOFF. THIS SERVICE WILL INTERFACE WITH THE CITY OF SHERMAN LAYER 3 ROUTER/SWITCH EQUIPMENT LOCATED AT THE ADDRESS SPECIFIED BELOW.

INCLUDED IN THIS SERVICE WILL BE 16 STATIC IP ADDRESSES IN THE FORM OF A CLASS C SUBNET, WITH THE SUBNET MASK OF 255.255.255.240 (/28), OF WHICH 13 ARE USABLE.

DEVELOPER WEB HOSTING PLAN IS INCLUDED WITH THIS SERVICE, WHICH INCLUDES 80GB OF DISK SPACE WITH UNLIMITED SITE TRAFFIC ALLOWANCE, DOMAIN NAME SERVICE AND 1,000 HOSTED EMAIL ACCOUNTS (1,000MB PER ACCOUNT). FOR ADDITIONAL DETAILS REGARDING THE DEVELOPER HOSTING PLAN, PLEASE VISIT [HTTP://HELP.CABLEONEHOSTING.NET/PLANS/HOSTING-COMPARE.HTML](http://help.cableonehosting.net/plans/hosting-compare.html).

SITE NAMES:

THE CITY OF SHERMAN

SITE ADDRESSES:

405 NORTH RUSK
SHERMAN, TEXAS 75019

SUBSCRIBER

INITIALS

CABLE ONE COMMUNICATIONS

Page 7

CABLE ONE

INITIALS

2/15/2009



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5656**

**Accepting the Contract with Red River Construction Company, Inc. as Complete
for the 2010 Wastewater Treatment Plant Improvements**

Issue

To consider acceptance of the contract with Red River Construction Company, Inc. as complete for the 2010 Wastewater Treatment Plant Improvements

Background

Red River Construction Company, Inc. has completed all work required under their contract for improvements at the City's Wastewater Treatment Plant. The improvements included domes for the biological clarifiers and mixer improvements in the equalization basin.

Origination

Greater Texoma Utility Authority (GTUA)

Financial Consideration

The project was funded through a GTUA revenue bond issue.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5656

Project Completion Certifications

Project Location Map

Prepared by:
Mark Gibson, Director of Engineering and Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5656

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY, INC. AS COMPLETE FOR THE 2010 WASTEWATER TREATMENT PLANT IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has entered into a Contract for the Sherman 2010 Wastewater Treatment Plant (WWTP) Improvements with Red River Construction Company, Inc.; and

WHEREAS, representatives of the City of Sherman and the project engineer have inspected the Sherman WWTP Improvements and found the project to be complete;

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

SECTION 1. That the City of Sherman hereby formally accepts the contracted work of Red River Construction Company, Inc. for the Sherman WWTP Improvements 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 _____, 2012.

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**



**PERKINS
ENGINEERING
CONSULTANTS, INC.**

6001 Interstate 20 West
Suite 219
Arlington, TX 76017
Office 817-719-0372
Fax 817-719-0122
www.perkinsconsultants.com

February 13, 2012

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

RE: City of Sherman, Texas
2010 WWTP Improvements

Dear Mr. Chapman,

Enclosed please find four copies of the contractor's final pay request and final change order for the above referenced project. We recommend approval of the change order, release of retainage and final payment to Red River Construction Company.

On January 12, 2012, representatives from the Authority, City of Sherman, Texas Water Development Board, Red River Construction Company, and Perkins Engineering Consultants conducted a walkthrough of the project. Several items were identified for correction and we understand all of these items have been completed. Based on our site visits and discussions with the City and the Contractor, we believe the work has been completed in general accordance with the contract documents.

We recommend a date of February 6, 2012 for project completion and start of the one-year warranty period. We have received as-built documents from the Contractor and will forward record drawings upon completion. Please contact me if you have any questions.

Sincerely,

James S. McMillen, P.E.
Perkins Engineering Consultants, Inc.
6001 Tim Ro, 56099

Cc: Mark Gibson, P.E., City of Sherman, Texas
Wayne Kuse, City of Sherman, Texas
Dean Crenshaw, Texas Water Development Board
Kendall Box, Red River Construction Company.

RED RIVER CONSTRUCTION CO.

GENERAL CONTRACTOR

WATER TREATMENT FACILITIES

2/3/12

Mr. James McMillen, P.E.
Perkins Engineering Consultants, Inc.
6001 Interstate 20 West, Suite 219
Arlington, Texas 76017

Re: GTUA Sherman WWTP Improvements-Final Completion

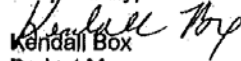
James,

We have completed all of the items on the punch list and are requesting Final Completion.

The As-Builts will be sent to your office.

If you have any questions, do not hesitate to contact me.

Respectfully,


Kendall Box
Project Manager

2804 CAPITAL STREET
WYLLIE, TEXAS 75098

Phone: (972) 578-0127
Fax: (972) 578-1043

CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: GTUA Sherman WWTP Improvements

OWNER: City of Sherman

CONTRACTOR: Red River Construction Co.

ENGINEER: Perkins Engineering Consultants, Inc.

The contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: NONE

RED RIVER CONSTRUCTION CO.

By: Kendall Box

Kendall Box, Project Manager

Subscribed and sworn to before me this 16th day of January, 2012

Notary Public:

Lisa Hill

My Commission Expires: 2/21/14



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Project: City of Sherman, Texas, 2010 Wastewater Treatment Plant Improvements
To (Owner):

Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Contract For: See above

Contract Date:

Contractor:

Red River Construction Co.
2804 Capital Street
Wylie, TX 75098

In accordance with the provision of the Contract between the Owner and the Contractor as defined above, the **Colonial American Casualty and Surety Company**
1400 American Lane, Tower I, 19th Floor
Schaumburg, IL 60196-1056

, SURETY COMPANY,

on bond of **Red River Construction Co.**
2804 Capital St.
Wylie, TX 75098

, CONTRACTOR

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

, OWNER

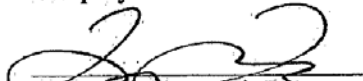
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 17th day of January, 2012.

**Colonial American Casualty and Surety
Company**

Witness:


Tracy Tucker, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Tracy TUCKER, W. Lawrence BROWN, Kevin J. DUNN and Steven TUCKER**, all of **Worth, Texas**, **HALEY** as true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver (for and on his behalf as stated) and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Regulators, Community Survivors and Community Guardians**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Tracy TUCKER, Tobin TUCKER, W. Lawrence BROWN, Kevin J. DUNN, Steven TUCKER, dated October 12, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 2nd day of September, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gerald F. Haley By: *Frank E. Martin Jr.*
Gerald F. Haley Assistant Secretary Frank E. Martin Jr. Vice President

State of Maryland } ss:
City of Baltimore

On this 2nd day of September, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski
Maria D. Adamski Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

CERTIFICATE

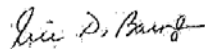
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 17th day of January, 2012


Assistant Secretary

State of: Texas

County of: Collin

FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

WHEREAS, THE UNDERSIGNED Dean Porter of Red River Construction, Co. has been employed by City of Sherman, Texas, Owner, for construction of Sherman Waste Water Treatment Plant

NOW, THEREFORE, the undersigned, for and in consideration of the sum of One Million Four Hundred Twenty Three Thousand Five Hundred Fifth teen Dollars and Twenty One Hundredths (\$1,423,515.21) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Texas, relating to Mechanics' Lien with respect to and on the above described facility and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Agency on account of labor services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time thereafter, by the undersigned for the above described facility.

Dated this 16th day of JANUARY, 2011.

(Affix Corporate Seal Here)

By Red River Construction, Co.
(Name of Corporation)

ITS

(Signature of Authorized Representative)
Dean Porter, President



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

**2010 Wastewater Treatment Plant Improvements;
Red River Construction Company, Inc.; \$285.49 Decrease**

Issue

Change Order No. 1 is a reconciliatory change order to adjust final project costs for the clarifier domes and mixer improvements at the Sherman Wastewater Treatment Plant.

Background

The project consisted of placing three domes on the biological clarifiers and replacing the mixing equipment in the equalization basin.

Origination

Department of Utility Services
Greater Texoma Utility Authority

Financial Consideration

The change order results in a \$285.49 decrease in the contract amount, yielding a revised final contract price of \$1,423,514.51.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Engineer's Correspondence
Change Order No. 1
Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager



**PERKINS
ENGINEERING
CONSULTANTS, INC.**

6001 Interstate 20 West
Suite 219
Arlington, TX 76017
Office 817-719-0372
Fax 817-719-0122
www.perkinsconsultants.com

February 13, 2012

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

RE: City of Sherman, Texas
2010 WWTP Improvements

Dear Mr. Chapman,

Enclosed please find four copies of the contractor's final pay request and final change order for the above referenced project. We recommend approval of the change order, release of retainage and final payment to Red River Construction Company.

On January 12, 2012, representatives from the Authority, City of Sherman, Texas Water Development Board, Red River Construction Company, and Perkins Engineering Consultants conducted a walkthrough of the project. Several items were identified for correction and we understand all of these items have been completed. Based on our site visits and discussions with the City and the Contractor, we believe the work has been completed in general accordance with the contract documents.

We recommend a date of February 6, 2012 for project completion and start of the one-year warranty period. We have received as-built documents from the Contractor and will forward record drawings upon completion. Please contact me if you have any questions.

Sincerely,

James S. McMillen, P.E.
Perkins Engineering Consultants, Inc.
1001 Tenth Avenue

Cc: Mark Gibson, P.E., City of Sherman, Texas
Wayne Kuse, City of Sherman, Texas
Dean Crenshaw, Texas Water Development Board
Kendall Box, Red River Construction Company.



PERKINS
ENGINEERING
CONSULTANTS, INC.

CHANGE ORDER (CO)

Date of Issuance: January 18, 2012

Effective Date: _____

Owner: GTUA / CITY OF SHERMAN, TEXAS	Project Number
Project: 2010 WASTEWATER TREATMENT PLANT IMPROVEMENTS	Owner:
Contractor: RED RIVER CONSTRUCTION COMPANY, INC.	Contractor:
Engineer: PERKINS ENGINEERING CONSULTANTS, INC.	Engineer: SHE 10-001
Re: INCORPORATE PCM'S AND CMR'S.	C.O. No. 001

The Contract Documents are modified as follows upon execution of this Change Order:	
Description:	Incorporates PCM 001, PCM 002, CMR 002 and CMR 003 into the contract.
Attachments: (List documents supporting change): PCM 001, PCM 002, CMR 002, CMR 003	

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working Days ☒ Calendar Days
<u>\$1,423,800.00</u>	Substantial completion (days or date): <u>Nov. 15, 2011 (270 days)</u>
	Final Completion (days or date): <u>Dec. 15, 2011 (360 Days)</u>
Change from previously approved Change Orders	Change from previously approved Change Orders
from No. _____ to No. _____	from No. <u>N/A</u> to No. <u>N/A</u>
<u>\$0</u>	Substantial completion (days): <u>N/A</u>
	Final Completion (days): <u>N/A</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$1,423,800.00</u>	Substantial completion (days or date): <u>Nov. 15, 2011 (270 days)</u>
	Final Completion (days or date): <u>Dec. 15, 2011 (360 Days)</u>
Change of this Change Order:	Change of this Change Order:
<u>(\$285.49)</u>	Substantial completion (days or date): <u>Dec 15, 2011 (30 days)</u>
	Final Completion (days or date): <u>Jan 14, 2012 (30 days)</u>
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$1,423,514.51</u>	Substantial completion (days or date): <u>Dec 15, 2011 (30 days)</u>
	Final Completion (days or date): <u>Jan 14, 2012 (30 days)</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
James McMillen, TXPE 92688 Perkins Engineering Consultants, Inc. TXPE F-8699	Greater Tarrant County Authority / City of Sherman, Texas	Contractor (Authorized Signature)
Date: <u>2/13/2012</u>	Date: <u>1/18/12</u>	Date: <u>1/18/12</u>
Approved by Funding Agency (if applicable): _____	Date: _____	Date: _____



PERKINS
ENGINEERING
CONSULTANTS, INC.

PROPOSED CONTRACT MODIFICATION (PCM)

OWNER	GTUA / CITY OF SHERMAN	PROJECT NO.	
PROJECT	2010 WASTEWATER TREATMENT IMPROVEMENTS	OWNER	
CONTRACTOR	RED RIVER CONSTRUCTION, INC.	CONTRACTOR	262
ENGINEER	PERKINS ENGINEERING CONSULTANTS, INC.	ENGINEER	SHE 10-001
RE:	SUBMERSIBLE PUMP MOISTURE CONTROL AND WARRANTY	PCM NO.	001

NOTIFICATION TO CONTRACTOR:

WE ARE CONSIDERING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

☐ NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT. A FIELD ORDER WILL BE ISSUED.

☒ SUBMIT A PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE.

☐ A CHANGE ORDER WILL BE ISSUED FOR PAYMENT AT THE UNIT PRICE BID.

☐ PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: JAMES MCMILLEN DATE: 4/16/2011

CONTRACTOR'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

☐ WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE, ISSUE FIELD ORDER.

☒ WE SUBMIT THE ATTACHED PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE. TOTAL COST IS \$ - \$ 7841.83

☐ WE ARE PROCEEDING WITH THE CHANGE AT THE UNIT PRICE BID.

☐ WE ARE PROCEEDING WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: [Signature] DATE: 6/9/11

04/19/2011

ACTION TAKEN:

☐ PROPOSED CONTRACT MODIFICATION REJECTED. CONTRACTOR NOTIFIED NOT TO PROCEED.

☒ FIELD ORDER ISSUED: NO

☒ CHANGE ORDER ISSUED: NO

DATE: 1 (FUTURE)

DATE: TBD

DATE: TBD

BY: [Signature]

06/20/2011

INSTRUCTIONS:

OW.

DESCRIPTION OF CONTRACTOR'S PRICE FOR PROPOSED MODIFICATION

PROJECT: Sherman 2010 Wastewater Treatment Plant Improvements
 OWNER: Greater Texoma Utility Authority
 CONTRACTOR: RED RIVER CONSTRUCTION CO.
 ENGINEER: Perkins Engineering Consultants, Inc.
 REFERENCE: Delete Oil Sensors from the chopper pumps and change cable
as per PCM #001

PROJECT NUMBER

TWDB CWSRF #72300

262

SHE 10-001

Date: May, 31, 2011

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

The deletion of the oil chamber sensors from the chopper pumps and the revised cabling will provide a credit as follows:

1 lot Additional Conduit		\$1,912.00
1 lot Deleted Conduit		(\$6,211.00)
1 lot Miscellaneous tools, etc.		(\$807.00)
8 hrs Additional Electrical Labor	27.60	\$220.80
-69 hrs Deleted Electrical Labor	27.60	(\$1,904.40)
2 hrs Supervision	37.50	\$75.00
40% Labor Burden		(\$643.44)
	SUBTOTAL:	(\$7,358.04)
5% Contractor's Fee		(\$367.90)
Bond		(\$115.89)
	TOTAL:	(\$7,841.83)

Prepared by: Red River Construction Co.

By: DRK

Dean Porter, President



PERKINS
ENGINEERING
CONSULTANTS, INC.

PROPOSED CONTRACT MODIFICATION (PCM)

OWNER	GTUA / CITY OF SHERMAN	PROJECT NO.
PROJECT	2010 WASTEWATER TREATMENT IMPROVEMENTS	OWNER
CONTRACTOR	RED RIVER CONSTRUCTION, INC.	CONTRACTOR 262
ENGINEER	PERKINS ENGINEERING CONSULTANTS, INC.	ENGINEER SHE 10-001
RE:	SUBMERGIBLE PUMP MOISTURE CONTROL AND WARRANTY	PCM NO. 001

NOTIFICATION TO CONTRACTOR:

WE ARE CONSIDERING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

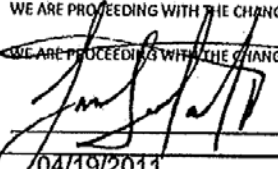
- ☐ NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT. A FIELD ORDER WILL BE ISSUED.
- ☒ SUBMIT A PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE.
- ☐ A CHANGE ORDER WILL BE ISSUED FOR PAYMENT AT THE UNIT PRICE BID.
- ☐ PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: JAMES MCMILLEN DATE: 4/15/2011

CONTRACTOR'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- ☐ WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. ISSUE FIELD ORDER.
- ☐ WE SUBMIT THE ATTACHED PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE. TOTAL COST IS \$
- ☐ WE ARE PROCEEDING WITH THE CHANGE AT THE UNIT PRICE BID.
- ☐ WE ARE PROCEEDING WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY:  DATE: 04/19/2011

ACTION TAKEN:

- ☐ PROPOSED CONTRACT MODIFICATION REJECTED. CONTRACTOR NOTIFIED NOT TO PROCEED.

☐ FIELD ORDER ISSUED: NO: DATE:

☐ CHANGE ORDER ISSUED: NO: DATE:

BY: DATE:

INSTRUCTIONS:

OW,



PERKINS
ENGINEERING
CONSULTANTS, INC.

PROPOSED CONTRACT MODIFICATION (PCM)

OWNER	GTUA / CITY OF SHERMAN	PROJECT NO.	
PROJECT	2010 WASTEWATER TREATMENT IMPROVEMENTS	OWNER	
CONTRACTOR	RED RIVER CONSTRUCTION, INC.	CONTRACTOR	262
ENGINEER	PERKINS ENGINEERING CONSULTANTS, INC.	ENGINEER	SHE 10-001
RE:	SUBMERSIBLE PUMP MOISTURE CONTROL AND WARRANTY	PCM NO.	

1. SUBMIT A CREDIT PROPOSAL FOR DELETING FOUR (4) OIL CHAMBER LEAKAGE SENSORS FROM THE SUBMERSIBLE CHOPPER PUMPS. PROVIDE A CREDIT TO DELETE THE ASSOCIATED CONTROL WIRING AND CONDUIT. THE OWNER RECOGNIZES THAT THE WARRANTY WILL BE IMPACTED. THE OWNER WILL ACCEPT A MODIFICATION TO THE WARRANTY EXCLUDING DAMAGE AS A RESULT OF SEAL FAILURE AND WATER INTRUSION INTO THE OIL CHAMBER. OTHER ASPECTS OF THE WARRANTY SHALL BE HONORED BY THE MANUFACTURER.
2. CONTINUOUS WELL CABLE SHALL BE INSTALLED FROM THE DISCONNECT/PANEL ON THE LEVEE UP TO WITHIN 30 FEET OF THE PUMP. LOOP AND ADDITIONAL 15 FEET OF WELL CABLE TO A STAINLESS STEEL BRACKET. FURNISH 50 FEET OF SUBMERSIBLE PUMP CABLE OF THE MANUFACTURERS STANDARD TYPE. SPLICE THE END OF THE WELL CABLE TO THE END OF THE SUBMERSIBLE PUMP CABLE USING A 3M SKOTCHCAST INLINE RESIN SPLICE KIT 82-A1 OR 82-A2 (DEPENDING ON CONDUCTOR JACKET THICKNESS). SPLICES OF INDIVIDUAL CONDUCTORS SHALL BE STAGGERED AND THE ENTIRE SPLICE LENGTH SHALL BE COVERED WITH A RESIN SPLICE KIT. LOOP THE EXCESS SUBMERSIBLE CABLE TO THE STAINLESS STEEL BRACKET.



PERKINS
ENGINEERING
CONSULTANTS, INC.

PROPOSED CONTRACT MODIFICATION (PCM)

OWNER	City of Sherman, Texas	PROJECT NO.	
PROJECT	2011 WWTP Improvements	OWNER	
CONTRACTOR	Red River Construction	CONTRACTOR	
ENGINEER	PERKINS ENGINEERING CONSULTANTS, INC.	ENGINEER	SHE 10-003
RE:	Electrical at Domes & Levee Panels	PCM NO.	2

NOTIFICATION TO CONTRACTOR:

WE ARE CONSIDERING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- ☐ NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT. A FIELD ORDER WILL BE ISSUED.
- ☒ SUBMIT A PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE.
- ☐ A CHANGE ORDER WILL BE ISSUED FOR PAYMENT AT THE UNIT PRICE BID.
- ☐ PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: James S. McMillen, P.E., Project Manager DATE: 7/28/11

CONTRACTOR'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- ☐ WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. ISSUE FIELD ORDER.
- ☒ WE SUBMIT THE ATTACHED PRICE PROPOSAL WITH DETAILED COST BREAKDOWN AND REVISED SCHEDULE FOR PERFORMING THE DESCRIBED CHANGE. TOTAL COST IS \$ 2692.24
- ☐ WE ARE PROCEEDING WITH THE CHANGE AT THE UNIT PRICE BID.
- ☐ WE ARE PROCEEDING WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Kendall Box DATE: 8/3/2011

ACTION TAKEN:

- ☐ PROPOSED CONTRACT MODIFICATION REJECTED. CONTRACTOR NOTIFIED NOT TO PROCEED.
- ☐ FIELD ORDER ISSUED: NO: _____ DATE: _____
- ☒ CHANGE ORDER ISSUED: NO: _____ DATE: _____

BY: [Signature] DATE: _____

INSTRUCTIONS:

- Furnish and install exterior duty overhanging lights at the panels located on the levee as discussed on 07/20/2011. Power for the lights shall be from the transformer located at the panels. Provide a on/off switch for the lights. Lights shall be of a type as agreed to by the City and a cut sheet shall be included with the pricing response.
- Furnish and install one (1) NEMA 4X junction box with terminal strips at each clarifier dome. All wires that must be disconnected during some removal shall be routed through this junction box. Install a conduit coupling for separating the conduit from the box.

DESCRIPTION OF CONTRACTOR'S PRICE FOR PROPOSED MODIFICATION

PROJECT: Sherman 2010 Wastewater Treatment Plant Improvements
 OWNER: Greater Texoma Utility Authority
 CONTRACTOR: RED RIVER CONSTRUCTION CO.
 ENGINEER: Perkins Engineering Consultants, Inc.
 REFERENCE: Add 2 lights at Motor Starter Rack and three junction boxes

PROJECT NUMBER

TWDB CWSRF #72300

262

SHE 10-001

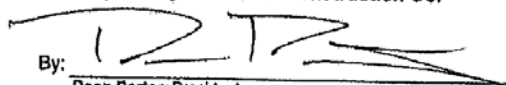
Date: Aug. 3, 2011

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

We are providing pricing to add two lights, conduit, wire, and SS junction boxes at the dome Motor Starter Rack at a cost of as follows:

2 lot Light Fixtures		\$236.90
1 lot Conduit & Junction Boxes		\$1,242.00
1 lot Wire & Cable		\$345.00
1 lot Credit for Materials not installed		(\$296.52)
17 hrs Electrical Labor	28.00	\$476.00
2 hrs Supervision	40.25	\$80.50
40% Labor Burden		\$222.60
	SUBTOTAL:	\$2,306.48
15% Contractor's Fee		\$345.97
Bond		\$39.79
	TOTAL:	\$2,692.24

Prepared by: Red River Construction Co.

By: 

Dean Porter, President

LITHONIA Security/Area Lighting, 100w

Lighting > Outdoor Area Fixtures > Security/Area Lighting Fixtures

Security/Area Lighting, HPS Lamp Type, Suggested Lamp Item No. 2V519, Mogul Socket Type, 120 Voltage, 100 La Cast Aluminum Housing Material, Includes Lamp, 24 In. Mounting Arm, Mounting Hardware, Photocell, Type V Light 1/2 In. Length, 12 In. Width, 12 In. Height, Standards UL Listed for Wet Locations, 11L

Grainger Item # 5YB41
 Price (ea.) \$82.05
 Brand LITHONIA
 Mfr. Model # 11L 10S RN 120 R5
 Ship Qty. ☐ 1
 Sell Qty. (Will-Call) ☐ 1
 Ship Weight (lbs.) 10.7
 Usually Ships** ☐ Today
 Catalog Page No. 640 ☐
 Country of Origin Mexico
 (Country of Origin is subject to change.)



[Enlarge Image](#)

Qty.

☐ Add Grainger TripleGuard® repair & replacement coverage ☐ for \$16.95 each.

[Add to Order](#) [Add to Personal List](#) [Compare Alternates](#)

Price shown may not reflect your price. Sign in or register.

Tech Specs	Additional Information	Compliance & Restrictions	MSDS	Required Accessories	Optional Accessories	Alternate Products
Item		Security/Area Lighting				
Lamp Type		HPS				
Suggested Lamp Item No.		2V519				
Socket Type		Mogul				
Voltage		120				
Lamp Watts		100				
Lens Type		Acrylic				
Housing Material		Die Cast Aluminum				
Includes		Lamp, 24" Mounting Arm, Mounting Hardware, Photocell				
Light Distribution		Type V				
Length		15-1/2"				
Width		12"				
Height		12"				
Standards		UL Listed for Wet Locations				
Series		11L				



PERKINS
ENGINEERING
CONSULTANTS, INC.

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	GTUA / CITY OF SHERMAN	PROJECT NO.	
PROJECT	2010 WASTEWATER TREATMENT IMPROVEMENTS	OWNER	
CONTRACTOR	RED RIVER CONSTRUCTION, INC.	CONTRACTOR	
ENGINEER	PERKINS ENGINEERING CONSULTANTS, INC.	ENGINEER	SHE 10-001
RE:	DOMES LIGHTING	CMR NO.	002

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- ☐ NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FIELD ORDER.
- ☒ ISSUE A CHANGE ORDER FOR PERFORMING THE DESCRIBED CHANGE. CHANGE IN CONTRACT AMOUNT AND TIME ARE INDICATED IN THE ATTACHED DETAILED COST BREAKDOWN AND REVISED SCHEDULE.
- ☐ ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- ☐ AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: KENDALL BOX

DATE: 6/17/2011

DESCRIPTION OF PROPOSED CHANGE:

☐ DESCRIBED HEREIN

☒ SEE ATTACHED

SEE ATTACHED RFI 001

ENGINEER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- ☐ WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- ☒ YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- ☐ PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- ☐ PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: James McMillen, P.E.

DATE: 06/20/2011

06/20/2011

ACTION TAKEN:

- ☐ PROPOSED CONTRACT MODIFICATION REJECTED. CONTRACTOR NOTIFIED NOT TO PROCEED.
- ☐ FIELD ORDER ISSUED: NO
- ☒ CHANGE ORDER ISSUED: NO

1 (FUTURE)

DATE:

DATE: TBD

DATE: 06/20/2011

BY:

06/20/2011

RED RIVER CONSTRUCTION CO.

GENERAL CONTRACTOR

WATER TREATMENT FACILITIES

REQUEST FOR INFORMATION

PROJECT: GTUA Sherman WWTP Improvements

PROJECT NUMBER: 262

OWNER: City of Sherman

CONTRACTOR: Red River Construction Co.

ENGINEER: Perkins Engineering Consultants

DESCRIPTION: Power to Dome Light Fixtures, pole lights and gas detectors

No. RFI- 1

CONTRACTOR REQUESTS: ☐ Information ☐ Interpretation ☒ Clarification
for the items described below or in the attached material referenced below:

The dome lights and the pole lights are required to use the power from the old flood lights on the clarifier. The power available is 480vac. with an earth ground. This will work for the pole lights. Since there is no neutral, 277vac for the dome lighting is not available.

CONTRACTOR'S PROPOSED SOLUTION:

The dome light fixtures are multi-tap 120V / 277V. The light fixtures total FLA. is approx. 10.9 amps for all 3 clarifiers, the gas detectors are a total of 3 amps, and the existing flood light (not shown on the drawings) is approx 2 amps. This has the circuit total at 16 amps. A 20 amp circuit is sufficient for all these devices.

Propose to install NEMA 4XSS junction box / conduit / wire and use the 120vac, 20 amp, and circuit feeding an existing flood light in the center of the clarifiers at the junction area that is not shown on the drawings.

Please advise if acceptable so that we can submit cost proposal and order materials as soon as possible. Material procurement and installation is on HOLD.

REQUESTED BY: Kendall Box

DATE: 6/2/2011

ENGINEER'S RESPONSE:

2804 CAPITAL STREET
WYLIE, TEXAS 75098

Phone: (972) 578-0127
Fax: (972) 578-1043

DESCRIPTION OF CONTRACTOR'S PRICE FOR PROPOSED MODIFICATION

PROJECT: Sheman 2010 Wastewater Treatment Plant Improvements
 OWNER: Greater Texoma Utility Authority
 CONTRACTOR: RED RIVER CONSTRUCTION CO.
 ENGINEER: Perkins Engineering Consultants, Inc.
 REFERENCE: RFI-1 concerning power for dome lights

PROJECT NUMBER
TWDB CWSRF #72300
262
SHE 10-001

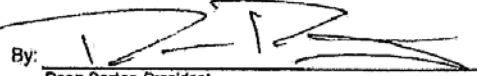
Date: Jun. 17, 2011

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

We are providing pricing to add conduit, wire, and SS junction box to provide the appropriate power to the dome lights at a cost of as follows:

1 lot Conduit & Junction Box		\$1,099.40
1 lot Wire & Cable		\$327.75
1 lot Miscellaneous tools, etc.		\$633.00
48 hrs Electrical Labor	28.00	\$1,344.00
4 hrs Supervision	40.25	\$161.00
40% Labor Burden		\$602.00
	SUBTOTAL:	\$4,167.15
15% Contractor's Fee		\$625.07
Bond		\$71.88
	TOTAL:	\$4,864.10

Prepared by: Red River Construction Co.

By: 
 Dean Porter, President

RED RIVER CONSTRUCTION CO.

GENERAL CONTRACTOR

WATER TREATMENT FACILITIES

9/26/11

James McMillen, P.E.
Perkins Engineering Consultants, Inc.
6001 I-20 West, Suite 219
Arlington, Texas 76017

Ref: GTUA Sherman WWTP Improvements; Time Extension

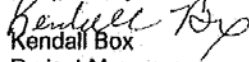
James,

Red River Construction Company is requesting a 30 day extension to the substantial completion and final completion date on the contract.

We are delivery issues with the Hayward-Gordon pumps. Our current delivery schedule for the pumps is December the 8th. Yeoman's motors seem to be holding up the delivery.

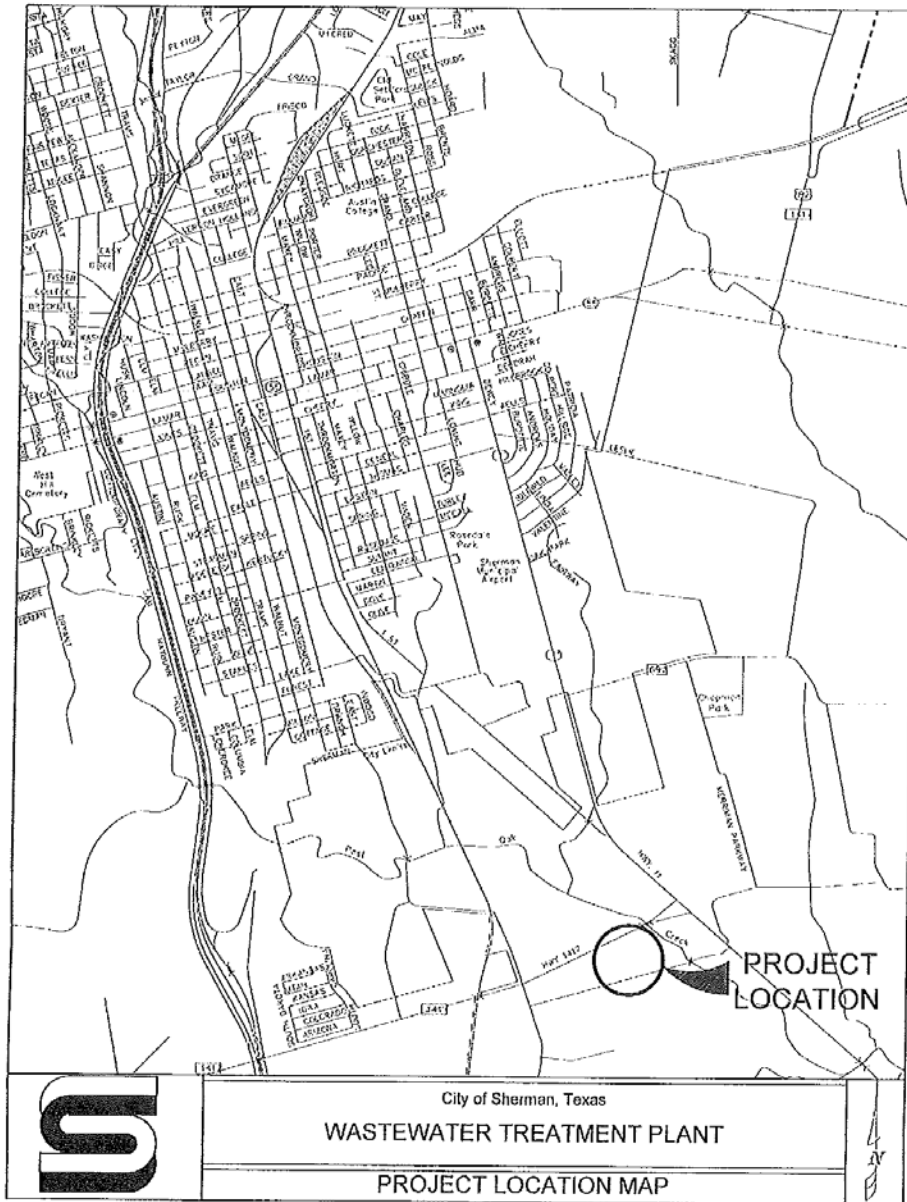
If you have any questions, do not hesitate to contact me.

Respectfully,


Kendall Box
Project Manager

2804 CAPITAL STREET
WYLIE, TEXAS 75098

Phone: (972) 578-0127
Fax: (972) 578-1043





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. D.2

OTHER BUSINESS

**Consider Request of St. Mary's Catholic Church to Temporarily Close Sparrow Lane
between Travis Street and Walnut Street**

Issue

St. Mary's Catholic Church is requesting to temporarily close Sparrow Lane between Travis Street and Walnut Street every Sunday between the hours of 7:00 a.m. and 11:00 a.m.

Background

St. Mary's holds Religious Education Classes on Sunday mornings. Children must cross Sparrow Lane to get to and from their classrooms. The Church has seen an increased traffic load during the requested closure times; and they are concerned about the safety of the children. While closed, Sparrow Lane will remain empty. No parking will be allowed.

Origination

Fr. Jeremy Myers, Pastor, St. Mary's Catholic Church

Financial Consideration

None; placement and removal of barricades will be performed by St. Mary's Catholic Church.

Staff Recommendation

It is recommended that the City Council approve this request and authorize the street closure.

Alternatives

As directed by the Council

Attachments

Written request received January 31, 2012

Map of request location

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager



St. Mary's Catholic Parish

727 SOUTH TRAVIS - SHERMAN, TEXAS 75090 - (903) 893-5148

January 31, 2012

Director of Public Works
City of Sherman
Sherman, TX 75090

Dear Sir:

On behalf of St. Mary's Catholic Church here in Sherman, I am writing to request that we be allowed to close Sparrow Lane between Travis Street and Walnut Street on Sunday mornings between the hours of 7:00 a.m. and 11:00 a.m.

We hold Religious Education Classes (Sunday School) for our children at the above times and the alley known as Sparrow Lane runs between the Church parking lot and the School building. The children going to and from Religious Education classes must cross this alley, which has a heavy traffic load during the requested close times. We have over 550 children attending these classes, so you can imagine the chaos and danger. We consider it very unsafe for them, as the traffic is sometimes moving too fast and visibility is not great. We have been fortunate thus far, but even one accident with a child because of this alley would be too many.

St. Mary's Church would furnish the required signs, place them, and remove them before and after Religious Education classes, should you agree to our request. We would like this to be an ongoing closed policy during the school year (September through May). On behalf of all of us, I want to thank you very much for your consideration of this safety matter.

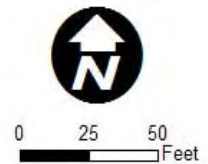
Respectfully,

Fr. Jeremy Myers, Pastor



Sherman
CLASSIC TOWN. BROAD HORIZON.
City of Sherman, Texas
Engineering Department

Sparrow Lane from Travis to Walnut





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. D.3

OTHER BUSINESS

**Consider Requests of Downtown Sherman Preservation & Revitalization
to Temporarily Close Wall Street (between Travis Street and Montgomery Street)
and Walnut Street (between Pecan Street and Houston Street) for a St. Patrick's Day Event
and to Sell Beer and Wine to the Patrons of the Event**

Issue

Downtown Sherman Preservation & Revitalization (DSP&R) is requesting to temporarily close Wall Street (between Travis Street and Montgomery Street) and Walnut Street (between Pecan Street and Houston Street) on Saturday, March 17, 2012 from 4:00 p.m. until 10:00 p.m. for their Annual St. Patrick's Day Celebration.

The event will include live music, traditional Irish food, and a motorcycle show. DSP&R is also requesting permission for the sale of beer and wine. DSP&R is aware that there is an ordinance prohibiting the consumption of alcoholic beverages on public property like sidewalks and streets but requests that the Council consider an exception to allow them to furnish beer and wine to the patrons of the event.

Background

DSP&R has previously hosted this event at Kelly Square, but was limited on space. After the response to their Downtown Live concert that was held on Wall Street last September, they have decided to host this event on Wall Street as well.

Origination

DSP&R

Financial Consideration

Barricade placement and removal would be provided by the City of Sherman Street Department. DSP&R has arranged for two security officers to be present at the event.

Staff Recommendation

Require that access to the closed streets by emergency vehicles be kept open at all times.

Alternatives

As directed by the Council

Attachments

Written request received February 14, 2012

DSP&R Press Release

Map of request location

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

February 10, 2012

Sherman City Council
P.O. Box 1106
Sherman, Texas 75091

Dear City Council,

Downtown Preservation and Revitalization is planning a St. Patrick's Day Event to be held in the downtown area on Saturday, March 17, from 4:00 p.m. until 10:00 p.m. In conjunction with the event, we would like to request permission to close Wall Street, from Travis to Montgomery and Walnut Street, from Houston to Pecan during the event.

The event will include live music, traditional Irish food, and a motorcycle show. DSP&R is also requesting permission for the sale of beer and wine. We are aware that there is an ordinance prohibiting the consumption of any alcoholic beverages on public property like sidewalks and streets but we would request that the City Council consider an exception to allow us to furnish beer and wine to the patrons of this event.

Lupe's Tamales has applied for an alcohol permit with the Texas Alcohol Beverage Commission and has agreed to sell beer and wine if they receive their license in time. If not, Grayson Hills Winery has agreed to sell at the event.

Thank you for your consideration of our event and we will be happy to answer any questions you might have.

Best Regards,

Gregory Ashby
Representing DSP&R

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2/14/12
kr



David Baca
President
David Baca Architecture Studio

Robert Minshew
Vice-President and
Permanent Agent
Kennedy and Minshaw Attorneys

Jared Tredway
Secretary
David Baca Architecture Studio

Ed Burkett
Treasurer, Knight Furniture

Ruth Cox
Membership
Bella Fontana Spa

John Arriazola
Lupe's World Famous Tamales

Ivert Mayhugh
Touch of Class Antiques

Dr. Thomas W. Nuckols
Professor Emeritus, Austin
College

Jenel McGrath
Jenel McGrath, Realtors

Clay Barnett
Ex Officio, City of Sherman

Eddie Brown
Ex Officio, Sherman Chamber

Frank Gadek
Ex Officio, SEDCO

FOR IMMEDIATE RELEASE:

Downtown Sherman Live! St. Patty's Day Concert Planned

Sherman, Texas – Feb 06, 2012- Downtown Sherman Preservation and Revitalization, Inc. (DSP&R) is pleased to be hosting our third annual St. Patty's Day Live Concert from 4 until 9 PM on Saturday, March 17th. This year, the concert will be held on Wall Street one block north of the courthouse square.

The evening's entertainment will begin with Celtic favorites by the Logan Family. Then at 6 PM, local favorite Rocky and the Bullwinkles will take the stage, sponsored by Texoma Harley-Davidson.

Lupe's World Famous Tamales will be open for business, and Irish Fare will also be available. Grayson Hills Winery will be on-site, offering their famous Green Wineritas (like a margarita, only made with wine!), as well as vintages from their acreage in southeast Grayson County. In addition to sponsoring the main act, Texoma Harley-Davidson is also coordinating a bike show for the event.

DSP&R wishes to thank our event sponsors for believing in Downtown Sherman: American Bank of Texas, C&N Construction, Douglass Distributing, Guild Mortgage, Kiss My Tek, Landmark Bank, McCullough and Pierson Insurance, Red River Title Co., Results Environmental Pest Management, and Starkey Mortgage. 107.3 DOC FM, 12 Media, the Herald Democrat, and North Texas E-News are media sponsors for the event.

Downtown Sherman Preservation and Revitalization, Inc. is a 501(c)3 non-profit organization dedicated to a vibrant, sustainable, mixed-use downtown Sherman neighborhood. For more information about this and other exciting downtown programs and events, visit www.downtownsherman.com.

For more information on this event contact:

Jared Tredway
David Baca Studio
jaredtredway@davidbacastudio.com
903.893.5800

www.downtownsherman.com.

###

Downtown Sherman Preservation
and Revitalization, Inc.
A 501(c)3 Non-Profit
P.O. Box 2054
Sherman, TX 75091

info@downtownsherman.com
www.downtownsherman.com



Sherman
CLASSIC TOWN. BROAD HORIZON.
City of Sherman, Texas
Engineering Department

Wall Street from Travis to Montgomery
and
Walnut Street from Pecan to Houston



0 50 100
Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. D.4

OTHER BUSINESS

**Receive Presentation from City Engineer Clay Barnett
on the City of Sherman's Capital Improvement Projects
and the Sherman-Denison Metropolitan Planning Organization's Road Projects**

Issue

An update on the City of Sherman's Capital Improvement Projects and the Sherman-Denison Metropolitan Planning Organization's (MPO) Road Projects

Background

City Engineer Clay Barnett will present a status update on the following City Capital Improvement Projects and MPO Road Projects:

City's Capital Improvement Projects	MPO's Road Projects
• Washington Street • Flood Study • Downtown Streetscape • Loy Lake	• US 75 Ramp Reversal • Texoma Parkway Overlay • Travis Street Widening/Signals • Loy Lake Bridge Widening • US 75 Frontage Road Weaving Lane • US 75 at FM 1417 Ramp Relocation

Origination

Mayor Bill Magers

Council Action Requested

This presentation is for information only; and no Council action is needed.

Alternatives

None recommended

Attachments

None

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. D.5

OTHER BUSINESS

**Receive Presentation from City Attorney Brandon S. Shelby
and Consider the Appointment of an Advisory Committee to Develop
Minimum Standards and Guidelines for a Downtown Overlay**

Issue

Consider the appointment of an advisory committee to develop guidelines and standards for a Downtown Overlay meant to encourage development in Sherman's downtown.

Background

At the February 6, 2012 City Council meeting, the Mayor asked staff to research options for creating a special overlay district to encourage development downtown. Staff seeks the appointment of an advisory committee to provide input and make decisions regarding the nature of development desired and the methods to encourage such development.

Origination

Mayor Bill Magers

Financial Consideration

There is no financial consideration to the appointment of this advisory committee.

Council Action Requested

Approve the appointment of the proposed advisory committee.

Mayor's Committee Appointments

The Mayor will announce his appointments during the February 20th Council meeting.

Alternatives

The Council could decide not to appoint this advisory committee or could change its membership and/or purpose.

Attachments

None

Prepared by:
Brandon S. Shelby, City Attorney
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. D.6

OTHER BUSINESS

Receive Financial Update from Assistant City Manager/CFO Robby Hefton

Issue

To present a financial update to the Council on various items of interest

Background

Periodically, the staff presents financial updates to the Council to communicate important financial and economic conditions. This presentation will focus primarily on issues related to the major operating funds, which are the General Fund, Utility Fund, and Water and Sewer Fund, as well as the Insurance Fund. This presentation is given in preparation for the upcoming fiscal year 2013 budget development process.

Origination

City Manager's Office

Financial Consideration

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Council Action Requested

No action is needed by the Council. This presentation is informational only.

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: 2-20-2012

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: 2-20-2012

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: 2-20-2012

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: 2-20-2012

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

- Section 551.072 Deliberation Regarding Real Property**
- (a) Deliberate Regarding the Purchase, Exchange,
Lease or Value of Real Property:**
 - (i) Property at 1424 West Taylor Street,
Sherman, Texas**
- Section 551.074 Personnel Matters**
- (a) Consider the Qualifications, Appointment and
Removal of Members to Boards and
Commissions:**
 - (i) Planning and Zoning Commission (2)**
- Section 551.087 Deliberation Regarding Economic Development
Negotiations**
- (a) Deliberate Regarding Commercial or Financial
Information that the City has Received from
Business Prospects and Deliberate any Offers or
Incentives to the Business Prospects, including
the following:**
 - (i) Property at 4344 Loy Lake Road,
Sherman, Texas**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-20-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2012 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	29			

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					

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
09/03/12 - Labor Day / Called Council Meeting on 09/04/12