

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 7, 2011
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY MAYOR BILL MAGERS](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 17, 2011](#)

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5682](#)
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of S.H. 289 in the City of Sherman; Fixing Penalties for Violation Thereof
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5683](#)
Amending Ordinance No. 3031 at Section 1, Subsections (6) and (7), to Establish Maximum, Reasonable and Prudent Rates of Speed in a School Zone on Portions of South Burdette Avenue and South Andrews Avenue in the City of Sherman; Fixing Penalties for Violation Hereof
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5684](#)
Providing for a Permanent “Stop” Sign at the Intersection of Silverado Trail and Canyon Creek Drive within the City Limits of the City of Sherman; Providing for a Penalty Provision
- B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5685](#)
Providing for Permanent “No Parking” Signs Restricting Parking along the East and West Sides of the 1200 Block of North Luckett Street within the City Limits of the City of Sherman; Providing for a Penalty Provision
- B.5 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5686](#)
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 200 South Crockett Street and 207 West Cherry Street (Grayson County, Owners; Wiginton, Hooker, Jeffry, P.C., Architects; Donald F. Olson, Representative; Sartin and Associates, Inc., Surveyors)

B.6 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5687](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 438 West Houston Street, being 0.271 acres in the J.B. McAnair Survey, Abstract No. 763 (Texoma S&D Properties, Owners; Kurt Himmelreich, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.7 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5688](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 1908 East Lamar Street, being Lot 1, Block 1, Eastside Business Park (Lazy L. Enterprises, Owner; Robert Brands, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

B.8 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

(a)	5682	(e)	5686
(b)	5683	(f)	5687
(c)	5684	(g)	5688
(d)	5685		

B.9 [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. 5561](#)

Authorizing Execution of a Memorandum of Understanding with Grayson County for FY 2007 Edward Byrne Memorial Justice Assistance Grant ("JAG") Funds Distributed by the U.S. Department of Justice

C.2 [* RESOLUTION NO. 5562](#)

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2011 Lift Station Study and Design Project

C.3 [* RESOLUTION NO. 5563](#)

Authorizing Execution of a Development Agreement with Steeple Chase Farms Summit, LP for the Construction of Public Facilities in the Estates of Pebblebrook, Phase I Addition to the City of Sherman

- C.4** [* RESOLUTION NO. 5564](#)
Authorizing the Purchase of Mobile Computer Aided Dispatch (CAD) Software Licenses, Rugged Laptops, and Services for the Sherman Fire Department

Other Business

- D.1** [OTHER BUSINESS](#)
Receive Presentation from Engineering and Public Works Director Mark Gibson on a Draft Water Management Strategy for the City of Sherman
- D.2** [* OTHER BUSINESS](#)
Approve Quarterly Investment Reports for Period ending December 31, 2010
- D.3** [OTHER BUSINESS](#)
Consider Scheduling the City Council's Second Long-Term Planning Meeting for Wednesday, February 23, 2011
- D.4** [* OTHER BUSINESS](#)
Replat Approval of Grayson County Justice Center, a Replat of Block 6 and Part of Block 9 of Original Town Plat, together with that Portion of Jones Street lying between said Blocks 6 and 9; Grayson County, Owners; Wiginton, Hooker, Jeffry, P.C., Architects; Donald F. Olson, Representative; Sartin and Associates, Inc., Surveyors (200 South Crockett and 207 West Cherry Streets)
- D.5** [* OTHER BUSINESS](#)
Final Plat Approval of Dr. Swamy Addition, Phase 1, Lots 1-9, Block A; being 16.084 acres in the William Milligan Survey, Abstract No. 875 and the David Harrison Survey, Abstract No. 587; One Ganesha, LTD, Owners; Winkelmann & Associates, Inc., Engineers/Surveyors (6000-6100 Blocks of U.S. Highway 75 North and 1500-1600 Blocks of F.M. 691 East)
- D.6** [* OTHER BUSINESS](#)
Site Plan Approval for Fisher Controls under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Smoker's Shelter and Awning, and an Exception to Ordinance No. 2252, Article IV, Section 410(2)(j) to Allow Painted "R" Type Panels on a Smoker's Shelter and Awning in the Blalock Industrial Park District at 4725 U.S. Highway 75 South
- 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 551.071 Consultation with City Attorney Concerning Pending or Contemplated Litigation:

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

Section 551.074 Personnel Matters

(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:

(i) Historical Preservation Board (1)

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: 2-7-2011

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 17, 2011

STATE OF TEXAS

§

January 17, 2011

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on January 17, 2011.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 6, 2010. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Wacker moved to approve the Consent Agenda, as presented. Second by Council Member Smith. All present voted AYE.

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5554 – SUSPENDING THE FEBRUARY 14, 2011 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY LLC’S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITY’S 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 FEBRUARY 14, 2011 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY LLC’S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND

RES 5554
ONCOR RATE
REQUEST

DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITY'S RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

Todd Thompson, Oncor Area Director, was available for any questions the Council might have.

Mayor Magers said Oncor is seeking a rate increase and the resolution is administrative and would suspend the rate increase for 90 days. George Olson, City Manager, added that during that period the Steering Committee would review the request and make adjustments or appeals.

Mayor Magers said if the City were not members of the Steering Committee, the Council would deny the request. The Coalition has asked that the request be suspended for 90 days.

Deputy Mayor Steele verified that Sherman itself is a part of the Committee and Brandon Shelby, City Attorney, attends the meetings. Robby Hefton, Assistant City Manager/CFO, added that there is a law firm that represents the many Texas cities that are part of the Coalition.

Mayor Magers verified that the question will eventually be decided by the Public Utilities Commission at the State level. The Steering Committee will make recommendations and negotiate with Oncor.

ACTION TAKEN.

Motion by Deputy Mayor Steele to approve Resolution No. 5554, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5555 – AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2010 ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT NUMBER EMW-2010-FO-02149 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2010 ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT NUMBER EMW-2010-FO-02149 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY.

CONSENT AGENDA.

RES 5555
HOMELAND SECURITY
GRANT

RESOLUTION NO. 5556 – AUTHORIZING EXECUTION OF A DEED FOR THE RESALE OF ONE TRACT OF LAND AND ITS IMPROVEMENTS LOCATED AT 711 NORTH CROCKETT STREET WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEED FOR THE RESALE OF ONE TRACT OF LAND AND ITS IMPROVEMENTS LOCATED AT 711 NORTH CROCKETT STREET WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES.
CONSENT AGENDA.

RES 5556
RESALE OF SEIZED
PROPERTY

RESOLUTION NO. 5557 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1205 NORTH BROUGHTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1205 NORTH BROUGHTON STREET.
CONSENT AGENDA.

RES 5557
RESIDENTIAL TAX
ABATEMENT
(1205 N. BROUGHTON)

RESOLUTION NO. 5558 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH U.S. INVESTED INTEREST, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 510 NORTH HARRISON AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH U.S. INVESTED INTEREST, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 510 NORTH HARRISON AVENUE.
CONSENT AGENDA.

RES 5558
RESIDENTIAL TAX
ABATEMENT
(510 N. HARRISON)

RESOLUTION NO. 5559 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH U.S. INVESTED INTEREST, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 516 NORTH HARRISON AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH U.S. INVESTED INTEREST, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 516 NORTH HARRISON AVENUE.
CONSENT AGENDA.

RES 5559
RESIDENTIAL TAX
ABATEMENT
(516 N. HARRISON)

**RESOLUTION NO. 5560 – AWARDING BIDS TO AND
AUTHORIZING EXECUTION OF CONTRACTS WITH
MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF
CHEMICALS FOR THE SHERMAN WATER TREATMENT
PLANT**

**RES 5560
ANNUAL SUPPLY
OF CHEMICALS**

**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.

OTHER BUSINESS

**RECEIVE THE PARKS AND RECREATION BOARD'S
PRESENTATION ON THE PROPOSED ACQUISITION OF
RAILROAD RIGHTS-OF-WAY**

RAILROAD R-O-W

**Trent Bass, Parks and Recreation Board Member, presented
the Board's proposal on the possible acquisition of railroad
rights-of-way to connect the City's trail system with a new
trail.**

**Larry Ward also serves on the Parks and Recreation Board
and has experience in the donation of railroad corridors for
City trail systems. He currently works for the Internal
Revenue Service and is experienced in the available tax
breaks for this type of donation. Mr. Ward was unable to
attend the Council Meeting tonight.**

**The railroad corridor in question is located behind the City's
Youth Center and runs beside Washington Street from
Walnut Street, parallel to Birge Street, and into a grove of
trees where the railroad trestle is located. West of that
location the railroad bed has already been abandoned and
has reverted back to the ownership of the adjacent property
owners.**

**The trestle is still there and Mr. Bass says it is in pretty good
shape. The Board is proposing that this trail, at some point,
follow a route and connect with Fairview Park. Mr. Bass
reiterated that this project is in the early stages and they do
not know if the railroad is "on board" with the project,
however Mr. Ward has some expertise in explaining tax
benefits that might be available to them.**

**Mr. Bass asked the Council to indicate whether or not this is
a project that has merit or interest. If the Council would like
the Parks Board to move forward with this project, they need
to grant authority to the Board to pursue it on behalf of the
City. Mayor Magers verified that "pursue it" meant
approaching the railroad to see if they are interested in the
project. Currently the railroad is leased to another company
and used for storage.**

**The route included would be from Walnut Street to the
trestle before the Western Hills area. The proposed trail**

would then cut back to Fairview Park. The corridor is abandoned to the west of Washington Street.

Mr. Bass assured the Council that they would not make any commitments for the City. They would discuss with the railroad, their interest in deeding the property to the City.

They might need to have some correspondence written by the City Attorney.

Deputy Mayor Steele asked about another railroad corridor that was discussed several years ago. Mr. Bass said that was a different railroad company and there was no way to tie into this section. Once a railroad bed goes into abandonment status, the property reverts to the adjacent property owners.

Mayor Magers verified that this would be a long term plan. Mr. Bass said the Board will determine if there is interest from the railroad company in deeding the property for trails. If there is, then the City should be "first on the list" to receive the donation.

Mayor Magers reminded Mr. Bass that there was no budget for this project, at this time.

ACTION TAKEN.

Motion by Council Member Wacker to allow the Parks and Recreation Board to proceed on behalf of the City, to investigate this corridor project. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR THE ANNEXATION OF APPROXIMATELY 23.065 ACRES SOUTH OF DRIPPING SPRINGS ROAD AND WEST OF CEDAR PARK VILLAGE; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

Mr. Shelby said the City has received a request for the voluntary annexation of land, south of Dripping Springs Road and west of Cedar Park Village. All land owners have signed requesting that the City annex the property.

Tonight the Council is considering the Plan for Annexation which will set the schedule for several public hearings in the prescribed timeframe giving the citizens an opportunity to discuss the proposed annexation.

ACTION TAKEN.

Motion by Deputy Mayor Steele to approve the annexation schedule for the proposed annexation of approximately 23.065 acres south of Dripping Springs

ANNEXATION PLAN
(NEAR DRIPPING
SPRINGS & CEDAR
PARK VILLAGE)

Road and west of Cedar Park Village, as presented.
Second by Council Member Wacker.
VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

CITIZENS REQUESTS

There were no citizens' requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

HAPPY NEW YEAR

Council Member Adami wished everyone a Happy New Year.

DR. MARTIN LUTHER KING, JR. EVENT

Council Member Wacker commended Council Member Softly on the Dr. Martin Luther King, Jr. Breakfast, held earlier today at Austin College. Justice Carolyn Wright, Chief Justice of the 5th District Court of Appeals, was the speaker. She thanked him for the nice event for the community.

DR. MARTIN LUTHER KING, JR. EVENT

Council Member Softly thanked Council Member Wacker for the comment adding that it had been a long, but good day.

PUBLIC SAFETY EMPLOYEES

Mayor Magers thanked the City's public safety officers. He praised their hard work during the recent snow adding that there were no serious injuries. He added that there is a generation of "sledders" that haven't experienced the thrill of sliding down Hospital Hill when it's icy.

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

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

SECTION 551.071

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:20 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:31 p.m. and reconvened in Open Meeting.

CITIZENS REQUESTS

MEDIA QUESTIONS

HAPPY NEW YEAR

**DR. MARTIN
LUTHER KING, JR.
EVENT**

**DR. MARTIN
LUTHER KING, JR.
EVENT**

**PUBLIC SAFETY
EMPLOYEES**

EXECUTIVE SESSION

OPEN MEETING

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

OPEN MEETING

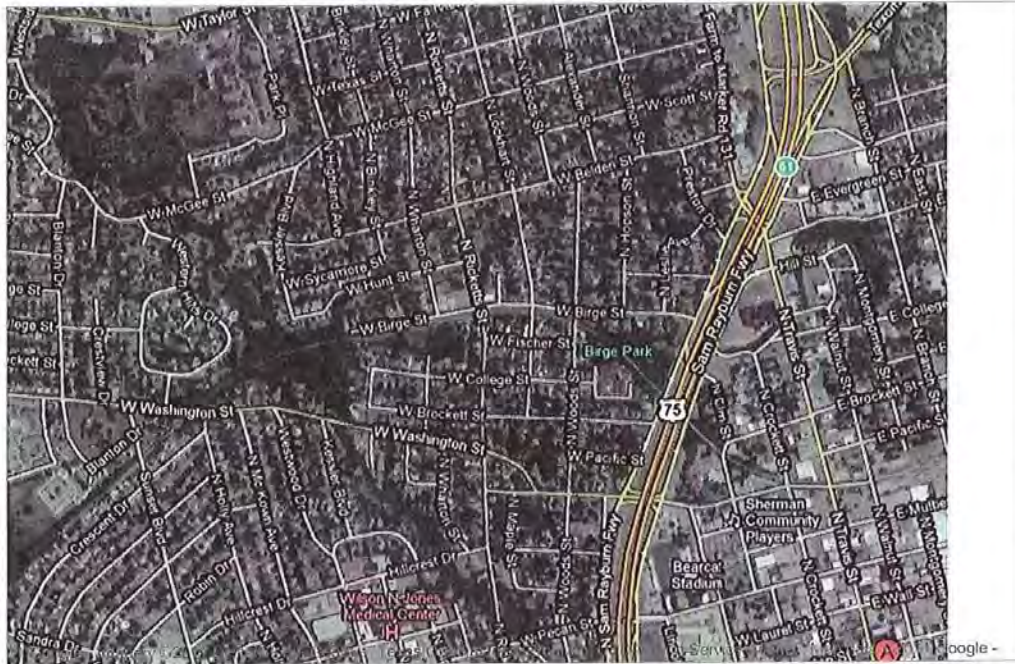
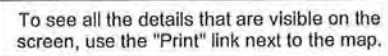
ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:32 p.m.

ADJOURNMENT

MAYOR

CITY CLERK





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5682

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

Issue

To adopt an ordinance to reduce the current speed limit on a portion of S.H. 289 from 70 miles per hour (mph) to 60 mph

Background

The Texas Department of Transportation has performed a traffic study on a portion of S.H. 289. This study recommended the reduction of the speed limit from 70 mph to 60 mph based on site distance issues at the overpass at U.S. Highway 82.

Origination

Texas Department of Transportation

Financial Consideration

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

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

TxDOT Request of January 11, 2011

Ordinance No. 5682

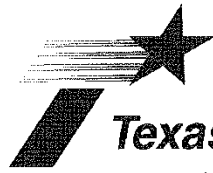
Exhibit "A" – Location Map

Prepared by:

Don Keene, Exec. Director - Planning & Public Works

Approved by:

George Olson, City Manager



Texas Department of Transportation

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

January 11, 2011

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

Dear Mr. Olson:

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

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

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

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

Sincerely,

Darius Samuels, P.E.
Traffic Engineer

DLS:akw
Attachments
Cc: David Selman
DTO file

ORDINANCE NO. 5682

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

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

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

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

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

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

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



City of Sherman, Texas
Engineering Department

SHERMAN CITY LIMITS AT INTERSECTION OF HWY 82 AND HWY 289





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5683

Amending Ordinance No. 3031 at Section 1, Subsections (6) and (7), to Establish Maximum, Reasonable and Prudent Rates of Speed in a School Zone on Portions of South Burdette Avenue and South Andrews Avenue in the City of Sherman; Fixing Penalties for Violation Hereof

Issue

To amend portions of Ordinance No. 3031 to establish an expanded school zone for the Crutchfield Elementary School, with the relocation of school zone 20 mph signage on South Burdette Avenue and South Andrews Avenue

Background

Several citizens have expressed concerns about the volume and speed of traffic using South Burdette Avenue and South Andrews Avenue during school hours. Particular concern was expressed about the traffic at the beginning of school, and the end of school in the afternoon. The Public Works Department performed a traffic study to evaluate the volume and speed of the traffic during school days. Traffic counts were performed on both streets; and the speeds were determined. There was a large spike in traffic counts for both streets between the hours of 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. The average speeds during this time period were in the mid 20's for South Burdette Avenue and in the high 20's for South Andrews Avenue. Due to the larger volume of traffic and the speeds, staff recommends that the school zone in both locations be modified to improve safety for vehicular and pedestrian traffic.

Origination

Citizens and Department of Public Works and Engineering

Financial Consideration

The only financial impact associated with this Ordinance will be approximately \$400.00 for the materials to relocate two signs.

Staff Recommendation

It is recommended that the City Council adopt the proposed Ordinance for the relocation of school speed limit signs on South Burdette Avenue and South Andrews Avenue.

Alternatives

As may be directed by the City Council

Attachments

E-Mail Request of Citizen

Ordinance No. 5683

Ordinance No. 3031, adopted by the Sherman City Council on October 14, 1974

Location Map

Prepared by:

Don Keene, Exec. Director – Planning and Public Works

Approved by:

George Olson, City Manager

Taylor, Scott

From: Cullen, Jim
Sent: Friday, October 22, 2010 1:14 PM
To: Taylor, Scott
Subject: School Zones

Scott,

Amanda Hill at 720 S. Burdett (903)818-8893 is wanting the school zone extended further down her street. She stated they had to call the police out today over an incident and the police officer told her to call the street department and see if we can extend the zone. She did not like my answer, so I told her I would pass the information on to you, for your evaluation.

Jim Cullen
Street Superintendent
City of Sherman
903.892.7260 Office
JCullen@ci.sherman.tx.us

CONFIDENTIALITY NOTICE: This e-mail and any files accompanying its transmission are intended only for the recipient to whom they are addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you have received this in error, please notify the sender (only) and permanently delete the message

ORDINANCE NO. 5683

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 3031 AT SECTION 1, SUBSECTIONS (6) AND (7), TO ESTABLISH MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED IN A SCHOOL ZONE ON PORTIONS OF SOUTH BURDETTE AVENUE AND SOUTH ANDREWS AVENUE IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Ordinance No. 3031 adopted by the City Council of the City of Sherman, Texas on October 14, 1974, be amended at Section 1, Subsections (6) and (7), so that such Ordinance shall read as follows:

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

- (6) ~~On Burdette Ave. in the City of Sherman, Texas, beginning 100 ft. south of the intersection of Burdette Ave. and Wells to the intersection of Burdette Ave. & Wells a distance of approximately 100 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours;~~
- ~~from 45 minutes before school opens until classes begin;~~
~~from the beginning to the end of the lunch period; and for a~~
~~30 minute period beginning at the close of school.~~

On South Burdette Avenue from the intersection of East Wells Avenue to the intersection of East Leslie Street, said portions of the roadway to be designated as school zones, a speed of twenty (20) miles per hour on school days only during the following times:

for the forty-five (45) minutes immediately prior to the start of school classes; from the beginning to the end of the lunch period; and for a thirty (30) minute period beginning at the close of school. During other times, speed limits shall be as previously established.

- (7) ~~On Andrews Ave. in the City of Sherman, Texas, beginning 100 ft. south of the intersection of Andrews Ave. and Wells to the intersection of Andrews Ave. and Cherry Street a distance of approximately 1080 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,~~

~~from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.~~

On South Andrews Avenue from the intersection of East Wells Avenue to the intersection of East Leslie Street, said portions of the roadway to be designated as school zones, a speed of twenty (20) miles per hour on school days only during the following times:

for the forty-five (45) minutes immediately prior to the start of school classes; from the beginning to the end of the lunch period; and for a thirty (30) minute period beginning at the close of school. During other times, speed limits shall be as previously established.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

ORDINANCE NO. 3031

AN ORDINANCE ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF CERTAIN STREETS AND HIGHWAYS AND PUBLIC PLACES IN THE CITY OF SHERMAN REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith: FIXING PENALTIES FOR VIOLATION HEREOF.

WHEREAS, by authority and direction of the City Council of the City of Sherman, Texas, an engineering and traffic study and survey have been made by the Traffic Engineering Department of the Texas Highway Department to determine the maximum, reasonable and prudent speeds for vehicles traveling upon certain of the following named streets and highways and parts thereof, to-wit: Section 1 (1) to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and

WHEREAS, such study and survey establishes, and it is so found by the City Council of the City of Sherman, Texas, that the following are the maximum, reasonable and prudent rates of speed for vehicular traffic upon said streets and highways and parts thereof; NOW, THEREFORE,

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

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

- (1). On State Highway 11, southeasterly from the intersection of U. S. Highway 82, for a distance of approximately 0.400 miles, a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone from approximately highway milepost 0.270 to approximate highway milepost 0.370 only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school,

thence southeasterly a distance of approximately 0.200 miles, a speed limit of thirty-five (35) miles per hour at all times; thence southeasterly a distance of approximately 0.200 miles, a speed limit of forty-five (45) miles per hour at all times; thence southeasterly a distance of approximately 0.798 miles to the city limits, a speed limit of fifty-five (55) miles per hour at all times.

- (2) On East Wells, in the City of Sherman, Texas, beginning 100 ft. east of the intersection of Wells and Andrews

761-221

Ave. to 150 ft. west of the intersection of Wells and Dewey Ave., a distance of approximately 1180 ft., a speed limit of thirty (30) miles an hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (3). On King Street in the City of Sherman, Texas, beginning 150 ft. west of the intersection of King Street and Dewey Ave. to the intersection of King Street and Dewey Ave., a distance of approximately 150 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (4). On Wanda Drive, in the City of Sherman, Texas, beginning 50 ft. north of the intersection of Wanda Drive and Deborah Drive to the intersection of Wanda and Deborah Drive, a distance of approximately 50 ft. a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (5) On Hillbrook Street, in the City of Sherman, Texas, beginning 100 ft. east of the intersection of Hillbrook Street and Andrews Ave. to the intersection of Hillbrook Street and Andrews Ave., a distance of approximately 100 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (6) On Burdette Ave. in the City of Sherman, Texas, beginning 100 ft. south of the intersection of Burdette Ave. and Wells to the intersection of Burdette Ave. & Wells a distance of approximately 100 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

7

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (7) On Andrews Ave. in the City of Sherman, Texas, beginning 100 ft. south of the intersection of Andrews Ave. and Wells to the intersection of Andrews Ave. and Cherry Street a distance of approximately 1080 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin;
from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (8) On College Street in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Music Street and College Street to 150 ft. west of the intersection of East Street and College Street, a distance of approximately 600 ft., a speed limit of thirty (30) miles per hour at all times except at a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin;
from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (9) On East Street, in the City of Sherman, Texas, beginning 150 ft. south of the intersection of East Street and College Street to 150 ft. north of the intersection of East Street and Kerr Street, a distance of approximately 1250 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin;
from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (10) On Woods Street, in the City of Sherman, Texas, beginning 150 ft. north of the intersection of Woods Street and Burton Street to 150 ft. south of the intersection of Taylor Street and Woods Street, a distance of approximately 1000 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin;
from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (11) On Ricketts Street, in the City of Sherman, Texas, beginning 150 ft. south of the intersection of Ricketts Street and Taylor Street to 150 ft. north of the intersection of Ricketts Street and Burton Street, a distance of approximately 1000 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school

days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (12) On Dexter Street, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Dexter Street and Woods Street to the intersection of Dexter Street and Woods Street, a distance of approximately 150 ft. a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (13) On Taylor Street in the City of Sherman, Texas, beginning 100 ft. east of the intersection of Taylor Street and Woods Street to 150 ft. west of the intersection of Ricketts Street and Taylor Street, a distance of approximately 1100 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (14) On Lockhart Street, in the City of Sherman, Texas, beginning 100 ft. south of the intersection of Lockhart Street and Taylor Street to the intersection of Lockhart and Taylor Streets, a distance of approximately 100 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (15) On Burton Street beginning 150 ft. east of the intersection of Burton and Woods and extending to the intersection of Burton and Ricketts, a distance of about 800 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (16) On North Lee Ave., in the City of Sherman, Texas, beginning 100 ft. north of the intersection of Lee Ave. and Brockett Street to 100 ft. south of the intersection of Pacific Street and Lee Ave., a distance of approximately 700 ft., a speed limit of thirty (30) miles per hour

at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (17) On Brockett Street in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Brockett Street and Lee Ave. to 200 ft. east of the intersection of Brockett Street and Porter Street, a distance of approximately 1725 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (18) On Pacific Street, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Pacific Street and Lee Ave., to 200 ft. east of the intersection of Pacific and Porter Streets, a distance of approximately 1725 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period, and for a 30 minute period beginning at the close of school.

- (19) On Sunset Blvd., in the City of Sherman, Texas, beginning 150 ft. south of the intersection of Sunset Blvd. and Pecan Street to 150 ft. north of the intersection of Sunset Blvd. and Robin Drive; a distance of approximately 1550 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (20) On Pecan Street, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Pecan Street and Sunset Blvd. to 150 ft. west of the intersection of Pecan Street and Robin Drive, a distance of approximately 750 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (21) On Mulberry Street, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Mulberry Street and Sunset Blvd. to the intersection of Mulberry Street and Sunset Blvd., a distance of approximately 150 ft. a speed limit of thirty (30) miles per hour

at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (22) On Robin Drive, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Robin Drive and Sunset Blvd. to the intersection of Robin Drive and Pecan Street, a distance of approximately 1600 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (23) On Hillcrest Drive, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Hillcrest Drive and Sunset Blvd. to the intersection of Hillcrest Drive and Sunset Blvd., a distance of approximately 150 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (24) On Sandra Street, in the City of Sherman, Texas, beginning 150 ft. west of the intersection of Sandra Street and Robin Drive to the intersection of Sandra Street and Robin Drive a distance of approximately 150 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (25) On Travis Street, in the City of Sherman, Texas, beginning 150 ft. north of the intersection of Travis Street and Eagle Lane to 150 ft. south of the intersection of Travis Street and Moore Street, a distance of approximately 700 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (26) On Walnut Street, in the City of Sherman, Texas, beginning 150 ft.

north of the intersection of Walnut Street and Eagle Lane to 150 ft. south of the intersection of Walnut Street and Moore Street, a distance of approximately 700 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin;
from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (27) On Eagle Lane, in the City of Sherman, Texas, beginning 150 ft. east of the intersection of Eagle Lane and Walnut Street to 150 ft. west of the intersection of Eagle Lane and Travis Street, a distance of approximately 700 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

- (28) On Moore Street, in the City of Sherman, Texas, beginning 150 ft. west of the intersection of Moore Street and Travis Street to the intersection of Moore Street and Walnut Street, a distance of approximately 600 ft., a speed limit of thirty (30) miles per hour at all times except that a school speed limit of twenty (20) miles per hour will be effective on school days only at the school crossing zone, only during the following hours,

from 45 minutes before school opens until classes begin; from the beginning to the end of the lunch period; and for a 30 minute period beginning at the close of school.

SECTION 2. All ordinances and parts of ordinances in force in the City of Sherman, Texas, which conflict with the terms and provisions of this ordinance are hereby repealed insofar as they conflict with this ordinance, but all other portions of said ordinance shall remain in full force and effect.

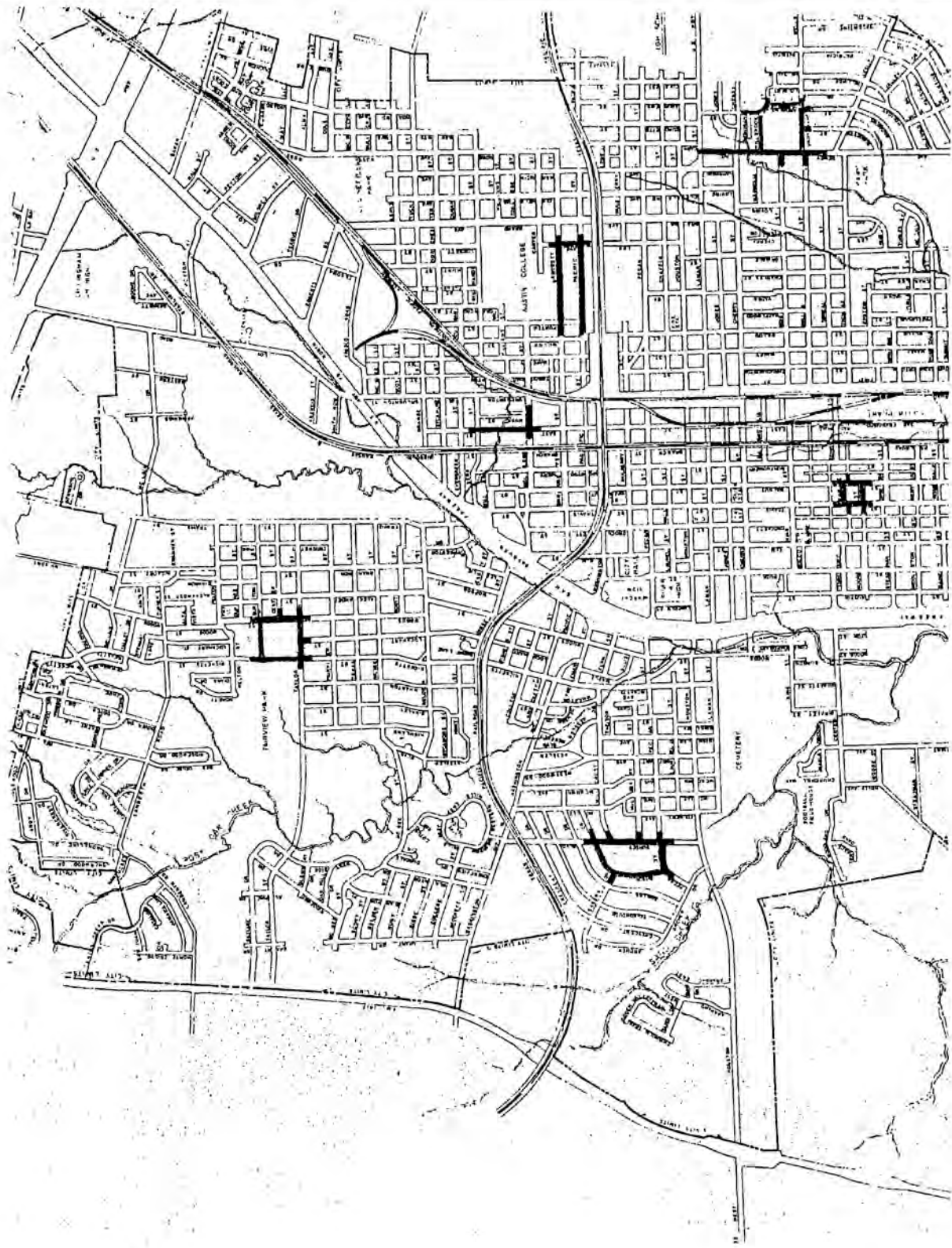
SECTION 3. Any person violating the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding TWO HUNDRED AND NO/100 (\$200.00) DOLLARS.

PASSED AND APPROVED this 14th day of October, 1974.

Herman Baker
MAYOR

ATTEST:

Jack Spears
DIRECTOR OF PUBLIC RECORDS





City of Sherman, Texas
Engineering Department

SCHOOL ZONE EXTENSION
S. BURDETTE AND S. ANDREWS
FROM WELLS TO LESLIE





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5684
Providing for a Permanent “Stop” Sign at the Intersection of Silverado Trail
and Canyon Creek Drive within the City Limits of the City of Sherman;
Providing for a Penalty Provision

Issue

To consider introducing, seeking public input, and adopting an ordinance providing for a permanent “Stop” sign at the intersection of Silverado Trail and Canyon Creek Drive, stopping northbound traffic on Silverado Trail

Background

Staff received a request from a citizen for “Stop” signs at Overland Trail and Silverado Trail, Canyon Creek Drive and Silverado Trail, and the two intersections of Butterfield Trail and Silverado Trail. Staff evaluated these requests based on the criteria set forth by the Texas Manual of Uniform Traffic Control Devices. There are numerous warrants or criteria required to be met for the installation of “Stop” signs. Only the request for a “Stop” sign at the intersection of Silverado Trail and Canyon Creek Drive, stopping northbound traffic on Silverado Trail, met the criteria.

Origination

Citizen and Department of Public Works

Financial Consideration

The only financial consideration is the City’s cost for installing one “Stop” sign, totaling \$170.00 (time and materials).

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance to stop northbound traffic on Silverado Trail where it intersects with Canyon Creek Drive.

Alternatives

The Council could reject the proposed ordinance.

Attachments

Ordinance No. 5684

E-mail Request for Stop Signs

Exhibit (Location Map)

Prepared by:

Don Keene, Exec. Director - Planning & Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 5684

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “STOP” SIGN AT THE INTERSECTION OF SILVERADO TRAIL AND CANYON CREEK DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance a permanent “Stop” sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Silverado Trail and Canyon Creek Drive, stopping northbound traffic on Silverado Trail as shown by the exhibit attached hereto and incorporated herein for all purposes.

SECTION 2. That the Executive Director of Planning and Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Taylor, Scott

From: Keene, Don
Sent: Wednesday, September 15, 2010 11:26 AM
To: Taylor, Scott
Subject: FW: ci.sherman.tx.us

From: Olson, George
Sent: Friday, September 03, 2010 8:33 AM
To: Keene, Don; Miller, Jeff
Subject: FW: ci.sherman.tx.us

FYI.....original went to Jim Cullen.....

go

From: John and Alicia McCampbell [mailto:mccampbell3@gmail.com]
Sent: Thursday, September 02, 2010 4:10 PM
To: Cullen, Jim; Caudle, Theresa
Cc: Olson, George
Subject: ci.sherman.tx.us

Good afternoon,

I am requesting that stop signs be placed in our neighborhood at the corner of Overland Trail and Silverado Trail, Canyon Creek and Silverado Trail and finally both ends of Butterfield Trail where it meets Silverado Trail. All are located in O'hannon Ranch subdivision. I would ask that the city evaluate these areas and install as soon as possible.

I and others have children in the neighborhood and the amount of traffic from both residents and construction workers has increased to the point that unsafe driving habits have created near misses for my family and my neighbors. I also am aware that others in the neighborhood have made the same request.

Thank you for your time and attention in this matter.

Respectfully,
John McCampbell
2941 Overland Trail
Sherman, TX 75092



City of Sherman, Texas
Engineering Department

STOP SIGN PLACEMENT

SILVERADO TRAIL AND
CANYON CREEK DRIVE





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5685

Providing for Permanent “No Parking” Signs Restricting Parking along the East and West Sides of the 1200 Block of North Lockett Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue

To consider introducing, seeking public input, and adopting an ordinance concerning the establishment of parking restrictions along the east and west sides of the 1200 block of North Lockett Street

Background

Austin College contacted City Staff by letter dated November 2, 2010 and requested that parking restrictions be placed on the east and west sides of the 1200 block of North Lockett Street. Initially the request was to alleviate traffic congestion during the construction of new student housing adjacent to North Lockett Street. Austin College was informed that the construction contractor could temporarily close portions of this block to facilitate construction traffic within the guidelines of the Manual of Uniform Traffic Control Devices for temporary barricading. Austin College staff also was concerned about traffic congestion after the completion of the student housing construction. Off street parking will be supplied for all of the housing units constructed. In addition, Austin College has recently opened a new parking lot in the area of Richards and Bledsoe that has ample parking for those students who previously have parked on North Lockett. Austin College owns eleven of the thirteen lots along North Lockett. The two remaining lots have private residences on them.

City Staff has evaluated this request and agrees that a portion of the east and west sides can have parking restrictions. The parking restrictions on the east side will begin 60 feet from the intersection of East Dorchester and North Lockett and continue southerly to the intersection of North Lockett and East Dugan. The parking restrictions on the west side will begin 160 feet from the intersection of East Dorchester and North Lockett and continue southerly to the intersection of North Lockett and East Dugan. There will be no parking restrictions affecting the existing private residences.

Origination

Austin College and Public Works Department

Financial Consideration

The Street Department is estimated to incur a cost of approximately \$300.00 for labor and materials to install three “No Parking” signs.

Staff Recommendation

Adopt the proposed ordinance to provide for the restricted parking along a portion of the east and west sides of North Lockett Street.

Alternatives

The Council could reject the proposed ordinance.

Attachments

Ordinance No. 5685

Request Letter from Austin College

Exhibit "A" (Location Map)

Prepared by:

Don Keene, Exec. Director - Planning & Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 5685

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “NO PARKING” SIGNS RESTRICTING PARKING ALONG THE EAST AND WEST SIDES OF THE 1200 BLOCK OF NORTH LUCKETT STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent “NO PARKING” signs will be erected within the corporate limits of the City of Sherman and parking is prohibited in the following locations:

Along the east side of North Lockett Street from 60 feet south of the intersection of East Dorchester Street continuing southerly to the intersection of North Lockett Street and East Dugan Street; and along the west side of North Lockett Street from 160 feet south of the intersection of East Dorchester Street and North Lockett Street and continuing southerly to the intersection North Lockett Street and East Dugan Street, as shown by the exhibit attached hereto and incorporated herein for all purposes.

SECTION 2. That the Executive Director of Planning and Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “NO PARKING” signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a “NO PARKING” zone, as provided in Sec. 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

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

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



November 2, 2010

Mr. Scott Taylor
Assistant Director of Engineering & Public Works
P.O. Box 1106
Sherman, TX 75091-1106

Dear Mr. Taylor:

I would first like to thank you for meeting with me this past week. As you recall in our discussions one area of much concern for the college is the parking currently allowed along the 1200 block of N. Luckett Avenue. The traffic congestion in this area is becoming more significant with the large equipment, and movement of materials involved in the building of new college housing currently ongoing.

Currently, N. Luckett Avenue is designated as "No Parking Anytime" from E. Richards Street north to E. Dugan Street in the 1100 block. Austin College would like to request the city designate the 1200 block of N. Luckett Avenue also as "No Parking Anytime" on both sides to the north to E. Dorchester Street. This will open the area for better traffic flow, and also lower the risk of damaged vehicles that are parked in the construction area.

The college recently opened new parking in the area of Richards and Bledsoe with ample parking spaces for those that will be closed on Luckett St. Additionally, the new housing under construction will have off street parking supplied for all units at the rear of these homes. Austin College owns all but two (2) of the approximately thirteen (13) lots in the 1200 block of N. Luckett Avenue.

Thank you for your consideration.

Regards,

Heidi Ellis
Vice President for Business Affairs
Austin College



City of Sherman, Texas
Engineering Department

NO PARKING ZONES LUCKETT ST SOUTH OF DORCHESTER ST





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5686

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 200 South Crockett Street and 207 West Cherry Street (Grayson County, Owners; Wiginton, Hooker, Jeffry, P.C., Architects; Donald F. Olson, Representative; Sartin and Associates, Inc., Surveyors)

Issue

To consider the request of Grayson County (Owners), Wiginton, Hooker, Jeffry, P.C., (Architects), Donald F. Olson (Representative), and Sartin and Associates, Inc. (Surveyors) concerning the property at 200 South Crockett Street and 207 West Cherry Street, being 3.87 acres in the J.B. McAnair Survey, Abstract No. 763, being all of Block 6 and part of Block 9 of the Original Town Plat, together with that portion of Jones Street lying between said Blocks 6 and 9; Zone Change and Site Plan for a Detention Facility and Courthouse expansion from an R-2 (Multi-Family Residential) District and C-2 (General Commercial) District to a C-1 (Retail Business) District

Background

The property is located at 200 South Crockett and 207 West Cherry Streets; the southwest corner of East Lamar and South Crockett Streets. The Grayson County Justice Center was built on this site during the 1980's and expanded in the 1990's south, closing Jones Street between Crockett and Elm Streets. Growth in the County inmate population has driven the need to expand the detention center capacity once again. This expansion is planned for the south end of the existing detention facility. During the planning and design phase, it was determined that the site never was formally zoned as a single classification nor platted as a single lot.

Origination

Grayson County (Owners), Wiginton, Hooker, Jeffry, P.C. (Architects), Donald F. Olson (Representative), and Sartin & Associates (Surveyors)

Board Recommendation

At the January 18, 2011 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5686, Location Map, Photograph, Site Plan, Letters, P&Z Communication Form and Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5686

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

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 200 South Crockett Street and 207 West Cherry Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Blocks six (6) and nine (9) of the Original Town Plat of the City of Sherman, Texas as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, together with that portion of Jones Street lying between said Blocks Six and Nine less and except a 75 x 102 ½ foot tract out of the Southeast corner of said Block Nine conveyed by W. Grover Cantrell, et ux to A. Donald Davies, Bishop of the Diocese of Dallas of the Protestant Episcopal Church in the United States of America by deed dated May 22, 1972, recorded in Volume 1219, Page 831, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Northeast corner of said Block Six, at the intersection of the South line of Lamar Street with the West line of Crockett Street;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said Crockett Street, the East line of said Block Six, passing its Southeast corner, at the intersection of the West line of said Crockett Street with the North line of said Jones Street, and continuing, passing the Northeast corner of said Block Nine at the intersection of the West line of said Crockett Street with the South line of said Jones Street and continuing with the East Line of said Block Nine for a total distance of 485.5 feet to the Northeast corner of the above mentioned Church 75 x 102 ½ foot tract;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said 75 x 102 ½ foot tract, a distance of 75.00 feet to its Northwest corner;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said 75 x 102 ½ foot tract, a distance of 102.50 feet to its Southwest corner, on the South line of said Block Nine, the North line of Cherry Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Block Nine, the North line of said Cherry Street, a distance of 225.00 feet to the Southwest corner of said Block Six, at the intersection of the North line of said Cherry Street with the East line of Elm Street;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said Elm Street, the West line of said Block Nine, passing its Northwest corner, at the intersection of the East line of said Elm Street with the South line of said Jones Street and continuing, passing the Southwest corner of said Block Six, at the intersection of the East line of said Elm Street with the North line of said Jones Street and continuing with the West line of said Block Nine for a total distance of 588.00 feet to the Northwest corner of said Block Six, at the intersection of the East line of said Elm Street with the South line of said Lamar Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Block Six, the South line of said Lamar Street, a distance of 300.00 feet to the **PLACE OF BEGINNING** and containing **3.87 ACRES OF LAND** more or less.....

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

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



200 S. Crockett

1 inch = 172 feet



City of Sherman, Texas
Developmental Services Department





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



200 South Crockett Street

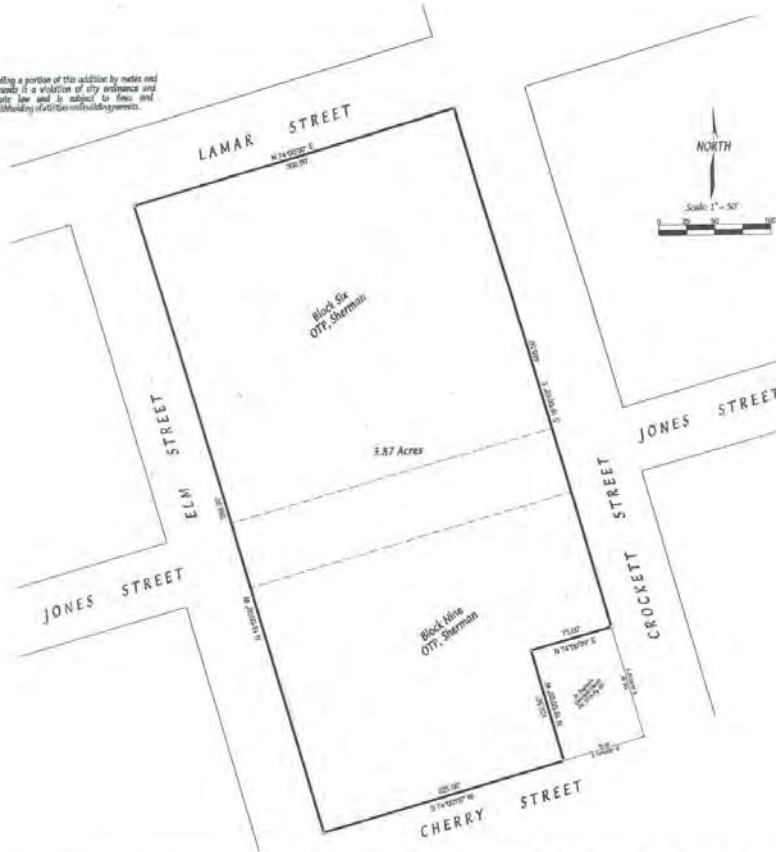
Department of Developmental Services



207 W. Cherry



NOTICE: Being a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fine and withholding of utilities and assessments.



GRAYSON COUNTY JUSTICE CENTER

An Addition to the
CITY of SHERMAN, TEXAS

(Being a replat of all of Block Six and a part of Block Nine of the Original Town Plat of Sherman, Texas, Vol. "B", Pg. 1, D.R.G.C.T., together with that portion of Jones Street lying between said Blocks Six and Nine)

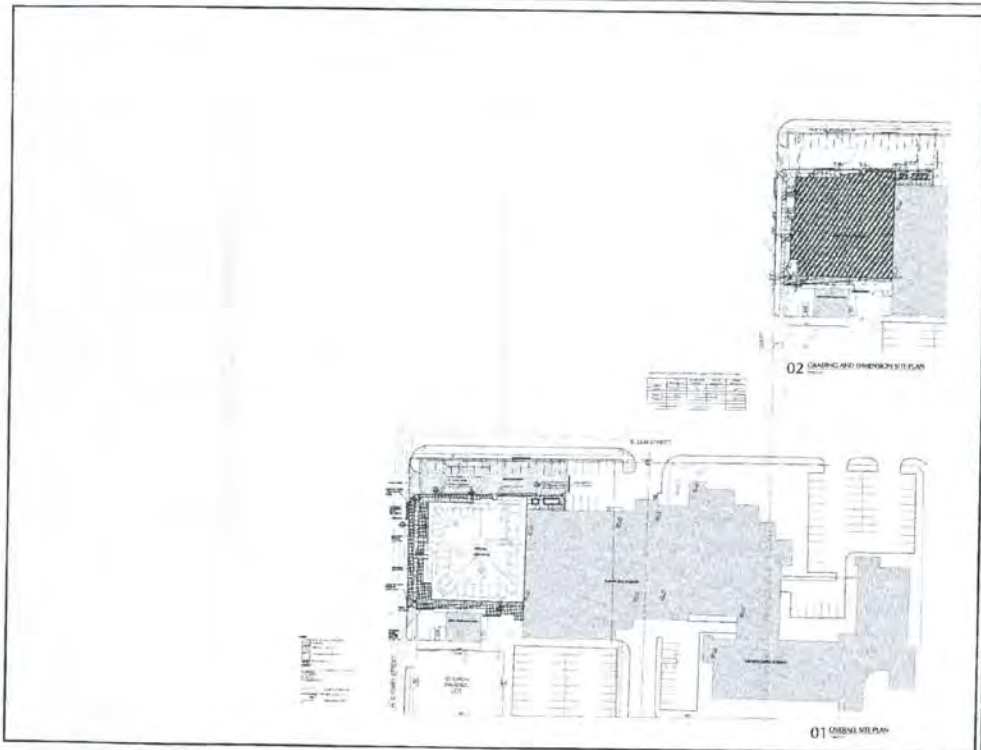
being 3.87 Acres



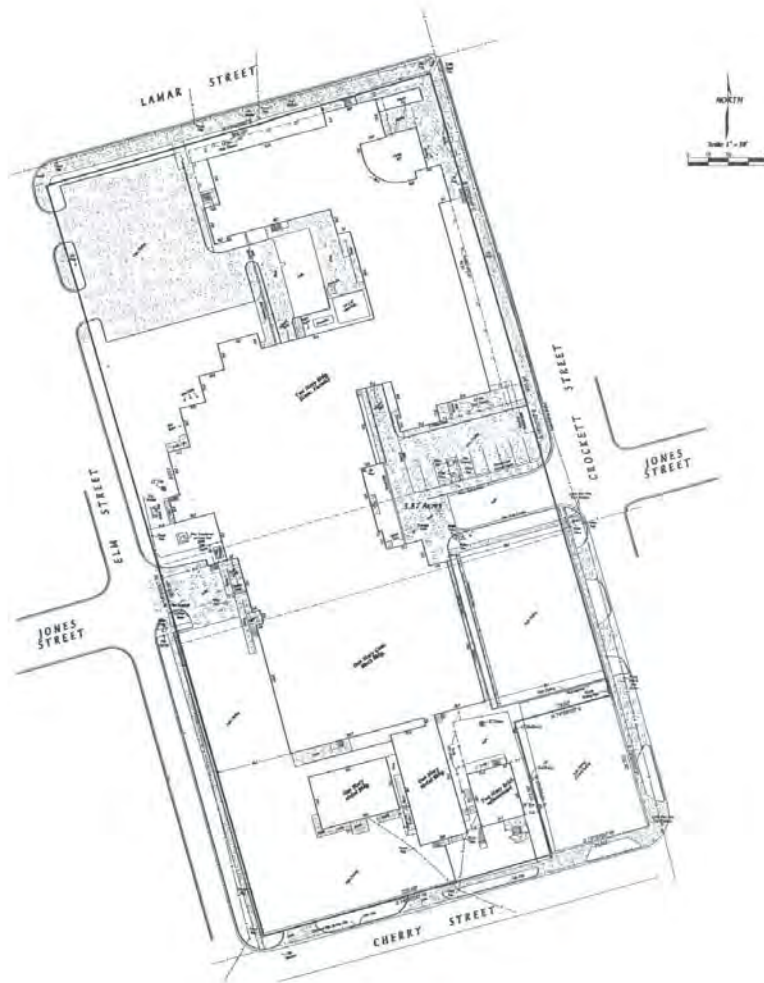
Owner & Developer
Grayson County
Dwight Byrum
County Judge

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
309 S. Travis, P.O. Box 1813 Sherman, Texas 75091-1813
PH: (903) 893-8001 Fax: (903) 848-2911

SHEET 1 OF 2
02/07/04.pcs



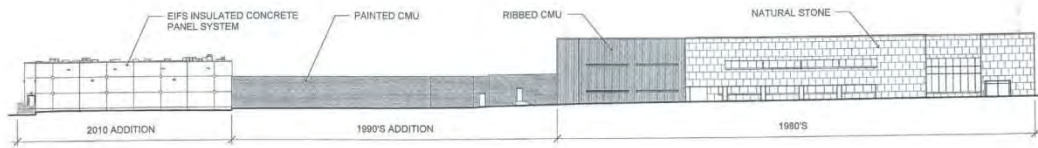
GRAYSON COUNTY JAIL ADDITION 250 S. CROCKETT ST. STEPHENSON, TX 75960	
PROJECT NO. 1010 SHEET NO. SK-2	DESIGNER: MCKEE EBBE P.C. 1000 N. W. 10TH ST. SUITE 200 DALLAS, TX 75201 TEL: 214-760-1000 FAX: 214-760-1001



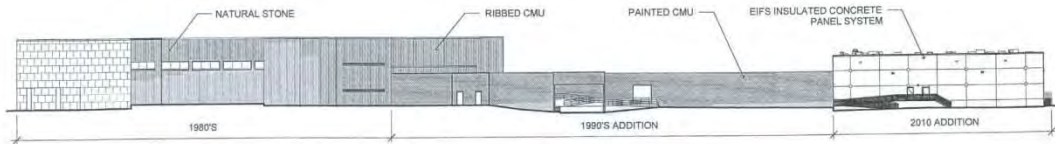
GRAYSON COUNTY JUSTICE CENTER
Sherman, Texas

SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 100 S. Third, P.O. Box 1880 Sherman, Texas 79101-1880
 P.O. Box 1880 Sherman, Texas 79101-1880

10/10/10



01 EAST ELEVATION
1"=40'-0"



02 WEST ELEVATION
1"=40'-0"

Issue Date: 12/28/20
Revised/Updated:

WICENTON HOOKER JEFFERY P.C.
ARCHITECTS
5015 Columbia Highway, Suite 200
Sherman, Texas 75091
P: 940.667.0001
F: 940.667.0002

GRAYSON COUNTY JAIL ADDITION
SHERMAN, TX

Job No.

1010

Sheet No.

SK-1

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner
Richard Barber, Commissioner

200 S. Crockett & 207 W. Cherry
Being 3.87 acres in the J.B. McAnair Survey, Abstract No. 763
Replat, Zone Change, Site Plan & Variance

Requested Action/Proposed Use:

Planning and Zoning Commission

Replat Approval – Grayson County Justice Center, a Replat of Block 6 & part of Block 9 of Original Town Plat together with that portion of Jones Street lying between Blocks 6&9.

Planning and Zoning Commission

Zone change and site plan approval for a Detention Facility and Courthouse expansion from an R-2 (Multi-Family Residential) District and C-2 (General Commercial) District to a C-1 (Retail Business) District.

Board of Adjustments

Variance to allow a detention facility on a site 3.87 acres in lieu of the required 15 acres in a C-1 (Retail Business) District/Central Business District.

Background:

The property is located at 200 South Crockett and 207 West Cherry Streets; the southwest corner of East Lamar and South Crockett Street. The Grayson County Justice Center was built on this site during the 1980's and expanded in the 1990's south, closing Jones between Crockett and Elm Streets. Growth in the County inmate population has driven the need to expand the detention center capacity once again. This expansion is planned for the south end of the existing detention facility. During the planning and design phase it was determined that the site never was formally zoned as a single classification nor platted as a single lot.

Adjacent Zoning:

C-O (Office) District, C-1 (Retail Business) District, C-2 (General Commercial) District and R-2 (Multi-Family Residential) District

Origination:

Grayson County (Owners), Wiginton, Hooker, Jeffry, P.C. (Architects), Donald F. Olson (Representative) and Sartin & Associates (Surveyor)

Master Plan Designation:

Urban/Downtown

Number of notices mailed:

200' – 23, Replat - 135

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:

Patsy Reeves,

Developmental Services Secretary

Approved by:

Scott Shadden,

Director of Developmental Services

SHERMAN



STAFF REVIEW LETTER

January 12, 2011

Grayson County
Jeff Schneider
100 W. Houston
Sherman, TX 75090

Wiginton Hooker Jeffry P.C.
Donald F. Olson, AIA
500 N. Central Expressway, Ste. 300
Plano, TX 75074

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

Dear Applicants,

Your request for site plan approval for a Detention Facility and Courthouse expansion located at 200 South Crockett Street and 207 West Cherry Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 18, 2011 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

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

Engineering:

4. Drive approaches and sidewalks shall conform to the City of Sherman and TxDOT standards.
5. The gross square feet of the structure, property and hard surface area shall be shown on the site plan.
6. The location of trash receptors must be approved by the Assistant Director of Engineering and Public Works.
7. The Fire Marshal shall review for fire protection.

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

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

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

Respectfully,

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

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

Nathan Huffman, Fire Marshal
Scott Taylor, Assistant Director of Public Works
Don Keene, Exec. Dir. of Planning & Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.6

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5687

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 438 West Houston Street, being 0.271 acres in the J.B. McAnair Survey, Abstract No. 763 (Texoma S&D Properties, Owners; Kurt Himmelreich, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue

To consider the request of Texoma S&D Properties (Owners) and Kurt Himmelreich (Representative) concerning the property at 438 West Houston Street, being 0.271 acres in the J.B. McAnair Survey, Abstract No. 763, to allow automobile sales in a C-1 (Retail Business) District

Background

The property is located at 438 West Houston Street, between Rusk Street and Sam Rayburn Freeway; Loc Doc was the former tenant. The owners would like to sell automobiles at this location.

Origination

Texoma S&D Properties (Owners) and Kurt Himmelreich (Representative)

Board Recommendation

At the January 18, 2011 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5687
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5687

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 438 WEST HOUSTON STREET, BEING 0.271 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (TEXOMA S&D PROPERTIES, OWNERS; KURT HIMMELREICH, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Texoma S&D Properties (Owners) and Kurt Himmelreich (Representative) are granted a Specific Use Permit to allow automobile sales in a C-1 (Retail Business) District at 438 West Houston Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

ALL that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract Number 763, City of Sherman, County of Grayson, State of Texas, said tract being part of a tract as recorded in Volume 1353, Page 660 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

BEGINNING for the Northwest corner of said Rehmet tract a set ½ inch steel square tubing, said tubing being the Northwest corner of said Rehmet tract, and on the South right-of-way line of West Houston Street;

THENCE North 75 degrees 08 minutes 36 seconds East, with the North line of said Rehmet tract, a distance of 138.96 feet to a set ½ inch steel square tubing for the Northeast corner of this tract;

THENCE South 15 degrees 11 minutes 44 seconds East, a distance of 71.50 feet to a set railroad spike;

THENCE South 75 degrees 05 minutes 46 seconds West, a distance of 37.91 feet to a set railroad spike;

THENCE South 15 degrees 32 minutes 42 seconds East, a distance of 17.38 feet to the corner of a metal building;

THENCE South 73 degrees 37 minutes 51 seconds West, with a chain link fence part of the way, a distance of 100.71 feet to a set ½ inch steel square tubing for the Southwest corner of this tract;

THENCE North 15 degrees 29 minutes 00 seconds West, with the West line of said Rehmet tract, a distance of 91.57 feet to the **POINT OF BEGINNING and containing 0.271 (11,810.4 Sq. Ft.) acres of land.**

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

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. No outside automobile repair, body work or painting is allowed.
5. All parking shall be on private property and shall not encroach into West Houston Street right-of-way.
6. Parking is permitted on paved surfaces only.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



City of Sherman, Texas
Developmental Services Department

438 West Houston Street

1 inch = 69 feet





LEGEND

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



438 W. Houston Street

Department of Developmental Services



438 W. Houston



Kurt Himmelreich

P.O. Box 1438
Sherman, TX 75091
903.814.1649

17 December 2010

To: City of Sherman
Developmental Services
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091

Narrative for: Specific Use Permit Request - 438 W. Houston St.

Sirs:

On behalf of Dale Himmelreich and Texoma S&D Properties, Inc., I am requesting that you grant a Specific Use Permit for the property at 438 W. Houston Street to allow used auto sales.

I believe this property was originally used for auto sales and therefore easily lends itself to a return to that activity. An estimated 21 used cars or light trucks can be displayed on the property with additional space still in reserve to avoid a crowded look.

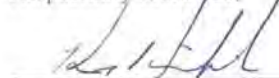
We take pride in our product, before and after the sale. We will keep an inventory of clean, high-quality used cars and light trucks, not "fixer uppers" or cars at the end of their life.

We take pride in our property. By not retaining undesirable trade-ins on the premises, the attractive appearance of the property will be achieved and maintained, with resulting benefit to the surrounding businesses and community.

The Director of the parent corporation (Dale Himmelreich) has 30 years of successful experience in the used car business in the Dallas area, including the creation and sustainment of similar operations during that time, and still continuing today. Additionally, he has spent much of his time for the last 15 years serving the Sherman area through real estate investment, repair and sales. He is motivated by a sincere interest to develop this upscale used auto sales operation in a way that is not only successful, but also enhances the business district and proudly serves the people of Sherman.

We appreciate your public service and consideration of this request. The first part of the calendar year is important to businesses of this type, so we stand ready to quickly address any questions that arise, in hopes that you will quickly arrive at a positive decision.

Respectfully submitted,


Kurt Himmelreich

12/17/2010
Date

Site Plan – Texoma Auto Sales (438 W. Houston)



Elevation Plan – Texoma Auto Sales (438 W. Houston)



- > ¼ Acre Total Property Size
- Existing Structures & Parking Suited for Return to Autos Sales Use
 - Brick Office Building with Glass Front
 - 20' x 80' Covered Parking (All metal)



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley,
Richard Barber, Commissioner

438 West Houston Street
Being 0.271 acres in the J.B. McAnair Survey, Abstract No. 763
Specific Use Permit and Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5) (a) to allow automobile sales in a C-1 (Retail Business) District

Background:

The property is located at 438 West Houston Street between Rusk Street and Sam Rayburn Freeway. The owner would like to sell automobiles at this location.

Adjacent Zoning:

C-1 (Retail Business) District and R-1 (One Family Residential) District

Origination:

Texoma S&D Properties (Owner) and Kurt Himmelreich (Representative)

Master Plan Designation:

Urban/Downtown

Number of notices mailed:

9

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

January 12, 2011

Texoma S&D Properties
PO Box 1438
Sherman, TX 75091

Kurt Himmelreich
PO Box 1438
Sherman, TX 75091

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow automobile sales in a C-1 (Retail Business) District located at 438 West Houston Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 18, 2011 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. No outside automobile repair, body work or painting is allowed.
5. All parking shall be on private property and shall not encroach into West Houston Street right-of-way.
6. Parking is permitted on paved surfaces only.
7. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,

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

CC: George Olson, City Manager Nathan Huffman, Fire Marshal
Mark Gibson, Director Utilities & Engineering Services Scott Taylor, Assistant Director of Public Works
Brandon Shelby, City Attorney Don Keene, Exec. Dir. of Planning & Public Works
Lisa Whitfield, Engineering & Planning Services
Dana G. Smith, City Clerk
City of Dallas, Texas 75091-1106 (972) 892-7206



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.7

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5688

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 1908 East Lamar Street, being Lot 1, Block 1, Eastside Business Park (Lazy L. Enterprises, Owner; Robert Brands, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue

To consider the request of Lazy L. Enterprises (Owner) and Robert Brands (Representative) concerning the property located at 1908 East Lamar Street, being Lot 1, Block 1, Eastside Business Park, to allow automobile sales in a C-1 (Retail Business) District

Background

The property is located at 1908 East Lamar, between Dewey Avenue and Wanda Street. The property is zoned a C-1 (Retail Business) District. The owner would like to sell automobiles at this location.

Origination

Lazy L. Enterprises (Owner) and Robert Brands (Representative)

Board Recommendation

At the January 18, 2011 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5688

Location Map

Photograph

Site Plan

P&Z Communication Form

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5688

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1908 EAST LAMAR STREET, BEING LOT 1, BLOCK 1, EASTSIDE BUSINESS PARK (LAZY L. ENTERPRISES, OWNER; ROBERT BRANDS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Lazy L. Enterprises (Owner) and Robert Brands (Representative) are granted a Specific Use Permit to allow automobile sales in a C-1 (Retail Business) District at 1908 East Lamar Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 1, Block 1, Eastside Business Park

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

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way.

2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. All parking shall be on private property and shall not encroach into East Lamar Street right-of-way.
5. Parking is permitted on paved surfaces only.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
WILLIE STEELE,
DEPUTY MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



City of Sherman, Texas
Developmental Services Department

1908 East Lamar Street

1 inch = 69 feet





LEGEND

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



1908 E. Lamar Street

Department of Developmental Services



1908 E. Lamar



Flood Certification:

The subject property shown hereon does not lie within the limits of any "designated" Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0145 E, dated July 17, 1995.

**G.B. Pilant Survey
Abstract No. 963
in the City of Sherman,
Grayson County, Texas**

Scale:
1" = 30'

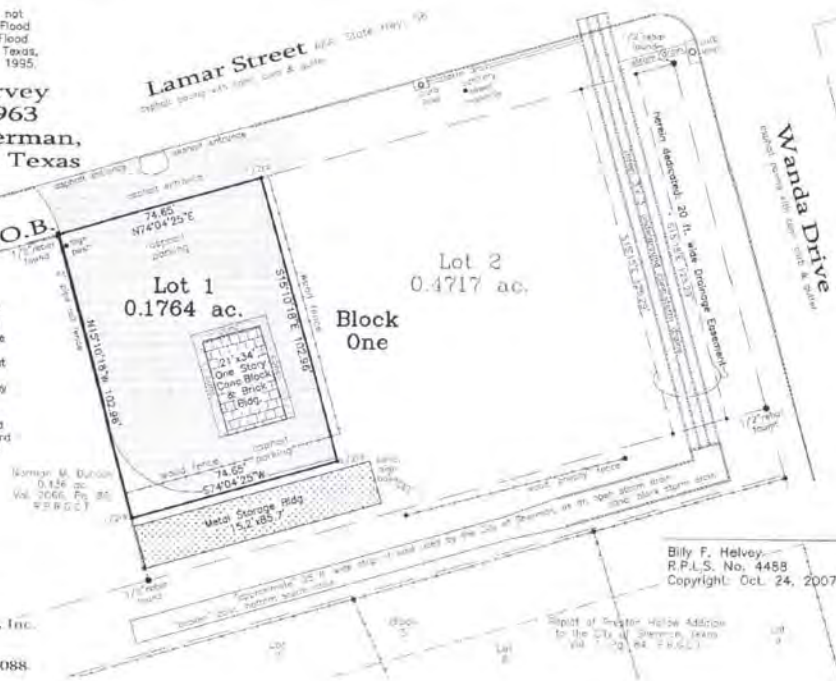
Surveyor's Certification:

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that the Survey Plat shown hereon was prepared from a Survey made on the ground; that visible evidence of UTILITIES that were detected during the course of this Survey are shown hereon; that the Survey substantially complies with the current minimum standards for Professional Land Surveyors, as adopted by the Texas Board of Professional Land Surveying; and that Survey Plat is a true and accurate representation of the property.

Bearing Base:

Grid North: as derived from a Survey Grade "GPS" System, operated in "RTK" mode, in the U.S. State Plane System, North Central Texas Zone, NAD 1983.

Helvey and Associates Surveying, Inc.
222 W. Main St.
Denison, Texas 75020
Ph 903-463-6191 Fax 903-463-4088



Billy F. Helvey
R.P.L.S. No. 4458
Copyright: Oct. 24, 2007





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley,
Richard Barber, Commissioner

1908 E. Lamar
Being Lot 1, Block 1, Eastside Business Park
Specific Use Permit & Site Plan

Requested Action/Proposed Use:
Planning and Zoning Commission

Specific Use Permit and site plan approval to allow automobile sales in a C-1 (Retail Business) District.

Background:

The property is located at 1908 East Lamar between Dewey Avenue and Wanda Street. The property is zoned a C-1 (Retail Business) District. The owner would like to sell automobiles at this location.

Adjacent Zoning:

C-1 (Retail Business) District and C-2 (General Commercial) District

Origination:

Lazy L. Enterprises (Owner) and Robert Brands (Representative)

Number of notices mailed:

14

Objections Received:

0

Master Plan Designation:

Auto-Urban Commercial

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

**STAFF REVIEW LETTER**

January 12, 2011

Lazy L Enterprises
4 Timbercreek
Sherman, TX 75092

Robert C. Brands
1803 Forest Hills
McKinney, TX 75070

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow automobile sales in a C-1 (Retail Business) District located at 1908 East Lamar Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 18, 2011 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
4. All parking shall be on private property and shall not encroach into East Lamar Street right-of-way.
5. Parking is permitted on paved surfaces only.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,

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

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

Nathan Huffman, Fire Marshal
Scott Taylor, Assistant Director of Public Works
Don Keene, Exec. Dir. of Planning & Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.8

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers:

5682, 5683, 5684, 5685, 5686, 5687, and 5688

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5682

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

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5683

Amending Ordinance No. 3031 at Section 1, Subsections (6) and (7), to Establish Maximum, Reasonable and Prudent Rates of Speed in a School Zone on Portions of South Burdette Avenue and South Andrews Avenue in the City of Sherman; Fixing Penalties for Violation Hereof

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5684

Providing for a Permanent "Stop" Sign at the Intersection of Silverado Trail and Canyon Creek Drive within the City Limits of the City of Sherman; Providing for a Penalty Provision

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5685

Providing for Permanent "No Parking" Signs Restricting Parking along the East and West Sides of the 1200 Block of North Luckett Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5686

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 200 South Crockett Street and 207 West Cherry Street (Grayson County, Owners; Wiginton, Hooker, Jeffry, P.C., Architects; Donald F. Olson, Representative; Sartin and Associates, Inc., Surveyors)

B.6 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5687

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 438 West Houston Street, being 0.271 acres in the J.B. McAnair Survey, Abstract No. 763 (Texoma S&D Properties, Owners; Kurt Himmelreich, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.7 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5688

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automobile Sales in a C-1 (Retail Business) District at 1908 East Lamar Street, being Lot 1, Block 1, Eastside Business Park (Lazy L. Enterprises, Owner; Robert Brands, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. B.9

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 5562

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2011 Lift Station Study and Design Project

C.3 * RESOLUTION NO. 5563

Authorizing Execution of a Development Agreement with Steeple Chase Farms Summit, LP for the Construction of Public Facilities in the Estates of Pebblebrook, Phase I Addition to the City of Sherman

C.4 * RESOLUTION NO. 5564

Authorizing the Purchase of Mobile Computer Aided Dispatch (CAD) Software Licenses, Rugged Laptops, and Services for the Sherman Fire Department

D.2 * OTHER BUSINESS

Approve Quarterly Investment Reports for Period ending December 31, 2010

D.4 * OTHER BUSINESS

Replat Approval of Grayson County Justice Center, a Replat of Block 6 and Part of Block 9 of Original Town Plat, together with that Portion of Jones Street lying between said Blocks 6 and 9; Grayson County, Owners; Wiginton, Hooker, Jeffry, P.C., Architects; Donald F. Olson, Representative; Sartin and Associates, Inc., Surveyors (200 South Crockett and 207 West Cherry Streets)

D.5 * OTHER BUSINESS

Final Plat Approval of Dr. Swamy Addition, Phase 1, Lots 1-9, Block A; being 16.084 acres in the William Milligan Survey, Abstract No. 875 and the David Harrison Survey, Abstract No. 587; One Ganesha, LTD, Owners; Winkelmann & Associates, Inc., Engineers/Surveyors (6000-6100 Blocks of U.S. Highway 75 North and 1500-1600 Blocks of F.M. 691 East)

D.6 * OTHER BUSINESS

Site Plan Approval for Fisher Controls under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Smoker's Shelter and Awning, and an Exception to Ordinance No. 2252, Article IV, Section 410(2)(j) to Allow Painted "R" Type Panels on a Smoker's Shelter and Awning in the Blalock Industrial Park District at 4725 U.S. Highway 75 South



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. C.1

RESOLUTION NO. 5561

**Authorizing Execution of a Memorandum of Understanding with Grayson County
for FY 2007 Edward Byrne Memorial Justice Assistance Grant ("JAG")
Funds Distributed by the U.S. Department of Justice**

Issue

Approve a Memorandum of Understanding with Grayson County for fiscal year (FY) 2007 grant funding

Background

Execution of this Memorandum of Understanding (MOU) with Grayson County is one of the required components of the Grayson County Sheriff's Office grant application submitted under the U.S. Department of Justice's 2007 Justice Assistance Grant (JAG) Program. The MOU was omitted from the original grant submission in 2007; and the Grayson County Sheriff's Office will not be awarded the funds without this signed document.

Origination

Police Department and Grant Department

Financial Consideration

None

Staff Recommendation

Approve the Memorandum of Understanding

Attachments

Resolution No. 5561

Justice Assistance Grant Memorandum of Understanding

Prepared by:
Tom Watt, Chief of Police

Approved by:
George Olson, City Manager

RESOLUTION NO. 5561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH GRAYSON COUNTY FOR FY 2007 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") FUNDS DISTRIBUTED BY THE U.S. DEPARTMENT OF JUSTICE; 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 Mayor 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 the Memorandum of Understanding with Grayson County, Texas, providing for the distribution of funds from the FY 2007 Edward Byrne Memorial Justice Assistance Grant distributed by the U.S. Department of Justice.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

JUSTICE ASSISTANCE GRANT
MEMORANDUM OF UNDERSTANDING

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

WHEREAS, Grayson County, Texas, and the City of Sherman, Texas, are each entitled to a percentage of the 2007 Justice Assistance Grant Funds (JAG) distributed by the United States Department of Justice; and

WHEREAS, Grayson County, Texas, and the City of Sherman, Texas, have each agreed to apportionment of the available funds as reflected in this document and as stated in the Federal Grant Award #2007-DJ-BX-1206;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

FUND ALLOCATION

There exists a total of Seventeen Thousand One Hundred Fifty-One Dollars (\$17,151.00) available from the 2007 Justice Assistance Grant Program distributed by the U. S. Department of Justice, to be used for needed equipment of the Grayson Co. Sheriff's Office through Grayson County, Texas. Because of the age of this grant and the need for funds of the Grayson Co. Sheriff's Office and Grayson County, the City of Sherman, Texas, for this 2007 grant year, will allow all of the funds to be distributed as follows:

\$17,151.00 to Grayson County, Texas

AUTHORITY

The signatories hereto acknowledge that the signing of this document has been authorized by the affirmative vote of their governing bodies according to law.

WITNESS OUR HANDS on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

WITNESS OUR HANDS on this the _____ day of _____, 2011.

COUNTY OF GRAYSON, TEXAS

BY: _____
DRUE BYNUM, COUNTY JUDGE

ATTEST:

BY: _____
WILMA BLACKSHEAR-BUSH,
GRAYSON COUNTY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
DAVID VAN PRICE,
ATTORNEY FOR GRAYSON COUNTY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5562**

**Authorizing Execution of a Professional Engineering Services Agreement
with Freeman-Millican, Inc. for the 2011 Lift Station Study and Design Project**

Issue

To consider a contract for professional engineering services with Freeman-Millican, Inc. for a study to optimize lift station service in the City and the design of any approved lift station improvements

Background

The current Capital Improvement Program contains a project to evaluate the City's lift station operation and recommend proposed improvements to the system.

Origination

Utilities Administration, Department #710

Financial Consideration

The fee for the study portion of the project will be based upon hourly rates with a "not to exceed" cap of \$50,000.00 without further City approval. The fee for the design portion of the project will be negotiated based upon the recommended alternative. This project is funded through the Greater Texoma Utility Authority.

Staff Recommendation

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. for the 2011 Lift Station Study and Design Project be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5562

Contract for Professional Engineering Services

Prepared by:

Mark Gibson, Director of Engineering & Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5562

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE 2011 LIFT STATION STUDY AND DESIGN PROJECT; 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 Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2011 Lift Station Study and Design Project, to be approved in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **2011 Lift Station Study and Design** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

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

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

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

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

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

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

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

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

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

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

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

Director of Utilities & Engineering
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

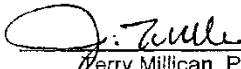
f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER:
Freeman-Millican, Inc.

BY _____
George Olson
City Manager

BY  _____
Jerry Millican, P.E.
President

DATE _____

DATE 21 Jan 11 _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
2011 Lift Station Study and Design
Scope of Professional Services

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

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

OWNER intends to engage the ENGINEER to construct, through Prime Contractor(s) a lift station and related improvements required to replace or supplement the existing Sears Lift Station and the Eastside Lift Station, hereinafter referred to the "Project". The ENGINEER'S service shall include the following tasks:

1. Task 1 - Lift Station Study
2. Task 2 - Design of Lift Station and Related Improvements

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

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

1.2 PRELIMINARY DESIGN PHASE

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

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

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

1.3 FINAL DESIGN PHASE

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

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

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

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

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review,

that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish one (1) set of Mylar reproducible record drawings, one set of AutoCAD drawings and one set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

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

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Providing any type field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property or easement descriptions.

- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

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

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may

be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.
- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall compensate the ENGINEER for Basic Services rendered under SECTION 1 each task as noted in the table below.

TASK	COMPENSATION
Task 1 - Lift Station Study	Hourly rates per Exhibit "A" not to exceed \$50,000.00
Task 2 - Design of Lift Station and Related Improvements	Lump sum to be determined at a later date based on the design options selected from the Lift Station Study.

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

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

5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

5.2.1 Task 1

5.2.1.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred

5.2.2 Task 2

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

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

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

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

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

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

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

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

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

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

5.4 DEFINITIONS

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

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

- 6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.
- 6.1.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:
- 6.1.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.2.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.2.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in

revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following Exhibits are attached to and made a part of this Exhibit 1:

8.1.1 Exhibit "A" – Freeman-Millican, Inc. - Hourly Rates

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5563**

**Authorizing Execution of a Development Agreement with
Steeple Chase Farms Summit, LP for the Construction of Public Facilities
in the Estates of Pebblebrook, Phase I Addition to the City of Sherman**

Issue

The construction of public facilities in the Estates of Pebblebrook, Phase I Addition to the City of Sherman

Background

Steeple Chase Farms Summit, LP proposes to construct the Estates of Pebblebrook, Phase I Addition, which includes the construction of streets, water mains, and sanitary sewer.

Origination

Department of Engineering, 119

Financial Consideration

None

Staff Recommendation

Staff recommends approval of the Development Agreement.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5563

Development Agreement

Location Map

Prepared by:

Mark Gibson, Director of Engineering & Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5563

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH STEEPLE CHASE FARMS SUMMIT, LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE ESTATES OF PEBBLEBROOK, PHASE I ADDITION TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Steeple Chase Farms Summit, LP for the construction of public facilities in the Estates of Pebblebrook, Phase I Addition to the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

**DEVELOPMENT AGREEMENT
(Steeple Chase Farms)**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into effective as of the 15 day of February, 2011 (the "**Effective Date**"), by and among CITY OF SHERMAN ("**City**"), a municipal corporation organized under the laws of the State of Texas, and STEEPLE CHASE FARMS SUMMIT, LP, a Texas limited partnership ("**Developer**").

WITNESSETH:

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

WHEREAS, Developer controls land located in Sherman, Texas, and described in the final plat of Estates of Pebblebrook Phase I submitted to the City by the Developer and attached hereto and made a part hereof as if fully set out in this paragraph as **Exhibit "A"** and hereinafter referred to as the "**Property**", and Developer intends to develop the Property by constructing improvements thereon; and

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** Upon the execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addresses to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.
2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the property (the "**Plat**") and all plans and specifications (the "**Plans**") for the streets, utilities and other improvements to be developed on the Property (collectively the "**Project**") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that the

Plat and Plans accurately depict such subdivision and the improvements that will comprise the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

3. Development Documents: Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as **Exhibit "B"**. Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 9 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. Delivery of Improvements: The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents and contemplated by this Agreement.
5. Performance Bond: No work shall be performed on the improvements until the Developer presents to the City Manager a satisfactory Performance Bond and Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Project contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed on the Property, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. Failure to Complete Development: If the Developer does not complete the Improvements contained in the Development Documents on or before December 31, 2012, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph maybe extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. Availability of Public Facilities: No public facilities will be made available to the Property until the work is performed and approved as agreed upon in this Agreement.
8. Registered Civil Engineer: All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that the improvements as built are true and correct in material accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. City Engineer: Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. Coordination of Work: The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. Utility Arrangements: The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. Fees: Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13. Guarantee or Maintenance Bond: 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.

Instead of the Guarantee set for in subparagraph (a) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. Other Provisions:
Developer Build Water and Sewer:

a. The Developer will construct in material accordance with the Plans prepared by Conley Engineering, Inc. and Sanchez and Associates and approved by the City of Sherman: (i) the water and sewer extensions to serve the subdivision; and (ii) the public road to serve the subdivision.

b. Upon the completion of construction of any public improvements associated with the subdivision one electronic copy and one reproducible set of "Record" drawings will be supplied to the City.

c. The Developer will pay the City a review and inspection fee of \$11,849.13.

15. WAIVER OF RIGHTS UNDER STATE LAW:

a. WAIVER OF RIGHTS:

b. Section 212.904 of the Texas Local Government Code

(i.) Developer understands 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.

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. 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.
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:

Mark Gibson
220 W. Mulberry St.
Sherman, TX 75090
903-892-7210
903-870-7802

DEVELOPER:

Steeple Chase Farms Summit, LP
111 Cambridge Station Road
Louisville, Kentucky 40223

9. Legal Construction: In case anyone 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.

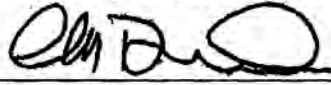
[Remainder of page intentionally left blank for signature]

IN WITNESS WHEREOF parties have caused this Agreement to be executed this 1st day of February, 2011.

DEVELOPER:

STEEPLE CHASE FARMS SUMMIT, LP,
a Texas limited partnership

By: Steeple Chase Farms Summit GP, LLC, a
Texas limited liability company, its general
partner

By: 
Chris Dischinger, Manager

CITY:

APPROVED AS TO FORM:

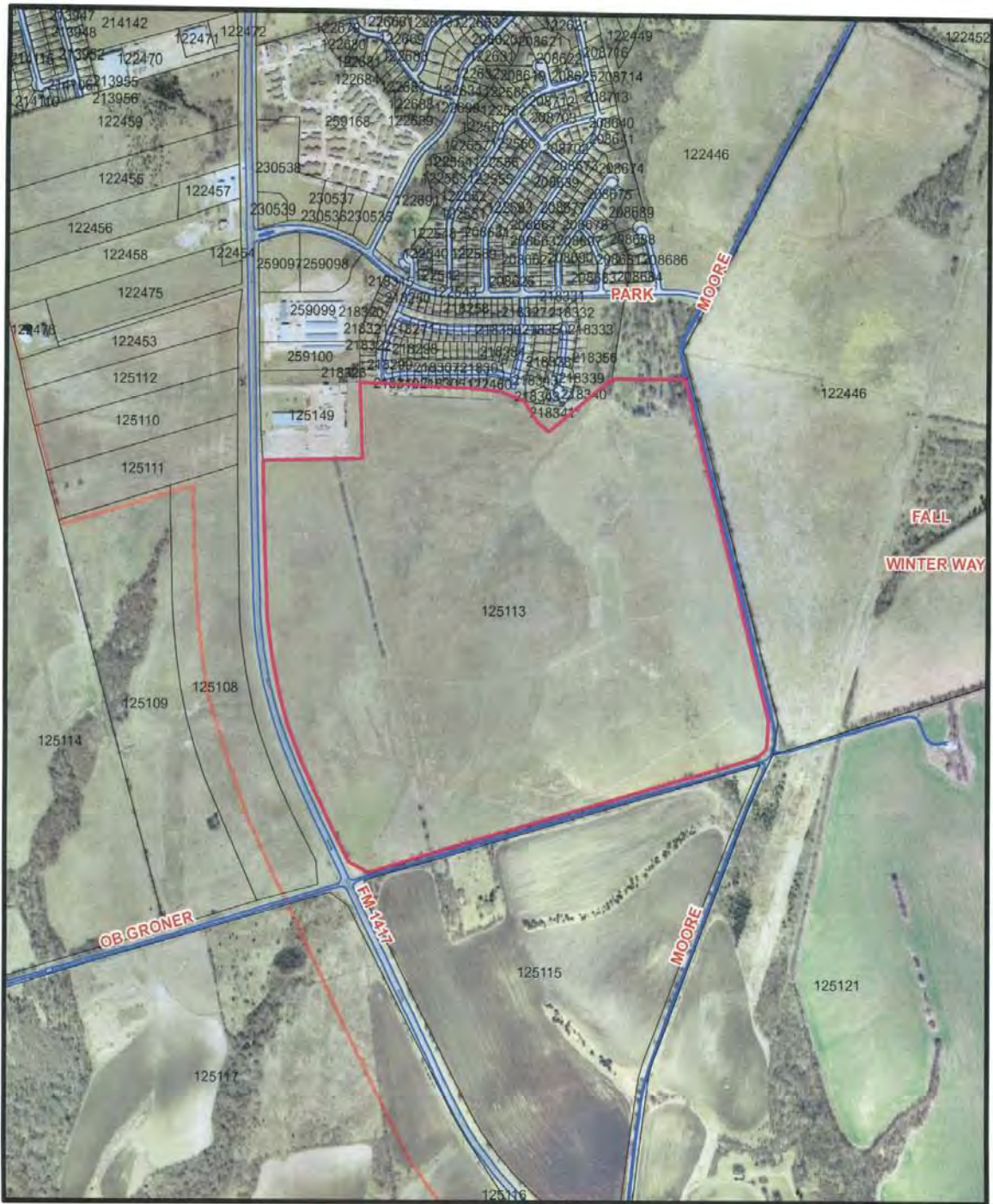
CITY OF SHERMAN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

PLAT OF ESTATES OF PEBBLEBROOK PHASE I



City of Sherman, Texas
Developmental Services Department

2300-3000 Blks. FM 1417 South

1 inch = 859 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5564**

Authorizing the Purchase of Mobile Computer Aided Dispatch (CAD) Software Licenses, Rugged Laptops, and Services for the Sherman Fire Department

Issue

On January 17, 2011, Council approved Resolution No. 5555 accepting a Federal Emergency Management Agency (FEMA) and U.S. Department of Homeland Security grant in the amount of \$125,883.00. Expenditure of these grant funds requires Council approval.

Background

The grant application was to provide computer aided dispatch (CAD) software licenses and rugged laptops to connect the Fire Department's apparatus with the City's central dispatch system and fire station records management software. This CAD project is being undertaken in parallel with improvements in the medical records management and ambulance billing process. Together, these projects are expected to significantly increase the effectiveness of the emergency management program and are projected to save the City over \$50,000.00 annually.

The grant funds and local match of ten percent (10%) of the total grant will be used to purchase seventeen laptop computers through a State Contract with CDW-G. The total cost for the laptop computers is \$69,337.32. The software license and program interface will be purchased through SunGard Public Sector Inc. This is the software currently used by the Sherman Police Department for the Computer Aided Dispatch system. The total cost for the software, interface and first-year maintenance contract is \$56,240.00.

Additional hardware and installation costs will be paid out of the local match as required by the terms of the grant.

Origination

Fire Chief Jeffrey J. Jones

Financial Consideration

The cost of the seventeen computers, software, and licenses for twenty-nine computers will be reimbursed per the conditions of the FEMA grant award. Each rugged laptop will be purchased with a three-year (minimum) replacement warranty. These expenditures were not initially budgeted in the FY2010-11 budget. Staff will evaluate the need for budget adjustments as the year progresses and will recommend changes as necessary.

Staff Recommendation

It is recommended that the Council authorize the purchase of the laptop computers from CDW-G and authorize the Fire Chief to accept the terms and payment conditions quotation for the software and services through SunGard Public Sector Inc.

Alternatives

Though not recommended, the City Council could decline the award and not purchase the mobile CAD software licenses and rugged laptops.

Attachments

Resolution No. 5564

CDW-G Sales Quotation

SunGard Public Sector Inc. Add-on Quote

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5564

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF MOBILE COMPUTER AIDED DISPATCH (CAD) SOFTWARE LICENSES, RUGGED LAPTOPS, AND SERVICES FOR THE SHERMAN FIRE DEPARTMENT; 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 Mayor be and is hereby authorized and directed to purchase from the Government Division of CDW (CDW), through the State of Texas Department of Information Resources (DIR) Contract #DIR-SDD-531, seventeen (17) rugged laptop computers at a purchase price of Sixty-Nine Thousand Three Hundred Thirty-Seven Dollars and Thirty-Two Cents (\$69,337.32); and, further, the Fire Chief is hereby authorized to accept the terms and payment conditions of SunGard Public Sector Inc.'s software license, program interface, and first-year maintenance contract at a purchase price of Fifty-Six Thousand Two Hundred Forty Dollars and No Cents (\$56,240.00), a total purchase price of One Hundred Twenty-Five Thousand Five Hundred Seventy-Seven Dollars and Thirty-Two Cents (\$125,577.32), in accordance with the terms and conditions of the quotations and contract documents attached hereto and made a part hereof for all purposes. Any agreements related to the purchase of these goods and services must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
BXPH925	6526456	2/2/2011

BILL TO:
RANDALL MITCHELL
PO BOX 1106
405 NORTH RUSK

Accounts Payable
SHERMAN, TX 75091-1106

Customer Phone #903.892.7037

SHIP TO:
CITY OF SHERMAN
Attention To: RANDALL MITCHELL
PO BOX 1106
405 NORTH RUSK

SHERMAN, TX 75091-1106
Contact: RANDALL
MITCHELL 903.892.7352

Customer P.O. # BXPH925 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
AL DIGIOVANNI 866.339.6939		Pilot Deferred 3-5 Days	Request Terms	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12	2166315	BTO PAN TB 31 I5-520M 160GB 2GB W7 Mfg#: CF-31AAAAAX1M Contract: Texas Panasonic DIR SDD 531 DIR-SDD-531	3,750.23	45,002.76
17	470719	PAN TOUGHBOOK NO FAULT WARR YR 1,2,3 Mfg#: CF-SVCLTNF3Y Contract: Texas Panasonic DIR SDD 531 DIR-SDD-531	246.23	4,185.91
5	2210971	Electronic distribution - NO MEDIA BTO PAN TB 31 I5-520M 160GB 2GB W7P Mfg#: CF-31AAAAAX1M Contract: Texas Panasonic DIR SDD 531 DIR-SDD-531	4,029.73	20,148.65
		SUBTOTAL		69,337.32
		FREIGHT		0.00
		TAX		0.00
				US Currency
TOTAL				69,337.32

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.371.5000

Fax: 312.705.9150

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

SunGard Public Sector Inc.
4000 OSSI Ct - High Point, NC 27265 -
Phone: (336) 885-0911 - Fax: 407-304-4225 - Email: tbracken@ossiusa.com

SUNGARD® PUBLIC SECTOR

Add-On Quote

Date	Quote #	Acct Mgr
01/20/11	TQDBQ4567	Tammy Bracken

Quote Prepared For:

Sherman Fire Department, TX
Chief Jeff Jones
318 S Travis
Sherman, TX
Phone: 903-892-7263

Hardware not included in quote.

Sherman Police Department will be doing the training.

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
Software for Fire Department Mobiles					
1	MCT-BMS-T2	UPGRADE TO BASE MOBILE SERVER SOFTWARE UP TO 50 WORKSTATIONS Server license of SunGard OSSI's Mobile Server Software to support up to 50 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard OSSI's CAD databases.	\$7,500.00	\$7,500.00	\$1,350.00
29	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, and premises and call information. Any additional hardware must be purchased separately.	\$995.00	\$28,855.00	\$4,617.00
29	MCT-MAP	MCT CLIENT - MAPS Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results. This module is a prerequisite for SunGard OSSI's Automatic Vehicle Locator (AVL) Module.	\$200.00	\$5,800.00	\$928.00
SubTotal:				\$42,155.00	

FireHouse Interface

1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard OSSI's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.	\$5,500.00	\$5,500.00	\$990.00
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Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	CAD-INST-ADD	CAD SOFTWARE INSTALLATION - ADD ON (REMOTE) SunGard Services for installation of the following OSSI CAD module(s): FireHouse Interface	\$700.00	\$700.00	\$0.00
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT CAD project management includes professional services from SunGard OSSI for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard OSSI related deliveries such as application software, implementation services, and scheduling of SunGard OSSI's resources with the Customer.	\$640.00	\$640.00	\$0.00
1		Discount	-\$640.00	-\$640.00	\$0.00
			SubTotal:	\$6,200.00	
			Total:	\$48,355.00	\$7,885.00

This quote is valid until 03/20/11

To accept this quote, please fax a signed copy of the quote to Tammy Bracken at 407-304-4225.

Please call me at 336-878-1234 if I can be of further assistance or if you have any questions.

Thank you for your continued business.

Sincerely,
Tammy Bracken
Customer Account Executive

This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Program(s) to Customer.

Payment Terms are as Follows:

License, Conversion, Project Planning, Project Management, Hardware and Third Party Software fees are due upon execution of this Quote. Training, Professional Services and Travel/Living expenses are due as incurred monthly. Installation is due upon completion. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery. Hardware and Third Party Software Implementation is due 50% on execution of this Quote, and 50% due upon invoice, upon completion.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third Party Application Annual Support Fees - payment terms shall be as provided by the Third Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.

Accepted:

Sherman Fire Department, TX

Signature

Date

Printed Name



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.1

OTHER BUSINESS

**Receive Presentation from Engineering and Public Works Director Mark Gibson
on a Draft Water Management Strategy for the City of Sherman**

Issue

A draft water management strategy presentation by Director Mark Gibson

Background

Management of its water resources will be critical to the City's ability to successfully plan for the future. This presentation outlines the planned management strategy.

Origination

City Manager

Financial Consideration

There is no cost associated with this presentation.

Council Action Requested

The Council need take no action on this presentation. Based on this strategy, a formal City Water Management Policy will be documented and submitted for Council approval at a later date.

Alternatives

None

Attachments

None

Prepared by:
Mark Gibson, Engineering and Public Works Director

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.2

*** OTHER BUSINESS**

Approve Quarterly Investment Reports for Period ending December 31, 2010

Issue

To approve the Investment Reports for the quarterly period ending December 31, 2010

Background

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. The report was given to the Investment Committee prior to submittal to the Council. Two portfolios will be addressed: Operating Portfolio and Debt Proceeds Portfolio.

As of December 31, 2010, both portfolios were in compliance with applicable state laws and the City's internal Investment Policy. The Operating Portfolio had a book value of about \$18.8 million, down about \$1 million from three months ago due to seasonally slow property tax collections during the period. This portfolio is appropriately liquid; and its weighted-average maturity decreased to about 184 days, down from 192 days last period, because of investment purchases during the quarter. The portfolio yield of 0.69% for the quarter is higher than the benchmark yield of 0.23%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

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

Origination

Finance

Financial Consideration

None

Staff Recommendation

It is recommended that the Council accept the report as presented.

Alternatives

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee; Investment reports and related schedules

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

memorandum

DATE: Wednesday, February 2, 2011

TO: The Investment Committee
Deputy Mayor Willie Steele and Council Member Robert G. Softly
City Manager George Olson

FROM: Robby Hefton, Assistant City Manager/CFO 

SUBJECT: Investment Reports for Quarter ended December 31, 2010

Enclosed is a copy of the quarterly investment reports for the quarter ended December 31, 2010. Reports are included for two major portfolios: 1) operating portfolio, and 2) CO Debt portfolio. Each of these reports reflects that, as of that date, the City was in compliance with all applicable state laws as well as the City's Investment Policy.

The total operating portfolio balance of about \$18.8 million had a weighted-average maturity of about 184 days, down from 192 days last quarter, because more securities matured during the period than were purchased. The portfolio yield of 0.69% was higher than our benchmark 180-day T-Bill yield, which was 0.23%; and book value closely approximated market value.

Also, as of December 31, 2010, all of the CO Debt Proceeds was invested in pooled investments, together yielding 0.18%, slightly lower than the benchmark 180-day T-Bill rate. The Debt Proceeds portfolio balance decreased by about \$.8 million during the quarter because of payments related to capital construction.

This investment report will be on the February 7, 2011 City Council Agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachment (as stated above)



CITY OF SHERMAN, TX
Investment Report Summary
December 31, 2010

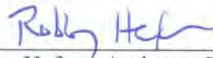
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law. At December 31, 2010 investment book value was about \$18.8 million and had decreased by approximately \$1.0 million from three months prior. Decreases in investment balances are customary during this quarter each year due because property tax collections are just beginning to ramp up. The City's investment portfolio includes interest-bearing demand deposits, bank time deposits, investment pools that strive to maintain a 100% net asset value, and U.S. Agency securities.

The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of December 31, 2010. The weighted-average maturity of the portfolio decreased slightly to about 184 days at December 31, 2010 compared to about 192 days at September 30, 2010.

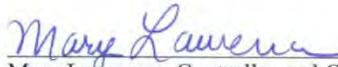
The market value of the portfolio was 100.09% of book value as of December 31, 2010. The portfolio yield of 0.69% at December 31, 2010 was higher than the benchmark yield on the 180-day T-Bill, which was 0.23%.

One security matured during the quarter with a par value of \$1.0 million and one security was purchased with a par value of \$1.0. Accrued interest of about \$18,000 was added to time deposit principal. All other transactions were routine.

The following schedules are also a part of this investment report.



Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer



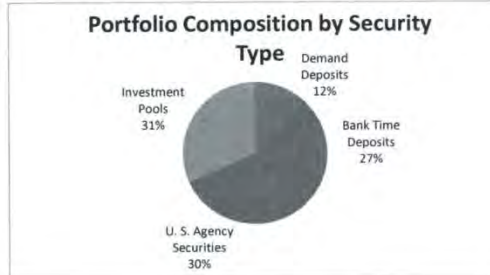
Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
Detailed Investment Report
As of December 31, 2010

Investment	Par	VALUES - September 30, 2010		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - December 31, 2010	
		Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change In Market Price	Book	Market
DEMAND DEPOSITS									
Depository Bank		\$ 1,682,357	\$ 1,682,357	\$ (15,465)	\$ -	\$ (15,465)	\$ -	\$ 1,666,892	\$ 1,666,892
Depository Bank-TIF Funds		547,183	547,183	207	-	207	-	547,390	547,390
		2,229,540	2,229,540	(15,258)	-	(15,258)	-	2,214,282	2,214,282
BANK TIME DEPOSITS									
Certificate of Deposit 1.65% 3/1/2011		1,008,267	1,008,267	4,159	-	4,159	-	1,012,426	1,012,426
Certificate of Deposit 1.5% 12/3/2011		1,003,750	1,003,750	3,764	-	3,764	-	1,007,514	1,007,514
Certificate of Deposit 1.61% 5/3/2012		1,004,025	1,004,025	4,041	-	4,041	-	1,008,066	1,008,066
Certificate of Deposit 1.4% 7/19/2011		1,013,796	1,013,796	3,577	-	3,577	-	1,017,373	1,017,373
Certificate of Deposit 1.00% 9/16/2012		1,000,000	1,000,000	2,521	-	2,521	-	1,002,521	1,002,521
		5,029,838	5,029,838	18,062	-	18,062	-	5,047,900	5,047,900
INVESTMENT POOLS									
Tex-Pool		3,550,700	3,550,913	-	1,680	-	1,538	3,552,380	3,552,451
TexStar		3,376,514	3,376,848	(1,000,000)	1,308	(1,000,000)	1,190	2,377,822	2,378,038
		6,927,214	6,927,761	(1,000,000)	2,988	(1,000,000)	2,728	5,930,202	5,930,489
SECURITY INVESTMENTS									
FHLB 0.5% 11/23/2010	1,000,000	1,000,227	1,000,419	(1,000,000)	(227)	(1,000,000)	(419)	-	-
FFCB 3.9% 6/20/2011	1,000,000	1,022,874	1,025,729	-	(8,002)	-	(8,794)	1,014,872	1,016,935
FNMA 3.625% 8/15/2011	1,000,000	1,026,202	1,028,718	-	(7,557)	-	(8,621)	1,018,645	1,020,097
FHLB 2.1% 9/6/2011	500,000	506,303	508,206	-	(1,736)	-	(2,343)	504,567	505,863
FHLB 3.75% 9/9/2011	1,030,000	1,059,465	1,062,963	-	(7,881)	-	(9,203)	1,051,584	1,053,760
FHLB 2.13% 12/9/2011	1,000,000	1,003,140	1,008,804	-	(658)	-	(1,941)	1,002,482	1,006,863
FHLB .5% 8/23/2012	1,000,000	-	-	995,500	124	995,500	3,357	995,624	998,857
		5,618,211	5,634,839	(4,500)	(25,937)	(4,500)	(27,964)	5,587,774	5,602,375
		\$19,804,803	\$19,821,978	(\$1,001,696)	(\$22,949)	(\$1,001,696)	(\$25,236)	\$18,780,158	\$18,795,046

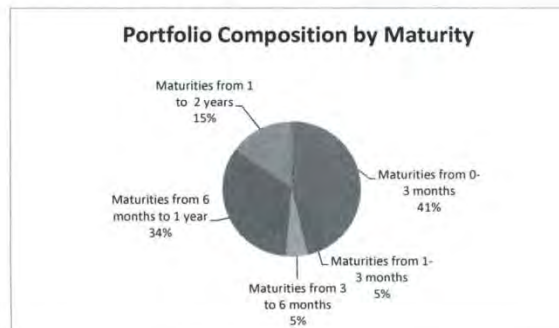
CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of December 31, 2010

<u>LIMITS ON TYPES OF SECURITIES</u>	<u>Target Investment Level</u>	<u>Portfolio Cap</u>	<u>Actual Percentage of Portfolio</u>	<u>% Variance Policy Limits</u>
Demand Deposits	100%	100%	11.79%	88.21%
Bank Time Deposits	25%	30%	26.88%	3.12%
U. S. Treasury Securities	80%	85%	0.00%	85.00%
U. S. Agency Securities	45%	50%	29.75%	20.25%
Investment Pools	45%	50%	31.58%	18.42%
State of Texas Obligations	45%	50%	0.00%	50.00%



<u>LIMITS ON MATURITIES</u>	<u>Minimum Allowable Percentage of Portfolio</u>	<u>Actual Percentage of Portfolio</u>	<u>% Variance Policy Limits</u>
Available within 1 month	25%	43.37%	18.37%
Available within 3 months	33%	48.76%	15.76%
Available within 6 months	45%	54.16%	9.16%
Available within 1 year	60%	83.99%	23.99%
Available within 2 years	70%	100.00%	30.00%
Available within 3 years	80%	100.00%	20.00%
Available within 4 years	90%	100.00%	10.00%
Available within 5 years	100%	100.00%	0.00%

	<u>Maximum Allowable</u>	<u>Actual Average Maturity</u>	<u>Policy Limit Days Available</u>
Weighted Average Days to Maturity	500	184.43	315.57



CITY OF SHERMAN, TX

Calculation of Weighted Average Maturity and Yield

As of December 31, 2010

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank	\$1,666,892	\$ 1,666,892	0	0.15%	8.88%
Depository Bank -TIF Funds	<u>547,390</u>	<u>547,390</u>	0	0.15%	<u>2.91%</u>
	2,214,282	2,214,282			11.79%
Bank Time Deposits					
Certificate of Deposit 1.65% 3/1/2011	1,012,426	1,012,426	60	1.66%	5.39%
Certificate of Deposit 1.5% 12/3/2011	1,007,514	1,007,514	337	1.51%	5.36%
Certificate of Deposit 1.61% 5/3/2012	1,008,066	1,008,066	489	1.62%	5.37%
Certificate of Deposit 1.40% 7/19/2011	1,017,373	1,017,373	200	1.41%	5.42%
Certificate of Deposit 1.00% 9/16/2012	<u>1,002,521</u>	<u>1,002,521</u>	625	1.00%	<u>5.34%</u>
	5,047,900	5,047,900			26.88%
Investment Pools					
Tex-Pool	3,552,451	3,552,380	1	0.19%	18.92%
TexStar	<u>2,378,038</u>	<u>2,377,822</u>	1	0.19%	<u>12.66%</u>
	5,930,489	5,930,202			31.58%
Federal Securities and Notes					
FFCB 3.9% 6/20/2011	1,016,935	1,014,872	171	0.71%	5.40%
FNMA 3.625% 8/15/2011	1,020,097	1,018,645	227	0.62%	5.42%
FHLB 2.1% 9/6/2011	505,863	504,567	249	0.69%	2.69%
FHLB 3.75% 9/9/2011	1,053,760	1,051,584	249	0.71%	5.60%
FHLB 2.13% 12/9/2011	1,006,863	1,002,482	343	1.09%	5.34%
FHLB .5% 8/23/2012	<u>998,857</u>	<u>995,624</u>	601	0.77%	<u>5.30%</u>
	5,602,375	5,587,774			29.75%
TOTAL	<u>\$18,795,046</u>	<u>\$18,780,158</u>			<u>100.00%</u>
Weighted Average Maturity					
Weighted Average Days to Maturity				184.43	
Weighted Average Days to Maturity-Operating (ex.depository bank-checking)				209.09	
Weighted Average Yield					
Weighted Average Yield				0.69%	
Weighted Average Yield - Operating (excluding depository bank-checking)				0.77%	
Yield to Maturity of 180 day T-Bill at December 31, 2010				0.23%	

CITY OF SHERMAN, TX
Market Value Analysis
As of December 31, 2010

CHANGES IN MARKET VALUE:

BEGINNING VALUE - September 30, 1010		\$19,821,978
<u>INVESTMENT ACTIVITY:</u>		
Purchases	1,013,562	
Maturities	(1,000,000)	
Net Changes in Market Price	<u>(27,964)</u>	
		(14,402)
Bank and Pooled Investment Deposits/(Withdrawals) - Net		<u>(1,012,530)</u>
ENDING VALUE - December 31, 2010		<u><u>\$18,795,046</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - September 30, 1010</u>		
Market Value	\$19,821,978	
Book Value	\$19,804,803	
Ratio of Market Value to Book Value		100.09%
 <u>ENDING VALUE - December 31, 2010</u>		
Market Value	\$18,795,046	
Book Value	\$18,780,158	
Ratio of Market Value to Book Value		100.08%

CITY OF SHERMAN, TX
Quarter to Date Investment Transaction Report
As of December 31, 2010

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
12/14/2010	FHLB .5%	\$ 995,500	\$ 1,000,000	0.77%	08/23/2012
10/19/2010	CD	\$ 3,577	\$ 3,577	1.41%	07/19/2011
11/01/2010	CD	\$ 4,159	\$ 4,159	1.66%	03/01/2011
11/03/2010	CD	\$ 4,041	\$ 4,041	1.62%	05/03/2012
11/03/2010	CD	\$ 3,764	\$ 3,764	1.51%	12/03/2011
12/16/2010	CD	\$ 2,521	\$ 2,521	1.00%	09/16/2012

Total Purchases \$ 1,013,562 \$ 1,018,062

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>
11/23/2010	FHLB .5%	\$ 1,000,000	0.35%

Total Maturities \$ 1,000,000

CITY OF SHERMAN, TX
Interest Receivable and Earned Interest Income
December 31, 2010

Investment	Original Yield	Interest Receivable September 30, 2010	Purchased Interest	Interest Received	Coupon Interest	Interest Receivable December 31, 2010	Amortization/ Accretion	Earned Interest Income
DEMAND DEPOSITS								
Depository Bank	0.15%	\$ -	\$ -	\$ 989	989	\$ -	\$ -	\$ 989
Depository Bank-TIF Funds	0.15%	-	-	335	335	-	-	335
		-	-	1,324	1,324	-	-	1,324
TIME DEPOSITS								
Certificate of Deposit 1.65% 3/1/2011	1.66%	2,628	-	4,159	4,159	2,628	-	4,159
Certificate of Deposit 1.5% 12/3/2011	1.51%	2,415	-	3,764	3,781	2,432	-	3,781
Certificate of Deposit 1.61% 5/3/2012	1.62%	2,600	-	4,041	4,058	2,617	-	4,058
Certificate of Deposit 1.4% 7/19/2011	1.41%	2,839	-	3,577	3,577	2,839	-	3,577
Certificate of Deposit 1.00% 9/16/2012	1.00%	384	-	2,521	2,521	384	-	2,521
		10,865	-	18,062	18,096	10,899	-	18,096
INVESTMENT POOLS								
Tex-Pool	0.19%	-	-	2,000	2,000	-	-	2,000
TexStar	0.19%	-	-	2,535	2,535	-	-	2,535
		-	-	4,535	4,535	-	-	4,535
SECURITY INVESTMENTS								
FHLB 0.5% 11/23/2010	0.35%	2,063	-	2,917	854	-	(227)	627
FFCB 3.9% 6/20/2011	0.71%	10,866	-	19,500	9,830	1,196	(8,002)	1,828
FNMA 3.625% 8/15/2011	0.62%	4,532	-	-	9,063	13,595	(7,557)	1,506
FHLB 2.1% 9/6/2011	0.71%	671	-	-	2,625	3,296	(1,736)	889
FHLB 3.75% 9/9/2011	0.69%	2,253	-	-	9,871	12,124	(7,881)	1,990
FHLB 2.13% 12/9/2011	1.09%	3,818	-	5,625	2,558	751	(658)	1,900
FHLB .5% 8/23/2012	0.77%	-	306	-	233	539	124	357
		24,203	306	28,042	35,034	31,501	(25,937)	9,097
		\$35,068	\$306	\$51,963	\$58,989	\$42,400	(\$25,937)	\$33,052

**CITY OF SHERMAN, TX
CO Debt Proceeds
Investment Report Summary
December 31, 2010**

This report complies with the requirements of the public funds investment law and covers the Certificate of Obligation Debt Proceeds of the City of Sherman that is subject to that law. At December 31, 2010, investment book value was about \$3.9 million and had decreased by approximately \$0.8 million from the previous quarter due to payments made for construction projects. The City's investment portfolio includes interest-bearing demand deposits and investment pools that strive to maintain a 100% net asset value.

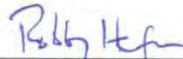
The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of December 31, 2010. The weighted-average maturity of the portfolio was 1 day at December 31, 2010.

The market value of the portfolio was 100.01% of book value as of December 31, 2010.

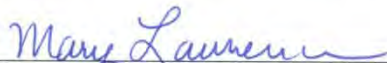
The portfolio yield of 0.18% at December 31, 2010 was lower than the benchmark yield of .23% on the 180-day T-Bill due to the liquidity needed to pay construction project costs as they are incurred.

All other transactions were routine.

The following schedules are also a part of this investment report.



Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer



Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
CO Debt Proceeds
Detailed Investment Report - Debt Proceeds
As of December 31, 2010

Investment	VALUES - September 30, 2010		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - December 31, 2010	
	Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change In Market Price	Book	Market
DEMAND DEPOSITS								
Depository Bank-TIF	\$ 350,567	\$ 350,567	\$ (11,736)	\$ 129	\$ (11,736)	\$ 129	\$ 338,960	\$ 338,960
INVESTMENT POOLS								
Tex-Pool-2009 Bonds	599,853	599,889	(470,513)	210	(470,513)	177	129,550	129,553
TexStar-2009A Bonds	3,472,715	3,473,059	-	1,633	-	1,605	3,474,348	3,474,664
	4,072,568	4,072,948	(470,513)	1,843	(470,513)	1,782	3,603,898	3,604,217
	\$4,423,135	\$4,423,515	(\$482,249)	\$1,972	(\$482,249)	\$1,911	\$3,942,858	\$3,943,177

CITY OF SHERMAN, TX
CO Debt Proceeds
Comparison of Portfolio to Policy Limits
As of December 31, 2010

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Cash Demands within 1 month	10%	100.00%	90.00%
Cash Demands within 3 months	14%	100.00%	85.96%
Cash Demands within 6 months	40%	100.00%	59.70%
Cash Demands within 1 year	77%	100.00%	23.34%
Cash Demands within 2 years	100%	100.00%	0.00%

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	1.00	499.00

CITY OF SHERMAN, TX
CO Debt Proceeds
Calculation of Weighted Average Maturity and Yield
As of December 31, 2010

Demand Deposits

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Depository Bank	338,960	338,960	0	0.15%	8.60%

Investment Pools

Tex-Pool-2009 Bonds	129,553	129,550	1	0.19%	3.29%
Tex-Star-2009A Bonds	3,474,664	3,474,348	1	0.19%	88.12%
	3,604,217	3,603,898			91.40%
TOTAL	\$ 3,943,177	\$ 3,942,858			100.00%

Weighted Average Maturity

Weighted Average Days to Maturity	1
Weighted Average Days to Maturity-Operating (ex.depository bank)	1

Weighted Average Yield

Weighted Average Yield	0.18%
Weighted Average Yield-Operating (excluding depository bank)	0.19%
Yield to Maturity of 180 day T-Bill at December 31, 2010	0.23%

CITY OF SHERMAN, TX
CO Debt Proceeds
Market Value Analysis
As of December 31, 2010

CHANGES IN MARKET VALUE:

BEGINNING VALUE - September 30, 2010	\$4,423,515
<u>INVESTMENT ACTIVITY:</u>	
Purchases	-
Maturities	-
Net Changes in Market Price	-
Bank and Pooled Investment Deposits/(Withdrawals) - Net	(\$480,338)
ENDING VALUE - December 31, 2010	<u><u>\$3,943,177</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:

<u>BEGINNING VALUE - September 30, 2010</u>		
Market Value	\$4,423,515	
Book Value	\$4,423,135	
Ratio of Market Value to Book Value		100.01%
 <u>ENDING VALUE - December 31, 2010</u>		
Market Value	\$3,943,177	
Book Value	\$3,942,858	
Ratio of Market Value to Book Value		100.01%

CITY OF SHERMAN, TX
CO Debt Proceeds
Quarter To Date Investment Transaction Report
As of December 31, 2010

PURCHASES

There were no purchases during the period.

MATURITIES

There were no maturities during the period.

CITY OF SHERMAN, TX
CO Debt Proceeds
Interest Receivable and Earned Interest Income
As of December 31, 2010

Investment	Original Yield	Interest Receivable September 30, 2010	Purchased Interest	Interest Received	Coupon Interest	Interest Receivable December 31, 2010	Amortization/ Accretion	Earned Interest Income
DEMAND DEPOSITS								
Depository Bank-TIF	0.15%	\$ -	\$ -	\$ 129	\$ 129	\$ -	\$ -	\$ 129
INVESTMENT POOLS								
Tex-Pool - 2009 Bonds	0.19%	-	-	210	210	-	-	210
TexStar - 2009A Bonds	0.19%	-	-	1,633	1,633	-	-	1,633
		-	-	1,843	1,843	-	-	1,843
		\$ -	\$ -	\$1,972	\$1,972	\$ -	\$ -	\$1,972



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.3

OTHER BUSINESS

Consider Scheduling the City Council's Second Long-Term Planning Meeting for Wednesday, February 23, 2011

Issue

To consider scheduling a date, time and location for the City Council's second long-term planning session

Background

At the June 17, 2010 Budget Workshop, the City Council and staff discussed the need for a long-term planning session to provide visibility into addressing financial and operational challenges facing the City over the next several years. The initial long-term planning meeting was held on Friday, November 19, 2010; and this meeting is the second proposed meeting of perhaps several to help establish a plan to identify and discuss these challenges, and provide direction for an intermediate-term plan to proactively meet these challenges.

Origination

City Council and City Management

Staff Recommendation

It is recommended that the City Council schedule their second long-term planning session to begin at 9:00 a.m. on Wednesday, February 23, 2011 in the City Council Chambers.

Alternatives

The City Council could set the meeting for 9:00 a.m. on Thursday, March 3rd or for another date, time or location more convenient.

Attachments

2011 Council Calendar

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

**2011
CITY COUNCIL MEETINGS**

JANUARY

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

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						

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					

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			

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		

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	

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

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					

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				

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			

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		

DECEMBER

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

01/03/11 - January 3rd Council meeting cancelled
 01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
 02/21/11 - Washington's Birthday / Regular Council Meeting
 02/23/11 - Proposed Long-Term Planning Meeting
 03/28/11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
 (Annexation of 23.065 acres south of Dripping Springs Road and
 west of Cedar Park Village)
 07/04/11 - Independence Day - Called Council Meeting on 07/05/11
 09/05/11 - Labor Day / Called Council Meeting on 09/06/11



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

**Replat Approval of Grayson County Justice Center, a Replat of Block 6 and Part of Block 9 of Original Town Plat, together with that Portion of Jones Street lying between said Blocks 6 and 9; Grayson County, Owners; Wiginton, Hooker, Jeffry, P.C., Architects; Donald F. Olson, Representative; Sartin and Associates, Inc., Surveyors
(200 South Crockett and 207 West Cherry Streets)**

Issue

To consider Replat Approval of Grayson County Justice Center, a Replat of Block 6 and part of Block 9 of Original Town Plat together with that portion of Jones Street lying between Blocks 6 and 9 located at 200 South Crockett and 207 West Cherry Streets

Background

The property is located at 200 South Crockett and 207 West Cherry Streets. The owners would like to Replat the property into one lot to expand the Grayson County Detention Facility and Courthouse.

Origination

Grayson County (Owners), Wiginton, Hooker, Jeffry, P.C. (Architects), Donald F. Olson (Representative), and Sartin & Associates, Inc. (Surveyors)

Board Recommendation

At the January 18, 2011 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



200 S. Crockett

1 inch = 172 feet



City of Sherman, Texas
Developmental Services Department





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



200 South Crockett Street

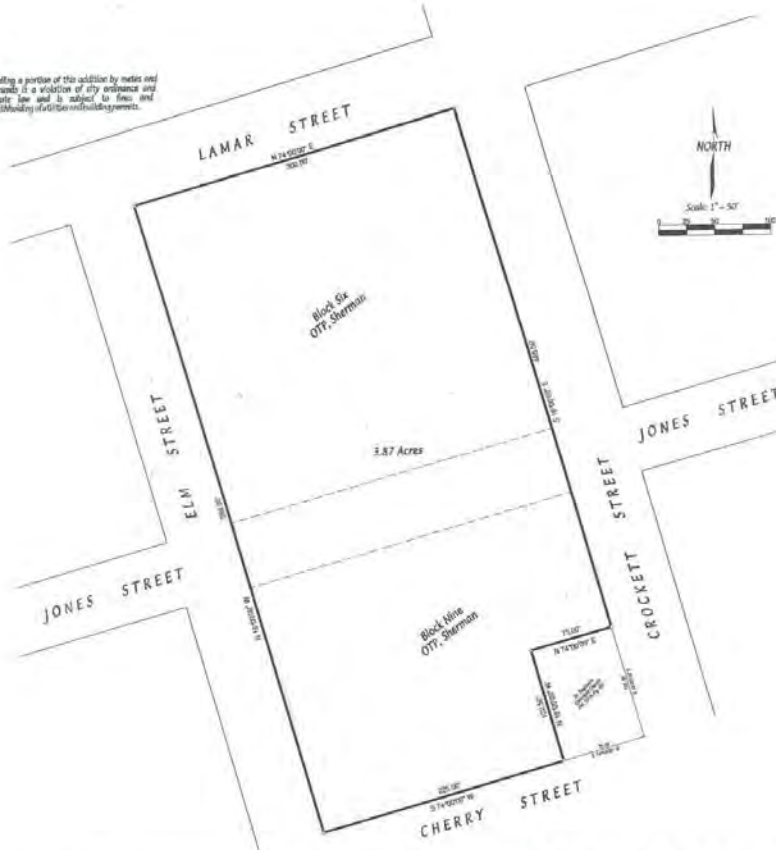
Department of Developmental Services



207 W. Cherry



NOTICE: Setting a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fine and withholding of title and recording fees.



GRAYSON COUNTY JUSTICE CENTER

An Addition to the
CITY of SHERMAN, TEXAS

(Being a replat of all of Block Six and a part of Block Nine of the Original Town Plat of Sherman, Texas, Vol. "B", Pg. 1, D.R.G.C.T., together with that portion of Jones Street lying between said Blocks Six and Nine)

being 3.87 Acres



Owner & Developer
Grayson County
District Court
County Judge

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
309 S. Travis, P.O. Box 1813 Sherman, Texas 75091-1813
PH: (903) 893-8001 Fax: (903) 848-2911

SHEET 1 OF 2
02/07/04.pcs

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley,
Richard Barber, Commissioner

200 S. Crockett & 207 W. Cherry
Being 3.87 acres in the J.B. McAnair Survey, Abstract No. 763
Replat, Zone Change, Site Plan & Variance

Requested Action/Proposed Use:

Planning and Zoning Commission

Replat Approval – Grayson County Justice Center, a Replat of Block 6 & part of Block 9 of Original Town Plat together with that portion of Jones Street lying between Blocks 6&9.

Planning and Zoning Commission

Zone change and site plan approval for a Detention Facility and Courthouse expansion from an R-2 (Multi-Family Residential) District and C-2 (General Commercial) District to a C-1 (Retail Business) District.

Board of Adjustments

Variance to allow a detention facility on a site 3.87 acres in lieu of the required 15 acres in a C-1 (Retail Business) District/Central Business District.

Background:

The property is located at 200 South Crockett and 207 West Cherry Streets; the southwest corner of East Lamar and South Crockett Street. The Grayson County Justice Center was built on this site during the 1980's and expanded in the 1990's south, closing Jones between Crockett and Elm Streets. Growth in the County inmate population has driven the need to expand the detention center capacity once again. This expansion is planned for the south end of the existing detention facility. During the planning and design phase it was determined that the site never was formally zoned as a single classification nor platted as a single lot.

Adjacent Zoning:

C-O (Office) District, C-1 (Retail Business) District, C-2 (General Commercial) District and R-2 (Multi-Family Residential) District

Origination:

Grayson County (Owners), Wiginton, Hooker, Jeffry, P.C. (Architects), Donald F. Olson (Representative) and Sartin & Associates (Surveyor)

Master Plan Designation:

Urban/Downtown

Number of notices mailed:

200' – 23, Replat - 135

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:

**Patsy Reeves,
Developmental Services Secretary**

Approved by:

**Scott Shadden,
Director of Developmental Services**

SHERMAN



STAFF REVIEW LETTER

January 13, 2011

Grayson County
Jeff Schneider
100 W. Houston
Sherman, TX 75090

Wiginton Hooker Jeffry P.C.
Donald F. Olson, AIA
500 N. Central Expressway, Ste. 300
Plano, TX 75074

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

Dear Applicants,

The request for approval of the Replat of the Original Town Plat together with a portion of Jones Street for the property located at 200 South Crockett and 207 West Cherry Streets has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 18, 2011 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to the City of Sherman and TxDOT standards.
4. The Point of Beginning shall be shown on the plat.
5. Any other changes made to the final replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

Max Scher

Mark Gibson
Dir. of Engineering & Public Works

CC:	George Olson, City Manager	S
	Brandon Shelby, City Attorney	I
	Danny Fuller, Fire Marshal	I
	Scott Taylor, Asst. Director of Engineering & Public Works	

Scott Shadden, Director of Development Services
Don Keene, Exec. Dir. of Planning & Public Works
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Final Plat Approval of Dr. Swamy Addition, Phase 1, Lots 1-9, Block A; being 16.084 acres in the William Milligan Survey, Abstract No. 875 and the David Harrison Survey, Abstract No. 587; One Ganesha, LTD, Owners; Winkelmann & Associates, Inc., Engineers/Surveyors (6000-6100 Blocks of U.S. Highway 75 North and 1500-1600 Blocks of F.M. 691 East)

Issue

To consider Final Plat Approval of Dr. Swamy Addition, Phase 1, Lots 1-9, Block A, located in the 6000-6100 blocks of U.S. Highway 75 North and the 1500-1600 blocks of F.M. 691 East

Background

The property is located in the 6000-6100 blocks of U.S. Highway 75 North and the 1500-1600 blocks of F.M. 691 East. The owners would like to plat the property into nine lots for commercial development.

Origination

One Ganesha, LTD (Owners) and Winkelmann & Associates, Inc. (Engineers/Surveyors)

Board Recommendation

At the January 18, 2011 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

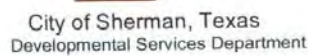


6000-6100 Blks. Hwy. 75 North
1500-1600 Blks. FM 691 East



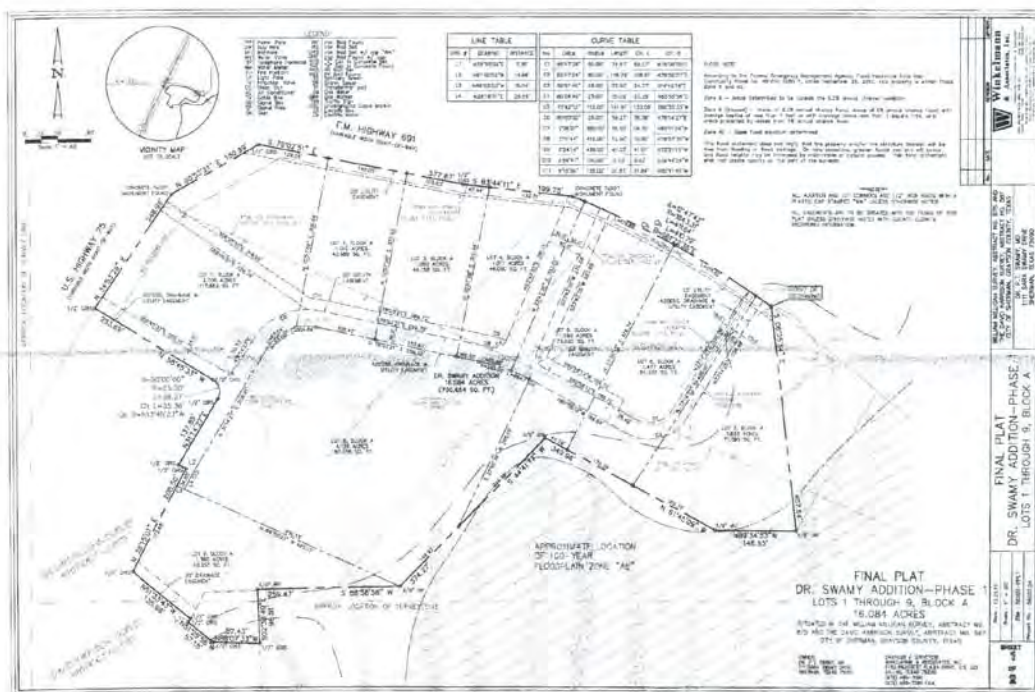


- | | | | |
|---|---|---|---------------------------------------|
|  | C L SHERMAN CITY LIMITS |  | R-2 Multi-Family Residential District |
|  | O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT |  | CO Office District |
|  | O 1.1 FM 1417 OVERLAY DISTRICT |  | C-1 Retail Business District |
|  | O 1.2 SAM RYBURN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



6000-6100 Blks. Hwy 75 N.
1500-1600 Blks. FM 691 E.





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley,
Richard Barber, Commissioner

6000-6100 Blks U.S. Highway 75 North & 1500-1600 Blks F.M. 691 East
Being 16.084 acres in the William Milligan Survey, Abstract No. 875 and the David Harrison
Survey, Abstract No. 587
Final Plat

Requested Action/Proposed Use:

Approval of the Final Plat of the Dr. Swamy Addition, Phase 1.

Background

This is a final plat proposing the division of an existing tract for the purpose of development. The property has never been platted.

Adjacent Zoning:

C-2 (General Commercial) District and SF-1 (Single Family Residential) District

Origination:

One Ganesha LTD (Owners) and Michael Clark (Representative/Engineer/Surveyor)

Master Plan Designation:

Suburban Commercial and Agriculture & Rural

Attachments:

Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

**STAFF REVIEW LETTER**

January 13, 2011

One Ganesha, LTD
1111 Sara Swamy Dr.
Sherman, TX 75090

Winkelmann & Associates, Inc.
Michael Clark
6750 Hillcrest Plaza #325
Dallas, TX 75230

Dear Applicants,

The request for approval of the Final Plat of the Dr. Swamy Addition for the property located in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks F.M. 691 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 18, 2011 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

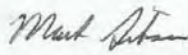
1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. The lift station site shall be labeled with the Volume and Page.
4. The water and sewer easements (V.4579, P745 and V.4579, P750) shall be shown on the plat.
5. Drive approaches shall conform to the City of Sherman and TxDOT standards.
6. The 12" waterline shall be extended to the eastern most property line of the subdivision along FM 691.
7. A State Water Quality Certification of Section 404 Permit shall be signed.
8. The storm drainage system is privately owned and maintained, therefore, drainage easements shall be removed from the plat.
9. Access easements shall be labeled as private access easements.
10. The 12" waterline shall be in a City of Sherman 20' wide water easement.
11. The Developer's Contract for the Phase I development shall include provisions for over detention in Phase II.
12. Any service line encroachments into adjacent lots will require easements.
13. Building lines shall be removed from the plat.
14. The owner name shall be corrected.
15. The field notes shall be corrected.

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

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

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

Respectfully,



Mark Gibson
Dir. of Engineering & Public Works

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Scott Taylor, Asst. Director of Engineering & Public Works
Scott Shadden, Director of Development Services
Don Keene, Exec. Dir. of Planning & Public Works
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

Site Plan Approval for Fisher Controls under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Smoker's Shelter and Awning, and an Exception to Ordinance No. 2252, Article IV, Section 410(2)(j) to Allow Painted "R" Type Panels on a Smoker's Shelter and Awning in the Blalock Industrial Park District at 4725 U.S. Highway 75 South

Issue

This item is to consider the request of Fisher Controls (Owner) and Alan McKelva (Representative) concerning the property located at 4725 U.S. Highway 75 South, being 33 acres in the Sherod Dunman Survey, Abstract No. 329 for Site Plan Approval for a smoker's shelter and awning and an Exception to allow painted "R" type panels on a smoker's shelter and awning in lieu of the permitted building facing and construction materials in the Blalock Industrial Park.

Background

The property is located at 4725 U.S. Highway 75 South; Fisher Controls is the tenant. They would like to construct a metal smoker's shelter and awning for their employees.

Origination

Fisher Controls (Owners) and Alan McKelva (Representative)

Board Recommendation

At the regular meeting on January 18, 2011, the Planning and Zoning Board voted 9/0 to approve the Site Plan and Exception and to forward the request to the City Council.

Attachments

Location Map
Photographs
Site Plan
P&Z Communications Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



City of Sherman, Texas
Developmental Services Department

4725 U.S. Highway 75 South

1 inch = 429 feet





LEGEND

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



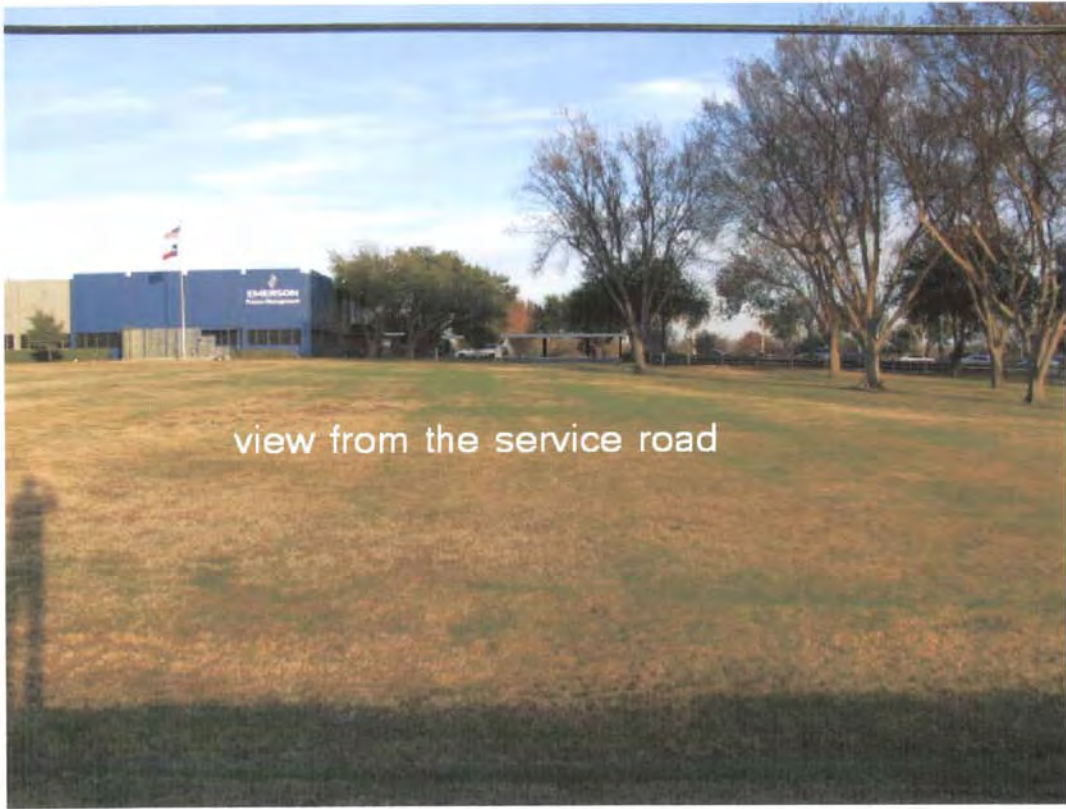
4725 U.S. Highway 75 South

Department of Developmental Services



4725 Highway 75 S







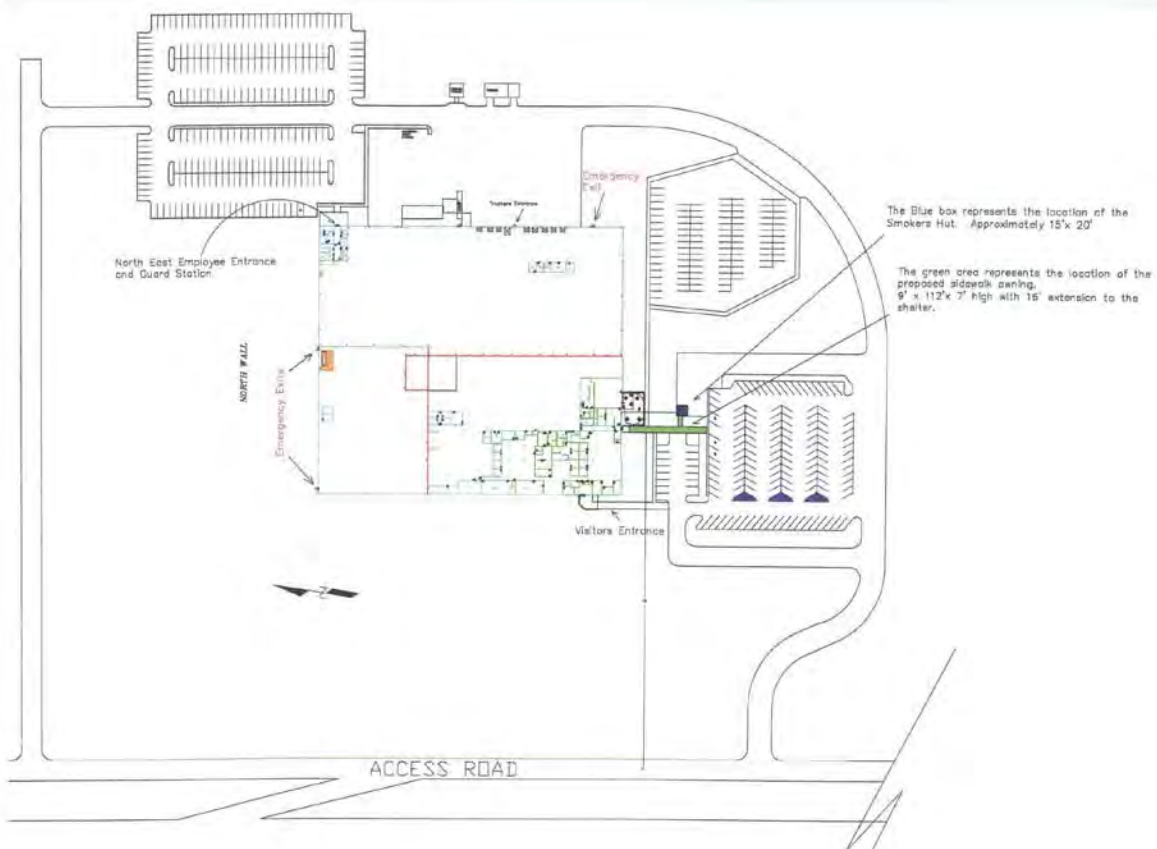
view from the front yard with
proposed awning drawn in
place



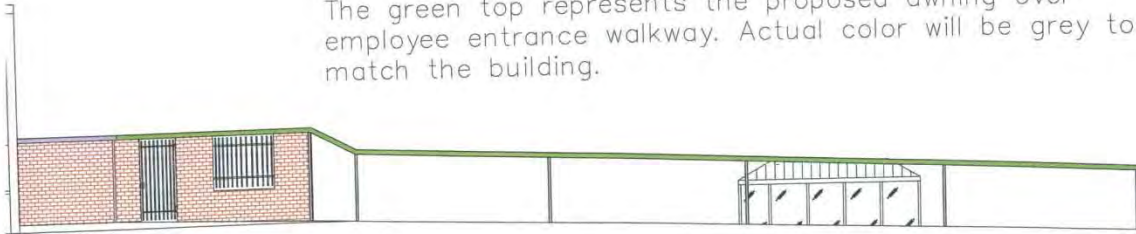
Sample picture Smokers Shelter



A steel awning similar to this one will cover the employee entrance sidewalk from the parking lot to the building entrance. This is located on the South side of the facility.



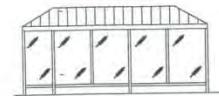
The green top represents the proposed awning over employee entrance walkway. Actual color will be grey to match the building.



Grade of smokers shelter on back side of walk

Side view from highway

$1/8" = 1'$



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Ron Barton, Commissioner
Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley,
Richard Barber, Commissioner

4725 U.S. Highway 75 South
Being 33 acres in the Sherod Dunman Survey, Abstract No. 329
Site Plan & Exception

Requested Action/Proposed Use:
Planning and Zoning Commission

- (a) Site plan approval to Ordinance No. 2252 Article IV Section 410 (2) (j) for a smokers shelter and awning in the Blalock Industrial Park.
- (b) Exception to Ordinance No. 2252 Article IV, Section 410 (2) (m) to allow painted "R" type panels on a smokers shelter and awning in lieu of the permitted building facing and construction materials in the Blalock Industrial Park.

Background:

The property is located at 4725 U.S. Highway 75 South; Fisher Controls is the tenant. They would like to construct a metal smoker's shelter and awning for their employees.

Adjacent Zoning:

Blalock Industrial Park

Origination:

Fisher Controls (Owners) and Alan McKelva (Representative)

Master Plan Designation:

Business Park and Research

Number of notices mailed:

35

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN



STAFF REVIEW LETTER

January 12, 2011

Fisher Controls
4725 Highway 75 South
Sherman, TX 75090

Fisher Controls
Alan McKelva
4725 Highway 75 South
Sherman, TX 75090

Dear Applicants,

The request for a site plan approval for a smoker's shelter and awning in the Blalock Industrial Park for the property located at 4725 U.S. Highway 75 South has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 18, 2011 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire lanes shall be coordinated with the Fire Marshal.
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required

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

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

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

Respectfully,

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

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

Nathan Huffman, Fire Marshal
Scott Taylor, Assistant Director of Public Works
Don Keene, Exec. Dir. of Planning & Public Works



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

**Section 551.071 Consultation with City Attorney Concerning Pending
or Contemplated Litigation:**

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

Section 551.074 Personnel Matters

**(a) Consider the Qualifications, Appointment and
Removal of Members to Boards and
Commissions:**

(i) Historical Preservation Board (1)

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-7-2011

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: 2-7-2011

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: 2-7-2011

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2011 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/03/11 - January 3rd Council meeting cancelled
01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
02/21/11 - Washington's Birthday / Regular Council Meeting
02/23/11 - Proposed Long-Term Planning Meeting
03/28/11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
(Annexation of 23.065 acres south of Dripping Springs Road and west of Cedar Park Village)
07/04/11 - Independence Day - Called Council Meeting on 07/05/11
09/05/11 - Labor Day / Called Council Meeting on 09/06/11