

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 4, 2008
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY THE HONORABLE JOE N. SMITH, COUNCIL MEMBER](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETINGS OF JANUARY 21, 2008 AND JANUARY 22, 2008](#)

Proclamation

- A.5 [PROCLAMATION](#)
“Black History Month” – February 2008

Introduction and Public Hearing of Ordinances

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5511](#)
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled “General Zoning Ordinance”, at Section 6, Subsection 6.8, entitled “O-1 (75 & 82) Overlay District”
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5512](#)
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled “General Zoning Ordinance”, at Section 6, Subsection 6.8.1, entitled “O-1.1 (F.M. Highway 1417) Overlay District”
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5513](#)
Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled “General Zoning Ordinance”, at Section 6, Subsection 6.8.2, to Amend the Requirements for the “O-1.2 (Sam Rayburn) Overlay District”

Close Public Hearing and Consider Adoption of Ordinances

- B.4 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - a) 5511
 - b) 5512
 - c) 5513

B.5 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5162](#)

Authorizing Execution of a Property Access Agreement with BKCF Partners, LLC for Exclusive Access to the City-Owned 76.69 Acre Tract of Land at the Southeast Corner of the Intersection of State Highway 11 and Ida Road (F.M. 697) in the City of Sherman, Grayson County, Texas

C.2 [RESOLUTION NO. 5153](#)

Authorizing the Submission of the City of Sherman's Phase II MS4 Storm Water Management Plan to the Texas Commission on Environmental Quality for Coverage under General Permit No. TXR040000

C.3 [RESOLUTION NO. 5154](#)

Authorizing Execution of a Consulting Services Agreement with Dunkin Sims Stoffels, Inc. for Pecan Grove Park Development Phase I

C.4 [RESOLUTION NO. 5155](#)

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

C.5 [RESOLUTION NO. 5156](#)

Approving the Greater Texoma Utility Authority's Intention to Enter into a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the U.S. Highway 75 North Sewer Extension Project

C.6 [* RESOLUTION NO. 5157](#)

Authorizing Execution of an Occupancy License Agreement with the Texas Northeastern Railroad, a Division of Mid-Michigan Railroad, Inc., for Replacement of the Ross Avenue Sewer

C.7 [* RESOLUTION NO. 5158](#)

Authorizing the Execution of a Third Amendment to the Original Contract with SunGard HTE, Inc. Relating to Pictometry Visual Intelligence and Certain Professional Services

C.8 [* RESOLUTION NO. 5159](#)

Authorizing the 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 611 East Richards Street

C.9 [* RESOLUTION NO. 5160](#)

Authorizing the 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 612 East Richards Street

C.10 [* RESOLUTION NO. 5161](#)

Authorizing the Execution of an Agreement with Roberto Meraz for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 824 South Montgomery Street

Change Orders

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

Highway 82 West Water Main, Phase I; \$112.00, Decrease

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

Sludge Technology, Inc.; 2007 Biosolids Project; \$74,542.48, Increase

Other Business

D.3 [OTHER BUSINESS](#)

Consider Calling a Special Meeting of the City Council for Friday, February 29, 2008, to Meet New Chamber Board Members

D.4 [OTHER BUSINESS](#)

Receive Financial Update from Assistant City Manager/CFO Robby Hefton

D.5 [* OTHER BUSINESS](#)

Approve Quarterly Investment Report for Period Ending December 31, 2007

D.6 [* OTHER BUSINESS](#)

Replat Approval of Block B, Austin Landing Addition, Phase I; TexLanDev, LLC, Owner (4700-5000 Blocks of Camp Verde Circle and 4800-4900 Blocks of Liberty Hill Trail)

D.7 [* OTHER BUSINESS](#)

Replat Approval of Lot 8, Block 1, L.C. Chapman's Addition, being 0.47 acres in the J. B. McAnair Survey, Abstract No. 763; Mitchell Enterprises, Owner (700 North Crockett Street and 215 West Brockett Street)

D.8 [* OTHER BUSINESS](#)

Replat Approval of Part of Lot 4, Block 23, B.H. Moore Heirs Addition, being 0.29 acres; Barton Capital, LTD., Owner (1306 South Austin Street)

D.9 [* OTHER BUSINESS](#)

Replat Approval of Sherman Hills Country Club Addition Golf Course Tracts; Sherman Hills, Owner (1800-2600 Blocks of U.S. Highway 75 South)

D.10 [* OTHER BUSINESS](#)

Special Consideration to Ordinance No. 2684, Section 26 (A) for a Variance to Not Require the Developer to be Responsible for Payment of Escrow Funds for a Period of One Year for the Future Construction of the Park Avenue Bridge as Required with the Development of Sherman Hills Country Club Golf Course Addition in an R-1 (One Family Residential) District, C-1 (Retail Business) District, and O-1.2 (Sam Rayburn) Overlay District in the 1300-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

D.11 [* OTHER BUSINESS](#)

Special Consideration to Ordinance No. 2684, Section 12 (F) for a Variance to Not Require Sidewalks on all of Lots 3-6 and on the sides of Lots 2 and 7 facing Goodnight Circle, Block C of O'Hanlon Ranch Addition, Phase I in the 2800 Block of Goodnight Circle, and Part of Lot 4 and all of Lots 5 and 6, Block A of O'Hanlon Ranch Addition, Phase 1A in the 2900 Block of Canyon Creek Drive and the 2700 Block of Silverado Trail in an R-1 (One Family Residential) District (DGR Development Group, Ltd., Kyle Boothe, Dr. Jimmy Harrell, Mark Garland, Elizar Mata, Dr. Kenneth Chitwood, Rim Nall, and Ceci Bates Homes, Owners)

D.12 [CITIZEN REQUESTS](#)

D.13 [MEDIA QUESTIONS](#)

D.14 [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 551.087

Deliberations Regarding Economic Development Negotiations:

- a) Deliberate Regarding Commercial or Financial Information that the City has Received from Business Prospects and Deliberate any Offers or Incentives to the Business Prospects

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

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: 2-4-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. A.3

INVOCATION BY THE HONORABLE JOE N. SMITH, COUNCIL MEMBER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

**THE CALLED CITY COUNCIL MEETINGS
OF JANUARY 21, 2008 AND JANUARY 22, 2008**

STATE OF TEXAS

§

January 21, 2008

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the Sherman Economic Development Corporation Board Room, 307 West Washington, Suite 102, Sherman, Texas, on January 21, 2008, when a quorum of Council Members attended the Sherman Economic Development Corporation Board Meeting.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Chip Adami.
Council Members T. Steele, W. Steele, Wacker.

COUNCIL MEMBERS ABSENT: Council Members Hughes, Smith.

SEDCO MEMBERS PRESENT: Joe Fallon, Jr.; Andy Olmstead; Kelly Bickerstaff; Greg Kirkpatrick; Rad Richardson.

SEDCO STAFF PRESENT: John Boswell, President; Frank Gadek, Vice President; Darlene Brown, Secretary.

GRAYSON COUNTY PERSONNEL: Drue Bynum, County Judge; Commissioner Jackie Crisp; Commissioner David Whitlock; Keith Gary, Sheriff; Van Price, Assistant County Attorney.

CITY STAFF PRESENT: George Olson, City Manager; Robby Hefton, Assistant City Manager/CFO; Doreen McGookey, City Attorney; Linda Ashby, City Clerk.

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

Presentation and Discussion from Black Knight Partners Regarding the Grayson County Jail

Consider for Approval a Request from Downtown Preservation & Revitalization for Marketing Funds

Consider for Approval Financial Support for the City of Sherman's Comprehensive Master Plan

Consider for Approval a Contract for Water and Sewer Services Along Highway 75

Set a Date for a Board Training Session

Present Economic Barometer Report for December 2007

Consider for Approval the December 10, 2007 Board Meeting Minutes

President's Monthly Activity Report

Discussion of Any Topics Brought Out of Executive Session for Discussion by the Sherman Economic Development Corporation Board of Directors

Adjournment

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

Joe Fallon, Jr., Chairman of the Sherman Economic Development Corporation, called the meeting to order at 12:03 p.m. Mayor Magers called the Council Meeting to order at 12:04 p.m., declared a quorum present, and opened the City Council Meeting.

PRESENTATION AND DISCUSSION FROM BLACK KNIGHT PARTNERS REGARDING THE GRAYSON COUNTY JAIL

Mr. Fallon introduced Larry Redell, Partner with Black Knight Partners, LP, to discuss the proposed Grayson County Jail facility. They have been asked to consider a partnership to work with Grayson County on the project.

Grayson County Judge Drue Bynum added that the Commissioners have not made a decision on the location or financing for the jail but they have asked Black Knight Partners to give them options on the project. Mayor Magers has encouraged the County to keep the jail in Sherman. The County is under pressure from the Jail Commission because of overcrowding and the dilapidated building.

Mr. Redell said the County would like a correctional facility that does not increase taxes and they also don't want to pay more per bed than they are paying now. They feel it would be possible to build a private facility with excess capacity which supplements the County's needs. They feel the project could be built in several locations, however Sherman wants to keep the facility in their community.

Mr. Redell verified that Mayor Magers had identified some property owned by the City that might be used for the jail. John Boswell, SEDCO President, has also indicated that if the facility is built in Sherman, there might be some SEDCO money available for the project. He felt this could be an important asset for the correctional facility and could reduce the per bed, per night cost for Grayson County.

Black Knight Partners need to outline the options for the County Commissioners. The Grayson County Airport and this City parcel have been discussed as possible locations for the correctional facility. Black Knight Partners does not know if the proposed location is viable so Mr. Redell suggested an agreement whereby SEDCO would contribute \$200,000 to study the location and make sure it will be viable for the jail.

He distributed a proposal to confirm the transfer of 95 acres located at the corner of Ida Road and South Dewey Avenue for the construction of a correctional facility. It also confirms SEDCO's contribution of \$2,000,000 to the project, of which up to \$200,000 would be funded initially to determine the viability of the property. He wanted to be sure both the City and SEDCO were "on board" if the project continues at the proposed location.

Mr. Fallon asked if the parcel is determined to be insufficient after a portion of the money has been spent, would the money stop at that point. Mr. Redell said that is the way it would be handled. He asked if the amount requested from SEDCO was in partnership with Black Knight Partners and if they would also be paying a portion of the project.

Mr. Redell said it would probably cost between \$1.2 million and \$1.4 million to take the project to financing. Mr. Boswell and Mayor Magers indicated that \$2 million was customary for a project of this size. Generally the contract is subject to a clawback if the project is not done. While the location is being studied, Black Knight Partners will be putting together other critical aspects of financing. Mr. Redell predicted that the entire project would cost between \$80 million to \$140 million to build.

Mr. Fallon verified that Black Knight Partners will still do the background work no matter what location is determined. Mr. Redell said some items are site specific, but many are not.

Mr. Bickerstaff asked if SEDCO could agree to fund the first four items at a cost of \$80,000 to begin the project and possibly find any problems, then readdress funding the additional items. Mr. Redell indicated that would be okay. Mr. Richardson asked if Black Knight Partners would be providing any of the civil engineering portion of the work. Mr. Redell said they are not civil engineers and the money would not be paid to them. The project could be reconsidered at certain points in the timeline.

Mr. Kirkpatrick asked if the project would be public or private. Mr. Redell said they owe the County side-by-side comparisons on both of the proposed locations. He agreed that a decision should be made before the project continues too far.

Judge Bynum proposed that there would be a vote by the County Commissioners as to whether the project would be funded through bonds or through private financing, construction, and operation. The vote would also include the selection of a location. The more there is to offer in incentives, the cheaper the price per day will be. If the Sherman option includes a specific amount of incentive money, that will decrease the cost per day. The Commissioner's Court will then need to make a decision based on those options.

Mr. Olmstead asked what size jail they expect to build, what will the investment be, and the number of people that will be employed. He also asked if Black Knight Partners was a taxable entity or a non-profit entity. Mr. Redell said much of that is still unknown. However, they are proposing a 1,500 bed facility (the current facility has less than 400 beds), an \$80 million to \$140 million investment, and approximately 300 employees (the current facility has 85 employees). Mr. Redell said he wanted to "hold back" an answer to the question about whether they were a taxable entity or a non-profit entity because there might be ways to be "creative." They are actually a private entity, but there may be some creative financing alternatives available that might be tax free.

Judge Bynum explained that the owner of the jail would have the ability to pay taxes, however when he goes out to get his money, he may be able to get it as a tax free entity. Mr. Redell said additional work is needed to determine what financing is actually available. Mr. Olmstead said the project must benefit the citizens of Sherman. Mayor Magers agreed adding that keeping the jail in Sherman benefits the citizens in many different ways. He asked if there was a potential that the new jail would not pay property taxes or would it possibly receive tax free financing but would be a tax paying entity to pay property taxes. The City will also collect water and sewer revenue and employment benefits from locating the jail in Sherman.

Mayor Magers thanked SEDCO for supporting the sales tax election in November of 2007. Working together, the City and SEDCO have done amazing things such as lower taxes, add infrastructure to Highway 75, and expanded water along Highway 82 to Highway 289. He felt it was now important to work together to keep Sherman's legal and judicial infrastructure in Sherman, the County seat of Grayson County, and work to expand that infrastructure. He added that Grayson County will be sharing the Federal Court House with Collin County, and he felt Grayson County might be at a disadvantage.

The City Council attended the SEDCO Meeting to share information and try to keep the jail in Sherman so as to not encourage relocation of other judicial services. He felt the current options for a jail were to keep it where it is, to locate it on the City's tract, to locate it at Grayson County Airport, or to move the jail somewhere else in Grayson County. He felt Sherman was the best option and he wanted to keep it at its present location. Ideally the current facility could either grow upward or toward the west. He has been told these are not viable options.

Sherman has 95 acres next door to the Animal Shelter and near the Wastewater Treatment Plant. The property is valuable, has utilities, access to State highways, access to airports, and a jail facility would be a good use for the land. Keeping the jail in Sherman would keep jobs in Sherman, grow a business, and provide utility income. Mayor Magers expressed the City Council's desire to keep the jail in Sherman.

Mr. Bickerstaff asked if the City already had a survey on the proposed location that could be used for this project. George Olson, City Manager, said there was a survey but there was not an environmental study.

Brett Graham, citizen, asked about any timeline that might apply to the project. Sheriff Keith Gary said the County is 2½ years into a variance that was granted to them to allow three people in a two person cell or two people in a one person cell. This allowed the County to gain 49 beds. The variance was allowed until additional space could be constructed. Sheriff Gary said they have repeatedly asked for extensions on the variance. Last time they requested an extension, they were told the variance would expire in August 2008 and no additional extensions would be granted. If the County starts sending 49 inmates outside the County to be housed, it would cost \$786,000 annually.

Judge Bynum said he and the Sheriff will need to appear before the Jail Standards Board in May 2008 and they need to show some kind of action plan. This means they need some type of decision by the end of the month to allow the

project to move forward. He added that the State is tired of hearing Grayson County talk and they need to see some action. Mr. Bickerstaff confirmed that a commitment of land and money would help.

CONSIDER FOR APPROVAL A REQUEST FROM DOWNTOWN PRESERVATION & REVITALIZATION FOR MARKETING FUNDS

SEDCO considered a request from Mary Trantham, Sales Representative of Texoma Living Magazine, for marketing funds to promote shopping in the downtown area. Options presented include advertising four times per year with a two-page spread for \$13,800 or advertising four times per year with a four-page spread for \$23,460. The magazine is generally marketed in Sherman. Mr. Boswell said SEDCO is allowed to spend no more than 10% of their total revenue for promotional purposes.

Mr. Richardson questioned paying to advertise for only one shopping area in Sherman. He felt the other areas would also request marketing fees if they did that.

Mr. Bickerstaff asked if DSP&R had a budget. Council Member Wacker said they receive \$10,000 annually from Hotel/Motel Tax and their total budget is approximately \$22,000. Mr. Fallon said SEDCO's mission is to attract and retain primary employers and he did not feel this request supported that mission.

ACTION TAKEN.

Motion by Mr. Bickerstaff not to contract with Texoma Living Magazine for advertising for Downtown Sherman Preservation & Revitalization. Second by Mr. Richardson.

VOTING AYE: Fallon, Bickerstaff, Kirkpatrick, Olmstead, Richardson.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER FOR APPROVAL FINANCIAL SUPPORT FOR THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN

Mr. Boswell said the City of Sherman is preparing to update their Comprehensive Master Plan and SEDCO has been asked to contribute \$50,000 for the inclusion of an economic development component to identify potential weaknesses. He felt the request was within the mission of SEDCO and would provide a tool that they could use. The economic development component will be new to the Master Plan, as well as a new drainage study.

Members asked if the focus of this study was different from the focus of a recent study by the Texoma Council of Governments. The focus is only for Sherman. Once completed, Mr. Bickerstaff verified that the plan will be available for SEDCO's use.

Mayor Magers added that the entire Comprehensive Master Plan will cost \$300,000. The requested \$50,000 is only for the one economic development component. Robby Hefton, Assistant City Manager/CFO, explained that TIP Strategies will be providing the study and they have a lot of experience in this area. The study will provide a practical plan to be used to improve activities for both the City and SEDCO. The entire Master Plan as well as a new GIS system will help both SEDCO and the City with planning efforts.

ACTION TAKEN.

Motion by Mr. Bickerstaff to approve the \$50,000 request by the City of Sherman to facilitate the economic development component of the City of Sherman's Comprehensive Master Plan. Second by Mr. Olmstead.

VOTING AYE: Fallon, Bickerstaff, Kirkpatrick, Olmstead, Richardson.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER FOR APPROVAL A CONTRACT FOR WATER AND SEWER SERVICES ALONG HIGHWAY 75

Mr. Boswell said SEDCO has previously approved supporting the request from the City of Sherman for \$3.7 million for the project to construct water and sewer along Highway 75 to Highway 691. The motion at that time was subject to financing and recoverables. Attorney John Hunter Smith has reviewed the proposed contract.

The contract includes how the project will be financed, which will be through 20 year bonds through the City of Sherman. SEDCO will pay for the bonds at \$281,544, which has already been approved by SEDCO. The recoverables will include tap fees that will cover approximately 15% of the cost of the capital expenses for the project. The tap fees will not be recovered by SEDCO, but by the City of Sherman.

Mr. Hefton explained the use of tap fees and pro rata fees to recover approximately 15% of the cost. Normally there is one line that can be tied onto, however since the highway separates the area, there is a line on both the east and west side of the highway. This already "cuts in half" the amount that would normally be collected. Since the fee is not an impact fee, there is a formula to determine the recovery fee and it is a cost per linear foot on both water and sewer.

Engineering work has already begun on the water line. Mr. Olson said the bid should be awarded in June or July 2008 and construction should be completed by the Fall of 2008 or first quarter of 2009.

ACTION TAKEN.

Motion by Mr. Olmstead to approve the contract for water and sewer services along Highway 75. Second by Mr. Richardson.

VOTING AYE: Fallon, Bickerstaff, Kirkpatrick, Olmstead, Richardson.

VOTING NAY: None.

MOTION CARRIED.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session for SEDCO Members at 1:15 p.m.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:15 p.m.

MAYOR

ATTEST

CITY CLERK

Black Knight Partners, LP



January 18, 2008

Mayor Bill Magers
Sherman City Hall

Mr. John Boswell
Sherman Economic Development Company

Gentleman:

We are excited about the possibility of constructing a new Grayson County Correctional Facility within the Sherman city limits. Thank you for your support of this project.

We understand that the City of Sherman would like to potentially transfer approximately 95 acres and we appreciate Sherman Economic Development Company's offer to contribute \$2,000,000 specifically for this project. We view this as a true win / win, as Sherman will surely benefit from new jobs and economic development associated with the correctional facility.

Our letter is intended to confirm the understanding between an entity to be created by BK Grayson Advisors, LLC ("BKGA"), The City of Sherman ("Sherman") and Sherman Economic Development Company ("SEDCO") to acknowledge:

- (a) Sherman's transfer of a 95 acre parcel located at the southwest corner of East Ida Road and South Dewey Avenue ("Parcel") specifically for the construction of the Grayson County Correctional Facility ("Project"), and
- (b) SEDCO's contribution of \$2,000,000 exclusively for the Project, of which up to \$200,000 funded initially to validate the viability of the Parcel. Importantly, we acknowledge that the contribution will be dependent upon construction and completion of the Project. We request that the funds earmarked for the viability of the Parcel not be subject to this standard.

To get the Project underway, we request that Sherman grant BKGA a 360-day exclusive option on the Parcel and Project to allow BKGA to immediately begin necessary diligence. Upon completion of this initial process, BKGA will present Sherman for approval a comprehensive plan for the planning, design, construction, and operation of the Grayson County Correctional Facility. Once approved, we hope that Sherman will agree to transfer ownership of the Parcel for the Project. Should the Project not prove viable as identified via letter to Sherman from BKGA, we recognize that the option period will expire.

In the spirit of complete transparency, BKGA has attached a schedule of predevelopment estimates in Appendix A to prove out the viability of the Parcel. Of course, our hope is manage

Black Knight Partners, LP



these costs as aggressively as possible and we believe our interests are well aligned to do so. As a result, we are hopeful that the costs will ultimately be less than our estimates as all will benefit.

We greatly appreciate the City of Sherman's enthusiasm for a much-needed County Correctional Facility and we look forward to working with you and the Sherman community.

BK Grayson Advisors, LLC

 January 18, 2008
Larry J. Redell

The City of Sherman, TX

By: _____ January ____, 2008
Authorized Signatory

Sherman Economic Development Company

By: _____ January ____, 2008
Authorized Signatory

Black Knight Partners, LP



Appendix A

Grayson County Correctional Facility Cost Estimates – Parcel Development

Preliminary Geotechnical with Drainage Studies	\$35,000
Topographic Study	\$20,000
Boundary Survey	\$15,000
Phase 1 Environmental	\$10,000
Civil Engineering Due Diligence	\$100,000
Legal	\$10,000
Miscellaneous	\$10,000
	<u>\$200,000</u>

January 22, 2008

**MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR CHIP ADAMI.
COUNCIL MEMBERS HUGHES, SMITH, T. STEELE, W.
STEELE, WACKER.**

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

**ORD 5510
ATMOS RATE
INCREASE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS ("CITY"), APPROVING A SETTLEMENT AGREEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S STATEMENT OF INTENT TO CHANGE GAS RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY.

The Ordinances were introduced and the Public Hearing was closed.

**CLOSE PUBLIC
HEARING**

ADOPTION OF ORDINANCES

Ordinance 5510

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS ("CITY"), APPROVING A SETTLEMENT AGREEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S STATEMENT OF INTENT TO CHANGE GAS RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY.

**ORD 5510
ATMOS RATE
INCREASE**

Mayor Magers asked about the status of a lawsuit to lower gas rates.

Doreen McGookey, City Attorney, explained that the current ordinance is a settlement of that lawsuit. ATMOS would file GRIP applications and the City would either suspend or deny them. The ordinance is a settlement where on the last filing ATMOS was asking for \$52 million and the settlement amount is \$10 million.

The settlement also removes the GRIP process which results in a lot of litigation costs for both parties. It does include a rate review mechanism which should eliminate a lot of litigation costs associated with the filings. Ms. McGookey said the settlement is really good for both ATMOS and the cities and will help save the taxpayers a lot of money.

ACTION TAKEN.

Motion by Council Member Hughes to approve Ordinance No. 5510, as presented. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Magers removed Item D-5 entitled "Consider Calling a Special Meeting of the City Council for Tuesday, February 19, 2008, due to Conflict with a Federal Holiday" from the Consent Agenda for consideration in its regular order of business.

CONSENT AGENDA

Council Member Wacker moved to approve the Consent Agenda, with the exception of Item D-5, which will be considered in its regular order of business. Second by Deputy Mayor Adami. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5148 – APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

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

**RES 5148
ISSUE CERTIFICATES
OF OBLIGATION**

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve Resolution No. 5148, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5149 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KENDIG KEAST COLLABORATIVE, AN ILLINOIS CORPORATION, FOR THE UPDATE OF THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KENDIG KEAST COLLABORATIVE, AN ILLINOIS CORPORATION, FOR THE UPDATE OF THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN.

**RES 5149
COMPREHENSIVE
MASTER PLAN
UPDATE**

Mayor Magers thanked the Sherman Economic Development Corporation for their contribution to the Comprehensive Master Plan for an economic development component.

Gary Mitchell, Principal with Kendig Keast Collaborative, said they are happy to be approved for the contract and they will be “front and center” for the City. Their job is to facilitate the process but the plan should be what’s most important for the City of Sherman. They will also help engage the community and will interact with the City Council and staff.

Deputy Mayor Adami said the critical part will be execution of the plan once it is received.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5149, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5150 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WILLIAMS-STACKHOUSE, INC. FOR DIGITAL ORTHOPHOTOGRAPHY AND TOPOGRAPHIC MAPPING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WILLIAMS-STACKHOUSE, INC. FOR DIGITAL ORTHOPHOTOGRAPHY AND TOPOGRAPHIC MAPPING SERVICES.

Randy Holt, President of Williams-Stackhouse, Inc., thanked the Council for the opportunity to work for the City of Sherman. They recognized the importance of the data, and having it in hand quickly.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5150, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RES 5150
TOPOGRAPHIC
MAPS

RESOLUTION NO. 5151 – AUTHORIZING THE 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 1101 NORTH BRANCH STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE 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 1101 NORTH BRANCH STREET.

CONSENT AGENDA.

RES 5151
RESIDENTIAL TAX
ABATEMENT
(1101 N. BRANCH)

RESOLUTION NO. 5152 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH C & G WHOLESALE FOR AN ANNUAL SUPPLY OF POLICE UNIFORMS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH C & G WHOLESALE FOR AN ANNUAL SUPPLY OF UNIFORMS FOR POLICE DEPARTMENT PERSONNEL.

CONSENT AGENDA.

RES 5152
POLICE UNIFORMS

**REQUEST TO ADVERTISE
HIGHWAY 82 WATER LINE FROM LAMBERTH ROAD TO
STATE HIGHWAY 289**

The City Council approved the request to advertise for bids for the Highway 82 water main construction from Lamberth Road to State Highway 289. The current Capital Improvement Program contains a project to extend the water

REQUEST TO ADV
HWY 82 WATER LINE

main at a cost of \$700,000. The project will be funded through bonds previously issued by the Greater Texoma Utility Authority on behalf of the City of Sherman.
CONSENT AGENDA.

PURCHASE OF DATA COLLECTION EQUIPMENT FOR THE SHERMAN POLICE DEPARTMENT

The City Council approved the request to advertise for the purchase of data collection equipment for the Police Department, to be funded through a State Homeland Security Grant.

DATA COLLECTION
EQUIP. FOR POLICE
DEPT.

On October 12, 2007, the Governor's Division of Emergency Management notified the City that they had been awarded \$163,707.17 in Homeland Security Grant Funds for three projects. One of the projects is to enhance the data collection ability of the Police Department.

CONSENT AGENDA.

PURCHASE OF TWO DUMP TRUCKS FOR THE STREET DEPARTMENT

The City Council approved the request to advertise for bids for two 2½ ton, 6-yard dump trucks for the Street Department. Two of their current units have been recommended for replacement, one with 171,000 miles and the other with over 110,000 miles.

CONSENT AGENDA.

STREET DEPT.
TRUCKS

BANK DEPOSITORY CONTRACT

The City Council approved the request to advertise for the City's bank depository services. The City's current contract with Chase Bank expires in March 2008. In the past, the City has awarded an annually renewing contract for a period of up to five years.

CONSENT AGENDA.

BANK DEPOSITORY

OTHER BUSINESS

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR TUESDAY, FEBRUARY 19, 2008, DUE TO CONFLICT WITH A FEDERAL HOLIDAY

Item D-5 was removed from the Consent Agenda for discussion in its regular order of business.

SCHEDULE
COUNCIL MTG.

Mayor Magers said the Council has "the option" to move Council Meetings when they fall on certain Federal holidays. He suggested that even though February 18 is President's Day, City Hall is open, so the Council Meeting could be held on that Monday. He asked the Council to consider an informal policy that if City Hall is open the meeting stays on the scheduled Monday.

No action was needed to keep the Council Meeting on Monday, February 18, 2008.

CITIZENS REQUESTS

GRAYSON COUNTY JAIL

GRAYSON COUNTY JAIL

Tony Beaverson, 2609 Fair Oaks Circle, noted the involvement of the City Council with SEDCO and the Grayson County Commissioners on the proposal for a new County jail facility.

The issue is being promoted by the Commissioner's Court as an economic development issue. He did not feel that a prison was the best policy for economic development.

The proposal is to build a 900 bed, and possibly up to 1,500 bed facility, which Mr. Beaverson felt was excessive. Grayson County no longer has an overcrowding problem in the jail and 35 more beds will be available when the agreement with the Federal Marshall ends, year after next.

He said Grayson County does not need a jail that large for this area. The reality is that a number of maximum security beds are needed. The reason for the proposed size of the facility is to engage with the private sector and a for-profit company so it won't cost taxpayers anything. The other financing method proposed is to pass a bond issue which will cost 30 cents per \$100 on the tax rate.

Mr. Beaverson said Grayson County doesn't need such a large jail and there are other financing options. He encouraged the City Council to work for the citizens of Sherman and Grayson County to encourage a vote of the citizens with other possible options. They need to know the other options not just the two that have been presented.

He added that Grayson County doesn't need to import Federal prisoners from outside the County.

Mayor Magers said the Sherman City Council is not in support of whether or not a jail needs to be built. They are saying the County jail is in Sherman today and they want to make sure it remains in Sherman. He added that the current meeting is not the appropriate forum for the policy issues discussed.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

There were no Council comments.

COUNCIL COMMENTS

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

EXECUTIVE SESSION

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 551.087 --

DELIBERATIONS REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM BUSINESS
PROSPECTS AND DELIBERATE
ANY OFFERS OR INCENTIVES TO
THE BUSINESS PROSPECTS

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 5:17 p.m.

Council Member Smith arrived in time to attend Executive
Session and the remainder of the meeting.

On Motion duly made and carried, the Executive Session
recessed at 5:48 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

COMMENTS ON EXECUTIVE SESSION

Mayor Magers advised Kathy Williams, Herald Democrat
Reporter, that the Council did direct the City Manager and
the City Attorney to draft a document agreeing to a 360 day
option on the land discussed at the SEDCO Meeting on
January 21, 2008.

COMMENTS ON
EXECUTIVE SESSION

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
5:50 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. A.5

PROCLAMATION

“Black History Month” – February 2008

Issue

To present a proclamation designating February 2008 as “Black History Month” in the City of Sherman and to recognize local activities honoring the event

Background

“Black History Month” has been recognized annually since 1926, when Dr. Carter G. Woodson launched the initiative to bring national attention to the contributions of Black people throughout American history. Locally, the NAACP hosts an annual Black History Month Celebration.

Origination

The request for this proclamation originated with the City Clerk’s Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the staff’s recommendation to present a proclamation proclaiming “Black History Month.”

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “Black History Month” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, each year the local branch of the National Association for the Advancement of Colored People (NAACP), hosts the annual Black History Month Celebration, and

WHEREAS, Black History Month is a tradition of long-standing to honor persons of the Black ethnic culture as a significant and valued segment of Sherman's population, and

WHEREAS, it is proper that all citizens recognize and honor the many contributions that persons from this culture have made, and

WHEREAS, the NAACP Political Action Committee will sponsor a Voter Registration on Saturday, February 2, 2008, from 9 a.m. to 7 p.m. at the NAACP Headquarters to encourage citizens to register to vote, and

WHEREAS, the Texomaland Black Expo will be held on Saturday, February 9, 2008, from 10 a.m. to 5 p.m., at the Sid Richardson Building at Austin College, and

WHEREAS, the NAACP Founder's Day Reception will be held Tuesday, February 12, 2008, from 5 p.m. to 7 p.m., at the NAACP Headquarters, and

WHEREAS, the Grayson County Youth Council will present a Black History Program on Saturday, February 23, 2008, at 6 p.m. at the Harmony Baptist Church. The theme of the program will be "Never Give Up."

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim the month of February, 2008

BLACK HISTORY MONTH

in the City of Sherman and encourage all citizens to celebrate the heritage and culture of our Black Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 4th day of February, 2008.

Mayor

ATTEST:

[Handwritten signature]





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5511

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled “General Zoning Ordinance”, at Section 6, Subsection 6.8, entitled “O-1 (75 & 82) Overlay District”

Issue

To consider amending the requirements for the O-1 (75 & 82) Overlay District

Background

At the December 11, 2007 Special Called Meeting, the City Council discussed development standards for Sherman’s major highways and thoroughfares which are the gateways into Sherman. Director of Development Services Scott Shadden presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Overlay District, and the FM 1417 Overlay District. A subcommittee was established at the December 18, 2007 Planning and Zoning Commission meeting. The Planning and Zoning members who served on the subcommittee included: Jason Sofey, Steve Jones and Robin Atherton. The subcommittee recommends the FM 1417 Overlay District standards be added to the 75/82 and Sam Rayburn Overlay Districts.

Origination

City Council and Staff

Board Recommendation

At the January 22, 2008 regular meeting, the Planning and Zoning Commission voted unanimously to recommend amending the requirements for the O-1 (75 & 82) Overlay District.

Attachments

Ordinance No. 5511

P&Z Communication Form

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

ORDINANCE NO. 5511

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, APPENDIX A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.8, ENTITLED "O-1 (75 & 82) OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; 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 Section 6 of Appendix A of the Code of Ordinances of the City of Sherman, Texas, be amended at subsection 6.8 to read as follows:

Section 6.8. O-1 (75 & 82) Overlay District

(1) Introduction.

- (a) The development of new and existing highways offers significant economic opportunities for the city and its citizens. Local highways provide easy access linkages within the city to nearby communities and to the entire U.S. highway system. The development standards will make the city a more desirable place to live and conduct business.
- (b) It is important that the development of our highways be controlled through careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the overly [overlay] district development area standards is to ensure that highway development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines.

(2) Intent and purpose.

- (a) Design elements. Regulation of land use patterns has traditionally been the major tool used to shape the urban environment. The particular use that takes place at a certain location affects the design and specific development of land uses. In many cases, a particular use can be incompatible and offensive to its neighbors and the city as a whole, or, if carefully and properly designed, that same use can be an attractive and welcome activity. This emphasis on how uses are designed and developed is the focus of the overlay district development standards. The following design elements are addressed by the standards. A statement of intent accompanies each element, the planning and zoning commission may from time to time, when justified by certain circumstances or specific conditions, grant variances to these design elements.

- (b) Building design: Nonresidential. Design standards for nonresidential buildings shall ensure that the design, color, materials and basis for proportion of structures within the overlay district development area are harmonious with the intent of the ordinance.
 - (c) Building placement: Nonresidential. Visual continuity and compatibility shall be achieved through the appropriate placement of buildings and related site features, such as parking and loading areas.
 - (d) Landscaping. Landscaping standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses of different character and atmospheric purification.
 - (e) Screening. Required screening shall accomplish visual screening of the site, noise attenuation, and a barrier to vehicular traffic between nonresidential and residential uses, and serve as a psychological separation between uses which encourages the peace and repose of residents. Toward this goal, landscaping shall be used to break up the view and to aesthetically enhance screening devices.
 - (f) Glare and illumination. Site lighting is to provide safety and security and enhance the architectural and natural features of this site. Glare and illumination standards shall ensure that the mechanisms providing light do not negatively impact on the appearance of the site and ensure that light is contained to the extent that adjacent [areas] are not detrimentally affected.
- (3) Boundary areas.
- (a) Area boundaries. Overlay district development areas are those areas adjacent to U.S. Highway 75 and being five hundred (500) feet on either side of said right-of-way, from the intersection of U.S. Highway 75 with Highway 91 north to F.M. 691, and from the south city limits, north to the south boundary of Tract 1 and Tract 2 of the Blalock Industrial Park and along and adjacent to U.S. Highway 82 and being five hundred (500) feet on either side of said right-of-way, extending from east F.M. 1417 to its intersection with west F.M. 1417.
 - (b) Compliance required. All property within the boundaries of the overly [overlay] district development areas shall adhere to the overlay district development standards and shall be subject to site plan approval by the planning and zoning commission.
 - (c) Action on application. Upon receipt of a request for building permit, zoning change or subdivision plat within the designated overlay district development area, the applicant will receive a copy of the overlay district development standards and counseling as to their applicability and the review process. The planning and zoning commission shall review the plans for compliance with the development standards and make a determination of approval or disapproval as submitted.

(4) Nonresidential building design.

- (a) General provisions. All nonresidential buildings shall comply with the zoning ordinance, building code and related construction codes of the city.
- (b) Exterior walls. Building materials must be specified and ~~may be permitted when such materials are wood, glass, masonry or metal, and~~ consistent with the intent of these standards. ~~Wall finishes shall be masonry, or masonry veneer, or concrete siding. The front wall or the wall facing the highway will be no less than twenty (20) percent wood, glass, masonry or veneer.~~ A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the planning and zoning commission.
- (c) Windows. Reflective glass with an exterior reflectance percentage in excess of twenty-seven (27) percent, as certified through the manufacturer's specifications, shall not be used as an exterior building material on any building or structure. Windows and window walls shall not be glazed or reglazed with mirrored glass.
- (d) Fire escapes. Exterior fire escapes shall not be permitted on the front side of a building.
- (e) Mechanical Equipment. *Exposed duct shall not be permitted on any side of the building visible from the highway.*
- (f) *All buildings shall have at least four architectural features from the following list.*
 - *Canopies, awnings, or porticos*
 - *Recesses/projections*
 - *Arcades (recessed porches)*
 - *Peaked roof forms*
 - *Arches*
 - *Outdoor patios*
 - *Display windows*
 - *Architectural details (such as tile work and moldings) integrated into the building facade*
 - *Articulated cornice line*
 - *Integrated planters or wing walls that incorporate landscape and sitting areas*
 - *Offsets, reveals or projecting rib used to express architectural or structural bays*

- *Accent materials, such as stone, stucco, etc. (minimum 15% of exterior facade)*
 - *Varied roof heights*
- (g) *Retaining wall. Visible portions of retaining walls shall be constructed of brick, stone, marble or the built-up panels of these materials designed for exterior use. Retaining walls shall be shown on the site plan and elevations shall be provided. Exposed basket type retaining walls shall not be permitted.*
- (5) Nonresidential building placement.
- (a) Setbacks from property lines adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines, except with approval by variance where parcels are of an irregular shape such that development in accordance with these setbacks is not feasible.
- (1) Forty (40) feet from the highway right-of-way or twenty-five (25) feet plus the height of the building, whichever is greater;
 - (2) Fifteen (15) feet from right-of-way of all other streets intersecting with the highway.
- (b) Setbacks from property lines not adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines:
- (1) Five (5) feet from rear and side property lines;
 - (2) Forty (40) feet from any residential dwelling that is zoned R for single-story buildings not exceeding thirty (30) feet in height;
 - (3) All other buildings shall be set back from residential district lines not less than twice the height of the highest point on the building above grade. No setback shall be required in excess of one hundred (100) feet.
- (c) Loading docks. Loading docks, overhead doors and service bays shall not be located on the parkway side of any building.
- (d) Parking areas. ~~Parking area regulations shall comply with existing ordinances of the city.~~ *Parking areas and driveways shall be concrete and with curb and gutter along state highways adjacent to open drainage areas. Alternative parking materials may be used to reduce impervious cover when parking is provided that exceeds city requirements and approved by the zoning board. Cross access driveways are required adjacent to commercial zoned tracts.*
- (6) Landscaping.
- (a) Landscaping definition. Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs,

flowers, vines and other ground cover, natural land forms, water forms, planters, walks and plaza areas.

- (b) Site definition. Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land which is developed (or intended for development) according to an overall site plan. A site shall be exclusive of any land dedicated for public use through the platting process.
 - (c) Compliance. Landscaping shall conform to the following:
 - (1) Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy;
 - (2) Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and *irrigated* ~~curbed~~, being ~~five (5)~~ *ten (10)* feet in depth adjacent to the highway right-of-way;
 - (3) All landscaping shall be installed so as to avoid hazards;
 - (4) An effort shall be made to preserve existing trees.
- (7) Screening.
 - (a) Screening of nonresidential uses from residential uses. Side yards, rear yards and service sides of nonresidential uses abutting residential uses shall be screened.
 - (b) Screening height. Screening height shall be a minimum of four (4) feet above the grade at the property line of abutting residential uses.
 - (1) In cases of extreme height differential, the following guidelines apply: Adjust screening height requirements or alter material requirement (e.g., including, but not limited to, the use of canopy-forming trees where the nonresidential use is at a much lower grade than the residential use).
 - (2) All landscaping shall be installed so as [to] avoid hazards.
 - (c) Materials and methods. The materials and methods used in screening under this section shall conform to the following:
 - (1) Masonry walls shall be defined as an exterior wall consisting of brick, stone, rock, marble or the built-up panels of these materials designed for exterior use.
 - (2) Earthen berms shall have a maximum side slope of 3:1 and shall be entirely vegetated with turf or ground cover.
 - (3) Evergreen shrubs of sufficient height when used alone, or in conjunction with other material, shall meet the minimum height requirements of this section.

- (4) Privacy fences shall consist of wood or masonry fence material. Line fences used for screening within an O-1 District shall not be less than four (4) feet in height; constructed of wood, stone, brick, concrete block or other suitable material customarily used in residential landscaping; installed in a neat and workmanlike manner; having a completely solid area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way.
 - (5) To meet requirements of this section, the developer may use a combination of any two (2) materials allowed in this section to meet minimum height requirements.
 - (d) Screening of site features. Site features hereinafter shall be screened in accordance with (c) above.
 - (1) Rear yards and service yards. Where the rear yard, side yard or service side of a nonresidential use is adjacent to a public thoroughfare and screening of the use is not specifically addressed elsewhere in this section, it shall be screened according to (c) above.
 - (2) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.
 - (3) Outdoor storage area. Outdoor storage of merchandise, equipment or materials, which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at large, shall be screened from all public thoroughfares and abutting uses. *Stored merchandise shall not exceed the height of the screening device.*
 - (4) Refuse areas. All refuse areas shall be screened *on three sides. Gates are not required.*
 - (5) Ground-mounted equipment. All ground-mounted equipment including, but not limited to, ~~paid~~-pad-mounted transformers, telephone switch boxes and gas meters, shall be reasonably screened or located away from the view of public thoroughfares and from the view of adjacent properties. Whenever possible, appurtenances for utility services shall be installed at the rear of the structure which they service.
- (8) Glare and illumination.
 - (a) Parking area lighting. Standard, poles and fixtures shall be of a single color, compatible with the architecture of the building. All lighting fixtures shall be restricted to down-lighting or cut-off types.

- (b) Walkway lighting. Walkway lighting with standard, pole, bollard and wall-mounted fixtures are allowed.
 - (c) Accent lighting. Floodlighting and spotlighting of architecture, graphics or natural features shall not create spillage of light onto adjacent properties.
- (9) Utilities. No building shall have service wires or cable of any kind attached to the front fifty (50) percent of a building facing the highway and adjacent to the required front yard.
- (10) Procedures and notice.
- (a) The planning and zoning commission shall review the specific elements of site and building plans for development within the overlay district development area for compliance with these standards and shall make a determination of approval or disapproval of the site plan as submitted.
 - (b) The planning and zoning commission shall review all exceptions and requests for variations to the development standards to determine compliance with the intent of the standards or to determine the necessity and appropriateness of the required exception or variation.
 - (c) If the planning and zoning commission denies any site plan, the same application may not be filed for a period of six (6) months from the date of such denial.
 - (d) Any applicant aggrieved by a decision of the planning and zoning commission may appeal the commission's action to the city council by filing a request for appeal with the city clerk within ten (10) days of the commission's decision. Such appeal shall be heard at a time convenient to the city council and to its procedures and practices for the scheduling of business before the council.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

Review Draft Ordinance Updates of Overlay Districts

Requested Action/Proposed Use:

Review Draft Ordinance Updates of Overlay Districts and consider recommendation to the City Council for adoption.

Background

At the December 11, 2007 Special Called Meeting, the City Council discussed development standards for Sherman's major highways and thoroughfares which are the gateways into Sherman. Scott Shadden, Director of Development Services presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Overlay District and the FM 1417 Overlay District. A subcommittee was established at the December 18, 2007 Planning and Zoning Commission. The Planning and Zoning members include: Jason Sofey, Steve Jones and Robin Atherton. The committee recommends the FM 1417 Overlay District standards be added to the 75/82 and Sam Rayburn Overlay Districts.

Origination:

City Council and Staff

Attachments:

Draft Ordinances

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5512

**Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled
“General Zoning Ordinance”, at Section 6, Subsection 6.8.1, entitled “O-1.1
(F.M. Highway 1417) Overlay District”**

Issue

To consider amending the requirements for the O-1.1 (F.M. Highway 1417) Overlay District

Background

At the December 11, 2007 Special Called Meeting, the City Council discussed development standards for Sherman’s major highways and thoroughfares which are the gateways into Sherman. Director of Development Services Scott Shadden presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Overlay District, and the FM 1417 Overlay District. A subcommittee was established at the December 18, 2007 Planning and Zoning Commission meeting. The Planning and Zoning members who served on the subcommittee included: Jason Sofey, Steve Jones and Robin Atherton. The subcommittee recommends the FM 1417 Overlay District standards be added to the 75/82 and Sam Rayburn Overlay Districts; and that minimum retaining wall standards be added to the FM 1417 Overlay District.

Origination

City Council and Staff

Board Recommendation

At the January 22, 2008 regular meeting, the Planning and Zoning Commission voted unanimously to recommend amending the requirements for the O-1.1 (F.M. Highway 1417) Overlay District to include minimum retaining wall standards.

Attachments

Ordinance No. 5512
P&Z Communication

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

ORDINANCE NO. 5512

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.8.1, ENTITLED "O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; 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 Chapter 14, Exhibit "A", Section 6.8.1 of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Section 6.8.1 O-1.1 (F.M. Highway 1417) Overlay District.

(1) Introduction.

- (a) The development of new and existing highways offers significant economic opportunities for the city and its citizens. Local highways provide easy access linkages within the city to nearby communities and to the entire U.S. highway system. The development standards will make the city a more desirable place to live and conduct business.
- (b) It is important that the development of our highways be controlled through careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the overlay district development area standards is to ensure that highway development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines.

(2) Intent and purpose.

- (a) Design elements. Regulation of land use patterns has traditionally been the major tool used to shape the urban environment. The particular use that takes place at a certain location affects the design and specific development of land uses. In many cases, a particular use can be incompatible and offensive to its neighbors and the city as a whole, or, if carefully and properly designed, that same use can be an attractive and welcome activity.

This emphasis on how uses are designed and developed is the focus of the overlay district development standards. The following design elements are addressed by the standards. A statement of intent accompanies each element, the planning and

zoning commission may from time to time, when justified by certain circumstances or specific conditions, grant variances to these design elements.

- (b) Building design: Nonresidential. Design standards for nonresidential buildings shall ensure that the design, color, materials and basis for proportion of structures within the overlay district development area are harmonious with the intent of the ordinance.
 - (c) Building placement: Nonresidential. Visual continuity and compatibility shall be achieved through the appropriate placement of buildings and related site features, such as parking and loading areas.
 - (d) Landscaping. Landscaping standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses of different character and atmospheric purification.
 - (e) Screening. Required screening shall accomplish visual screening of the site, noise attenuation, and a barrier to vehicular traffic between nonresidential and residential uses, and serve as a psychological separation between uses which encourages the peace and repose of residents. Toward this goal, landscaping shall be used to break up the view and to aesthetically enhance screening devices.
 - (f) Glare and illumination. Site lighting is to provide safety and security and enhance the architectural and natural features of this site. Glare and illumination standards shall ensure that the mechanisms providing light do not negatively impact on the appearance of the site and ensure that light is contained to the extent that adjacent [areas] are not detrimentally affected.
- (3) Boundary areas.
- (a) Area boundaries. Overlay district development areas are those areas adjacent to F.M. Highway 1417 and being three hundred (300) feet on either side of said right-of-way F.M. 1417.
 - (b) Compliance required. All property within the boundaries of the overlay district development areas shall adhere to the overlay district development standards and shall be subject to site plan approval by the planning and zoning commission.
 - (c) Action on application. Upon receipt of a request for building permit, zoning change or subdivision plat within the designated overlay district development area, the applicant will receive a copy of the overlay district development standards and counseling as to their applicability and the review process. The planning and zoning commission shall review the plans for compliance with the development standards and make a determination of approval or disapproval as submitted.

(4) Nonresidential building design.

- (a) General provisions. All nonresidential buildings shall comply with the zoning ordinance, building code and related construction codes of the city.
- (b) Exterior walls. Building materials must be specified and consistent with the intent of these standards. Wall finishes shall be masonry, or masonry veneer, or concrete siding. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the planning and zoning commission.
- (c) Windows. Reflective glass with an exterior reflectance percentage in excess of twenty-seven (27) percent, as certified through the manufacturer's specifications, shall not be used as an exterior building material on any building or structure. Windows and window walls shall not be glazed or reglazed with mirrored glass.
- (d) Fire escapes. Exterior fire escapes shall not be permitted on the front side of a building.
- (e) Mechanical Equipment. Exposed duct shall not be permitted on any side of the building visible from the highway.
- (f) All buildings shall have at least four architectural features from the following list.
 - Canopies, awnings, or porticos
 - Recesses/projections
 - Arcades (recessed porches)
 - Peaked roof forms
 - Arches
 - Outdoor patios
 - Display windows
 - Architectural details (such as tile work and moldings) integrated into the building facade
 - Articulated cornice line
 - Integrated planters or wing walls that incorporate landscape and sitting areas
 - Offsets, reveals or projecting rib used to express architectural or structural bays
 - Accent materials, such as stone, stucco, etc. (minimum 15% of exterior facade)
 - Varied roof heights

- (g) *Retaining wall. Visible portions of retaining walls shall be constructed of brick, stone, marble or the built-up panels of these materials designed for exterior use. Retaining walls shall be shown on the site plan and elevations shall be provided. Exposed basket type retaining walls shall not be permitted.*

(5) Nonresidential building placement.

- (a) Setbacks from property lines adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines, except with approval by variance where parcels are of an irregular shape such that development in accordance with these setbacks is not feasible.
- (i) Forty (40) feet from the highway right-of-way.
 - (ii) Fifteen (15) feet from right-of-way of all other streets intersecting with the highway.
 - (iii) On premise signs that are 12 feet or less in height may have a 25' setback from Highway 1417. (see Subsection 10)
- (b) Setbacks from property lines not adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines:
- (i) Five (5) feet from rear and side property lines.
 - (ii) Forty (40) feet from any R (residential) zoned property for single-story buildings not exceeding thirty (30) feet in height;
 - (iii) All other buildings shall be set back from residential district lines not less than twice the height of the highest point on the building above grade. No setback shall be required in excess of one hundred (100) feet.
- (c) Parking areas. Parking areas and driveways shall be concrete and with curb and gutter along state highways adjacent to open drainage areas. Alternative parking materials may be used to reduce impervious cover when parking is provided that exceeds city requirements and approved by the zoning board. Cross access driveways are required adjacent to commercial zoned tracts.

(6) Landscaping.

- (a) Landscaping definition. Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover, natural land forms, water forms, planters, walks and plaza areas.
- (b) Site definition. Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land which is developed (or intended for development) according to an overall site plan. A site shall be exclusive of any land dedicated for public use through the platting process.

- (c) Compliance. Landscaping shall conform to the following:
 - (i) Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy. All detention ponds shall be landscaped.
 - (ii) Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped *and* irrigated ~~and-curbed~~, being ten (10) feet in depth adjacent to the highway right-of-way.
 - (iii) All landscaping shall be installed so as to avoid hazards.
 - (iv) An effort shall be made to preserve existing trees.
- (7) Screening.
 - (a) Screening of nonresidential uses from residential uses. Side yards, rear yards and service sides of nonresidential uses abutting residential uses shall be screened. Mechanical, utility, and service facilities shall be screened on three sides. Gates are not required.
 - (b) Screening height. Screening height shall be a minimum of four (4) feet above the grade at the property line of abutting residential uses.
 - (i) In cases of extreme height differential, the following guidelines apply: Adjust screening height requirements or alter material requirement (e.g., including, but not limited to, the use of canopy forming trees where the nonresidential use is at a much lower grade than the residential use).
 - (ii) All landscaping shall be installed so as [to] avoid hazards.
 - (c) Materials and methods. The materials and methods used in screening under this section shall conform to the following:
 - (i) Masonry walls shall be defined as an exterior wall consisting of brick, stone, rock, marble, or the built-up panels of these materials designed for exterior use.
 - (ii) Earthen berms shall have a maximum side slope of 3:1 and shall be entirely vegetated with turf or ground cover.
 - (iii) Evergreen shrubs of sufficient height when used alone, or in conjunction with other material, shall meet the minimum height requirements of this section.
 - (iv) Privacy fences shall consist of wood or masonry fence material. Line fences used for screening within an O-1 District shall not be less than four (4) feet in height; constructed of wood, stone, brick, concrete block or other suitable material customarily used in residential landscaping; installed in a neat and workmanlike manner; having a completely solid

area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way.

- (v) To meet requirements of this section, the developer may use a combination of any two (2) materials allowed in this section to meet minimum height requirements.
- (d) Screening of site features. Site features hereinafter shall be screened in accordance with (c) above.
- (i) Rear yards and service yards. Where the rear yard, side yard or service side of a nonresidential use is adjacent to a public thoroughfare and screening of the use is not specifically addressed elsewhere in this section, it shall be screened according to (c) above.
 - (ii) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.
 - (iii) Outdoor storage area. Outdoor storage of merchandise, equipment or materials, which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at large, shall be screened from all public thoroughfares and abutting uses. Stored merchandise shall not exceed the height of the screening device.
 - (iv) Refuse areas. All refuse areas shall be screened on three sides. Gates are not required.
 - (v) Ground-mounted equipment. All ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be reasonably screened or located away from the view of public thoroughfares and from the view of adjacent properties. Whenever possible, appurtenances for utility services shall be installed at the rear of the structure which they service.
- (8) Glare and illumination.
- (a) Parking area lighting. Standard, poles and fixtures shall be of a single color, compatible with the architecture of the building. All lighting fixtures shall be restricted to down-lighting or cut-off types.
 - (b) Walkway lighting. Walkway lighting with standard, pole, bollard and wall-mounted fixtures are allowed.
 - (c) Accent lighting. Floodlighting and spotlighting of architecture, graphics or natural features shall not create spillage of light onto adjacent properties.

(9) Utilities. No building shall have service wires or cable of any kind attached to the front fifty (50) percent of a building facing the highway and adjacent to the required front yard.

(10) Signs. Signs may have a maximum 65 square foot face area and shall not exceed twelve feet in height. Minimum setback for signs shall be 25 feet from the highway right-of-way.

(11) Procedures and notice.

- (a) The planning and zoning commission shall review the specific elements of site and building plans for development within the overlay district development area for compliance with these standards and shall make a determination of approval or disapproval of the site plan as submitted.
- (b) The planning and zoning commission shall review all exceptions and requests for variations to the development standards to determine compliance with the intent of the standards or to determine the necessity and appropriateness of the required exception or variation.
- (c) If the planning and zoning commission denies any site plan, the same application may not be filed for a period of six (6) months from the date of such denial.
- (d) Any applicant aggrieved by a decision of the planning and zoning commission may appeal the commission's action to the city council by filing a request for appeal with the city clerk within ten (10) days of the commission's decision. Such appeal shall be heard at a time convenient to the city council and to its procedures and practices for the scheduling of business before the council.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the General Zoning Ordinance of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or relettered to accomplish such intention.

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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

Review Draft Ordinance Updates of Overlay Districts

Requested Action/Proposed Use:

Review Draft Ordinance Updates of Overlay Districts and consider recommendation to the City Council for adoption.

Background

At the December 11, 2007 Special Called Meeting, the City Council discussed development standards for Sherman's major highways and thoroughfares which are the gateways into Sherman. Scott Shadden, Director of Development Services presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Overlay District and the FM 1417 Overlay District. A subcommittee was established at the December 18, 2007 Planning and Zoning Commission. The Planning and Zoning members include: Jason Sofey, Steve Jones and Robin Atherton. The committee recommends the FM 1417 Overlay District standards be added to the 75/82 and Sam Rayburn Overlay Districts.

Origination:

City Council and Staff

Attachments:

Draft Ordinances

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5513

**Amending Chapter 14, Exhibit A of the Code of Ordinances,
entitled “General Zoning Ordinance”, at Section 6, Subsection 6.8.2,
to Amend the Requirements for the “O-1.2 (Sam Rayburn) Overlay District”**

Issue

To consider amending the requirements for the O-1.2 (Sam Rayburn) Overlay District

Background

At the December 11, 2007 Special Called Meeting, the City Council discussed development standards for Sherman’s major highways and thoroughfares which are the gateways into Sherman. Director of Development Services Scott Shadden presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Overlay District, and the FM 1417 Overlay District. A subcommittee was established at the December 18, 2007 Planning and Zoning Commission meeting. The Planning and Zoning members who served on the subcommittee included: Jason Sofey, Steve Jones and Robin Atherton. The subcommittee recommends the FM 1417 Overlay District standards be added to the 75/82 and Sam Rayburn Overlay Districts.

Origination

City Council and Staff

Board Recommendation

At the January 22, 2008 regular meeting, the Planning and Zoning Commission voted unanimously to recommend amending the requirements for the O-1.2 (Sam Rayburn) Overlay District.

Attachments

Ordinance No. 5513
P&Z Communication

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

ORDINANCE NO. 5513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6, SUBSECTION 6.8.2, TO AMEND THE REQUIREMENTS FOR THE "O-1.2 (SAM RAYBURN) OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; 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 Section 6 of Appendix A of the Code of Ordinances of the City of Sherman, Texas, be amended at subsection 6.8.2 to read as follows:

Section 6.8.2. O-1.2 (Sam Rayburn) Overlay District.

- (1) Introduction.
 - (a) The development of existing highways offers significant economic opportunities for the city and its citizens. Local highways provide easy access linkages within the city to nearby communities and to the entire U.S. highway system. The Sam Rayburn Overlay District development standards will make the city a more desirable place to live and conduct business.
 - (b) It is important that the development of our highways be controlled through careful planning and foresight to achieve the greatest positive benefits for the city. The intent of the Sam Rayburn Overlay District development area standards is to ensure that the development occurs in a manner which promotes safety while presenting an attractive appearance and assures compatible land uses according to consistent design guidelines.
- (2) Intent and purpose
 - (a) Design elements. Regulation of land use patterns has traditionally been the major tool used to shape the urban environment. The particular use that takes place at a certain location affects the design and specific development of land uses. In many cases, a particular use can be incompatible and offensive to its neighbors and the city as a whole, or, if carefully and properly designed, that same use can be an attractive and welcome activity. This emphasis on how uses are designed and developed is the focus of the Sam Rayburn Overlay District development standards. The following design elements are addressed by the standards. A

statement of intent accompanies each element, the planning and zoning commission may from time to time, when justified by certain circumstances or specific conditions, grant variances to these design elements.

- (b) Building design: Nonresidential. Design standards for nonresidential buildings shall ensure that the design, color, materials, and basis for proportion of structures within the Sam Rayburn Overlay District development area are harmonious with the intent of the ordinance.
 - (c) Building placement: Nonresidential. Visual continuity and compatibility shall be achieved through the appropriate placement of buildings and related site features, such as parking and loading areas.
 - (d) Landscaping standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses of different character and atmospheric purification.
 - (e) Screening. Required screening shall accomplish visual screening of the site, noise attenuation, and a barrier to vehicular traffic between nonresidential and residential uses, and serve as a psychological separation between uses which encourages the peace and repose of residents. Toward this goal, landscaping shall be used to break up the view and to aesthetically enhance screening devices.
 - (f) Glare and illumination. Site lighting is to provide safety and security and enhance the architectural and natural features of the site. Glare and illumination standards shall ensure that the mechanisms providing light do not negatively impact on the appearance of the site and ensure that light is contained to the extent that adjacent are not detrimentally affected.
- (3) Boundary areas.
- (a) Area boundaries. Sam Rayburn Overlay District development areas are those areas adjacent to and within 200 feet of Sam Rayburn Freeway from the intersection of U.S. Highway 75 with Highway 91 south extending to the Blalock Industrial Park District.
 - (b) Compliance required. All property within the boundaries of the Sam Rayburn Overlay District development areas shall adhere to the overlay district development standards and shall be subject to site plan approval by the planning and zoning commission.
 - (c) Action on application. Upon receipt of a request for building permit, zoning change or subdivision plat within the Sam Rayburn Overlay District development area, the applicant will receive a copy of the overlay district development standards and counseling as to their applicability and the review process. The planning and zoning commission shall review the plans for compliance with the development standards and make a determination of approval or disapproval as submitted.

(4) Nonresidential building design.

- (a) General provisions. All nonresidential buildings shall comply with the zoning ordinance, building code and related construction codes of the city.
- (b) Exterior walls. Building materials must be specified and ~~may be permitted when such materials are wood, glass, masonry or metal, and~~ consistent with the intent of these standards. ~~Wall finishes shall be masonry, or masonry veneer, or concrete siding. The front wall or the wall facing the highway will be no less than one hundred (100) percent wood, glass, masonry or veneer or combination thereof.~~ A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the planning and zoning commission.
- (c) Windows and Glass. Reflective glass with an exterior reflectance percentage in excess of twenty-seven (27) percent, as certified through the manufacturer's specifications, shall not be used as an exterior building material on any building or structure. Windows and window wall shall not be glazed or reglazed with mirrored glass.
- (d) Fire escapes. Exterior fire escapes shall not be permitted on the front side of a building.
- (e) Mechanical Equipment. *Exposed duct shall not be permitted on any side of the building visible from the highway.*
- (f) *All buildings shall have at least four architectural features from the following list.*
 - *Canopies, awnings, or porticos*
 - *Recesses/projections*
 - *Arcades (recessed porches)*
 - *Peaked roof forms*
 - *Arches*
 - *Outdoor patios*
 - *Display windows*
 - *Architectural details (such as tile work and moldings) integrated into the building facade*
 - *Articulated cornice line*
 - *Integrated planters or wing walls that incorporate landscape and sitting areas*
 - *Offsets, reveals or projecting rib used to express architectural or structural bays*

- *Accent materials, such as stone, stucco, etc. (minimum 15% of exterior facade)*
 - *Varied roof heights*
- (g) *Retaining wall. Visible portions of retaining walls shall be constructed of brick, stone, marble or the built-up panels of these materials designed for exterior use. Retaining walls shall be shown on the site plan and elevations shall be provided. Exposed basket type retaining walls shall not be permitted.*
- (5) Nonresidential building placement.
- (a) Setbacks from property lines adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines, except with approval by variance where parcels are of an irregular shape such that development in accordance with these setbacks is not feasible.
- (1) Forty (40) feet from the highway right-of-way.
 - (2) Fifteen (15) feet from right-of-way of all other streets intersecting with the highway.
- (b) Setbacks from property lines not adjacent to streets. No structure of any kind or any part thereof shall be placed within the following setback lines:
- (1) Five (5) feet from rear and side property lines.
 - (2) Single-story structures up to thirty (30) feet in height shall have a minimum fifteen (15) foot setback from any R district lines.
 - (3) All other buildings and structures shall be setback from residential district lines no less than a distance equal to the height of the highest point on the building above grade. No setback shall be required in excess of fifty (50) feet.
- (c) Loading docks. Loading docks, overhead doors, service bays and trash receptacles shall be screened by earthen berms and/or landscape when located on the parkway side of any building.
- (d) Parking areas. Parking areas and service drives areas shall be concrete and shall be buffered by minimum two (2) foot tall landscape adjacent to the highway.
- (6) Landscaping.
- (a) Landscaping definition. Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs,

flowers, vines and other ground cover, natural land forms, water forms, planters, walks and plaza areas.

- (b) Site definition. Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land which is developed (or intended for development) according to an overall site plan. A site shall be exclusive of any land dedicated for public use through the platting process.
 - (c) Compliance. Landscaping shall conform to the following:
 - (1) Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
 - (2) Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and *irrigated curbed*, being *ten (10) five (5)* feet in depth adjacent to the highway right of way.
 - (3) All landscaping shall be installed so as to avoid hazards.
 - (4) An effort shall be made to preserve existing trees.
- (7) Screening.
- (a) Screening of nonresidential uses from residential uses. Side yards, rear yards and service sides of nonresidential uses abutting residential uses shall be screened.
 - (b) Screening height. Screening height shall be a minimum of four (4) feet above the grade at the property line of abutting residential uses.
 - (1) In cases of extreme height differential, the following guidelines apply: Adjust screening height requirements or alter material requirement (e.g., including, but not limited to, the use of canopy-forming trees where the nonresidential use is at a much lower grade than the residential use).
 - (2) All landscaping shall be installed so as to avoid hazards.
 - (c) Materials and methods. The materials and methods used in screening under this section shall conform to the following:
 - (1) Masonry walls shall be defined as an exterior wall consisting of brick, stone, rock, marble or the built-up panels of these materials designed for exterior use.
 - (2) Earthen berms shall have a maximum side slope of 3:1 and shall be entirely vegetated with turf or ground cover.

- (3) Evergreen shrubs of sufficient height when used alone, or in conjunction with other material, shall meet the minimum height requirements of this section.
 - (4) Privacy fences shall consist of wood or masonry fence material. Line fences used for screening within an O-1 District shall not be less than four (4) feet in height; constructed of wood, stone, brick, concrete block or other suitable material customarily used in residential landscaping; installed in a neat and workmanlike manner; having a completely solid area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way.
 - (5) To meet requirements of this section, the developer may use a combination of any two (2) materials allowed in this section to meet minimum height requirements.
- (d) Screening of site features. Site features hereinafter shall be screened in accordance with (c) above.
- (1) Rear yards and service yards. Where the rear yard, side yard or service side of a nonresidential use is adjacent to a public thoroughfare and screening of the use is not specifically addressed elsewhere in this section, it shall be screened according to (c) above.
 - (2) Loading docks. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares.
 - (3) Outdoor storage area. Outdoor storage of merchandise, equipment or materials which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at large, shall be screened from all public thoroughfares and abutting uses. *Stored merchandise shall not exceed the height of the screening device.*
 - (4) Refuse areas. All refuse areas shall be screened *on three sides. Gates are not required.*
 - (5) Ground-mounted equipment. All ground mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be reasonably screened or located away from the view of public thoroughfares and from the view of adjacent properties. Whenever possible, appurtenances for utility services shall be installed at the rear of the structure which they service.

(8) Glare and illumination.

- (a) Parking area lighting. Standards, poles and fixtures shall be of a single color, compatible with the architecture of the building. All lighting fixtures shall be restricted to down-lighting or cut-off types.
- (b) Walkway lighting. Walkway lighting with standard, pole, bollard and wall-mounted fixtures are allowed.
- (c) Accent lighting. Floodlighting and spotlighting of architecture, graphics or natural features shall not create spillage of light onto adjacent properties.

(9) Utilities. No building shall have service wires or cable or any kind attached to the front fifty (50) percent of a building facing the highway and adjacent to the required front yard.

(10) Paving. Any off-street parking area, service drive or driveway shall be concrete pavement so as to provide a durable and dustless surface.

(11) Procedures and notice.

- (a) The planning and zoning commission shall review the specific elements of site and building plans for development within the Sam Rayburn Overlay District development area for compliance with these standards and shall make a determination of approval or disapproval of the site plan as submitted.
- (b) The planning and zoning commission shall review all exceptions and requests for variations to the development standards to determine compliance with the intent of the standards or to determine the necessity and appropriateness of the required exception or variation.
- (c) If the planning and zoning commission denies any site plan, the same application may not be filed for a period of six (6) months from the date of such denial.
- (d) Any applicant aggrieved by a decision of the planning and zoning commission may appeal the commission's action to the city council by filing a request for appeal with the city clerk within ten (10) days of the commission's decision. Such appeal shall be heard at a time convenient to the city council and to its procedures and practices for the scheduling of business before the council.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

Review Draft Ordinance Updates of Overlay Districts

Requested Action/Proposed Use:

Review Draft Ordinance Updates of Overlay Districts and consider recommendation to the City Council for adoption.

Background

At the December 11, 2007 Special Called Meeting, the City Council discussed development standards for Sherman's major highways and thoroughfares which are the gateways into Sherman. Scott Shadden, Director of Development Services presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Overlay District and the FM 1417 Overlay District. A subcommittee was established at the December 18, 2007 Planning and Zoning Commission. The Planning and Zoning members include: Jason Sofey, Steve Jones and Robin Atherton. The committee recommends the FM 1417 Overlay District standards be added to the 75/82 and Sam Rayburn Overlay Districts.

Origination:

City Council and Staff

Attachments:

Draft Ordinances

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5511, 5512 and 5513

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5511

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.8, entitled "O-1 (75 & 82) Overlay District"

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5512

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.8.1, entitled "O-1.1 (F.M. Highway 1417) Overlay District"

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5513

Amending Chapter 14, Exhibit A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6, Subsection 6.8.2, to Amend the Requirements for the "O-1.2 (Sam Rayburn) Overlay District"



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. B.5

CONSENT AGENDA

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

C.6 * RESOLUTION NO. 5157

Authorizing Execution of an Occupancy License Agreement with the Texas Northeastern Railroad, a Division of Mid-Michigan Railroad, Inc., for Replacement of the Ross Avenue Sewer

C.7 * RESOLUTION NO. 5158

Authorizing the Execution of a Third Amendment to the Original Contract with SunGard HTE, Inc. Relating to Pictometry Visual Intelligence and Certain Professional Services

C.8 * RESOLUTION NO. 5159

Authorizing the 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 611 East Richards Street

C.9 * RESOLUTION NO. 5160

Authorizing the 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 612 East Richards Street

C.10 * RESOLUTION NO. 5161

Authorizing the Execution of an Agreement with Roberto Meraz for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 824 South Montgomery Street

D.1 * CHANGE ORDER NO. 1

Highway 82 West Water Main, Phase I; \$112.00, Decrease

D.2 * CHANGE ORDER NO. 1

Sludge Technology, Inc.; 2007 Biosolids Project; \$74,542.48, Increase

D.5 * OTHER BUSINESS

Approve Quarterly Investment Report for Period Ending December 31, 2007

D.6 * OTHER BUSINESS

Replat Approval of Block B, Austin Landing Addition, Phase I; TexLanDev, LLC, Owner (4700-5000 Blocks of Camp Verde Circle and 4800-4900 Blocks of Liberty Hill Trail)

D.7 * OTHER BUSINESS

Replat Approval of Lot 8, Block 1, L.C. Chapman's Addition, being 0.47 acres in the J. B. McAnair Survey, Abstract No. 763; Mitchell Enterprises, Owner (700 North Crockett Street and 215 West Brockett Street)

D.8 * OTHER BUSINESS

Replat Approval of Part of Lot 4, Block 23, B.H. Moore Heirs Addition, being 0.29 acres; Barton Capital, LTD., Owner (1306 South Austin Street)

D.9 * OTHER BUSINESS

Replat Approval of Sherman Hills Country Club Addition Golf Course Tracts; Sherman Hills, Owner (1800-2600 Blocks of U.S. Highway 75 South)

D.10 * OTHER BUSINESS

Special Consideration to Ordinance No. 2684, Section 26 (A) for a Variance to Not Require the Developer to be Responsible for Payment of Escrow Funds for a Period of One Year for the Future Construction of the Park Avenue Bridge as Required with the Development of Sherman Hills Country Club Golf Course Addition in an R-1 (One Family Residential) District, C-1 (Retail Business) District, and O-1.2 (Sam Rayburn) Overlay District in the 1300-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

D.11 * OTHER BUSINESS

Special Consideration to Ordinance No. 2684, Section 12 (F) for a Variance to Not Require Sidewalks on all of Lots 3-6 and on the sides of Lots 2 and 7 facing Goodnight Circle, Block C of O'Hanlon Ranch Addition, Phase I in the 2800 Block of Goodnight Circle, and Part of Lot 4 and all of Lots 5 and 6, Block A of O'Hanlon Ranch Addition, Phase 1A in the 2900 Block of Canyon Creek Drive and the 2700 Block of Silverado Trail in an R-1 (One Family Residential) District (DGR Development Group, Ltd., Kyle Boothe, Dr. Jimmy Harrell, Mark Garland, Elizar Mata, Dr. Kenneth Chitwood, Rim Nall, and Ceci Bates Homes, Owners)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5162

Authorizing Execution of a Property Access Agreement with BKCF Partners, LLC for Exclusive Access to the City-Owned 76.69 Acre Tract of Land at the Southeast Corner of the Intersection of State Highway 11 and Ida Road (F.M. 697) in the City of Sherman, Grayson County, Texas

Issue

Granting 360-day exclusive access to the City-owned property located at the southeast corner of the intersection of State Highway 11 and Ida Road (F.M. 691) to determine its potential use as the future home of the Grayson County Correctional Facility

Background

The City is working with Grayson County through BKCF Partners, LLC ("BKCFP") to assess the feasibility of construction of a correctional facility within the city limits. A tract of land currently owned by the City has been identified as a potential location for this facility. This agreement provides an exclusive right of entry to BKCFP for 360 days to assess the suitability of this property for this purpose. This agreement transfers no rights of ownership nor does it give Grayson County or BKCFP authority to modify or otherwise affect the City's ownership of this property. During this term, the City agrees to prohibit access by any other third party for inspection or due diligence review. The City currently has no intention of disposing of this property to Grayson County, BKCFP, or any other party.

Origination

Mayor Bill Magers and Grayson County Judge Drue Bynum

Financial Consideration

There is no financial impact to this agenda item.

Staff Recommendation

Staff recommends that the Property Access Agreement with BKCFP be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5162

Property Access Agreement

Aerial Photograph of Property

**Prepared and Approved by:
George Olson, City Manager**

RESOLUTION NO. 5162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROPERTY ACCESS AGREEMENT WITH BKCF PARTNERS, LLC FOR EXCLUSIVE ACCESS TO THE CITY-OWNED 76.69 ACRE TRACT OF LAND AT THE SOUTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 11 AND IDA ROAD (F.M. 697) IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman ("City") is the owner of an approximately 76.69 acre tract of land at the southeast corner of the intersection of State Highway 11 and Ida Road (F.M. 697) in the City of Sherman, Grayson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, BKCF Partners, LLC ("BKCF") desires to begin the necessary due diligence on the Property to determine its potential use for the future home of the Grayson County Correctional Facility (hereinafter referred to as the "Facility"); and

WHEREAS, the City desires that the Facility be located in the Sherman city limits because the Facility could serve as an economic stimulant by the creation of additional jobs for the Sherman community; and

WHEREAS, both the City and BKCF understand and agree that there are limitations under state law regarding the sale of public land, but desire to make such land available to BKCF for the purposes of conducting its necessary due diligence;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being property completed and approved as to form by the City Attorney, to execute a Property Access Agreement with BKCF Partners, LLC for the City-owned 76.69 acre tract of land at the southeast corner of the intersection of State Highway 11 and Ida Road (F.M. 697) within the City of Sherman, Grayson County, Texas, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

PROPERTY ACCESS 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 **BKCF PARTNERS, LLC**, hereinafter referred to as "BKCFP", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City is the owner of an approximately 76.69 acre tract of land at the southeast corner of the intersection at State Highway 11 and Ida Road (FM 697), Sherman, Texas, and as indicated in the attached Exhibit "A" which is incorporated herein for all purposes (hereinafter referred to as the "Property"), located in Sherman, Texas; and

WHEREAS, BKCFP desires to begin the necessary diligence on the Property to determine its potential use for the future home of the Grayson County Correctional Facility (hereinafter referred to as the "Facility"); and

WHEREAS, both parties desire that the Facility be located in the Sherman City limits because the Facility could serve as an economic stimulant by the creation of additional jobs for Sherman community; and

WHEREAS, both parties understand and agree that there are limitations under state law regarding the sale of public land, but desire to make such land available to BKCFP for the purposes of conducting its necessary diligence,

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the general public by the construction of the Facility, the parties hereto agree as follows:

I. TERMS AND CONDITIONS

1. Exclusive Right of Entry. The City, in consideration of the mutual benefits stated herein, gives to the BKCFP the exclusive right to enter the Property during the term of this Agreement. "Exclusive right," for purposes of this Agreement, shall mean that the City will not authorize or consent to access to the Property by any other third-party for the purposes of conducting any type of inspection or due diligence review during the term of this Agreement. It shall not mean that BKCFP has any right of control of the Property or the right to exclude any other third-party from the Property.

2. Term of the Agreement. The term of this Agreement is for three hundred and sixty (360) days starting on the effective date of this Agreement, unless otherwise terminated as provided in this Agreement.

3. Effective Date. The "Effective Date" shall be the date that the last of the parties to this Agreement signs and executes below. The obligations of the Parties under this Agreement begin on the Effective Date.

4. Inspection Period. The City will grant to the BKCFP access to the Property, as provided in this Agreement, for purposes of inspection (such as environmental testing, etc.). BKCFP agrees and warrants that once it has completed its inspection of the Property, BKCFP will send written notice to the City canceling this Agreement. If such notice is delivered, the Agreement shall be terminated and no party will have any further obligation under this Agreement.

5. City's Representations and Warranties. To induce the BKCFP to enter into this Agreement, the City makes the following representations, warranties, and covenants.

- a. City has title to the Property, free and clear of all liens and property taxes, and can grant BKCFP the exclusive right of entry.
- b. There are no condemnations or similar proceedings affecting any part of the Property. To the best of the City's knowledge, no such condemnations or other proceedings are threatened or planned.
- c. There are no service contracts or agreements relating to the operation, maintenance, or security of the Property.
- d. The City is not subject to any commitment, obligation, or agreement that currently encumbers the Property.
- e. City has sole and exclusive possession of the Property.
- f. The City will not place the Property for public auction or otherwise encumber the Property by lease, transfer, or otherwise during the term of this Agreement
- g. The City will use its best efforts to provide or make available to BKCFP all information already in the City's possession relating to the size and existing conditions of the Property, both real and recorded in the title which could be known as important to the evaluation and due diligence by BKCFP in determining the suitability of the Property for use in the development of the Facility.

6. City Use of the Property. The City shall, at all times during the course of this Agreement, have the right to the use and possession of the Property and the use of any facility, equipment, or supplies located within the Property that is owned, used, or controlled by the City for its use.

7. Use of the Property by BKCFP. BKCFP shall use the Property only for the purposes of performing the following tasks relating to the Property (individually and collectively, the "Uses"): inspection, due diligence for use as the Facility, environmental testing, suitability as a site for the Facility, surveying, feasibility of establishing utilities, feasibility of building roads, and other general purposes relating to the building and maintenance of the Facility on the Property. In connection with and in furtherance of the Uses, the parties agree and acknowledge that contractors and other designees of BKCFP will enter the Property to perform tasks in support of the Uses, and BKCFP shall be responsible for the acts of such parties. Subject to the Uses which are hereby expressly permitted, BKCFP will not construct on or otherwise impair or damage the Property without the prior written consent of the City.

8. Termination. This Agreement may be terminated in the following manner:

- a. At any time by written mutual Agreement of the parties.
- b. In the event that the terms and conditions of this agreement shall be performed by the BKCFP in a manner inconsistent with this Agreement, then in that event the City shall send written notice to BKCFP, affording BKCFP forty-five (45) days to cure. Should this inconsistency not be satisfied within the forty-five (45) day period, the City may terminate this Agreement by giving to BKCFP thirty (30) days written notice by registered or certified mail as provided in this Agreement.

c. In the event that the City defaults in any of the terms of this Agreement, then BKCFP shall send written notice to the City, affording the City forty-five (45) days to cure. Should these terms not be satisfied within the forty-five (45) day period, BKCFP may terminate this agreement by giving the City thirty (30) days written notice by registered or certified mail as provided in this Agreement.

II. GENERAL PROVISIONS

1. **Entire Agreement.** This writing constitutes the entire agreement between the parties, and no addition, deletion, or other amendment hereto may be made except as is agreed in writing by the parties, in advance, with the same formality as accorded this agreement. This writing supersedes and replaces that earlier agreement concerning this subject matter made between the parties.

2. **Assignment.** The parties agree that each, in making this agreement, depends upon the particular capacities, expertise, powers, and good offices of the other which could not be satisfactorily provided for by a third party, and therefore, the parties hereto agree that no right or obligation hereunder may, in any way whatsoever, be assigned or delegated to a third party without the express written consent of the other party hereto in advance.

3. **Indemnification and Insurance.**

- a. In exchange for the exclusive right of entry and the guarantee that the Property will not be encumbered during the term of this Agreement, BKCFP AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES AND EXPENSES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT OR SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY BKCFP IN THE PERFORMANCE OF THIS AGREEMENT OR THE USE OF THE PROPERTY, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF BKCFP, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT OR THE USE OF THE PROPERTY; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES.
- b. BKCFP agrees to cause its contractors and any subcontractors to carry adequate insurance at all times while the contractors and any subcontractors are on the Property. The insurance will include, but is not limited to, worker's compensation, general commercial liability coverage, and automobile liability insurance coverage.

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

City Manager
P.O. Box 1106
Sherman, Texas 75090

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

Black Knight Partners, LP
Attention: Larry Redell
100 Crescent Court, Suite 450
Dallas, TX 75201

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.

5. Dispute Resolution Procedures. BKCFP and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees. If the matter is not resolved by mediation within one-hundred and eighty (180) days of the notification of dispute, then the parties may seek legal action.

6. 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.

7. 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.

8. 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.

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

10. 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.

IN WITNESS WHEREOF the parties hereto have executed this document, indicating their intent to be bound by its terms. Each party has signed this Agreement in duplicate. One counterpart each has been delivered to City and BKCFP.

CITY OF SHERMAN

George Olson
City Manager

DATE: _____

BKCF PARTNERS, LLC

A Texas Limited Liability Company

BY: _____
Larry J. Redell
Manager

DATE: _____

ATTEST:

By: _____
Linda Ashby, City Clerk

ATTEST:

By: _____
Printed Name: _____

APPROVED AS TO FORM:

Doreen E. McGookey
CITY ATTORNEY



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Average Scale: 1 inch = 261.9 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.2

RESOLUTION NO. 5153

Authorizing the Submission of the City of Sherman's Phase II MS4 Storm Water Management Plan to the Texas Commission on Environmental Quality for Coverage under General Permit No. TXR040000

Issue

To consider committing the City to a five-year storm water program by submitting a plan to the Texas Commission on Environmental Quality (TCEQ)

Background

Under the provisions of the Clean Water Act, TCEQ is requiring Phase II cities (small cities) to prepare and submit a storm water plan by February 11, 2008. The plan must address seven minimum control measures by implementing a series of best management practices that involve the public, construction activities, and City operations. Progress on implementing the plan must be reported to the State annually, with the first report due on August 13, 2008. TCEQ does allow the plan to be modified once per year as conditions change.

Origination

Department of Public Works

Financial Consideration

Preparation of the plan has taken considerable staff time to assure that its objectives are within the capabilities of the City's resources and consistent with future development goals. Implementation of the plan will place additional responsibilities on existing City staff, may increase the annual storm water program budget, and may ultimately require the hiring of additional staff resources.

Staff Recommendation

Authorize the City Manager to submit the plan as prepared to TCEQ prior to the February 11th deadline.

Alternatives

Those as may be directed by the City Council.

Attachments

Resolution No. 5153

Phase II MS4 Storm Water Management Plan - Final

Prepared by:
Jeffrey R. Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE SUBMISSION OF THE CITY OF SHERMAN'S PHASE II MS4 STORM WATER MANAGEMENT PLAN TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR COVERAGE UNDER GENERAL PERMIT NO. TXR040000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the State of Texas, through the Texas Commission on Environmental Quality ("TCEQ"), has required all Phase II small cities to prepare and submit a storm water management plan by February 11, 2008; and

WHEREAS, the five-year storm water management plan developed by the City of Sherman's staff was prepared with the intention of meeting all state requirements, but also designed to address the planned development and growth of the City of Sherman; and

WHEREAS, improving and protecting the water quality of area creeks, streams, and lakes is an important goal of local municipalities; and

WHEREAS, the City Council, after due consideration of the proposed Phase II MS4 Storm Water Management Plan, is of the opinion that said plan should be submitted to TCEQ as the City of Sherman's Storm Water Management Plan; and

WHEREAS, the City Council of the City of Sherman understands that the plan will be implemented over a five-year period and will be overseen and enforced by TCEQ;

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

SECTION 1. That the Phase II MS4 Storm Water Management Plan, attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the City of Sherman's five-year Storm Water Management Plan.

SECTION 2. That the City Manager be and is hereby authorized and directed to submit the City of Sherman's Phase II MS4 Storm Water Management Plan to TCEQ by the deadline, February 11, 2008.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

**PHASE II
MS4 STORM WATER MANAGEMENT PLAN**



City of Sherman, Texas



Prepared by City of Sherman Public Works Department

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14	7.0 Authorization for Municipal Construction Activity

Phase II MS4 Storm Water Management Plan

City of Sherman, Texas

I. Introduction

Polluted storm water runoff is often transported to municipal separate storm sewer systems (MS4s) and ultimately discharged in local rivers and streams without treatment. The Texas Commission on Environmental Quality's (TCEQ) storm water program entitled, Texas Pollutant Discharge Elimination System (TPDES), is intended to improve Texas waterways by reducing the quantity of pollutants that storm water picks up and carries into storm sewer systems during storm events. Under the TPDES program, the Storm Water Phase II Rule extends coverage to small MS4s in "urbanized areas" as designated by the U.S. Census Bureau. MS4 operators are required to design storm water management programs to:

- Reduce the discharge of pollutants to the "maximum extent practicable" (MEP);
- Protect water quality; and
- Satisfy the appropriate water quality requirements of the Clean Water Act and the Texas Water Code.

II. Program Overview

In Texas, the authority to enforce the storm water program has been delegated to the Texas Commission on Environmental Quality (TCEQ). The State has issued General Permit No. TXR040000 to allow small MS4's to discharge directly to the surface waters of the state in accordance with monitoring requirements and other conditions set forth in the permit. The City of Sherman, which must obtain permit coverage under the General Permit, is submitting a Notice of Intent (NOI) to comply with the conditions of the general permit, and must develop and submit a Storm Water Management Plan (SWMP) to manage eligible discharges that reach the Waters of the United States.

The SWMP must be developed to prevent pollution in storm water to the maximum extent practicable (MEP) and must prohibit illicit discharges into the system. The City of Sherman must develop a menu of Best Management Practices (BMP's) that are specific actions to be implemented during the five-year permit period. These BMP's must follow a prescribed list of six Minimum Control Measures (and an optional seventh) that, when implemented, will significantly reduce pollutants discharged into receiving waterbodies.

Those Minimum Control Measures (MCMs) are:

① *Public Education and Outreach*

Distribute education materials and perform outreach or activities to inform citizens about the impacts polluted storm water runoff discharges can have on water quality.

② *Public Participation/Involvement*

Publish information on Executive Directors' (TCEQ) determination of city's SWMP, effectively publicize public hearings and/or, if required, provide an opportunity for the public to comment on the contents of the proposed SWMP.

③ *Illicit Discharge Detection and Elimination*

Develop and implement a plan to detect and eliminate illicit discharges to the storm sewer system; including, developing a system map, educating the public about hazards associated with improper disposal of waste, and enforcement procedures for removing the source of an illicit discharge.

④ *Pollution Prevention/Good Housekeeping for Municipal Operations*

Develop and implement a program with the goal of preventing or reducing pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and techniques.

⑤ *Construction Site Storm Water Runoff Control*

Develop, implement, and enforce a program to reduce pollutants in storm water runoff to the MS4 from construction activities that disturb one or more acres of land. The program must include an ordinance requiring erosion, sediment, and other building material waste controls with sanctions to ensure compliance. The MS4 operator must do a site plan review, give consideration to information submitted by the public, and perform regular site inspections.

⑥ *Post-Construction Storm Water Management in New Development and Redevelopment*

Develop, implement and enforce a program to address storm water runoff from new development and redevelopment areas. The program must ensure that controls are in place that would prevent or minimize water quality impacts.

⑦ *Authorization for Municipal Construction Activities*

The City may develop a seventh minimum control measure for authorization to discharge storm water runoff from each construction activity performed by the City that results in a land disturbance of one or more acres of land, if this MCM is included within the SWMP that is initially submitted with the NOI.

Evaluation and Assessment:

The City of Sherman is required to submit an annual report to TCEQ that describes the program's status, assess the progress in achieving the program's measurable goals, as well as discuss any proposed changes to the plan.

Multiple City Departments will be responsible for implementing portions of the SWMP and for tracking and evaluating the City's success in meeting the plan's measurable goals. It is anticipated that the following departments will be involved in the implementation and verification process:

- Public Works
- Development
- Engineering
- Solid Waste
- Streets
- Parks and Recreation
- Fleet Maintenance
- Building Maintenance

Other participating entities include the City of Fort Worth Environmental Collection Center (ECC); the ECC co-hosts Household Hazardous Waste events with the City of Sherman as well as receives material at the ECC located in Fort Worth. The City of Fort Worth supplies the City of Sherman with quarterly reports that tracks the number of households that participate in the program.

III. Background on Sherman, Texas

The City of Sherman is a community of approximately 36,000, and is included in a designated Urbanized Area (UA) by the U.S. Census Bureau. The City must comply with Phase II Storm Water Rules for regulation of discharges from a regulated MS4. The City of Sherman has historically implemented a variety of storm water BMP's mostly public education related. The complete SWMP includes additional BMP's for a comprehensive approach to protect water quality and prevent or reduce pollutants entering the MS4 to the maximum extent practicable. The City believes the SWMP will be most effective if applied to the entire city limits of the City of Sherman instead of just the identified UA.

In preparing this Program, the City of Sherman Public Works Department has conducted meetings with several departments within the City, including Engineering & Utility Services, Developmental Services, and Community Services and Maintenance Services. The Program defines a menu of best management practices (BMPs) to address the pollutants identified as most prevalent in the watershed served by the MS4. This list of pollutants was developed from observation and from review of records of violations and/or complaints concerning water quality. Those pollutants are:

- Floatables [litter, yard debris]
- Oils & Grease [hydrocarbons from parking lots, grease from food service operations]
- Pollutants from wastewater [Sanitary Sewer Overflows]
- Household hazardous wastes [paint, automotive chemicals, lawn products]
- Suspended solids [sediment]

IV. Storm Water Management Program Minimum Control Measures

MCM #1. Public Education and Outreach

The Public Education and Outreach program will use a variety of strategies to reach a diverse audience and provide information about the City's pollution problems through educational materials and use of local media. The goal of this MCM is to inform residents, visitors, public service employees, businesses, commercial and industrial facilities, and construction site personnel about the impacts storm water run-off can have on water quality and how to reduce pollutants in storm water run-off. The educational material and outreach will encourage behavior to eliminate or clean-up pollution.

The educational materials will include, but not be limited to, the following:

- Brochures
- Alternative information sources (websites, promotional items, etc.)
- Storm Drain marking
- Television and radio messages
- Posters, billboards, movie theater advertising

BMPs & Measurable Goals - Public Education and Outreach

Best Management Practices	Target Date	Measurable Goals	Department/Person Responsible
1.1 Organization and planning	Year 1-5 continuous	A. Establish yearly calendar for activities B. Send E-invitations/letters/postcards to organizations and civic groups to solicit involvement	Storm Water Coordinator
1.2 Storm Drain Marking	Year 1-5 continuous	A. Mark all storm drain inlets with disc/stencil indicating that the drain leads to creek—no dumping allowed.	Storm Water Coordinator, Street Department, Volunteers
1.3 Litter and Illegal Dumping Awareness	Year 1-5 continuous	A. Establish NO DUMPING sign program in city "hot spots" in both English and Spanish	Signal Department and Police Department
1.4 Public Ed Movie Campaign	Year 1-5 continuous	A. Advertise storm water pollution prevention, anti-litter, and recycling campaigns at local movie theater 7 days a week (report of airtime will be included with annual report)	Storm Water Coordinator
1.5 Dog Waste Commercial	Year 1-5	A. Run 30 sec. dog waste commercial on multiple cable television channels a few times a year (report of airtime will be included with annual report)	Storm Water Coordinator
1.6 Website Ads	Year 1-5 continuous	A. Rotating picture advertisements for anti-litter, storm water, and recycling appear on all pages of the City's Website. When you click on the picture it takes you to an information webpage. Number of clicks/hits of each picture is tracked by the website. (report of the number of clicks/hits will be included with annual report)	Storm Water Coordinator
1.7 Storm Water Website	Year 1-5 continuous	A. Establish website that contains storm water information and regulations for the following topics: drainage, creek maintenance, pollution prevention, construction sites, and smart lawn care with Texas SmartScape.	Storm Water Coordinator with help of Computer Services

1.8 Business Outreach	Year 1	A. Develop Mailing list of businesses to be targeted with Pollution Prevention/Good Housekeeping brochures/pamphlets/tips.	Storm Water Coordinator
	Year 2-5	B. Develop and distribute brochure/pamphlets/tips to various businesses on good housekeeping practices	Storm Water Coordinator
1.9 Commercial and Industrial Outreach	Year 1	A. Develop Mailing list of Commercial and Industrial Business in Sherman B. Determine which businesses have a TPDES permit	Storm Water Coordinator
	Year 2-5	C. BMP posters available in English and Spanish for Commercial Industry and are distributed during inspections D. Request email address in order to establish a cost-effective way to distribute pollution prevention materials.	Storm Water Coordinator and Laboratory Staff
1.10 Construction Site Education	Year 1	A. Develop and distribute packet for construction site management to be given to all building permit applicants B. Provide Educational Workshops at a minimum of once a year C. Create web page on city website describing the rules associated with the TPDES Construction Site Run-Off General Permit	Storm Water Coordinator
	Year 2-5	D. Continue distributing packet for construction site management to be given to all building permit applicants E. Continue providing Educational Workshops at a minimum of once a year F. Start inspecting construction sites and send report to contractor (copies will be kept on file)	
1.11 Student Outreach	Year 1-5 continuous	A. Create and make available educational videos about pollution prevention and recycling for schools B. Provide water quality and recycling bookcovers for every student in the SISD	Storm Water Coordinator
1.12 Building media partnerships	Year 1-5 continuous	A. Cultivate media partnerships and provide storm water information to local media as needed and for special events like holidays	Storm Water Coordinator
1.13 Utility Bill Inserts	Year 1-5 continuous	A. Place pollution prevention tips in water bill a minimum of 3 times a year.	Storm Water Coordinator
1.14 Recycling (general)	Year 1-5 continuous	A. Promote business recycling with a free drop off center	Storm Water Coordinator
1.15 Municipal Employee Education		See MCM#6; section 6.1 page #12-13	

MCM #2. Public Participation/Involvement

The City of Sherman encourages public participation in the storm water management process, as citizen support is a critical component of building a successful program. To achieve results under this minimum control measure, a variety of opportunities for involvement are provided for citizens. Strategies include public meetings, community clean-up opportunities, developing communication systems for reporting and monitoring water quality and other environmental concerns, and a new program for household hazardous waste collection to target pollutants and reduce improper disposal.

BMPs & Measurable Goals – Public Participation/Involvement

Best Management Practices	Target Date	Measurable Goals	Department/Person Responsible
2.1 Public Notice	Year 1-5 Continuous	A. Comply with State, Tribal, and local public notice requirements B. Hold public meetings as directed by TCEQ	Storm Water Coordinator and City Clerk
2.2 Community Clean-Up	Year 1-5 on-going	A. Continue to encourage and support the Adopt-a-spot program	Storm Water Coordinator, Neighborhood Services, and KSB
2.3 Household Hazardous Waste Collection	Year 1-5 on-going	A. Host a minimum of 2 HHW collection events each year	Storm Water Coordinator in collaboration with Fort Worth ECC
2.4 E-waste Recycling Activities	Year 1-5 on-going	A. Host a minimum of 2 E-waste collection events each year	Storm Water Coordinator in collaboration with Keystone Enterprises

MCM #3. Illicit Discharge Detection and Elimination

Water quality problems identified in the City of Sherman include contamination by grease and oils from poor housekeeping practices at restaurants, and pollution from sanitary sewer overflows which sometimes are caused by grease slugs in the sanitary sewer system. The permit requires the plan to include the following components to combat these sources of pollution:

- procedures for detecting illicit discharges
- procedures for tracing the source of an illicit discharge
- procedures for removing the source of the discharge
- and procedures to ultimately eliminate illicit discharges to the MS4

During the permit term, the City will develop an ordinance that prohibits illegal discharges to the storm sewer system. Procedures for sanctions will be included. The ordinance will also address allowable non-storm water discharges that are listed in Part II B and Part VII B of the TXR040000 permit and below:

1. Water Line Flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
2. Runoff or Return from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
3. Discharges from potable water sources;
4. Diverted stream flows;
5. Rising ground waters and springs;
6. Uncontaminated ground water infiltration;
7. Uncontaminated pumped ground water;
8. Foundation and footing drains;
9. Air conditioning condensation;
10. Water from crawl space pumps;
11. Individual residential vehicle washing;
12. Flows from wetlands and riparian habitats;
13. De-chlorinated swimming pool discharges;
14. Street wash water;
15. Discharges or flows from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems and similar activities);

16. Other allowable non-storm water discharges listed in 40CRF 122.26(d)(2)(1v)(B)(1);
17. Non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (MSGP) or the TPDES Construction General permit (CGP); and
18. Other similar occasional incidental non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

These activities will be considered allowable, but will be addressed if they are determined to be a significant contributor of pollutants to the MS4.

The permit also requires a Storm Sewer Map indicating the location of outfalls, the names and locations of the waters of the U.S. that receive discharges from the outfalls, and the source of information used to develop the storm sewer map.

BMPs & Measurable Goals – Illicit Discharge Detection and Elimination

Best Management Practice	Target Date	Measurable Goals	Department/Person Responsible
3.1 Develop ordinance to govern illicit discharges and connections	Year 1	A. Research and review other community ordinances addressing illicit discharges and connections to the MS4	Storm Water Coordinator
	Year 2	B. Develop and adopt a non-storm water discharge ordinance, including provisions for sanctions for illicit discharges	
	Year 3-5	C. Enforce ordinance and review in Year 5 for effectiveness and appropriateness	
3.2 Detect and address illicit discharges	Year 1-5 continuous	A. Respond to public complaints concerning blockages in sewer lines and mains and document number of complaints taken and results of action taken B. Conduct smoke testing, dye testing, video camera inspection and visual inspection for identification of illicit or faulty connections between sanitary sewer and MS4 C. Identify inflow and infiltration through ongoing routine inspection process	Utility Maintenance
3.3 Reduction of Sanitary Sewer Overflows (SSOs)	Year 1-5 continuous	A. Conduct routine inspections of sewer mains with history of grease or root problems B. Continue current activities to identify sewer main sections needing replacement through continual assessment of tracking daily work orders, routine cleaning and maintenance C. Inspect, repair and replace manholes on a routine basis D. Monitor for SSOs during rain events E. Continue routine inspections for roof drain connections and other illicit connections	Utility Maintenance
	Year 1-5 ongoing	F. Budget for major sewer system upgrades or repairs (Capital Improvement Projects)	
	Year 4-5	G. Continue to address SSOs in Capital Improvement Programs	
3.4 Industry Inspections	Year 1-5 ongoing	A. Industries/Commercial businesses with coverage under TXR050000 are required to submit a copy of their NOI to the City of Sherman.	Laboratory Staff NEW Storm Water Staff OR absorb by existing staff
	Year 2-5	B. Annual inspections of the permitted industries will be conducted and any problems identified will be addressed as appropriate	
3.5 Business Inspections	Year 2-5	A. Establish inspection program for business sector that can have potential pollution discharge issues i.e. automotive shops, restaurants, dry cleaners etc.... B. Address illicit discharges discovered during inspections and pass out educational material	NEW Storm Water Staff OR absorb by existing staff

3.6 Clean Rivers Program (water quality testing)	Year 1-5 continuous	A. The City participates in the Clean Rivers program under the Red River Authority's monitoring program. There are seven test sites that are monitored on a monthly and/or quarterly basis for pollutants.	Laboratory Staff
3.7 Mapping of the MS4	Year 1-2	A. Continue research options for GIS/GPS software and prepare budget B. Research companies who conduct outfall mapping and prepare budget	Storm Water Coordinator and Computer Service
	Year 3-5	C. Contract with company to do GIS/GPS mapping	
	Year 5	D. Develop plan to regularly update the map	

MCM #4 Construction Site Storm Water Runoff Control

Construction sites can be a significant source of sediment for MS4s, especially when installation and maintenance of erosion and sediment controls are not required or adequately enforced. Experience has shown that construction sites and associated activities can deposit a significant amount of silt, sediments and debris in a short time, causing localized flooding, property damage and natural resource harm, and potentially leading to costly clean-ups and repairs to the storm sewer system, local waterways and private property.

The City will adopt an ordinance to reduce construction site pollutant runoff. The ordinance will require that land disturbance of one or more acres is regulated, including lots that are part of a larger common plan of development or sale. The City will work to educate contractors and require implementation of erosion and sediment control best management practices, and control of waste such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.

The City will achieve these goals through development of procedures for projects that require formal site plan review at construction sites, procedures to receive and respond to information submitted by the public, and routine site inspection and enforcement of control measures.

BMPs & Measurable Goals – Construction Site Storm Water Runoff Control

Best Management Practice	Target Date	Measurable Goals	Department/Person Responsible
4.1 Develop Ordinance to regulate Construction Site Run-Off	Year 1	A. Establish ordinance that regulates Construction Site Run-off that requires a SWP3 for all construction activity, erosion and sediment controls, waste management, and submission of NOI's and CSN's whichever is appropriate	Storm Water Coordinator & Legal Department
4.2 Site Plan Review	Year 1-5 ongoing	A. Provide an information packet to developers/contractors outlining storm water requirements necessary for compliance with the TPDES CGP	Storm Water Coordinator & other trained staff
	Year 1-2	B. Continue to work with Comprehensive Plan Consultant and designated staff to establish site plan review procedures	
	Year 3-5	C. Require notification of construction activity prior to commencement of activity D. Develop plan for review and approval of SWP3 E. Implement plan and allow for building permits only after SWP3 has been approved	

4.3 Site Inspection & Enforcement	Year 1-2	A. Designate and train City personnel to perform site inspections	NEW Storm Water Staff OR absorb by existing Staff
	Year 3-5	B. Establish and implement procedures for site inspections, including frequency, and procedures for notification of violations	
		C. Document number of inspections performed	
		D. Document number of stop work orders given	
	Year 3-5	E. Provide refresher training as needed for City inspectors	

MCM #5. Post Construction Storm Water Management in New Development and Redevelopment

The City of Sherman is currently in the process of updating the City's Comprehensive Plan. The City will be seeking council from the designated consultant for recommendations for revisions and updates to the City's current Developer's Ordinance. The City is aware that many studies indicate that prior planning and design for the minimization of pollutants in post-construction storm water discharges is the most cost-effective approach to storm water quality management.

The City will ask that the Comprehensive Planning Committee:

- Identify the City's program goals (e.g., minimize water quality impacts resulting from post-construction runoff from new development and redevelopment)
- Identify implementation strategies (e.g., adopt a combination of structural and/or non-structural BMPs)
- Identify operation and maintenance policies and procedures, and enforcement procedures.

The City anticipates recommendations that will include BMPs that are appropriate for Sherman's unique hydrology, will minimize water quality impacts, and attempt to maintain pre-development runoff conditions.

BMPs & Measurable Goals – Post Construction Storm Water Management

Best Management Practice	Target Date	Measurable Goals	Department/Person Responsible
5.1 Ordinance and policy review	Year 1-2	A. Review City's current Developers Ordinance, Storm Drainage Design Manual, Floodplain Ordinance and other relevant documents for consistency with TPDES storm water requirements B. Participate with Comprehensive Planning Committee to coordinate storm water management goals in long-term land use planning	Storm Water Coordinator, City Engineer, & Director of Developmental Services
	Year 3-5	C. Implement new requirements of Developer's Ordinance and revised Storm Drainage Design Manual	
5.2 Education of Post-Construction Storm Water Management Goals	Year 2-5 continuous	A. Distribute and encourage guidelines for post-construction storm water management in new development or redevelopment prior to construction through one-on-one meetings, presentations, and/or educational packets	Storm Water Coordinator, City Engineer, & Director of Developmental Services
5.3 Engineering Design Review	Year 1-2	A. Continue existing design review process of all construction projects on one or more acres to verify compliance with city ordinances and current Drainage Design Manual	City Engineer & Director of Developmental Services
	Year 3-5	B. Implement new design review process of all construction projects on one or more acres to verify compliance with city ordinances and revised Drainage Design Manual	

5.4 Land Use Plan	Year 1-2	A. Continue the existing process of assessing proposed zoning changes in relation to the City's existing land use plan	Director of Developmental Services
	Year 2-3	B. Implement <u>new</u> process of assessing proposed zoning changes in relation to the City's land use plan and storm water runoff concerns	

MCM #6. Pollution Prevention & Good Housekeeping

The goal of this minimum control measure is to prevent or reduce pollutant runoff from municipal operations through employee training and adoption of Good Housekeeping Practices for municipal operations.

Examples of municipal operations and municipally owned areas include:

- Municipal parks and Grounds Maintenance
- Streets
- Fleet and Building Maintenance
- Municipal Parking Lots
- Storm Water System Maintenance
- Vehicle and Equipment Maintenance and Storage Yards
- Waste Transfer Stations
- Utility Maintenance

Proper operation and maintenance of vehicles, chemicals, and equipment is vital to reducing or preventing polluted runoff. The city's Operation and Maintenance Good Housekeeping Practices will include:

- Employee training, focusing first on employees with responsibilities in maintenance areas, then expanding to include other employees who may communicate with the public
- Fleet Maintenance practices that focus on pollution prevention through proper training and material handling.
- Grounds Maintenance/Landscape practices on municipal property, using strategies that encourage pesticide and fertilizer reduction, water conservation, and soil conservation
- Source Reduction/Waste Management strategies used in municipal operations, including recycling and proper disposal of materials, good housekeeping at waste transfer stations, disposal of sediments and floatables cleaned from structures, and disposal of street sweeping trash

The City of Sherman does not currently have any structural control practices for this MCM.

Note: attachments to be submitted for this section:

- List of all municipally owned industrial activities: Solid Waste Transfer Station Permit,
- Copy of No Exposure Certification for Sherman Municipal Airport

BMPs & Measurable Goals – Pollution Prevention & Good Housekeeping for Municipal Operations

Best Management Practice	Target Date	Measurable Goals	Department/Person Responsible
6.1 Training	Year 1	A. Conduct inspections of municipal operation cost centers to identify activities or behaviors that could potentially lead to contaminating the MS4 system B. Develop training materials for specific cost centers; will utilize materials made by NCTCOG i.e. videos, quiz, power point trainings.	Storm Water Coordinator

6.1 Training cont.	Year 2-5 on-going	C. Provide training in pollution prevention, spill prevention and clean-up, and other good housekeeping BMP's to all employees in cost centers which have a preventative and/or repair maintenance program for vehicles, equipment or machinery or handle potential pollutants 1 time every year. D. Document hours of employee training and materials used E. Provide Spill Kits for cost centers that handle potential pollutants or which have a preventative and/or repair maintenance program for vehicles, equipment, or machinery.	Storm Water Coordinator
	Year 5	F. Review training program and revise as needed for permit renewal	
6.2 Vehicle & Equipment Maintenance	Year 1-5 continuous	A. Conduct routine inspections of work areas to maintain a clean and orderly work environment; morning and evening checklist B. Conduct routine inspections of all fleet vehicles to monitor for fluid leaks C. Recycle used oil, antifreeze & add other fluids if feasible D. Provide drip pans or use absorbent materials for all vehicle maintenance activities E. Set drip pans under vehicles with known leaks that are waiting to be repaired F. Clean-up all spills with dry absorbent material, sweep up, and properly dispose of waste	Fleet Maintenance Supervisor
	Year 2-5	G. Designate approved wash areas (sanitary sewer connections or contained area) for vehicles/equipment/machinery)	Fleet Maintenance Supervisor & Storm Water Coordinator
6.3 Grounds Maintenance & Landscape Practices	Year 1-5 continuous	A. Only apply pesticide and herbicide in dry weather conditions and keep log of applications B. Pick-up litter and dog waste when doing scheduled maintenance of municipal grounds and parks. C. Use native and adaptive plants D. Store all chemicals in doors E. Set sprinkler system to come on after 6pm and before 6am	Parks Administrator
6.4 Street Maintenance Management	Year 1-5 continuous	A. Develop a schedule for removing floatables, debris, and sediment from storm drain inlets B. Continue existing street sweeping schedule which is completed on a quarterly basis	Streets Superintendent
6.5 Solid Waste Management	Year 1-5 continuous	A. The transfer station is frequently monitored and loose trash is cleaned-up and properly contained B. Properly dispose of any dredge soil, sediment, or collected floatables C. Encourage/allow for recycling whenever possible	Solid Waste Staff

MCM #7 Municipal Construction Site Permitting

The City of Sherman is including the optional seventh Minimum Control Measure to cover all eligible municipal construction operations under the state's general permit.

Construction activities will be conducted in accordance with appropriate Best Management Practices listed in the *Storm Water Quality Best Management Practices for Construction Activities Manual*,

published by the North Central Texas Council of Governments and adopted by the Sherman City Council.

Under this MCM, the City will ask for permit coverage for all municipal projects occurring within the City of Sherman city limits and its designated ETJ (Extra-Territorial Jurisdiction) instead of just the identified UA.

On-site inspections for compliance with storm water regulations will be conducted on a routine schedule by a designated City staff member with knowledge of storm water rules. Written reports will be filed for each construction project.

A template for a Storm Water Pollution Prevention Plan (SWP3) will be developed during Year One of the permit term. The resulting document also will serve as a model document for the City's use in all municipal construction operations.

Measurable Goals – Municipal Construction Site Permitting

Best Management Practice	Target Date	Measurable Goals	Department/Person Responsible
7.1 Develop Storm Water Pollution Prevention Plan	Year 1	A. Develop template for SWP3	Storm Water Coordinator
	Year 2-5	B. Adopt SWP3 template and use for project management of one acre and greater	
	Year 3-5	C. Modify template as needed to reflect current technologies	
7.2 Inspection protocol	Year 1	A. Develop construction inspection form for documentation of compliance	Storm Water Coordinator & NEW Storm Water Staff OR absorb by existing staff
	Year 2-5	B. Conduct inspections of municipal construction every 7 calendars by trained staff	
		C. Implement measures to correct violations of SWP3 plan	
7.3 Training for Municipal Staff	Year 1	A. Send designated personnel to participate in regional training for storm water inspection school	Storm Water Coordinator & NEW Storm Water Staff OR absorb by existing staff
	Year 2-5	B. Provide training and checklists for staff involved in municipal construction activities	
		C. Provide refresher training or new employee training as needed for engineering and other staff involved in municipal construction activities.	
7.4 Recordkeeping for Municipal Construction Activities	Year 1-5	A. Document number of municipal construction projects and submit written reports on each project Monitor projects according to SWP3 plan	Storm Water Coordinator & NEW Storm Water Staff OR absorb by existing staff

Last Reviewed 1/22/2008



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.3

RESOLUTION NO. 5154

**Authorizing Execution of a Consulting Services Agreement with Dunkin Sims Stoffels, Inc.
for Pecan Grove Park Development Phase I**

Issue

To consider approval of a resolution to authorize execution of an updated master plan and a design services agreement with Dunkin Sims Stoffels, Inc., for the Pecan Grove Park Phase I development

Background

The Sherman City Council has approved \$400,000.00 for the Pecan Grove Park Phase I development, which includes an updated master plan, perimeter fencing, and an east parking lot. This agreement will provide an updated master plan, basic design services, and construction documents for this phase of the project.

Origination

Sherman City Council 2007-2008 Capital Improvement Program

Financial Consideration

Certificates of Obligation will be issued to fund this project, which will amount to \$400,000.00 for the Phase I development. These funds have been appropriated in the current budget. The summary of fees for this agreement totals \$35,630.00.

Staff Recommendation

It is recommended that the City Council approve this agreement for the Pecan Grove Park Phase I development.

Alternatives

As recommended by the City Council

Attachments

Resolution No. 5154

Consulting Services Agreement with Exhibit A (Scope of Services)

Location Map

Prepared by:
Larry Wortham,
Parks & Community Services Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONSULTING SERVICES AGREEMENT WITH DUNKIN SIMS STOFFELS, INC. FOR PECAN GROVE PARK DEVELOPMENT PHASE I; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute an Agreement with Dunkin Sims Stoffels, Inc. for consulting services in the development of Pecan Grove Park Phase I, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

CONSULTING 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 **DUNKIN, SIMS, STOFFELS, INC.**, hereinafter referred to as "Consultant", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Consultant to prepare a master plan for Pecan Grove Park and to perform other related services for the City, which is herein referred to as the "Project"; and

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

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

1. **Employment of the Consultant.** The City hereby agrees to retain the Consultant to perform professional services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement and to the standards recognized in consultant's industry.
2. **Scope of Work.** The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", 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. Consultant agrees to submit all final documents in a form acceptable to the City.
3. **Contracts.** Any contracts for contractors or subcontractors for services rendered under this Agreement on behalf of the City shall be in a contract form provided and approved by the City's Attorney.
4. **Time of the Essence.** Time is of the essence. Consultant agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Consultant's reasonable control.
5. **Compensation and Method of Payment.** The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "A". The contract amount specified in Exhibit "A" shall not be exceeded without the written permission of the City.
6. **Insurance.** Consultant 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 Consultant 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. Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Consultant'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. CONSULTANT 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 CONSULTANT AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE.

B. Consultant 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 Consultant 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 Consultant's obligation to defend the City or as a waiver of Consultant's obligation to indemnify the City pursuant to this Contract. Consultant 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 Consultant fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant shall be liable for all costs incurred by City in defense of Claims for which Consultant 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.** Consultant is an independent contractor and not an officer, agent, servant or employee of the City. Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

9. **Assignment and Subletting.** Consultant 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. Consultant 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 Consultant from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that the City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant 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 and Waiver of Copyright Claims.**

a. The Project is the property of the City and Consultant may not use the photogrammetric mapping and related documents therefore for any purpose not relating to the Project without City's consent. All such photogrammetric mapping and related documents shall be the property of the City who may use them without Consultant's permission for any proper purpose including, but not limited to, additions to or completion of the Project.

b. **WAIVER.** ONCE THE INFORMATION IS SUBMITTED TO THE CITY, CONSULTANT AGREES TO WAIVE ANY COPYRIGHT CLAIMS TO THE INFORMATION AND HEREBY RELEASES, DISCHARGES, AND CONVENANTS NOT TO SUE THE CITY, ITS OFFICERS,

SERVANTS, AGENTS, OR EMPLOYEES (HEREINAFTER REFERRED TO AS RELEASEES) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, THAT MAY BE SUSTAINED BY CONSULTANT, PERTAINING TO ANY CLAIMS THAT THE DOCUMENTS ARE COPYRIGHTED BY CONSULTANT. CONSULTANT ALSO ACKNOWLEDGES THAT SUCH INFORMATION SHALL BECOME SUBJECT TO THE PUBLIC INFORMATION LAWS OF THIS STATE AND THAT THE CITY CAN RELEASE SUCH INFORMATION TO THE PUBLIC WITHOUT ANY RECOURSE BY THE CONSULTANT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR COMPENSATION, DEFAMATION, OR INVASION OF PRIVACY, OR OTHER INFRINGEMENTS OR VIOLATIONS OF COPYRIGHT, PERSONAL, OR PROPERTY RIGHTS OF ANY SORT WHATSOEVER.

12. Complete Contract. This Agreement, including Exhibit "A," 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 "A" conflict with this Agreement, the provisions in the Agreement control over the provisions in the exhibit. Except as provided by Section 2 of this Agreement, this Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

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

City Manager
P.O. Box 1106
Sherman, Texas 75090

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

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 Consultant, 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

CONSULTANT: DUNKIN SIMS
STOFFELS, INC.
A _____ Corporation

George Olson
City Manager

BY: _____

Title: _____

DATE:

DATE:

Attest: City Clerk

ATTEST: _____

By: _____
Linda Ashby

By: _____
Printed Name: _____

APPROVED AS TO FORM:

Doreen E. McGookey
CITY ATTORNEY

EXHIBIT A



January 17, 2008

Mr. Larry P. Wortham
Director of Parks and Community Services
405 North Rusk Street
P.O. Box 1106
Sherman, Texas 75091-1106

Dear Mr. Wortham:

We appreciate the opportunity to submit this Scope of Services for the Pecan Grove Park. This proposal is being submitted for your review and approval. The Scope of Services is divided into three Phases: Phase I – Master Plan, Phase II - Basic Design Services and Construction Documents; and Phase III - Additional Services.

PHASE I – MASTER PLAN

We will prepare a master plan for the park which will include park program elements identified by City Staff and the Consultant. This includes the elements across the lake.

PHASE II - BASIC DESIGN SERVICES AND CONSTRUCTION DOCUMENTS

Design Development Services

An opinion of probable cost for construction will be prepared for the programs elements identified by the City for construction in this phase of the project. It is our understanding the City has budgeted \$400,000.00 for construction of the project.

The services in this phase are divided into three sections: (1) construction documents and specifications; (2) bidding and contract award; and (3) construction administration. Each section sets forth the services to be performed.

Construction Documents and Specifications

Construction documents and specifications will be prepared for the park elements outlined in the opinion of probable cost for construction. The consulting team will perform the following tasks in this section of the project:

- Grading Plan(s), which will establish grades for the parking lot.
- Layout Plan(s) locating by dimensions all structures, walks, etc.
- Construction Details providing plans, sections, elevations of the individual elements of the plans.
- Prepare proposal forms and appropriate add or deduct alternates.

-
- Prepare the project manual

Bidding and Contract Award

The Consultant will be responsible for the following tasks in this phase:

- Answer questions and interpret drawing during the bidding period.
- Assist the City in receiving bids.
- Prepare and distribute any required addendum.
- Attend the bid opening and prepare a bid tabulation sheet for completion at the bid opening.
- Analyze the bids and make a written recommendation to the City for awarding a contract.

Construction Administration

We will perform the following tasks during this phase of the project:

- Consultation and advice to the City.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractors for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the City's approval and execution.
- Coordinate final site walk through with the City at the conclusion of the construction and provide a punch list to Contractor to complete the project.

PHASE III - ADDITIONAL SERVICES

The following items set forth below are services provided in addition to Basic Design Services. Costs for each item listed have been provided as a reimbursable expense.

Plan and Specification Printing & TDLR Fees

The Consultant will invoice the City at cost plus 10% for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

In-house printing of check prints for use in preparing the construction documents are included in the basic design services.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as, the cost of mailing sets of contract documents to prospective bidders will be charged to the City. We would recommend the City budget \$1,500.00 for this task. Texas Department of Licensing and Regulation (TDLR) fees for review and inspection will be \$830.00.

Topographical Survey

An on the ground topographical survey will be performed to establish grades and manhole location. We would recommend the City budget \$1,800.00 for this task.

Additional Services

Additional Services which are not included in this proposal include:

- Preparation of final or preliminary plats
- Geotechnical Surveys
- Detail site plans required by the City Planning Department

Summary of Fees

Phase I – Master Plan.....	\$ 5,000.00
Phase II – Basic Design Services and Construction Documents..... (Based on \$365,000.00 Construction Budget)	\$ 26,500.00
Phase III – Additional Services:	
Plan and Specification Printing, TDLR Review Fee and Inspection.....	\$ 2,330.00
Topographical Survey.....	\$ 1,800.00
TOTAL SERVICES FEES:	\$ 35,630.00

Preparation of Alternates

The Consultant's fees are based upon the total dollars allocated for construction of the project. The Consultant will prepare an estimate for probable cost of construction. This estimate will be based on the design development phase of the project. Should the City request design alternates be prepared for bidding, the consulting team will invoice the City in addition to the original contract amount, the agreed percentage of construction cost for preparation of plans, construction documents and specifications for the alternates. Any such expenses shall be pre-authorized by the City in advance of work being performed.

You may acknowledge your acceptance of this proposal by signing below. The consulting team appreciates the opportunity to submit this Scope of Services and we look forward to working with you and the City of Sherman. If you have any questions, do not hesitate to call me.

Sincerely,



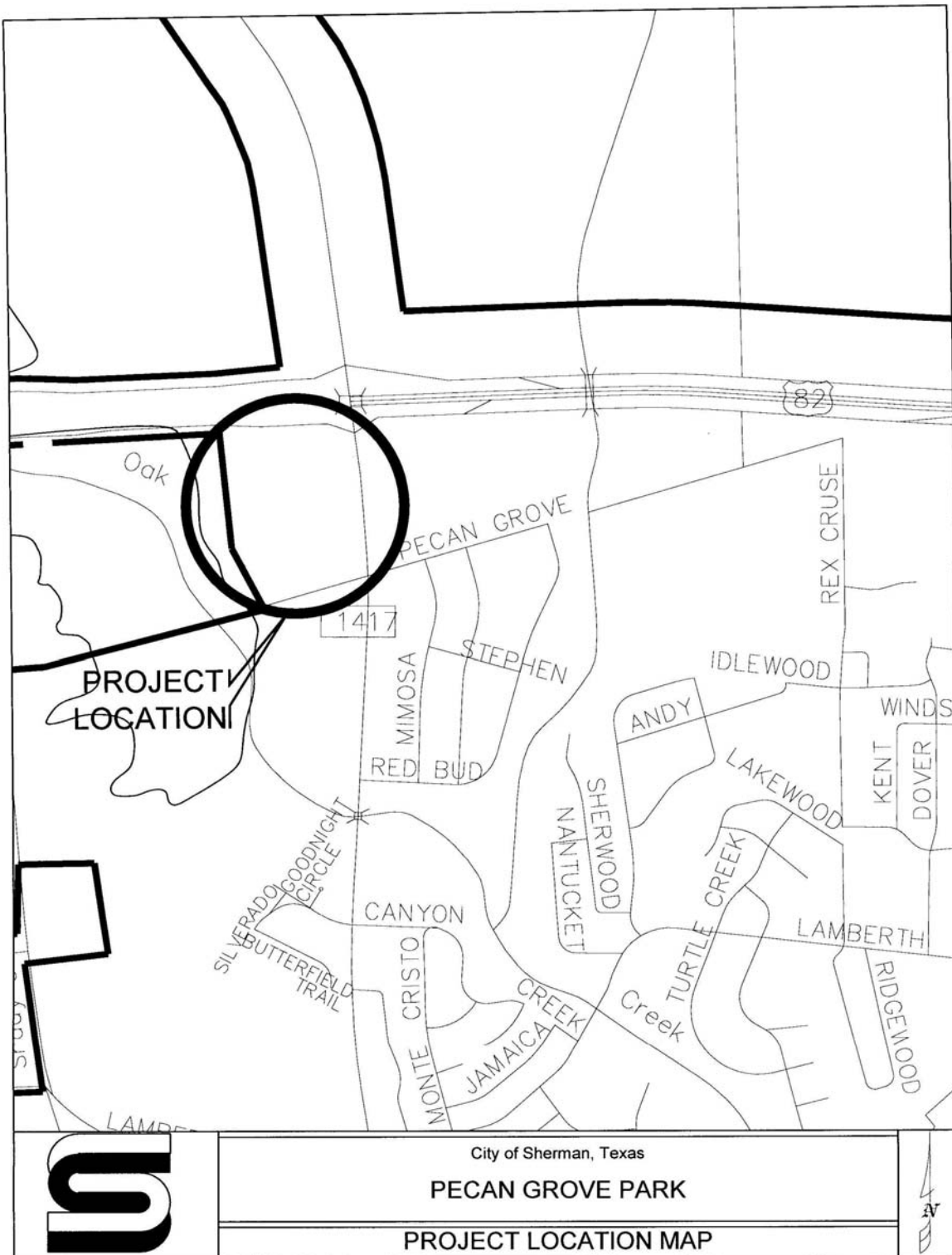
Dennis Sims, ASLA
Principal

ACCEPTED AND APPROVED BY:

(Signature)

(typed name)

(Title)





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.4

RESOLUTION NO. 5155

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

Issue

Professional engineering services to develop a Sanitary Sewer Overflow (SSO) Initiative Plan

Background

The Texas Commission on Environmental Quality (TCEQ) has asked the City of Sherman to join the State's Sanitary Sewer Overflow (SSO) Initiative. Should the City decline the offer, TCEQ will fine the City for all future overflows in the City's sewer system. Participants in the SSO Initiative are not fined for overflows. The SSO Initiative is a long-range, multi-faceted plan to reduce sanitary sewer overflows within the City.

Origination

Department of Utilities Administration

Financial Consideration

Funding for this project is available through the use of budgetary savings in the Utility Fund from the Biosolids Project.

Staff Recommendation

It is recommended the City Council approve these basic professional services administered by Freeman-Millican, Inc. in the amount of \$62,750.00.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5155

Freeman-Millican Engineering Services Agreement

TCEQ Correspondence Dictating Program

Prepared by:

Mark Gibson, Director of Utilities & Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DEVELOPMENT OF A SANITARY SEWER OVERFLOW (SSO) INITIATIVE PLAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Freeman-Millican, Inc. is hereby awarded an agreement for professional engineering services in the total amount of \$62,750.00 to develop a Sanitary Sewer Overflow (SSO) Initiative Plan; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute an agreement with Freeman-Millican, Inc. for professional engineering services, in the same or substantially the same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

A. Workers' Compensation as required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER

Freeman Millican, Inc.
A Texas Corporation

George Olson
City Manager

BY: _____

TITLE: President

DATE:

DATE:

21 Jan 08

APPROVED AS TO FORM:

BY: _____

DOREEN E. MCGOOKEY
City Attorney

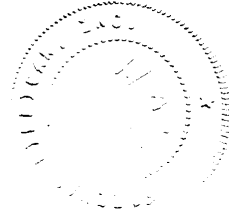


Exhibit 1
Sanitary Sewer Overflow (SSO) Initiative Plan Engineering Services

A. Information and services provided by the City of Sherman

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

B. Services provided by Engineer

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

Attached Letter

SHERMAN



September 21, 2007

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

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

Dear Mr. Slocum:

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

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

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

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

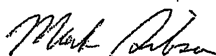
- Description of the cause of the Sanitary Sewer Overflow (SSO) and interim measures that will be taken to mitigate the effects of continuing SSO's;
 - The effort outlined in Items 1 through 10 above will help characterize the problems which require correction.
- Description of the corrective measures,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

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

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

Sincerely,

CITY OF SHERMAN



Mark Gibson
Director of Utilities & Engineering

MG/ple

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

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

Engineering Services Rates

Description	Rate	Units
Labor		
Principle Engineer	\$ 125.00	hour
Associate Engineer	\$ 100.00	hour
Staff Engineer	\$ 85.00	hour
Computer Aided Drafting (CAD)	\$ 60.00	hour
Secretarial	\$ 35.00	hour
GPS Surveying	\$ 125.00	hour
Conventional Surveying	\$ 85.00	hour
One Man GPS/GIS Surveying	\$ 75.00	hour
Expenses		
Mileage	\$ 0.52	mile

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

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



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

August 24, 2007

CERTIFIED MAIL 91 3408 2133 3931 4564 7936
RETURN RECEIPT REQUESTED

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

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

Dear Mr. Gibson:

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

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

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

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

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

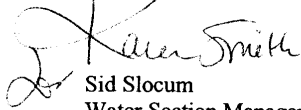
P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us

printed on recycled paper using soy-based ink

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Sid Slocum", is written over the printed name.

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

SS/sp

Enclosures: Investigation Report No. 571457
Obtaining TCEQ Rules

Texas Commission on Environmental Quality

Investigation Report

City of Sherman
CN600429583

POST OAK CREEK

RN101612448

Investigation # 571457

Incident #

Investigator: SUZANNA PEREA

Site Classification

DOMESTIC MAJOR

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

SIC Code: 4952

NAIC Code: 221320

Program(s): WASTEWATER

Investigation Type : Compliance Investigation

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

Additional ID(s) : TX0024325
WQ0010329001

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

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

Principal(s) :

Role	Name
RESPONDENT	CITY OF SHERMAN

Contact(s) :

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

Other Staff Member(s) :

Role	Name
Supervisor	KAREN SMITH
QA Reviewer	PIXIE WETMORE

Associated Check List

Checklist Name
SSO INITIATIVE CHECKLIST

Unit Name
Sherman

Investigation Comments :

INTRODUCTION

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

POST OAK CREEK - SHERMAN

8/10/2007 Inv. # - 571457

Page 2 of 4

GENERAL FACILITY INFORMATION

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

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

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

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

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

BACKGROUND

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

ADDITIONAL INFORMATION

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

NOV Date
08/24/2007

Method
SSO INITIATIVE NOTICE TO CONFIRM

OUTSTANDING ALLEGED VIOLATIONS

Track No: 251528

Compliance Due Date: 09/24/2007

2D TWC Chapter 26.121(a)

Alleged Violation:
Investigation: 510829

Comment Date: 08/30/2006

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

POST OAK CREEK - SHERMAN

8/10/2007 Inv. # - 571457

Page 3 of 4

were reported by the city within the past three years.

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

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

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

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

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

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

Investigation: 517433

Comment Date: 10/26/2006

Failure to prevent unauthorized discharges in the collection system.

Investigation: 571457

Comment Date: 08/22/2007

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

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

Resolution:

Signed *Suzanna M. Perera*
Environmental Investigator

Date 8/22/07

Signed *Karen Smith*
Supervisor

Date 8/23/07

Attachments: (in order of final report submittal)

☐ Enforcement Action Request (EAR)

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

☐ Investigation Report

☐ Sample Analysis Results

☐ Manifests

☐ NOR

☐ Maps, Plans, Sketches

☐ Photographs

☐ Correspondence from the facility

☒ Other (specify) :

Reported SSOs FY 2007



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.5

RESOLUTION NO. 5156

Approving the Greater Texoma Utility Authority's Intention to Enter into a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the U.S. Highway 75 North Sewer Extension Project

Issue

Utilities and Engineering Director Mark Gibson will provide an update on the U.S. Highway 75 North Sewer Extension Project, prior to the City Council considering the approval of a professional engineering design services contract with Freeman-Millican, Inc. for the project. The contract will be administered by the Greater Texoma Utility Authority.

Background

The current Capital Improvement Program contains a project to extend sewer appurtenances on both sides of U.S. Highway 75 North, between Graham Drive and State Highway 691. It is recommended that the professional engineering design services be provided by Freeman-Millican, Inc. and be administered through the Greater Texoma Utility Authority.

Origination

Department of Utilities Administration

Financial Consideration

Funding for this project is to be provided through the Sherman Economic Development Corporation. Funds were appropriated in the fiscal year (FY) 2007-2008 budget for the water and sewer extension project in the amount of \$3.7 million.

Staff Recommendation

It is recommended the City Council approve these basic professional services. Fees will be paid at rates stipulated in the service agreement based on the actual construction cost and standard payment curves.

Alternatives

As may be directed by the City Council

Attachments

2007-2008 CIP Project Status Report prepared by GTUA General Manager Jerry Chapman
Resolution No. 5156
Freeman-Millican Professional Services Agreement and Exhibit "A"
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

January 30, 2008

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

Re: 2007-2008 CIP Project Status Report

Dear George:

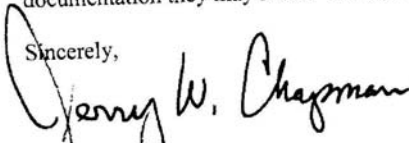
In an effort to keep the Sherman City Council informed on the status of capital improvements projects that are to be funded and implemented by the Greater Texoma Utility Authority this year, I have attached some information you may find useful in sharing with the Council. Two of the four projects will be totally funded by the \$3.71MM bond issue, which will be ready for the Council's consideration at their February 18th meeting.

The north 75 sewer project will need some additional funding if the Council approves the expanded version of this project. Engineering is now underway on the North 75 Water Project, which will be funded by a bond issue as soon as cost estimates are available from the consulting engineers.

The future \$3.2MM bond issue referenced on the accompanying summary will be needed to fund these two projects. An estimated \$1.6MM construction costs for expanding the 75 North Sewer Project, if approved by the Council. The remainder will be needed to fund construction of the 75 North Water Project and associated engineering and closing costs.

If the Council has any questions regarding this information I will be pleased to provide any additional documentation they may need. We look forward to working with you on these projects.

Sincerely,



Jerry W. Chapman
General Manager

JWC:cb

Attachment

cc: Mark Gibson, Director of Utilities
Robby Heflon, Assistant City Manager/Chief Finance Officer

City of Sherman
2007-2008 CIP Projects to be Funded Through
Greater Texoma Utility Authority

Authorized Projects:

Digester Rehabilitation	\$1,000,000
Relief Sewer K4	\$900,000
North 75 Water Lines*	\$1,350,000
North 75 Sewer Lines*	<u>\$2,350,000</u>
	\$5,600,000

Additional Cost for Expanded North 75 Sewer

Expanded US 75 Sewer	\$3,950,000	
Original estimate	<u>\$2,350,000</u>	
Additional Costs		<u>\$1,600,000</u>
<u>Total Revised Project</u>		<u>\$7,200,000</u>

Sources of Funds

Construction funds available from prior issue	\$400,000
Construction funds available from \$3,710,000 bond issue	\$3,170,000
Funds to be provided from future issue	<u>\$3,200,000</u>
<u>Total Sources for Projects</u>	<u>\$7,200,000</u>

*Debt service supplemented by SEDCO

Greater Texoma Utility Authority/City of Sherman
Water Projects
Status Report
January 28, 2008

The Sherman City Council has indicated the Authority is to begin financing activities to make available funding for the U.S. 75 north water line project. Since the engineering effort on this project commenced only recently, we do not currently have any estimates to enable us to move forward with the detailed financing of the project. However, the Authority staff has initiated some preliminary actions to determine the most economical methods of funding this project. We understand that a portion of the debt service for these bonds will be provided to the City of Sherman from the Sherman Economic Development Corporation. As soon as engineering cost estimates are available, we will proceed.

The Authority proposes to refinance a portion of the GTUA/City of Sherman 1998 Water Bond Series in June 2008. When this bond series was sold an unusually large principal payment was scheduled to become due in 2011. Market conditions at the time of the original sale dictated the structure of the repayment schedule. We have always planned to refinance this issue as soon as practical to eliminate the large principal payment. The 1998 bond series will be eligible for a current refunding in June 2008. Garry Kimball, the Authority's financial advisor, has suggested that it might be possible to combine the refinancing with funds needed for the U.S 75 North Water Line project and save some issuance costs. Given the current engineering status of the water lines, this option may be one to consider. However, should the engineering cost estimates become available earlier and there is a need to proceed before the refunding date, we can initiate the actions necessary to sell the bonds immediately.

**Greater Texoma Utility Authority/City of Sherman
Wastewater Projects
Status Report
January 28, 2008**

January/February 2007 – Intended Use Plan (“IUP”) submitted to the Texas Water Development Board (“TWDB”) for Clean Water State Revolving Fund Program, Tier II (low interest rate), based on the City of Sherman’s Capital Improvements Plan. The IUP is a preliminary budget estimate intended to assist the TWDB in their financial planning for the next fiscal year.

- WWTP - \$1,000,000
- Relief Sewers/Sewer Mains - \$1,800,000
- Total wastewater funds requested \$3,710,000 (includes engineering, archeological survey, bond issuance costs, etc.)

Summer 2007 – Sherman wastewater projects approved by the TWDB for funding from the 2007 IUP

November 2007 – TWDB informs Authority staff Tier II funds are available, applications are being accepted

November 2007 – Authority staff submits application to TWDB for these projects

January 28, 2008 – TWDB approves commitment for the funding

February 18, 2008 – Bond approval by City and Authority, advertise wastewater treatment plant rehabilitation project and Relief Sewer K project

Between the summer of 2007 and January 2008, the U.S. 75 sewer project became a priority with an expanded service area. While some funds are available in the \$3,710,000 bond issue for construction of these sewers, additional funds, estimated at \$1,600,000, will be required to complete the expanded plan for the U.S. 75 north sewer projects.

Currently, the Authority is submitting a 2008 Intended Use Plan to the TWDB, which includes the additional funding required for these sewers, along with other sewer projects included in the 2008-2009 Capital Improvements Program for the City of Sherman. The construction of the sewers along U.S. 75 cannot be completed prior to additional funds being available from the TWDB 2008 IUP, and construction would not be delayed due to funding.

It is our understanding that SEDCO will provide the City of Sherman with a portion of the debt service on the U.S. north sewer projects that reflect the economic benefit for commercial and industrial uses provided by the construction of these sewer lines.

RESOLUTION NO. 5156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE U.S. HIGHWAY 75 NORTH SEWER EXTENSION 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with Freeman-Millican, Inc. for professional engineering services to design the U.S. Highway 75 North Sewer Extension Project, said project to be funded through the Sherman Economic Development Corporation, in the same or substantially the same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2008 between the Greater Texoma Utility Authority (OWNER) and Freeman - Millican, Inc., a Texas Corporation (ENGINEER) acting by and through their respective duly authorized representatives. OWNER intends to construct sewer lines, relief sewers, lift stations, force mains, highway crossings and necessary appurtenances to provide sewer service to areas on both sides of US Highway 75 from the Sherman Town Center to FM 691 for the City of Sherman hereinafter known as "the Project". The Project will include a Study Phase to define and evaluate feasibility of alternatives sewer system to serve the areas.

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.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

- 1.1.1 ENGINEER shall perform professional services, as hereinafter stated, which include customary civil engineering services.

1.2 DESIGN PHASE

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

- 1.1.1 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.
- 1.1.2 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.
- 1.1.3 Furnish four copies of the above documents and present and review them in person with OWNER.

1.2 BIDDING PHASE

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

- 1.2.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment and services.

- 1.2.2 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.
- 1.2.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.
- 1.3 CONSTRUCTION PHASE
During the Construction Phase ENGINEER shall:
 - 1.3.1 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.
 - 1.3.2 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.
 - 1.3.3 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.
 - 1.3.4 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.
 - 1.3.5 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.

- 1.3.6 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 1.4.5.
- 1.3.7 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 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.3.8 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 as well as a computer disk containing all of the Record Drawings on AutoCAD® Release 14 format.

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 Service; these will be paid for by OWNER as indicated in Section 4.

- 2.1.1 Study Phase – Preparation of alternate service plans complete with preliminary alignments and profiles. Providing cost estimates of alternative plans and recommendations regarding the most suitable plan.
- 2.1.2 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 such as the Texas Department of Transportation.
- 2.1.3 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.

- 2.1.4 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering design incidental thereto.
- 2.1.5 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.
- 2.1.6 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).
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 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).
- 2.1.10 Preparation of property or easement descriptions.
- 2.1.11 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The provisions of this Section 3 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.

SECTION 4 - PAYMENTS TO ENGINEER

4.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

4.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 an amount based on the compensation Exhibit "A" for the projects. Compensation for design of the lift stations, electrical system, controls, and odor control units shall be based on Curve "A" as shown in Exhibit "A" and the remainder of the project design shall be according to Curve "B". Where the Project is separated into multiple construction contracts, the construction cost for each contract shall be used to determine the compensation to the Engineer for the design of the work in each individual construction contract.

4.1.2 For Additional Services

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

4.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.10, inclusive (except services covered by paragraph 2.1.3, services of field surveying by paragraph 2.1.4 and services as a consultant or witness under paragraph 2.1.8), on the basis of Payroll Costs times a factor of 2.25 for services rendered by principals and employees assigned to the Project.

4.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants, such as geotechnical services, employed by ENGINEER pursuant to paragraph 2.1.3 the amount billed to ENGINEER times a factor of 1.10.

4.1.2.3 Consultant or Witness

For additional services provided for in paragraph 2.1.8 as rendered by principals and employees assigned to the Project will be on the basis of payroll costs times a factor of 2.50.

4.1.2.4 Field Survey

For field surveying services as provided for in paragraph 2.1.4 the amount will be based on survey costs times a factor of 1.10 as invoiced, or, if done by Freeman-Millican, Inc. will be on the basis of payroll costs times a factor of 2.25.

4.1.2.5 For Reimbursable Expenses

In addition to payments provided for in paragraphs 4.1.1, OWNER shall pay ENGINEER the actual cost times a multiplier of 1.10 for all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

4.1.2.6 As used in this paragraph 4.1 the term "Construction Cost" will have the meaning assigned to it in paragraph 5.1, and terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 4.4.

4.2 TIMES OF PAYMENTS

4.2.1 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.

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

Phase

Design	80%
Bidding or Negotiating	5%
Construction	15%
TOTAL	100%

4.3 OTHER PROVISIONS CONCERNING PAYMENTS

4.3.1 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 on the basis of Payroll Costs times a factor of 2.25 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 on the basis of Payroll Costs times a factor of 2.25 by 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

4.4 DEFINITIONS

4.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

4.4.2 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 faxes; 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 5 - CONSTRUCTION COST AND OPINIONS OF COST

5.1 CONSTRUCTION COST

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

- 5.1.1 For completed construction work the total costs of all work performed as designed or specified by ENGINEER.
- 5.1.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.
- 5.1.3 For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER'S most recent opinion of probable Construction Cost.
- 5.2 OPINIONS OF COST
- 5.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of 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.

6.3 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

6.4 SUCCESSORS AND ASSIGNS

- 6.4.1 OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

- 6.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- 6.5 All notices and statements required and provided for in this Contract shall be deemed to have been received by either party hereto when properly addressed to the party to whom directed at the addresses set forth herein and two (2) days after deposit in the United States mail with postage prepaid:

Owner: Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Engineer: Freeman - Millican, Inc.
12225 Greenville Avenue, Suite 121
Dallas, Texas 75243

Attention: Mr. Terry Millican
President

From time to time either party may designate another address for all purposes of this Contract by mailing to the other party written notice of such change of address in accordance with the provisions hereof.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 7.1 This Agreement is subject to the following special provisions.
- 7.1.1 OWNER agrees to indemnify and hold ENGINEER harmless from any claims, costs, attorney's fees or causes of action arising out of claims or actions by landowners or residents in the vicinity of the Improvements founded or based upon the existence, expansion, planning, design or construction of the Improvements unless caused by ENGINEER'S negligence, gross negligence, malpractice or willful misconduct.
- 7.1.2 ENGINEER represents and agrees that ENGINEER currently has Professional Liability Insurance coverage of One Million (\$ 1,000,000.00) Dollars and that ENGINEER will maintain Professional Liability Insurance coverage of at least One Million (\$ 1,000,000.00) Dollars until this Contract has been fulfilled or terminated, whichever occurs first. ENGINEER further agrees to furnish OWNER with evidence of ENGINEER'S Professional Liability Insurance coverage annually, if and when requested by OWNER, during the period this Contract is in effect.
- 7.2 The following Exhibit is attached to and made a part of this Agreement:
- 7.2.1 Exhibit A - Project Description with Engineering Compensation.

7.3 This Agreement (consisting of pages 1 to 9, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

Mr. Jerry Chapman, General Manager

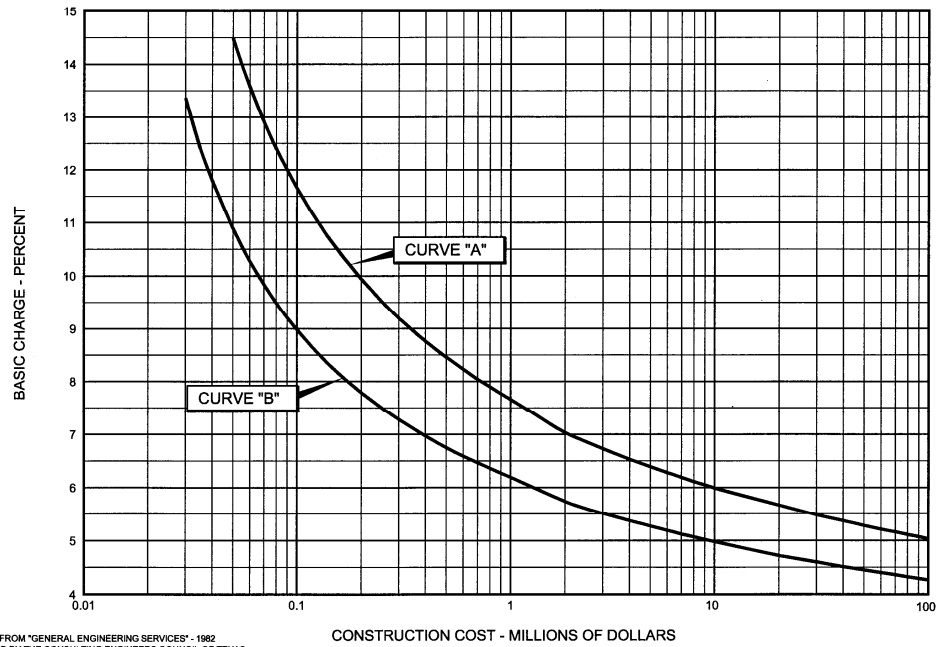


J. Terry Millican, President

(Seal)

(Seal)

Exhibit "A"



DERIVED FROM "GENERAL ENGINEERING SERVICES" - 1982
PUBLISHED BY THE CONSULTING ENGINEERS COUNCIL OF TEXAS
AND THE TEXAS SOCIETY OF PROFESSIONAL ENGINEERS

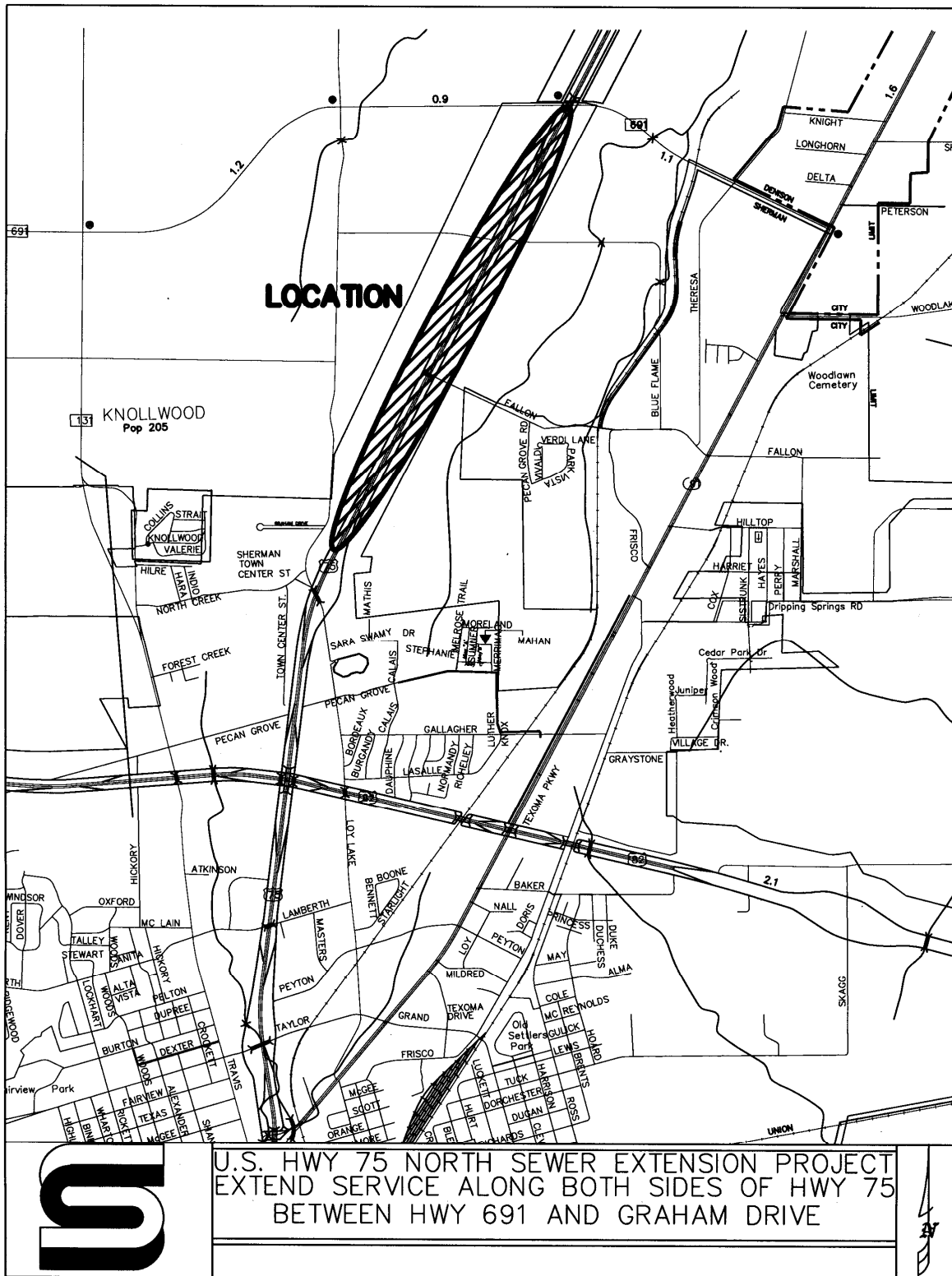
CONSTRUCTION COST - MILLIONS OF DOLLARS

EXHIBIT "A"

GREATER TEXOMA UTILITY AUTHORITY
SHERMAN 75 NORTH SEWER PROJECT
CURVE OF COMPENSATION



FREEMAN - MILlican, Inc.
CONSULTING ENGINEERS
DALLAS, TEXAS





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5157**

**Authorizing Execution of an Occupancy License Agreement
with the Texas Northeastern Railroad, a Division of Mid-Michigan Railroad, Inc.,
for Replacement of the Ross Avenue Sewer**

Issue

An Occupancy License Agreement with the Texas Northeastern Railroad, a Division of Mid-Michigan Railroad, Inc., which will allow the City to move forward with the replacement of a sewer on Ross Avenue

Background

After many months of discussion with the Railroad, an Occupancy License Agreement has been modified that will allow the City to cross the Railroad's right of way to install a replacement sewer along Ross Avenue. Although the Occupancy License Agreement may not be in the City's complete best interest, it is the only agreement that can be worked out with the Railroad at this time.

Origination

Director of Utilities and Engineering

Financial Consideration

An annual fee of \$1,042.00 is required. Funds are available in the current budget for this fee.

Staff Recommendation

It is recommended that the Occupancy License Agreement be approved.

Alternatives

As may be directed by the Council

Attachments

Resolution No. 5157

Occupancy License Agreement

E-Mail Correspondence re: Insurance Coverage

Location Map

Prepared by:

Mark Gibson, Director of Utilities and Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN OCCUPANCY LICENSE AGREEMENT WITH THE TEXAS NORTHEASTERN RAILROAD, A DIVISION OF MID-MICHIGAN RAILROAD, INC., FOR REPLACEMENT OF THE ROSS AVENUE SEWER; 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 an Occupancy License Agreement with the Texas Northeastern Railroad, a Division of Mid-Michigan Railroad, Inc., for replacement of the Ross Avenue Sewer, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

OCCUPANCY LICENSE AGREEMENT

This Agreement (hereinafter "Agreement") made this November 08, 2007, by and between TEXAS NORTHEASTERN RAILROAD, A DIVISION OF MID-MICHIGAN RAILROAD INC., its successors, assigns or affiliated companies (hereinafter "LICENSOR"), whose address is C/O DGNO RAILROAD, 403 INTERNATIONAL PKWY - SUITE 500, RICHARDSON, TX 75081, and CITY OF SHERMAN (hereinafter "LICENSEE"), whose address is 220 W. Mulberry, Sherman, TX 75091

For valuable consideration as outlined herein, the receipt of which is hereby acknowledged, LICENSOR hereby conveys to LICENSEE a license (hereinafter "Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

- A. ☐ above ground ☒ below ground
B. ☐ water pipeline ☒ sewer pipeline ☐ gas pipeline ☐ oil pipeline

Including necessary appurtenances and other related fixtures, equipment, marker posts or electric power which are in, under, upon, over or across LICENSORS property located at or near Mile Post 153.72 at or near Sherman, County of Grayson, State of Texas.

Said Occupancy to be located and described as follows:

UNDERGROUND 11.10" DOMESTIC WASTEWATER PIPELINE including necessary appurtenances and other related fixtures, equipment, marker posts or electric power ("LICENSEE'S Facilities"), placed as shown on LICENSEE'S "Exhibit A" attach hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSORS property.

THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the following conditions, the default upon same could cause LICENSOR, its successors or assigns, to terminate this Agreement and to order the removal of LICENSEE'S Facilities and Occupancy. The conditions are as follows:

1. Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of a ANNUAL fee of \$1,042.00. LICENSEE shall also submit a one-time agreement-processing fee of \$900.00, engineering observation fee of \$1,500.00 and a contractor right of entry fee of \$1,500.00, which is covered by a separate agreement known as CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT, TNER 070820A. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrants. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.
2. In the event that the use as set forth above is (1) materially changed, (2) terminated or (3) LICENSEE'S Facilities are removed, this Agreement shall automatically terminate.
3. This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.
4. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.
5.
 - a. TO THE EXTENT PERMITTED BY LAW, LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, AND RAILAMERICA, INC., THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL ACTIONS AT LAW, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS, FINES, PENALTIES, BY LICENSEE OR ANY OTHER PARTY TO RECOVER ACTUAL OR PUNITIVE DAMAGES FOR DEATH, BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM LICENSEE'S ACTIVITIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE SUBSEQUENT USE

AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON.

- b. TO THE EXTENT PERMITTED BY LAW, THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.
6. LICENSEE shall name LICENSOR, and RAILAMERICA, INC., their respective officers, directors and employees, as additional insured for all risks, (including, if applicable, fire and explosion due to LICENSEE'S crossing(s), in an amount not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Four million and no/100 dollars (\$4,000,000.00) aggregate liability and, prior to any construction project, a policy of Railroad Protective Liability Insurance in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Four million and no/100 dollars (\$4,000,000.00) aggregate. Each policy shall be endorsed to provide a minimum of 10 days advance notice of cancellation to said additional insured. LICENSEE shall furnish a certified policy of insurance prior to the construction period. Said coverage shall remain in force for the duration of this Agreement. Provided, however, LICENSOR may require increases in liability coverage to equal or exceed LICENSOR'S own level of liability coverage, having regard for the circumstances. LICENSOR shall further have the right to approve the Carrier furnishing such coverage. Evidence satisfactory to LICENSOR'S General Counsel of LICENSEE'S authorized self-insurance program capable of providing for such limits, will be accepted in lieu of a policy from a commercial carrier. This clause shall not serve in any way to limit LICENSEE'S liability to the amounts of insurance required.
7. If required by LICENSOR, LICENSEE at its sole cost and expense, shall, upon completion of the construction and installation of said LICENSEE'S Facilities, furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy as constructed. The survey drawing shall indicate LICENSOR'S survey valuation station, which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the centerline of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Licensee's Exhibit "B"** and made a part hereof.
8. LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.
9. LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
10. In the event LICENSEE shall at any time desire to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first secure in writing, the consent and approval of LICENSOR. All renewals, changes or additional construction after LICENSEE'S Facilities have initially been constructed, shall be authorized only after an additional CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT is approved and executed by LICENSOR. LICENSEE agrees that such changes shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement.
11. No other use shall be made by anyone under, across, upon and/or over the Occupancy herein described, without obtaining the prior written permission of LICENSEE, its successors or assigns; except, LICENSOR shall have access as it deems appropriate from time to time, to operate on LICENSOR property.
12. This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and

indicating in said notice the extent of said facilities and facilities to which such termination shall apply. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to LICENSOR'S property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

13. Upon termination of this Agreement and Occupancy for any reason, all structures and alterations shall be removed from LICENSOR'S property and said property shall be returned to a physically and environmentally whole condition to the satisfaction of LICENSOR'S designated Officer or Representative, all at the sole cost and expense of LICENSEE. LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE. This clause shall survive termination of this Agreement.
14. LICENSEE agrees that any installation, maintenance, renewing or removal provisions referenced in this Agreement, covers only the requirements and/or specifications of installation, maintenance, renewing or removal. Any said reference shall not be construed as LICENSOR'S permission or authority for LICENSEE to enter LICENSOR'S property without first obtaining a CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT from LICENSOR, and fulfilling the requirements contained therein.
15. Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____, 20____.

WITNESS

LICENSOR

**TEXAS NORTHEASTERN RAILROAD, A DIVISION OF
MID-MICHIGAN RAILROAD INC.**

by: _____

its: _____

Signed: _____

WITNESS

LICENSEE

CITY OF SHERMAN

by: _____

its: _____

Signed: _____

McGookey, Doreen

From: Donna [donna@imgonline.net]
Sent: Wednesday, January 30, 2008 3:15 PM
To: McGookey, Doreen
Cc: Gibson, Mark; Olson, George; Donna
Subject: Re: TNER 070820 Sherman License Agreement - Status of requests

I have revised the City of Sherman agreement for the \$4 million aggregate. The contractor will be required provide railroad protective liability. However, if they don't then it becomes the City's responsibility to provide it.

Have a Great Day!
Donna Killingsworth, MBA
Ph 904-264-1560 ext 1
Fx 904-264-1561
donna@imgonline.net

You can obtain new applications and check the status of previously submitted applications by visiting our website www.imgonline.net

McGookey, Doreen wrote:

> I just checked with the underwriter and we do not have an umbrella
> policy. Any word on my other question about the Railroad Protective
> Liability Policy? Our contractor will have that coverage.

>
> Thanks,

> Doreen

>
> Doreen E. McGookey
> City Attorney
> City of Sherman, Texas
> (903)892-7305
> doreenm@ci.sherman.tx.us

>
>
> CONFIDENTIALITY NOTICE: This communication is intended only for the
> use of the individual or entity to which it is addressed and may
> contain information that is privileged, confidential, and exempt from
> disclosure under applicable law. If you are not the intended recipient
> of this information, you are notified that any use, dissemination,
> distribution, or copying of the communication is strictly prohibited,
> and requested to reply hereto or notify sender by other immediate
> means of the misdelivery.

>
> -----Original Message-----

> From: Donna [mailto:donna@imgonline.net]
> Sent: Wednesday, January 30, 2008 2:38 PM
> To: McGookey, Doreen
> Cc: Gibson, Mark; Olson, George; Donna
> Subject: Re: TNER 070820 Sherman License Agreement - Status of
> requests

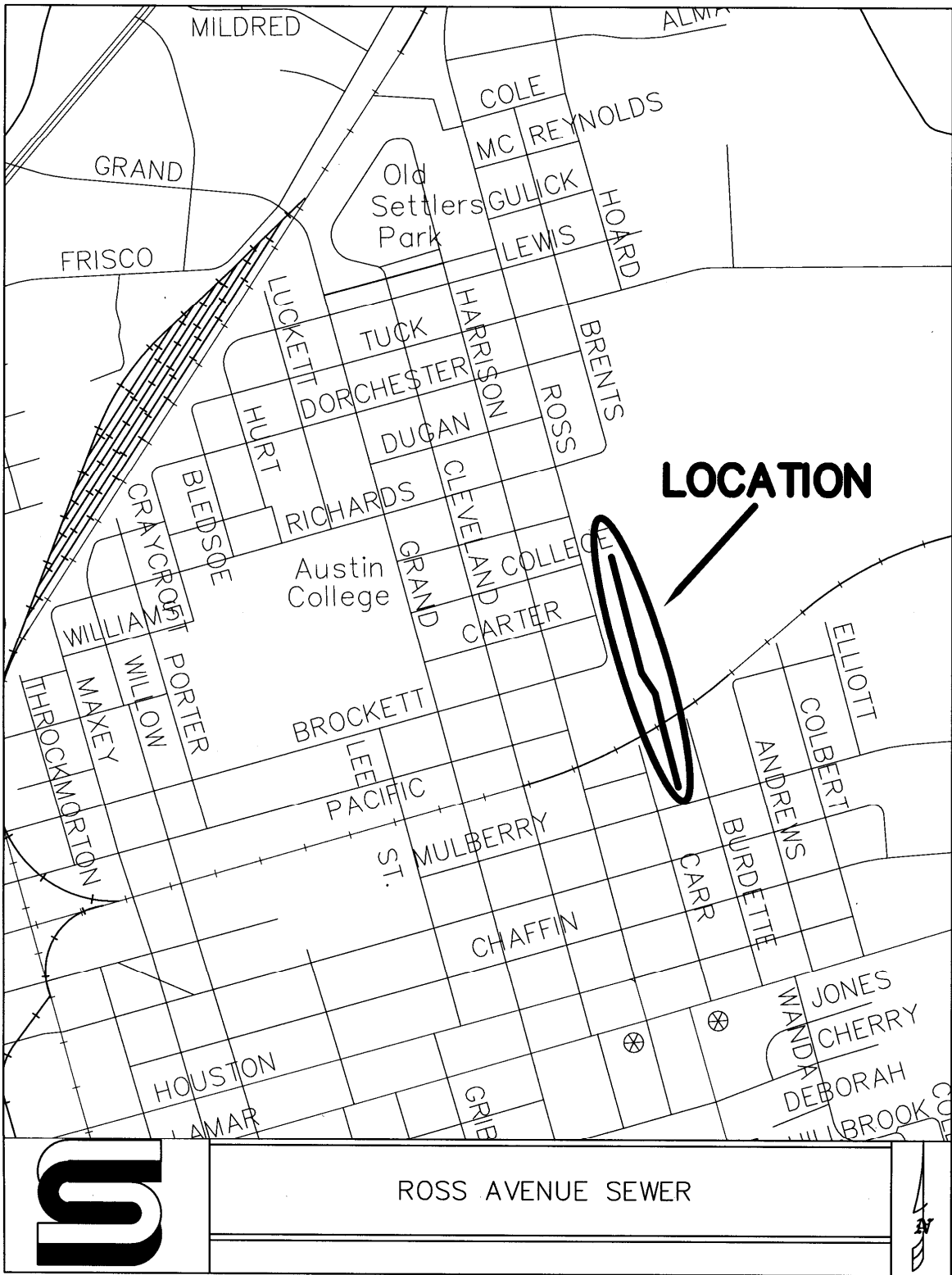
>
> Do you have an excess liability under an umbrella which would help
> make up the \$2 million difference?

>
> Have a Great Day!
> Donna Killingsworth, MBA
> Ph 904-264-1560 ext 1

> Fx 904-264-1561
> donna@imgonline.net
>
> You can obtain new applications and check the status of previously
> submitted applications by visiting our website www.imgonline.net
>
>
> McGookey, Doreen wrote:
>
>> Thanks Donna. I appreciate it.
>>
>> Doreen E. McGookey
>> City Attorney
>> City of Sherman, Texas
>> (903)892-7305
>> doreenm@ci.sherman.tx.us
>>
>>
>> CONFIDENTIALITY NOTICE: This communication is intended only for the
>>
> use
>
>> of the individual or entity to which it is addressed and may contain
>> information that is privileged, confidential, and exempt from
>>
> disclosure
>
>> under applicable law. If you are not the intended recipient of this
>> information, you are notified that any use, dissemination,
>> distribution, or copying of the communication is strictly prohibited,
>> and requested to reply hereto or notify sender by other immediate
>>
> means
>
>> of the misdelivery.
>>
>>
>> -----Original Message-----
>> From: Donna [mailto:donna@imgonline.net]
>> Sent: Wednesday, January 30, 2008 2:04 PM
>> To: McGookey, Doreen
>> Cc: Gibson, Mark; Olson, George; Donna
>> Subject: Re: TNER 070820 Sherman License Agreement - Status of
>>
> requests
>
>> I just followed up with the insurance department....I will let you
>>
> know
>
>> as soon as I hear something.
>>
>> Have a Great Day!
>> Donna Killingsworth, MBA
>> Ph 904-264-1560 ext 1
>> Fx 904-264-1561
>> donna@imgonline.net
>>
>> You can obtain new applications and check the status of previously
>> submitted applications by visiting our website www.imgonline.net
>>
>>
>>
>> McGookey, Doreen wrote:
>>

>>
>>> Donna-
>>>
>>> Have you heard anything about reducing the City's aggregate
>>> insurance
>>>
>
>
>>> from 6 million to 4 million? Also, can you clarify whether the City
>>> still has to provide Railroad Protective Liability coverage if the
>>> City's contractor already has that coverage.
>>>
>>> I need an answer soon. This Agreement needs approval from the
>>> Council
>>>
>
>
>>> and it is set on our agenda. The deadline for the items on the
>>> agenda
>>>
>
>
>>> is today. Our contractor is charging us for the delays, so it will
>>> cost the City money if the approval of the Agreement is delayed
>>> until
>>>
>
>
>>> the next Council meeting.
>>>
>>> Thank you for your consideration. Please call if you have any
>>>
>>>
>>> questions.
>>
>>
>>> Doreen
>>>
>>> Doreen E. McGookey
>>>
>>> City Attorney
>>>
>>> City of Sherman, Texas
>>>
>>> (903)892-7305
>>>
>>> doreenm@ci.sherman.tx.us <mailto:doreenm@ci.sherman.tx.us>
>>>
>>> CONFIDENTIALITY NOTICE: This communication is intended only for the
>>> use of the individual or entity to which it is addressed and may
>>> contain information that is privileged, confidential, and exempt
>>> from
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>>> disclosure under applicable law. If you are not the intended
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> recipient
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>>> of this information, you are notified that any use, dissemination,
>>> distribution, or copying of the communication is strictly
>>> prohibited,
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>>> and requested to reply hereto or notify sender by other immediate
>>> means of the misdelivery.
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SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5158**

Authorizing the Execution of a Third Amendment to the Original Contract with SunGard HTE, Inc. Relating to Pictometry Visual Intelligence and Certain Professional Services

Issue

To consider amending the SunGard OSSI Software License and Service Agreement relating to Pictometry Visual Intelligence and certain professional services

Background

The Police Department purchased an interface between Pictometry Visual Intelligence, our Computer-Aided Dispatch System, and our Mobile Computer Terminals. Because of the direction that the management staff is taking regarding GIS, this would result in similar products; subsequently, Pictometry was not installed. SunGard OSSI agreed to credit our account \$16,000.00 and allow us to apply the credit toward existing purchases, such as their Electronic Citation module and/or annual maintenance. Additionally, certain professional services related to the implementation of the Mobile Computer Terminals were not needed, so the City was not charged for these services. SunGard desires to delete these services and absolve the City from this obligation.

Origination

Police Department

Financial Consideration

There are no additional costs.

Staff Recommendation

Authorize the contract amendments

Alternatives

Install the Pictometry interface and decline SunGard's offer of credit.

Attachments

Resolution No. 5158

Third Contract Amendment prepared by the City Attorney

Exhibits 1 and 2: Add-On Quote Amendments prepared by SunGard OSSI

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE ORIGINAL CONTRACT WITH SUNGARD HTE, INC. RELATING TO PICTOMETRY VISUAL INTELLIGENCE AND CERTAIN PROFESSIONAL SERVICES; 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 the attached Third Amendment to the original contract with SunGard HTE, Inc., 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

**THIRD AMENDMENT TO THE SUNGARD OSSI SOFTWARE LICENSE AND SERVICES
AGREEMENT**

THIS IS THE THIRD AMENDMENT to the SunGard OSSI Software License and Service Agreement (hereinafter "Original Agreement") between SunGard OSSI, now SunGard Public Sector Inc., (hereinafter "SunGard") and the City of Sherman (the "City") which was signed by the City on November 22, 2004. This Amendment, which is signed by all the parties, has the same effect as if in the Original Agreement signed by the parties. The Original Agreement remains in effect, except as amended by any and all previous amendments and this Third Amendment:

1. That this Amendment is subject to any and all previous amendments to the Original Agreement. The previous amendments remain in full force and effect.
2. The parties agree to incorporate the attached Exhibit "1" and Exhibit "2" into this Amendment for all purposes and as if fully set forth in the Agreement.

IN WITNESS WHEREOF, SunGard and the City have signed this Amendment in duplicate. One counterpart each has been delivered to the SunGard and the City.

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

CITY OF SHERMAN, TEXAS

SUNGARD PUBLIC SECTOR, INC.

By: _____

City Manager

By: _____

Grant Harbin

Vice President of Professional Service

Print Title and Name

Attest: _____

Attest: _____

(notary)

Approved as to form:

Doreen E. McGookey
City Attorney



Penny Lou Turner
My Commission DD344617
Expires August 06, 2008

Exhibit 1
Contract Number: 070747-1

Amendment
to that certain
Add-On Quote #TQDBQ2420 Contract #070747 (the "Add-On Quote")
dated June 12, 2007

This Amendment (the "Amendment") to the Add-On Quote is made and dated as of the date executed below among **SunGard Public Sector Inc.**, as successors in interest to Open Software Solutions, Inc., ("SunGard"), a Florida Corporation, with its principal place of business at 1000 Business Center Drive, Lake Mary, Florida 32746 and **City of Sherman, TX** ("Customer"), with its principal place of business at 317 S. Travis, Sherman, TX 75090. In the event of any conflict between this Amendment and the Add-On Quote, this Amendment shall control.

Terminated Licensed Programs

The parties hereto amend the Add-On Quote by terminating the following SunGard Licensed Programs (the "Terminated Programs").

Qty	Part #	SunGard Licensed Program
		<i>OSSI Computer Aided Dispatch</i>
1	CAD-INT-PVI	CAD Interface to Pictometry Visual Intelligence
		<i>OSSI Mobile Computing</i>
1	MCT-INT-PVI	MCT Interface to Pictometry Visual Intelligence

The parties hereby terminate Customer's license to use the Terminated Programs. Customer agrees to destroy or return the Terminated Programs to SunGard. In the event Customer elects to re-license the Terminated Program(s) in the future, they shall be licensed at the fees in effect at that time. Customer has paid the amount of Fifteen Thousand Dollars (\$15,000.00) towards the purchase of the Terminated Programs. SunGard agrees to credit Customer's account in this amount to be used towards existing purchases of Licensed Programs and Services. SunGard absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the Terminated Programs.

Deleted Implementation Services

The parties hereto amend the Add-On Quote by deleting the following SunGard Implementation Services (the "Deleted Services").

Qty.	Part #	SunGard Implementation Services
		<i>CAD Implementation Services</i>
1	CAD-PROF-ADD	Additional Professional Services
1	CAD-PROJ-MGNT	CAD Project Management

Customer has paid the amount of One Thousand Dollars (\$1,000.00) towards the purchase of the Deleted Services. SunGard agrees to credit Customer's account in this amount to be applied towards existing purchases of Licensed Programs and Services. SunGard absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the Deleted Services.

Each party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Deleted Services.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Amendment shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of SunGard, and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorney.

Exhibit 2
Contract Number: 20061403-1

Amendment
to that certain
Add-On Quote #TQDBQ2067 Contract #20061403 (the "Add-On Quote")
dated October 30, 2006

This Amendment (the "Amendment") to the Add-On Quote is made and dated as of the date executed below among **SunGard Public Sector Inc.**, as successors in interest to Open Software Solutions, Inc., ("SunGard"), a Florida Corporation, with its principal place of business at 1000 Business Center Drive, Lake Mary, Florida 32746 and **City of Sherman, TX** ("Customer"), with its principal place of business at 317 S. Travis, Sherman, TX 75090. In the event of any conflict between this Amendment and the Add-On Quote, this Amendment shall control.

Deleted Implementation Services

The parties hereto amend the Add-On Quote by deleting the following SunGard Implementation Services (the "Deleted Services").

Qty.	Part #	SunGard Implementation Services
		<i>MCT Implementation Services</i>
1	MCT-PROF-SERV	Professional Services
1	MCT-PROF-ADD	Additional Professional Services

Customer has not paid any amount towards the purchase of the Deleted Services. SunGard absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the Deleted Services.

Each party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Deleted Services.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Amendment shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of SunGard, and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorney.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5159**

**Authorizing the 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 611 East Richards Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 611 East Richards Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$272.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5159
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE 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 611 EAST RICHARDS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 611 East Richards Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being the East Thirty Six Feet of Lots 21-24, Block 7 of the W.P. Carter's Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 611 East Richards Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 611 E. RICHARDS

Summary Legal Description: Lot: 21-24 Block: 7 Addition: W.P. CARTER AL

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

Improvements:

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

Estimated Value of Improvements: \$68,000

Estimated Date of Start of Construction: 1-15-08

Estimated Date of Completion of Project: 3-15-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 1-15-08



70 2007 00030273

Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

Instrument Number: 2007-00030273

Recorded On: December 14, 2007

As
Recordings

Parties: HILL JEFF

Billable Pages: 1

To BARTON CAPITAL LTD

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	16.00
Total Recording:	16.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2007-00030273

Receipt Number: 256449

Recorded Date/Time: December 14, 2007 10:00:33A

Book-Vol/Pg: BK-OR VL-4373 PG-494

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

SHERMAN TITLE

115 W. HOUSTON

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER. GF# 0764246

WARRANTY DEED

DATE: December 12, 2007

GRANTOR: JEFF HILL a single person
505 Elliott Road, Sherman, Grayson County, Texas 75090

GRANTEE: BARTON CAPITAL, LTD, a Texas limited partnership
715 S. Hwy. 75, Sherman, Grayson County, Texas 75090

CONSIDERATION: For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: (including improvements):

BEING the East 36 feet of LOTS 21, 22, 23 and 24 in BLOCK 7 of W. P. CARTER'S ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 25, page 196, Deed Records of Grayson County, Texas, together with the west 14 feet of an alley abandoned by the City of Sherman, containing in all a tract of 50 x 100 feet of land, more or less, and described in deed dated January 7, 1987, from Jeffrey K. Grynwald, Substitute Trustee, to George C. Rickrich, recorded in Volume 1890, page 101, Real Property Records, Grayson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTIES:

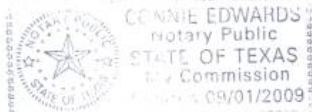
All presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases, and royalty and mineral conveyances now outstanding and of record, if any, in Grayson County, Texas, affecting the herein described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to grantee the property together with all and singular the rights and appurtenances thereto in any wise, belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

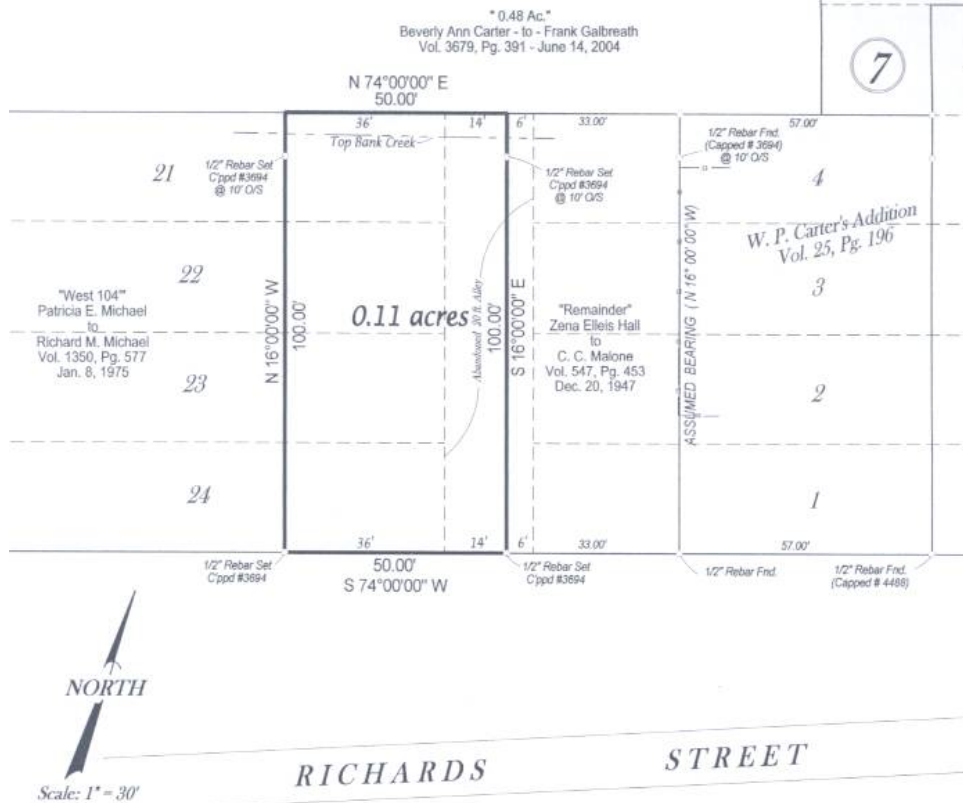

JEFF HILL

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on this the 13 day of December, 2007, by Jeff Hill.




Notary Public, State of Texas



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: CUPID HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 28 th day of December, 2007 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements located on said property are known as 611 E. RICHARDS STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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


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



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being the East Thirty six feet (36.00 ft.) of Lots TWENTY ONE (21), TWENTY TWO (22), TWENTY THREE (23), and TWENTY FOUR (24) in Block SEVEN (7) of W. P. CARTER'S ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 25, Page 196, Deed Records, Grayson County, Texas, together with the West Fourteen feet (14.00 ft.) of an abandoned 20 foot wide North/South alley lying East of, and adjacent to the East line of said Lots Twenty one through Twenty four, and West of, and adjacent to the West line of Lots One (1) through Four (4) in said Block Seven of W. C. Carter's Addition, being the same 50 x 100 foot tract of land conveyed by J. Keith Gaary, Sheriff to Jeff Hill by Sheriffs Deed dated August 17, 2006, recorded in Volume 4112, Page 308, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set 1/2 inch capped rebar stamped #3694 for the Southeast corner of said 50 x 100 foot tract, on the South line of said alley, the North line of Richards Street, said rebar being South 74 deg. West, a distance of 146.00 feet from a found 1/2 inch capped rebar stamped #4709 maintaining the Southeast corner of said Lot One in Block Seven, at the intersection of the North line of said Richards Street with the West line of Throckmorton Street;

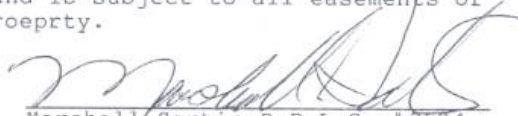
THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said alley, the North line of said Richards Street, at a distance of 14.00 feet passing the Southeast corner of said Lot Twenty four at the intersection of the West line of said alley with the North line of said Richards Street, and continuing with the South line of said lot Twenty four for a total distance of 50.00 feet to a set 1/2 inch capped rebar stamped "SARTIN-3694" for the Southeast corner of a tract of land described as the West 104 feet of Lots Twenty through Twenty four in said Block Seven of W. P. Carter's Addition in deed from Patricia E. Michael to Richard M. Michael, dated January 8, 1975, recorded in Volume 1350, page 577, Deed Records, Grayson County, Texas;

THENCE North 16 deg. 00 min. 00 sec. West, through said Lots Twenty four thru Twenty one, at a distance of 90.00 feet passing a set 1/2 inch capped rebar stamped "SARTIN-3694", and continuing for a total distance of 100.00 feet to the Northeast corner of said Michael tract, on the North line of said Lot Twenty one, the South line of a 102 x 205 foot tract of land conveyed by Beverly Ann Carter to Frank Galbreath by deed dated June 14, 2004, recorded in Volume 3679, Page 391, Official Public Records, Grayson County, Texas;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Lot Twenty one, the South line of said Galbreath 102 x 205 foot tract, at a distance of 36.00 feet passing the Northeast corner of said Lot Twenty one, the Northwest corner of said alley, and continuing along the North line of said alley for a total distance of 50.00 feet to the Northeast corner of the herein described tract;

THENCE South 16 deg. 00 min. 00 sec. East, at a distance of 10.00 feet passing a set 1/2 inch capped rebar stamped "SARTIN-3694", and continuing for a total distance of 100.00 feet to the PLACE OF BEGINNING, and containing 50.00 x 100.00 FEET OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 28 th day of December, 2007 that the improvements on said property are known as **611 E. RICHARDS STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record that may affect said proeprty.


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



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80092

SUBCONTRACTOR: RON BARTON

DATE ISSUED: 1/16/2008

PROJECT ADDRESS: 611 E RICHARDS
PARCEL ID:
SUBDIVISION: W.P. LARTERS ADDN

LOT #: E 36 21/22/23/24
BLK #: 7
ZONE ORD:

ISSUED TO: CUPID INVESTMENTS
ADDRESS: 715 S SAM RAYBURN
CITY, ST ZIP: SHERMAN TX 75090
PHONE: 903-868-4201

CONTRACTOR: RON BARTON
ADDRESS: 2111 TURTLE CREEK CR
CITY, ST ZIP: SHERMAN TX 75092
PHONE: 903-868-4100

PROP. USE: DWELLING
WORK: NEW RESIDENTIAL CONSTRUCTION

SQ FT: 1,253.00
BEDROOMS: 3

VALUATION: \$ 68,000.00
OCCP TYPE: SINGLE FAM RESEDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE



City of Sherman, Texas

611 EAST RICHARDS

PROJECT LOCATION MAP



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5160**

**Authorizing the 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 612 East Richards Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 612 East Richards Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$256.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5160
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE 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 612 EAST RICHARDS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 612 East Richards Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being Lots 5-12, Block 6 of the W.P. Carter's Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 612 East Richards Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 612 E. RICHARDS

Summary Legal Description: Lot: 5-12 Block: 6 Addition: W.P. CARTERS AC

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

Improvements:

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

Estimated Value of Improvements: \$64,000.00

Estimated Date of Start of Construction: 1-14-08

Estimated Date of Completion of Project: 3-14-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 1-9-07



Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

Instrument Number: 2007-00021288

As
Recordings

Recorded On: August 28, 2007

Parties: CATHEY BOB D ETAL

To: BARTON CAPITAL LTD

Billable Pages: 7

Number of Pages: 8

Comment: WD

(Parties listed above are for Clerk's reference only)

** Examined and Charged as Follows: **

Recordings	40.00
Total Recording:	40.00

DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT

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

File Information:

Document Number: 2007-00021288

Receipt Number: 249718

Recorded Date/Time: August 28, 2007 01:03:21P

Book-Vol/Pg: BK-OR VL-4312 PG-007

User / Station: J CARYOL - Cashiering Station 2

Record and Return To:

SHERMAN TITLE

118 W. HOUSTON

SHERMAN TX 75090



THIS STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number appears on the foregoing
instrument herein, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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00021289 OR 4312 908

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.
GPR 8764181

WARRANTY DEED

DATE: August 24, 2007

GRANTORS: BOB D. CATHEY and RODGER D. BATEMAN
330 N. Creckett, Sherman, Grayson County, Texas 75090

GRANTEE: BARTON CAPITAL, LTD., a Texas limited partnership
715 S. Hwy. 75, Sherman, Grayson County, Texas 75090

CONSIDERATION: For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (including improvements):

Being part of LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11) AND TWELVE (12) in BLOCK SIX (6) of the W. P. CARTERS ADDITION to the City of Sherman, Texas, as shown by plat in Volume 35, page 196, Deed Records, Grayson County, Texas, and described as follows:

BEGINNING at a stake on the South line of Richards Street, 178 feet North 74 deg. East from the Northwest corner of said Block Six (6), being the intersection of the South line of Richards Street, and the East line of Broughton Street;

THENCE South 16 deg. East 200 feet to the South line of Lot 5 in said Block 6;

THENCE North 74 deg. East along the South line of Lot 5, 99 feet to a stake for corner;

THENCE North 16 deg. West 200 feet to the South line of Richards Street at the Northwest corner of Mrs. Luis Oglesby lot;

THENCE South 74 deg. West 59 feet, to the place of beginning, containing a tract of 200 feet x 59 feet, more or less, and being the same property described in deed from Vivian Douglas, dated February 24, 1959, recorded in Volume 885, page 451, Deed Records, Grayson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTIES:

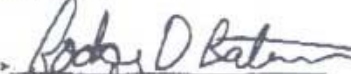
All presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases, and royalty and mineral conveyances now outstanding and of record, if any, in Grayson County, Texas, affecting the herein described property.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell and convey to Grantee the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantors hereby bind Grantee and Grantee's successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whatsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Ad valorem taxes for the current year having been prepaid, the payment of same is the responsibility of Grantee.

When the context requires, singular nouns and pronouns include the plural.

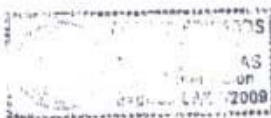

BOB D. CATHEY


RODGER D. BATEMAN

State of Texas
County of Grayson

This instrument was acknowledged before me on the 24 day of August, 2007, by Bob D. Cathey and Rodger D. Bateman.


Notary Public, State of Texas



00021289 OR 4312 709

MECHANIC'S LIEN CONTRACT

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

This Mechanic's and material man's lien contract ("Contract") is dated 08/18/07, and entered into by and between Randall Lee Miller and wife, Rebekah D Miller ("Borrower") and FCAL Construction LLC ("Contractor").

WITNESSTHED:

That, for and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Contractor agrees to build and complete on the land (the "Land") described in Exhibit A hereto certain additions and improvements (the "Improvements") in addition to those already on the Land, in accordance with the plans and specifications (the "Plans and Specifications") which have been prepared by

("Architects").

Contractor agrees to furnish all labor and materials, at Contractor's expense, to complete the Improvements in a good and workmanlike manner and in accordance with the Plans and Specifications, which are here by incorporated into this Contract and have been signed or initialed by Contractor and Borrower concurrently with this Contract. Contractor's construction work is herein called the "Work".

2. Contractor agrees to begin the Work immediately, to work diligently and without unreasonable cessation and to complete the work on or before 08/16/08. (Borrower and Contractor may agree by a separate construction contract or other agreement to an earlier deadline, and if they do agree, or have already agreed, then that earlier agreed deadline will apply. However, they may not agree to a later deadline without the written approval of the Lender, defined below.)
3. In consideration of Contractor's agreement to do the Work, Borrower agrees to cause Contractor to be paid for the Work in the manner hereinafter stated the sum of \$160,000.00 (the "Contract Price"). All of the Contract Price is to be funded to Contractor by IndyMac Bank, F.S.B. ("Lender") in accordance with a written agreement (the "Construction Loan Agreement") of even date herewith by and among Borrower, Lender and Contractor. Under the Construction Loan Agreement and subject to all of its terms and conditions, the Contract Price is to be funded by Lender in incremental advances on behalf of Borrower. Each such advance will be loan proceeds of Lender's Loan to Borrower and will be evidenced by a promissory note (the "Note") of even date herewith, executed by Borrower, payable to the order of Lender, in the principal sum of \$203,000.00 bearing interest as provided in the Note from its date until maturity, payable in installments in the amounts and due on the dates provided in the Note, containing provisions for payment of attorneys' fees after default, with final payment due 08/01/2037, and reciting that it is secured by the liens granted in this Contract and, cumulative of and in addition to these liens, by a Deed of Trust (the "Security Instrument") also of even date herewith from Borrower to

	Bk	Vol	Page
00021289	OR	4312	910

CHARLES A. BROWN

Trustee, for the benefit of lender.

Immediately after substantial completion of the Improvements, Contractor shall deliver to Borrower and Lender Contractor's sworn affidavit truthfully stating that all payrolls, material bills, subcontractors' and suppliers' invoices, bills for specially fabricated materials and equipment rental charges and all other debts incurred by or for Contractor in connection with the construction of the Improvements have been paid and that there are no existing or pending claims or encumbrances whatsoever against the Land or the Improvements for unpaid bills arising out of or because of the Work, except only for the Note and the Lender's lien on the Land securing the Note.

To secure Borrower's obligation to pay the Contract Price to Contractor when due (in this Contract, that payment obligation, as it may be modified or increased by agreed changes or additions to the Improvements or otherwise, is called the "Borrower's Debt"), Borrower hereby gives and grants to Contractor an express mechanic's, material man's, contractor's and laborer's lien on the Land and on all present and future improvements to it; TO HAVE AND TO HOLD said lien, together with all related rights, benefits and privileges, unto Contractor and Contractor's assigns, forever. Borrower agrees that Borrower's Debt and all of Contractor's rights to have and receive payment of it, together with all of Contractor's liens securing it, may be transferred and assigned to Lender, and that Lender shall have all of the rights and equities of Contractor against Borrower and its property, both on account of such transfer and assignment and by way of subrogation (provided, that Contractor's obligations to Borrower under this Contract and otherwise shall continue to be Contractor's, Lender does not assume any of such obligations and Borrower agrees and will not claim that Lender is in any way responsible for their performance or nonperformance). In consideration of Lender's agreements, as set forth in the Construction Loan Agreement, to lend money to Borrower to finance the payment of the Contract Price, always provided that all conditions to each advance of loan proceeds are satisfied, and for other good and valuable consideration paid by Lender to Contractor, the receipt and sufficiency of all of which is hereby acknowledged by Contractor, Contractor has SOLD, TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents does SELL, TRANSFER, ASSIGN, GRANT and CONVEY unto Lender and to all other present and future holders of the Note, all of the Borrower's Debt and all of Contractor's rights to have and receive payment of it (Borrower, Contractor and Lender agreeing that all of Borrower's Debt is and shall be evidenced by the Note and all renewals, extensions and rearrangements of the Note), together with the said mechanic's, material man's, contractor's, and laborer's lien herein given and granted as security for the payment of the Note, and all other liens, claims and security interests now or hereafter claimed, held or acquired by Contractor, its successors, trustees, receivers or assigns, to secure all or any part of Borrower's Debt.

If for any reason the Improvements are not completed or if Contractor fails to provide all of the labor and materials to be used in their construction, the Lender and all other holders of the Borrower's Debt and the Note evidencing it shall have a valid and subsisting lien for the full Contract Price less only such sum of money as will be reasonably required to complete Improvements in accordance with this Contract.

Borrower agrees with Lender (and with any and all other present and future holders of Borrower's Debt and the Note) that if Contractor does not complete the Improvements in accordance with the Plans and specifications, or fails to complete them in the manner and time provided in this Contract, then Borrower will cause the Improvements to be promptly completed in a good and workmanlike manner in accordance with the Plans and Specifications, and Borrower will pay all costs of completing them and pay all unpaid sums, both principal and interest, due and owing on the Note according to its face, tenor,

	Bk	Vol	Page
00021289	DR	4312	911

effect reading, and Borrowers' will also pay and perform when due all of Borrower's other obligations under the Security Instrument.

Borrower and Contractor warrant to Lender that no materials have been furnished or delivered to the Land and no labor has been performed under this Contract or any construction contract relating to the Land at the time of execution of this Contract, and they promise that none will be furnished, delivered or performed before this Contract and the Security Instrument are recorded.

Borrower and Contractor have entered into a construction contract substantially concurrently with the execution of this Contract, and they and Lender mutually agree that any conflict between said construction contract (or any other agreement) and this Contract shall be governed and controlled by this Contract, except that if such construction contract or other agreement provides that the Improvements are to be completed before the deadline stated in Section 2 of this Contract, Contractor shall be obligated to complete the Improvements on or before that earlier date.

No alterations shall be made in the work shown or described by the Plans and Specifications, nor shall any extra work or materials be charged or paid for, unless a separate estimate for such extra work is submitted in writing by Contractor to Borrower and a written change order is agreed to in writing by them and specifically approved by Lender in writing before the extra work is started or materials furnished. The additional amount to be paid for all such extra work and materials shall be a part of the Borrower's Debt secured by the lien of this Contract and hereby assigned to Lender. However, Lender shall have no obligation to advance any amount to pay any sums owing to Contractor pursuant to any change order. Lender, at its option and subject to the execution of such additional loan documents, if any, as it shall require, may elect to advance all or part of such additional amount. If Lender elects not to advance part or all of such additional amount, then Borrower shall pay that amount to Contractor in cash upon completion of such extra work. All extra work done or material furnished without such agreement shall be considered as performed under the original Contract and no extra pay shall be demanded or allowed.

UTED effective as of the date first written above.

TANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE
AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO
THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL
SHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW

Bk Vol Ps
00021289 OR 4312 912

Randall Lee Miller Randall Lee Miller

Rebekah D Miller Rebekah D. Miller

FCAL Construction LLC [Signature]

BY: Flord Decker

ITS: [Signature]

This instrument was acknowledged before me on the

By FCAL Construction LLC

on behalf of said corporation.

STATE OF TEXAS

County of Grayson This instrument was acknowledged before me on

12 day 7 day 2007 by Randall Lee Miller, Rebekah D. Miller



ASSIGNMENT OF MECHANIC'S LIEN CONTRACT

Blc Vol Ps
00021289 OR 4312 913

FOR VALUE RECEIVED, the undersigned (herein called "Contractor") hereby grants, assigns and transfer to IndyMac Bank, F.S.B. all beneficial interest of Contractor in and to that certain Mechanic's Lien Contract dated 08/18/07, executed by Randall Lee Miller and wife, Rebekah D Miller and FCAL Construction LLC and filed for record in the Office of the County Clerk of Grayson County, Texas, under Clerk's File No. , covering the following described real property:

See Attached Legal Description

Dated: 8-20-2007

FCAL Construction LLC BY: [Signature]

ITS: [Signature]

This instrument was acknowledged before me on 20th day of August 2007
[Signature]
[Signature] of FCAL Construction LLC

a LLC Corporation on behalf of said
corporation.

Notary Public [Signature]
My Commission Expires: 9-1-2009



5.99 ACRES
SOUTHEAST TRACT OUT OF THE MOORE 30.96 AC.

SITUATED in the County of Grayson, State of Texas, being a part of the James Washburn Survey, Abstract No. 1310, being a part of the 30.96 acre tract of land conveyed by Warranty Deed from Nancy Kelly Perry and others to Doyle R. Moore and Teresa L. Moore, on July 16, 1999 recorded in Volume 2815, Page 421, Official Public Records, Grayson County, Texas, and being more particularly described by notes and bound as follows, to-wit:

BEGINNING at a 1/2 inch rebar found at the base of a corner at a wire fence & treecrow from the North to the East, in the remains of an "old" bois d'arc post fence to the West, at the Southeast corner of both the Moore 30.96 acres and the herein described tract;

THENCE South 88 deg. 29 min. 19 sec. West, with the remains of said "old" bois d'arc post fence maintaining the South line of the Moore 30.96 acres, a distance of 571.80 ft. to a 1/2 inch rebar set at the Southern Southwest corner of the herein described tract;

THENCE North 02 deg. 25 min. 49 sec. West, a distance of 127.89 ft. to a 1/2 inch rebar set at an angle point in the West line of the herein described tract;

THENCE North 46 deg. 34 min. 36 sec. West, a distance of 229.63 ft. to a 1/2 inch rebar set at an Ell corner of the herein described tract;

THENCE South 89 deg. 15 min. 57 sec. West, passing a 1/2 inch rebar set in the East line of Preston Road at 571.00 ft., and continuing for a total distance of 906.00 ft. to a point in the centerline of Preston Road, in the West line of the Moore 30.96 acres, at the Western Southwest corner of the herein described tract;

THENCE North 31 deg. 32 min. 28 sec. West, with the centerline of Preston Road, a distance of 34.93 ft. to a point at the Northwest corner of the herein described tract, said point being South 31 deg. 32 min. 28 sec. East, 664.88 ft. from a 1/2 inch rebar found at a corner in the center line of Preston Road, at the Northwest corner of the Moore 30.96 acres;

THENCE North 89 deg. 15 min. 57 sec. East, passing a 1/2 inch rebar set in the East line of Preston Road at 35 ft., and continuing for a total distance of 750.00 ft. to a 1/2 inch rebar set at an angle point;

THENCE North 68 deg. 42 min. 52 sec. East, a distance of 60.00 ft. to a 1/2 inch rebar set at an angle point;

THENCE North 89 deg. 15 min. 57 sec. East, a distance of 587.77 ft. to a 1/2 inch rebar set in a "North-South" wire fence & treecrow maintaining the East line of the Moore 30.96 acres, at the Northeast corner of the herein described tract;

THENCE Southerly, with the general course of a said fence & treecrow maintaining the East line of the Moore 30.96 acres, the following calls and distances:

South 02 deg. 22 min. 29 sec. East, 74.89 ft. to an angle point;

South 03 deg. 21 min. 36 sec. East, 165.22 ft. to an angle point;

THENCE South 02 deg. 16 min. 11 sec. East, continuing with the general course of said fence & treecrow, a distance of 133.03 ft. to the PLACE OF BEGINNING and containing 5.99 ACRES of land, more or less.

ELM ROM

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80050 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 1/09/2008

PROJECT ADDRESS:	612 E RICHARDS ST	LOT #:	5-12
PARCEL ID:		BLK #:	6
SUBDIVISION:	WP CARTERS	ZONE ORD:	R1
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID INVESTMENTS
ADDRESS:	715 S HIGHWAY 75	ADDRESS:	715 S HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:		PHONE:	
PROP. USE:	RESIDENTIAL	SQ FT:	1,095.00
WORK:	CONSTRUCT SINGLE FAMILY	BEDROOMS:	3
VALUATION:	\$ 64,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE



City of Sherman, Texas

612 BLOCK EAST RICHARDS

PROJECT LOCATION MAP



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. C.10

*** RESOLUTION NO. 5161**

Authorizing the Execution of an Agreement with Roberto Meraz for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 824 South Montgomery Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 824 South Montgomery Street.

Background

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

Origination

Roberto Meraz, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$380.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5161
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROBERTO MERAZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 824 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Roberto Meraz and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Roberto Meraz for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 824 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being Lots 5 and the North 12.5 Feet of Lot 7, Block 5 of the Robert A. King's Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 824 South Montgomery Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Roberto Meraz
4012 Sistrunk
Sherman, Texas 75090
(903) 821-5862

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
ROBERTO MERAZ

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Roberto Moraz

Mailing Address: 4012 Sistrunk Sherman TX 75090

Telephone Number: 903 881-5862

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 824 S. Montgomery

Summary Legal Description: Lot: 5 Block: 5 Addition: R.A. King's Add

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

Improvements:

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

Estimated Value of Improvements: 95,000

Estimated Date of Start of Construction: 1-8-08

Estimated Date of Completion of Project: 4-8-08

Description of Project: Single Family Residence

Applicant(s): Roberto Moraz Date: 1-17-08

JOB NO. A71240764

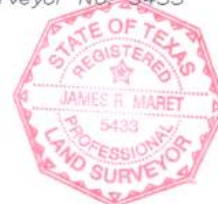


I, James R. Maret, Registered Professional Land Surveyor, do hereby certify that on the 11th day of December, 2007, a survey was made on the ground of the property shown hereon, described as All Of Lots 3 and 5 And The North 12.5 Feet (N. 12.5') Of Lot 7 In Block 5 of Robert A. King's Addition to the City of Sherman, Texas, as shown by plat of record in Volume 25, Page 559, Deed Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433

~ BASIS OF BEARINGS ~
COURSE ALONG MONTGOMERY STREET
(S 16° E ASSUMPTION)

UNDERWOOD
DRAFTING & SURVEYING



3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

PERMIT #: 80037

DATE ISSUED: 1/08/2008

PROJECT ADDRESS: 824 S MONTGOMERY
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: ROBERTO MERAZ
ADDRESS: 4012 SISTRUNK
CITY, ST ZIP: SHERMAN TX 75090
PHONE: 903-821-5862

CONTRACTOR: ROBERTO MERAZ
ADDRESS: 4012 SISTRUNK
CITY, ST ZIP: SHERMAN TX 75090
PHONE:

PROP. USE: RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 1,700.00
BEDROOMS: 3

VALUATION: \$ 95,000.00
OCCP TYPE: RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE



City of Sherman, Texas

824 SOUTH MONTGOMERY

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

Highway 82 West Water Main, Phase I; \$112.00, Decrease

Issue

Change Order No. 1 is a final reconciliatory change order to reconcile final project quantities for the first phase of the Highway 82 West Water Main Project.

Background

The first phase of the Highway 82 West water main construction has been completed. The change order results in a decrease of \$112.00 to the contract amount.

Origination

Department of Utility Services

Financial Consideration

The change order results in a \$112.00 decrease in the contract amount, yielding a final contract price of \$185,757.00.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

CHANGE ORDER

No. 1PROJECT US Highway 82 Waterline for the City of ShermanDATE OF ISSUANCE 12/13/07 EFFECTIVE DATE _____OWNER Greater Texoma Utility Authority

OWNER's Contract No. _____

CONTRACTOR Howard Construction, Inc. ENGINEER Morris Engineers

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

Description: Deduct 411' of 12" pipeReason for Change Order: Reconcile contract price to final quantities of workAttachments: Spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 185,869.00	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u>0</u> to <u>0</u> . \$ -0-	Net change from previous Change Orders No. <u> </u> to <u> </u> Days
Contract Price prior to this Change Order \$ 185,869.00	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ (112.00)	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 185,757.00	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:

Morris Engineers

By: [Signature]
Engineer (Auth. Signature)Date: 1/2/08

APPROVED:

Greater Texoma Utility Authority

By: _____
Owner (Auth. Signature)

Date: _____

APPROVED:

City of Sherman

By: _____
City (Auth. Signature)

Date: _____

ACCEPTED:

Howard Construction, Inc.

By: [Signature]
Contractor (Auth. Signature)Date: 1-23-08

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

GREATER TEXOMA UTILITY AUTHORITY
CONSTRUCTION OF US HIGHWAY 82 WATERLINE
FOR THE CITY OF SHERMAN, TEXAS

12/13/07

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	CHANGE ORDER NO. 1			REV'D QTY.	TOTAL CONTRACT PRICE
						ADD	DEDUCT	TOTAL		
1	F&I 12" DIA. WATER PIPELINE	5378	LF	28.00	150,544.00		-4	(112.00)	5374	150,472.00
2	F&I 12" DIA. GATE VALVES	5	EA	1,700.00	8,500.00				5	8,500.00
3	F&I FIRE HYDRANT ASSY.	2	EA	3,400.00	6,800.00				2	6,800.00
4	F&I CEMENT LINED DUCTILE IRON FITTINGS	0.33	TON	4,500.00	1,485.00				0.33	1,485.00
5	F&I CRK. XING STA. 12+80	1	JOB	11,000.00	11,000.00				1	11,000.00
6	F&I LAMBERTH RD. XING	1	JOB	5,000.00	5,000.00				1	5,000.00
7	PROVIDE TXDOT TRAFFIC CONTROLS	1	JOB	2,500.00	2,500.00				1	2,500.00
ALT.	ADDENDUM NO. 2 BID ALTERNATE	1	LS	no price given	-				1	-
TOTAL					\$ 185,869.00			\$ (112.00)		\$ 185,757.00



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.2

*** CHANGE ORDER NO. 1**

Sludge Technology, Inc.; 2007 Biosolids Project; \$74,542.48, Increase

Issue

Change Order No. 1 is a final reconciliatory change order to adjust the final contract amount for the 2007 Biosolids Project.

Background

The amount of processed biosolids exceeded original estimates, in part due to spring floods which interfered with dewatering operations. Since the contract was a “unit price” contract, the actual amount of work wasn’t known until all the work was completed. The costs of processing and spreading increased quantities of biosolids were partly offset by a decrease in lime quantities.

Origination

Department of Utilities Administration

Financial Consideration

The change order results in a net increase of \$74,542.48 to the original contract amount of \$307,226.00, yielding a final contract price of \$381,768.48. Funding is available within the Treatment Services operating budget to support this increase since the amount originally budgeted for this project was \$408,000.00.

Staff Recommendation

It is recommended that the City Council approve this proposed change order.

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. _____

Date: February 4, 2008Change Order No. 1Project: 2007 Biosolids ProjectLocation: Sherman, Texas

To: (Contract) Sludge Technology, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications: This Change Order No.1 increases the contract based on final quantities.

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
PA.1 Processing	Add 6,304 C.Y. @ \$9.00/C.Y.		\$ 56,736.00
PA.2 Lime	Delete 335.2 Tons @ \$117.60/Ton	\$ 39,419.52	
PA.3 Spreading	Add 8,804 C.Y. @ \$6.50/C.Y.		\$ 57,226.00
	Totals	\$ 39,419.52	\$ 113,962.00
	Net Increase		\$ 74,542.48

The sum of \$ 74,542.48 is hereby added to the total contract price, \$ 307,226.00 and the total adjusted contract price to date thereby is \$ 381,768.48.

The time provided for completion in the contract is **unchanged**. This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By: Cheryl A. Leatherman Date: 1-28-2008
Sludge Technology, Inc.

Recommended By: _____ Date: _____
Mark Gibson, Director of Utilities & Engineering

Approved By: _____ Date: _____
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.3

OTHER BUSINESS

**Consider Calling a Special Meeting of the City Council for Friday, February 29, 2008,
to Meet New Chamber Board Members**

Issue

Consider calling a special meeting of the City Council for 12:00 noon on Friday, February 29th, to meet new Chamber Board members

Background

Chamber Board President Traci Carlson has invited the City Council to an informal lunch at Kelly's Square Restaurant at 12:00 noon on Friday, February 29th. The purpose of the meeting is to socialize and network and to introduce the five new Chamber Board members to the City Council.

Origination

Sherman Chamber of Commerce Board President Traci Carlson

Staff Recommendation

It is recommended that the City Council, by motion and order, call a special City Council meeting for 12:00 noon on Friday, February 29th.

Alternatives

1. Friday, March 7th, at the same time and location
2. Another date that better meets the City Council's schedules.

Attachments

None

Prepared and Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.4

OTHER BUSINESS

Receive Financial Update from Assistant City Manager/CFO Robby Hefton

Issue

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

Background

Periodically, the staff presents financial updates to the Council to communicate important financial and economic conditions. This presentation will focus primarily on issues related to the major operating funds: General Fund, Utility Fund, and Water and Sewer Fund.

Origination

City Manager's Office

Financial Consideration

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

Council Action Requested

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

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Period Ending December 31, 2007

Issue

To approve the Investment Report for the quarterly period ending December 31, 2007

Background

By law, the Council is required to receive and accept an investment report from the City's investment officer. This report is first submitted to the Investment Committee for their review prior to its presentation to the Council. The Investment Committee has received the report. The report reflects a portfolio position with a book value of about \$27.7 million. As of December 31, 2007, the City was in compliance with all applicable state laws and the provisions of the City's internal Investment Policy. The portfolio remains adequately liquid; and its yield of 4.31% for the quarter is higher than the benchmark yield of 3.39%. The market value of the overall portfolio was 100.07% of the book value.

Origination

Finance Department

Financial Consideration

None

Staff Recommendation

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

Alternatives

The Council could request disclosures in addition to those required by law.

Attachments

Memo to Investment Committee

Investment Report and Related Schedules

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

Memorandum

DATE: January 29, 2008

TO: Investment Committee – Councilmembers Willie Steele and Terrence Steele and George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/CFO 

SUBJECT: Investment Report for Quarter Ended December 31, 2007

Enclosed is a copy of the quarterly investment report for the quarter ended December 31, 2007. This report reflects that as of that date, the City was in compliance with all applicable laws, including the City's Investment Policy. The total portfolio balance of about \$27.7 million had a weighted-average maturity of about 75 days, up from last quarter due to the investment purchases made during the current quarter. The portfolio yield of 4.31% was higher than our benchmark 180-day T-Bill yield, which was 3.39%.

This investment report will be on the February 4, 2008 City Council Agenda for their review. Please call me if you have any questions about this item.

CITY OF SHERMAN, TX
Investment Report Summary
December 31, 2007

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, 2007, investment book value was about \$27.7 million and had decreased by approximately \$ 1.3 million from three months prior. Decreases in investment balances are customary during this quarter each year. The City's investment portfolio includes demand deposits, a public savings account, repurchase agreements through the depository, investment pools that strive to maintain a 100% net asset value, U.S. Treasury securities, and U.S. Agency securities.

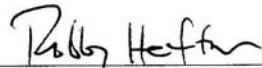
The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of December 31, 2007. The weighted-average maturity of the portfolio was about 75 days at December 31, 2007 compared to about 11 days at September 30, 2007. The increase in weighted-average maturity occurred because \$9,000,000 in investments were purchased during the period.

The market value of the portfolio was 100.07% of book value as of December 31, 2007. This percentage was essentially unchanged from September 30, 2007.

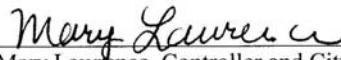
The portfolio yield of 4.31% at December 31, 2007 was higher than the benchmark yield on the 180-day T-Bill, which was 3.39%. Short-term market interest rates decreased significantly during the period, as the Federal Reserve seeks to bolster the sluggish economic through rate decreases.

There were two securities that matured during the quarter with a par value totaling \$4,000,000. Nine new securities were purchased during this quarter with a par value totaling \$9,000,000. 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, 2007

Investment	Par	VALUES - September 30, 2007		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - December 31, 2007	
		Book	Market	Purchases/	Accruals/	Purchases &	Change In	Book	Market
				(Withdrawals)	Amortizations	(Withdrawals)	Market Price		
DEMAND DEPOSITS									
Depository Bank-Checking		\$ 994,367	\$ 994,367	\$ 280,350	\$ -	\$ 280,350	\$ -	\$ 1,274,717	\$ 1,274,717
Depository Bank-Repos		6,164,471	6,164,471	(4,326,322)	-	(4,326,322)	-	1,838,149	1,838,149
Savings Account		3,989,464	3,989,464	(2,470,623)	-	(2,470,623)	-	1,518,841	1,518,841
		11,148,302	11,148,302	(6,516,595)	-	(6,516,595)	-	4,631,707	4,631,707
INVESTMENT POOLS									
Tex-Pool		5,810,614	5,810,614	-	69,597	-	70,714	5,880,211	5,881,328
TexStar		6,124,811	6,124,811	-	73,064	-	74,313	6,197,875	6,199,124
		11,935,425	11,935,425	-	142,661	-	145,028	12,078,086	12,080,453
SECURITY INVESTMENTS									
FMDN 10/26/07	2,000,000	1,992,856	1,993,800	(2,000,000)	7,144	(2,000,000)	6,200	-	-
FMDN 11/9/07	2,000,000	1,988,822	1,990,200	(2,000,000)	11,178	(2,000,000)	9,800	-	-
Treasury Note 4.375% 12/31/07	2,000,000	1,996,496	2,001,720	-	3,504	-	(1,720)	2,000,000	2,000,000
Treasury Note 4.625% 3/31/08	1,000,000	-	-	1,002,734	(1,097)	1,002,734	626	1,001,637	1,003,360
FHLB 4.48% 4/18/08	1,000,000	-	-	999,880	35	999,880	(190)	999,915	999,690
FHLB 5.875% 6/4/08	1,000,000	-	-	1,001,980	(319)	1,001,980	(730)	1,001,661	1,001,250
Treasury Note 5% 7/31/08	1,000,000	-	-	1,006,992	(1,556)	1,006,992	1,758	1,005,436	1,008,750
FNMA 3.25% 8/15/08	1,000,000	-	-	990,760	1,439	990,760	2,680	992,199	993,440
FHLB 4.25% 9/12/08	1,000,000	-	-	998,450	210	998,450	1,210	998,660	999,660
Treasury Note 4.875% 10/31/08	1,000,000	-	-	1,008,984	(1,497)	1,008,984	3,126	1,007,487	1,012,110
FNMA 3.875% 11/17/08	1,000,000	-	-	995,000	627	995,000	2,500	995,627	997,500
FHLMC 3.875% 1/12/09	1,000,000	-	-	994,860	492	994,860	3,890	995,352	998,750
		5,978,174	5,985,720	4,999,640	20,158	4,999,640	29,150	10,997,972	11,014,510
		\$29,061,901	\$29,069,447	(\$1,516,955)	\$162,819	(\$1,516,955)	\$174,178	\$27,707,765	\$27,726,670

CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of December 31, 2007

LIMITS ON TYPES OF SECURITIES	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	% Variance Policy Limits
Demand Deposits	100%	100%	16.72%	83.28%
Bank Time Deposits	25%	30%	0.00%	30.00%
U. S. Treasury Securities	80%	85%	18.10%	66.90%
U. S. Agency Securities	45%	50%	21.59%	28.41%
Investment Pools	45%	50%	43.59%	6.41%

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Available within 1 month	25%	67.53%	42.53%
Available within 3 months	33%	71.14%	38.14%
Available within 6 months	45%	78.36%	33.36%
Available within 1 year	60%	96.41%	36.41%
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%

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	74.66	425.34

CITY OF SHERMAN, TX
Calculation of Weighted Average Maturity and Yield
As of December 31, 2007

	<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 - Checking	1,274,717	1,274,717	0	0.00%	4.60%
Depository Bank - Repos	1,838,149	1,838,149	0	2.93%	6.63%
Savings Account	<u>1,518,841</u>	<u>1,518,841</u>	0	4.60%	<u>5.48%</u>
	4,631,707	4,631,707			16.72%
Investment Pools					
Tex-Pool	5,881,328	5,880,211	1	4.83%	21.22%
TexStar	<u>6,199,124</u>	<u>6,197,875</u>	1	4.81%	<u>22.37%</u>
	12,080,453	12,078,086			43.59%
Federal Securities and Notes					
Treasury Note 4.375% 12/31/07	2,000,000	2,000,000	0	5.09%	7.22%
Treasury Note 4.625% 3/31/08	1,003,360	1,001,637	91	3.94%	3.62%
FHLB 4.48% 4/18/08	999,690	999,915	109	4.50%	3.61%
FHLB \$.875% 6/4/08	1,001,250	1,001,661	156	4.52%	3.62%
Treasury Note 5% 7/31/08	1,008,750	1,005,436	213	4.04%	3.63%
FNMA 3.25% 8/15/08	993,440	992,199	228	4.45%	3.58%
FHLB 4.25% 9/12/08	999,660	998,660	256	4.43%	3.60%
Treasury Note 4.875% 10/31/08	1,012,110	1,007,487	305	3.95%	3.64%
FNMA 3.875% 11/17/08	997,500	995,627	322	4.37%	3.59%
FHLMC 3.875% 1/12/09	998,750	995,352	378	4.32%	3.59%
	<u>11,014,510</u>	<u>10,997,972</u>			<u>39.69%</u>
TOTAL	<u>\$27,726,670</u>	<u>\$27,707,765</u>			<u>100.00%</u>

Weighted Average Maturity

Weighted Average Days to Maturity	74.66
Weighted Average Days to Maturity-Operating (ex.depository bank-checking)	89.64

Weighted Average Yield

Weighted Average Yield	4.31%
Weighted Average Yield - Operating (excluding depository bank-checking)	4.51%
Yield to Maturity of 180 day T-Bill at December 31, 2007	3.39%

CITY OF SHERMAN, TX
Market Value Analysis
As of December 31, 2007

CHANGES IN MARKET VALUE:

BEGINNING VALUE - September 30, 2007		\$29,069,447
<u>INVESTMENT ACTIVITY:</u>		
Purchases	\$8,999,640	
Maturities	(4,000,000)	
Net Changes in Market Price	<u>29,150</u>	
		5,028,790
Bank and Pooled Investment Deposits/(Withdrawals) - Net		<u>(6,371,567)</u>
ENDING VALUE - December 31, 2007		<u><u>\$27,726,670</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - September 30, 2007</u>		
Market Value	\$29,069,447	
Book Value	\$29,061,901	
Ratio of Market Value to Book Value		100.03%
 <u>ENDING VALUE - December 31, 2007</u>		
Market Value	\$27,726,670	
Book Value	\$27,707,765	
Ratio of Market Value to Book Value		100.07%

CITY OF SHERMAN, TX
Year To Date Investment Transaction Report
As of December 31, 2007

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>
10/31/2007	Treasury Note	\$1,002,734	\$1,000,000	3.94%	3/31/2008
10/31/2007	FHL Note	\$999,880	\$1,000,000	4.50%	4/18/2008
10/31/2007	FHL Note	\$1,001,980	\$1,000,000	4.52%	6/4/2008
10/31/2007	Treasury Note	\$1,006,992	\$1,000,000	4.04%	7/31/2008
10/31/2007	FMN	\$990,760	\$1,000,000	4.45%	8/15/2008
10/31/2007	FHL Note	\$998,450	\$1,000,000	4.43%	9/12/2008
10/31/2007	Treasury Note	\$1,008,984	\$1,000,000	3.95%	10/31/2008
10/31/2007	FMN	\$995,000	\$1,000,000	4.37%	11/17/2008
11/1/2007	FHLMC	\$994,860	\$1,000,000	4.32%	1/12/2009
Total Purchases		<u>\$8,999,640</u>	<u>\$9,000,000</u>		

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>
10/26/2007	FMDN 10/26/07	\$2,000,000	5.22%
11/9/2007	FMDN 11/9/07	\$2,000,000	5.29%
Total Maturities		<u>\$4,000,000</u>	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

**Replat Approval of Block B, Austin Landing Addition, Phase I; TexLanDev, LLC, Owner
(4700-5000 Blocks of Camp Verde Circle and 4800-4900 Blocks of Liberty Hill Trail)**

Issue

To consider Replat approval of Block B, Austin Landing Addition, Phase I, located in the 4700-5000 blocks of Camp Verde Circle and the 4800-4900 blocks of Liberty Hill Trail, and owned by TexLanDev, LLC

Background

This is a replat changing a lot configuration of a recently constructed subdivision. The property is located on North Travis Street across from the City of Knollwood. There is an oil well located on the property; and it has sold. They had a 200 foot restriction from the previous owner. The new owner only wants a 50 foot restriction, so they are able to include an additional two lots.

Origination

TexLanDev, LLC (Owner), Vilbig & Associates (Engineers), and Helvey & Associates (Surveyors)

Board Recommendation

At the January 22, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	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



4700-5000 CAMP VERDE CIRCLE
4800-4900 LIBERTY HILL TRAIL
REPLAT

ENGINEERING DEPARTMENT





Average Scale: 1 inch = 282.7 feet

(c) Copyright 2006.

4700-5000 Blk Camp Verde
4800-4900 Blk Liberty Hill



REPLAT OF BLOCK B, AUSTIN LANDING ADDITION, PHASE ONE

TO
THE CITY OF SHERMAN, TEXAS
7.958 ACRES

IN THE
ALEXANDER & RICHARDS SURVEY
ABSTRACT NO. 42, GRAYSON COUNTY, TEXAS

TEXLADEV, LLC.
OWNER

GENERAL NOTES:

1. WATER SUPPLY WILL BE PROVIDED BY THE CITY OF SHERMAN.
2. SEWER TO BE PROVIDED BY THE CITY OF SHERMAN.

ALEXANDER & RICHARDS SURVEY
ABSTRACT NO. 42
GRAYSON COUNTY, TEXAS

FUTURE DEVELOPMENT

AREA 15, DATE
11/11/10
VOL. 100, PG. 105

LINE	TYPE	DATE
1	1/1/10	1/1/10
2	1/1/10	1/1/10
3	1/1/10	1/1/10
4	1/1/10	1/1/10
5	1/1/10	1/1/10
6	1/1/10	1/1/10
7	1/1/10	1/1/10
8	1/1/10	1/1/10
9	1/1/10	1/1/10
10	1/1/10	1/1/10
11	1/1/10	1/1/10
12	1/1/10	1/1/10
13	1/1/10	1/1/10
14	1/1/10	1/1/10
15	1/1/10	1/1/10
16	1/1/10	1/1/10
17	1/1/10	1/1/10
18	1/1/10	1/1/10
19	1/1/10	1/1/10
20	1/1/10	1/1/10
21	1/1/10	1/1/10

NO. 1/1/10 AREA 15

NO. 1/1/10 AREA 15
DIRECT 1/1/10
VOL. 100, PG. 105

NORTHMAN (2010)
DIRECT 1/1/10
VOL. 100, PG. 105

NO. 1/1/10 AREA 15
DIRECT 1/1/10
VOL. 100, PG. 105

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

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HELVEY & ASSOCIATES SURVEYING, INC.
122 N. MAIN ST.
DALLAS, TEXAS 75202
PH (972) 463-6181 FAX (972) 463-6255

SHEET 1

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

4700-5000 Camp Verde Circle and 4800-4900 Liberty Hill Trail
7.958 acres in the Alexander & Richards Survey, Abstract No. 42
Replat

Requested Action/Proposed Use:

Replat of Block B, Austin Landing Addition, Phase I

Background

This is a replat changing a lot configuration of a recently constructed subdivision.

Adjacent Zoning:

SF-1 (Single Family Residential) District and C-1 (Retail Business) District

Origination:

TexLanDev, LLC (Owners), Vilbig & Associates (Engineers) and Helvey & Associates (Surveyors)

Master Plan Designation:

Residential

Attachments:

Location map
Photographs
Replat
Staff Review

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

January 16, 2008

TexLanDev, LLC
205 Highland Knoll
Highland Village, TX 75077

Dear Applicants,

Your request for approval of a Replat for property located in the 4700-5000 Blocks of Camp Verde Circle and the 4800-4900 Blocks of Liberty Hill Trail has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2008 at 6:00 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. Curve data for the replat not shown on drawing for curve located along Liberty Trail in front of Lots 13 and 14.
2. Volume and page of pipeline easements that were recorded by separate document on the replat need to be shown.
3. A note to be inserted referencing Lot 5, Block B shall be maintained by the Homeowners Association.
4. The easements shall be 20' in width.
5. A correction of the owners name is required.
6. Field notes need to list the volume and page of original plat.
7. Field note calls that are not listed in the drawing need to be added.
8. Sidewalks and drive approaches are to be to City Standards.
9. Letters from the various utility companies stating the availability of service and the adequacy of easements are required. (City will contact utility companies)
10. Original tax certificates for the property must be furnished prior to recording of the plat.
11. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager Danny Fuller, Fire Marshal
 Scott Shadden, Director of Development Services Jeff Miller, Director of Public Works
 Doreen E. McGookey, City Attorney James Shankles, Jr., P.E., City Engineer
 Rita Gaither, Development Coordinator
 Vilbig & Associates, Inc. (10132 Monroe Drive, Dallas, TX 75229)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.7

*** OTHER BUSINESS**

Replat Approval of Lot 8, Block 1, L.C. Chapman's Addition, being 0.47 acres in the J. B. McAnair Survey, Abstract No. 763; Mitchell Enterprises, Owner (700 North Crockett Street and 215 West Brockett Street)

Issue

To consider Replat approval of Lot 8, Block 1, L.C. Chapman's Addition, being 0.47 acres in the J. B. McAnair Survey, Abstract No. 763, located at 700 North Crockett Street and 215 West Brockett Street, and owned by Mitchell Enterprises

Background

This is a replat of Lot 8, Block 1 of the L.C. Chapman's Addition consisting of 0.47 acres. The owner would like to replat this property into one lot for commercial development.

Origination

Mitchell Enterprises (Owner), Steve Mitchell (Representative) and Sartin and Associates Surveying (Surveyors)

Board Recommendation

At the January 22, 2008 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



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
C-O	OFFICE DISTRICT	CPD	COLLEGE PARK OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT



700 N CROCKETT REPLAT

Department of Developmental Services





700 N. Crockett



SHEET 1 OF

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

700 North Crockett and 215 West Brockett
0.47 acres, being Lot 8, Block 1, of L.C. Chapman's Addition
Replat

Requested Action/Proposed Use:

Replat of Lot 8, Block 1, L. C. Chapman's Addition

Background:

This is a replat joining adjacent tracts into one tract.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Mitchell Enterprises (Owner), Steve Mitchell (Representative) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Retail

Attachments:

Location map
Photographs
Replat
Site Plan
Staff Review Letter

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

January 16, 2008

Mitchell Enterprises
Steve Mitchell
700 N. Crockett
Sherman, Texas 75090

Sartin & Associates
109 S. Travis
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a Replat for property located at 700 North Crockett Street and 215 West Brockett Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2008 at 6:00 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. Sidewalks and drive approaches are to be to City Standards.
2. Letters from the various utility companies stating the availability of service and the adequacy of easements are required.
3. Original tax certificates for the property must be furnished prior to recording of the plat.
4. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
James Shankles, Jr., P.E., City Engineer



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.8

*** OTHER BUSINESS**

**Replat Approval of Part of Lot 4, Block 23, B.H. Moore Heirs Addition, being 0.29 acres;
Barton Capital, LTD., Owner (1306 South Austin Street)**

Issue

To consider Replat approval of part of Lot 4, Block 23, B.H. Moore Heirs Addition, being 0.29 acres located at 1306 South Austin Street and owned by Barton Capital, LTD.

Background

This is a replat of Lot 4, Block 23 of the B.H. Moore Heirs Addition consisting of 0.29 acres. The owner would like to divide the tract into two lots for residential development.

Origination

Barton Capital, LTD. (Owner) and Sartin and Associates Surveying (Surveyors)

Board Recommendation

At the January 22, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

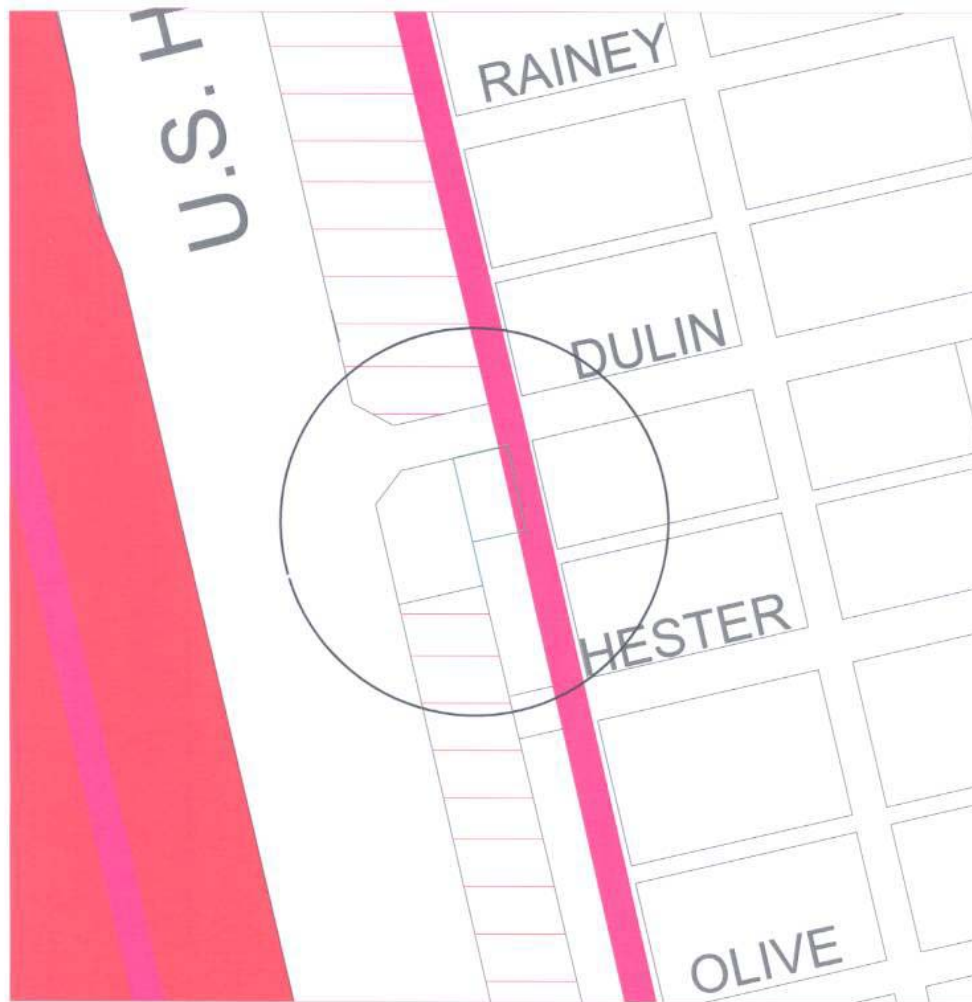
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



1306 SOUTH AUSTIN
REPLAT

Department of Developmental Services





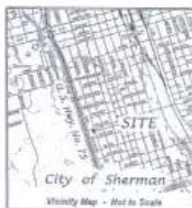
1306 S. Austin



NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.



REPLAT
PART OF LOT FOUR, BLOCK TWENTY THREE,
B. H. MOORE HEIRS ADDITION
(Volume "O", Page 405, District Clerk Records)
to the
CITY of SHERMAN,



Owner & Developer
Barlow Capital, Ltd.

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
1013 Travis, P.O. Box 2283, Sherman, Texas 75091-1283

140210046.pdf

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1306 South Austin Street
0.29 acres being part of Lot 4, Block 23, B. H. Moore Heirs Addition
Replat

Requested Action/Proposed Use:

Replat of Part of Lot 4, Block 23, B. H. Moore Heirs Addition

Background

This is a replat dividing an existing tract into two lots.

Adjacent Zoning:

R-1 (One and Two Family Residential) District and C-2 (General Commercial) District

Origination:

Barton Capital, Ltd. (Owners) and Sartin and Associates, Inc. (Surveyors)

Number of notices mailed:

185

Objections Received:

0

Master Plan Designation:

Residential

Attachments:

Location map; Photographs; Replat; Staff Review

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

January 16, 2008

Barton Capital Ltd.
715 S. Sam Rayburn Freeway
Sherman, Texas 75090

Sartin & Associates
109 S. Travis
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a Replat for the property located at 1306 South Austin Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2008 at 6:00 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. Drive approaches are to be completed to City Standards.
2. Water and Sewer pro-rata is to be paid on lot 4R1.
3. Letters from the various utility companies stating the availability of service and the adequacy of easements are required.
4. Original tax certificates for the property must be furnished prior to recording of the plat.
5. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
James Shankles, Jr., P.E., City Engineer
Angela Gurley, Customer Service Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.9

*** OTHER BUSINESS**

**Replat Approval of Sherman Hills Country Club Addition Golf Course Tracts;
Sherman Hills, Owner (1800-2600 Blocks of U.S. Highway 75 South)**

Issue

To consider Replat approval of Sherman Hills Country Club Addition Golf Course Tracts, located in the 1800-2600 Blocks of U.S. Highway 75 South, and owned by Sherman Hills.

Background

This is a change in the configuration of the lots and frontages along the Sherman Hills Country Club Golf Course.

Origination

Sherman Hills (Owner) and Underwood Drafting and Surveying (Surveyors)

Board Recommendation

At the January 22, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

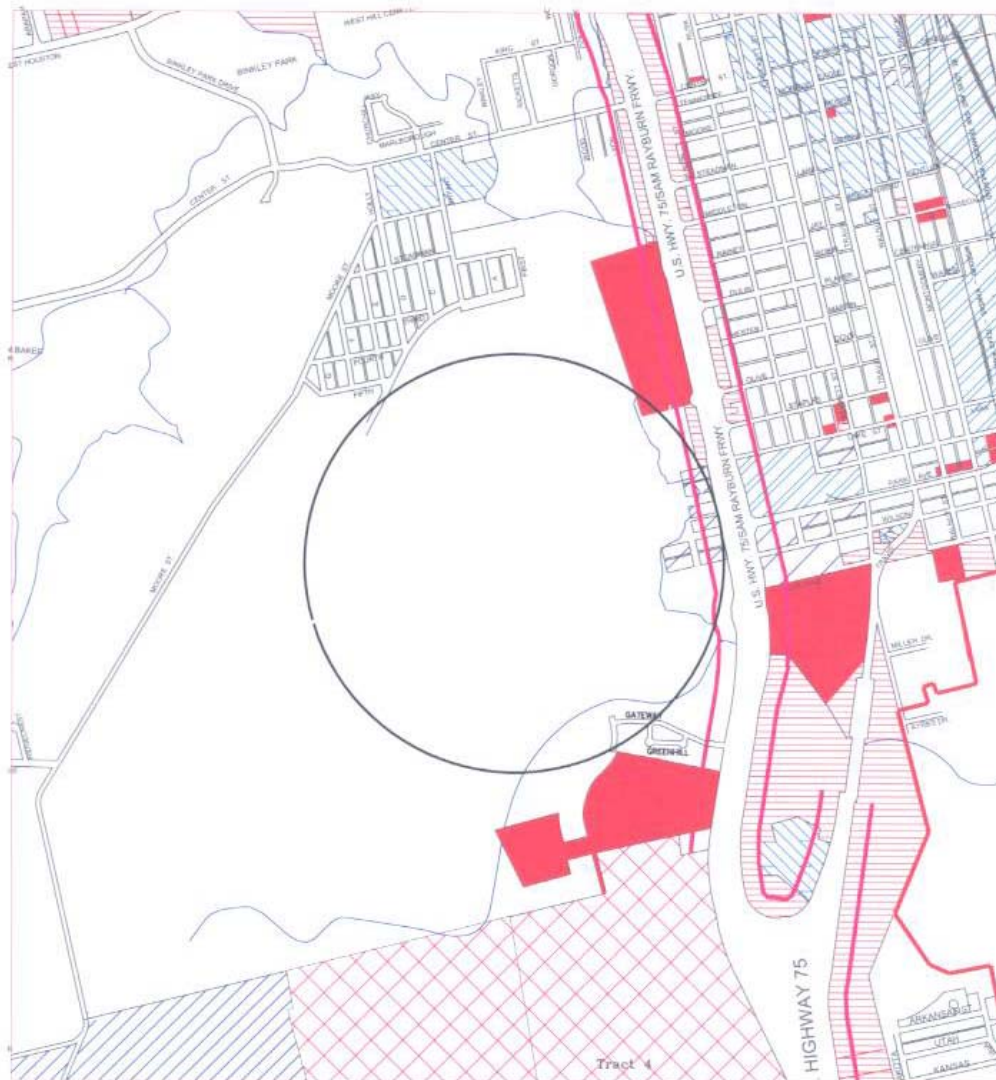
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		O-1	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			



**1300-2600 US HWY 75 S
REPLAT**

Department of Developmental Services





1800-2600 Blk Hwy 75 S.



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1300-2600 Blocks of U.S. Highway 75 South
Being the Sherman Hills Country Club Addition Golf Course Tracts
Replat

Requested Action/Proposed Use:

Replat of Sherman Hills Country Club Addition Replat

Background

This is a change of the configuration of the lots and frontages along the golf course.

Adjacent Zoning:

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

Origination:

Sherman Hills, LLC (Owner), Dan Murray (Representative) and Teague, Nall and Perkins (Engineer)

Master Plan Designation:

Industrial and Residential

Attachments:

Location map
Photographs
Replat
Staff Review

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

STAFF REVIEW LETTER

January 16, 2008

Dan Murray
1604 S. Sam Rayburn Frwy.
Sherman, Texas 75090

Sherman Hills Ltd.
500 Grenoble Rd.
Santa Barbara, CA 93110

Dear Applicants,

Your request for approval of a Replat for property located in the 1800-2600 Blocks of U.S. Highway 75 South has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2008 at 6:00 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. L28 on the drawing does not match description in field notes for Tract 2.
2. C5, L26 and C6 on the drawing do not match description in field notes for Lot 1 in Tract 2.
3. Escrow Funds in the amount of \$78,070.84 shall be paid to the City of Sherman for the future construction of portions of Park Lane and Clubhouse Drive prior to the plat being recorded.
4. Letters from the various utility companies stating the availability of service and the adequacy of easements are required.
5. Original tax certificates for the property must be furnished prior to recording of the plat.
6. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Scott Shadden, Director of Development Services	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.10

*** OTHER BUSINESS**

Special Consideration to Ordinance No. 2684, Section 26 (A) for a Variance to Not Require the Developer to be Responsible for Payment of Escrow Funds for a Period of One Year for the Future Construction of the Park Avenue Bridge as Required with the Development of Sherman Hills Country Club Golf Course Addition in an R-1 (One Family Residential) District, C-1 (Retail Business) District, and O-1.2 (Sam Rayburn) Overlay District in the 1300-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

Issue

To consider the request of Sherman Hills, LLC (Owner) for special consideration for a variance to not require the developer to be responsible for payment of escrow funds for the future construction of the Park Avenue bridge as required with the development of the Sherman Hills Country Club Golf Course Addition in an R-1 (One Family Residential) District, C-1 (Retail Business) District, and O-1.2 (Sam Rayburn) Overlay District in the 1300-2600 Blocks of U.S. Highway 75 South of Canyon Creek Drive and the 2700 Block of Silverado Trail

Background

The Sherman Hills Country Club Addition Golf Course is located in the 1300-2600 Blocks of U.S. Highway 75 South. The master plan for the development was submitted in September 2004.

Origination

Sherman Hills, LLC (Owner)

Board Recommendation

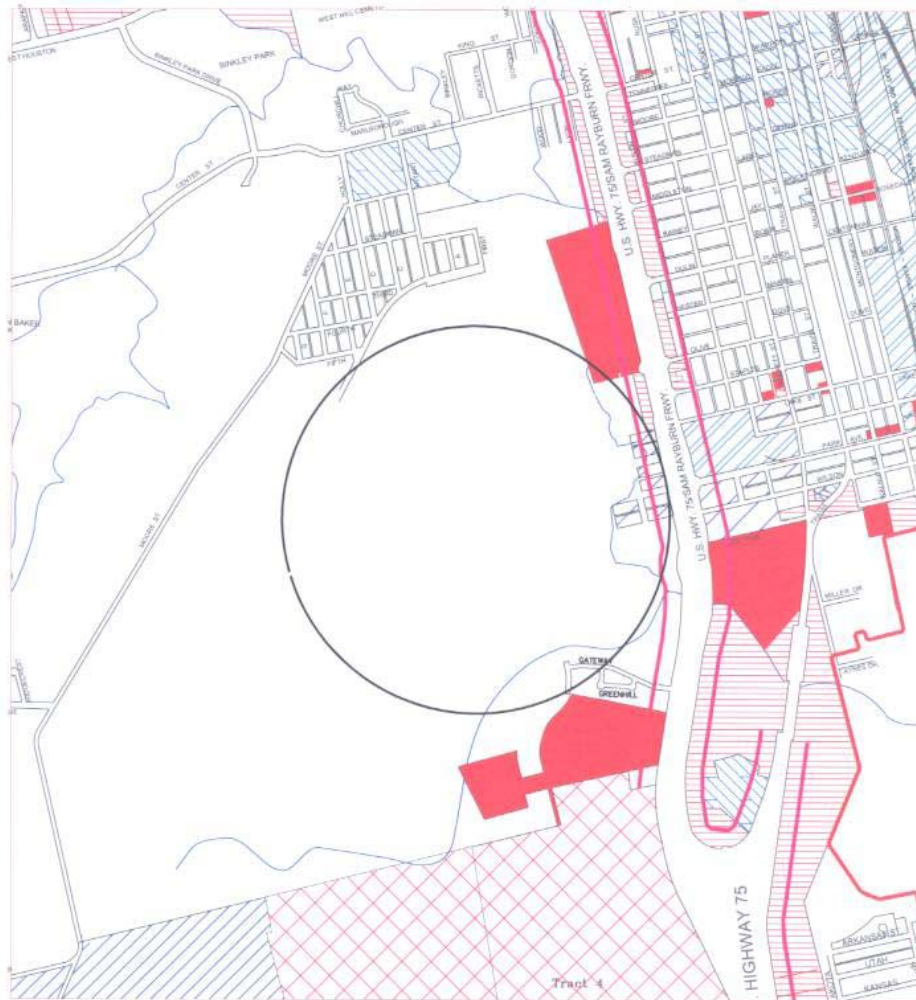
At the regular meeting on January 22, 2008, the Planning and Zoning Board voted 9/0 to approve the variance for a period of one year and to forward the request to the City Council.

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



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 FREE
C-2	GENERAL COMMERCIAL DISTRICT	CPO	COLLEGE PARK OVERLAY
C-O	OFFICE DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1	LIGHT MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT		



1300-2600 US HWY 75 S VARIANCE

Department of Developmental Services





1300-2600 Blk Hwy 75 S.



[illegible][illegible][illegible]

Table 1				
	1990-1991	1991-1992	1992-1993	1993-1994
1	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00
37	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00
47	100.00	100.00	100.00	100.00
48	100.00	100.00	100.00	100.00
49	100.00	100.00	100.00	100.00
50	100.00	100.00	100.00	100.00
51	100.00	100.00	100.00	100.00
52	100.00	100.00	100.00	100.00
53	100.00	100.00	100.00	100.00
54	100.00	100.00	100.00	100.00
55	100.00	100.00	100.00	100.00
56	100.00	100.00	100.00	100.00
57	100.00	100.00	100.00	100.00
58	100.00	100.00	100.00	100.00
59	100.00	100.00	100.00	100.00
60	100.00	100.00	100.00	100.00
61	100.00	100.00	100.00	100.00
62	100.00	100.00	100.00	100.00
63	100.00	100.00	100.00	100.00
64	100.00	100.		

That I, Douglas W. Underwood, do hereby certify that I prepared this plan from an actual and complete survey of the land and that the former monument marks were properly placed under my personal supervision, in accordance with the instructions contained in the U.S. of Missouri, Dues.

BY SIGNING AT NAME AND SEAL OF OFFICE We _____ say of _____

Library Publics is and for
the State of Texas

SHERRILL KILLS TRUFFET CLUB LTD
500 GLENDALE ROAD
EAST GARRANA, CALIF.

Accepted by the City Council of the City of Boston

1997/1998

[illegible]

NEW THEATRE CENTRE 441 463

WITNESS OUR HANDS AND SEAL...

The Editors

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned a
notary public in and for the State of _____,
known to me to be the person
executing the foregoing instrument, authorized
for the purpose and consideration
aforesaid, I have hereunto set my hand and
the seal of my office this _____ day of _____,
A.D. 19____, and of the _____
year of the Independence of the United States of
America.

The undersigned, the City Councilmen Paul C. Arpaio, R. Anthony, Jeff Goode, Paula J. Kinsinger, and the City Council Clerk, and the City Council is committed to the dedication of all persons as shown and set forth and City Council further authorizes completion thereof by signing

Approved by *Journal of the American Academy of Planning and Zoning* (March 2004)

REPLAT O
SHERMAN HILLS
CLUB ADD
GOLF COURSE
25.00 ACRES
SAMUEL BLAGG SURVEY
PRESTON KITCHENS SURVY
ELIZABETH JONES SURVEY
CITY OF SHE
GRAYSON COUNT

3408 INTERURBAN ROAD DEDSON, TEXAS 75027 (800)488-2191

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1800-2600 Blocks of U.S. Highway 75 South
Being the Sherman Hills Country Club Addition Golf Course Tracts
Variance

Requested Action/Proposed Use:

Variance to not require the developer to be responsible for payment of escrow funds for the future construction of the Park Avenue Bridge as required with the development of Sherman Hills Country Club Golf Course Addition in an R-1 (One and Two Family Residential) District, C-1 (Retail Business) District and O-1.2 (Sam Rayburn) Overlay District.

Adjacent Zoning:

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

Origination:

Sherman Hills, LLC (Owner), Dan Murray (Representative) and Teague, Nall and Perkins (Engineer)

Master Plan Designation:

Industrial and Residential

Attachments:

Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

January 16, 2008

Dan Murray
1604 S. Sam Rayburn Frwy.
Sherman, Texas 75090

Sherman Hills Ltd.
500 Grenoble Rd.
Santa Barbara, CA 93110

Dear Applicants,

Your request for approval of a variance for the property located in the 1300-2600 Blocks of U.S. Highway 75 South has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2008 at 6:00 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. *The City's Developer's Ordinance requires that developers provide escrow funds for streets on the boundary of developments in lieu of construction of one half of the street improvements. Waiver of the requirement for provision of the escrow funds without a designated party responsible for the street costs will likely result in the City assuming the future costs of construction for these improvements. The Escrow Funds for the construction of a drainage structure shall be paid to the City of Sherman in the amount of \$576,240.00.*

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
James Shankles, Jr., P.E., City Engineer



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.11

*** OTHER BUSINESS**

Special Consideration to Ordinance No. 2684, Section 12 (F) for a Variance to Not Require Sidewalks on all of Lots 3-6 and on the sides of Lots 2 and 7 facing Goodnight Circle, Block C of O'Hanlon Ranch Addition, Phase I in the 2800 Block of Goodnight Circle, and Part of Lot 4 and all of Lots 5 and 6, Block A of O'Hanlon Ranch Addition, Phase 1A in the 2900 Block of Canyon Creek Drive and the 2700 Block of Silverado Trail in an R-1 (One Family Residential) District (DGR Development Group, Ltd., Kyle Boothe, Dr. Jimmy Harrell, Mark Garland, Elizar Mata, Dr. Kenneth Chitwood, Rim Nall, and Ceci Bates Homes, Owners)

Issue

To consider the request of DGR Development Group, Ltd., Kyle Boothe, Dr. Jimmy Harrell, Mark Garland, Elizar Mata, Dr. Kenneth Chitwood, Rim Nall, and Ceci Bates Homes (Owners) for special consideration for a variance to not require sidewalks in an R-1 (One Family Residential) District in the 2800 Block of Goodnight Circle, the 2900-3000 Blocks of Canyon Creek Drive, and the 2700 Block of Silverado Trail

Background

The O'Hanlon Ranch Subdivision is located at the northwest corner of North Heritage Parkway and Lamberth Road. Phase One of the development was platted in 2001 and replatted in 2002 under different ownership. In 2007, a revised Preliminary Plat was submitted from the new owners, DGR Development.

Origination

DGR Development Group, Ltd., Kyle Boothe, Dr. Jimmy Harrell, Mark Garland, Elizar Mata, Dr. Kenneth Chitwood, Rim Nall, and Ceci Bates Homes (Owners)

Board Recommendation

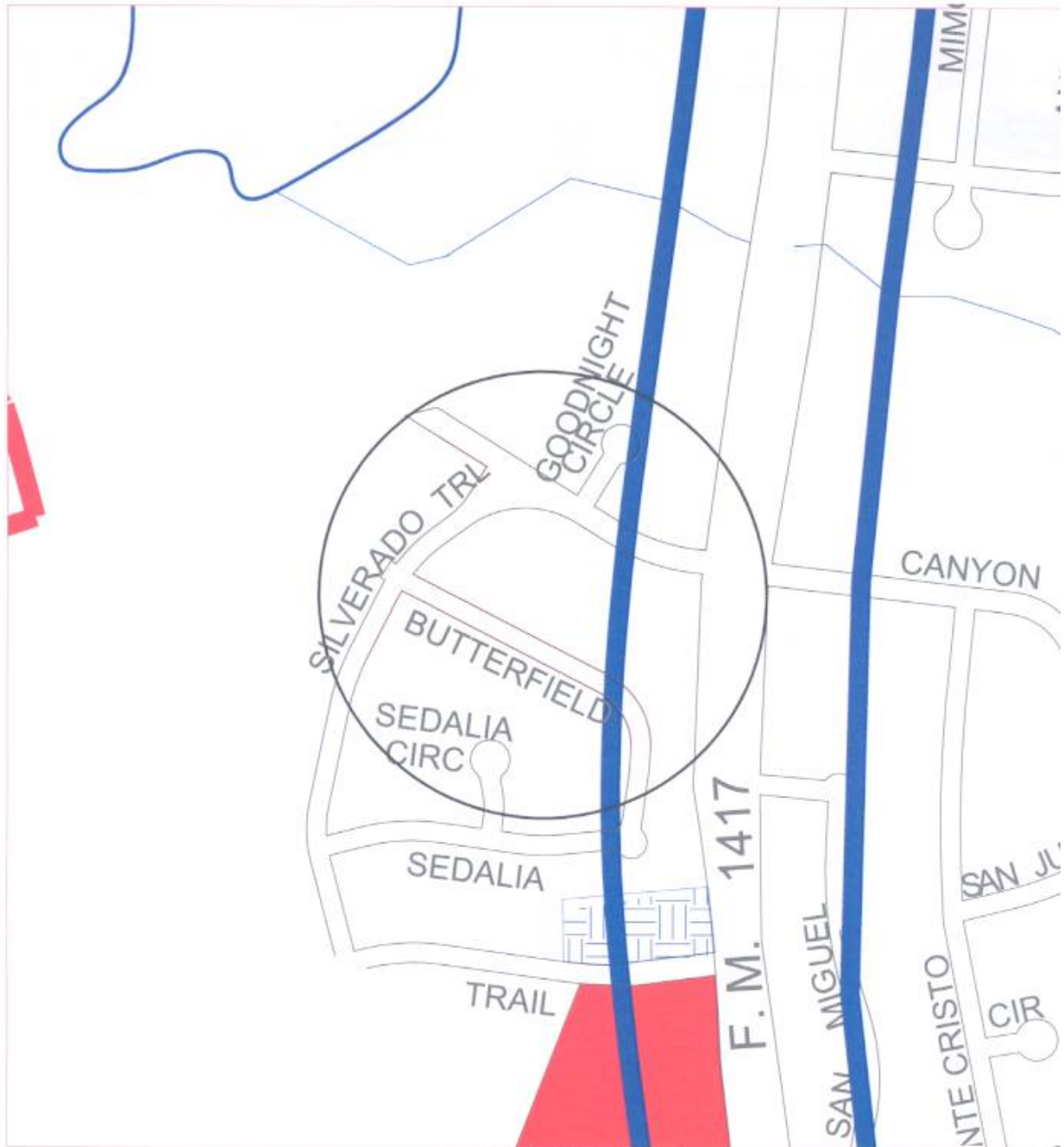
At the regular meeting on January 22, 2008, the Planning and Zoning Board voted 7/1 to approve the variance on all of Lots 3-6 and Lots 2 and 7 facing Goodnight Circle, Block C of O'Hanlon Ranch Addition, Phase I in the 2800 Block of Goodnight Circle, and part of Lot 4 and all of Lots 5 and 6, Block A of O'Hanlon Ranch Addition, Phase 1A in the 2900 Block of Canyon Creek Drive and the 2700 Block of Silverado Trail and forward the request to the City Council. Commissioner Davis voted against the request; and Commissioner Jones abstained from voting because of a conflict of interest.

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



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 FREE
	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



O'HANLON ADDITION VARIANCE

ENGINEERING DEPARTMENT





F.M.
1417

Average Scale: 1 inch = 111.7 feet

60 Copyright 200

2800 Blk Goodnight Cr.

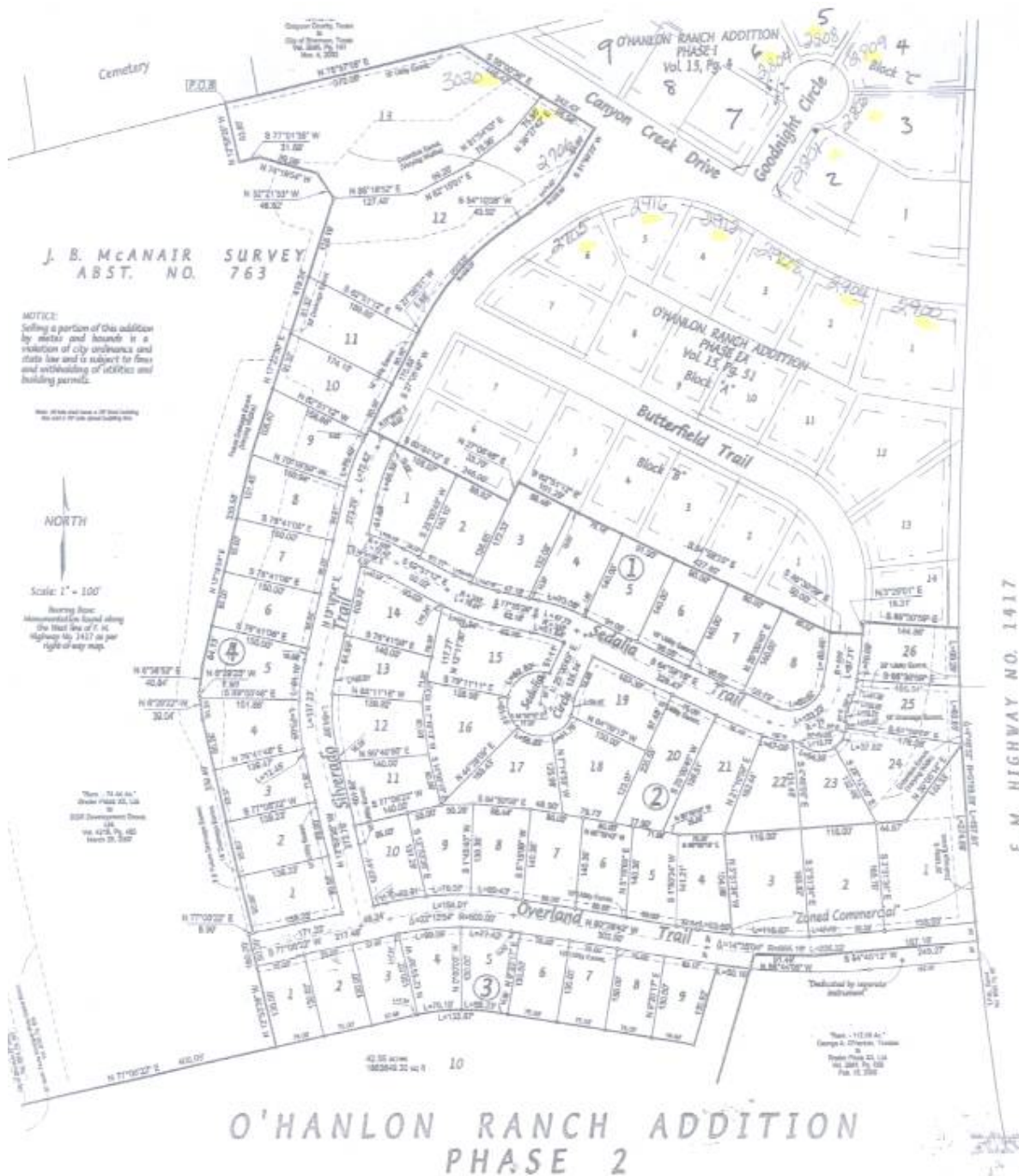


2700 Blk Silverado Trl.



2900-3000 Blk Canyon Creek





F. M. HIGHWAY NO. 1417



O'HANLON RANCH ADDITION PHASE 2 to the CITY of SHERMAN GRAYSON COUNTY, TEXAS

Owners & Developers

DGR Development Group, Ltd.
Dean Gilbert, Inc.
801 E. Taylor
Sherman, Texas 75090
Dean Gilbert, President

Kyle Booths

Sherman Bible Church
Todd Swans, Chairman
of the Deacons

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
109 S. Tenth, P.O. Box 1843 Sherman, Texas 75091-1843
Ph: (902) 892-8001 Fax: (902) 884-2970

23977
FILED FOR RECORD
PLAT 14
WILSON BLACKBURNING DUSH
County Clerk, Grayson County, Texas
Janae L. L. L. L.

SHEET 1 OF 3
DMSH 54

[illegible]

O'HANLON RANCH ADDITION
PHASE I
Vol 15, Pg. 4

RANCH ADDITION
PHASE IA
Vol. 15, Pg. 51

Butterfield Trail
Block

Sedat:

Y NO. 1417

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 22, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

**2800 Blk. Goodnight Circle, the 2900-300 Blks. Canyon Creek Drive
and the 2700 Blk. Silverado Trail
Being Lots 1-6, Block A, O'Hanlon Ranch Addition, Phase 1A;
Lots 2-6, Block C, O'Hanlon Ranch Addition Phase I;
and Lots 12 & 13, Block 4, O'Hanlon Ranch Addition, Phase 2,
Variance**

Requested Action/Proposed Use:

Variance to not require sidewalks in an R-1 (One and Two Family Residential) District.

Background

The O'Hanlon Ranch Subdivision is located at the northwest corner of North Heritage Parkway and Lamberth Road. Phase One of the development, was platted in 2001 and replatted in 2002 under different ownership. In 2007, a revised Preliminary Plat was submitted from the new owners; DGR Development.

Adjacent Zoning:

R-1 (One and Two Family Residential) District

Origination:

DGR Development Group, Ltd; Kyle Boothe; Dr. Jimmy Harrell; Mark Garland; Elizar Mata; Dr. Kenneth Chitwood; Rim Nall; and Ceci Bates Homes, (Owners)

Master Plan Designation:

Residential

Number of notices mailed:

8

Objections Received:

0

Attachments:

Location Map; Photographs; Site Plan; Staff Review

Prepared by:

Rita Gaither, Planning/Development Coordinator

Approved by:

Scott Shadden, Development Services Director

STAFF REVIEW LETTER

January 16, 2008

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

Dean Gilbert, Jr.
801 E. Taylor
Sherman, Texas 75090

Fischer & Mata Construction LLC
1708 River Oak Circle
Sherman, Texas 75092

Mark Garland
PO Box 2907
Sherman, Texas 75091

CeCi Bates Investments Inc.
1401 S. Sam Rayburn, Ste. 500
Sherman, Texas 75090

Kenneth & Donna Chitwood
3113 Runabout Court
Plano, TX 75023-5648

Rayburn & Greta Nall
200 S. Crockett
Sherman, Texas 75090

Kyle Boothe
PO Box 368
Sherman, Texas 75091

Dr. Jimmy Harrell
225 N. Friendship Rd.
Sherman, Texas 75092

Dear Applicant,

Your request for approval of a variance for the property located in the 2800 Block of Goodnight Circle, the 2900-3000 Blocks of Canyon Creek Drive and the 2700 Block of Silverado Trail has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 22, 2008 at 6:00 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. The staff recommends that the code of ordinance as attached be followed in reference to sidewalks.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities and Engineering

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Scott Shadden Director of Development Services	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	

EXHIBIT A
SUBDIVISION ORDINANCE
ORDINANCE NO. 2684

Sec. 12. Design criteria.

(F) SIDEWALKS:

Four (4) feet sidewalks shall be installed on all street frontages of residential and commercial subdivisions and where deemed necessary by the commission or city council to provide circulation or access to schools, playgrounds, shopping centers, and transportation and other community facilities, or to provide pedestrian circulation within the subdivision.

Exceptions:

1. Sidewalks that terminate at the right-of-way of Highways 75, 82, 91 (Texoma Parkway), 11 (Dewey Avenue), FM 131 (North Travis), 691, 902, and 1417.
2. Lots adjacent to developed lots that have no sidewalk.
3. Industrial and rural type developments.

(Ordinance 5356 adopted 11/21/05)

Sec. 26. Modification of design requirements, minimum improvements, and subdivision regulations.

(A) GENERAL:

These rules and regulations are the standard requirements of the City of Sherman. The planning commission may, when concurred in by the city council, authorize a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance. In granting a variance, the commission shall prescribe only conditions that it deems necessary to or desirable in the public interest. In making the findings hereinbelow required, the commission shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity. No variance shall be granted unless the commission finds:

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.
- (2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.
- (3) That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area.
- (4) That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this ordinance.

Such findings of the commission, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the commission meeting at which such variance is granted. Variances may be granted only when in harmony with the general purpose and intent of this ordinance so that the public health, safety, or welfare may be secured and substantial justice done. Pecuniary hardship to the developer, standing alone, shall not be deemed to constitute undue hardship.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.12

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.13

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

Subject: Agenda Item No. D.14

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

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 551.087 Deliberations Regarding Economic Development
Negotiations:**

- a) Deliberate Regarding Commercial or Financial
Information that the City has Received from
Business Prospects and Deliberate any Offers or
Incentives to the Business Prospects**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-4-2008

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: 2-4-2008

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: 2-4-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2008 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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23	24	25	26	27	28	29
30	31					

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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20	21	22	23	24	25	26
27	28	29	30			

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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
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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
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20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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
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21	22	23	24	25	26	27
28	29	30				

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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			

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - Proposed 12:00 Noon Called Meeting with Chamber Board
09/01/08 - Labor Day - Called Council Meeting on 09/02/08