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

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER CHIP ADAMI

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 2008

Proclamation

A.5 PROCLAMATION
"Dr. Martin Luther King, Jr. Day" – January 19, 2009

Public Hearing

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5583
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-2 (General Commercial) District at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition (Outpost/Lazy L Enterprises, Owners)

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5584
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair in a C-2 (General Commercial) District at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition (Outpost/Lazy L Enterprises, Owners); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5585
Providing for Permanent "No Parking" Signs Restricting Parking along Portions of West Fern Street within the City Limits of the City of Sherman

Close Public Hearing and Consider Adoption of Ordinances

B.4 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Numbers:
a) 5583
b) 5584
c) 5585

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. 5307*
Authorizing Execution of an End User License Agreement with AFIX Technologies, Inc. for an AFIX Tracker Remote Workstation to be Used for Advanced Fingerprint Analysis in Criminal Investigation by the Sherman Police Department

C.2 ** RESOLUTION NO. 5308*
Authorizing the Purchase of a Motorola Console Radio through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Police/Fire Dispatch Communication Services

Request to Advertise

D.1 ** REQUEST TO ADVERTISE*
Police Uniforms

Other Business

D.2 OTHER BUSINESS
Receive Director of Utilities and Engineering Mark Gibson's Presentation on the Lake Texoma Pipeline Evaluation Project

D.3 ** OTHER BUSINESS*
Final Plat Approval of Cupid Broughton Two Addition; Barton Capital, Ltd., Owner, and Sartin & Associates, Surveyors (1201 and 1205 North Broughton Street)

D.4 OTHER BUSINESS
Replat Approval of Lots 9 and 10, Block 3 of O'Hanlon Ranch Estates, Phase 2; Sherman Bible Church, Owners, Lester Terrell, Representative, and Sartin & Associates, Surveyors (2515 West Lamberth Road and 2916 Overland Trail)

D.5 CITIZEN REQUESTS

D.6 MEDIA QUESTIONS

D.7 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

Section 551.071

(a) Consultation with City Attorney Concerning Pending Litigation:

1) In the Court of Appeals, Fifth District of Texas at Dallas No. 05-06-00420-CV; The City of Sherman, Texas and The Sherman City Council, Appellants v. James Wayne, Appellee

(b) Consultation with City Attorney Concerning Legal Matters:

1) Groundwater Conservation District

Section 551.072

Deliberations Regarding Real Property:

(a) Deliberate Regarding the Potential Purchase of a Piece of Real Property:

1) TxDOT's Surplus Property at 3711 U.S. Highway 75 South, Sherman, Grayson County, Texas

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, including the following:

1) Proposed Grayson County Jail

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:** 1-5-2009

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Chip Adami, Council Member

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CHIP ADAMI

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 2008

STATE OF TEXAS §

December 15, 2008

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 15, 2008.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 1, 2008. Deputy Mayor Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:
TRI-COUNTY SENIOR NUTRITION BOARD OF DIRECTORS (1)

TRI-COUNTY SENIOR NUTRITION BOARD

Mayor Magers said in February 2007 the Mayors of Sherman, Denison, and Bonham, and the County Judges of Grayson, Cooke, and Fannin Counties joined together to serve on the Tri-County Senior Nutrition Board of Directors and over see the Meals on Wheels Program.

In Fiscal Year 2006-2007, Tri-County ended with a deficit of $10,000. In Fiscal Year 2007-2008, they ended with a surplus of $67,000. Over $100,000 was cut from the overhead costs and bank accounts were reduced from 16 to 2. They also increased transparency and accountability. Mayor Magers said all Federal guidelines are now being met for the Meals on Wheels Program.

The elected officials agreed that once the issues had been addressed they would remove themselves from the Board. He introduced Kathey Scott, Executive Director of Tri-County Senior Nutrition.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to appoint Phyllis Hicks to the Tri-County Senior Nutrition Board of Directors for a term from December 16, 2008 to September 30, 2009. Second by Council Member Adami.

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

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5581
SUP FOR
AUTO SALES

Mayor Magers introduced Ordinance 5581 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES AND AN IMPOUND LOT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4026 TEXOMA PARKWAY, BEING 2.85 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 (UTTER PROPERTIES, LTD., OWNER AND DAVID PRYOR, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.

No citizens appeared before the City Council to discuss Ordinance 5581.

ORD 5582
SPEED LIMIT
ON BINKLEY
PARK DR.

Mayor Magers introduced Ordinance 5582 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF BINKLEY PARK DRIVE IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5582.

CLOSE PUBLIC
HEARING

The Ordinances were introduced and the Public Hearing was closed.

ADOPTION OF ORDINANCES

ORD 5581
SUP FOR
AUTO SALES

Ordinance 5581
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES AND AN IMPOUND LOT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4026 TEXOMA PARKWAY, BEING 2.85 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 (UTTER PROPERTIES, LTD., OWNER AND DAVID PRYOR, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.

Ordinance 5582
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF BINKLEY PARK DRIVE IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5582 SPEED LIMIT ON BINKLEY PARK DR.

ACTION TAKEN.
Motion by Council Member Smith to approve Ordinance Nos. 5581 and 5582, as presented. Second by Council Member Howeth.
VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>CONSENT AGENDA</u>

CONSENT AGENDA

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

<u>RESOLUTIONS</u>
<u>RESOLUTION NO. 5299 – SUPPORTING A HERITAGE OF ARCHERY HUNTING AND WILDLIFE CONSERVATION IN GRAYSON COUNTY, TEXAS</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING A HERITAGE OF ARCHERY HUNTING AND WILDLIFE CONSERVATION IN GRAYSON COUNTY, TEXAS.

RES 5299 ARCHERY HUNTING & WILDLIFE CONSERVATION

<u>Hunter Graham, 112 Chrissa Drive, Pottsboro</u>
Mr. Graham is a member of the Grayson County Whitetail Association. Earlier this year a Tarrant County resident petitioned Texas Parks and Wildlife to declare a rifle season in Grayson County. Currently Grayson County is the only county in Texas that has a general hunting season for whitetail deer, but doesn't allow a rifle season. The hunting season is by archery only.

Mr. Graham said his organization feels it is important to keep the heritage of the season archery only. Grayson County does not have a very large population of whitetail deer. There are approximately 210 participants that visit Hagerman Wildlife Refuge annually for the archery draw, which brings in economic dollars from other surrounding states.

Also, within the City limits of Sherman, if you have 10 acres of property you can shotgun hunt for white-winged dove or mourning dove. He expressed concern that someone might be hunting with a high-powered rifle on only 10 acres of property in the City limits.

Mr. Graham said his request is being supported by the Grayson County Judge and Commissioners, Senator Craig

Estes, and Representative Larry Phillips. Other local cities are also supporting the measure.

Deputy Mayor Wacker said she is aware of several citizens that are supporting the archery only measure and feel that it is a very good heritage to have in Grayson County.

Council Member Steele verified that there is a public forum on the issue scheduled for January 8, 2009, at 7 p.m. at Grayson County College.

ACTION TAKEN.
Motion by Council Member Steele to approve Resolution No. 5299, as presented. Second by Council Member Adami.
VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5300 HOMELAND SECURITY GRANT

<u>RESOLUTION NO. 5300 – AUTHORIZING THE EXECUTION OF 2008 SUB-RECIPIENT AGREEMENT NUMBER 08-SR-67496-02 WITH THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT FOR THE RECEIPT OF A FEDERAL HOMELAND SECURITY GRANT</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF 2008 SUB-RECIPIENT AGREEMENT NUMBER 08-SR-67496-02 WITH THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT FOR THE RECEIPT OF A FEDERAL HOMELAND SECURITY GRANT.

Mayor Magers verified that the grant was for $184,558 for homeland security.

ACTION TAKEN.
Motion by Deputy Mayor Wacker to approve Resolution No. 5300, as presented. Second by Council Member Softly.
VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5301 COLLECTION OF FINES

<u>RESOLUTION NO. 5301 – AUTHORIZING THE EXECUTION OF AGREEMENTS WITH AMERICAN MUNICIPAL SERVICES FOR THE COLLECTION OF OUTSTANDING WARRANTS, CITATIONS, AND CAPIAS PRO FINES</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH AMERICAN MUNICIPAL SERVICES FOR THE COLLECTION OF OUTSTANDING WARRANTS, CITATIONS, AND CAPIAS PRO FINES.

Council Member Adami asked for clarification on the proposed agreement.

George Olson, City Manager, explained that the agreement was for the collection of outstanding court issues such as warrants and tickets. The agreement calls for a 20% to 30% additional fee on top of the collections.

Robby Hefton, Assistant City Manger/CFO, added that the company gets paid only if they collect these fees and their payment is in addition to the amount collected for the City.

Mr. Hefton added that typically the company will only receive collectables that are overdue by 180 days or more, however, this policy can be adjusted at will.

Mayor Magers emphasized that this is only for collectables that are outstanding and not being paid.
CONSENT AGENDA.

RES 5302
COLLECTION OF DELINQUENT FEES FOR SERVICES

<u>RESOLUTION NO. 5302 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AMERICAN MUNICIPAL SERVICES FOR THE COLLECTION OF DELINQUENT UTILITY SERVICES, EMERGENCY AMBULANCE SERVICES, AND OTHER SERVICES PROVIDED BY THE CITY OF SHERMAN</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AMERICAN MUNICIPAL SERVICES FOR THE COLLECTION OF DELINQUENT UTILITY SERVICES, EMERGENCY AMBULANCE SERVICES, AND OTHER SERVICES PROVIDED BY THE CITY OF SHERMAN.

Council Member Adami asked for clarification on the proposed agreement.

Mr. Olson said the agreement is for collection of delinquent utility and ambulance bills. It is a 20% collection fee for the amount collected but comes out of the amount received.
CONSENT AGENDA.

RES 5303
WASHINGTON STREET PROJECT

<u>RESOLUTION NO. 5303 – AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH CP&Y, INC. FOR DESIGN OF THE WASHINGTON STREET WEST PROJECT</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH CP&Y, INC. FOR DESIGN OF THE WASHINGTON STREET WEST PROJECT.

Council Member Howeth asked how long the bridge would be closed during the construction project. Jeff Miller, Director of Public Works, said the construction project could last up to six months. Council Members knew the bridge needed to be replaced and the project was very much needed.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5303, as presented. Second by Council Member Howeth.

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

RES 5304
HWY 75 NORTH
WATER MAIN
EXTENSION

RESOLUTION NO. 5304 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH QUALITY EXCAVATION, LTD. FOR THE EXTENSION OF THE U.S. HIGHWAY 75 NORTH WATER MAIN BETWEEN GRAHAM DRIVE AND S.H. 691
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH QUALITY EXCAVATION, LTD. FOR THE EXTENSION OF THE U.S. HIGHWAY 75 NORTH WATER MAIN BETWEEN GRAHAM DRIVE AND S.H. 691.

Mayor Magers verified that this project was the first phase of the Highway 75 Water Main Project and that the estimated construction time for the project was four months and that construction should start in March 2009. Mark Gibson, Director of Utilities, added that the project includes both sides of Highway 75.

Mayor Magers explained that the project will take water and sewer mains along Highway 75 to Highway 691 on both the east and west sides of the highway, which will open the area for future development.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5304, as presented. Second by Council Member Adami.

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

RES 5305
WILLOW STREET
WATER MAIN
REPLACEMENT

RESOLUTION NO. 5305 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TIMOTHY L. MORRIS, P.E. D/B/A MORRIS ENGINEERS FOR DESIGN OF THE WILLOW STREET WATER MAIN REPLACEMENT PROJECT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TIMOTHY L. MORRIS, P.E. D/B/A MORRIS ENGINEERS FOR DESIGN OF THE WILLOW STREET WATER MAIN REPLACEMENT PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 5306 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO AMY COFFMAN FOR THE CONSTRUCTION OF A SWIMMING POOL IN A UTILITY AND DRAINAGE EASEMENT IN BLOCK 3, LOT 7 OF THE PEBBLEBROOK ADDITION, PHASE 1B TO THE CITY OF SHERMAN (1825 PEBBLEBROOK LANE)

RES 5306 SWIMMING POOL ENCROACHMENT (1825 PEBBLEBROOK)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO AMY COFFMAN FOR THE CONSTRUCTION OF A SWIMMING POOL IN A UTILITY AND DRAINAGE EASEMENT IN BLOCK 3, LOT 7 OF THE PEBBLEBROOK ADDITION, PHASE 1B TO THE CITY OF SHERMAN (1825 PEBBLEBROOK LANE).
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD VICE CHAIRMAN GREG KIRKPATRICK AND SEDCO PRESIDENT JOHN BOSWELL

QUARTERLY SEDCO REPORT

Greg Kirkpatrick, Sherman Economic Development Corporation Vice Chairman, presented a quarterly progress report on the Board's activities. He said the volume is down from other years because of the economic conditions. SEDCO has two prospect proposals out for review to two separate companies.

SEDCO continues to follow-up on leads from trade shows they have attended and have been working with local businesses to track how the economy is affecting current jobs.

Council Member Adami asked if they expect low sales tax receipts for the fourth quarter. Mr. Kirkpatrick said they expect the sales tax to continue to slow down, but it probably won't effect anything "on the table."

RECEIVE TOURISM PRESENTATION FROM ASSISTANT CITY MANAGER/CFO ROBBY HEFTON

TOURISM

Mr. Hefton presented a report on the Tourism Department. During the last budget work session, the City Council directed the staff to prepare a plan to bring tourism in-house.

Areas that the staff felt needed more attention include public accountability, a focus on effectiveness, and greater operating efficiencies. The main aim of tourism is to put "heads in beds." He felt tourism should be a marketing function and should work with other local groups such as the Chamber of Commerce, the Sherman Council for the Arts and Humanities, the Downtown Sherman Preservation and Revitalization organization, Austin College, and Grayson County College.

Mr. Hefton felt the City's energy should be focused on doing a few things very well. The plan includes six areas on which the staff is proposing to focus. These include the unique

heritage of the City's cultural and historic assets such as Kidd-Key Auditorium, the Municipal Ballroom, downtown, Austin College, Red River Historical Museum, and the Historic District; conventions and group tours; and festivals and events such as sports tournaments, the Sherman Independent School District, Sherman Youth Sports, Parks and Recreation, and the new facilities at Center Street, Old Settlers Park, and Pecan Grove Park. He also felt the City should be involved in marketing events and not operating events.

Mr. Hefton added that events such as Hot Summer Nights are very successful and the staff was not proposing to discontinue the event. They will be looking for ways to partner with other entities to help leverage programs they already have in place.

Other areas on which to focus include a more efficient Tourism Hospitality Center located in the Touch of Class Antique Mall; a renewed focus on relationships and joint marketing opportunities with the hotel/motel managers, Chamber of Commerce, SCAH, DSP&R, and the Museum; and information feedback from hotels, group tours, and event participants.

Mr. Hefton felt the proposed plan was "a good place to start" and he asked for flexibility to modify the plan as needed. Tourism should be a marketing plan.

He added that the administrative offices for tourism would be located on the same floor as Kidd-Key Auditorium. Moving the facilities to existing facilities will help reduce the administrative costs. In the past, Mr. Hefton said the City has spent almost two-thirds of the budget on administrative activities and one-third on program and marketing activities.

By combing these operations and using City facilities and utilities, only about one-third of the budget should be spent on administrative activities and two-thirds will be available for program and marketing activities. Mayor Magers verified that the proposed $199,000 budget for tourism would be dollars devoted to tourism and is net of all other things including debt service.

Council Member Smith verified that the entire Hotel/Motel Tax Budget is approximately $450,000 with a portion going to debt service and the remainder going to other programs.

Council Member Adami verified that approximately $239,175 was allocated for tourism last year.

Mr. Hefton reiterated that the plan is a starting point and flexibility will be needed so the plan can be modified.

Mayor Magers added that Deputy Mayor Wacker and Council Member Smith spent countless hours on tourism and he

thanked them for their hard work. Council Member Smith also recognized the dedication and hard work of Former Council Member Terrence Steele.

Mayor Magers said Hotel/Motel Tax money is City revenue and the Council is fiscally responsible for those funds. He urged everyone to support the proposed program.

Deputy Mayor Wacker recognized the staff for analyzing the needs and using the strengths to leverage assets. Mayor Magers added that the proposed plan would "free up" $60,000 for the budget.

Council Member Smith recognized Mr. Olson and Mr. Hefton for their work on this transition adding that it might be "rocky." However, services don't need to be duplicated and the focus should be on getting things here instead of working on events.

Dr. Tom Nuckols, 2341 Canyon Creek

Dr. Nuckols commended the philosophy of the tourism report and marketing the City and historical assets, but urged a focus on downtown. Historical assets include not only the downtown area, but the residential area and Kidd-Key Auditorium. Dr. Nuckols said the City is recognizing the historical aspect of Austin College with the Brockett Street improvements.

He presented ideas he has for more effectively marketing and using the resources and collaboration. He added that members of Downtown Sherman Preservation and Revitalization have some concerns.

He did not feel that DSP&R had adequate input in the decision to move the information center and he felt it was vital to keep the center on the downtown square where it would have high visibility. He added that the idea to use Touch of Class Antique Mall was his idea.

Dr. Nuckols said the City has stopped the funding for a staff member for DSP&R and because of this they are trying to reorganize. They are having difficulty in getting volunteers involved.

According to Dr. Nuckols, one reason they are having trouble getting volunteers is that they have tried for years to get flower boxes in the downtown area.

Mayor Magers said the City has never made a promise to DSP&R that they haven't kept. The Council has done everything they promised and are currently working on the program. He added that the City has waited on DSP&R to present a plan for the planter boxes. The bonds for street lighting should be issued after the first of the year.

Dr. Nuckols said the continued discussions have discouraged participation by volunteers. He said the latest study commissioned with focus groups placed a priority emphasis on economic development, aesthetics, and on downtown Sherman.

Dr. Nuckols linked these areas with tourism. He said there is a tremendous opportunity to link these areas by focusing on the aesthetics of downtown Sherman and on the Brockett Street improvements. He urged that beautification of the corridors be emphasized, including large signs directing visitors to the downtown area.

He added that the façade of some of the downtown buildings is in terrible shape and something needs to be done to restore them. Dr. Nuckols said a focus needs to be placed on improving the aesthetics of the downtown area. Two of the three restaurants in downtown have now closed.

Mayor Magers said improvements were made to these buildings through a grant program that gave capital for matching funds and these improvements will be available for future investors. He added that the City has also addressed some public parking issues.

Mayor Magers said the City is taking steps and moving forward and by working together and continuing the dialogue they will continue to move forward. Downtown Sherman is a priority for the City Council.

Larry Morriss, 1404 Bentbrook Lane
Mr. Morriss currently serves as the Treasurer for the Sherman Symphony Board and he requested a change in funding for the entity. In the past they have relied on funding from private foundations; however that is becoming harder to find today.

In April 2008, Mr. Morriss said he approached the City Council to try to obtain additional funding from the Hotel/Motel Tax Fund, similar to what is given to the Red River Historical Museum. This would include a separate line item from Hotel/Motel Tax which would give them a more stable footing on which to base their operations.

The Sherman Symphony Board's operational budget is approximately $60,000 annually. In the past they have operated from the interest off a trust fund, however that trust fund has been reduced because of the economy and they can't afford to pull from the interest anymore.

Mr. Morriss asked the City Council to consider funding up to $20,000 annually for the Sherman Symphony Board. They also receive $5,000 annually from the Sherman Council for the Arts and Humanities. He added that they would be willing to report annually to the City Council.

Mayor Magers said by putting the Hotel/Motel Tax funding under the City staff, the Council hopes to depoliticize the funding process. He asked Mr. Hefton to meet with Mr. Morriss and to prepare a staff recommendation for the Council.

SET CALLED COUNCIL MEETINGS

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR TUESDAY, JANUARY 20, 2009 AND TUESDAY, FEBRUARY 17, 2009, DUE TO CONFLICT WITH FEDERAL HOLIDAYS

Mayor Magers verified that the City of Sherman is open on Dr. Martin Luther King, Jr. Day and on President's Day. In the past the City Council has moved Council Meetings on those holidays to the following Tuesday. Mr. Olson said last year there was discussion from the City Council about not moving those days since the City is open anyway.

Most Council Members felt that it made since to leave the Council Meetings on Monday because the City was open anyway.

APPROVE FINAL PLAT O'HANLON RANCH ESTATES, PHASE 3

FINAL PLAT APPROVAL OF O'HANLON RANCH ESTATES, PHASE 3; DGR DEVELOPMENT GROUP, LTD., OWNERS; VILBIG & ASSOCIATES, INC., ENGINEERS; AND SARTIN & ASSOCIATES, SURVEYORS [3000-3100 BLOCKS OF OVERLAND TRAIL, 2500-2800 BLOCKS OF F.M. 1417 NORTH (HERITAGE PARKWAY) AND THE 100 BLOCK OF SHADY OAKS LANE]

The City Council approved the Final Plat of the O'Hanlon Ranch Estates, Phase 3. The owner would like to plat the property into 41 lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

DSP&R

DOWNTOWN SHERMAN PRESERVATION AND REVITALIZATION

Council Member Smith said he has been involved with DSP&R for about two and a half years and while Dr. Nuckols may believe that the City Council has "turned a deaf ear" to downtown, that is not true. For a year and a half he attended the meetings on a monthly basis and heard the discussion about the planter boxes.

A plan was developed for the planter boxes probably contrary to what some of the members wanted, but something had to be done.

Council Member Smith added that only a month ago members discussed new park benches, light poles, and

trash receptacles and Dr. Nuckols has chosen to disregard this discussion.

Council Member Smith said while Dr. Nuckols has great intentions, he felt that he misspoke greatly today.

MERRY CHRISTMAS

<u>MERRY CHRISTMAS</u>
Council Member Adami wished everyone a Merry Christmas. Council Member Smith urged citizens to remember the reason for the season. Deputy Mayor Wacker also wished everyone a wonderful holiday season and a Merry and Blessed Christmas.

DSP&R

<u>DOWNTOWN SHERMAN PRESERVATION AND REVITALIZATION</u>
Deputy Mayor Wacker thanked Council Member Smith for his comments concerning DSP&R and said she felt the entire Council has been a team in trying to move things forward in downtown. She added that they also view all the groups they have worked with as partners. Progress has been made and she urged citizens to come forward with their ideas. As money permits and as the plan is appropriate, the Council will move forward.

MERRY CHRISTMAS

<u>MERRY CHRISTMAS</u>
Council Member Softly wished everyone a Merry Christmas.

<u>STORM DAMAGE</u>
Council Member Howeth referenced the storm damage that the City of Denison recently suffered. She has received many questions about Sherman's alert system and the condition of the sirens, since Denison doesn't have a warning system.

Mr. Olson said Sherman's outdoor warning system is in excellent condition. About a year ago the City upgraded to a system that can be tested silently. He confirmed with Fire Chief Jeff Jones that the City performs an audible test of the sirens on the first Wednesday of each month, weather permitting. The system is also tested silently four times a day.

Council Member Howeth wished everyone a Merry Christmas and a safe holiday season

DSP&R

<u>DOWNTOWN SHERMAN PRESERVATION AND REVITALIZATION</u>
Deputy Mayor Magers said the opportunity for citizens to be heard without going through a filter is what makes local government so great. He added that Dr. Nuckols is passionate about downtown.

The Council has set Hotel/Motel Tax money aside to do certain things, including downtown restoration. He said he stands by that policy and doesn't feel that it is appropriate to use General Fund dollars to benefit a specific portion of Sherman.

The Hotel/Motel Tax Fund allows the Council to do things that might otherwise be out of reach for the downtown area. It's never fast enough and you always want to do more, but funds are limited.

ADJOURNMENT

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

ADJOURNMENT

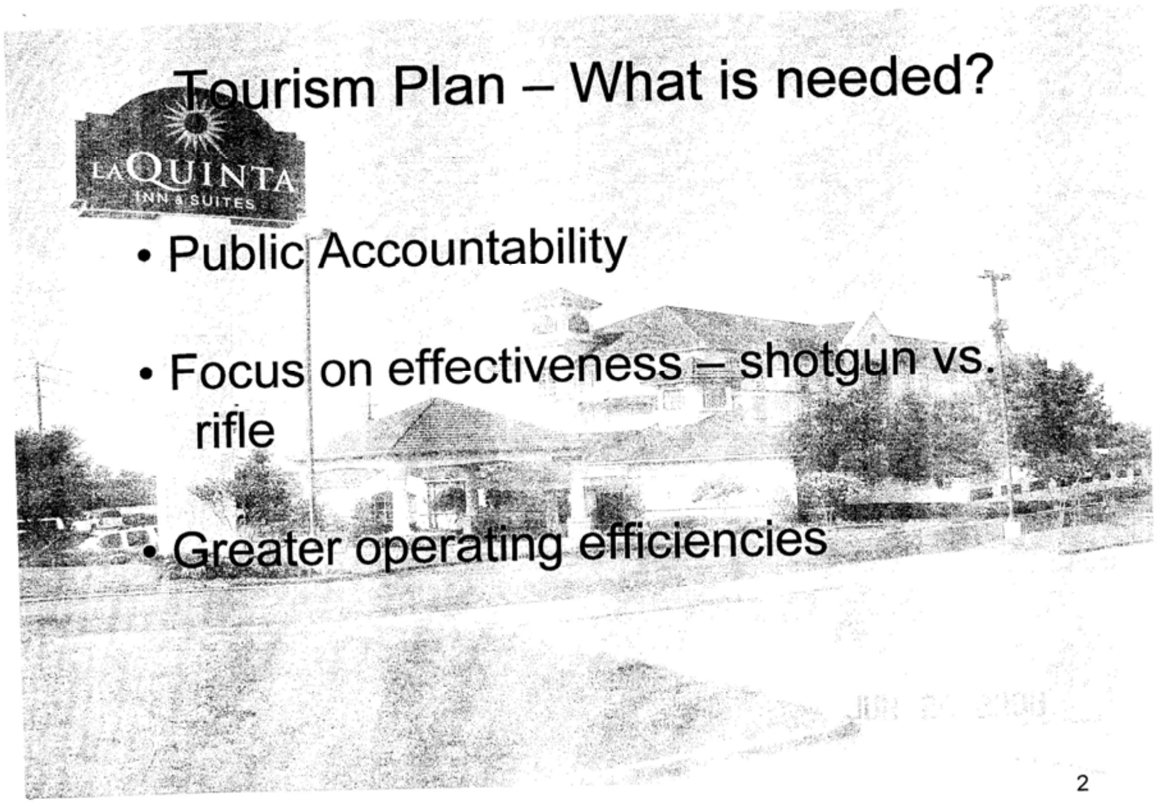
____
MAYOR

____
CITY CLERK

Tourism Plan

Tourism Plan – What is needed?

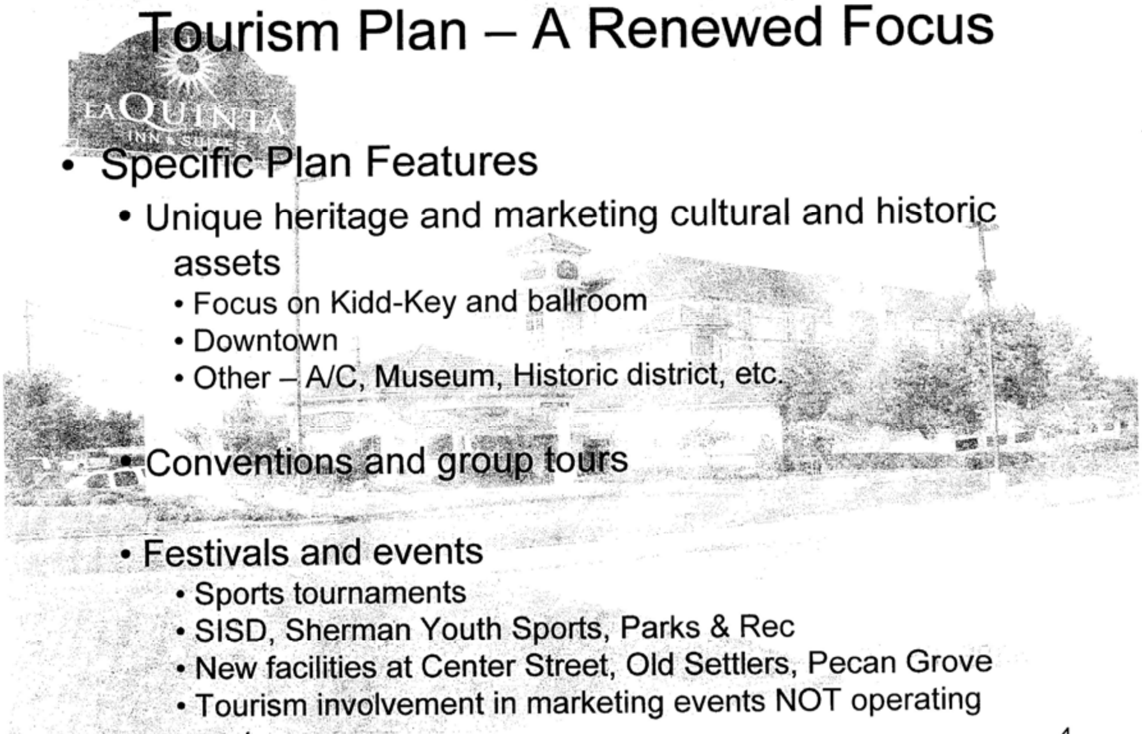
- Public Accountability
- Focus on effectiveness – shotgun vs. rifle
- Greater operating efficiencies



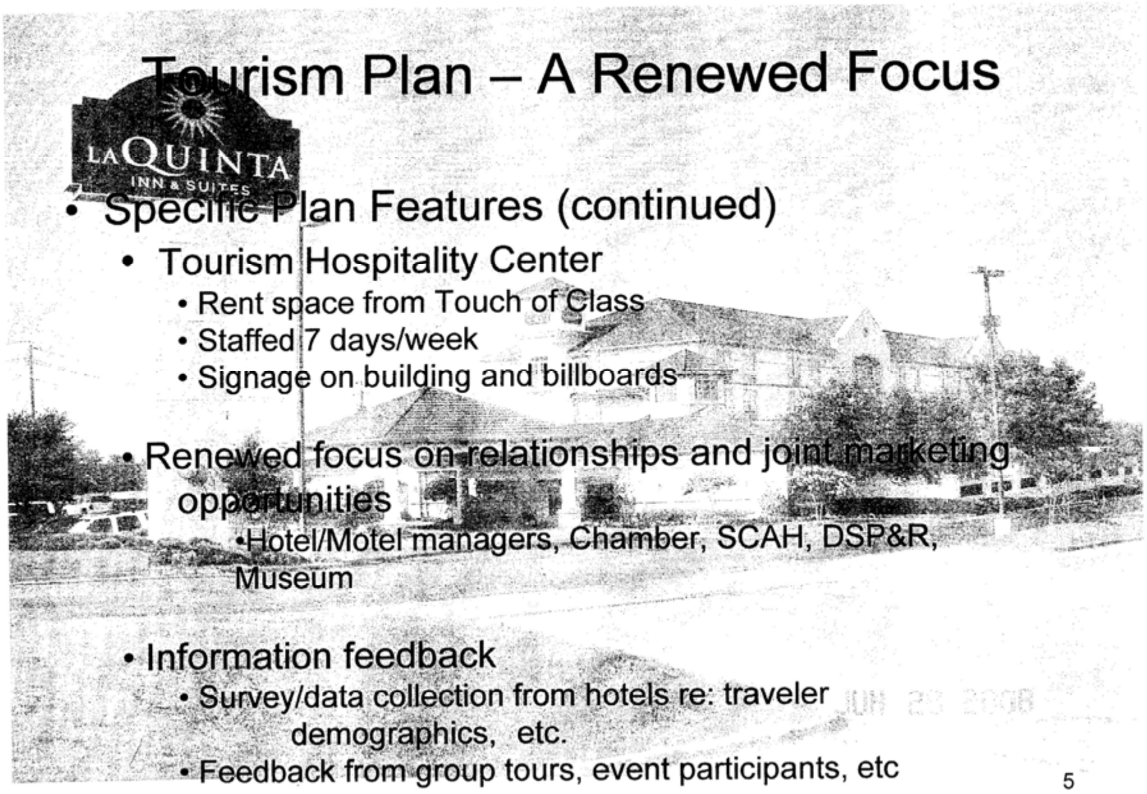
Tourism Plan – A Renewed Focus

- First things first – Heads in beds
- Tourism as a marketing function
- Synergies with other groups (Chamber, SCAH, DSP&R, Austin College, Grayson College, etc)

Tourism Plan – A Renewed Focus



- Specific Plan Features
  - Unique heritage and marketing cultural and historic assets
    - Focus on Kidd-Key and ballroom
    - Downtown
    - Other – A/C, Museum, Historic district, etc.
  - Conventions and group tours
  - Festivals and events
    - Sports tournaments
    - SISD, Sherman Youth Sports, Parks & Rec
    - New facilities at Center Street, Old Settlers, Pecan Grove
    - Tourism involvement in marketing events NOT operating events



Tourism Plan – A Renewed Focus

- Specific Plan Features (continued)
  - Tourism Hospitality Center
    - Rent space from Touch of Class
    - Staffed 7 days/week
    - Signage on building and billboards

- Renewed focus on relationships and joint marketing opportunities
  - Hotel/Motel managers, Chamber, SCAH, DSP&R, Museum

- Information feedback
  - Survey/data collection from hotels re: traveler demographics, etc.
  - Feedback from group tours, event participants, etc

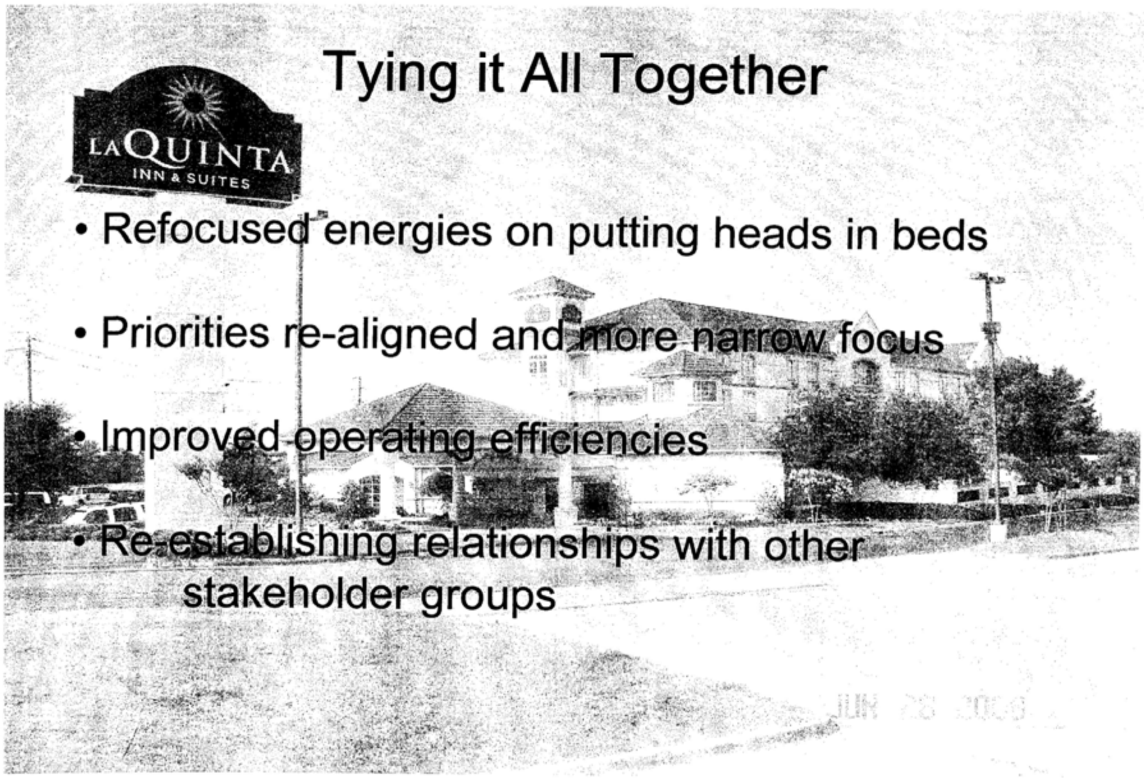
JUN 23 2008

Tourism Plan – Administration and Finance

- Budget
  - $199k overall
    - (1/3) $70k salaries, benefits, office, other admin
    - (2/3) $129k marketing and program expenses
- Staffing
  - 1 Full-time employee
  - Admin support provided by City staff
- Administrative Office
  - Located in Municipal Building – close to Kidd-Key/ballroom
  - Shared admin support resources, maintenance, etc.
  - Reducing operating costs, available space
  - 1/3 of inquiries are walk-ins, remainder are by mail, email, website, phone, etc.

Tourism Plan – Marketing and Program Expenses

- Marketing and Program Expenses
  - Continue Hot Summer Nights, w/ reduced involvement on logistics
  - Sports Tournaments – e.g.,SISD, A/C, Grayson College
  - Group Tours/Conventions
  - Marketing brochures
  - Grants
  - Events
  - Web-site


Tying it All Together
LAQUINTA
INN & SUITES
• Refocused energies on putting heads in beds
• Priorities re-aligned and more narrow focus
• Improved operating efficiencies
• Re-establishing relationships with other stakeholder groups

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. A.5

PROCLAMATION
"Dr. Martin Luther King, Jr. Day" – January 19, 2009

Issue
To present a proclamation designating Monday, January 19, 2009 as "Dr. Martin Luther King, Jr. Day"

Background
Each year, local organizations in the community sponsor events to celebrate Dr. Martin Luther King, Jr. Day.

Origination
The request for this proclamation originated with the City Manager's Office.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming Monday, January 19, 2009 "Dr. Martin Luther King, Jr. Day".

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Dr. Martin Luther King, Jr. Day" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, Dr. Martin Luther King, Jr., clergyman and civil rights leader, worked by peaceful means to bring about social, political and economic equality for all Americans, and

WHEREAS, through many nonviolent demonstrations and marches, Dr. King was able to gain support for the struggle for equality, and

WHEREAS, in honor of Dr. King's efforts, a national holiday has been set aside to honor this great man and his accomplishments, and

WHEREAS, local organizations in Sherman sponsor several events to honor Dr. King and to recognize his accomplishments and the changes that are a result of his work.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January 19, 2009

DR. MARTIN LUTHER KING, JR. DAY

in the City of Sherman and encourage all citizens to remember this great man and his contributions to the freedom that all persons of our nation enjoy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 5th day of January, 2009.

____
Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5583
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-2 (General Commercial) District at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition (Outpost/Lazy L Enterprises, Owners)

Issue

To consider the request of Outpost/Lazy L Enterprises (Owners) concerning the property located at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition, to change the zoning from a C-1 (Retail Business) District to a C-2 (General Commercial) District

Background

The property is located at 1905 East Lamar Street, the northeast corner of Burdette and Lamar. The owners recently purchased the property. They have cleaned it up, replaced the chain link fence with a privacy fence, and painted and upgraded the building. They would like to operate an automotive repair business at this location.

Origination

Outpost/Lazy L Enterprises (Owners)

Board Recommendation

At the December 16, 2008 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5583
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5583

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT AT 1905 EAST LAMAR STREET, BEING LOTS 5 AND 7, BLOCK 17 OF THE CHRISTIAN COLLEGE ADDITION (OUTPOST/LAZY L ENTERPRISES, OWNERS); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-2 (General Commercial) District at 1905 East Lamar Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 5 and 7, Block 17 of the Christian College Addition.

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

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

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

INTRODUCED on this the _____________ day of _________________, 2009.

ADOPTED on this the ________________ day of _________________, 2009.

EFFECTIVE DATE on this the _________ day of _________________, 2009.

CITY OF SHERMAN, TEXAS

BY: ______________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ____________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
INTERIM CITY ATTORNEY

LEGEND

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

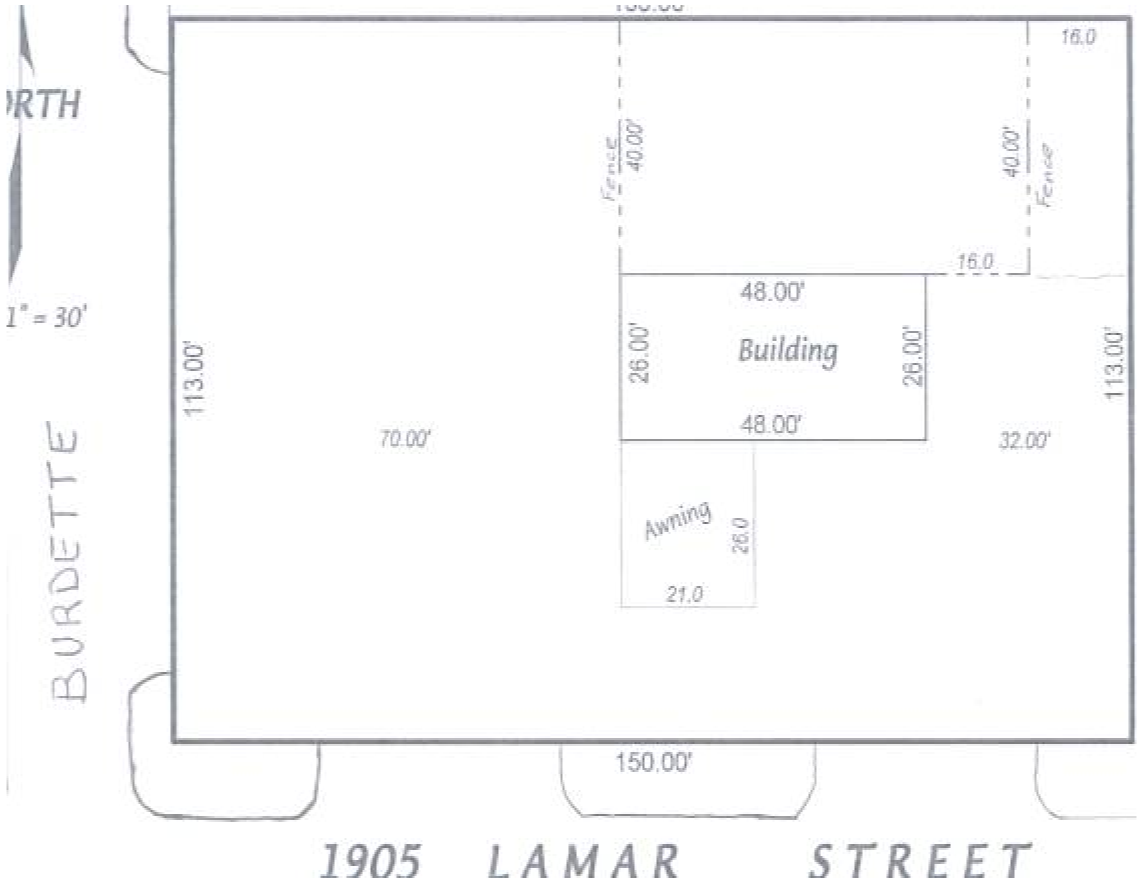
1905 E. LAMAR STREET

Department of Developmental Services


BURDETTE
HOUSTON
ANDREWS
BURDETTE
Sherman
LAMAR
WANDA

1905 E. Lamar


ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7232
12/01/2008



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BURDETTE
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Fence
40.00'
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Fence
16.0
16.0
48.00'
26.00'
Building
26.00'
48.00'
32.00'
113.00'
Awning
26.0
21.0
150.00'
1905 LAMAR STREET

BEFORE

AFTER

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

December 16, 2008

Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner
Don Hicks, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1905 East Lamar Street
Being Lots 5 & 7, Block 17 of Christian College Addition
Zone Change, Specific Use Permit & Exception

Requested Action/Proposed Use:
Planning and Zoning Commission
Zone change from a C-1 (Retail Business) District to a C-2 (General Commercial) District and Specific Use Permit and site plan approval to allow automotive repair in a C-2 (General Commercial) District.
Board of Adjustments
Exception to allow existing building finishes in lieu the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way in a C-2 (General Commercial) District.

Background
The property is located at 1905 East Lamar Street, the northeast corner of Burdette and Lamar. The owners recently purchased the property; they have cleaned it up, replaced the chain link fence with a privacy fence and painted and upgraded the building. They would like to operate an automotive repair business at this location.

Adjacent Zoning:
C-1 (Retail Business) District.

Origination:
Outpost/Lazy L Enterprises (Owners)

Master Plan Designation:
Retail/Commercial

Number of notices mailed:
17

Objections received:
0

Attachments:
Location map, Photographs, Site Plan, Staff Review

Prepared by:
Patsy Reeves, Development Services Secretary

Approved by:
Scott Shadden, Development Services Director

STAFF REVIEW LETTER

December 11, 2008

Outpost/Lazy L. Enterprises
1803 Forest Hills
McKinney, TX 75070

Robert C. Brands
1803 Forest Hills
McKinney, TX 75070

Dear Applicants,

Your request for a zone change from a C-1 (Retail Business) District to a C-2 (General Commercial) District and Specific Use Permit and site plan approval to allow automotive repair in a C-2 (General Commercial) District located at 1905 East Lamar Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 16, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

<u>Zoning:</u>

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

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

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

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

Respectfully,

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

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

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5584
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair in a C-2 (General Commercial) District at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition (Outpost/Lazy L Enterprises, Owners); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

Issue
To consider the request of Outpost/Lazy L Enterprises (Owners) concerning the property located at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition, to allow automotive repair in a C-2 (General Commercial) District

Background
The property is located at 1905 East Lamar Street, the northeast corner of Burdette and Lamar. The owners recently purchased the property. They have cleaned it up, replaced the chain link fence with a privacy fence, and painted and upgraded the building. They would like to operate an automotive repair business at this location.

Origination
Outpost/Lazy L Enterprises (Owners)

Board Recommendation
At the December 16, 2008 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments
Ordinance No. 5584
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5584

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOTIVE REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1905 EAST LAMAR STREET, BEING LOTS 5 AND 7, BLOCK 17 OF THE CHRISTIAN COLLEGE ADDITION (OUTPOST/LAZY L ENTERPRISES, OWNERS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Outpost/Lazy L Enterprises (Owners) are granted a Specific Use Permit to allow automotive repair in a C-2 (General Commercial) District at 1905 East Lamar Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 5 & 7, Block 17 of Christian College Addition.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is granted.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).

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

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

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

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

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

INTRODUCED on this the _____________ day of _________________, 2009.

ADOPTED on this the ________________ day of _________________, 2009.

EFFECTIVE DATE on this the _________ day of _________________, 2009.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ____________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ____________________________________
INTERIM CITY ATTORNEY

LEGEND

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SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT
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1905 E. LAMAR STREET

Department of Developmental Services


BURDETTE
HOUSTON
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ADDITIONAL
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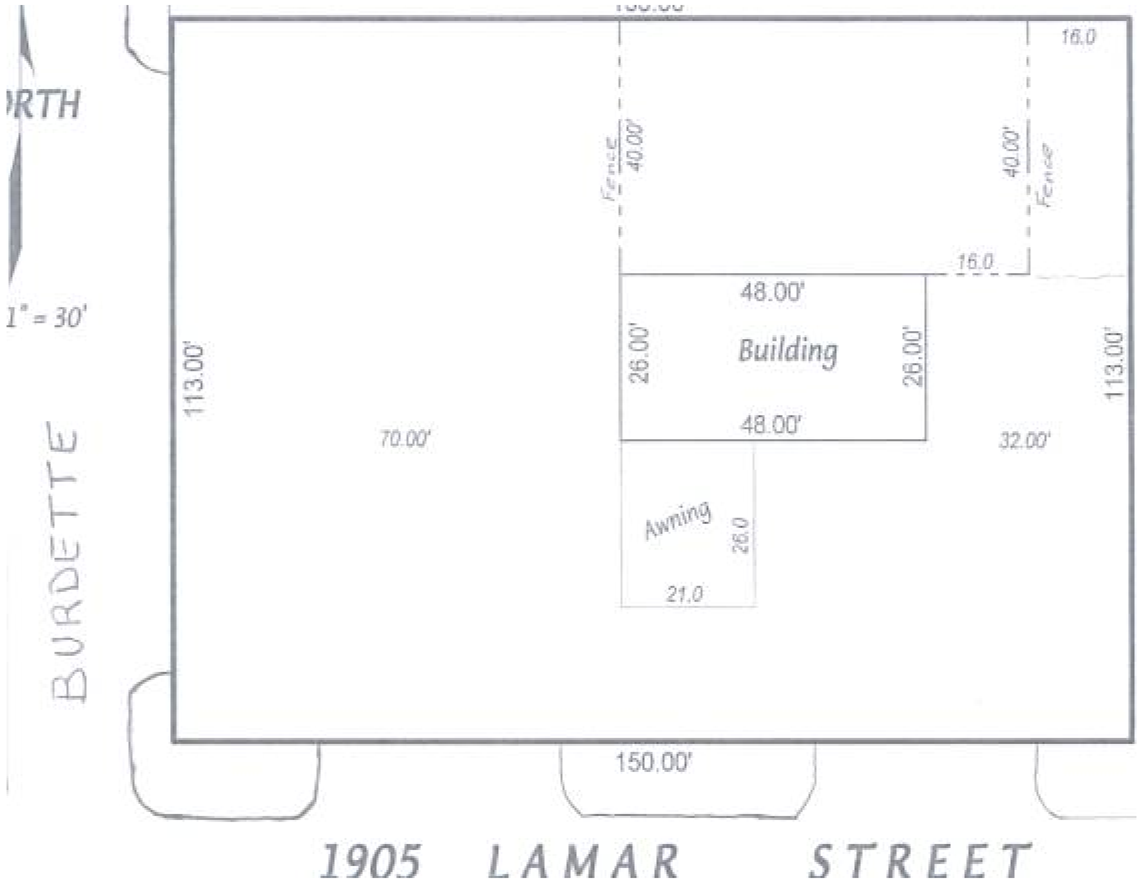

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Agenda Communication Form

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1905 East Lamar Street
Being Lots 5 & 7, Block 17 of Christian College Addition
Zone Change, Specific Use Permit & Exception

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Adjacent Zoning:
C-1 (Retail Business) District.

Origination:
Outpost/Lazy L Enterprises (Owners)

Master Plan Designation:
Retail/Commercial

Number of notices mailed:
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Objections received:
0

Attachments:
Location map, Photographs, Site Plan, Staff Review

Prepared by:
Patsy Reeves, Development Services Secretary

Approved by:
Scott Shadden, Development Services Director

STAFF REVIEW LETTER

December 11, 2008

Outpost/Lazy L. Enterprises
1803 Forest Hills
McKinney, TX 75070

Robert C. Brands
1803 Forest Hills
McKinney, TX 75070

Dear Applicants,

Your request for a zone change from a C-1 (Retail Business) District to a C-2 (General Commercial) District and Specific Use Permit and site plan approval to allow automotive repair in a C-2 (General Commercial) District located at 1905 East Lamar Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 16, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

<u>Zoning:</u>

1. All aspects of the C-2 (General Commercial) District and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from front street right-of-way unless an exception is granted.
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5. Parking is permitted on paved surfaces only.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5585
Providing for Permanent "No Parking" Signs Restricting Parking along Portions of West Fern Street within the City Limits of the City of Sherman

Issue
To introduce an ordinance and seek public input concerning the establishment of parking restrictions along the south side of the 800 block of West Fern Street

Background
In September 2008, a resident complaint was received indicating that the 800 block of West Fern Street was too narrow to allow parking on both sides. The Street Department evaluated the situation and confirmed that, based upon the amount of on-street parking in the 800 block, the street was too narrow for the safe passage of vehicles. On September 29, 2008, three "No Parking" signs were installed on the south side of the 800 block. The "No Parking" signs have been up for 90 days; and no complaints have been received.

Origination
Citizen Complaint and Public Works Department

Financial Consideration
A total of three signs were installed. Material and labor to install these signs was $204.00.

Staff Recommendation
Adopt the proposed ordinance to provide for the enforcement of "No Parking" along the south side of the 800 block of West Fern Street.

Alternatives
Those as may be recommended by the City Council

Attachments
Ordinance No. 5585
Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5585

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "NO PARKING" SIGNS RESTRICTING PARKING ALONG PORTIONS OF WEST FERN STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent "NO PARKING" signs shall be in place at the following locations within the corporate limits of the City of Sherman:

Along the south side of the 800 block of West Fern Street as shown by Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

INTRODUCED on this the _____________ day of _________________, 2009.

ADOPTED on this the ________________ day of _________________, 2009.

EFFECTIVE DATE on this the _________ day of _________________, 2009.

CITY OF SHERMAN, TEXAS

BY: ______________________________

BILL MAGERS, MAYOR

ATTEST:

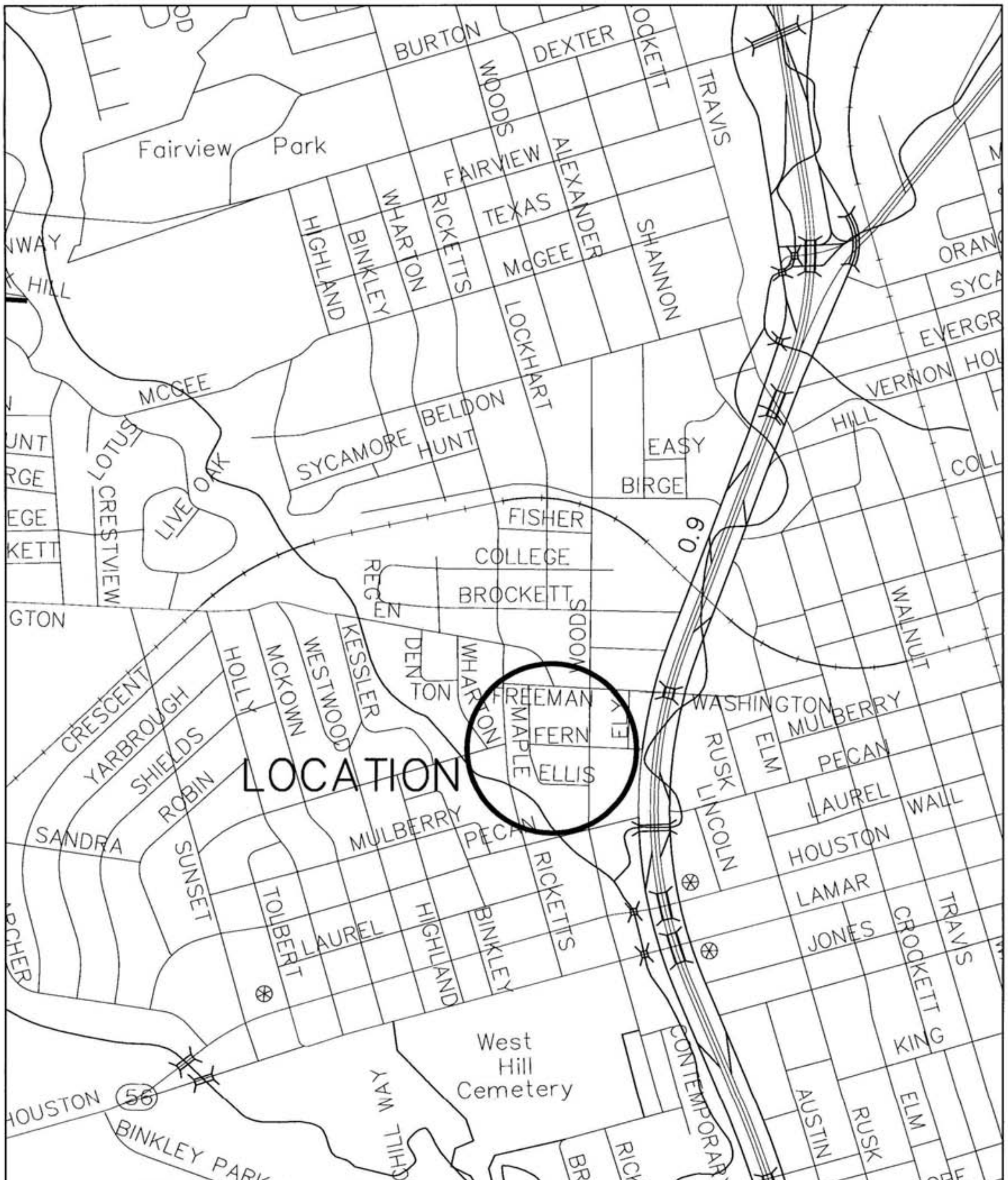
BY: ______________________________

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________

INTERIM CITY ATTORNEY



800 BLOCK OF WEST FERN ST.
NO PARKING SIGNS

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Numbers: 5583, 5584 and 5585

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5583
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-2 (General Commercial) District at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition (Outpost/Lazy L Enterprises, Owners)

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5584
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair in a C-2 (General Commercial) District at 1905 East Lamar Street, being Lots 5 and 7, Block 17 of the Christian College Addition (Outpost/Lazy L Enterprises, Owners); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5585
Providing for Permanent "No Parking" Signs Restricting Parking along Portions of West Fern Street within the City Limits of the City of Sherman

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

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.1 * RESOLUTION NO. 5307
Authorizing Execution of an End User License Agreement with AFIX Technologies, Inc. for an AFIX Tracker Remote Workstation to be Used for Advanced Fingerprint Analysis in Criminal Investigation by the Sherman Police Department

C.2 * RESOLUTION NO. 5308
Authorizing the Purchase of a Motorola Console Radio through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Police/Fire Dispatch Communication Services

D.1 * REQUEST TO ADVERTISE
Police Uniforms

D.3 * OTHER BUSINESS
Final Plat Approval of Cupid Broughton Two Addition; Barton Capital, Ltd., Owner, and Sartin & Associates, Surveyors (1201 and 1205 North Broughton Street)

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. C.1

**** RESOLUTION NO. 5307***

Authorizing Execution of an End User License Agreement with AFIX Technologies, Inc. for an AFIX Tracker Remote Workstation to be Used for Advanced Fingerprint Analysis in Criminal Investigation by the Sherman Police Department

Issue

To authorize an agreement between the City of Sherman and AFIX Technologies, Inc. regarding the use of an AFIX (Automated Fingerprint Identification System) Tracker Remote Workstation for advanced fingerprint analysis in the Sherman Police Department (SPD)

Background

The SPD and the Grayson County Sheriff's Office (GCSO) currently cooperate and enjoy the use of an AFIX Tracker Workstation located in the GCSO. This arrangement benefits both the SPD and the GCSO. The AFIX remote workstation, located at the SPD, will allow SPD investigators access to the main AFIX workstation, located at the GCSO, via a VPN internet connection.

Origination

Sherman Police Department

Financial Consideration

The annual maintenance fees for this license agreement are $2,925.00.

Staff Recommendation

It is recommended that the City Council approve the resolution and authorize the execution of this End User License Agreement.

Alternatives

The City Council could decide not to approve this agreement or could change its terms and/or provisions.

Attachments

Resolution No. 5307
End User License Agreement with AFIX Technologies, Inc.

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN END USER LICENSE AGREEMENT WITH AFIX TECHNOLOGIES, INC. FOR AN AFIX TRACKER REMOTE WORKSTATION TO BE USED FOR ADVANCED FINGERPRINT ANALYSIS IN CRIMINAL INVESTIGATION BY THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager or his designee be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the Interim City Attorney, to execute an End User License Agreement with AFIX Technologies, Inc. for an AFIX Tracker Remote Workstation to be used by the Sherman Police Department for advanced fingerprint analysis in criminal investigation, 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 ________________, 2009.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
INTERIM CITY ATTORNEY

END USER LICENSE AGREEMENT

This Agreement is between AFIX Technologies, Inc., a Kansas Corporation, ("Licensor") and the undersigned "Licensee".

1. General. "You" and "Your" refer to the Licensee.

2. License. Licensor grants you a nonexclusive license to use the Program(s) listed on Schedule A (Program Description), which will be installed by Licensor on the Computer Equipment listed on Schedule B (Computer Equipment Description). Unless otherwise authorized in writing by Licensor, you may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering service bureau or similar services to, any entities or organizations other than Licensee.

3. Object Code. The Program(s) are provided in and may be used in machine-readable object code form only.

4. Single Copy. Unless otherwise authorized in writing, you may install, use, and execute only one (1) copy of each Program on only one (1) computer at a time.

5. Back-up Copies. You may make a copy of each Program CD in machine-readable, object code form, for archival, nonproductive, backup purposes only, provided that you reproduce and include Licensor's notices on each backup copy. Each backup copy must be stored in a safe and secure location. All copies of all Programs must be accounted for upon Licensor's request and delivered to Licensor immediately upon termination of this Agreement. If the archival CD is broken or lost, a replacement is available under Licensor's Service and Support.

6. End User Materials. End User Materials that accompany the Program(s) are provided solely to support your authorized use of the Program(s). You may not use, copy, modify, or distribute the End User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor by separate written agreement.

7. Delivery and Installation. Licensor will use its best efforts to deliver and install each Program in accordance with the Implementation Schedule C. Licensor will not be responsible for delays caused by events or circumstances beyond its reasonable control. Installation shall be complete when a copy of the Program has been installed on your computer system at the Designated Location and the executability of the Program on such computer system has in Licensor's judgment been sufficiently demonstrated. Completion of installation shall constitute your acceptance of the license for the Program, but shall not affect any warranties still in effect under Paragraph 16.

8. License Fees. You agree to pay the License Fees for your license of a Program upon installation of the Program and/or purchase amounts for the Computer Equipment pursuant to Schedule D.

9. Other Charges. License Fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, consulting services requested by End User, shipping charges, or the costs of the Computer Equipment and any other recommended hardware. Title to the Computer Equipment will transfer to you upon installation. You agree to pay such fees and costs, when and as the services are rendered, the expenses are incurred and/or the Computer Equipment is delivered, as invoiced by Licensor. Licensor reserves the right to require prepayment or advance deposit for services or expenses in some instances. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s) and the Computer Equipment.

10. Late Charges. If any fee or cost is not paid within thirty (30) days after it is due, Licensor may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law) from the date such fee or charge first became due.

11. Service and Support. Upon expiration of the warranty period indicated in Paragraph 16, Licensor's responsibility to maintain the Program(s) shall end unless you enter into a Service and Support Agreement offered by Licensor. Upgrades to the Program(s) will be provided to you at no additional cost under the Service and Support Agreement. In the event that you request consulting services that are beyond the scope of this Agreement and the Service and Support Agreement, Licensor may provide such services or recommend appropriate outside consultants. In all cases, fees for such services will be charged at Licensor's standard rates and you will be responsible for paying such fees, plus any necessary travel and living expenses.

12. Customer Responsibilities. You are responsible for the following actions:

1. Determining whether the Program(s) will achieve the results you desire;

2. Providing a proper environment and proper utilities for the Computer Equipment on which the Program(s) operate, including an uninterrupted power supply;

3. Selecting and training your personnel so they can operate the Computer Equipment and are familiar with the accounts and records that serve as input and output for the Program(s); and

4. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the Computer Equipment on which they run non-operational.

Licensor reserves the right to charge additional service fees if an operator seeks assistance with respect to such basic information or any other matters not directly relating to the operation of the Program(s). Licensor does not hold itself out as a professional expert and adviser regarding your computer or information needs. Licensor is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

13. Proprietary Protection. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications and enhancements thereto (including ownership of all patent rights, copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use. You will not delete, remove or obscure notices regarding Licensor's proprietary rights from the Program(s), Computer Equipment or End User Materials.

14. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program(s) or End User Materials (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Program(s). Your license may not be transferred, leased, assigned, or sublicensed without Licensor's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of your entire business who assumes the obligations of this Agreement in writing. You may not install the Program(s) without Licensor's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations. You authorize Licensor to enter your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

15. Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licensor shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

16. Warranty. Licensor warrants for a period of thirty (30) days after installation of each Program, for your benefit alone, that such Program, when operated with the Computer Equipment and in the operating environment specified by Licensor, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. Licensor does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide Licensor with sufficient detail to allow Licensor to reproduce the defect or error. As your exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as Licensor's entire liability in contract, tort, or otherwise, Licensor will correct such error or defect at Licensor's facility by issuing corrected instructions, a restriction, or a bypass. If Licensor is unable to correct such defect of error after a reasonable opportunity, Licensor will refund the license fees paid for such Program. However, Licensor is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program you have modified, misused, or damaged. Licensor makes no warranties for the Computer Equipment. Licensee is referred to the manufacturer(s) of the Computer Equipment for warranty claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, LICENSOR SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of Licensor to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all license fees paid to Licensor for the relevant Program(s) or services within the prior year. This limitation shall not apply to the indemnification provided in Paragraph 18. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

18. Indemnification. If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, Licensor will (as long as you are not in default under this Agreement or any other agreement with Licensor) defend you against such claim at Licensor's expense and pay all damages that a court finally awards, provided that you promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensor may, at its option, secure for you the right to continue to use the Program(s), modify or replace the Program(s) so they are non-infringing, or, if neither of the foregoing options is available in Licensor's judgment, require you to return the Program(s) for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license. However, Licensor has no obligation for any claim based on a modified version of the Program(s) or their combination, operation, or use with any product, data, or apparatus not provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

19. US GOVERNMENT RESTRICTED RIGHTS LEGEND If the Program(s) and accompanying End User Materials are acquired by or on behalf of a unit or agency of the United States Government this provision applies. This Program(s) and End User Materials: (a) were developed at private expense, and no part of it was developed with government funds,

(b) are trade secrets of Licensor for purposes of the Freedom of information Act, (c) are "commercial computer software" subject to limited utilization as provided in the contract between the vendor and the government entity, and (d) in all respects are proprietary data belonging solely to Licensor.

For units of the Department of Defense (DOD), the software product referred to as the Program(s) and End User Materials is provided only with the rights in this license Agreement and RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to the DOD Federal Acquisition Regulation ("FAR") Supplement 252.227-7013(c)(1)(i) (October 1988). Documentation is provided only with the rights in this License Agreement and Limited Rights. Use, duplication or disclosure by the Government is subject to the DOD Federal Acquisition Regulation ("FAR") Supplement 252.227-7013(b)(3). Contractor/manufacturer is AFIX Technologies, Inc., 205 N. Walnut St., Pittsburg, Kansas 66762.

If the Program(s) and End User Materials are acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any insignia or lettering from Program(s) and End User Materials that are provided or from providing copies of manuals or media (except for one copy for backup purposes or as otherwise explicitly provided in this Agreement) and:

a) title to an ownership of the Program(s) and any reproduction thereof shall remain with AFIX Technologies, Inc.;
b) use of the Program(s) shall be limited to the facility for which it is acquired; and
c) if the use of the Program(s) is discontinued at the installation specified in the purchase/delivery order and the Government desires to use it at another location, it may do so by giving prior written notice to AFIX Technologies, Inc. specifying the type of computer and new location site.

Government personnel using the Program(s) and End User Materials, other than under a DOD contract or GSA Schedule, are hereby on notice that the Program(s) is supplied only with Restricted Rights as provided in Federal Acquisition Regulation 52.227-19 (May, 1987) and the accompanying documentation is supplied only with Limited Rights as provided in FAR 52.227-14 (June, 1987).

20. Additional Terms for Certain Licensed Programs. In the event that specific Programs and End User Materials are generally licensed by Licensor pursuant to additional or different terms than those contained in this Agreement, reference shall be made thereto in the Program Description. Licensor shall, upon request, furnish a copy of such terms and conditions to Licensee on or before delivery of the Licensed Programs to Licensee. If Licensee does not wish to accept such additional or different terms, Licensee shall, prior to any use of the Licensed Programs or End User Materials delivered pursuant to such Program Order, return the same, at Licensee's expense, to Licensor whereupon the Program Order shall be deemed canceled. Such additional or different terms shall be considered accepted by Licensee in the event that Licensee commences use of the Licensed Programs or End User Materials or pays any portion of the fees and charges due with respect thereto. In the event of a conflict between such terms and the terms hereof, such additional or different terms shall control with respect to the specific Licensed Programs to which such additional or different terms apply.

21. Default. Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Licensor, Licensor may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), provided that it first gives you fifteen (15) days' prior notice in order to permit you to cure your default.

22. Termination. Upon termination of this Agreement as a result of your uncured default, or upon your filing of a petition in bankruptcy, or a petition in bankruptcy being filed against you, or your making an assignment for the benefit of your creditors, your license will immediately terminate, and you are required to immediately return or destroy, as requested by Licensor, all copies of the Program(s) in your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to certify your compliance with such requirement upon Licensor's request.

23. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either from program personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

24. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas as it applies to a contract made and performed in such state. Licensee consents to jurisdiction and venue in the applicable federal and state courts in Kansas and waives any challenge to personal jurisdiction.

25. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

LICENSOR	LICENSEE
AFIX Technologies, Inc. 205 N. Walnut Pittsburg, KS 66762	Sherman Police Department 317 South Travis Sherman, TX 75090
Joan Vitt Joan Vitt, CEO	By_______________
12/07/08 Date	_______________ (print name, title)
	_______________ Date

AFIX Tracker RW
Remote Workstation

Schedule A: ***Key features and functions***

General

- Designed to run in Windows 2000, Windows Server 2003 and Windows XP.
- Requires connection to a database created and maintained/updated by a full AFIX Tracker system.
- Fully featured minutia-based automated fingerprint/palm print identification system client (provides full AFIX Tracker functionality when connected to a Tracker database.)
- Provides for filing of latent fingerprint and/or palm print images by crime scene and allows cases to be marked as "closed" leaving records intact but excluding them from subsequent searches.
- Interface included for connection to all major live scan systems.
- Capable of interface with mobile ID systems for "lights-out" mobile fingerprint search and identification.
- Search processing may be distributed over multiple processors, providing full scalability of search performance and response times.

Scanning

- Scans standard 10-print cards (rolled impressions and/or slap impressions) and single or double-sided palm print cards in a single scan.
- Automatically identifies location of fingerprint images during card scanning.
- Allows replacement of poor-quality rolled fingerprint impressions with corresponding slap impressions during scanning process.
- Scans latent fingerprint and palm print images from almost any source, including tape lifts, hinge lifts, documents and color or b/w photographs.

Personal Info/Criminal History

- Allows (but does not require) entry of associated personal data and criminal history information, including Originating Agency I.D., Local I.D./Reference, County I.D., State I.D., FBI Reference No., SSN, Active Warrants and Cautions.
- Up to ten user-definable data fields are available in each of Tracker's information grids, allowing entry of information in non-standard formats.
- System provides pop-up menu selection of all physical attribute descriptors.
- Allows query of Biographical grid with search parameters utilizing any of the information entered at enrollment.

Mugshots/Photos

- Capture mugshots and/or other photos (scars, marks, tattoos) directly from USB-attached TWAIN-compliant camera.
- Import existing photo files in any standard Windows compatible graphic file format into biographical records.
- Store and display multiple images within individual records.

Fingerprint Processing

- Automatically extracts minutia from rolled impressions, plain impressions and latent fingerprints.
- Automatically identifies centers and deltas.
- Automatically provides line counts.
- Provides base NCIC classifications after extraction of minutiae.
- Converts NCIC classification to Henry classification automatically.
- Allows manual intervention at all times during the classification process, including full editing of all extracted minutiae.

Palm Print Processing

- Automatically imports palm records from live scan with full auto-extract of undivided image registered to database and ready for immediate search.
- Provides user optional division of record palm images into ten segments relating to subdivisions of interdigital, thenar and hypothenar sections for area-focused search capability.
- Automatically extracts minutiae from record or latent palm prints.
- Allows for correction of rotation during capture.
- Allows manual intervention at all times during the classification process.

Latent Print Processing

- Provides tools for image enhancement (shadow, background, brightness, equalization).
- Duplicates latent records without re-scanning to speed processing of lifts with multiple impressions.
- "Duplicate & Mirror" command allows easy processing of latents processed with rubber lifters.
- Easily import images directly from digital cameras and scale them for immediate search.
- Search latents against record fingerprints, record palm prints and other latents simultaneously.

Searching

- Provides search capability for:
  - 10-print to 10-print searches
  - 10-print to latent searches
  - latent to 10-print searches
  - latent to latent searches
  - record palm to record palm searches
  - latent palm to record palm searches
  - record palm to latent palm searches
  - latent palm to latent palm searches
- Simultaneous searching of 10-print, palm print and latent databases in a single search.
- Searching of latents, 10-prints and palm prints through a full 360 degrees of rotation.
- Searching of both latent fingerprints and 10-prints without defining the center or core.
- Searching of record palm prints as whole, undivided images or segmented at user option.
- Searching of fragments or partial prints.
- Thorough database searches with no criteria limitations, or searches may be limited by use of biographical/description data, classification, possible finger location and/or orientation.
- Provides printable reports of search results.
- Remote "lights-out" searches of other Tracker systems may be conducted via internet-based transaction servers.

Search History

- AFIX Tracker RW's Search History grid allows you to quickly scan through and review previous search results, and retains information about when and how the search was conducted.
- Remote Search grid provides a database-specific record of all searches conducted as a result of search requests received from remote Tracker systems.

Comparison

- When a match is found, Tracker RW provides a stereo screen view for side-by-side comparison of fingerprint or palm print images.
- Provides for automatic rotation of compared fingerprint or palm print images into identical orientation.
- Provides visual linking of matching minutia points on compared prints for easy recognition of matching areas.

Import/Export capabilities

- Import fingerprint and palm print images with complete minutiae strings from other AFIX Tracker systems or from AFIX Comparator users.
- Import complete records from live scan systems or EFTS files to be extracted and searched in AFIX Tracker.
- Export extracted fingerprint and palm print images in FBI Standard ANSI/NIST EFTS format.

- Use a simple e-mail interface to transmit EFTS files to other AFIS systems, or save to file.
- EFTS History grid provides a database-specific record of all EFTS transactions.

Image Scaling

- AFIX Tracker RW's scaling tool allows scanning in photos of fingerprint or palm print images or importing directly from a digital camera without knowing the scale of the image. As long as a ruler/scale is visible in the photo, the operator can use this tool to bring the image quickly into 1:1 scale.

FBI Certified Scanning & Card Printing (optional)

- AFIX Tracker RW provides the ability to utilize FBI Appendix F approved solutions for scanning tenprint, palm print and latent images into the system.
- AFIX Tracker RW provides the ability to print FBI Appendix F approved tenprint cards.
- AFIX Card Builder software provides the ability to customize tenprint card templates, allowing the user to print on their agency's own forms, or to print complete custom forms on blank stock.

Support Plan
1-Year Software Version Upgrade & Technical Support Plan (from date of installation)

- All upgrades and new versions of AFIX Tracker RW software
- Unlimited toll-free technical support calls
- All software maintenance updates
- Free replacement of lost or damaged installation disks

Schedule B: *Computer Equipment*
System Hardware
(The specifications and manufacturers of all hardware components included in this quote are subject to change. Specifications and capabilities of the hardware components supplied will be equal to or greater than those specified here).

Dell Precision T3400 Computer System

- Processor: Intel® Core™ 2 Duo E6750 2.66GHz/1333MHz/2MB L2/Dual-core/VT 525W
- Operating System: Microsoft® Windows® XP Professional, SP2 with media
- Memory: 4GB, 667MHz, DDR2 SDRAM memory, ECC 4DIMMs)
- Dell Service & Support Plans: 3 Yr On-site NBD Support Plan
- Keyboard: Dell USB Quietkey Keyboard
- Mouse: Dell USB 2-button Optical Mouse with scroll
- Hard Drives: 2-250GB SATA 3.0Gb/s with NCQ and Databurst Cache™ in RAID-1 array format
- CD & DVD Drive: 16X DVD+/-RW w/Cyberlink Power DVD, Roxio Digital Creator Dell Edition
- Monitor: Dell 20 inch UltraSharp™ 2009FPW Flat Panel, adjustable stand, VGA/DVI
- Graphics Card: nVidia NVS 290, 256MB Dual DVI
- Sound: Dell AS501 Sound Bar for UltraSharp Flat Panel display

Epson Perfection V700 Scanner

- Scanner Type - Flatbed color image scanner with Epson Dual Lens System and Digital ICE™ technology
- Photoelectric Device - Color Epson MatrixCCD™ line sensor
- Optical Resolution - Epson Dual Lens System, 4800 dpi and 6400 dpi
- Hardware Resolution - 4800 x 9600 dpi, 6400 x 9600 dpi with Micro Step Drive™ technology
- Maximum Resolution - 12800 x 12800 dpi with software interpolation
- Effective Pixels - 40,800 x 51,600 (4800 dpi), 37,760 x 62,336 (6400 dpi)
- Color Hardware Bit Depth - 48-bits per pixel internal, 48-bits per pixel external (External bit depth is selectable to 48 bits depending on the image editing software.)
- Grayscale Hardware Bit Depth - 16-bits per pixel internal, 16-bits per pixel external (External bit depth is selectable to 16 bits depending on the image editing software.)
- Optical Density – 4.0 Dmax

- Maximum Read Area - 8.5" x 11.7" (21.6cm x 29.7cm)
- Light Source - White cold cathode fluorescent lamp
- Interface - USB 2.0/1.1, IEEE 1394 (FireWire)
- Scanning Speed - 4800 dpi high-speed mode: Monochrome 12.3 msec/line; Full color 12.3 msec/line
- Reliability - MCBF - 100,000 cycles
- Environment Conditions - Temperature: Operating 41* F to 95* F (5 to 35*C), Humidity: Operating 10% to 80%, storage 10% to 85% (no condensation)
- Power Requirements - Voltage: AC100 - 120V, Frequency: 50 - 60hz, Power Consumption: 24W
- Physical Dimensions - Width: 12" (308mm), Depth: 20" (503mm), Height: 6" (152.5mm), Weight: 14.5 lb (6.6 kg approx.)
- Warranty - One year limited warranty in the U.S. and Canada

HP DeskJet 6940 Inkjet Printer

- Black print speed - Up to 36 ppm
- Color print speed - Up to 27 ppm
- Black print resolution - Up to 1200 x 1200 rendered dpi
- Color print resolution - Up to 4800 optimized dpi color and 1200 input dpi
- Borderless printing - Up to 8.5 x 24 in
- Direct photo printing - PictBridge cameras
- Automatic paper-type sensor – Yes
- Paper handling - 150-sheet input tray
- Supported paper sizes - Letter, legal, executive, cards, No. 10 envelopes, borderless photo (4 x 6 in, 5 x 7 in, 8 x 10 in), borderless panoramic (4 x 10 in, 4 x 11 in, 4 x 12 in)
- Recommended monthly volume - Up to 5000 pages
- Networking - Standard (built-in Ethernet)
- Connectivity - 1 USB, 1 Ethernet, 1 PictBridge
- Compatible cartridges HP 96 Black Inkjet Print Cartridge (21 ml), HP 97 Tri-color Inkjet Print Cartridge (14 ml), HP 99 Photo Inkjet Print Cartridge (13 ml), HP 100 Gray Inkjet Print Cartridge (15 ml)
- Dimensions - 17.7 x 14.5 x 5.7 in

Maxtor OneTouch™ 4, 500GB External Backup Drive

- Hard drive: 3.5 inch ATA with Ultra ATA 133 interface
- RPM: 7200
- Cache buffer: 16 MB
- Interface: USB 2.0/1.1
- Sustained transfer rate (maximum) USB 2.0: 33MB/sec
- Bus transfer rate (maximum) USB 2.0: 480MB/sec
- Dimensions: 2.5 x 5.88 x 6.75 inches (63.5 x 149.35 x 171.45 mm)
- Weight: 2.2 lbs (1 Kgram)
- AC input voltage: 100-240 VAC
- Input frequency: 47-63 Hz AC
- Operating temperature: 5° C to 35°C (41°F to 95°F)

APC Back-UPS ES800VA Battery Backup

- capacity 800VA/540Watts
- 8 power outlets: 4 battery and surge protection, 4 surge protection only
- output voltage regulation 115V +/- 5V% (on battery)
- frequency range 50Hz to 60Hz +/- 3 (auto-sensing)
- 2-year repair or replace warranty

Schedule C: *Implementation*

Upon receipt of a purchase order, an AFIX Technologies employee will immediately contact the licensee to set up an installation and training date (if training is purchased) within a period of one month from receipt of purchase order. Once an installation date has been determined, an introductory packet of information will be delivered to licensee. Included in the packet is vital customer information relating to the AFIX Technologies Products, a confirmation of the installation date, a site survey form and a copy of the end user license agreement. It is the responsibility of the licensee to complete and return the site survey form and sign and return a copy of the end user license agreement.

Equipment will be delivered to the customer in advance of installation and training date. On the date of installation, the AFIX Technologies trainer will travel to the installation site and begin the day by setting up the pre-configured hardware. Training begins once the equipment is set up.

Schedule D: ***License Fees and Equipment Purchase Amount***
AFIX Tracker RW - $ 16,500
Includes software, computer, scanner, printer, UPS, Maxtor drive, and one year of technical support.

AFIX Tracker RW Additional Support - $2,925
Support plan includes unlimited toll-free technical support, all update and new versions released during the term of coverage and replacement of damaged or lost installation disks, for a period of one year.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5308***
Authorizing the Purchase of a Motorola Console Radio through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Police/Fire Dispatch Communication Services

Issue
To consider approval of a resolution to purchase one console radio system for use within Police/Fire Dispatch Communication Services through the Houston-Galveston Area Council of Governments (H-GAC)

Background
The dispatch radios within the Communications Center at the Sherman Police Department are a major component of the communications system that provides police, fire and EMS services for our community. This console will create a third dispatch station, allowing the operation of three dispatchers during peak emergency times.

Purchasing from H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination
Sherman Police Department

Financial Consideration
Funds ($35,608.96) for the purchase of this new console radio system for police/fire dispatch communications are contained in the current budget. Shipman Communications of Denison, Texas, will provide the Motorola equipment and installation via the H-GAC contract (see attached quote).

Staff Recommendation
It is recommended that the staff be authorized to purchase the quoted radio system through the H-GAC contract.

Alternatives
None recommended

Attachments
Resolution No. 5308; H-GAC Motorola Quotation; and H-GAC Interlocal Agreement

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5308

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A MOTOROLA CONSOLE RADIO THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SHERMAN POLICE/FIRE DISPATCH COMMUNICATION 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 is hereby authorized and directed to purchase a Motorola console radio for the purchase price of Thirty-Five Thousand Six Hundred Eight Dollars and Ninety-Six Cents ($35,608.96) through the Houston-Galveston Area Council of Governments (H-GAC) in accordance with the terms and conditions of the Interlocal Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
INTERIM CITY ATTORNEY

intelligence everywhere

Motorola Quotation Form and Order Form

TABLE OF CONTENTS:

Email all orders to: IndirectSystems.Orders@Motorola.com

Before emailing, please remember to:
Fax customer's P.O. (compliant with "Rules Of The Road")
Fax customer's tax certificate, if applicable
Verify customer order total matches customer P.O. total ($$)

** SEND ALL FAXES TO 847-761-3118

***If you need to unlock the worksheets please go to:

Tools → Protection → Unprotect Sheet

MOTOROLA

Dealer/Agent/MR Quotation

Date: Dec. 04, 2008

GCC Case #:

Quoting as:

APB	
MR	X
Agent	

Dealer/Agent/MR Name:	Shipman Communications
MR/Agent Address:	1815 West Morton Str.
City:	Denison
State/Zip:	Texas, 75020

Prepared By:	Wesley Short	**Phone:**	903-465-8297	**Fax:**	903-463-3130	**Customer Name**	Sherman, City of
email:	wesleys7971@sbcglobal.net					**Customer #**	

Prepared For:	Sherman Police Department	**Bill To:**	Sherman, City of	**Ship to:**	Shipman Communications	**Ultimate Destination:**	Sherman Police Department
Street:	317 South Travis	**Street:**	PO Box 1106	**Street:**	1815 West Morton Str.	**Street:**	317 South Travis
City:	Sherman	**City:**	Sherman	**City:**	Denison	**City:**	Sherman
State/Zip:	Texas, 75090	**State/Zip:**	Texas, 75091-1106	**State/Zip:**	Texas, 75020	**State/Zip:**	Texas, 75090
Attn:	Captain Otis Henry	**Attn:**	Accounts Payables	**Attn:**	Wesley Short	**Attn:**	Captain Otis Henry

THIS QUOTE IS BASED ON THE FOLLOWING:

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
Thank you for your consideration of Motorola products.
Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
Purchaser will be responsible for shipping costs, which will be added to the invoice.
Prices quoted are valid for thirty(30) days from the date of this quote.
Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

MOTOROLA

Qty.	Model	Description	Unit List Price	Unit Discounted Price	Total Discounted Price
		CES Shelf 3		$ -	$ -
1	L3358	Console Electronics Shelf	$ 9,500.00	$ 8,075.00	$ 8,075.00
1	TT04213AA	Add: Two (2) CO Interfaces for Telephone	$ 520.00	$ 442.00	$ 442.00
1	L3468	MCC Series I/O Shelf w/Controller & Cable	$ 1,100.00	$ 935.00	$ 935.00
2	L3550	DAP II (Includes 2 Analog Licenses)	$ 2,300.00	$ 1,955.00	$ 3,910.00
1	TT04525AA	Add: Two Astro Licenses	$ 2,500.00	$ 2,125.00	$ 2,125.00
1	DDN6918	T3 Cable 2 Feet	$ 180.00	$ 180.00	$ 180.00
				$ -	$ -
		CAB 3		$ -	$ -
1	L3359	MCC5500 Operator Position (CAB) II	$ 8,350.00	$ 7,097.50	$ 7,097.50
1	B1914	MCC Series Desktop Gooseneck Microphone	$ 250.00	$ 203.75	$ 203.75
2	B1912	MCC Series Desktop Speaker	$ 450.00	$ 366.75	$ 733.50
1	DDN7131	CES/CAB Cable 50 Foot	$ 458.00	$ 412.20	$ 412.20
				$ -	$ -
		Misc Dropship		$ -	$ -
1	TT2069	Certified MCC5500 Workstation	$ 2,550.00	$ 2,295.00	$ 2,295.00
1	DDN6916	CSDM Program	$ 2,000.00	$ 1,700.00	$ 1,700.00
1	DDN6924	CSDM Computer Cable (DB9) 25 Feet	$ 90.00	$ 76.50	$ 76.50
1	DSFAP17BLK	17" LCD, Black, No-Touch Monitor w/Adjustable Stand	$ 1,019.00	$ 917.10	$ 917.10
1	6881005Y60	MCC5500 Console Operator Guide	$ 72.25	$ 61.41	$ 61.41
1	6881005Y65	MCC5500 Console install & SVC Manual	$ 200.00	$ 170.00	$ 170.00
				$ -	$ -
				$ -	$ -
		Installation		$ -	$ -
1	SVC209	Labor to install additional CES shelf into existing rack, tie to all base station/repeater resources, install	$ 6,275.00	$ 6,275.00	$ 6,275.00
		new CAB along with operation position, run all necessary cabling to CES shelf, and configure all		$ -	$ -
		parameters to customers channels.		$ -	$ -
				$ -	$ -
				$ -	$ -
		Note:		$ -	$ -
		All above listed pricing is based upon current HGAC discounts Contract#RA00-07		$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
	↓	**If you need more pages just drag the blue line down. ↓		Total:	$ 35,608.96

CUSTOMER ORDER

MOTOROLA

Date:

Selling as: APB 0
MR X
Agent

BOX x
SYSTEM

Dealer/Agent/MR Name: Shipman Communications
Dealer/Agent/MR Address: 1815 West Morton Str., Denison, Texas, 75020
Prepared By: Wesley Short Phone 903-465-8297 Fax: 903-463-3130

Customer Name: Sherman, City of
Customer Number: 0
Email Address: wesleys7971@sbcglobal.net

*Sold To:		*Bill To:		Ship to:	Shipman Communications	Ultimate Destination:	
*Street		*Street		Street	1815 West Morton Str.	Street	
*City		*City		City	Denison	City	
*State/Zip		*State/Zip		State/Zip	Texas, 75020	State/Zip	
Attn:		Attn:		Attn:	Wesley Short	Att:	

ADM (Area Distribution Manager)
Name: Ray Harty MR ID/Agent ID: Man# (if known):

*Direct Sales Rep
Name: Derek Johnson ID (if known): Man# (if known):

*Inside Sales Rep: Greg Wozimack Man# (if known):

Freight Terms:

Carrier ►► BW Air: BW Surface: Other: Fed Ex

Bid and Quote #:
Taxable: No
Billing Terms: ►► BZF? or BBF?

GCC CASE: 0

Payment Terms: 11
PO#:
PO Date:
PO Received Date:

► 04 - Standard Lease
11 - N/30 Days from invoice
87 - Large Contract
88 - Large Conract Lease
9V - Credit Card

Is this a one liner rewrite?
If yes, what is the original FO#?
Is this a pre-build?
Staging? Y/N?
CRSD
CRAD
Commission %

***CRSD: ► ►► Shipping Partial: Early:

	if applicable		if applicable
TX Freq #1		RX Freq #1	
TX Freq #2		RX Freq #2	
TX Freq #3		RX Freq #3	
TX Freq #4		RX Freq #4	
TX Freq #5		RX Freq #5	
TX Freq #6		RX Freq #6	
TX Freq #7		RX Freq #7	

Special Instructions And/Or Billing:

Mandatory over $25K
Homeland Security Related? (Y/N): No
%Federally Funded%:

If yes please indicate funding source:
- Ports Security Grants Program
- FEMA Interoperable Communications Grants
- Local Law Enforcement Block Grants
- COPS Law Enforcement Technology Program
- COPS Interoperable Communications Program
- State Homeland Security Grant Program (ODP Formula Grants)
- Assistance to Firefighters Grant Program
- Crime Identification Technology Act
- BYRNE Discretionary Grant Program
- ODP High Threat Urban Areas

Order Header Information, see following page(s) for equipment listing

Qty.	Model	Description	Unit List Price	Unit Discounted Price	Total Discounted Price
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
			90	$ 76.50	$ -
		17" LCD, Black, No-Touch Monitor w/Adjustable Stand	1019	$ 917.10	$ -
		MCC5500 Console Operator Guide	72.25	$ 61.41	$ -
		MCC5500 Console install & SVC Manual	200	$ 170.00	$ -
				$ -	$ -
				$ -	$ -
		Installation		$ -	$ -
1	SVC209	Labor to install additional CES shelf into existing rack, tie to all base station/repeater resources, install	6275	$ 6,275.00	$ 6,275.00
		new CAB along with operation position, run all necessary cabling to CES shelf, and configure all		$ -	$ -
		parameters to customers channels.		$ -	$ -
				$ -	$ -
				$ -	$ -
		Note:		$ -	$ -
		All above listed pricing is based upon current HGAC discounts Contract#RA00-07		$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
	↓	**If you need more pages just drag the blue line down. ↓		Total:	$ 6,275.00

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-153...

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF ~~SHERMAN~~
Local Government

BY [signature]

TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [signature] Date 7/27/91
Manager of Cooperative Purchasing

BY [signature] Date 8/3/91
Jack Steele
Executive Director
March 28, 19?

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
Police Uniforms

Issue
The police uniform contract came up for review December 2008. The police department wants to exercise our option to not renew the existing contract and to advertise for bids seeking a new uniform supplier.

Background
After a bid process, the City enters into a one-year initial contract, including four one-year renewal options, with a vender to supply uniforms to the Police Department. This agenda item is to permit the advertisement for the contract to provide the needed uniforms.

Origination
Police Department

Financial Consideration
The uniform bidding process allows the Police Department to obtain the best rate for uniforms based on the required specifications. The cost to advertise is expected to be less than $150.00.

Staff Recommendation
It is recommended that the Council approve the request to advertise for police uniforms.

Alternatives
Purchase uniforms from various vendors at fluctuating prices.

Attachments
None

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.2

OTHER BUSINESS
Receive Director of Utilities and Engineering Mark Gibson's Presentation on the Lake Texoma Pipeline Evaluation Project

Issue
The pipeline carrying water from Lake Texoma to the City's Water Treatment Plant will be taken out of service for evaluation prior to upgrading pumping capacity from the Lake Texoma pump station.

Background
The North Texas Municipal Water District is proposing to increase the pumping capacity from Lake Texoma through facilities that are jointly owned with the City of Sherman. An evaluation of the pipeline is required to insure that it is capable of withstanding the additional loading.

Origination
Utilities Department

Financial Consideration
The City's share of the cost of the evaluation and upgrade will be approximately $1.29 million.

Staff Recommendation
It is recommended that the City participate in the cost of the pipeline evaluation and pumping modifications to acquire additional pumping and transmission capacity for future operations.

Alternatives
As may be directed by the City Council

Attachments
City Manager's Memo of December 22, 2008

Prepared by:
Mark Gibson, Utilities and Engineering Director

Approved by:
George Olson, City Manager

memorandum

DATE: Monday, December 22, 2008

TO: The Honorable Mayor Bill Magers and Members of the Sherman City Council

FROM: George Olson, City Manager

MC: Robby Hefton, Assistant City Manager/CFO
Mark Gibson, Director of Engineering and Utilities

SUBJECT: Lake Texoma Raw Water Line Investigation and Evaluation

Earlier this year, the Greater Texoma Utility Authority (Authority) notified me that the North Texas Municipal Water District (NTWMD), the partner with the Authority in the Lake Texoma pipeline project, had an interest in expanding the capacity of the pumping facilities on Lake Texoma. This increased pumping capacity would make possible additional capacity in the 72" Raw Water Line. This proposed expansion would not only serve to benefit NTWMD and their desires, but also allow the City of Sherman to achieve an increased capacity to accommodate our citizens and industry, Panda Energy, as well as future water needs/customers.

The engineering report suggests that the pipeline capacity can be increased from approximately 90 million gallons per day (mgd) to 125 mgd by installing larger pumps at the Lake Texoma pump station. However, with a larger pumping capacity, increased pressures would occur in the line; and it is recommended that the Raw Water Line be examined to determine its capability of sustaining the increased pressures.

Therefore, it will be necessary to take the line out of service, de-water the line, and conduct scientific investigations in the interior of the water line to determine what, if any, deterioration has occurred over the last 15+ years. The schedule for this planned activity is an eight or nine day period, which will take place in February 2009 and coincide with our traditional low water usage in the winter.

City staff has already begun the process of notifying all industrial customers who will be affected by this interruption so they can begin making necessary adjustments to their water treatment processes while the Raw Water Line is out of service. Our citizens will need to be notified in advance so they will have some idea of what is happening, why it is happening, and how long this process will take. Therefore, I have asked Mark Gibson to provide a brief presentation to you at our next regularly scheduled Council meeting on January 5, 2009.

According to information provided by the consulting engineers and for your informational purposes, the total cost for the evaluation of the pipeline and proposed modifications to the pump station in 2010 would be approximately $6.47 million. The Authority's share of the cost for this increased capacity would be approximately $1.29 million. Sometime during the coming year, I will bring forward a request to the Sherman City Council to authorize the Authority to proceed with a funding agreement with NTMWD to increase our capacity and share the cost proportionate to the capacity received, as mentioned above.

During the interim, should you have any questions or desire additional information or clarification, please do not hesitate to contact me.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.3

**** OTHER BUSINESS***

Final Plat Approval of Cupid Broughton Two Addition; Barton Capital, Ltd., Owner, and Sartin & Associates, Surveyors (1201 and 1205 North Broughton Street)

Issue

To consider final plat approval of the Cupid Broughton Two Addition

Background

The property is located at 1201 and 1205 North Broughton Street, between Sycamore and Richards Streets. The owner would like to divide the property into two 50' lots for residential development.

Origination

Barton Capital, Ltd. (Owner) and Sartin & Associates (Surveyors)

Board Recommendation

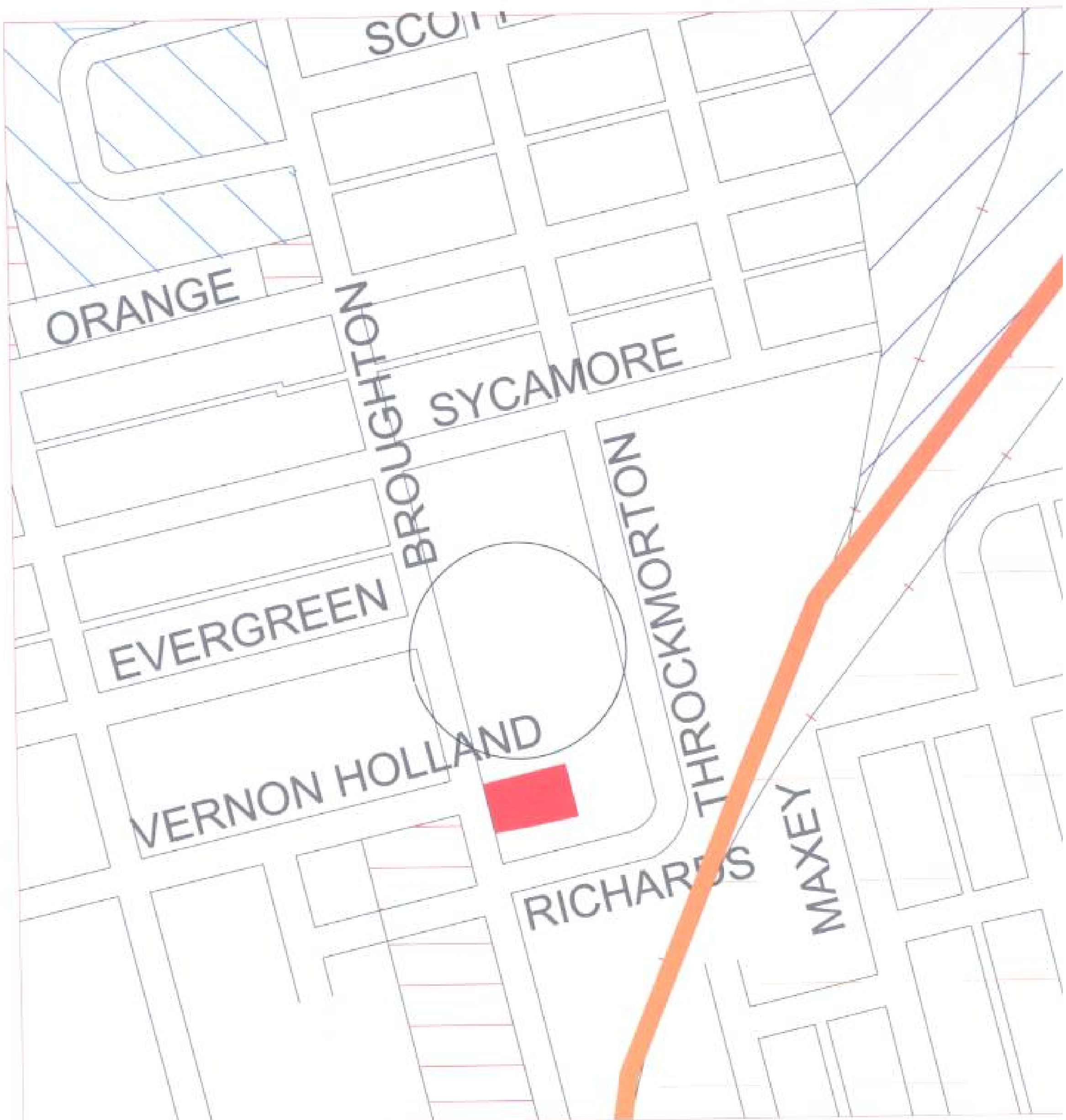
At the December 16, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

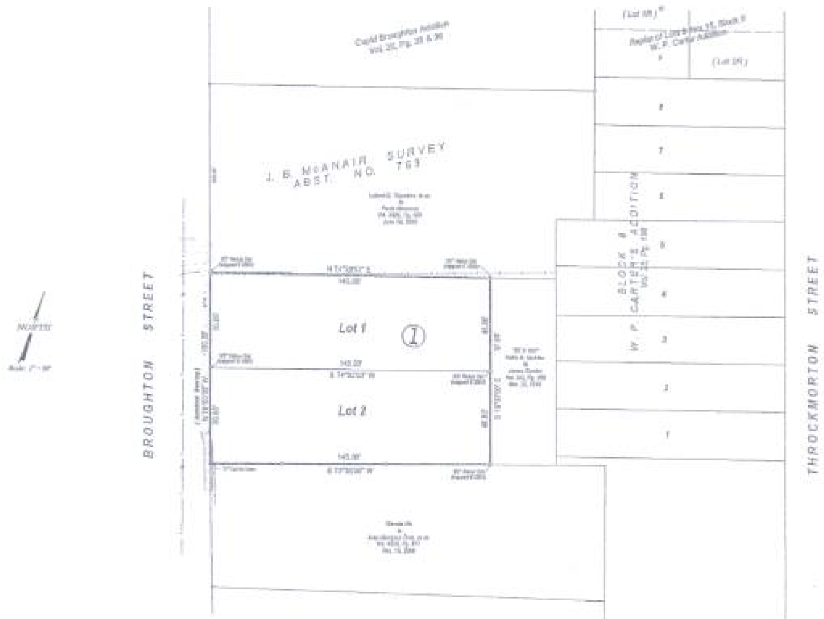
R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	
C-1	RETAIL BUSINESS DISTRICT	
C-2	GENERAL COMMERCIAL DISTRICT	
CO	OFFICE DISTRICT	
M-1	LIGHT MANUFACTURING DISTRICT	
M-1.5	MEDIUM MANUFACTURING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

1201 & 1205 N. BROUGHTON

Department of Developmental Services


EVERGREEN
BROUGHTON
THROCKMORTON
Sherman
160004
159716
160009
160010
159719
160011
160012
159723
195588

1201 & 1205 N. Broughton



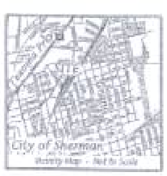
NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

CUPID BROUGHTON TWO ADDITION
to the
CITY of SHERMAN, TEXAS

(Being 0.33 Acres)

Owner & Developer

Barton Capital, Ltd.
Ron Barton, President
715 S. Hwy 75
Sherman, Texas 75090



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors

SHEET 1 OF 2

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

November 18, 2008

Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner
Don Hicks, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1201 and 1205 North Broughton Street
Being .33 acres in the J.B. McAnair Survey, Abstract No. 763
Variance & Final Plat

Requested Action/Proposed Use:
Board of Adjustments
Variance to allow two lots with 50 foot frontages in lieu of the required 60 foot in an R-1 (One Family Residential) District.
Planning and Zoning Commission
Final Plat approval of Cupid Broughton Two Addition.

Background
This is redevelopment of existing property that has never been platted.

Adjacent Zoning:
R-1 (One Family Residential) District.

Origination:
Ron Barton (Owner) and Sartin & Associates (Surveyors).

Master Plan Designation:
Residential

Number of notices mailed:
15

Objections received:
0

Attachments:
Location map, Photographs, Final Plat, Staff Review

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

December 8, 2008

Barton Capital, Ltd.
715 S. Sam Rayburn
Sherman, Texas 75090

Dear Applicants,

The request for approval of a Final Plat of Cupid Broughton Two Addition concerning the property located at 1201 and 1205 North Broughton Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 16, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. A variance for lot size with 50' frontage must be granted by the P&Z Board prior to the approval of the final plat.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
4. Water Pro-Rata of $750.00 will be required for the additional lot.
5. Sewer Pro-Rata of $650.00 will be required for the additional lot.
6. The fence notations shall be removed from the plat.
7. Existing city sewer line easement to be located and shown on the plat.
8. Drive approaches shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
9. Off-site easements for the sewer service lines to the lots will likely be required. The volume and page of these easements should be placed on the plat prior to recording.
10. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Rita Gaither, Development Coordinator
Angela Gurley, Customer Service Manager
Interim City Attorney
Jeff Miller, Director of Public Works
Danny Fuller, Fire Marshal
Scott Shadden, Director of Development Services
Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75090

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.4

OTHER BUSINESS
Replat Approval of Lots 9 and 10, Block 3 of O'Hanlon Ranch Estates, Phase 2; Sherman Bible Church, Owners, Lester Terrell, Representative, and Sartin & Associates, Surveyors (2515 West Lamberth Road and 2916 Overland Trail)

Issue
To consider replat approval of Lots 9 and 10, Block 3 of O'Hanlon Ranch Estates, Phase 2

Background
Sherman Bible Church recently purchased Lot 9, Block 3 of O'Hanlon Ranch Estates, Phase 2. They plan to construct a church at 2515 West Lamberth which abuts this lot. They would like to replat the two lots into one lot.

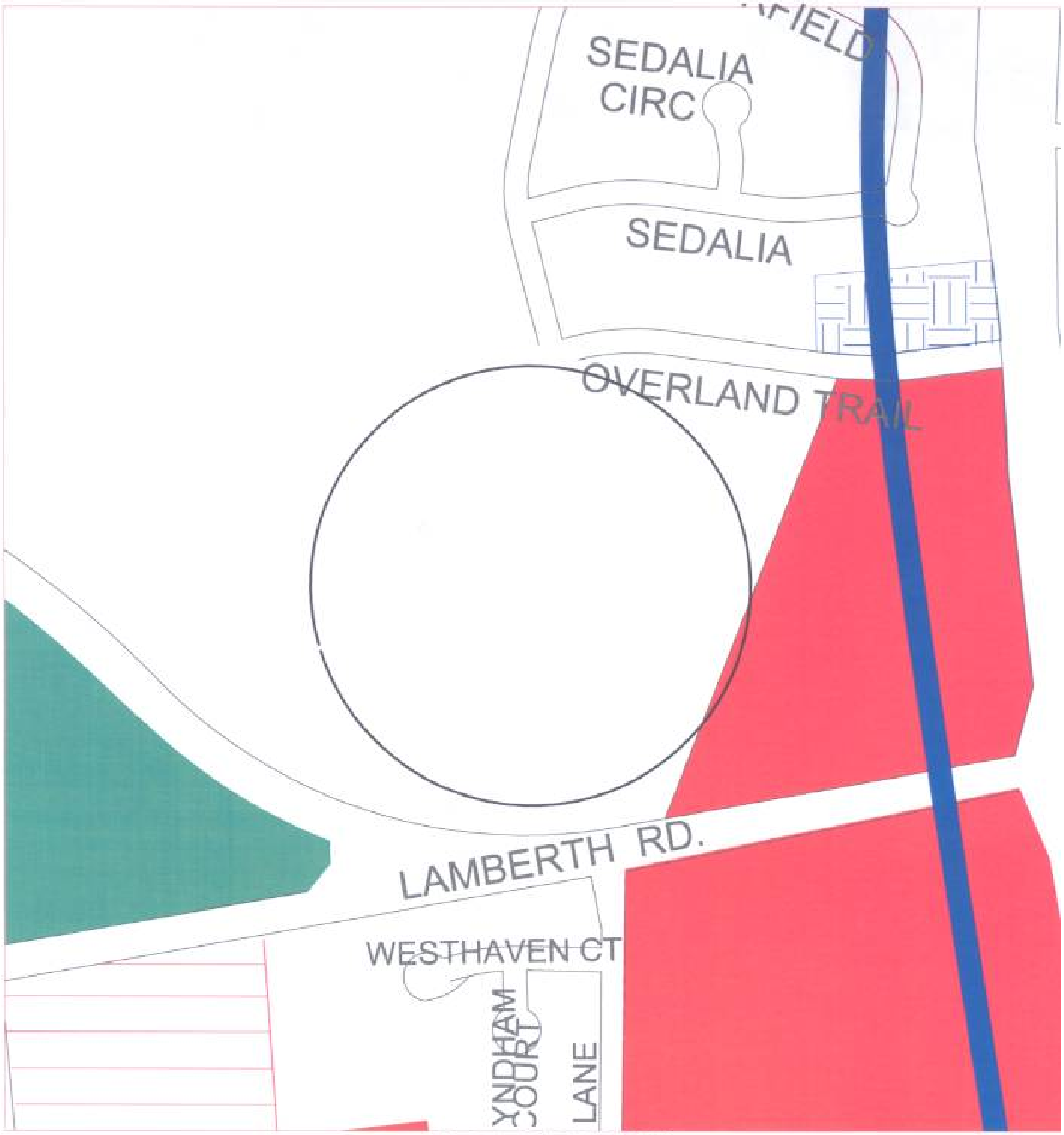
Origination
Sherman Bible Church (Owners), Lester Terrell (Representative), and Sartin & Associates (Surveyors)

Board Recommendation
At the December 16, 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

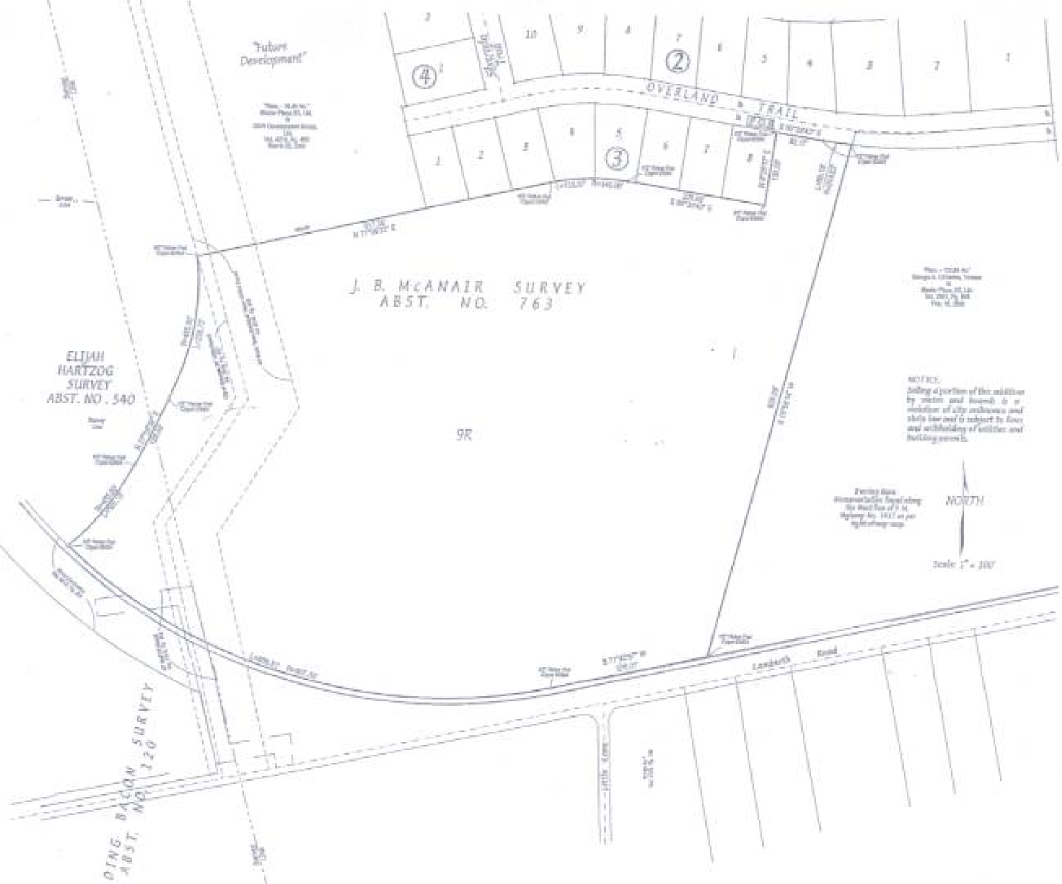
	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT
	C-1	RETAIL BUSINESS DISTRICT
	C-2	GENERAL COMMERCIAL DISTRICT
	CO	OFFICE DISTRICT
	M-1	LIGHT MANUFACTURING DISTRICT
	M-1.5	MEDIUM MANUFACTURING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

2916 OVERLAND TRAIL
2515 WEST LAMBERTH RD.

ENGINEERING DEPARTMENT

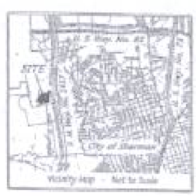
BUTTERFIELD D
CANYON CREEK
SAN JUAN
MONTE CRISTO
SAN MIGUEL
Sherman
JAMA
FM 1417
LAMBERTH
SHADY OAKS
NORWOOD
LITTLE

2515 W. Lamberth & 2916 Overland Trail



REPLAT of LOTS NINE and TEN, BLOCK THREE
O'HANLON RANCH ADDITION PHASE 2
to the
CITY of SHERMAN, TEXAS

(Being 19.50 Acres)



Owners & Developers

Sherman Bible Church
Todd Evans, Chairman
of the Deacons

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors

SHEET 1 OF 2

AGENDA ITEM #5

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

December 16, 2008

Jason Sofey, Chairman

Jim Jacobs, Vice Chairman	**Don Hicks, Commissioner**
Robin Atherton, Commissioner	**Steve Jones, Commissioner**
Lawrence Davis, Commissioner	**David Plyler, Commissioner**
Brad Morgan, Commissioner	**Darren Tankersley, Commissioner**

2515 W. Lamberth Road and 2916 Overland Trail
Replat of Lots 9 & 10, Block 3, of O'Hanlon Ranch Addition, Phase 2
Replat

Requested Action/Proposed Use:
Replat approval of Lots 9 & 10, Block 3 of O'Hanlon Ranch Addition, Phase 2.

Background
The purpose of the Replat is to combine two lots into one lot.

Adjacent Zoning:
R-1 (One and Two Family Residential) District and C-1 (Retail Business) District.

Origination:
Sherman Bible Church (Owners), Lester Terrell (Representative) and Sartin & Associates (Surveyors).

Master Plan Designation:
Residential

Attachments:
Location map
Photographs
Replat
Staff Review

Prepared by:	**Approved by:**
Rita Gaither,	**Scott Shadden,**
Planning & Development Coordinator	**Director of Development Services**

STAFF REVIEW LETTER

December 9, 2008

Sherman Bible Church
2617 N FM 1417
Sherman, Texas 75092

Dear Applicants,

Your request for approval of a Replat for the property located at 2515 West Lamberth Road and 2916 Overland Trail has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 16, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks along Overland Trail and Lamberth Road shall be to City of Sherman standards and will require a permit.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
4. Deletion of the 10' Utility Easement along Overland Trail shall require concurrence from the private utility companies.
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 & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by 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
Interim City Attorney
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
Rita Gaither, Development Coordinator
Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75090

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.5

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.6

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. D.7

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.071

(a) Consultation with City Attorney Concerning Pending Litigation:

1) In the Court of Appeals, Fifth District of Texas at Dallas No. 05-06-00420-CV; The City of Sherman, Texas and The Sherman City Council, Appellants v. James Wayne, Appellee

(b) Consultation with City Attorney Concerning Legal Matters:

1) Groundwater Conservation District

Section 551.072

Deliberations Regarding Real Property:

(a) Deliberate Regarding the Potential Purchase of a Piece of Real Property:

1) TxDOT's Surplus Property at 3711 U.S. Highway 75 South, Sherman, Grayson County, Texas

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, including the following:

1) Proposed Grayson County Jail

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. F.1

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

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-5-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/19/09 - M.L.K., Jr. Birthday / Regular Council Meeting
01/26/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
02/16/09 - Washington's Birthday / Regular Council Meeting
09/07/09 - Labor Day / Called Council Meeting on 09/08/09