

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 15, 2010
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY DEPUTY MAYOR WILLIE STEELE](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 1, 2010 AND THE CALLED CITY COUNCIL MEETING OF NOVEMBER 4, 2010](#)

Declare Results of the November 2, 2010 Special Municipal Election

- A.5 [CANVASS OF ELECTION RETURNS](#)
- A.6 [RESOLUTION NO. 5535](#)
Declaring the Results of the November 2, 2010 Special Municipal Election held in the City of Sherman, Grayson County, Texas

Public Hearing

- B.1 [PUBLIC HEARING OF ORDINANCE NO. 5674](#)
Designating a Certain Area as Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5675](#)
Closing and Abandoning One Alley Segment within Block One Grand N Addition to the City of Sherman, Texas, Bounded by Grand Avenue, Luckett Street, Richards Street and Dorchester Street, Portions of Said Property to be Maintained as a Utility Easement; Conveying the Interest in Said Right-of-Way to the Abutting and Adjacent Property Owner, Austin College

B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5676](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a 10' x 30' Double-Sided Billboard in a C-2 (General Commercial) District at 902 South Sam Rayburn Freeway, being Lots 18-20, L.C. Chapman's Second Addition (Spavinaw Properties, LLC, Owners; and Jason Sofey, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5677](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Skilled Nursing Facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East, being 5.974 acres in the William Milligan Survey, Abstract No. 875 (One Ganesha, LTD, Owners; and Michael Clark, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Close Public Hearing and Consider Adoption of Ordinances

B.5 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- (a) 5674
- (b) 5675
- (c) 5676
- (d) 5677

B.6 [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. 5536](#)

Authorizing Execution of an Amendment to the Interlocal Agreement between the City of Sherman and Grayson County for Emergency Management and Related Homeland Security Services

C.2 [* RESOLUTION NO. 5537](#)

Authorizing Execution of a Fire Fighting Contract with Grayson County for the Three-Year Period of October 1, 2010 through September 30, 2013

C.3 [RESOLUTION NO. 5538](#)

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Howe for Ambulance and EMS Services

C.4 [RESOLUTION NO. 5539](#)

Authorizing Execution of a Deed Without Warranty to Austin College for the Conveyance of One Alley Segment within Block One Grand N Addition to the City of Sherman, Texas, Bounded by Grand Avenue, Luckett Street, Richards Street and Dorchester Street, Portions of Said Property to be Maintained as a Utility Easement

C.5 [* RESOLUTION NO. 5540](#)

Authorizing the Acceptance of Fiscal Year 2010 Homeland Security Grant Program Federal Grant Award Number 2010-SS-T0-0008 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security and the Purchase of Equipment Related to Regional Response

C.6 [* RESOLUTION NO. 5541](#)

Authorizing the Cities Aggregation Power Project, Inc. (CAPP) to Negotiate an Extension to the Current Electric Supply and Necessary Related Services Agreement with Next Era for a Fixed Price Per KWH that is Lower Than Contract Rates for 2011-2013, said Extension to Continue until December 31, 2018; Authorizing CAPP to Act as an Agent on Behalf of the City to Enter Into a Contract for Electricity; Authorizing the Chairman of CAPP to Execute an Extension to the Current Electric Supply Agreement for Deliveries of Electricity Effective January 1, 2011 or as soon after Finalization of a Contract as Possible; Committing to Budget for Energy Purchases and to Honor the City's Commitments to Purchase Power through CAPP for its Electrical Needs through December 31, 2018

C.7 [* RESOLUTION NO. 5542](#)

Authorizing Execution of a Professional Services Agreement with Freeman Millican, Inc. to Revise and Update the City of Sherman's Wastewater Treatment Plant Operation and Maintenance Manual

C.8 [* RESOLUTION NO. 5543](#)

Authorizing the Purchase of a New Commercial Rear Load Collection Truck for the Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.9 [* RESOLUTION NO. 5544](#)

Authorizing the Purchase of a New International Transfer Tractor for the Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

Change Orders and Payment Approvals

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

Sewer K – Turtle Creek West to Lamberth Road; \$15,146.22, Decrease

D.2 [* PAYMENT APPROVAL](#)

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2010-2011: \$69,645.00

Other Business

D.3 OTHER BUSINESS

Receive Presentation from Parks and Recreation Administrator Kevin Winkler on Park and Leisure Services

D.4 OTHER BUSINESS

Setting the Public Hearing on the Proposed Agreement with GlobiTech Incorporated for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas

D.5 * OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce and the Sherman Tourism Department to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 3, 2010

D.6 CITIZEN REQUESTS

D.7 MEDIA QUESTIONS

D.8 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 551.074

Personnel Matters

- (a) Deliberate the Evaluation of a Public Officer or Employee:
 - (i) Annual Performance Evaluation of the City Manager
 - (ii) Annual Performance Evaluation of the City Attorney

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: 11-15-2010

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: 11-15-2010

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR WILLIE STEELE



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 1, 2010
AND THE CALLED CITY COUNCIL MEETING OF NOVEMBER 4, 2010

STATE OF TEXAS

§

November 1, 2010

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 November 1, 2010.

MEMBERS PRESENT:

MAYOR BILL MAGERS.

COUNCIL MEMBERS ADAMI, HOWETH, SOFTLY, WACKER.

MEMBERS ABSENT:

DEPUTY MAYOR WILLIE STEELE.

COUNCIL MEMBER SMITH.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 18, 2010. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE. MOTION CARRIED.

APPROVE MINUTES

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5533 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INCORPORATED FOR REPAIR OF THE SHEPHERD DRIVE #1 WOODBINE WELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INCORPORATED FOR REPAIR OF THE SHEPHERD DRIVE #1 WOODBINE WELL.

CONSENT AGENDA.

RES 5533
WATER WELL
REPAIRS

RESOLUTION NO. 5534 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TIMOTHY L. MORRIS, P.E. D/B/A MORRIS ENGINEERS FOR DESIGN OF THE SURFACE WATER DISTRIBUTION PIPELINE EAST 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 SURFACE WATER DISTRIBUTION PIPELINE EAST PROJECT.

CONSENT AGENDA.

RES 5534
SURFACE WATER
DISTRIBUTION
PIPELINE EAST
PROJECT

OTHER BUSINESS

RECEIVE PRESENTATION FROM ASSISTANT CITY MANAGER ROBBY HEFTON ON CITY OF SHERMAN'S ADMINISTRATIVE DEPARTMENTS

CITY ADMINISTRATIVE DEPARTMENT UPDATE

Robby Hefton, Assistant City Manager/CFO, presented an update on the City's Administrative Departments, which include Human Resources, the Legal Department, the City Manager's Office, the City Clerk's Office, Finance, Purchasing, and the City Council.

In 2001, staffing for these departments was at 19 employees. By 2010, there had been a reduction in staff by 5 employees or 25%. From an efficiency standpoint, Mr. Hefton said the staff feels good about the job they are doing.

Projects underway include the Long-Term Planning Meeting that has been scheduled for November 19, 2010, which will lay the groundwork for a five-year financial plan. The meeting will include discussions on the historical and prospective financials for the major funds, the essential / complementary discussion, revenue sources, and the Sales Tax Election, which should be coming up in the Fall of 2011.

Another current project that includes the Finance Department as well as other departments, is the in-house ambulance billing. Currently the City spends \$125,000 or 10% annually on the collection of ambulance bills with its current vendor.

The City has used the current vendor for eight or ten years, however some customer service issues have developed. These services were previously provided in-house, however at the time software for both the business end and the medical end was cumbersome, inefficient, and not user friendly.

Currently the software is more efficient and more capable of integrating the medical and business aspects of billing. Mr. Hefton emphasized that the staff is not committing at the present time, but is studying the possibility. If the City does implement the program, Mr. Hefton said there would probably be a two-year payback and a possible savings of \$60,000 annually, even if one additional employee was hired.

Mayor Magers said the Council reviewed the contract for ambulance billing more recently than eight to ten years ago. Mr. Hefton explained that the City has been with Intermedix since early 2000. At the time they were "up and coming" and did a great job for the City at a very good price. Since that time the company sold to a bigger company that just recently contracted with the City of Dallas. Sherman is now just a small City and the service is poor.

Mr. Hefton said the citizens and the staff deserve to have good customer service, good responsiveness, and good reporting. One other alternative might be to contract with

another company. The staff is looking at all the alternatives, and they continue to look at ways to be more efficient and to save money.

Mayor Magers asked how much of their collections are “bad debt.” Mr. Hefton said that is not bad debt. The bad debt is being transferred after 180 days to another company for collection. Council Member Howeth verified that the contract has an “out” clause if the City wants to change companies.

Another project is for utility billing. In 2004 the City replaced water meters with the mobile read unit. Prior to that the City used actual meter readers that walked a route. The current system takes one employee two or three days a month to read all the meters, whereas the old system took four employees the entire month to read the meters.

The life of the mobile reading system we now have is approximately eight to ten years and the City has had the system for seven years. The staff plans to recommend a new system with the 2012 budget recommendations. Currently there are fixed base systems that don’t even require an employee to drive around. They just transmit to a static location.

The City may be able to make the replacement in-house instead of going to an outside company. The process might be slower, but it will definitely be cheaper. Mayor Magers addressed the estimated cost of \$2 million adding that was a lot to get back in employee savings. Mr. Hefton said as meters get older they start to lose their efficiency. He added that 1% in efficiency equates to \$200,000 in revenue.

The staff has also started working on website development and is currently interviewing companies in order to make a recommendation to the City Council, probably after the first of the year. The staff wants to see a dynamic website instead of a static website.

APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING SEPTEMBER 30, 2010

The City Council approved the Quarterly Investment Report for the period ending September 30, 2010. As of September 30, 2010 the Operating Portfolio and Debt Proceeds Portfolio were both in compliance with applicable State laws and the City’s internal Investment Policy.

The Operating Portfolio had a book value of about \$19.8 million, down about \$2 million from three months ago due to seasonally slow property tax collections during the period. This portfolio is appropriately liquid, and its weighted-average maturity increased to about 192 days, up from 169 days last period, because of investment purchases during the quarter.

QUARTERLY INVESTMENT REPORT

The portfolio yield of 0.66% for the quarter is higher than the benchmark yield of 0.19%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance decreased about \$0.9 million due to payments made for construction projects during the period. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.21% for the quarter is higher than the benchmark yield of 0.19%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

CITIZENS REQUESTS

WEST WASHINGTON STREET IMPROVEMENTS

Sherman Noble, 2701 W. Washington Street, told the City Council that the Washington Street project was a "total disaster." Sand Creek Bridge was supposed to be completed in six months and it's now past six months and the bridge isn't even half completed. Citizens on the east side of Sand Creek are angry.

Mr. Noble's house is the first house west of the bridge, and he said that area is a "total disaster" too. Many times he has had to ask someone to move a vehicle so he can exit his driveway. In the original contract, it was stated that he would be able to use his driveway 24 hours a day, 7 days a week. The ditches by his driveway are 7 feet deep and there are no barricades.

Mr. Noble said the City staff "missed a few things" when they reviewed the original drawings. The drawings state that sidewalks should be on both sides of any new road constructed. He added that this is a lie and listed several new roads that do not have sidewalks on both sides of the street.

They are also laying sidewalks inside of curves. The degree of the curve will be reduced, however the curves will still be very sharp. He expressed concern about the speed of traffic on the curves and felt it would only increase after the degree of the curve is reduced.

He added that many of the neighbors in that area are not in favor of the improvements to Washington Street. They were not informed about the complexity or time frame that would be needed for completion of the project.

Mayor Magers said not one single home on Washington Street was condemned by the City of Sherman for this project. Every single landowner sold their property for fair market value. Mr. Noble said he did not feel he received what his property was worth.

WEST WASHINGTON STREET IMPROVEMENTS

Mayor Magers verified that the scheduled completion date for the project is June 2011. He asked Don Keene, Executive Director of Planning and Public Works, if the project was on schedule. Mr. Keene said there has been some delays, some weather related, some materials related, and some contractor related. He talked with the contractor two weeks ago and was assured that they are not significantly "off the schedule." He has asked for an updated schedule from the contractor.

Mayor Magers asked Mr. Keene to make sure that every individual affected by the street closing received the information as soon as it is received. Mr. Noble said he understood that the original contractor, J&T Construction is no longer in service and has filed bankruptcy. Mr. Keene said that information is incorrect. J&T Construction, the original contractor, is still on the job. Mr. Keene clarified that Mr. Beasley is the new superintendent for the project but it is still under J&T Construction. George Olson, City Manager, reiterated that the City still has the same contractor under the same contract on the job. Who they choose to use as their superintendent is their choice.

Mayor Magers agreed that the project is a hassle for all that are affected by it. But there is a price of progress. The completion date for the project is June of 2011. The staff has asked for an updated schedule for the project and as soon as that is received, it will be distributed to those citizens affected.

Mr. Noble said with some of the changes discussed, this has definitely increased the cost to the City for the project and it would cost another half million dollars to complete. Mr. Keene verified that the City is not over budget on the project.

Mr. Noble expressed concern about the pipeline along the south side of Washington Street that dumps water into the creek directly toward the west bank, behind his property. The water should be directed into the flow of the creek.

He also addressed equipment and material that was sitting on his neighbor's property waiting to be installed. He felt it was the City's responsibility to protect his property and asked for rip rap against the banks of the creek to keep them from eroding. Mayor Magers said the City has professional engineers on staff. Mark Gibson, Director of Engineering and Public Works, said the retaining walls were not part of the original project and would be on private property.

Mayor Magers asked Mr. Noble what he wanted the City Council to do on this issue. The City will provide an updated schedule of completion to all the property owners affected. Retaining walls are outside the original scope of work.

Mr. Noble felt that retaining walls or rip rap should have been included because they are redirecting the water flow in the

creek. He added that the contractor is tearing up land for which they have not compensated the owners. Mayor Magers verified that the staff is unaware of any property owner that has approached the City with a claim.

Mr. Keene said there is an agreement that the City will work with the property owners on the embankment. He did not consider that a claim for damages. Mr. Gibson said a flood plain permit could be issued tomorrow for work in the flood plain. Mr. Noble said he understood the City would pay for the embankment work.

Mayor Magers asked the staff to meet with Mr. Noble to work out these issues and then come back to the City Council at that time. He reiterated that the main issues were the timeframe, the budget, the agreement for the embankment work, and property damage.

Mr. Noble also requested that the City Council discontinue work on Washington Street on the west side of Sand Creek. Mayor Magers said the road construction is a pain for everyone, but the reality is that Sherman's City limits are moving westward. The developer's have paid the road escrow fees and the road has not been repaired. The City Council issued bonds to complete this project and every indication from the staff is that the project is on or under budget and the timeframe is for June of 2011.

The Council is aware that there have been difficulties with some of the subcontractors on the deal but the City is working through those issues. He committed to getting some information and some updated timeframes for the citizens. The City is moving forward with western roads on both Washington Street and Lamberth Road, and will do the best they can to get the projects completed in a timely manner.

Mayor Magers said the Council wants to hear the citizen's concerns and address them, but everyone is on the same team and is trying to complete the projects in a timely manner. The contractor is on the job and the process is moving forward. He apologized for any inconvenience caused by the projects, adding that the projects are not over budget and not significantly behind schedule.

Mr. Noble said the bridge was supposed to be completed in 6 months. Mayor Magers reiterated that the only date he knows of is the June 2011 completion date.

Mr. Noble asked the City to review the portion of the project that will be located west of the bridge since the City limits will not be expanding farther west within the next three to five years. He asked why the City would build a "road to nowhere" for \$2 million. He expressed concern about Friendship Road, the damage that is being done during the detour, and who would repair that road.

Mr. Noble asked the City Council to have the contractor move the porta potties off the sides of the road and from in front of his house.

Mayor Magers reiterated that the information discussed will be collected and distributed to the affected citizens. The City is reconstructing a road that has been a County road for many years. The City is taking development west to set the stage for Highway 289 and the growth that will be coming on both Washington Street and Lamberth Road. He again apologized for the inconvenience from the projects.

WEST WASHINGTON STREET IMPROVEMENTS

Dr. Ogden T. Baur, 15 Timbercreek, said the problem with Friendship Road during the current street detour is that it is so narrow. He suggested that a yellow stripe be painted on the road to mark the lanes at night. It should also be designated as a no passing zone.

Dr. Baur added that there is a short time to complete the Washington Street bridge and he did not see the effort being put forth. He felt the remaining construction would need to be completed in phases so access to homes will not be cut off. He suggested that the staff put a man on-site to oversee the project.

Mayor Magers reiterated that the staff will get information to the property owners on the items that were discussed this evening. In the original plan the bridge was to be completed last and it was moved to the beginning of the project. Then half of the road will be completed at a time.

He added that he will contact Grayson County Commissioner Jackie Crisp about the request to paint a yellow stripe on Friendship Road.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

WASHINGTON STREET PROJECT

Council Member Adami said that no one wants to inconvenience the citizens with the Washington Street or Lamberth Road project. Since he has been on the City Council, he has received the most calls on the poor shape of Washington Street, west of FM 1417, and Taylor Street, between Travis and Ricketts Streets, where the “dips” were. This City Council has addressed both of these issues.

The City was able to get some bond money for these projects and they were very “up front” in an Election when they presented the street improvement plan to the voters. The Election passed and as a Council Member, Mr. Adami said he felt they had an obligation to move forward and complete the projects they said they would do.

WEST WASHINGTON STREET IMPROVEMENTS

MEDIA QUESTIONS

WASHINGTON STREET PROJECT

The project is not meant to be an inconvenience, but the road will be a much better road to travel when it's completed.

ANNUAL FRIGHT FEST

Council Member Wacker thanked the Police Department, the Fire Department, the City staff, and the community groups that helped put together a great Fright Fest. This gives the children of the community a safe, fun place for families to come for trick or treating. It's a great example of community spirit and cooperation.

ANNUAL FRIGHT FEST

ELECTION DAY

Council Member Howeth reminded everyone that tomorrow is Election Day and she urged all citizens to vote.

ELECTION DAY

ANNUAL FRIGHT FEST

Mayor Magers said the Magers' Family Boys were unanimous in their vote that the Sherman City tent had the best candy of any booth at Fright Fest. He thanked Pam Cloer, Assistant to the City Manager, and all the City Staff that made the event possible.

ANNUAL FRIGHT FEST

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

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

EXECUTIVE SESSION

SECTION 551.071

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

SECTION 551.087

**DELIBERATION REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM BUSINESS
PROSPECTS AND DELIBERATE
ANY OFFERS OR INCENTIVES TO
THE BUSINESS PROSPECTS,
INCLUDING THE FOLLOWING:
GLOBITECH INCORPORATED**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:55 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:34 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

INTRODUCTION OF ORDINANCES

Mayor Magers introduced Ordinance 5674:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS AN INDUSTRIAL REINVESTMENT ZONE, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE.

Council Member Adami thanked Terry Kluesner, Controller of GlobiTech, for his comments and presentation to the City Council adding that they appreciate GlobiTech and all it is to the community.

ACTION TAKEN.

Motion by Council Member Adami to introduce Ordinance No. 5674, as presented. Second by Council Member Wacker.

VOTING AYE: Magers, Adami, Howeth, Softly, Wacker.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:36 p.m.

OPEN MEETING

ORD 5674
INDUSTRIAL
REINVESTMENT
ZONE - GLOBITECH

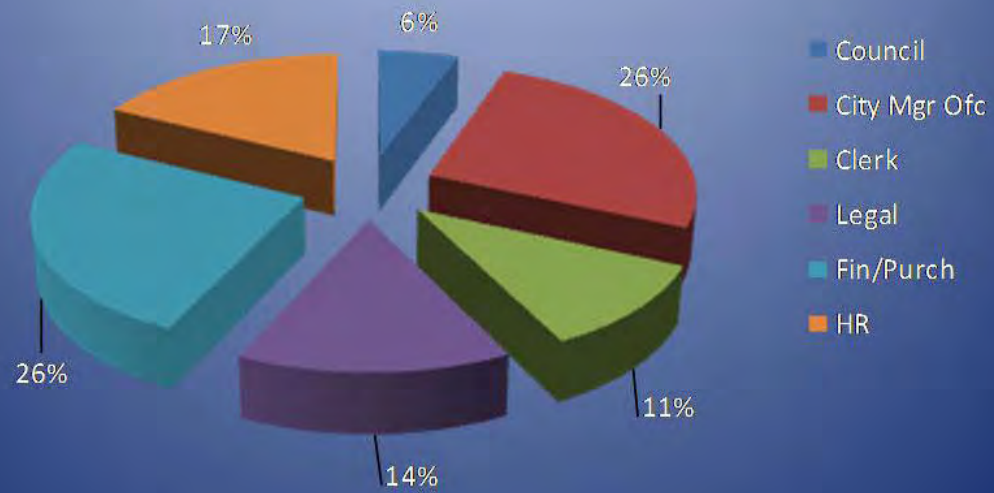
ADJOURNMENT

MAYOR

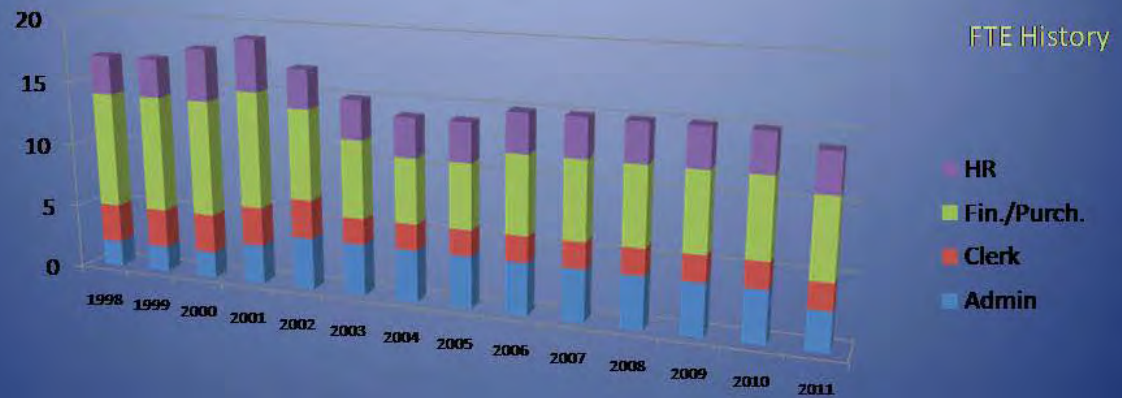
CITY CLERK

Administrative Services Review

Administrative Functions



History of Efficiency



Current Projects - Administration

Long-Term Planning Meeting

- Meeting(s) to discuss groundwork for five – year financial plan
- First meeting – November 19
- Agenda to include
 - Historical and prospective financials for major funds
 - Essential/complementary discussion
 - Revenue Sources
 - Sales Tax Election

Current Projects - Finance

In-house ambulance billing

- Currently spend ~ \$125k/year with current collection vendor
- Issues with current vendor
 - Lack of responsiveness to inquiries
 - Lack of organization – heavy growth
 - Poor customer service
- Looking at in-house process thru Finance dept
 - Possible savings \$60k+/year
 - Initial investment in software, training, etc.
 - 2 year payback

Prospective projects – Utility Billing

Automated Meter Reading Replacement

- Current system installed 2004
- Estimated useful life 8 – 10 years
- Already seeing failures ~ 10%/year in existing devices

Alternative Systems

- Mobile-ready system (like current)
- Fixed-base network
- Already beginning to replace reading devices with those that will work on fixed base or mobile systems
- Estimated cost ~ \$2 million
- Possibly use in-house staff to do replacement – save several hundred thousand

Other Projects

Website development

STATE OF TEXAS §

November 4, 2010

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on November 4, 2010.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Willie Steele.
Council Members Adami, Howeth, Smith, Softly, Wacker.

COUNCIL MEMBERS ABSENT: None.

SEDCO MEMBERS PRESENT: Todd Thompson, Rad Richardson, Juston Dobbs, Bill Magers, Dean Gilbert, Jr.

SEDCO MEMBERS ABSENT: None.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Linda Ashby, City Clerk.

SEDCO STAFF PRESENT: John Boswell, President; Darlene Brown, Administrative Assistant.

PURPOSE: **SEDCO Discuss and Consider a Promotional Agreement for the IDEA Center at Austin College**

If there is a quorum of City Council Members present at the Sherman Economic Development Corporation Meeting scheduled for the same date, time and place

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Todd Thompson, Chairman of the Sherman Economic Development Corporation, called the meeting to order at 12:00 p.m. There was a quorum of Council Members present at the SEDCO Meeting.

SEDCO DISCUSS AND CONSIDER A PROMOTIONAL AGREEMENT FOR THE IDEA CENTER AT AUSTIN COLLEGE

SEDCO Members voted to approve the agreement with Austin College for the IDEA Center. Heidi Ellis, Austin College Vice President for Business Affairs, recognized the partnership with SEDCO, adding that the agreement will provide marketing dollars for their new science building, the IDEA Center.

Mayor Bill Magers, also a SEDCO Member, thanked the City Council for projects they have initiated in the Austin College area including the College Park Overlay District and the Brockett Street improvements that link Austin College with the downtown area. He added that the Austin College project is a \$38 million investment in Sherman and SEDCO will contribute \$300,000 to the project over a five-year period. He thanked the City Council for supporting the project.

ADJOURNMENT

There being no further business to come before the SEDCO Meeting, motion was duly made and approved to adjourn the Called Meeting at 12:05 p.m.

MAYOR

ATTEST

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. A.5

CANVASS OF ELECTION RETURNS

Issue

A tally sheet has been prepared for the City Council to use in their canvass of the Special Municipal Election of November 2, 2010.

Background

The Texas Election Code requires that the City Council canvass the votes by precinct and declare that the Election is official.

Origination

The tally sheet was prepared from the official printout obtained November 2, 2010 after the Election.

Financial Consideration

There is no specific cost associated with canvassing the Election.

Staff Recommendation

It is recommended that the City Council canvass the Election.

Alternatives

There is no viable alternative.

Attachments

A tally sheet is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2010

Registered Voters 20,297

City Ballots Cast 5,903

Percentage Voted 34%

PRECINCTS	1	2	3	4	5	8	20	21	23	32	36	53	65	TOTAL
Early Ballots Cast	244	334	611	126	164	88	95	709	656	168	104	162	255	3,716
Reg. Ballots Cast	226	187	446	104	171	75	85	637	521	223	130	139	243	3,187
Total Ballots Cast	470	521	1,057	230	335	163	180	1,346	1,177	391	234	301	498	6,903
Registered Voters	1,520	1,415	3,440	830	1,598	569	497	2,788	2,838	1,267	945	1,335	1,255	20,297
% of registered voters casting ballots by precinct	30.9%	36.8%	30.7%	27.7%	21.0%	28.6%	36.2%	48.3%	41.5%	30.9%	24.8%	22.5%	39.7%	34.0%

Voter Statistics and Polling Places

PRECINCTS	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Charter Amendment No. 1			
For	2,581	2,273	4,854
Against	417	390	807
Charter Amendment No. 2			
For	2,293	1,969	4,262
Against	778	707	1,485
Charter Amendment No. 3			
For	2,377	2,077	4,454
Against	715	636	1,351
Charter Amendment No. 4			
For	1,438	1,225	2,663
Against	1,556	1,528	3,184
Charter Amendment No. 5			
For	2,181	1,939	4,120
Against	864	768	1,632
Charter Amendment No. 6			
For	2,610	2,342	4,952
Against	471	383	854

Prepared by Linda Ashby, City Clerk, Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. A.6

RESOLUTION NO. 5535

**Declaring the Results of the November 2, 2010 Special Municipal Election
held in the City of Sherman, Grayson County, Texas**

Issue

In order to accommodate the Texas Election Code, the City Council must canvass no earlier than the 8th day after the Election and no later than the 11th day after the Election. This year the 11th day falls on Saturday so the deadline is extended to Monday, November 15, 2010. Therefore, the canvass must be held between November 10 and November 15, 2010. The City Council set the date to canvass for November 15, 2010. Following the canvass of the Election returns, the official results will be declared by reading Resolution No. 5535.

Background

Pursuant to Section 67.003 of the Election Code, each local authority shall convene to conduct the canvass of returns at a specific time after the Election date, at a time set by the Mayor.

Origination

The canvass of Election returns originated with the City Clerk's Office.

Financial Consideration

There is no specific cost associated with canvassing the Election and adopting Resolution No. 5535.

Staff Recommendation

It is recommended that the City Council canvass the Special Election of November 2, 2010 and adopt Resolution No. 5535.

Alternatives

There is no viable alternative.

Attachments

Resolution No. 5535
Election Returns

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

RESOLUTION NO. 5535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 2, 2010 SPECIAL MUNICIPAL ELECTION HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That there came on to be considered the results of the special election held on the 2nd day of November, 2010, for the purposes of amending the city charter; and, it appearing from said results, duly and legally made, that there were cast at said election 6,903 valid and legal votes; and that, upon counting the votes, the following results are indicated:

CHARTER AMENDMENT	VOTE	TOTAL VOTES
Charter Amendment No. 1	For	4,854
	Against	807
Charter Amendment No. 2	For	4,262
	Against	1,485
Charter Amendment No. 3	For	4,454
	Against	1,351
Charter Amendment No. 4	For	2,663
	Against	3,184
Charter Amendment No. 5	For	4,120
	Against	1,632
Charter Amendment No. 6	For	4,952
	Against	854

SECTION 2. That said election was duly called; that notice of said election was given in accordance with law; that said election was held in accordance with law; and that the charter amendment numbers one (1), two (2), three (3), five (5), and six (6) are declared to have passed and the same are hereby declared to be part of the home-rule charter of the City of Sherman, Texas. That charter amendment number four (4) failed.

SECTION 3. That it is further found and determined that, in accordance with the resolution of this governing body, the Clerk posted written notice of the date, place, and subject of this meeting on the bulletin board located at the Sherman City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy

of the election returns shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

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

PASSED AND APPROVED this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Regular Municipal Election November 2, 2010 Registered Voters 20,297 City Ballots Cast 6,903 Percentage Voted 34%

\\03000001\DATA\SETTINGSL\NWMV DOCUMENTS\ELECTIONS\2016 SPECIAL ELECTION - CHARTER AMENDMENTS\TABLE FOR ELECTION OUTCOME - EARLY & ELECTION DAY TOTALS - DRAFT.DOC

Voter Statistics and Polling Places

PRECINCTS	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Charter Amendment No. 1			
For	2,581	2,273	4,854
Against	417	390	807
Charter Amendment No. 2			
For	2,293	1,969	4,262
Against	778	707	1,485
Charter Amendment No. 3			
For	2,377	2,077	4,454
Against	715	636	1,351
Charter Amendment No. 4			
For	1,438	1,225	2,663
Against	1,656	1,528	3,184
Charter Amendment No. 5			
For	2,181	1,939	4,120
Against	864	768	1,632
Charter Amendment No. 6			
For	2,610	2,342	4,952
Against	471	383	854

Prepared by Linda Ashby, City Clerk, Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. B.1

PUBLIC HEARING OF ORDINANCE NO. 5674

Designating a Certain Area as Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

Issue

The creation of a new industrial reinvestment zone in response to a tax abatement requested by GlobiTech Incorporated

Background

On Thursday, October 21, 2010, the Tax Reinvestment Committee met to consider a request from GlobiTech Incorporated for a tax abatement for capital improvements and job creation related to the expansion of their existing silicon wafer "EPI" plant located at F.M. 1417 (Heritage Parkway) and Howe Drive in Sherman. The expansion is driven by the increasing global demand for their product. GlobiTech expects to invest about \$34 million in new equipment and improvements and add at least 30 employees to its existing workforce. The Committee voted to recommend the abatement and creation of the Zone to the City Council and other taxing entities. The law requires that a reinvestment zone be established prior to a tax abatement being granted for eligible projects. The attached ordinance would be the first step in accomplishing the creation of a new commercial/industrial reinvestment zone. The Zone itself will cover only GlobiTech's property.

Ordinance No. 5674 was introduced at the November 1st Council meeting; and, pursuant to State Law, a public hearing was set for the November 15th meeting to allow interested parties to speak to the issue. If the Ordinance is adopted, the request for tax abatement will be addressed at the December 6th Council meeting, in the form of a resolution.

Origination

GlobiTech Incorporated

Financial Consideration

There is no direct cost to creating Industrial Reinvestment Zone, Number 112010-1 and providing the medium for granting tax abatement agreements within the designated zone.

Staff Recommendation

The staff recommends the adoption of Ordinance No. 5674 to create Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas (the "Zone").

Alternatives

The Council could decide not to create this new industrial reinvestment zone.

Attachments

Ordinance No. 5674; Legal Description; Vicinity Map

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5674

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 112010-1, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; 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 Council of the City of Sherman, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "CODE"); and

WHEREAS, a hearing before the City Council was set for 5:00 p.m. on the 15th day of November, 2010, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Sherman; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Grayson County, Grayson County College, and Sherman Independent School District, as required by the CODE; and

WHEREAS, upon such hearing being convened, there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone, and all other taxing units and other interested persons, were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment Zone, and no opponents of the Reinvestment Zone appeared to contest creation of the Reinvestment Zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, will be of general benefit to the City of Sherman, and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published as required by law;
- (b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone, pursuant to the CODE;
- (c) That creation of the proposed Zone, with boundaries as described in Exhibits “A” and “B”, will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the Reinvestment Zone; and
- (d) That the Reinvestment Zone, as defined in Exhibits “A” and “B”, meets the criteria for the creation of a Reinvestment Zone as set forth in Section 312.202 of the CODE in that:
 - (1) It is a contiguous geographic area located wholly within the corporate limits of the City.
 - (2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.
 - (3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or Town, or by a member of a zoning or planning board or commission of the City.
 - (4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3. That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A", attached hereto and depicted in a drawing attached hereto as Exhibit "B", and such Reinvestment Zone shall hereafter be identified as the Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas (the "Zone").

SECTION 4. That the written agreement(s) as provided in the CODE, with the owners of the property located within the Reinvestment Zone, is hereby authorized for a period of up to ten (10) years, and the written agreement(s) shall provide an exemption from taxation of the increased value in the real and/or personal property in the percentages and for the years to be established in the agreements.

SECTION 5. That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. That the contents of the notice of public hearing, which hearing was held before the City Council on the 15th day of November, 2010, and the publication of said notices, is hereby ratified, approved, and confirmed.

INTRODUCED this the _____ day of _____, 2010.

ADOPTED this the _____ day of _____, 2010.

EFFECTIVE DATE: _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

EXHIBIT "A"

FIELD NOTES INDUSTRIAL REINVESTMENT ZONE, NUMBER 112010-1, CITY OF SHERMAN, TEXAS

SITUATED in the City of Sherman, Grayson County, Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being all of Lot 1 and Block 1 of Northgate Technology Park, an addition to said City of Sherman as shown by plat of record in Volume 12, Page 43, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a chiseled "X" cut found in concrete maintaining the Northwest corner of the said Lot 1, Block 1, an addition at the point of intersection of the center of a public road locally known as Howe Drive with the South right-of-way line of F.M. Highway No. 1417, said point also being the Northeast corner of the 183.567 acre tract of land conveyed by James S. Hudson, Trustee, to The Folger Coffee Company by deed dated February 27, 1978, recorded in Volume 1425, Page 180, Deed Records, Grayson County, Texas;

Thence in an Easterly direction with said South right-of-way line of Highway No. 1417 and the North line of said addition the following calls and distances:

North 74°59'00" East, a distance of 21.91 feet to an angle point;
North 56°43'07" East, a distance of 159.54 feet to a concrete monument;
North 74°59'00" East, a distance of 577.60 feet to an angle point;
North 80°41'38" East, a distance of 119.06 feet to a 1/2" steel rod set marking the most Northerly Northeast corner of the said addition;

Thence in a Southeasterly direction along the West side of an access roadway with an East line of the said addition the following calls and distances:

South 15°05'23" East, a distance of 94.50 feet to a 1/2" steel rod found;
South 26°02'25" East, a distance of 35.83 feet to a 1/2" steel rod found;
South 37°41'22" East, a distance of 25.56 feet to a 1/2" steel rod found;
South 46°29'04" East, a distance of 23.57 feet to a 1/2" steel rod found;
South 55°41'37" East, a distance of 12.75 feet to a 1/2" steel rod found;
South 57°43'19" East, a distance of 205.54 feet to a 1/2" steel rod found maintaining an inside "L" corner of said addition;

Thence North 75°47'00" East with a North line of said addition a distance of 475.39 feet to a 1/2" steel rod found maintaining the Northwest corner of the 0.7688 acre tract of land conveyed by Greater Sherman, Inc. to the City of Sherman by deed dated November 8, 1978, recorded in Volume 1455, Page 265, said Deed Records;

Thence Southerly with the West line of the said 0.7688 acre tract and the East line of said addition in a branch the following calls and distances:

South 57°37'00" East, a distance of 71.12 feet;
South 06°00'00" East, a distance of 53.00 feet;
South 06°48'00" West, a distance of 59.50 feet;
South, a distance of 48.43 feet to the Southwest corner of the said 0.7688 acre tract on the North side of a Texas Highway Department Channel Easement;

Thence South 05°04'31" West across said Easement for a total distance of 173.89 feet to the most Easterly Southeast corner of said addition in the center of a creek;

Thence in a Southerly and Westerly direction up the meanders of said center of creek the following calls and distances:

South 69°46'09" West, a distance of 75.53 feet;
South 05°54'16" East, a distance of 63.70 feet;
North 76°18'04" West, a distance of 57.40 feet;
South 12°31'55" West, a distance of 39.23 feet;
North 73°43'51" West, a distance of 86.56 feet;
South 01°15'55" East, a distance of 57.33 feet;
South 61°33'32" West, a distance of 25.91 feet;
North 29°06'44" West, a distance of 28.23 feet;
South 62°57'11" West, a distance of 26.52 feet;
South 26°24'54" West, a distance of 31.56 feet;
South 77°46'13" West, a distance of 30.30 feet;
North 64°55'57" West, a distance of 25.77 feet;
South 76°41'32" West, a distance of 61.97 feet;
South 09°21'14" East, a distance of 42.49 feet;
South 56°44'29" West, a distance of 15.52 feet;
North 27°42'25" West, a distance of 40.76 feet;
South 53°07'18" West, a distance of 49.70 feet;
South 34°46'51" East, a distance of 37.00 feet;
South 52°17'02" West, a distance of 46.67 feet;
South 81°43'39" West, a distance of 78.14 feet;
North 28°45'58" West, a distance of 62.71 feet;
South 82°41'18" West, a distance of 22.33 feet;
South 17°02'27" West, a distance of 33.81 feet;
South 44°30'28" West, a distance of 19.59 feet;
South 73°38'45" West, a distance of 42.84 feet;
South 03°12'35" West, a distance of 187.90 feet;
South 60°49'12" West, a distance of 99.25 feet;
South 79°07'09" West, a distance of 137.20 feet;
South 83°07'38" West, a distance of 65.14 feet;
North 79°48'26" West, a distance of 16.93 feet to the most Southerly Southwest corner of said addition;

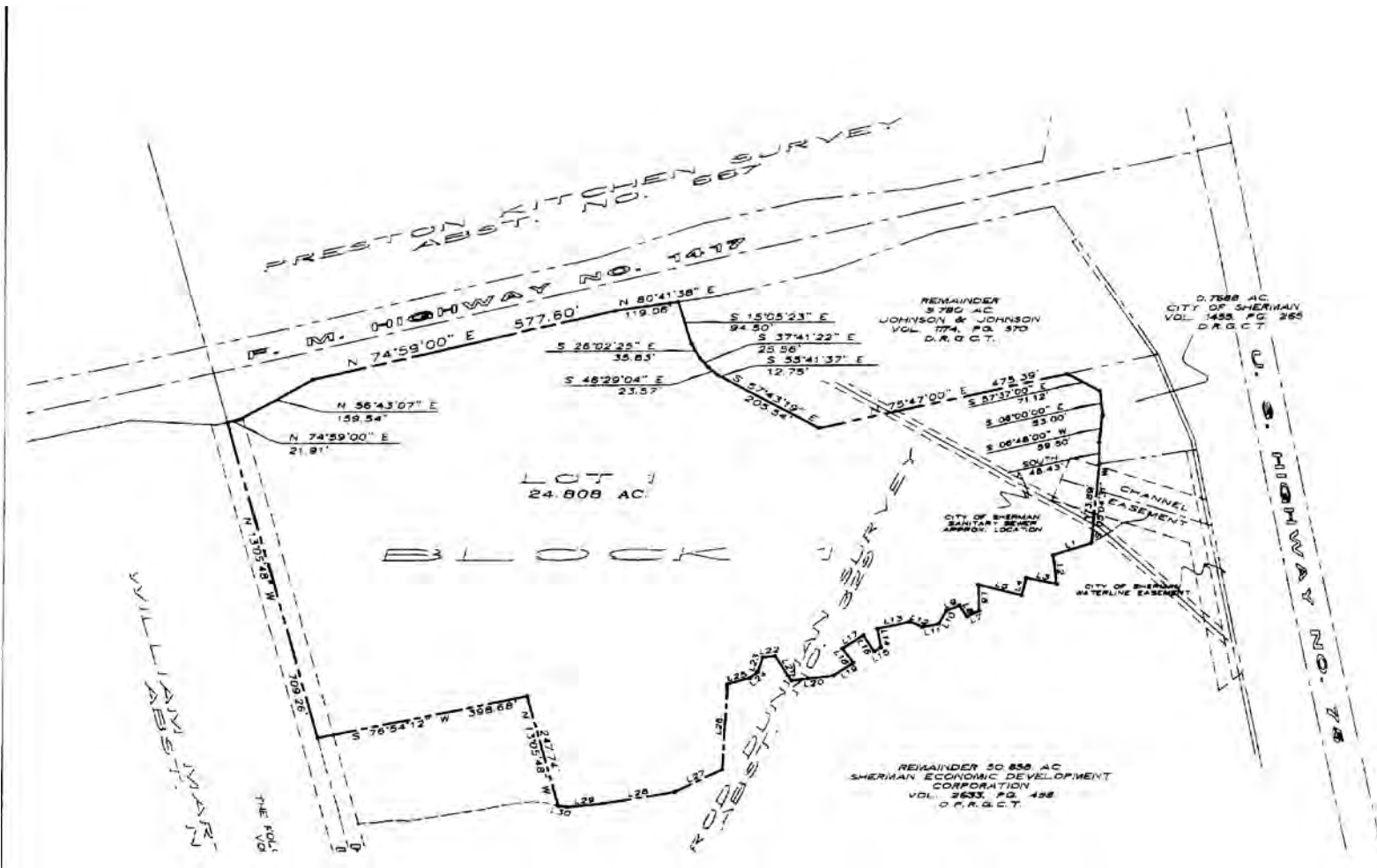
Thence North 13°05'48" West, leaving said creek, passing a 1/2" steel rod found at 50 feet and continuing for a total distance of 247.74 feet to a 1/2" steel rod found maintaining an inside "L" corner;

Thence South 76°54'12" West, passing a 1/2" steel rod found in the East line of said Howe Drive at 368.68 feet and continuing for a total distance of 398.68 feet to a chiseled "X" cut found maintaining the most Westerly Southwest corner of said addition the said center of Howe Drive;

Thence North 13°05'48" West with said center of Howe Drive and West line of said addition a distance of 709.26 feet to the Point-of-Beginning and containing 24.808 acres of land more or less.....

EXHIBIT "B"

VICINITY MAP - REINVESTMENT ZONE NO. 112010-1





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5675

Closing and Abandoning One Alley Segment within Block One Grand N Addition to the City of Sherman, Texas, Bounded by Grand Avenue, Luckett Street, Richards Street and Dorchester Street, Portions of Said Property to be Maintained as a Utility Easement; Conveying the Interest in Said Right-of-Way to the Abutting and Adjacent Property Owner, Austin College

Issue

To consider approving the closure and abandonment of one alley segment for sale and conveyance to Austin College

Background

Austin College has made a request to purchase one alley segment as part of a project to construct new student housing, part of the planned expansion of the Austin College campus. Austin College currently owns all property adjacent to the alley segment. This Ordinance will perform the necessary administrative action to officially close and abandon the alley segment and prepare it for sale to Austin College.

Origination

Austin College

Financial Consideration

The cost of the required appraisal was covered by Austin College. Based upon the appraised value of the alley segment, the sale would yield \$1,600.00. Maintenance of this alley segment will revert to Austin College.

Staff Recommendation

It is recommended that the City Council approve the Ordinance closing and abandoning this alley segment and permitting the sale to Austin College.

Alternatives

As may be directed by the City Council

Attachments

Ordinance No. 5675

Austin College request letter

Appraisal and Survey

Location Map

Prepared by:

Don Keene, Exec. Director - Planning & Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 5675

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING ONE ALLEY SEGMENT WITHIN BLOCK ONE GRAND N ADDITION TO THE CITY OF SHERMAN, TEXAS, BOUNDED BY GRAND AVENUE, LUCKETT STREET, RICHARDS STREET AND DORCHESTER STREET, PORTIONS OF SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE ABUTTING AND ADJACENT PROPERTY OWNER, AUSTIN COLLEGE; 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 the hereinafter described alley segment in the City of Sherman, Grayson County, Texas, shall be closed and abandoned, save and except the entire 15' ALLEY 3 right-of-way shall be reserved as an easement for public and franchise utilities for the right of ingress and egress to same for purposes of operation, maintenance or removal of such utilities or until such utilities shall be abandoned or relocated:

ALLEY 3

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the CHARLES CARTER SURVEY, Abstract No. 220, being a part of the East/West 15 foot alley lying along the South line of Block THREE (3) of MILDRED HEIGHTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch rebar maintaining the Southeast corner of Lot Four in said Block Three, at the intersection of the North line of said East/West alley with the West line of Grand Avenue;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 15.47 feet to the Southeast corner of the herein described tract, on the North line of a 69.5 x 150 foot tract of land conveyed by James Earl Thrasher, et al to Dorothy Calhoun Fowler by deed dated January 13, 1976, recorded in Volume 1332, Page 770, Deed Records, Grayson County, Texas:

THENCE South 74 deg. 25 min. 33 sec. West, with the South line of said alley, the North line of said 69.5 x 150 foot tract, a distance of 144.07 feet to a set ½ inch capped rebar stamped SARTIN-3694 for its Northwest corner, the Northeast corner of an 0.4 acre tract conveyed by American Bank of Texas to Austin

College by deed dated February 15, 2000, recorded in Volume 2890, Page 404, Official Public Records, Grayson County, Texas;

THENCE North 19 deg. 42 min. 57 sec. West, a distance of 14.43 feet to the Southwest corner of said Lot Four, at the intersection of the North line of said East/West alley with the East line of a 16 foot alley running North through said Block Three;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Lot Four, a distance of 145.00 feet to the **PLACE OF BEGINNING** and containing **2159 SQUARE FEET OF LAND** more or less.....

SECTION 2. That it is the intent of the City Council that the right and interest in such right-of-way herein closed and vacated shall vest to the abutting property owner by appropriate conveyance of said right-of-way herein described.

SECTION 3. 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 _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



November 3, 2010

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

Dear Mr. Taylor:

The college is interested the city abandoning an alley way and allowing the college to purchase it. I have enclosed the appraisal for the alley, which is located on the north side of Austin College's campus and is in the new student housing development area. I have also included an overview map with the alleyway highlighted in green and a copy of the unrecorded deed from the recently purchased lot located at 1202 N. Grand, south of the alley; the college now owns all the adjacent property.

A survey has been completed by Sartin and Associates, Inc. in Sherman and the survey is included in the appraisal by Walcott Black & Associates.

Austin College is willing to pay the appraised value of \$1,600.

We would appreciate this item being added to the agenda for the next City Council meeting. Please contact me if you or the Council need any further information. Thank you for your consideration.

Regards,

A handwritten signature in cursive script that reads 'Heidi B. Ellis'.

Heidi Ellis
Vice President for Business Affairs

"D"

WALCOTT G. BLACK, SRA & ASSOCIATES

File No. L GRAND AVE ALLEY

APPRAISAL OF

A 15.47' X 144.07' X 14.43' X 145' CITY OF SHERMAN ALLEY (WEST SIDE OF GRAND AVENUE - 1200 BLOCK)

LOCATED AT:

"WEST SIDE OF GRAND AVENUE"
SHERMAN, TEXAS 75090

FOR:

CLIENT AUSTIN COLLEGE
900 NORTH GRAND AVENUE
SHERMAN, TX 75090

BORROWER:

CLIENT AUSTIN COLLEGE

AS OF:

JUNE 11, 2010 (DATE OF VALUE)

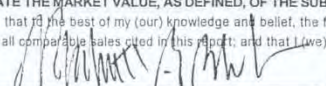
BY:

WALCOTT G. BLACK, SRA
WALCOTT G. BLACK, SRA & ASSOCIATES (002 802 7000)

W

WALCOTT G. BLACK, SRA & ASSOCIATES
LAND APPRAISAL REPORT

File No. - GRAND AVE ALLEY 201C

SUBJECT	Property Address "WEST SIDE OF GRAND AVENUE" Census Tract 0014.00		LENDER DISCRETIONARY USE		
	City SHERMAN County GRAYSON State TX Zip Code 75090		Sale Price \$ MARKET VALUE		
	Legal Description SEE ATTACHED SARTIN SURVEY & FIELD NOTES		Date N/A		
	Owner/Occupant AUSTIN COLLEGE / CITY OF SHERMAN Map Reference 63		Mortgage Amount \$ N/A		
NEIGHBORHOOD	Sale Price \$ MARKET VALUE Date of Sale N/A		Mortgage Type N/A		
	Loan charges/concessions to be paid by seller \$ N/A		Discount Points and Other Concessions		
	R.E. Taxes \$ N/A Tax Year 2010 HOA \$/Mo. N/A		Paid by Seller \$ N/A		
	Lender/Client CLIENT AUSTIN COLLEGE		Source AUSTIN COLLEGE		
	900 NORTH GRAND AVENUE SHERMAN, TEXAS 75090				
	LOCATION ☒ Urban ☐ Suburban ☐ Rural ☒ Over 75% ☐ 25-75% ☐ Under 25% GROWTH RATE ☐ Rapid ☐ Stable ☒ Slow PROPERTY VALUES ☐ Increasing ☒ Stable ☐ Declining DEMAND/SUPPLY ☐ Shortage ☒ In Balance ☐ Over Supply MARKETING TIME ☐ Under 3 Mos. ☐ 3-6 Mos. ☒ Over 6 Mos.		NEIGHBORHOOD ANALYSIS Employment Stability ☐ Good ☒ Avg ☐ Fair ☐ Poor Convenience to Employment ☐ ☒ ☐ ☐ Convenience to Shopping ☐ ☒ ☐ ☐ Convenience to Schools ☐ ☒ ☐ ☐ Adequacy of Public Transportation ☐ ☒ ☐ ☐ Recreation Facilities ☐ ☒ ☐ ☐ Adequacy of Facilities ☐ ☒ ☐ ☐ Property Compatibility ☐ ☒ ☐ ☐ Protection from Detrimental Cond. ☐ ☒ ☐ ☐ Police & Fire Protection ☐ ☒ ☐ ☐ General Appearance of Properties ☐ ☒ ☐ ☐ Appeal to Market ☐ ☒ ☐ ☐		
	PRESENT LAND USE % Single Family 60% 2-4 Family Multi-Family Commercial Industrial Vacant 40%		LAND USE CHANGE ☐ Not Likely ☐ Likely ☐ In process ☒ To SEE HIGHEST AND BEST USE ANALYSIS.		
	PREDOMINANT OCCUPANCY ☐ Owner ☒ Tenant ☐ Vacant (0-5%) ☐ Vacant (over 5%)		SINGLE FAMILY HOUSING PRICE AGE \$ (000) (yrs) 30,000 Low 10YRS 90,000 High 90YRS Predominant 40,000 - 70 YRS		
	Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: See Attached Addendum				
SITE	Dimensions 15.47' X 144.07' X 14.43' X 145' - MARSHALL SARTIN SURVEY Site Area ABOUT 2,159 Sq. Ft. +/- Corner Lot NO Zoning Classification RESIDENTIAL R - 1 Zoning Compliance YES HIGHEST & BEST USE: Present Use City of Sherman Alley Other Use N/A		Topography FAIRLY LEVEL - TREES Size APPX 2,159 SQ FT +/- Shape CIGARETTE (SLENDER) Drainage GRADED TO LOT LINE View HOMES & VACANT LOTS Landscaping NONE Driveway NONE Apparent Easements REFER TO NEW SURVEY. FEMA Flood Hazard Yes* No X FEMA* Map/Zone 48181C0145 E		
	UTILITIES Public Other Electricity ☒ T X U Gas ☒ ATMOS Water ☒ CITY Sanitary Sewer ☒ CITY Storm Sewer ☒ CITY		SITE IMPROVEMENTS Type Public Private Street ASPHALT ☒ ☐ Curb/Gutter CONCRETE ☒ ☐ Sidewalk NONE ☐ ☐ Street Lights ELECTRIC ☒ ☐ Alley Subject is an alley. ☐ ☐		
	Comments (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): SEE ATTACHED				
The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.					
SALES COMPARISON ANALYSIS	ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	W/S GRAND AV SHERMAN, TEX	LOT 3, BLK 31, N. BRENTS AV SHERMAN, TEXAS	LOT 9, BLK 2, EAST ALMA ST SHERMAN, TEXAS	300 WEST KING STREET SHERMAN, TEXAS
	Proximity to Subject		About 8 Blocks Northeastward	About 10 Blocks Northeastward	Across Town Southwestward
	Sales Price	\$ MARKET VAL	\$ 7,500.	\$ 5,000.	\$ 5,750.
	Price/	\$ N/A	\$ 1.00 / Sq Ft	\$ 00.65 / Sq Ft	\$ 00.78 / Sq Ft
	Data Source	Site Visit	Braeswood Realty - MLS	H.T. Morris Company - MLS	Sher-Den Realty - MLS
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjustment	DESCRIPTION +/- \$ Adjustment	DESCRIPTION +/- \$ Adjustment
	Sales or Financing		CASH SALE	CASH SALE	CASH SALE
	Concessions		NO SELLER PTS	NO SELLER PTS	NO SELLER PTS
	Date of Sale/Time	N/A	FEBRUARY 2010	JUNE 2008	OCTOBER 2008
	Location	AVERAGE	AVERAGE	INFERIOR	AVERAGE
	Site/View	2,159 SQ FT	7,500 SQ FT +15/SQ FT	7,666 SQ FT +15/SQ FT	7,405 SQ FT +15/SQ FT
	TOPOGRAPHY	MOST LEVEL	MOST LEVEL	MOST LEVEL	MOST LEVEL
	CONFIGURATION	CIGARETTE	RECTANGULAR -25/SQ FT	RECTANGULAR -25/SQ FT	RECTANGULAR -25/SQ FT
	RECONCILIATION	Net Adj. (total) ☐ + ☒ - \$ 10 ☒ + ☐ - \$ 15 ☐ + ☒ - \$ 10			
Indicated Value of Subject Gross: 4000.0 Net: -1000.0 \$00.90 / SQ FT Gross: 10000.0 Net: 2307.7 \$00.80 / SQ FT Gross: 5128.2 Net: -1282.1 \$00.68 / SQ FT					
Comments of Sales Comparison: THE COMPARABLES OFFER A VALUE RANGE PER SQUARE FOOT (AFTER ADJUSTMENT) FOR THIS SUBJECT OF \$00.68 TO \$00.90. THE SUBJECT AND COMPARABLE VISITS PLUS MARKET ANALYSIS INDICATES A VALUE PER SQUARE FOOT FOR THIS ALLEY OF \$00.75. THEN, THE SUBJECT'S 2,159 SQUARE FEET X \$00.75 = A FINAL VALUE OPINION					
Comments and Conditions of Appraisal: OF \$1,600 (RND) FOR THE SUBJECT AS OF THE PROPERTY VISIT DATE.					
Final Reconciliation: THIS SALES APPROACH WILL CARRY THE WEIGHT IN THIS APPRAISAL. THERE ARE NO IMPROVEMENTS ON THIS PARCEL SO A COST APPROACH WAS NOT DEVELOPED. THE INCOME METHOD WAS NOT UTILIZED AS THIS LOT DOES NOT PRODUCE INCOME. THE SALES APPROACH IS USUALLY THE BEST VALUE REFLECTOR FOR SELLERS AND BUYERS. I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF JUNE 11, 2010 (Date of Value) to be \$ 1,600.					
I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.					
Appraiser(s) 		Review Appraiser		☒ Did ☐ Did Not (if applicable) Inspect Property	

ADDENDUM

Borrower: CLIENT AUSTIN COLLEGE	File No: L GRAND AVE ALLEY 2010
Property Address: "WEST SIDE OF GRAND AVENUE"	Case No.:
City: SHERMAN	State: TX Zip: 75090
Lender: CLIENT AUSTIN COLLEGE	

Neighborhood Comments

This mature neighborhood is northeast of the downtown Sherman square being centered around Austin College, as well as, Grand Avenue, plus Lockett and Dorchester Streets. Grand Avenue is a main artery for east Sherman travel whereby it fronts this subject alley on the east. Neighborhood boundaries are North: Lewis Street, East: Grand Avenue, South: East Lamar Street, and West: North Maxey Street. Marketing concerns are not present.

Improvements are not compatible in this specific neighborhood as there is Austin College, as well as, vacant lots and older, single family dwellings. Many homes have undergone a change-in-use from owner occupied to rental units. Most have been well maintained. The vacant lots for this immediate neighborhood are Austin College owned with good appeal. And, many older homes were purchased by Austin College for their campus expansion mission whereby they were moved or razed. Austin College has purchased City of Sherman alleys, closed these alleys, and constructed college improvements. The immediate neighborhood now has a good reputation resulting from Austin College's campus expansion projects.

The general appearance for properties within this neighborhood is mostly good. However, this immediate neighborhood is not in the primary growth pattern for the City of Sherman regarding new, single family development. This neighborhood is experiencing a change-in-use because of Austin College. Marketability for that vacant lot is average.

Site Comments

HIGHEST & BEST USE ANALYSIS:

The subject site was analyzed "AS IS". The present use as a City of Sherman alley is probable, is legal, is physically possible, can be appropriately supported, and is financially feasible. The highest and best use of this subject site is continued use as a City of Sherman alley.

THE SITE:

The subject site is on the west side of Grand Avenue being within the 1200 Block. There is no 911 address for this property within the Grayson Central Appraisal District as there is no home on the subject site. So, for purposes of this appraisal, the property address is "West Side of Grand Avenue".

West Side of Grand Avenue

Subject and for purposes of this appraisal, the property address is Sherman, Texas.

ry line along the west side of Grand Avenue. The south boundary line is a City of Sherman alley which is 14.43 feet wide as it is directioned Sherman alley which too is directioned it terminates on the west side of subject according to that Marshall

. So, any non-nuisance use of this good.

neighborhood to my knowledge as Austin College as a result of their campus I / industrial growth pattern for the is Austin College.

north side of this subject alley, but Sartin survey. Flood hazard zones gular, but being slender or, cigarette - this subject site. This subject, being

term for this City of Sherman alley

is property has not sold in the past

A "fresh" Marshall Sartin Survey indicates the east (front) boundary Avenue to be 15.47 feet wide as it is directioned near north - south directioned near east - west is 144.07 feet long as it terminates or also directioned near east - west. The rear (west) boundary line is near north - south and, is contiguous east to yet another City of S near east - west. And, the north boundary line is 145 feet long as Grand Avenue. So, there is about 2,159 square feet within this Sartin survey.

The City of Sherman indicates the zoning to be R - 1, Residential property would be legal and probably accepted for this neighborhood.

There is no planned single family development for this immediate many sites were built-out years ago or, are now owned by Austin expansion mission. And, this subject is not in a major commercial City of Sherman. Any new development for this immediate locale

The topography is mostly level. There are mature trees along the their exact locations are unknown as they were not placed on that are not present (in-house flood map). The configuration is rectangular like. All city utilities are available. There are no improvements ON a City of Sherman alley, is typical of other City of Sherman alleys.

Finally, marketing for this subject is maybe average. A marketing will be within a range of 9 months to 1 year.

HISTORY FOR THIS SUBJECT:

The subject has been a City of Sherman alley for many years. Three years. There is no listing for this subject. Any effort

ADDENDUM

Borrower: CLIENT AUSTIN COLLEGE	File No.: L GRAND AVE ALLEY 2010
Property Address: "WEST SIDE OF GRAND AVENUE"	Case No.:
City: SHERMAN	State: TX Zip: 75090
Lender: CLIENT AUSTIN COLLEGE	

request regarding a City of Sherman alley Austin College wishes to purchase. Ellis indicated a need for this value opinion so Austin College could go forward in their negotiations with the City of Sherman for their alley purchase. So, the intended client and user of this appraisal is Heidi Ellis of Austin College. And, the intended use of this appraisal is for this author to offer a market value opinion of the subject alley as of that site visit date being June 11, 2010 (Date of Value). This appraisal will guide Heidi Ellis and Austin College with purchasing this City of Sherman alley.

Ellis indicated the Marshall Sartin Survey Company would furnish this writer a survey of this subject. The site was first visited on June 11, 2010 and photographed. Approximate boundary lines were identified with aid from the Sartin Survey.

Special attention was made of neighborhood reputation / development, general location, change in land-use, proximity to Austin College, single family / commercial / industrial neighbors, parcel shape and size, zoning, any improvements on the site, availability of utilities, any flood hazard zone concerns, and proximity to downtown Sherman. The City of Sherman was contacted regarding zoning and minimum lot size for any new construction whether it be for residential or commercial.

Eight comparable, vacant lot sales were gathered, visited, and analyzed. Only three lot sales were utilized within this appraisal. Those others not chosen for the sales grid were too far from the subject, were too old in closing date, or contained improvements. These comparables were adjusted back to the subject when different. These comparables, after adjustment, support a value opinion per square foot for this subject property.

Note: Comparable lot sales one and two are now improved with single family homes, but there were no improvements on these lots at sale time.



outside those properties
ar search swath was
his reported market value
narket value.

d hand-delivered to Heidi

Numerous, recent, vacant lot sales for this neighborhood were not available purchased by Austin College. The market is slower for this locale. So, a wide conducted. Still, comparables were available and after adjustment, support a opinion as of June 11, 2010. And, there is no personal property within this r

The appraisal was completed, signed on June 16, 2010 (Date of Report) and Ellis, Vice President of Austin College here in Sherman, Texas.

Borrower	CLIENT AUSTIN COLLEGE				File No.	L GRAND AVE ALLEY 2010
Property Address	"WEST SIDE OF GRAND AVENUE"					
City	SHERMAN	County	GRAYSON	State	TX	Zip Code 75090
Lender	CLIENT AUSTIN COLLEGE					

APPRAISAL AND REPORT IDENTIFICATION

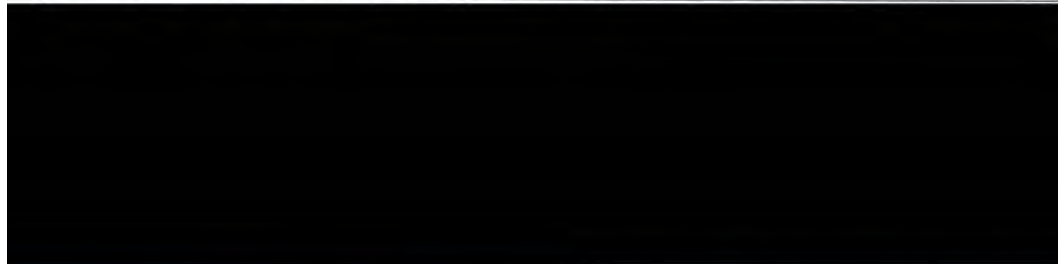
This Appraisal Report is one of the following types:

- ☐ **Self Contained** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ **Summary** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Use** (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Appraiser's Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- Unless noted below, I have no present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I ☒ have ☐ have not made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report.)



Any State mandated requirements:

IL IS HEIDI ELLIS OF AUSTIN COLLEGE. AND, THE INTENDED USE OF MARKET VALUE OPINION OF THE SUBJECT AS OF THAT SITE VISIT HEIDI ELLIS OF AUSTIN COLLEGE IN THEIR NEGOTIATIONS WITH OF THIS CITY OF SHERMAN ALLEY.

Comments on Appraisal and Report Identification
Note any USPAP related issues requiring disclosure and

THE INTENDED USER AND CLIENT FOR THIS APPRAISAL THIS APPRAISAL IS FOR THIS APPRAISER TO OFFER A DATE BEING JUNE 11, 2010. THIS APPRAISAL WILL AID THE CITY OF SHERMAN REGARDING THE PURCHASE C

SUPERVISORY APPRAISER (only if required):

APPRAISER:

[Handwritten signature]

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

aps that are provided by the Federal Emergency Management Agency (or other data
r the subject site is located in an identified Special Flood Hazard Area. Because the
express or implied, regarding this determination.

urt because he or she made an appraisal of the property in question, unless specific

in the cost approach at its highest and best use and the improvements at their
and and improvements must not be used in conjunction with any other appraisal and

lverse conditions (such as, needed repairs, depreciation, the presence of hazardous
pection of the subject property or that he or she became aware of during the normal
erwise stated in the appraisal report, the appraiser has no knowledge of any hidden
an environmental conditions (including the presence of hazardous wastes, toxic
or less valuable, and has assumed that there are no such conditions and makes no
ig the condition of the property. The appraiser will not be responsible for any such
ng that might be required to discover whether such conditions exist. Because the
zards, the appraisal report must not be considered as an environmental assessment

nd opinions that were expressed in the appraisal report from sources that he or she
and correct. The appraiser does not assume responsibility for the accuracy of such

appraisal report except as provided for in the Uniform Standards of Professional

and valuation conclusion for an appraisal that is subject to satisfactory completion,
ie improvements will be performed in a workmanlike manner

3. The appraiser has examined the available flood m:
sources) and has noted in the appraisal report whethe
appraiser is not a surveyor, he or she makes no guarantees,

4. The appraiser will not give testimony or appear in co
arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land
contributory value. These separate valuations of the li
are invalid if they are so used.

6. The appraiser has noted in the appraisal report any a
wastes, toxic substances, etc.) observed during the ins
research involved in performing the appraisal. Unless oth
or unapparent conditions of the property or advers
substances, etc.) that would make the property more
guarantees or warranties, express or implied, regardi
conditions that do exist or for any engineering or testi
appraiser is not an expert in the field of environmental ha
of the property.

7. The appraiser obtained the information, estimates, a
considers to be reliable and believes them to be true i
items that were furnished by other parties.

8. The appraiser will not disclose the contents of the
Appraisal Practice.

9. The appraiser has based his or her appraisal report
repairs, or alterations on the assumption that completion of it

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and

omulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable net exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented on the effect of the adverse conditions on the marketability of the subject property.

I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: "WEST SIDE OF GRAND AVENUE" SHERMAN, TEXAS 75090

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SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. Box 1843 * 109 S. Travis Street * Sherman, Texas 75091-1843
Ph (9023) 892-8003 * Fax (903)-868-2970 * Email – msartin@gcecisp.com

ALLEY 3

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the CHARLES CARTER SURVEY, Abstract No. 220, being a part of the East/West 15 foot alley lying along the South line of Block THREE (3) of MILDRED HEIGHTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 191 Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found $\frac{1}{2}$ inch rebar maintaining the Southeast corner of Lot Four in said Block Three, at the intersection of the North line of said East/West alley with the West line of Grand Avenue;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 15.47 feet to the Southeast corner of the herein described tract, on the North line of a 69.5 x 150 foot tract of land conveyed by James Earl Thrasher, et al to Dorothy Calhoun Fowler by deed dated January 13, 1976, recorded in Volume 1332, Page 770, Deed Records, Grayson County, Texas;

THENCE South 74 deg. 25 min. 33 sec. West, with the South line of said alley, the North line of said 69.5 x 150 foot tract, a distance of 144.07 feet to a set $\frac{1}{2}$ inch capped rebar stamped SARTIN-3694 for its Northwest corner, the Northeast corner of an 0.4 acre tract conveyed by

dated February 15, 2000, recorded in
on County, Texas;

distance of 14.43 feet to the Southwest

American Bank of Texas to Austin College by deed
Volume 2890, Page 404, Official Public Records, Grayson

THENCE North 19 deg. 42 min. 57 sec. West, &



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5676

**Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a 10' x 30' Double-Sided Billboard in a C-2 (General Commercial) District at 902 South Sam Rayburn Freeway, being Lots 18-20, L.C. Chapman's Second Addition (Spavinaw Properties, LLC, Owners; and Jason Sofey, Representative); 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 Spavinaw Properties, LLC (Owners) and Jason Sofey (Representative) concerning the property at 902 South Sam Rayburn Freeway, being Lots 18-20, L.C. Chapman's Second Addition, to allow a 10' x 30' double-sided billboard in a C-2 (General Commercial) District

Background

The property is located at 902 South Sam Rayburn Freeway, south of Center Street. The owner would like to erect a 300 square foot, double-sided billboard on the property.

Origination

Spavinaw Properties, LLC (Owners); and Jason Sofey (Representative)

Board Recommendation

At the October 19, 2010 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. 5676

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. 5676

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 A 10' X 30' DOUBLE-SIDED BILLBOARD IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 902 SOUTH SAM RAYBURN FREEWAY, BEING LOTS 18-20, L.C. CHAPMAN'S SECOND ADDITION (SPAVINAW PROPERTIES, LLC, OWNERS; AND JASON SOFEY, 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; 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, Spavinaw Properties, LLC (Owners) and Jason Sofey (Representative) are granted a Specific Use Permit to allow a 10' x 30' double-sided billboard in a C-2 (General Commercial) District at 902 South Sam Rayburn Freeway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 18-20, L.C. Chapman's Second 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, the O-1.2 (Sam Rayburn) Overlay District and the sign ordinance must be followed.
2. Billboards shall be a minimum 30' from any residentially zoned property.

3. All lighting of the billboard shall be shielded as not to produce intensive or excessive light or glare on adjacent property or traffic.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

5. Verify easement location for sanitary sewer. An encroachment easement will be required if the sign is to be located within the sewer easement.

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 _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



City of Sherman, Texas
Developmental Services Department

902 South Sam Rayburn Freeway

0 35 70 140 Feet





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



902 S. Sam Rayburn

Department of Developmental Services



902 S. Sam Rayburn





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

Scale: 1" = 30'

SURVEY FOR: RALPH RENSHAW

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 14th day of November, 2006 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

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

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

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 19, 2010
Lawrence Davis, Chairman

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

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

902 South Sam Rayburn Freeway
Being Lots 18-20, L.C. Chapman's Second Addition
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and Site Plan approval to allow a 10x30 double-sided billboard in a C-2 (General Commercial) District and O-1.2 (Sam Rayburn) Overlay District.

Background

The property is located at 902 South Sam Rayburn Freeway; south of Center Street. The owner would like to erect a 300 square foot, double sided billboard on the property.

Adjacent Zoning:

C-2 (General Commercial) District and R-1 (One Family Residential) District

Origination:

Spavinaw Properties, LLC (Owners) and Jason Sofey (Representative)

Master Plan Designation:

General Commercial

Number of notices mailed: 10

Objections received: 0

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

Prepared By:
Patsy Reeves
Developmental Services Secretary

Approved By:
Scott Shadden,
Director of Developmental Services

SHERMAN



STAFF REVIEW LETTER

October 13, 2010

Spavinaw Properties LLC
1205 S. Crockett
Sherman, TX 75090

Jason Sofey
1218 Preston
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a 10x30 double-sided billboard in a C-2 (General Commercial) District and O-1.2 (Sam Rayburn) Overlay District for the property located at 902 South Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2010 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn) Overlay District and the sign ordinance must be followed.
2. Billboards shall be a minimum 30' from any residentially zoned property.
3. All lighting of the billboard shall be shielded as not to produce intensive or excessive light or glare on adjacent property or traffic.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required

Engineering:

5. Verify easement location for sanitary sewer. An encroachment easement will be required if the sign is to be located within the sewer easement.

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

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

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

Respectfully,

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

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

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

P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106 (903) 892-7206



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5677

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Skilled Nursing Facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East, being 5.974 acres in the William Milligan Survey, Abstract No. 875 (One Ganesha, LTD, Owners; and Michael Clark, Representative); 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 One Ganesha, LTD (Owners) and Michael Clark (Representative) concerning the property located in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East, being 5.974 acres in the William Milligan Survey, Abstract No. 875, to allow a skilled nursing facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District

Background

The property is located in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East; the southeast corner of U.S. Highway 75 and FM 691. The owners would like to construct a skilled nursing facility with 83 parking spaces.

Origination

One Ganesha, LTD (Owners) and Michael Clark (Representative)

Board Recommendation

At the October 19, 2010 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. 5677

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. 5677

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 A SKILLED NURSING FACILITY IN A C-2 (GENERAL COMMERCIAL) DISTRICT, SF-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT AND O-1 (75 & 82) OVERLAY DISTRICT IN THE 6000-6100 BLOCKS OF U.S. HIGHWAY 75 NORTH AND THE 1500-1600 BLOCKS OF FM 691 EAST, BEING 5.974 ACRES IN THE WILLIAM MILLIGAN SURVEY, ABSTRACT NO. 875 (ONE GANESHA, LTD, OWNERS; AND MICHAEL CLARK, 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; 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, One Ganesha, LTD (Owners) and Michael Clark (Representative) are granted a Specific Use Permit to allow a skilled nursing facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of FM 691 East, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a tract of land situated in the William Milligan Survey, Abstract No. 875, in the City of Sherman, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner on the Southerly right-of-way line of F.M. Highway 691, a variable width right-of-way, said being in the westerly line of the remaining tract of land as described in a deed to Joe M. Joiner and recorded in Volume 1118, Page 610 (DRGCT);

THENCE departing the southerly right-of-way line of F.M. Highway 691 and along the westerly line of the remaining Joiner tract as follows:

South 30 deg 22 min 12 sec West, a distance of 291.24 feet to a 3/8 inch iron rod found for corner;

North 89 deg 34 min 53 sec West, a distance of 148.65 feet to a 3/8 inch iron rod found for corner;

North 61 deg 45 min 09 sec West, a distance of 349.96 feet to a 3/8 inch iron rod found for corner;

South 44 deg 41 min 17 sec West, a distance of 374.27 feet to a point from which a 3/8 inch iron rod found bears North 29 deg 12 min 35 sec West a distance of 0.35 feet;

THENCE departing said westerly line of the remaining Joiner tract, over and across said Valley Plaza tract, the following courses and distances:

North 66 deg 03 min 03 sec West, a distance of 445.17 feet to a point for corner;

North 28 deg 15 min 01 sec East, a distance of 30.72 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 115.00 feet, a central angle of 02 deg 59 min 26 sec, a chord bearing of North 29 deg 44 min 44 sec East, and a chord length of 6.00 feet;

Along said curve to the right, an arc distance of 6.00 feet to a point for corner;

North 31 deg 14 min 27 sec East, a distance of 259.62 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 100.00 feet, a central angle of 70 deg 42 min 12 sec, a chord bearing of North 66 deg 35 min 33 sec East, and a chord length of 115.72 feet;

Along said curve to the right, an arc distance of 123.40 feet to a point for corner;

South 78 deg 03 min 21 sec East, a distance of 299.72 feet to a point for corner, said point being the beginning of a curve to the right having a radius of 400.00 feet, a central angle of 17 deg 05 min 10 sec, a chord bearing of South 69 deg 30 min 47 sec East, and a chord length of 118.84 feet;

Along said curve to the right, an arc distance of 119.28 feet to a point for corner;

South 60 deg 58 min 12 sec East, a distance of 491.02 feet to a point for corner;

North 30 deg 22 min 12 sec East, a distance of 282.68 feet to a point for corner on said Southerly right-of-way line of F.M. Highway 691;

THENCE South 50 deg 06 min 05 sec East a distance of 50.70 feet to the **POINT OF BEGINNING**.

CONTAINING within these metes and bounds 260,240 square feet or 5.974 acres of land. The bearings contained herein are based upon the deed to Valley Plaza LTD. as recorded in Volume 2016, Page 637 (DRGCT);

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the SF-1 (Single Family Residential) District and Commercial Tree and Landscaping Ordinance must be followed.
2. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
3. All parking shall be on private property; parking is permitted on paved surfaces only.
4. Fire lanes shall be coordinated with the Fire Marshal.
5. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

6. Platting of the property is required.
7. Detention in accordance with City of Sherman criteria is required.
8. A 12" waterline shall be extended to the eastern most property line of the subdivision along FM 691.
9. A utility plan is to be provided and approved by the City Engineering Department.
10. No street frontage exists for the skilled nursing facility site. Each lot is required to have street frontage.
11. The driveways onto US Hwy 75 and FM 691 are to be installed to TxDOT and City of Sherman standards. Permit and inspection to be provided by the City of Sherman Engineering Department.
12. Must comply with all drainage requirements of the City of Sherman.

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 _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

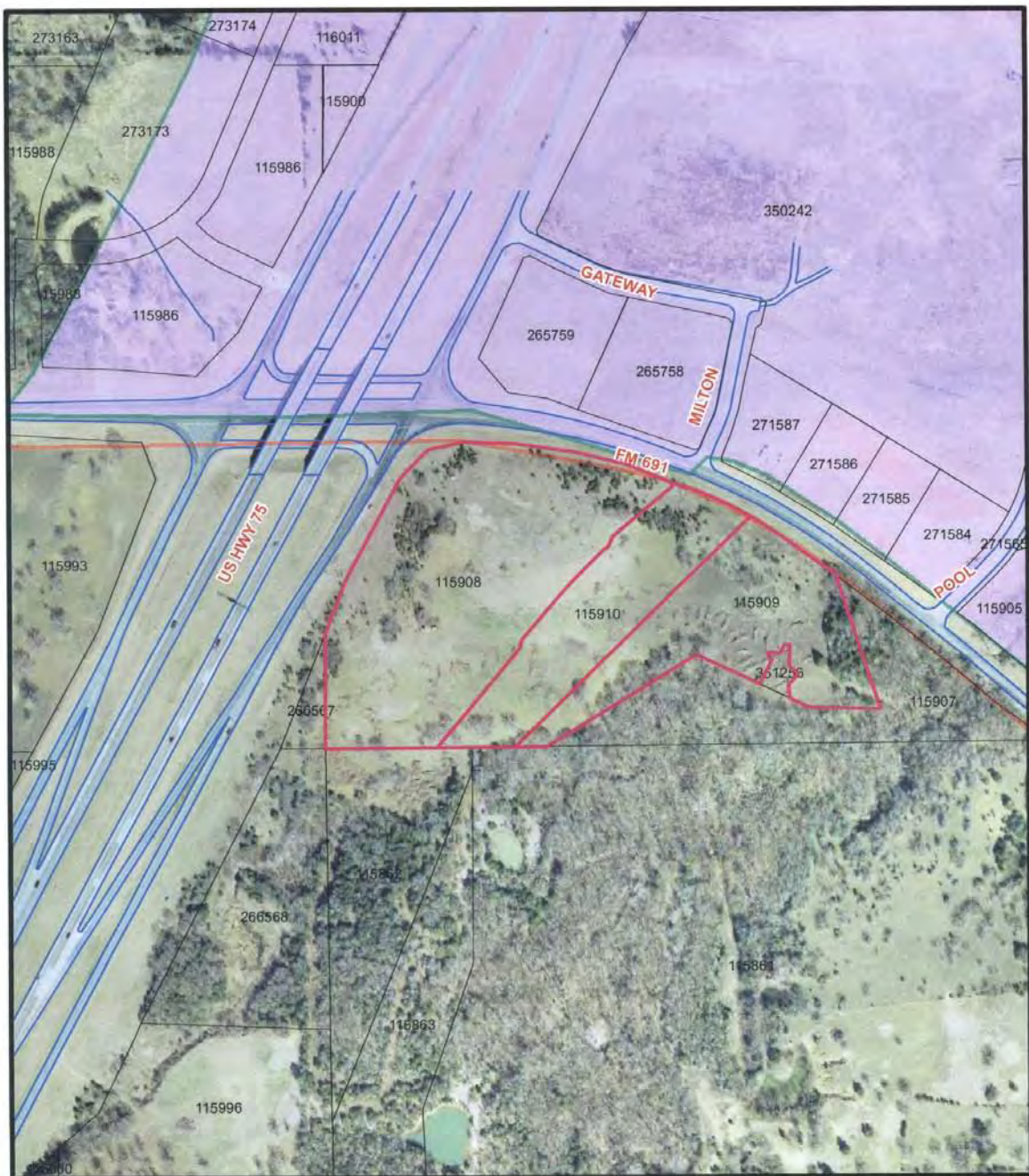
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



City of Sherman, Texas
Developmental Services Department

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

1 inch = 343 feet





LEGEND

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



6000-6100 Blks. Hwy 75 N.

Department of Developmental Services

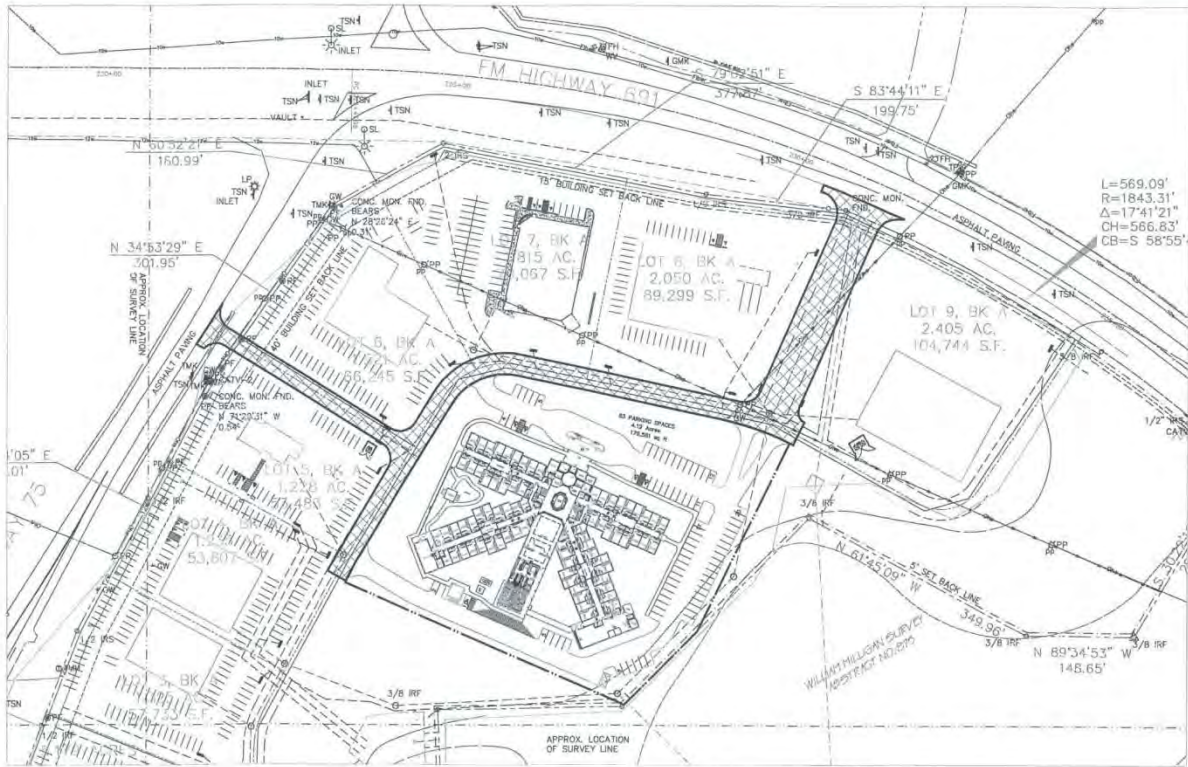


6000-6100 Blk. Hwy 75 N.



1500-1600 Blk. Of F.M 691 E.







JORDAN & ASSOCIATES ARCHITECTS & ENGINEERS 1000 E. Main St., Sherman, Texas 79150 Phone: (714) 444-4833 Fax: (714) 444-4834	
FUNDAMENTAL LONG TERM CARE PROPOSED NURSING CENTER SHERMAN, TEXAS	
A-3	

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 19, 2010
Lawrence Davis, Chairman

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

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

6000-6100 Blks U.S. Highway 75 North & 1500-1600 Blks F.M. 691 East
Being 5.974 acres in the William Milligan Survey, Abstract No. 875
Specific Use Permit

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow a skilled nursing facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District.

Background

The property is located in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East; the southeast corner of U.S. Highway 75 and FM 691. The owners would like to construct a skilled nursing facility with 83 parking spaces.

Adjacent Zoning:

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

Origination:

One Ganesha LTD (Owners) and Michael Clark (Representative)

Master Plan Designation:

Suburban Commercial and Agriculture & Rural

Number of notices mailed: 1

Objections received: 0

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

Prepared By:
Patsy Reeves
Developmental Services Secretary

Approved By:
Scott Shadden,
Director of Developmental Services

SHERMAN



STAFF REVIEW LETTER

October 13, 2010

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

Michael Clark
6750 Hillcrest Plaza #325
Dallas, TX 75230

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a skilled nursing facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District for the property located in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2010 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the SF-1 (Single Family Residential) District and Commercial Tree and Landscaping Ordinance must be followed.
2. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
3. All parking shall be on private property; parking is permitted on paved surfaces only.
4. Fire lanes shall be coordinated with the Fire Marshal.
5. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required

Engineering:

6. Platting of the property is required.
7. Detention in accordance with City of Sherman criteria is required.
8. A 12" waterline shall be extended to the eastern most property line of the subdivision along FM 691.
9. A utility plan is to be provided and approved by the City Engineering Department.
10. No street frontage exists for the skilled nursing facility site. Each lot is required to have street frontage.
11. The driveways onto US Hwy 75 and FM 691 are to be installed to TxDOT and City of Sherman standards. Permit and inspection to be provided by the City of Sherman Engineering Department.
12. Must comply with all drainage requirements of the City of Sherman.

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

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

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

Respectfully,



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

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. B.5

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5674, 5675, 5676 and 5677

B.1 PUBLIC HEARING OF ORDINANCE NO. 5674

Designating a Certain Area as Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5675

Closing and Abandoning One Alley Segment within Block One Grand N Addition to the City of Sherman, Texas, Bounded by Grand Avenue, Luckett Street, Richards Street and Dorchester Street, Portions of Said Property to be Maintained as a Utility Easement; Conveying the Interest in Said Right-of-Way to the Abutting and Adjacent Property Owner, Austin College

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5676

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a 10' x 30' Double-Sided Billboard in a C-2 (General Commercial) District at 902 South Sam Rayburn Freeway, being Lots 18-20, L.C. Chapman's Second Addition (Spavinaw Properties, LLC, Owners; and Jason Sofey, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5677

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Skilled Nursing Facility in a C-2 (General Commercial) District, SF-1 (Single Family Residential) District and O-1 (75 & 82) Overlay District in the 6000-6100 Blocks of U.S. Highway 75 North and the 1500-1600 Blocks of F.M. 691 East, being 5.974 acres in the William Milligan Survey, Abstract No. 875 (One Ganesha, LTD, Owners; and Michael Clark, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. B.6

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. 5536

Authorizing Execution of an Amendment to the Interlocal Agreement between the City of Sherman and Grayson County for Emergency Management and Related Homeland Security Services

C.2 * RESOLUTION NO. 5537

Authorizing Execution of a Fire Fighting Contract with Grayson County for the Three-Year Period of October 1, 2010 through September 30, 2013

C.5 * RESOLUTION NO. 5540

Authorizing the Acceptance of Fiscal Year 2010 Homeland Security Grant Program Federal Grant Award Number 2010-SS-T0-0008 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security and the Purchase of Equipment Related to Regional Response

C.6 * RESOLUTION NO. 5541

Authorizing the Cities Aggregation Power Project, Inc. (CAPP) to Negotiate an Extension to the Current Electric Supply and Necessary Related Services Agreement with Next Era for a Fixed Price Per KWH that is Lower Than Contract Rates for 2011-2013, said Extension to Continue until December 31, 2018; Authorizing CAPP to Act as an Agent on Behalf of the City to Enter Into a Contract for Electricity; Authorizing the Chairman of CAPP to Execute an Extension to the Current Electric Supply Agreement for Deliveries of Electricity Effective January 1, 2011 or as soon after Finalization of a Contract as Possible; Committing to Budget for Energy Purchases and to Honor the City's Commitments to Purchase Power through CAPP for its Electrical Needs through December 31, 2018

C.7 * RESOLUTION NO. 5542

Authorizing Execution of a Professional Services Agreement with Freeman Millican, Inc. to Revise and Update the City of Sherman's Wastewater Treatment Plant Operation and Maintenance Manual

C.8 * RESOLUTION NO. 5543

Authorizing the Purchase of a New Commercial Rear Load Collection Truck for the Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.9 * RESOLUTION NO. 5544

Authorizing the Purchase of a New International Transfer Tractor for the Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

D.1 * CHANGE ORDER NO. 1

Sewer K – Turtle Creek West to Lamberth Road; \$15,146.22, Decrease

D.2 * PAYMENT APPROVAL

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2010-2011: \$69,645.00

D.5 * OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce and the Sherman Tourism Department to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 3, 2010



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5536**

**Authorizing Execution of an Amendment to the Interlocal Agreement
between the City of Sherman and Grayson County for Emergency Management
and Related Homeland Security Services**

Issue

Consideration of an amendment to the Interlocal Agreement between the City of Sherman and Grayson County, providing for the County to pay for Emergency Notification Services (CodeRed®) for fiscal year (FY) 2010-2011

Background

On August 17, 2009, the City Council adopted Resolution No. 5400, authorizing an Interlocal Agreement between the City of Sherman and Grayson County for a Multi-Jurisdictional CodeRed® Notification System. In that agreement, Grayson County agreed to pay for the CodeRed® services through September 30, 2010. On April 26, 2010, the Grayson County Commissioners Court approved use of State Homeland Security grant funds for the cost of the system for FY 2010-2011. The agreement for Grayson County to pay for the CodeRed® services for FY 2010-2011 is contingent upon continuation of the Interlocal Agreement with Grayson County for Emergency Management and Related Homeland Security Services approved by the City Council on October 6, 2008.

Origination

Emergency Management Coordinator Sarah E. Somers

Financial Consideration

The ILA provides for a \$20,000 payment to Grayson County to partially fund the County EMC. Annual CodeRed® costs for Sherman, including the advanced Weather Warning services, would amount to \$22,500 if the City had to pay for those services apart from this agreement.

Staff Recommendation

It is the staff's recommendation that the City Council approve the amendment to the Interlocal Agreement and the City's continuation of the Interlocal Agreement with Grayson County for Emergency Management and Related Homeland Security Services. Staff will continue to evaluate the effectiveness of this program and prepare a report for Council review.

Alternatives

The City Council could terminate the ILA with Grayson County and enter into a separate agreement with CodeRed® or a different vendor for emergency notification services.

Attachments

Ms. Somers' correspondence (not dated); Resolution No. 5536; Amendment to Interlocal Agreement; Resolution No. 5400 and Interlocal Agreement

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager



Office of Emergency Management

TO ALL GRAYSON COUNTY CITIES:

Grayson County Commissioners Court has authorized the payment of the cost of CodeRED for FY11 from homeland security grant funds. As you will recall, our interlocal agreement provided for funding of this emergency notification service in FY10 but anticipated cash cost sharing from the jurisdictions in FY11 and all future years. Enclosed is an Amendment to the Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System for consideration by your city council. Upon receipt of an authorized and properly executed Amendment, your City will no longer have a payment due for the service on October 1, 2010.

As a reminder, the cost sharing agreement/amount actually saved for each city in FY11 will be:

Bells	\$504.37
Collinsville	\$523.45
Denison	\$9,635.24
Dorchester	\$46.20
Gunter	\$521.33
Howe	\$1,060.28
Knollwood	\$159.37
Pottsboro	\$669.25
Sadler	\$171.23
Sherman	\$14,869.29
Southmayd	\$420.45
Tioga	\$319.58
Tom Bean	\$398.84
Van Alstyne	\$1,060.46
Whitesboro	\$1593.65
Whitewright	\$737.49

As further reminder, the actual cost of individual city contracts for this service (as opposed to working through the economy of scale provided by our interlocal) would be:

Denison	\$15,000.00
Sherman	\$22,500.00
All Other Cities	\$7,500.00

We are pleased to be able to provide this valuable service to our residents and appreciate your assistance in making this multi-jurisdictional emergency notification system a success.

Regards,

SARAH E. SOMERS

Emergency Management Coordinator

100 W. Houston, 3rd Floor • Sherman, Texas 75090

Office: (903) 813-4217 • Facsimile: (903) 893-5207 • somerss@co.grayson.tx.us

RESOLUTION NO. 5536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR EMERGENCY MANAGEMENT AND RELATED HOMELAND SECURITY 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 Mayor be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment to the Interlocal Agreement with Grayson County, Texas, for Emergency Management and Related Homeland Security Services, pursuant to the terms and provisions of the contract document attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

COUNTY OF GRAYSON §

This Amendment is made with an effective date of October 1, 2010, by and between Grayson County and the Cities of Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro and Whitewright ["hereinafter referred to as "Cities"] pursuant to Texas Government Code Chapter 791 which authorizes local governments to contract or agree to perform governmental functions and services.

WHEREAS, Grayson County and the Cities previously entered into an agreement to purchase a license for use and provide for the operation of an Emergency Communications Network system that is known as CodeRED (the "CodeRED System"), which is designed to provide high speed emergency communication services to governmental agencies; and

1. Grayson County would be responsible for securing and maintaining the license to use the CodeRED System on an annual basis.
2. Grayson County would be responsible for payment of the entire fee charged for the CodeRED System for the first year of its use.
3. After the first year, Grayson County and its Cities would share responsibility for the cost of the system based on the population of each participating jurisdiction. The annual cost share from each party would be due and payable to Grayson County at the address shown below on or

before October 15 of each year that the agreement remains in effect.

NOW THEREFORE, Grayson County has obtained grant funds for which the entire FY2011 cost of the emergency notification ["CodeRED"] system is an eligible expense. Grayson County now agrees to be responsible for payment of the entire fee charged for the CodeRED system for its second year (FY2011) of use under the multi-jurisdictional emergency notification system.

The Cities shall continue to be responsible to share in future year costs on the basis indicated in the original interlocal agreement which shall continue in full force and effect *except and excluding the requirement that the Cities pay any fee for the system for FY2011*. This amendment and offer to pay in full the cost of the system to the Cities of Denison and Sherman is contingent upon continuation of the Interlocal Agreement with Grayson County, Texas, for Emergency Management and Related Homeland Security Services, approved on September 16, 2008, by the City of Denison and October 6, 2008, by the City of Sherman.

IN WITNESS WHEREOF, the City and County have respectively caused this Amendment to the original Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System to be duly executed in duplicate originals of equal force the dates as shown below.

COUNTY OF GRAYSON

BY:

COUNTY JUDGE

Dated: May 3, 2010

Address for Notice:

Office of the Grayson County Judge

100 W. Houston

Sherman, Texas 75090

ATTEST:

Wilma Bush, County Clerk

CITY OF _____

BY: _____

MAYOR

Dated: _____

Address for Notice:

ATTEST:

RESOLUTION NO. 5400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR A MULTI-JURISDICTIONAL CODERED® EMERGENCY NOTIFICATION SYSTEM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Grayson County has elected to pursue an inter-local cooperative solution to warning and coordinated emergency notification for all residents, whether their residence be in an incorporated or unincorporated area of the County; and

WHEREAS, the City of Sherman has been offered the opportunity to enter into an Interlocal Agreement with Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System; and

WHEREAS, the City of Sherman's CodeRed® Emergency Notification System would continue to provide notification of local importance, including missing persons, hazardous material releases, dangerous conditions or other local emergencies, ~~and would be~~ expanded to provide an automatic weather warning notification by the National Weather Service based on a projected storm path for any citizen requesting that service; and

WHEREAS, the Sherman City Council believes that the citizens of Sherman will benefit from the expanded CodeRed® Emergency Notification System services to be gained through this Multi-Jurisdictional Interlocal Agreement;

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System, said Interlocal Agreement attached hereto and made a part hereof for all purposes.

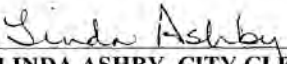
SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 17th day of August, 2009.

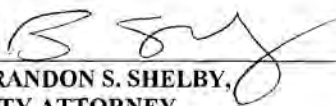
CITY OF SHERMAN, TEXAS

BY: 
BILL MAGERS, MAYOR

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: 
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF GRAYSON §

**INTERLOCAL AGREEMENT FOR
GRAYSON COUNTY MULTI-JURISDICTIONAL
EMERGENCY NOTIFICATION SYSTEM**

This Agreement is made with an effective date of October 1, 2009, by and between Grayson County and the Cities of Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro and Whitewright ["hereinafter referred to as "Cities"] pursuant to Texas Government Code Chapter 791 which authorizes local governments to contract or agree to perform governmental functions and services.

BACKGROUND STATEMENT

WHEREAS, Grayson County has agreed to purchase a license for use of an Emergency Communications Network system that is known as CodeRED (the "CodeRED System"), which is designed to provide high speed emergency communication services to governmental agencies; and

WHEREAS, Grayson County and its Cities all agree that their citizens and residents will benefit from the purchase of CodeRED; and

WHEREAS, in exchange for all parties having the benefit and use of the CodeRED System, the fee of which is approximately \$47,000 annually, the parties wish to share in said cost; and

NOW THEREFORE, for and in consideration of the benefits that will result to the citizens of Grayson County and its Cities, the parties agree that:

1. Grayson County shall be responsible for securing the license to use the

CodeRED System on an annual basis. A copy of the proposed license agreement is attached hereto as Exhibit "A," and incorporated herein by reference as if set forth in full.

2. Grayson County will be responsible for maintenance and implementation of the CodeRED System pursuant to the policy and terms of use as set out in the attached Exhibit "B". All parties to this agreement will assist in the ongoing distribution of information to residents of Grayson County about the system, including providing information approved by Grayson County on city websites, direct mail notices with utility or other mail outs, etc.

3. Grayson County shall be responsible for payment of the entire fee charged for the CodeRED System for the first year of its use.

4. After the first year, Grayson County and its Cities shall all share, on a pro-rata basis, the entire annual fee charged for the CodeRED System.

5. Each party's share of the cost shall be determined based on the population for each City as determined by the 2000 Census for the second year and by the 2010 Census for the third and subsequent years. The cost share calculations for the second year of this agreement are attached to this agreement as Exhibit C.

6. In the event that the annual cost for the CodeRED System changes from year to year, the party's contributory share shall be adjusted accordingly.

7. The initial term of this agreement shall be until September 30, 2010, and the agreement shall automatically be renewed each October 1st thereafter unless otherwise terminated pursuant to the terms of this agreement. The annual cost share from each party shall be due and payable to Grayson County at the address shown below on or before October 15 of each year that this agreement remains in

sharing portion of this agreement on an annual basis.

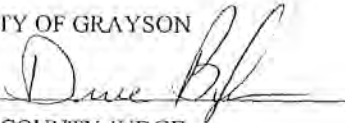
9. This agreement may be amended by mutually written agreement of the parties.

The authorization for the terms set forth herein was made by: (1) Grayson County Commissioners Court at its meeting on July 27, 2009; and by its sixteen Cities at their respective governing body meetings held on the dates indicated below. All notices to be given pursuant to this agreement shall be given to the addresses as provided by the parties below.

IN WITNESS WHEREOF, the City and County have respectively caused this agreement to be duly executed in duplicate originals of equal force the dates as shown below.

COUNTY OF GRAYSON

BY:


COUNTY JUDGE

Dated: 12 AUG 09

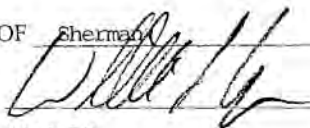
Address for Notice:

Office of the Grayson County Judge
100 W. Houston
Sherman, Texas 75090

ATTEST:



CITY OF Sherman

BY: 

MAYOR

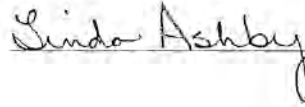
Dated: August 17, 2009

Address for Notice:

P. O. Box 1106

Sherman, Texas 75091-1106

ATTEST:





GRAYSON COUNTY OFFICE OF EMERGENCY MANAGEMENT

POLICY & PROCEDURES ACTIVATION OF THE GRAYSON COUNTY EMERGENCY NOTIFICATION SYSTEM

EMERGENCY NOTIFICATION SYSTEM

THIS DOCUMENT SHALL SERVE AS AN APPENDIX TO THE WARNING ANNEX OF THE GRAYSON COUNTY EMERGENCY MANAGEMENT PLAN SERVING THE UNINCORPORATED AREAS OF GRAYSON COUNTY AND ITS CITIES: BELLS, COLLINSVILLE, DENISON, DORCHESTER, GUNTER, HOWE, KNOLLWOOD, POTTSBORO, SADLER, SHERMAN, SOUTHMAYD, TIOGA, TOM BEAN, VAN ALSTYNE, WHITESBORO, AND WHITEWRIGHT.

THIS DOCUMENT ALSO SERVES AS EXHIBIT A TO THE INTERLOCAL AGREEMENT FOR THE GRAYSON COUNTY MULTIJURISDICTIONAL EMERGENCY NOTIFICATION SYSTEM.

This order consists of the following numbered sections:

- 1.00 Definitions
- 2.00 Authorized Personnel
- 3.00 Types of Uses
- 4.00 Alternate Uses
- 5.00 System Operation
- 6.00 Pre-Recorded Messages

PURPOSE

The County of Grayson's subscription service to CodeRED emergency telephone notification system is to be used for significant incidents, emergencies or disasters where the timely notification of an affected population or geographic area of the County and its cities is essential or highly desirable.

EXHIBIT A

POLICY

It shall be the responsibility of all parties with authorization to activate, both directly or indirectly, the Grayson County CodeRED Telephone Notification System to have a working knowledge of this policy and comply with its direction.

PROCEDURE

1.00 Definitions

- A. Incident – Situations limited in scope and potential effects. Incident characteristics include:
- Involves a limited area and/or limited population
 - Evacuation or shelter in-place is typically limited to the immediate area of the incident
 - Warning and public instructions are provided to the immediate area, not community wide
 - One or two local response agencies or departments acting under an Incident Commander
 - May require limited assistance from other external response agencies
- B. Emergency – A situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
- Involves a large area, significant population, or important facilities
 - Involves a situation of imminent life safety
 - May require implementation of a large scale evacuation or sheltering in-place and mass care operations
 - May require community wide warning and public instructions
 - Requires a sizable multi-agency response operating under an Incident Commander
 - May require some assistance from external local agencies, contractors and limited assistance from state or federal agencies
 - The EOC will be activated to provide resource support for the incident
- C. Disaster – A situation where an occurrence or the threat of significant casualties and/or widespread property damages exceeds the capabilities of the Grayson County. Characteristics include:
- Involves a large area, a sizable population and/or important facilities
 - Involves a situation of imminent life safety
 - May require implementation of large-scale evacuation or sheltering in-place and implementation of temporary shelters and mass care operations
 - Requires community wide warning and public instructions
 - Requires a response by all local response agencies operating under an Incident Commander
 - Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance
 - The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.

2.00 AUTHORIZED PERSONNEL

- A. Direct Authorization: The following persons will be issued direct activation pass-codes for the Grayson County CodeRED telephone notification system to be used under a structured guideline. The titles below also display the line of succession.
- County Judge, County Emergency Management Coordinator or designee
 - City of Sherman Emergency Management Coordinator or designee
 - City of Denison Emergency Management Coordinator or designee
- B. Indirect Authorization: The following persons will be authorized to indirectly activate the Grayson County CodeRED telephone notification system subject to approval of the request by the above named "Direct Authorization" parties: Sheriff or designees; Mayors or designees; City Managers or Administrators or designees; Acting Emergency Management Directors, Police Chiefs, Fire Chiefs and the Grayson County Health Authority.
- C. CodeRED Activation Request Hot Line: Requests for activation of the Grayson County CodeRED Emergency telephone notification system will be made to (903) _____.
- D. Any time the CodeRED telephone notification system is utilized to issue any notice an after action review will be scheduled within ten (10) days and notice of said review will be provided to all Cities, Direct and Indirect Authorization parties.

3.00 TYPES OF USES

The following are approved types of uses that may be cause for activation of the CodeRED telephone notification system:

- Amber Alert (local)
- Lost or Missing Person
- Jail Escapee
- Significant criminal activity in a neighborhood
- Hostage Situation
- Terrorism Threats
- Hazardous Materials Release
- Severe Weather Warnings
- Health Threats

4.00 ALTERNATE USES

The following are alternate types of uses that may be cause for activation of the CodeRED telephone notification system:

- Information related to recovery subsequent to disaster
- Information related to public health mitigation during a pandemic or other health emergency

5.00 SYSTEM OPERATION

The authorized activator will determine the need for a CodeRED activation dependant on the situation that has arisen.

Once the activation is deemed necessary, the authorized activator will then determine the area or call group that needs to be covered under the activation. This can be done one of six (6) ways.

- Specific address or intersection with a determined distance or radius
- Pre-designated point of risk
- Predetermined districts or geographic areas
- Multiple streets
- Specific groups

The activator will then determine whether to use a pre-recorded message or to record a specific message.

The activator will then call the CodeRED System and work through the CodeRED operators to activate the message notification.

6.00 PRE-RECORDED MESSAGES

HAZARDOUS MATERIALS RELEASE (SHELTER IN-PLACE)

This is a message from the Grayson County Office of Emergency Management. Due to a Hazardous Material Release in your immediate area, all residents are requested to shelter in their home or business, turn off all heating, air conditioning, and ventilation systems that pull air from the outside. Please close all windows and doors and shelter within the innermost portion of the house or building. Bring all pets inside. Please do not call 9-1-1. Once the situation is taken care of, you will be notified by telephone. Thank you for your cooperation.

HAZARDOUS MATERIALS RELEASE – ALL CLEAR

This is a message from the Grayson County Office of Emergency Management. The hazardous materials release in your area has been resolved and it is now safe to resume normal activities. Thank you for your cooperation.

CRIMINAL ACTIVITY

This message is from the Grayson County Office of Emergency Management. A crime suspect is in your area. Residents are requested to secure their residences or businesses. Law enforcement is in the area.
[insert other information as provided]

CRIMINAL ACTIVITY – ALL CLEAR

This message is from the Grayson County Office of Emergency Management. The Criminal Activity in your area has been resolved and it is now safe to resume normal activities.

ADDITIONAL TEMPLATE MESSAGES are available and on file in the Grayson County Office of Emergency Management and contained in the Grayson County Emergency Management Plan in the Warning, Public Information, Health & Medical Services and other Annexes.

GRAYSON COUNTY MULTI-JURISDICTIONAL SYSTEM COST SHARE FOR YEARS 21

Area	Pop	WeatherWarning	CodeRed	BOTH SYSTEMS
Bells	1190	\$ 168.12	\$ 336.25	\$ 504.37
Collinsville	1235	\$ 174.48	\$ 348.96	\$ 523.45
Denison	22733	\$ 3,211.75	\$ 6,423.49	\$ 9,635.24
Dorchester	109	\$ 15.40	\$ 30.80	\$ 46.20
Gunter	1230	\$ 173.78	\$ 347.55	\$ 521.33
Howe	2478	\$ 350.09	\$ 700.19	\$ 1,050.28
Knollwood	376	\$ 53.12	\$ 106.24	\$ 159.37
Pottsboro	1579	\$ 223.08	\$ 446.17	\$ 669.25
Sadler	404	\$ 57.08	\$ 114.16	\$ 171.23
Sherman	35082	\$ 4,956.43	\$ 9,912.86	\$ 14,869.29
Southmayd	992	\$ 140.15	\$ 280.30	\$ 420.45
Tjoga	754	\$ 106.53	\$ 213.05	\$ 319.58
Tom Bean	941	\$ 132.95	\$ 265.89	\$ 398.84
Van Alstyne	2502	\$ 353.49	\$ 706.97	\$ 1,060.46
Whitesboro	3760	\$ 531.22	\$ 1,062.44	\$ 1,593.65
Whitewright	1740	\$ 245.83	\$ 491.66	\$ 737.49
SUBTOTAL CITIES	77105	\$ 10,893.49	\$ 21,786.98	\$ 32,680.47
Unincorporated areas***	33490	\$ 4,731.51	\$ 9,463.02	\$ 14,194.53
TOTAL GRAYSON	110595	\$ 15,625.00	\$ 31,250.00	\$ 46,875.00

Cost share by population using actual 2000 census data:

Exhibit B
to the Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System

aboration Pricing Comparison 2000 Census

INDIVIDUAL CITY CONTRACTS

		<i>WeatherWarning</i>	<i>CodeRed</i>	<i>BOTH SYSTEMS</i>	<i>SAVINGS</i>
7	Bells	\$2,500	\$5,000	\$7,500	\$6,995.63
5	Collinsville	\$2,500	\$5,000	\$7,500	\$6,976.55
4	Denison	\$5,000	\$10,000	\$15,000	\$5,364.76
0	Dorchester	\$2,500	\$5,000	\$7,500	\$7,453.80
3	Gunter	\$2,500	\$5,000	\$7,500	\$6,978.67
8	Howe	\$2,500	\$5,000	\$7,500	\$6,449.72
7	Knollwood	\$2,500	\$5,000	\$7,500	\$7,340.63
5	Pottsboro	\$2,500	\$5,000	\$7,500	\$6,830.75
3	Sadler	\$2,500	\$5,000	\$7,500	\$7,328.77
9	Sherman	\$7,500	\$15,000	\$22,500	\$7,630.71
5	Southmayd	\$2,500	\$5,000	\$7,500	\$7,079.55
8	Tioga	\$2,500	\$5,000	\$7,500	\$7,180.42
4	Tom Bean	\$2,500	\$5,000	\$7,500	\$7,101.16
6	Van Alstyne	\$2,500	\$5,000	\$7,500	\$6,439.54
5	Whitesboro	\$2,500	\$5,000	\$7,500	\$5,906.35
9	Whitewright	\$2,500	\$5,000	\$7,500	\$6,762.51
17		\$47,500	\$95,000	\$142,500	\$109,819.53

Proposal: 3 year interlocal with Grayson County to provide warning services

1st year: project will be grant funded using homeland security funds

2nd year: project will be continue using cost sharing by population as shown above

3rd year: project will be continued using cost share based on 2010 census +
pro rata share of any vendor driven cost increases



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5537**

**Authorizing Execution of a Fire Fighting Contract with Grayson County
for the Three-Year Period of October 1, 2010 through September 30, 2013**

Issue

To consider approval of a three-year contract between the City of Sherman and Grayson County regarding fire fighting services in the County

Background

The Sherman Fire Department provides fire protection for certain areas of Grayson County. The County has requested approval of a three-year contract beginning October 1, 2010 and continuing through September 30, 2013.

Origination

Grayson County and the City of Sherman

Financial Consideration

The City will receive \$100,753.00 for 2010 with an adjustment based on the CPI for the second and third contract year. The contract amount will be paid in a lump payment rather than on a quarterly basis as in previous years.

Staff Recommendation

It is recommended that the Council approve the contract to provide firefighting services to the County.

Alternatives

As directed by the Council

Attachments

Memorandum from Grayson County Judge Drue Bynum dated September 28, 2010
Resolution No. 5537
Proposed Fire Fighting Contract

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager



Drue Bynum
Grayson County Judge

TO: ALL GRAYSON COUNTY FIRE DEPARTMENTS
FROM: Drue Bynum, Grayson County Judge
SUBJECT: Fire Contracts FY2011+
DATE: 28 September 2010

Enclosed please find the fire service contract for your department for the period beginning October 1, 2010, and continuing for three years. I am very pleased that Commissioners Court approved this funding plan including the provision of an adjustment annually pursuant to the Consumer Price Index for All Urban consumers (CPI-U).

We look forward to working with all Grayson County Fire departments to sustain and improve fire service to all county residents including projects to review improved response times and enhanced communications for responders.

Please complete the enclosed contract and return two executed originals to the Grayson County Purchasing Department, Attention: Donna Hyepock, Buyer, 100 W. Houston, Third Floor, Sherman, Texas, 75090, as soon as possible.

We will return a fully executed copy to you for your records upon receipt.

cc: Richey Rivers, Auditor
Van Price, Attorney
Sarah Somers, Emergency Manager
Jeff Schneider, Purchasing Agent

100 W. Houston, Suite 15 • Sherman, Texas 75090
Office: 903 813-4228 • Fax: 903 892-4085
Email: bynumd@co.grayson.tx.us

RESOLUTION NO. 5537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIRE FIGHTING CONTRACT WITH GRAYSON COUNTY FOR THE THREE-YEAR PERIOD OF OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Fire Fighting Contract with Grayson County for the three-year period of October 1, 2010 through September 30, 2013, pursuant to the terms and provisions of the contract document 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 _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

FIRE FIGHTING CONTRACT - CITY OF SHERMAN, TEXAS
FIRE DEPARTMENT

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GRAYSON X

THIS AGREEMENT, made and entered into this 1st day of October, A.D., 2010 by and between the CITY OF SHERMAN, TEXAS, a Texas Municipal Corporation, acting herein through its MAYOR, and the COUNTY OF GRAYSON, a Texas political subdivision, acting herein through its COUNTY JUDGE, passed and approved on the 1st day of October, 2010, (herein called "COUNTY").

WITNESSETH:

WHEREAS, the rural areas outside the city limits of towns, villages, and cities in said COUNTY are without fire protection furnished to the property owners in said rural areas, and

WHEREAS, the COMMISSIONERS' COURT of Grayson County, Texas is desirous of affording fire protection to all rural property owners in said County; and

WHEREAS, V.T.C.A., LOCAL GOVERNMENT CODE 352.001 authorizes the COMMISSIONERS' COURT in all counties of the State to furnish fire protection and fire fighting equipment to the citizens of said COUNTY residing outside the city limits of any city, town, or village within said COUNTY; and

WHEREAS, said services have been rendered by the CITY of SHERMAN, TEXAS to the County of Grayson in connection with the furnishing of said fire protection in rural areas; and

NOW, THEREFORE, IT IS AGREED AND UNDERSTOOD BY BOTH PARTIES; that for and in consideration of the services rendered in furnishing fire protection and

fire fighting equipment, the following compensation shall be paid:

The CITY of SHERMAN shall be reimbursed by County the sum of ONE HUNDRED THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS AND NO/100 CENTS (\$100,753.00) for fiscal year 2011 for providing fire protection which said City offers outside the corporate city limits of the CITY OF SHERMAN for and in behalf of the County of Grayson for rural areas. For fiscal years 2012 and 2013, the amounts will be adjusted by the CPI [Consumer Price Index for All Urban Consumers (CPI-U)] percent change from the previous year, as of the most recent July.

This contract shall be in effect from October 1, 2010, until September 30, 2013, and thereafter shall be in effect on a month-to-month basis, until and unless sixty (60) days written notice to terminate or renegotiate this contract is delivered to the other party. The date of delivery of notice to terminate will be the date postmarked on the envelope containing the notice sent by United States Postal Service. This contract will be null and void at the expiration of the sixty (60) day notice period - such expiration to occur at 12:01 A.M. on the sixtieth (60) day.

The area of prime responsibility of the CITY OF SHERMAN in connection with the furnishing of fire protection and fire fighting equipment to rural areas and city areas in Grayson County shall be as shown on the fire service map maintained by Texoma Council of Governments (TCOG) and subject to change by mutual agreement. It is understood by both parties that the CITY of SHERMAN will respond to fire calls that are outside their area of prime responsibility should the need exist.

In the event employees of the CITY OF SHERMAN or equipment either belonging to or leased by the CITY OF SHERMAN jointly participate in or solely to

furnish fire protection or work in fighting fires within the COUNTY jurisdiction under this agreement, such employees shall remain employees of the CITY of SHERMAN under the supervision of the CITY OF SHERMAN subject to the rules and regulations of the CITY OF SHERMAN and shall not, at any time, be employees of Grayson County or under its supervision and control. Such equipment shall be under the supervision and control of the employees of the CITY OF SHERMAN and shall not be subject to the control of Grayson County. The CITY OF SHERMAN shall be liable for the acts of any such of its employees and the use of its equipment and Grayson County shall have no liability for any acts of such City Employees or the use of its equipment.

This agreement shall be effective October 1, 2010 and expires in accordance with the terms stipulated in the agreement. The total payments under this agreement shall not exceed ONE HUNDRED THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS AND NO/100 CENTS (\$100,753.00), and will be due and payable to the CITY OF SHERMAN within 30 days after this contract has been approved by both parties. The monies provided under this agreement for fire service will be maintained and utilized solely for the operation, maintenance and continuation of fire service.

NIMS Compliance:

All fire departments receiving funding from Grayson County must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for each fiscal year the fire department receives funding must be achieved by completing required actions outlined by FEMA, the Texas Forest Service and the Texas Division of Emergency

Management. Additional information on achieving NIMS compliance, including compliance metrics for a specific year, is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims>.

This agreement supersedes any and all other contracts and/or agreements existing between the parties and relating to the provision of fire services.

IN WITNESS WHEREOF, the authorized officers of the CITY of SHERMAN and Grayson County have caused this contract to be executed in duplicate originals with an effective date of the 1st day of October, 2010.

CITY OF SHERMAN

Mayor, City of Sherman

ATTEST:

City Clerk

GRAYSON COUNTY, TEXAS

Grayson County Judge

ATTEST:

County Clerk
Grayson County, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.3

RESOLUTION NO. 5538

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Howe for Ambulance and EMS Services

Issue

To consider approval of an Interlocal Agreement between the City of Sherman and the City of Howe for ambulance and emergency medical services

Background

The City of Howe has requested that the Sherman Fire Department provide emergency medical services (EMS) for their City.

In addition to EMS services within the City, Sherman provides EMS for certain parts of Grayson County under a contract with the County.

The operational impact on this agreement would be minimal. Based on information provided by the Howe Fire Department, there are approximately twelve (12) EMS calls per month. As part of current mutual aid agreements, Sherman currently responds to two (2) to five (5) calls to Howe each month. Current call volume allows for the additional response without reducing our ability to provide services to our citizens.

The service area for Howe is approximately 4.31 square miles. Calculations, based on contract costs and estimated patient revenue (billing), are provided below:

Area	Sq. Miles	Est. Calls per Year	Contract	Est. Patient Billing	Total Revenue (est.)
Sherman	41.31	3,832		\$1,149,600	\$1,149,600
Grayson County	151.1	276	\$104,421	\$82,800	\$187,221
Howe	4.31	150	\$25,000	\$45,000	\$70,000

Origination

The City of Howe and the City of Sherman

Financial Consideration

For providing the City of Howe with ambulance and emergency medical services, the City will receive \$25,000.00 annually, payable in quarterly installments of \$6,250.00 each on November 1st, February 1st, May 1st and August 1st.

Staff Recommendation

It is recommended that the Council approve the contract to provide ambulance and emergency medical services to the City of Howe during this one-year contract period, renewable annually absent notice of termination.

Alternatives

As directed by the Council

Attachments

Resolution No. 5538

Interlocal Agreement

Exhibit "A" – Service Area

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF HOWE FOR AMBULANCE AND EMS 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 Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Howe for Ambulance and EMS Services, in accordance with the terms and provisions of the contract document attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

**INTERLOCAL AGREEMENT FOR AMBULANCE AND EMS SERVICES
BETWEEN CITY OF HOWE AND THE CITY OF SHERMAN**

This Agreement for Ambulance and EMS Services (the "Agreement") is made this _____ day of _____, 2010, by and between the City of Sherman ("Sherman") and the City of Howe ("Howe").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with Chapter 791 of the Texas Government Code, for the performance of governmental functions and services, specifically, emergency medical and ambulance services; and

WHEREAS, Sherman provides these services to the citizens of Sherman and has the capacity to service other areas; and

WHEREAS, Howe has investigated and determined that it would be advantageous and beneficial to its citizens to provide emergency medical and ambulance services to Howe as provided herein; and

WHEREAS, Howe desires to engage Sherman, and Sherman desires to be engaged by Howe, to provide emergency medical and ambulance services as set forth herein; and

WHEREAS, the governing bodies of Howe and Sherman desire to foster good-will and cooperation between the two entities; and

WHEREAS, Howe and Sherman deem it to be in the best interest of both entities to enter into this Agreement relative to emergency medical and ambulance services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Howe and Sherman agree as follows:

I. Area of Services to be Performed

Sherman shall furnish ambulance and emergency medical services seven (7) days per week, twenty-four (24) hours per day to persons who require such services within the service area described herein which shall not include any area within other incorporated cities. The service area ("Area") is within Howe and is shown in Exhibit "A", attached hereto and incorporated herein for all purposes.

II. Services to be Performed

Sherman shall provide or arrange for all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operational functions within the Area. Sherman will negotiate all mutual aid agreements, maintain all facilities and equipment, hire/fire and provide or arrange for in-service training of all field personnel, manage all billing and collection functions, provide financial reports to Howe, cooperate with and respond to Howe on matters related to patient care, and generally manage all aspects of Sherman's ambulance system operations within the Area. The services to be provided will comply with all applicable state and federal laws, regulations and ordinances in effect on the date that such ambulance and emergency medical services are performed by Sherman.

III. Priority

The ambulance equipment and personnel Sherman shall give priority to calls with the City of Sherman at all times and, should the Chief of the Sherman Fire Department or his representative determine that an emergency condition exists within the corporate limits of the City of Sherman, Sherman unconditionally reserves and shall have the right to refuse to make any calls outside the corporate limits during the pendency of such emergency and shall not be required to make such calls outside the corporate limits during the pendency of such emergency to which Howe hereby agrees. If such emergency arises within the limits of the City of Sherman while Sherman's equipment or personnel are responding to a call outside the limits of the City of Sherman, the Chief or his representative may order the return of said personnel and equipment to respond to the emergency within the city limits without liability to Howe and without violating the intent or terms of this agreement. This paragraph shall not, however, preclude Sherman from responding to calls outside the city limits of the City of Sherman even though one or more emergencies are in progress or other conditions exist and are such that the Chief of the Sherman Fire Department or his representative is of the opinion that an emergency condition exists but determines that ambulance equipment may still be safely sent beyond the corporate limits of the City of Sherman to respond to an emergency in Howe. The decision of the Chief of the Sherman Fire Department or his representative as to the advisability of sending ambulance equipment beyond the corporate limits of the City of Sherman shall be final and binding on all parties and beneficiaries to this agreement.

IV. Employee Character and Competence

All persons employed or used by Sherman in the performance of work under this Agreement shall be competent and hold all required and appropriate professional certification, permits and/or licenses.

V. Outside Work

Sherman shall not be prohibited from performing the same or similar services, covered by this Agreement, to other entities.

VI. Medical Director

Sherman shall be responsible for State requirements for provider organizations regarding Medical Directors and their role in purchasing controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

VII. Consideration

For consideration of provision of ambulance and emergency medical services delineated in this Agreement Howe agrees to pay to Sherman, for the duration of this Agreement and any extensions hereto, an annual fee of Twenty-Five Thousand Dollars (\$25,000) payable quarterly in advance as follows:

November 1 - \$6250
February 1 - \$6250
May 1 - \$6250
August 1 - \$6250

VIII. Charges for Services

Billing and collection procedures used will be implemented by Sherman. Howe does not require nor shall it be responsible for any billing or collection for services provided under this Agreement. Howe shall not be entitled to or receive any compensation for services provided by Sherman.

The service rate for all 911 and non-emergency transports shall be set by Sherman without consideration and approval from Howe. Rates for services will be provided to Howe by Sherman and any change will require notification within thirty (30) days of the change.

IX. Cooperation with Other EMS Providers

Sherman agrees to exchange appropriate and pertinent information, in accordance with the Texas Public Information Act, with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response.

X. Term of Agreement and Renewal Provisions

Unless mutually initiated, canceled, extended or terminated earlier, this Agreement shall commence at 12:01 a.m. on November 1, 2010 and terminate at midnight, October 31, 2011. Either party may terminate this Agreement by giving the other ninety (90) days advance written notice of such termination, and Sherman shall refund any pro-rata portion of the advance quarterly compensation not earned because of such early termination.

It is understood and agreed that this Agreement shall be automatically renewed under the same terms and conditions for additional one (1) year terms absent timely written notice of termination by either Party. Any notice regarding non-renewal or termination of this Agreement shall be made at least ninety (90) days prior to the scheduled termination date.

XI. Amendment and Modification

XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all of this Agreement's obligations are performable in Howe, Texas.

XVII. Venue

The Courts of Grayson County, Texas shall be the venue for any dispute arising out of the performance or terms of this Agreement.

XVIII. Miscellaneous Provisions

- A. **Compliance with Applicable Laws, Rules and Regulations.** All services furnished by Sherman shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations.
- B. **Non-Transferable Agreement.** This Agreement shall not be assigned or transferred without the prior written consent of the other party.
- C. **Permits.** Sherman, or its contractor, shall be the holder of the state Ambulance license and of all state and local vehicle permits, and shall make all necessary payments for those licenses and permits.
- D. **Authorization.** The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.
- E. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed to be an Original.
- F. **Waiver.** Notwithstanding any provision to the contrary, Sherman and Howe do not waive any rights or obligations it may have, either at common law or by statute, through this Agreement or any other agreement between these same parties.
- G. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel on the matters contained herein.
- H. **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any

party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

Signed this _____ day of _____, 2010 Signed this 14th day of OCTOBER, 2010

City of Sherman, Texas

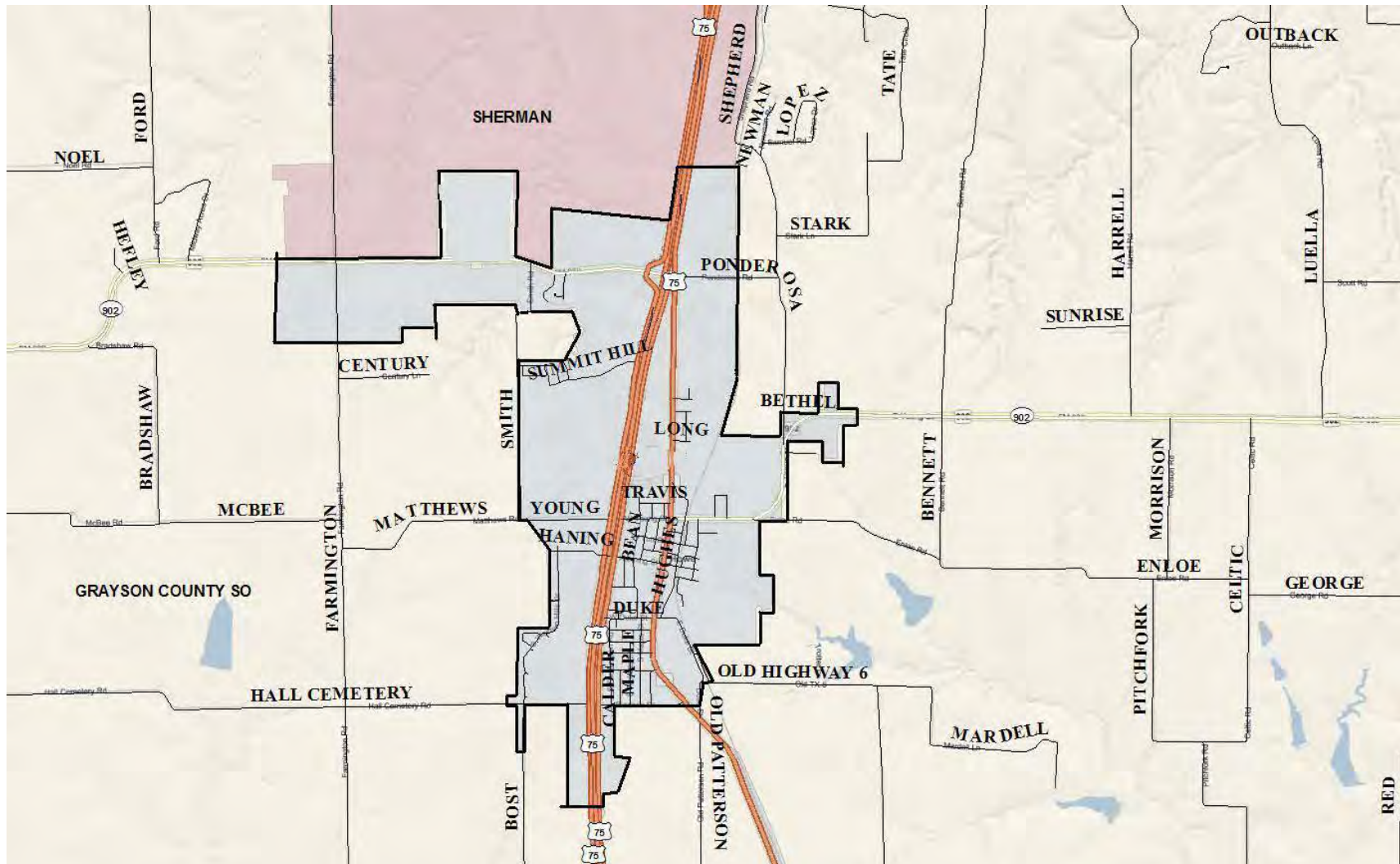
City of Howe, Texas

By: _____
Its: _____
Print Name: _____

By: [Signature]
Its: City of Howe
Print Name: Jeff Stanley



Exhibit “A” – Service Area





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.4

RESOLUTION NO. 5539

Authorizing Execution of a Deed Without Warranty to Austin College for the Conveyance of One Alley Segment within Block One Grand N Addition to the City of Sherman, Texas, Bounded by Grand Avenue, Luckett Street, Richards Street and Dorchester Street, Portions of Said Property to be Maintained as a Utility Easement

Issue

To authorize the City Manager to convey one alley segment to Austin College at the appraised value and reserve a utility easement.

Background

Austin College will soon begin development of new student housing along Grand Avenue. As a part of the project, Austin College has submitted a request to purchase one alley segment within the Block One Grand N Addition situated between Grand Avenue and Luckett Street and bordered by Richards Street on the south side and Dorchester Street on the north side. Austin College currently owns all property along the length of the alley segment. The alley segment is referenced in the attached survey performed by Sartin & Associates, Inc. as ALLEY 3. Under this conveyance, the entire alley width shall be retained as an easement to provide for existing utilities.

Origination

Austin College

Financial Consideration

Austin College has provided an appraisal and property survey for the alley at the following value:

- ALLEY 3 \$1,600.00

Staff Recommendation

It is recommended that the alley segment be sold to Austin College at the appraised value and that an easement be reserved for the existing utilities.

Alternatives

The City Council could reject the request and retain the property.

Attachments

Resolution No. 5539
Deed Without Warranty
Request letter from Austin College
Property Appraisal/Survey
Location Map

Prepared by:
Don Keene, Exec. Dir. of Planning & Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY TO AUSTIN COLLEGE FOR THE CONVEYANCE OF ONE ALLEY SEGMENT WITHIN BLOCK ONE GRAND N ADDITION TO THE CITY OF SHERMAN, TEXAS, BOUNDED BY GRAND AVENUE, LUCKETT STREET, RICHARDS STREET AND DORCHESTER STREET, PORTIONS OF SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Deed Without Warranty to Austin College for the conveyance of one alley segment within the Block One Grand N Addition to the City of Sherman, Texas, bounded by Grand Avenue, Luckett Street, Richards Street and Dorchester Street, while reserving portions of said property as a utility easement, for the consideration of One Thousand Six Hundred Dollars and No Cents (\$1,600.00), in accordance with the documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

DEED WITHOUT WARRANTY

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "Grantor", acting by and through its City Council, for and in consideration of the sum of One Thousand Six Hundred Dollars and No Cents (\$1,600.00) by **AUSTIN COLLEGE**, hereinafter called "Grantee", the receipt of which is hereby acknowledged, hereunto duly authorized by City Council Resolution, hereby grants, sells, releases, and forever conveys unto **AUSTIN COLLEGE** all of Grantor's right, title and interest in and to the following real property and shown in Exhibit "A", to wit:

ALLEY 3

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the CHARLES CARTER SURVEY, Abstract No. 220, being a part of the East/West 15 foot alley lying along the South line of Block THREE (3) of MILDRED HEIGHTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch rebar maintaining the Southeast corner of Lot Four in said Block Three, at the intersection of the North line of said East/West alley with the West line of Grand Avenue;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 15.47 feet to the Southeast corner of the herein described tract, on the North line of a 69.5 x 150 foot tract of land conveyed by James Earl Thrasher, et al to Dorothy Calhoun Fowler by deed dated January 13, 1976, recorded in Volume 1332, Page 770, Deed Records, Grayson County, Texas;

THENCE South 74 deg. 25 min. 33 sec. West, with the South line of said alley, the North line of said 69.5 x 150 foot tract, a distance of 144.07 feet to a set ½ inch capped rebar stamped SARTIN-3694 for its Northwest corner, the Northeast corner of an 0.4 acre tract conveyed by American Bank of Texas to Austin College by deed dated February 15, 2000, recorded in Volume 2890, Page 404, Official Public Records, Grayson County, Texas;

THENCE North 19 deg. 42 min. 57 sec. West, a distance of 14.43 feet to the Southwest corner of said Lot Four, at the intersection of the North line of said East/West alley with the East line of a 16 foot alley running North through said Block Three;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Lot Four, a distance of 145.00 feet to the **PLACE OF BEGINNING** and containing **2159 SQUARE FEET OF LAND** more or less.....

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the said Grantee, its legal representatives, successors and assigns forever, without express or implied warranty, so that neither Grantor nor Grantor's successors, legal representatives or assigns shall have claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof, **SAVE AND EXCEPT** that this property is to be reserved as an easement for any and all existing utilities as may be now located in said above described property, with the right of ingress and egress to same for the purpose of operation, construction, repair, reconstruction, improvement maintenance, or removal of such utilities until such shall be abandoned or relocated. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is made and accepted subject to and all conditions and restrictions, if any, relating to the here above described property, shown of record in the office of the County Clerk of Grayson County, Texas.

Release. In accepting the conveyance of this property, Grantee expressly accepts the property in its "as is" condition, with all of its faults and encumbrances, if any. GRANTEE RELEASES AND FOREVER DISCHARGES THE GRANTOR, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL RIGHTS, CLAIMS, DEMANDS, OR CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE PRESENTLY HAS, OR EVEN CAN, SHALL, OR MAY HAVE IN THE FUTURE IN CONNECTION WITH THIS TRANSACTION, INCLUDING HAZARDOUS MATERIALS OR ENVIRONMENTAL ISSUES IN, ON OR UPON THE PROPERTY, IF ANY. GRANTEE STATES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS OR DISCLOSURES BY THE GRANTOR AND NONE HAVE BEEN MADE IN CONNECTION WITH THE ACQUISITION OF THIS PROPERTY. THIS RELEASE SHALL BE BINDING UPON GRANTEE'S LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises subject to the aforesaid, unto the said Grantee, its legal representatives, successors and assigns forever, so that the Grantor, its legal representatives, successors and assigns shall not have, claim or demand any right, title or interest to the aforesaid property, premises or appurtenances of any part thereof.

Grantor acknowledges and confesses that this conveyance is made pursuant to the authority of the Resolution No. 5539 of the City of Sherman, Texas, passed and approved on the ____ day of ____, 2010.

IN WITNESS WHEREOF, the City of Sherman, Texas, a municipal corporation of Grayson County, Texas, has caused this instrument to be executed by its City Manager on this the ____ day of ____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON,
CITY MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared George Olson, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, a municipal corporation of the State of Texas, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2010, by George Olson, City Manager of the City of Sherman.

Notary Public, State of Texas
Commission Expires: _____



November 3, 2010

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

Dear Mr. Taylor:

The college is interested the city abandoning an alley way and allowing the college to purchase it. I have enclosed the appraisal for the alley, which is located on the north side of Austin College's campus and is in the new student housing development area. I have also included an overview map with the alleyway highlighted in green and a copy of the unrecorded deed from the recently purchased lot located at 1202 N. Grand, south of the alley; the college now owns all the adjacent property.

A survey has been completed by Sartin and Associates, Inc. in Sherman and the survey is included in the appraisal by Walcott Black & Associates.

Austin College is willing to pay the appraised value of \$1,600.

We would appreciate this item being added to the agenda for the next City Council meeting. Please contact me if you or the Council need any further information. Thank you for your consideration.

Regards,

A handwritten signature in cursive script that reads 'Heidi B. Ellis'.

Heidi Ellis
Vice President for Business Affairs

"D"

WALCOTT G. BLACK, SRA & ASSOCIATES

File No. L GRAND AVE ALLEY

APPRAISAL OF

A 15.47' X 144.07' X 14.43' X 145' CITY OF SHERMAN ALLEY (WEST SIDE OF GRAND AVENUE - 1200 BLOCK)

LOCATED AT:

"WEST SIDE OF GRAND AVENUE"
SHERMAN, TEXAS 75090

FOR:

CLIENT AUSTIN COLLEGE
900 NORTH GRAND AVENUE
SHERMAN, TX 75090

BORROWER:

CLIENT AUSTIN COLLEGE

AS OF:

JUNE 11, 2010 (DATE OF VALUE)

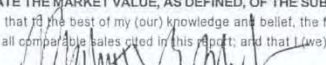
BY:

WALCOTT G. BLACK, SRA
WALCOTT G. BLACK, SRA & ASSOCIATES (002 802 7000)

W

WALCOTT G. BLACK, SRA & ASSOCIATES
LAND APPRAISAL REPORT

File No. - GRAND AVE ALLEY 201C

SUBJECT	Property Address "WEST SIDE OF GRAND AVENUE" Census Tract 0014.00		LENDER DISCRETIONARY USE		
	City SHERMAN County GRAYSON State TX Zip Code 75090		Sale Price \$ MARKET VALUE		
	Legal Description SEE ATTACHED SARTIN SURVEY & FIELD NOTES		Date N/A		
	Owner/Occupant AUSTIN COLLEGE / CITY OF SHERMAN Map Reference 63		Mortgage Amount \$ N/A		
NEIGHBORHOOD	Sale Price \$ MARKET VALUE Date of Sale N/A		Mortgage Type N/A		
	Loan charges/concessions to be paid by seller \$ N/A		Discount Points and Other Concessions		
	R.E. Taxes \$ N/A Tax Year 2010 HOA \$/Mo. N/A		Paid by Seller \$ N/A		
	Lender/Client CLIENT AUSTIN COLLEGE		Source AUSTIN COLLEGE		
	900 NORTH GRAND AVENUE SHERMAN, TEXAS 75090				
	LOCATION ☒ Urban ☐ Suburban ☐ Rural ☒ Over 75% ☐ 25-75% ☐ Under 25% GROWTH RATE ☐ Rapid ☐ Stable ☒ Slow PROPERTY VALUES ☐ Increasing ☒ Stable ☐ Declining DEMAND/SUPPLY ☐ Shortage ☒ In Balance ☐ Over Supply MARKETING TIME ☐ Under 3 Mos. ☐ 3-6 Mos. ☒ Over 6 Mos.		NEIGHBORHOOD ANALYSIS Employment Stability ☐ Good ☒ Avg ☐ Fair ☐ Poor Convenience to Employment ☐ ☒ ☐ ☐ Convenience to Shopping ☐ ☒ ☐ ☐ Convenience to Schools ☐ ☒ ☐ ☐ Adequacy of Public Transportation ☐ ☒ ☐ ☐ Recreation Facilities ☐ ☒ ☐ ☐ Adequacy of Facilities ☐ ☒ ☐ ☐ Property Compatibility ☐ ☒ ☐ ☐ Protection from Detrimental Cond. ☐ ☒ ☐ ☐ Police & Fire Protection ☐ ☒ ☐ ☐ General Appearance of Properties ☐ ☒ ☐ ☐ Appeal to Market ☐ ☒ ☐ ☐		
	PRESENT LAND USE % Single Family 60% ☐ Not Likely ☐ 2-4 Family ☐ Likely ☐ Multi-Family ☐ In process ☒ Commercial ☐ To: SEE HIGHEST Industrial ☐ AND BEST USE Vacant 40% ANALYSIS.		PREDOMINANT OCCUPANCY ☐ Owner ☒ Tenant ☐ Vacant (0-5%) ☒ Vacant (over 5%)		
	LAND USE CHANGE ☐ Not Likely ☐ Likely ☐ In process ☒ To: SEE HIGHEST AND BEST USE ANALYSIS.		SINGLE FAMILY HOUSING PRICE AGE \$ (000) (yrs) 30,000 Low 10YRS 90,000 High 90YRS Predominant 40,000 - 70 YRS		
	Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: See Attached Addendum				
SITE	Dimensions 15.47' X 144.07' X 14.43' X 145' - MARSHALL SARTIN SURVEY		Topography FAIRLY LEVEL - TREES		
	Site Area ABOUT 2,159 Sq. Ft. +/- Corner Lot NO		Size APPX 2,159 SQ FT +/-		
	Zoning Classification RESIDENTIAL R - 1 Zoning Compliance YES		Shape CIGARETTE (SLENDER)		
	HIGHEST & BEST USE: Present Use City of Sherman Alley Other Use N/A		Drainage GRADED TO LOT LINE		
	UTILITIES Public Other Electricity ☒ T X U ☐ Street ASPHALT ☒ Public ☐ Private ☐ Gas ☒ ATMOS ☐ Curb/Gutter CONCRETE ☒ ☐ Water ☒ CITY ☐ Sidewalk NONE ☐ ☐ Sanitary Sewer ☒ CITY ☐ Street Lights ELECTRIC ☒ ☐ Storm Sewer ☒ CITY ☐ Alley Subject is an alley. ☐ ☐		View HOMES & VACANT LOTS Landscaping NONE Driveway NONE Apparent Easements REFER TO NEW SURVEY. FEMA Flood Hazard Yes* No X FEMA* Map/Zone 48181C0145 E		
	Comments (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): SEE ATTACHED				
	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.				
SALES COMPARISON ANALYSIS	ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	W/S GRAND AV SHERMAN, TEX	LOT 3, BLK 31, N. BRENTS AV SHERMAN, TEXAS	LOT 9, BLK 2, EAST ALMA ST SHERMAN, TEXAS	300 WEST KING STREET SHERMAN, TEXAS
	Proximity to Subject		About 8 Blocks Northeastward	About 10 Blocks Northeastward	Across Town Southwestward
	Sales Price	\$ MARKET VAL	\$ 7,500.	\$ 5,000.	\$ 5,750.
	Price/	\$ N/A	\$ 1.00 / Sq Ft	\$ 00.65 / Sq Ft	\$ 00.78 / Sq Ft
	Data Source	Site Visit	Braeswood Realty - MLS	H.T. Morris Company - MLS	Sher-Den Realty - MLS
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjustment	DESCRIPTION +/- \$ Adjustment	DESCRIPTION +/- \$ Adjustment
	Sales or Financing		CASH SALE	CASH SALE	CASH SALE
	Concessions		NO SELLER PTS	NO SELLER PTS	NO SELLER PTS
	Date of Sale/Time	N/A	FEBRUARY 2010	JUNE 2008	OCTOBER 2008
	Location	AVERAGE	AVERAGE	INFERIOR	AVERAGE
	Site/View	2,159 SQ FT	7,500 SQ FT +15/SQ FT	7,666 SQ FT +15/SQ FT	7,405 SQ FT +15/SQ FT
	TOPOGRAPHY	MOST LEVEL	MOST LEVEL	MOST LEVEL	MOST LEVEL
	CONFIGURATION	CIGARETTE	RECTANGULAR -25/SQ FT	RECTANGULAR -25/SQ FT	RECTANGULAR -25/SQ FT
	RECONCILIATION	Net Adj. (total) ☐ + ☒ - \$ 10 ☒ + ☐ - \$ 15 ☐ + ☒ - \$ 10			
Indicated Value of Subject Gross: 4000.0 Net: -1000.0 \$00.90 / SQ FT Gross: 10000.0 Net: 2307.7 \$00.80 / SQ FT Gross: 5128.2 Net: -1282.1 \$00.68 / SQ FT					
Comments of Sales Comparison: THE COMPARABLES OFFER A VALUE RANGE PER SQUARE FOOT (AFTER ADJUSTMENT) FOR THIS SUBJECT OF \$00.68 TO \$00.90. THE SUBJECT AND COMPARABLE VISITS PLUS MARKET ANALYSIS INDICATES A VALUE PER SQUARE FOOT FOR THIS ALLEY OF \$00.75. THEN, THE SUBJECT'S 2,159 SQUARE FEET X \$00.75 = A FINAL VALUE OPINION					
Comments and Conditions of Appraisal: OF \$1,600 (RND) FOR THE SUBJECT AS OF THE PROPERTY VISIT DATE.					
Final Reconciliation: THIS SALES APPROACH WILL CARRY THE WEIGHT IN THIS APPRAISAL. THERE ARE NO IMPROVEMENTS ON THIS PARCEL SO A COST APPROACH WAS NOT DEVELOPED. THE INCOME METHOD WAS NOT UTILIZED AS THIS LOT DOES NOT PRODUCE INCOME. THE SALES APPROACH IS USUALLY THE BEST VALUE REFLECTOR FOR SELLERS AND BUYERS. I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF JUNE 11, 2010 (Date of Value) to be \$ 1,600.					
I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.					
Appraiser(s) 		Review Appraiser ☒ Did ☐ Did Not Inspect Property			
WALCOTT G. BLACK, SRA		(if applicable)			

ADDENDUM

Borrower: CLIENT AUSTIN COLLEGE	File No.: L GRAND AVE ALLEY 2010
Property Address: "WEST SIDE OF GRAND AVENUE"	Case No.
City: SHERMAN	State: TX Zip: 75090
Lender: CLIENT AUSTIN COLLEGE	

Neighborhood Comments

This mature neighborhood is northeast of the downtown Sherman square being centered around Austin College, as well as, Grand Avenue, plus Luckett and Dorchester Streets. Grand Avenue is a main artery for east Sherman travel whereby it fronts this subject alley on the east. Neighborhood boundaries are North: Lewis Street, East: Grand Avenue, South: East Lamar Street, and West: North Maxey Street. Marketing concerns are not present.

Improvements are not compatible in this specific neighborhood as there is Austin College, as well as, vacant lots and older, single family dwellings. Many homes have undergone a change-in-use from owner occupied to rental units. Most have been well maintained. The vacant lots for this immediate neighborhood are Austin College owned with good appeal. And, many older homes were purchased by Austin College for their campus expansion mission whereby they were moved or razed. Austin College has purchased City of Sherman alleys, closed these alleys, and constructed college improvements. The immediate neighborhood now has a good reputation resulting from Austin College's campus expansion projects.

The general appearance for properties within this neighborhood is mostly good. However, this immediate neighborhood is not in the primary growth pattern for the City of Sherman regarding new, single family development. This neighborhood is experiencing a change-in-use because of Austin College. Marketability for that vacant lot is average.

Site Comments

HIGHEST & BEST USE ANALYSIS:

The subject site was analyzed "AS IS". The present use as a City of Sherman alley is probable, is legal, is physically possible, can be appropriately supported, and is financially feasible. The highest and best use of this subject site is continued use as a City of Sherman alley.

THE SITE:

The subject site is on the west side of Grand Avenue being within the 1200 Block. There is no 911 address for this property within the Grayson Central Appraisal District as there is no home on the subject site. So, for purposes of this appraisal, the property address is "West Side of Grand Avenue".

So, "West Side of Grand Avenue"

ry line along the west side of Grand h. The south boundary line r a City of Sherman alley which is ; 14.43 feet wide as it is directioned herman alley which too is directioned it terminates on the west side of bject according to that Marshall

. So, any non-nuisance use of this od.

neighborhood to my knowledge as College as a result of their campus l / industrial growth pattern for the is Austin College.

north side of this subject alley, but : Sartin survey. Flood hazard zones gular, but being slender or, cigarette - this subject site. This subject, being

term for this City of Sherman alley

is property has not sold in the past

subject site. So, for purposes of this appraisal, the property address is "West Side of Grand Avenue".

A "fresh" Marshall Sartin Survey indicates the east (front) bounda Avenue to be 15.47 feet wide as it is directioned near north - sout directioned near east - west is 144.07 feet long as it terminates o also directioned near east - west. The rear (west) boundary line is near north - south and, is contiguous east to yet another City of S near east - west. And, the north boundary line is 145 feet long as Grand Avenue. So, there is about 2,159 square feet within this st Sartin survey.

The City of Sherman indicates the zoning to be R - 1, Residential property would be legal and probably accepted for this neighborh

There is no planned single family development for this immediate many sites were built-out years ago or, are now owned by Austin expansion mission. And, this subject is not in a major commercia City of Sherman. Any new development for this immediate locale

The topography is mostly level. There are mature trees along the their exact locations are unknown as they were not placed on that are not present (in-house flood map). The configuration is rectang like. All city utilities are available. There are no improvements ON a City of Sherman alley, is typical of other City of Sherman alleys.

Finally, marketing for this subject is maybe average. A marketing will be within a range of 9 months to 1 year.

HISTORY FOR THIS SUBJECT:

The subject has been a City of Sherman alley for many years. Th three years. There is no listing for this subject. Any offer received

ADDENDUM

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Property Address: "WEST SIDE OF GRAND AVENUE"	Case No.:
City: SHERMAN	State: TX Zip: 75090
Lender: CLIENT AUSTIN COLLEGE	

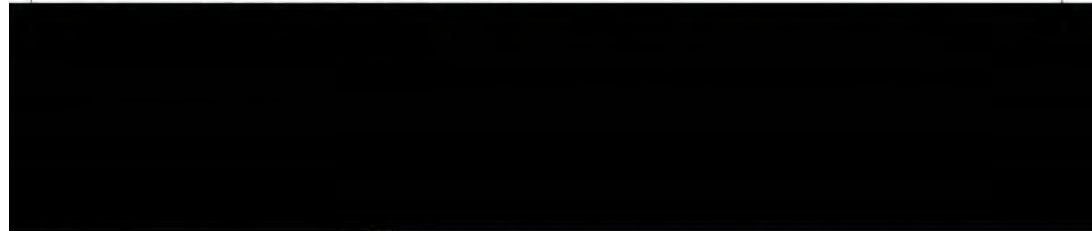
request regarding a City of Sherman alley Austin College wishes to purchase. Ellis indicated a need for this value opinion so Austin College could go forward in their negotiations with the City of Sherman for their alley purchase. So, the intended client and user of this appraisal is Heidi Ellis of Austin College. And, the intended use of this appraisal is for this author to offer a market value opinion of the subject alley as of that site visit date being June 11, 2010 (Date of Value). This appraisal will guide Heidi Ellis and Austin College with purchasing this City of Sherman alley.

Ellis indicated the Marshall Sartin Survey Company would furnish this writer a survey of this subject. The site was first visited on June 11, 2010 and photographed. Approximate boundary lines were identified with aid from the Sartin Survey.

Special attention was made of neighborhood reputation / development, general location, change in land-use, proximity to Austin College, single family / commercial / industrial neighbors, parcel shape and size, zoning, any improvements on the site, availability of utilities, any flood hazard zone concerns, and proximity to downtown Sherman. The City of Sherman was contacted regarding zoning and minimum lot size for any new construction whether it be for residential or commercial.

Eight comparable, vacant lot sales were gathered, visited, and analyzed. Only three lot sales were utilized within this appraisal. Those others not chosen for the sales grid were too far from the subject, were too old in closing date, or contained improvements. These comparables were adjusted back to the subject when different. These comparables, after adjustment, support a value opinion per square foot for this subject property.

Note: Comparable lot sales one and two are now improved with single family homes, but there were no improvements on these lots at sale time.



outside those properties
or search swath was
his reported market value
market value.

d hand-delivered to Heidi

Numerous, recent, vacant lot sales for this neighborhood were not available purchased by Austin College. The market is slower for this locale. So, a wide conducted. Still, comparables were available and after adjustment, support t opinion as of June 11, 2010. And, there is no personal property within this r

The appraisal was completed, signed on June 16, 2010 (Date of Report) and Ellis, Vice President of Austin College here in Sherman, Texas.

Borrower	CLIENT AUSTIN COLLEGE				File No.	L GRAND AVE ALLEY 2010
Property Address	"WEST SIDE OF GRAND AVENUE"					
City	SHERMAN	County	GRAYSON	State	TX	Zip Code 75090
Lender	CLIENT AUSTIN COLLEGE					

APPRAISAL AND REPORT IDENTIFICATION

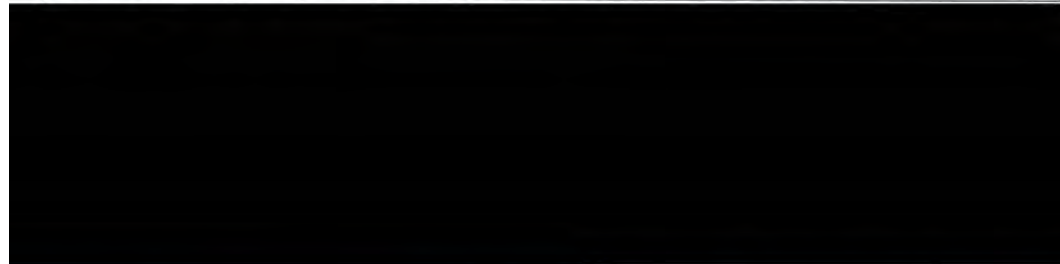
This Appraisal Report is one of the following types:

- ☐ **Self Contained** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☒ **Summary** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Use** (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Appraiser's Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- Unless noted below, I have no present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I ☒ have ☐ have not made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report.)



Any State mandated requirements:

IL IS HEIDI ELLIS OF AUSTIN COLLEGE. AND, THE INTENDED USE OF MARKET VALUE OPINION OF THE SUBJECT AS OF THAT SITE VISIT HEIDI ELLIS OF AUSTIN COLLEGE IN THEIR NEGOTIATIONS WITH OF THIS CITY OF SHERMAN ALLEY.

Comments on Appraisal and Report Identification
Note any USPAP related issues requiring disclosure and

THE INTENDED USER AND CLIENT FOR THIS APPRAISAL THIS APPRAISAL IS FOR THIS APPRAISER TO OFFER A DATE BEING JUNE 11, 2010. THIS APPRAISAL WILL AID THE CITY OF SHERMAN REGARDING THE PURCHASE C

SUPERVISORY APPRAISER (only if required):

APPRAISER:

M. J. Ellis

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

aps that are provided by the Federal Emergency Management Agency (or other data
r the subject site is located in an identified Special Flood Hazard Area. Because the
express or implied, regarding this determination.

urt because he or she made an appraisal of the property in question, unless specific

in the cost approach at its highest and best use and the improvements at their
and and improvements must not be used in conjunction with any other appraisal and

lverse conditions (such as, needed repairs, depreciation, the presence of hazardous
pection of the subject property or that he or she became aware of during the normal
erwise stated in the appraisal report, the appraiser has no knowledge of any hidden
an environmental conditions (including the presence of hazardous wastes, toxic
or less valuable, and has assumed that there are no such conditions and makes no
ig the condition of the property. The appraiser will not be responsible for any such
ng that might be required to discover whether such conditions exist. Because the
zards, the appraisal report must not be considered as an environmental assessment

nd opinions that were expressed in the appraisal report from sources that he or she
and correct. The appraiser does not assume responsibility for the accuracy of such

appraisal report except as provided for in the Uniform Standards of Professional

and valuation conclusion for an appraisal that is subject to satisfactory completion,
ie improvements will be performed in a workmanlike manner

3. The appraiser has examined the available flood m:
sources) and has noted in the appraisal report whethe
appraiser is not a surveyor, he or she makes no guarantees,

4. The appraiser will not give testimony or appear in co
arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land
contributory value. These separate valuations of the li
are invalid if they are so used.

6. The appraiser has noted in the appraisal report any a
wastes, toxic substances, etc.) observed during the ins
research involved in performing the appraisal. Unless oth
or unapparent conditions of the property or advers
substances, etc.) that would make the property more
guarantees or warranties, express or implied, regardi
conditions that do exist or for any engineering or testi
appraiser is not an expert in the field of environmental ha
of the property.

7. The appraiser obtained the information, estimates, a
considers to be reliable and believes them to be true i
items that were furnished by other parties.

8. The appraiser will not disclose the contents of the
Appraisal Practice.

9. The appraiser has based his or her appraisal report
repairs, or alterations on the assumption that completion of it

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and

omulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable net exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented out the effect of the adverse conditions on the marketability of the subject property.

I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: "WEST SIDE OF GRAND AVENUE" SHERMAN, TEXAS 75090

SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. Box 1843 * 109 S. Travis Street * Sherman, Texas 75091-1843
Ph (9023) 892-8003 * Fax (903)-868-2970 * Email – msartin@gcecisp.com

ALLEY 3

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the CHARLES CARTER SURVEY, Abstract No. 220, being a part of the East/West 15 foot alley lying along the South line of Block THREE (3) of MILDRED HEIGHTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 191 Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found $\frac{1}{2}$ inch rebar maintaining the Southeast corner of Lot Four in said Block Three, at the intersection of the North line of said East/West alley with the West line of Grand Avenue;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 15.47 feet to the Southeast corner of the herein described tract, on the North line of a 69.5 x 150 foot tract of land conveyed by James Earl Thrasher, et al to Dorothy Calhoun Fowler by deed dated January 13, 1976, recorded in Volume 1332, Page 770, Deed Records, Grayson County, Texas;

THENCE South 74 deg. 25 min. 33 sec. West, with the South line of said alley, the North line of said 69.5 x 150 foot tract, a distance of 144.07 feet to a set $\frac{1}{2}$ inch capped rebar stamped SARTIN-3694 for its Northwest corner, the Northeast corner of an 0.4 acre tract conveyed by

dated February 15, 2000, recorded in
on County, Texas;

distance of 14.43 feet to the Southwest

American Bank of Texas to Austin College by deed
Volume 2890, Page 404, Official Public Records, Grayson

THENCE North 19 deg. 42 min. 57 sec. West, &



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5540**

**Authorizing the Acceptance of Fiscal Year 2010 Homeland Security Grant Program
Federal Grant Award Number 2010-SS-T0-0008 from the Federal Emergency
Management Agency and the U.S. Department of Homeland Security and the Purchase
of Equipment Related to Regional Response**

Issue

On August 1, 2010, the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security awarded the City of Sherman a grant in the amount of \$177,104.28. The grant award is in two parts: (1) State Homeland Security Program Law Enforcement and Terrorism Prevention Assistance (SHSP LETPA) funds of \$159,393.85, and (2) State Homeland Security Program (SHSP) funds of \$17,710.43. Council approval is required for the receipt and expenditure of these funds.

Background

The City of Sherman has been awarded a grant to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, response and recovery capabilities. In previous years, Homeland Security Grant Program funds have been used to purchase regional response equipment including communications equipment, a mobile command post, a trench rescue trailer, and a rescue boat. This year's grant will be used to fund equipment costs and training primarily for law enforcement personnel related to our regional response efforts. Eligibility for this and future grants was contingent on compliance with state and federal guidelines including compliance with the National Incident Management System (NIMS).

Origination

J. J. Jones, Fire Chief

Financial Consideration

The grant award of \$177,104.28 represents 100% of the total project cost. Expenditure of these funds will be in accordance with City purchasing guidelines.

Staff Recommendation

It is recommended that the City Council approve acceptance of the award.

Alternatives

Though not recommended, the City Council could decline the award and not provide the programs as designed.

Attachments

Resolution No. 5540 and Grant Award Package (Award notification and Sub-Recipient Agreements)

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2010 HOMELAND SECURITY GRANT PROGRAM FEDERAL GRANT AWARD NUMBER 2010-SS-T0-0008 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to accept the Fiscal Year 2010 Homeland Security Grant Program Federal Grant Award Number 2010-SS-T0-000864 from the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security, in accordance with all award documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.txdps.state.tx.us



STEVEN C. McDRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLLINSKY, CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH

October 26, 2010

The Honorable Bill Magers
Mayor, City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

Dear Mayor Magers:

Please find enclosed Homeland Security Grant Program (HSGP) sub-recipient award documents for your review and signature acceptance as the Chief Elected Official for your area. Funds received under this grant award are to be used to address potential and real time challenges in response to acts of terrorism and all-hazards events only and administered using the following governance documents listed in priority level: FY 2010 Homeland Security Appropriations Act; Presidential Directives; Federal Statutes; Federal Regulations; Office of Management and Budget (OMB) Circulars; Terms and Conditions of award; FY 2010 HSGP Grant guidance; Department of Homeland Security (DHS) Policy; FEMA Policy; and Texas Homeland Security – State Administrative Agency (TXHLS-SAA) Policy.

The attached FY 2010 Sub-Recipient Agreement(s) (SRA) with Terms and Conditions requires your review, signature of acceptance/agreement, and return to the TXHLS-SAA as directed below. Response to this award offer must be received even if you decide to decline the award.

The SRA must be filled out and signed by the person indicated in the address box of the award document. Signature by anyone other than that person will only be accepted as a valid signature of acceptance of the award and agreement to follow grant fund requirements if a letter of designation from the person approved to sign the award is attached indicating he/she authorizes that person to sign on their behalf. Please note that authorization for signature will be deemed as acceptable for signing any documents going forward that pertain to this award unless the letter of authorization indicates otherwise.

You will need to fill in the contact information; sign and date the Sub-Recipient Award(s); certify you have read, understand, and accept the Terms and Conditions (T&Cs) by initializing the bottom of each page of the T&Cs; populate the contact information located in the section entitled

"Restrictions, Disclaimers and Notices" of the T&Cs; certify agreement to the statements provided in Exhibits A, B, and C located at the back of the T&Cs by filling in contact information- signing all exhibits; and return all documents to the TXHLS-SAA by the due date provided in the bottom-left corner of the Sub-Recipient Award(s) box 13.

In addition, the TXHLS-SAA must have a current Direct Deposit Authorization from your organization in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. An electronic version of this form is available for you to download, populate and send to the TXHLS-SAA on the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf> . If you submitted a completed Direct Deposit Authorization form with prior acceptance documents for HSGP awards, you do not need to submit another authorization unless your bank account information has changed or you wish to receive reimbursement by check instead of by direct deposit.

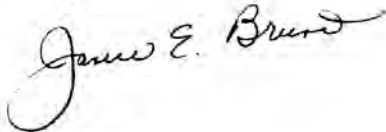
This HSGP SRA offer will be withdrawn if the required materials are not received at the TXHLS-SAA with a postmark no later than the due date indicated on your SRA(s). Extensions to this date will not be granted. You must submit required documents by the due date to the following address:

Texas Department of Public Safety
TXHLS- State Administrative Agency
1033 La Posada, Suite 100
Austin, TX 78752

Please retain a copy of each document submitted to the TXHLS-SAA for your records.

If you have any questions, please contact Edwin Staples at 512-377-0002.

Sincerely,



Janice E. Bruno
Director
TXHLS-SAA

JEB:es



Texas Department of Public Safety

2010 Sub-Recipient Award for City of Sherman

Date of Award
October 20, 2010

1. Sub-Recipient Name and Address	2. Prepared by: Seals, Freddie	3. SAA Award Number: 10-SR 67496-01
Mayor Bill Magers City of Sherman P.O. Box 1106 Sherman, TX 75091-1106	4. Federal Grant Information	
	Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)	
	Federal Grant Award Number: 2010-SS-T0-0008	
	Date Federal Grant Awarded to TxDPS: August 1, 2010	
	Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate	

5. Award Amount and Grant Breakdown			
SHSP-LETPA Award Amount (Federal) CFDA: 97.073 \$159,393.85	Grant Period: <table><tr><td>From: Aug 1, 2010</td><td>To: Jul 31, 2012</td></tr></table> (The SAA must receive all invoices by the end of grant period)	From: Aug 1, 2010	To: Jul 31, 2012
From: Aug 1, 2010	To: Jul 31, 2012		

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov.2.8.9029.0>

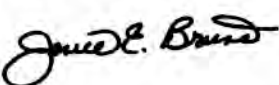
9. Agency Approval	
Approving TxDPS Official: Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety	Signature of TxDPS Official:

10. Sub-Recipient Acceptance	
I have read and understand the attached Terms and Conditions.	
Type name and title of Authorized Sub-Recipient official: BILL MAGERS, MAYOR	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 75-6000669	12. Date Signed :
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13. DUE DATE: December 4, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

	Texas Department of Public Safety					
	2010 Sub-Recipient Award for City of Sherman					
Date of Award October 20, 2010						
1. Sub-Recipient Name and Address: Mayor Bill Magers City of Sherman P.O. Box 1106 Sherman, TX 75091-1106		2. Prepared by: Seals, Freddie 3. SAA Award Number: 10-SR 67496-01				
4. Federal Grant Information:						
Federal Grant Title:		Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)				
Federal Grant Award Number:		2010-SS-T0-0008				
Date Federal Grant Awarded to TxDPS:		August 1, 2010				
Federal Granting Agency:		Department of Homeland Security FEMA Grant Programs Directorate				
5. Award Amount and Grant Breakdown:						
SHSP Award Amount (Federal) CFDA: 97.073 \$17,710.43		Grant Period: <table border="1"> <tr> <td>From:</td> <td>To:</td> </tr> <tr> <td>Aug 1, 2010</td> <td>Jul 31, 2012</td> </tr> </table> (The SAA must receive all invoices by the end of grant period)	From:	To:	Aug 1, 2010	Jul 31, 2012
From:	To:					
Aug 1, 2010	Jul 31, 2012					
6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).						
7. Method of Payment: Primary method is reimbursement.						
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0						
9. Agency Approval						
Approving TxDPS Official: Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety		Signature of TxDPS Official: 				
10. Sub-Recipient Acceptance						
I have read and understand the attached Terms and Conditions.						
Type name and title of Authorized Sub-Recipient official: BILL MAGERS, MAYOR		Signature of Sub-Recipient Official: 				
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 75-6000669		12. Date Signed : 				
13. DUE DATE: December 4, 2010 Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.						

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. Fill in the contact information and sign the Sub-Recipient Award
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the contact information located on Page 4.
4. Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
5. Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial _____ Date _____

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Initial _____ Date _____

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A - 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141, et seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial _____ Date _____

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial _____ Date _____

DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information
(Please Fill-In Contact Information below)
Name: <u>U. J. JONES</u>
Title: <u>FIRE CHIEF</u>
Agency: <u>SHERMAN</u>
Address: <u>318 S. TRAVIS</u> <u>SHERMAN, TX 75090</u>

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Initial _____ Date _____

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §__42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Initial _____ Date _____

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Initial _____ Date _____

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Initial _____ Date _____

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity:

i) You as a sub-recipient, your employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or sub-award under this award.

ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

- i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
- ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:

- i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
- ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

Initial _____ Date _____

- iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.
- d) Definitions. For purposes of this award term:
- i) "Employee" means either:
- (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii) "Private entity" means:
- (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
- (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
- (b) A for-profit organization
- iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
- 2)
- a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

BILL MAGERS
Type Name of Authorized Official

MAYOR
Title

CITY OF SHERMAN
Sub-recipient Organization

Signature of Authorized Official

Date

Initial _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial _____ Date _____

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

BILL MABER
Type Name of Authorized Official
MAYOR
Title
CITY OF SHORMAN
Sub-recipient Organization

Signature of Authorized Official Date

Initial _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial _____ Date _____

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

BILL MAGAZ
Type Name of Authorized Official
MAYOR
Title
CITY OF SHORMAN
Sub-recipient Organization

Signature of Authorized Official Date

Initial _____ Date _____

Exhibit C

Certifications

The undersigned, BILL MAGERS (print), as the authorized official of SHERMAN certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/proc/vendor_performance/debarred/](http://www.window.state.tx.us/prc/http://www.window.state.tx.us/procurement/proc/vendor_performance/debarred/)

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. - Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

Initial _____ Date _____

i. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

BILL MAGRAW
Type Name of Authorized Official
MAYOR
Title
CITY OF SHERMAN
Sub-recipient Organization

Signature of Authorized Official Date

Initial _____ Date _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5541**

Authorizing the Cities Aggregation Power Project, Inc. (CAPP) to Negotiate an Extension to the Current Electric Supply and Necessary Related Services Agreement with Next Era for a Fixed Price Per KWH that is Lower Than Contract Rates for 2011-2013, said Extension to Continue until December 31, 2018; Authorizing CAPP to Act as an Agent on Behalf of the City to Enter Into a Contract for Electricity; Authorizing the Chairman of CAPP to Execute an Extension to the Current Electric Supply Agreement for Deliveries of Electricity Effective January 1, 2011 or as soon after Finalization of a Contract as Possible; Committing to Budget for Energy Purchases and to Honor the City's Commitments to Purchase Power through CAPP for its Electrical Needs through December 31, 2018

Issue

This resolution gives the Cities Aggregation Power Project, Inc. (CAPP) the authority to lock in very favorable electrical rates for the City of Sherman's consumption during the eight (8) year period of January 1, 2011 through December 31, 2018.

Background

The City is a member of CAPP, which acts on behalf of its members to secure power at favorable rates to member cities because of the economies of scale realized by aggregating the power needs of many cities. This item gives CAPP the authority to negotiate for an eight-year contract for power at a projected significant cost savings through Next Era and Direct Energy.

Origination

Geoffrey Gay of Lloyd Gosselink Rochelle & Townsend, P.C. on behalf of CAPP

Financial Consideration

There is no financial consideration to approving this resolution. Participating in this contract will provide the City immediate savings and price stability over the next eight (8) years.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

While not recommended, the City Council could reject the resolution and continue under the terms of the current agreement through 2013.

Attachments

Memos from Geoffrey Gay dated November 5, 2010 and November 9, 2010
Resolution No. 5541

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



Mr. Gay's Direct Line: (512) 322-5875
Email: ggay@lglawfirm.com

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

MEMORANDUM

TO: All CAPP and STAP Members

FROM: Geoffrey M. Gay

DATE: November 5, 2010

RE: Electric Rates for 2011 and Beyond

Things are on track for the merger of CAPP and STAP, effective January 1, 2011, and for the assumption of the new identity, Texas Coalition for Affordable Power ("TCAP"). The merger will have no impact on existing contractual relationships with Next Era and Direct Energy.

As all of you are aware, the current energy supply agreement expires December 31, 2013. Energy prices for each year of the current five-year contract were locked on at the time the contract was signed in the fall of 2008. Prices vary by ERCOT zone and for 2011, the energy prices are scheduled to be only slightly higher than 2010 prices. The contractually scheduled prices for 2011 are:

North Zone	7.895¢ per kWh
South Zone	8.044¢ per kWh
West Zone	5.914¢ per kWh
Houston Zone	8.447¢ per kWh

New Offer Results in Savings

The purpose of this memorandum is not so much to remind you of next year's energy prices as it is to inform you that you have a rare opportunity to reduce next year's prices and achieve significant savings over the next three years by amending and extending the existing supply agreement.

1813/00/1218170

Lloyd Gosselink Rochelle & Townsend, P.C.

November 5, 2010

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Your supplier, Next Era, has offered to liquidate the natural gas futures contracts it secured in 2008 to give CAPP and STAP fixed electric rates for five years. Next Era would then purchase new gas futures contracts to secure fixed pricing for an eight-year period at rates less than rates that must be paid next year under the existing terms and conditions of the contract with Next Era. **For most CAPP and STAP members, Next Era's offer to "blend and extend" would reduce 2011 prices by approximately 1¢ per kWh.** For the small users who consume less than 1 million kWh annually, that reduction should result in savings of between \$2,500 and \$30,000 over the remainder of the current five-year agreement. For the largest user, the savings should approximate \$5 million.

Background

The current contract is referred to as a four-party agreement. It contractually commits CAPP and STAP to Next Era (aka, Florida Power & Light) as supplier and Direct Energy Business Services ("DEBS") as retail electric provider responsible for customer accounts and billing. Each CAPP and STAP member was required to pass a resolution agreeing to be bound by the four-party agreement and pledging to sign an individual customer energy supply agreement with DEBS. The current contract became effective on January 1, 2009 and will expire December 31, 2013. Under ordinary circumstances, bids for power to meet member needs in 2014 and beyond would not have commenced until sometime in 2012.

In June, CAPP and STAP received an unsolicited offer for a block of base load energy to be available in 2014 from distressed generation assets to be purchased by some West Texas investors and backed by J.P. Morgan. The indicative pricing looked favorable for a five-to-twelve-year commitment.

Both Boards were interested in the proposal. The CAPP Board directed R.J. Covington Consulting to perform a due diligence evaluation of the proposed pricing. Consultants were able to obtain several comparable offers, including an offer from Next Era. However, Next Era indicated that while they were willing to discuss the block power commitment, better pricing could be offered in a blend and extend arrangement. Indeed, their blend and extend proposal contained more favorable pricing with less risk than any other offer. Next Era proposed to liquidate the gas futures contracts obtained in 2008 to serve CAPP and STAP load through 2013 and to purchase new gas futures contracts at lower prices to serve CAPP's and STAP's full requirements through 2018. The energy price offered to members would be fixed for eight years subject to the same adjustment provisions (for ancillary services, nodal market prices and changes to total member load) in the current contract. Generally speaking, members in the North, South, and Houston ERCOT Zones would see a reduction in next year's price of about 1¢ per kWh. Multiplying each member's annual consumption by 1¢ yields a savings estimate for next year.

In 2008, the excess supply in West Texas permitted CAPP members in the West Zone of ERCOT to realize about a 2¢ reduction off of North Zone prices during the five-year contract. Over the last year, pricing differentials between zones have narrowed significantly. Under the blend and extend arrangement, West Zone members, including Wichita Falls, Abilene, San Angelo, and Odessa and others should see some reduction in contract prices currently set for

November 5, 2010

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2011-2013, but not nearly as great as the 1¢ per kWh price reduction that should be available in the other three zones.

Do Near-Term Savings Justify a Five Year Extension?

Two factors largely determine electric prices in the Texas deregulated market: natural gas futures prices and heat rates which are in turn influenced by market perceptions of available generation capacity. At this point in time, natural gas prices are low and stable and there is excess capacity. Whether natural gas prices will remain low and stable through 2013 depends a great deal upon the future of shale gas extraction. If environmental factors such as potential groundwater contamination limit the production of shale gas or if the economy recovers and industrial and electric company demand for gas increases, natural gas prices will rise. Most analysts of population growth predict significant expansion of the population of Texas. How soon such growth will cause demand for electricity to grow faster than supply is unknown, but some forecasts suggest that the reserve margins for generation of electricity may dip below a reasonable level by as early as 2013. If that happens, electric prices will rise above current levels.

An optimistic forecast would indicate that natural gas prices will remain around current levels for the next three or four years. To pass on an offer to reduce current contract rates and achieve a fixed price guarantee for eight years, one has to count on gas prices continuing to decline and for electric generation supply to remain comfortably greater than peak demand at least through the end of 2013. Even if gas prices decline so as to justify a lower rate in 2013 for the 2014-2016 period, it is unlikely that the rate would be sufficiently lower to justify foregoing the potential near-term savings afforded by a blend and extend arrangement.

Your Option

Your political subdivision is under contract through 2013. You may reject the blend and extend opportunity and remain under the current terms and conditions. If you desire to take advantage of a blend and extend offer that produces both immediate savings and price stability for the next eight years, your governing body will need to authorize someone to sign an amended agreement with Next Era, if and when the CAPP and STAP Boards approve and recommend an amendment.

Explanation of the Contracting Process

The contracting process for the blend and extend agreement is exactly like the process used in the last several contracting periods. Your council will need to approve one of the two attached model resolutions. One resolution (Model Resolution A) authorizes CAPP to act as an agent to negotiate and execute a contract for the member's electricity needs while the other resolution (Model Resolution B) requires the city to contract with CAPP to purchase power for the member through CAPP and to designate an individual with the power to execute the contract.

The resolutions streamline contracting procedures. The resolutions empower the Chairman of CAPP to sign a blend and extend agreement with the current power provider on behalf of all CAPP members for 2011-2018 energy needs. A majority of CAPP members previously authorized the CAPP Chairman to execute the 2007 and the 2008 energy contracts on

November 5, 2010

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their behalf. Model Resolution A accomplishes that objective for 2011-2018. Model Resolution B is to be adopted by those cities whose charters prevent the cities from delegating contracting power to anyone but the mayor or other designated city representative. For those cities, the resolution directs the city to contract with CAPP for the city's 2011-2018 electricity needs. In addition, both resolutions reiterate that each member is obligated only for its proportionate share of the contracted load. Every CAPP member should expeditiously adopt one of the two resolutions and provide a copy of the resolution to my office.

If you have any questions or need more information, please contact Geoffrey Gay (512/322-5875, ggay@lglawfirm.com).

PLEASE NOTE: Passage of one of the attached resolutions does not guarantee that the Next Era contract will be extended. That will only happen if both Boards conclude that significant near-term savings and fixed prices will result. Passage of a resolution just ensures your political subdivision the right to participate in the blend and extend agreement, if it is finalized, approved, and recommended by the CAPP and STAP Boards.



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Email: ggay@lglawfirm.com

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Facsimile: (512) 472-0532

www.lglawfirm.com

MEMORANDUM

TO: All CAPP & STAP Members

FROM: Geoffrey M. Gay

DATE: November 9, 2010

RE: Blend and Extend Power Agreement

Regarding last week's communication of a possible fixed price extension to your current power supply agreement in exchange for lower energy prices than the scheduled prices for 2011-2013 under the existing contract, I have had several questions which I should answer generically.

First, what is the deadline for passage of a resolution authorizing the signing of a blend and extend contract? Realizing that we cannot do much in terms of actually nailing down prices and finalizing a contract until we know who wants to participate, the most correct answer to the question of when do you need the authorizing resolution is, "the sooner the better." Electric price reductions depend upon being able to take advantage of an historically aberrant condition of low and stable natural gas prices. We have to act before gas market conditions change, and no one can reliably predict if or when that will occur. My response to the deadline question then is that resolutions must be received by mid-December—say December 15th to have any hope of completing a contract price revision and extension effective January 1st. Even if all resolutions are returned by December 15th, it is likely that a contract cannot be executed until sometime in January. Let us hope natural gas futures prices continue to be in their current range for months to come.

Second, how can we guarantee that blend and extend prices for 2014-2018 are going to be lower than prices we might find available for that period around the time the current five-year agreement is scheduled to expire? No one could make such a guarantee. The issue becomes, "does the combination of savings over scheduled prices in the current contract and the perpetuation of those prices through 2018 seem less risky than betting that natural gas prices will be lower in 2013 than they are today and that the ERCOT reserve margins will remain higher than necessary into 2015?" The objective of a blend and extend agreement is to achieve current savings, insure against price volatility, manage risk, and stabilize budgets.

Electricity prices are primarily governed by natural gas futures prices set by NYMEX. Gas prices at the well-head or delivered to gas-fired generation stations in Texas do not matter. The NYMEX futures prices are influenced by world politics, global weather patterns, and market

1813/00/1223831

Lloyd Gosselink Rochelle & Townsend, P.C.

November 9, 2010

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perceptions of supply and demand. Currently, there is a perception that there is an abundance of natural gas because of shale gas recovery. Current relative price stability in the natural gas market could return to historically volatile patterns if a legislative body or a court determines that shale fracturing pollutes water supplies. War in the mid-East or hurricanes in the Gulf could similarly cause gas prices to spike.

The second primary driver behind deregulated market prices for electricity is the electric market's perception of available generation capacity in Texas. Our Governor wants to lure new industry to Texas. Will new businesses and population growth cause the demand for electricity to rise faster than supply? Shall CAPP and STAP members assume the risk that current generation plants may fail, that demand may outstrip supply, that fracturing may pollute, and that hurricanes and wars may affect gas prices? The blend and extend contract potential is equivalent to an insurance policy with the offer of a reduction in premium. Will a better deal be available two years from now? The answer can only be found in wild guesses.

Third, assuming authorization to participate in a blend and extend agreement is granted by passing a resolution, may the authorization be withdrawn? The answer probably lies in the "no harm, no foul" rule. Nothing precludes authorization for participation in a contract once given from being revoked so long as there has been no adverse (as in creating financial harm) reliance on the authorization. All the terms and conditions of the existing contract, except price and length of term, should remain the same in the blend and extend agreement. There will not be much for any member to evaluate other than price risk. Whether and when the contract amendment moves forward depends first upon the degree of interest by members and second upon price and resulting savings. There will be no extension unless the CAPP and STAP Boards, and perhaps ultimately the TCAP Board believes near-term savings are significant. Members will be provided updates on indicative prices and potential savings after it appears appropriate to start asking Next Era for such information upon reaching some, as yet unknown, threshold of member support through resolutions.

Fourth, is it possible for some members to reject the blend and extend option while other members take advantage of the offer? Yes, and the decision to proceed depends not as much on the percentage of the 154 CAPP and STAP members that promptly act on the resolution, but rather on the percentage of total contract load that is made available for the extension. Twenty members consume roughly two-thirds of the total 1.4 billion kWh annual usage. It is unlikely that Next Era will require 100% of the CAPP and STAP load to commit to the blend and extend contract amendment, but it is probably reasonable to expect that Next Era will require 75%-95% of the load to be supported by authorizing resolution before it is willing to finalize a contract.

Fifth, if the contract extension does not occur before December 31st, should the resolution refer to "TCAP" as well as "CAPP" and "STAP"? Reference to "TCAP" need not be included in the resolution unless a governing body does not intend to pass the resolution until next year. All contractual commitments, revenues, assets and liabilities with both CAPP and STAP will pass to TCAP on January 1, 2011.

If you have other questions, concerns or comments, please feel free to get in touch with me.

Lloyd Gosselink Rochelle & Townsend, P.C.

RESOLUTION NO. 5541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITIES AGGREGATION POWER PROJECT, INC. (CAPP) TO NEGOTIATE AN EXTENSION TO THE CURRENT ELECTRIC SUPPLY AND NECESSARY RELATED SERVICES AGREEMENT WITH NEXT ERA FOR A FIXED PRICE PER KWH THAT IS LOWER THAN CONTRACT RATES FOR 2011-2013, SAID EXTENSION TO CONTINUE UNTIL DECEMBER 31, 2018; AUTHORIZING CAPP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE CHAIRMAN OF CAPP TO EXECUTE AN EXTENSION TO THE CURRENT ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2011 OR AS SOON AFTER FINALIZATION OF A CONTRACT AS POSSIBLE; COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER THROUGH CAPP FOR ITS ELECTRICAL NEEDS THROUGH DECEMBER 31, 2018; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas ("City") is a member of Cities Aggregation Power Project, Inc. ("CAPP"), a nonprofit political subdivision corporation dedicated to securing electric power for its 102 political subdivision members in the competitive retail market; and

WHEREAS, CAPP negotiated favorable contract terms and a reasonable commodity price for delivered electricity since 2002 resulting in significant savings for its members; and

WHEREAS, the City's current contract for power with Next Era arranged through CAPP expires December 31, 2013; and

WHEREAS, the CAPP Board of Directors is currently considering a blend and extend contract with Next Era with indicative retail energy prices that will reduce the prices under the current contract for the next three years and extend a fixed price for energy through December 31, 2018; and

WHEREAS, the current contract is a master agreement between CAPP and Next Era endorsed by contract with individual CAPP members; and

WHEREAS, CAPP must be able to commit contractually to prices in a blend and extend contract amendment within a 24-hour period in order to lock-in favorable prices; and

WHEREAS, experiences in contracting for CAPP load since 2002 demonstrated that providers demand immediate response to an offer and may penalize delay with higher prices; and

WHEREAS, suppliers demand assurance that CAPP will pay for all contracted load; and

WHEREAS, the City must assure CAPP that it will budget for energy purchases and honor its commitments to purchase power for its electrical needs through CAPP for the period beginning January 1, 2011, and extending through December 31, 2018; and

WHEREAS, CAPP intends to continue to contract with Next Era (power supply) and Direct Energy (billing, administrative and other customer services); and

WHEREAS, the current contractual relationships between CAPP and Next Era and Direct Energy have been beneficial and cost effective for CAPP members and the City;

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

SECTION 1. That the CAPP Board and its consultants and advisors are agents authorized to negotiate for the City's electric power needs as a member of CAPP and to extend the current supply agreement through December 31, 2018.

SECTION 2. That the City approves CAPP extending its current contract with Next Era for the supply of electric power and related, necessary services for the City for a term to begin January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018, so long as the extension results in savings over the current contract term of 2011-2013 and results in fixed prices through December 31, 2018.

SECTION 3. That the Chairman of CAPP is hereby authorized to sign a Commercial Electricity Supply Agreement ("CESA") for the City pursuant to the contract approved and recommended by the CAPP Board of Directors within 24 hours of said approval and recommendation, provided that the energy price to be paid per kWh in 2011-2013 is less than the current contract price for 2011-2013 resulting in savings for the City and that the fixed price for the period 2011-2013 will continue through December 31, 2018.

SECTION 4. That the City will budget and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement arranged by CAPP and the CESA signed by the Chairman of CAPP on behalf of the City for the term beginning January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018.

SECTION 5. That a copy of the resolution shall be sent to Mary Bunkley with the City Attorney's office in Arlington and to Geoffrey M. Gay, legal counsel to CAPP.

SECTION 6. 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 _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5542**

**Authorizing Execution of a Professional Services Agreement with Freeman Millican, Inc.
to Revise and Update the City of Sherman's Wastewater Treatment Plant Operation
and Maintenance Manual**

Issue

Approval of a professional services agreement with Freeman Millican, Inc. to review and update the operation and maintenance manual for the Sherman Wastewater Treatment Plant.

Background

The Texas Commission on Environmental Quality requires that all wastewater treatment facilities maintain an up-to-date operating and maintenance manual. The existing manual for the City's facility is outdated and requires revision.

Origination

Utilities Administration Department #710

Financial Consideration

The fee for engineering services will be based on hourly rates and will not exceed \$50,000.00 this fiscal year. Funding for these services has been provided in the Wastewater Treatment Plant operation budget.

Staff Recommendation

It is recommended that the contract for professional engineering services with Freeman Millican, Inc. to revise and update the Wastewater Treatment Plant operation and maintenance manual be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5542

Letter Agreement for Professional Services

Location Map

Prepared by:

Mark Gibson, Director of Engineering & Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN MILLICAN, INC. TO REVISE AND UPDATE THE CITY OF SHERMAN'S WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE MANUAL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freeman Millican, Inc. for the revision and update of the City of Sherman's Wastewater Treatment Plant operation and maintenance manual, to be approved in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



J. TERRY MILLICAN, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

October 22, 2010

Mr. Mark Gibson
City of Sherman
220 W Mulberry St
Sherman, TX 75090-5832

Subject: WWTP O & M Manual

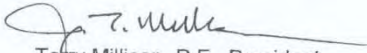
Dear Mr. Gibson,

As per your request, Freeman-Millican, Inc. will provide engineering services to assist you in the development of an operating and maintenance manual for the Sherman wastewater treatment plant (WWTP). We propose to provide needed services based on hourly rates invoiced monthly. Our hourly rates are provided in Attachment "A". The total cost of our services on this project during fiscal year 2010 – 2011 (October 1, 2010 to September 30, 2011) will not exceed \$50,000.00 without further authorization.

If these terms are acceptable, please sign below and return this letter agreement to us.

We appreciate this opportunity to provide services. Please contact us with any questions or comments.

Sincerely,


Terry Millican, P.E., President
Freeman-Millican, Inc.

APPROVED _____

Attachment "A"

**Freeman-Millican, Inc.
2010 Standard Billing Rates**

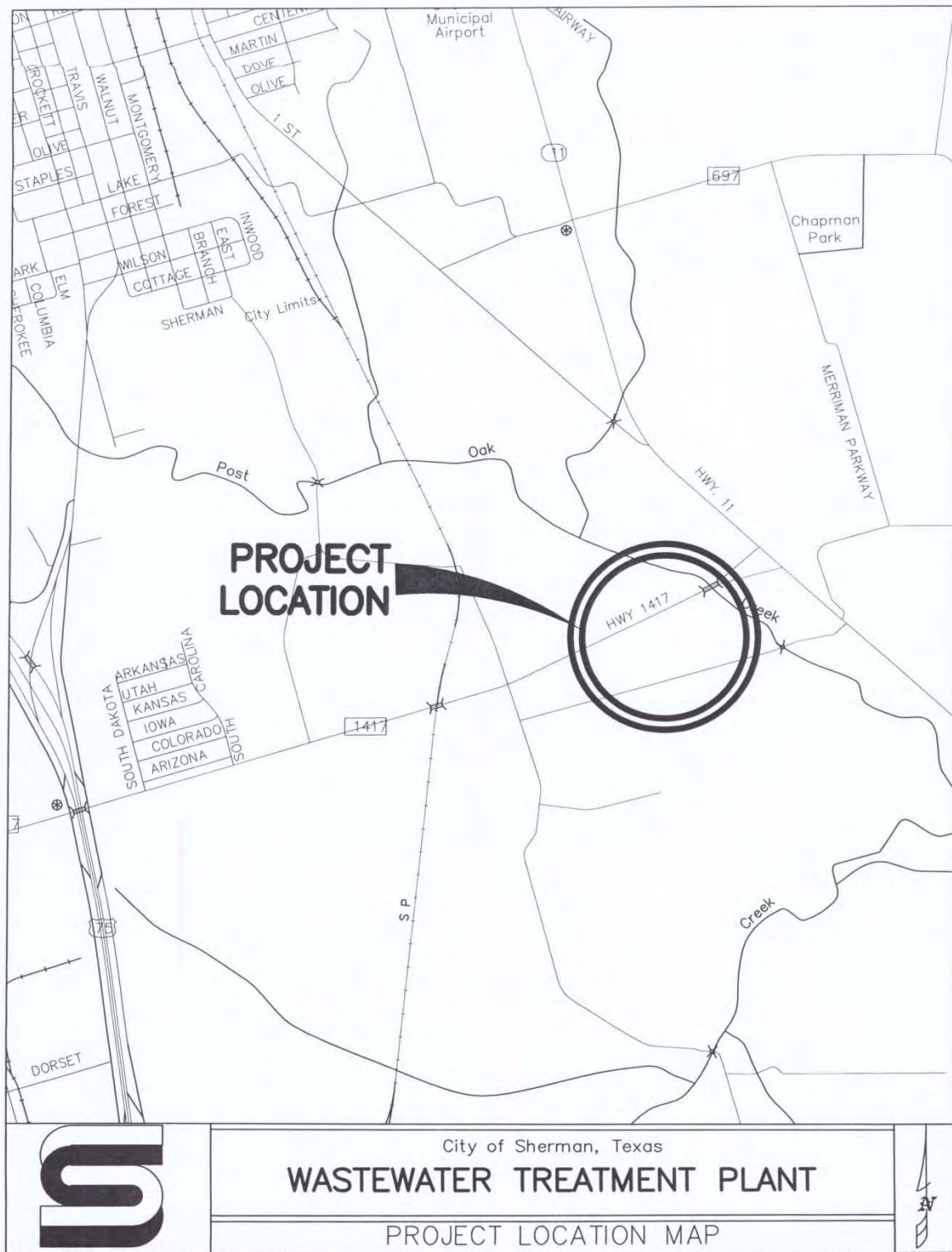
Employee Category	Rate	Billing Unit
Principal Engineer	\$ 165.00	per hour
Senior Planner	165.00	per hour
RPLS	150.00	per hour
Associate Engineer	130.00	per hour
Associate Planner	130.00	per hour
Senior Project Engineer	115.00	per hour
Architect	100.00	per hour
Project Engineer	100.00	per hour
Planner	100.00	per hour
Engineer-in-Training (EIT)	85.00	per hour
Designer	75.00	per hour
Computer Aided Drafting (CAD)	60.00	per hour
Clerical	50.00	per hour
GPS Surveying	125.00	per hour
EDM Surveying (2-man)	125.00	per hour
Surveying - Field Support	60.00	per hour
Mileage	\$ 0.50	per mile
Reimbursable expenses - cost plus	10%	

Note: We do not charge mileage where we are City Engineer.

Freeman-Millican, Inc.
2010 Standard Billing Rates

Employee Category	Rate	Billing Unit
Principal Engineer	\$ 165.00	per hour
Senior Planner	165.00	per hour
RPLS	150.00	per hour
Associate Engineer	130.00	per hour
Associate Planner	130.00	per hour
Senior Project Engineer	115.00	per hour
Architect	100.00	per hour
Project Engineer	100.00	per hour
Planner	100.00	per hour
Engineer-in-Training (EIT)	85.00	per hour
Designer	75.00	per hour
Computer Aided Drafting (CAD)	60.00	per hour
Clerical	50.00	per hour
GPS Surveying	125.00	per hour
EDM Surveying (2-man)	125.00	per hour
Surveying - Field Support	60.00	per hour
Mileage	\$ 0.50	per mile
Reimbursable expenses - cost plus	10%	

Note: We do not charge mileage where we are City Engineer.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5543**

**Authorizing the Purchase of a New Commercial Rear Load Collection Truck
for the Solid Waste Services Department through the
Texas Local Government Purchasing Cooperative (BuyBoard)**

Issue

To authorize the purchase of a new commercial rear load collection truck for use within the Solid Waste Services Department

Background

Commercial collection from 196 businesses is a mix of collecting bag/box, time charged bulk stops loaded by hand, and tipper carts. Additionally, waste collection from one residential trailer park is performed with a commercial rear load truck. Residential waste collection on one way streets and feeder roads is also performed by a rear load truck. The purchase of a new commercial rear load collection truck will replace an older model and reduce the number of rear load trucks from five to three. The current commercial truck will be moved to residential pickup; and one existing rear loading truck will be retained for back-up.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Department of Public Works

Financial Consideration

The Heil PT 1000 18-Cubic Yard Rear-Loader will be purchased from Heil of Texas for \$51,758.62 from BuyBoard. We received two quotes for the chassis: (1) Southwest International Trucks Inc.'s quote was for a 2011 7400 SBA 4x2 for \$75,990.00 through the BuyBoard; (2) Rush Truck Centers of Texas, L.P.'s quote was for a 2011 Peterbilt Model 337 for \$76,287.63 through BuyBoard. The purchase will be made from Heil of Texas and Southwest International Trucks Inc. through the BuyBoard, at a total cost of \$127,748.62; a savings of \$11,191.38 compared to the budget. Funds for this purchase were appropriated in the fiscal year (FY) 2010-2011 Solid Waste Services budget.

Staff Recommendation

It is recommended that staff be authorized to purchase the new commercial rear load solid waste collection truck through the BuyBoard.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5543

BuyBoard Quotes (1) and (2)

BuyBoard Interlocal Participation Agreement

Prepared by:

Don Keene, Exec. Director – Planning & Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW COMMERCIAL REAR LOAD COLLECTION TRUCK FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Heil of Texas and Southwest International Trucks Inc., through the Texas Local Government Purchasing Cooperative (BuyBoard), a new commercial rear load solid waste collection truck, comprised of a Heil PT 1000 18-Cubic Yard Rear-Loader Body and a 2011 International 7400 SBA 4X2 Chassis, at a total price of One Hundred Twenty-Seven Thousand Seven Hundred Forty-Eight Dollars and Sixty-Two Cents (\$127,748.62), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

BILL MAGERS, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____

**BRANDON S. SHELBY,
CITY ATTORNEY**

Quote No. 1(a) – Heil of Texas

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

8/25/2010

Customer:	CITY OF	SHERMAN, TEXAS	
Product Description:	HEIL	PT1000-18 YD. MID COMPACTION REAR LOAD BODY	
A: Base Price in Bid/Proposal Number	280-07	Series 16 =>	\$ 42,938.62
B: Published Options (Itemize each item below)			
HOT-shift PTO w/ EOS	\$ 2,410	AWT-3rd EYE Rear Vision Camera	\$ 1,495
Mudflaps -behind rear wheels	\$ 245	Bayne GR1110 Cart Grabber	\$ 5,900
Mud guards -ahead of rear wheels	\$ 260	L.H. Access Door w/ step & Ladder	\$ 665
LED Body Light package	\$ 965	Factory Mount	\$ -
Chrome plated eject cyl. Sleeves	\$ 480		
Subtotal Column 1:	\$ 4,360	Subtotal Column 2:	\$ 8,060
Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")			\$ 12,420.00
C:	Subtotal of A + B =>		\$ 55,358.62
D: Unpublished Options (Itemize each item below, Not to exceed ± 25% of Unpublished = 0.00 %)			
	\$ -		\$ -
	\$ -		\$ -
Subtotal Column 1:	\$ -	Subtotal Column 2:	\$ -
Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2")			\$ -
E: Contract Price Adjustment (If any, explain here)	Good Customer Discount	\$ -	(\$4,000.00)
F: Total of C + D + E (Not including H-GAC Fee) =>			\$ 51,358.62
G: Quantity Ordered (Units x F) =>	# of Units 1		\$ 51,358.62
H: BUYBOARD FEE:			\$ 400.00
I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory Trips, etc.)			
	\$ -		
	\$ -		
Subtotal of Non-Equipment Charges			\$ -
J: TOTAL PURCHASE PRICE INCLUDING (G + H + I) =>			\$ 51,758.62

1440 S. Loop 12
Irving, TX 75060
www.heiloftexas.com

Tom Hafer
Heil of Texas
972-438-6488

08/25/2010

Quote No. 1(b) – Southwest International Trucks Inc.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE			
BUYBOARD			
End User Agency:	CITY OF SHERMAN, TX	DATE PREPARE	10/12/2010
REARLOAD TRASH		Southwest International Trucks Inc.	
Product Description:	2011 7400 SBA 4X2	27,000 LB GVWR	BASE QUOTE
Michael Springer	REQUESTED	35,000 LB GVWR	BID QUOTE
A: Bid Number:	OCT PRICING	Item:	Base Chassis Bid \$ 55,737.00
B: Options			
Buy Board FEE	\$ 400.00	PRICING ON OPTIONS WITH	\$ 19,853.00
2010 ENGINE EMISSIONS	\$ -	20% DISCOUNT PER SPEC	
radio AM/FM	\$ -	ALLISON 3000 RDS, COOLER,	\$ -
12,000lb front axle, suspension,tires	\$ -	6 SPEED, SYNTHETICS	\$ -
23,000LB REAR 31,000 LB SUS.	\$ -	ALT, 160 AMP, EXHAUST,	\$ -
DSOUBLE FRAME	\$ -	FUEL TANK, MISC	\$ -
36 MONTHS,150,000 TOW WARRANT		MAXXFORCE 9 315 H.P. & 950	\$ -
	\$ 400.00	Subtotal Column 2:	\$ 19,853.00
			\$ -
Total Options			\$ 20,253.00
TOTAL CHASSIS PRICING EA UNIT WITH OPTIONS			\$ 75,990.00
BODY QUOTE:			\$ -
D: Qty.		1	
E: TOTAL BID WITH CHASSIS AND BODY			\$ 75,990.00
COMMENTS:	SEE ATTACHED SPECS FOR COMPLETE TRUCK QUOTED		
2 YEAR UNLIMITED BASE WARRANTY ON TRUCK, ENGINE IS 36 MONTHS OR 150,000 MILES			
AND HAVE A 48 MONTH OR 100,000 MILE TOW WARRANTY PAYING UP TO 500.00 PER INCIDENT			
CREW CAB CONFIGURATION. 2010 Engine Emissions			
RICK BIERMAN			
SOUTHWEST INTERNATIONAL TRUCKS INC ARLINGTON LOCATION ONLY			
2401 E. PIONEER PKWY.			
ARLINGTON, TX. 76010			
FAX# 817-861-7084			
OFICE# 817-461-2931			
MOBILE# 817-905-2326			
E-MAIL ADDRESS rick.bierman@swit-tx.com			

10/26/2010 3:28 PM

Masters International Trucks

Rick Bierman
817-461-2931

Fax all Purchase Orders to BuyBoard at (800) 211-5454

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED JUL 15 2002

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
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- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
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7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

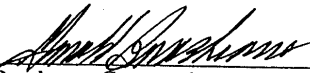
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6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

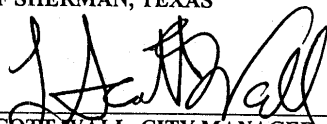
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5544**

**Authorizing the Purchase of a New International Transfer Tractor
for the Solid Waste Services Department through the
Texas Local Government Purchasing Cooperative (BuyBoard)**

Issue

To consider the purchase of a new transfer tractor for use within the Solid Waste Services Department

Background

Transferring of recyclable commodities to processing centers requires a dependable transfer truck. The fleet currently carries two older models that are used as backup for both residential hauling to the TASWA landfill and for recycling. The new transfer tractor will replace the two oldest units, reducing the fleet by one. The new unit will be primarily used for long-distance hauling to the recycling facilities.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Department of Public Works

Financial Consideration

Two quotes were received from BuyBoard vendors: (1) Rush Truck Centers of Texas, L.P. quoted \$101,290.63 for a Peterbilt Model 384 Transfer Tractor; and (2) Southwest International Trucks Inc. quoted \$101,887.00 for a 2011 International 7600 SBA 6X4 Transfer Tractor. The Peterbilt Model 384 Transfer Tractor will be purchased through the BuyBoard at a total cost of \$101,290.63, \$2,709.63 below budgeted cost. Funds for this purchase were appropriated in the fiscal year (FY) 2010-2011 Solid Waste Services budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the new transfer tractor from Rush Truck Centers of Texas, L.P. through the BuyBoard.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5544; BuyBoard Quotes (1) and (2); BuyBoard Interlocal Participation Agreement

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

Approved by:
George Olson, City Manager

RESOLUTION NO. 5544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW INTERNATIONAL TRANSFER TRACTOR FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Rush Truck Centers of Texas, L.P., through the Texas Local Government Purchasing Cooperative (BuyBoard), a Peterbilt Model 384 Transfer Tractor at a total purchase price of One Hundred One Thousand Two Hundred Ninety Dollars and Sixty-Three Cents (\$101,290.63), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

PASSED AND APPROVED on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Quote No. 1 – Rush Truck Centers of Texas, L.P.

BuyBoard

Rush Truck Center - Houston

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to {800}211-5454

BuyBoard Vendor:	<u>Rush Truck Centers of Texas, L. P. [for RTC-Dallas HD]</u>	Prepared By:	<u>Charlie Plouse</u>
[Address P.O. to:]	<u>10200 N. Loop East</u>	Vendor Phone:	<u>(713) 495-6300</u>
	<u>Houston, Texas 77029</u>	Vendor Fax:	<u>(713) 695-9620</u>
Vendor e-mail:	<u>plousec@rush-enterprises.com</u>	Vendor Toll Free:	<u>(800) 580-7383</u>
Government Agency:	<u>SHERMAN, CITY OF</u>	Date Prepared:	<u>October 22, 2010</u>
[Ship to:]	<u>2200 WEST MULBERRY</u>	Gov. Agency:	<u>SHERMAN, CITY OF</u>
	<u>SHERMAN, TEXAS 75090</u>	[Bill to:]	<u>P. O. BOX 1106</u>
Contacts Name:	<u>MICHAEL SPRINGER</u>		<u>SHERMAN, TEXAS 7509-1106</u>
Product Description:	<u>PETERBILT 384 TRACTOR</u>	Gov. Agn. Phone No:	<u>(903) 892-7261</u>
		G. A. Fax No:	<u>(903) 813-1635</u>
		Customer e-mail:	<u>michaels@ci.sherman.tx.us</u>

I: BuyBoard Contract #281-07	Price List:	<u>PETERBILT # 10</u>	Base Price	<u>\$ 98,073.00</u>
II: Base Bid Options:	(Itemize Below)			
* Please See Attached List	\$ 9,656.35	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
* _____	\$ -	*	\$ -	
Subtotal	\$ 9,656.35	*	Subtotal	\$ -
III: Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)			\$ 9,656.35	
IV: Total IV + VI			\$ 107,729.35	
V: Non-Base Options (Itemize below)	NON-BASE =	-0.06 %		
VI: Non-Published Options (Please see attached)	EACH		\$ (6,438.72)	
VII: Unit Cost with Discount			\$ 101,290.63	
VIII: Quantity Ordered Units:	<u>1</u> x "I"		\$ 101,290.63	
IX: Trade-in or other Credit(s)	\$ -	0	\$ -	

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX

\$ 101,290.63

Completed and Delivered to "City of Sherman" 85 DAYS A.R.O.
Buyboard is in the process of Extending this Contract Through November 2010
CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

Quote No. 2 – Southwest International Trucks Inc.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE			
BUYBOARD			
End User Agency: CITY OF SHERMAN, TX		DATE PREPARE 10/12/2010	
TRACTOR TRANSFER TRL		Southwest International Trucks Inc.	
Product Description: 2011 7600 SBA 6X4		27,000 LB GVWR	BASE QUOTE
Michael Springer REQUESTED		42,000 LB GVWR	BID QUOTE
A: Bid Number: OCT PRICING		Item: Base Chassis Bid	\$ 80,972.00
B: Options			
Buy Board FEE	\$ 400.00	PRICING ON OPTIONS WITH	\$ 17,665.00
2010 ENGINE EMISSIONS	\$ -	20% DISCOUNT PER SPEC	
radio AM/FM	\$ -	TRANS 16210C SYNTHETICS	\$ -
14,000lb front axle, suspension,tires	\$ -	ALT, EXHAUST, HEAVY SINGLE	\$ -
40,000LB REAR.HMX SUSPENSION	\$ -	FRAME,	\$ -
WET KIT 2 LINE	\$ -	MAXXFORCE 13 LITER 2010	\$ -
36 MONTHS,125,000 TOW WARRANTY		EMISSIONS 430 H.P. 1550 TORQUE	\$ -
	\$ 400.00	Subtotal Column 2:	\$ 17,665.00
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Total Options			\$ 18,065.00
TOTAL CHASSIS PRICING EA UNIT WITH OPTIONS			\$ 99,037.00
BODY QUOTE:			\$ -
D: Qty.	2 LINE WET KIT INSTALLED AT TSC WITH CORRECT COUPLIN	1	\$2,850.00
E: TOTAL BID WITH CHASSIS AND BODY			\$ 101,887.00
COMMENTS:	SEE ATTACHED SPECS FOR COMPLETE TRUCK QUOTED		
1 YEAR UNLIMITED BASE WARRANTY ON TRUCK, ENGINE IS 36 MONTHS OR 150,000 MILES			
AND HAVE A 48 MONTH OR 100,000 MILE TOW WARRANTY PAYING UP TO 500.00 PER INCIDENT			
CREW CAB CONFIGURATION. 2010 Engine Emissions			
RICK BIERMAN			
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2401 E. PIONEER PKWY.			
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E-MAIL ADDRESS rick.bierman@swit-tx.com			

10/26/2010 3:28 PM

Masters International Trucks

Rick Bierman
817-461-2931

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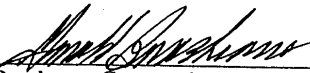
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5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

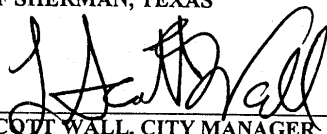
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

Sewer K – Turtle Creek West to Lamberth Road; \$15,146.22, Decrease

Issue

Change Order No. 1 is a final reconciliatory change order to adjust final project quantities for the Sewer K Project between Turtle Creek West and Lamberth Road.

Background

The second phase of the Sewer K Project has been completed. This project was funded through debt issued by the Greater Texoma Utility Authority on the City's behalf. The change order results in a decrease of \$15,146.22 to the contract amount.

Origination

Department of Utility Services
Greater Texoma Utility Authority

Financial Consideration

The change order results in a \$15,146.22 decrease in the contract amount, yielding a final contract price of \$228,202.67.

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1
Location Map

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

Approved by:
George Olson, City Manager

CHANGE ORDER

No. 1

PROJECT Sewer K -Turtle Creek West to Lamberth Road in the City of Sherman, TX

DATE OF ISSUANCE 10/26/10 EFFECTIVE DATE _____

OWNER Greater Texoma Utility Authority

OWNER's Contract No. _____

CONTRACTOR Vessels Construction ENGINEER Morris Engineers

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

Description: Reconcile contract price to final quantities of work

Reason for Change Order: Project close-out

Attachments: Spreadsheet; Vessels to Morris August 9, 2010

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 243,348.89	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u>0</u> to <u>0</u> . \$ -0-	Net change from previous Change Orders No. <u> </u> to <u> </u> . Days
Contract Price prior to this Change Order \$ 243,348.89	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ (15,146.22)	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 228,202.67	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:
Morris Engineers

By: [Signature]
Engineer (Auth. Signature)

Date: 10/26/10

APPROVED:
Greater Texoma Utility Authority

By: _____
Owner (Auth. Signature)

Date: _____

APPROVED:
City of Sherman

By: _____
City (Auth. Signature)

Date: _____

ACCEPTED:
Vessels Construction

By: [Signature]
Contractor (Auth. Signature)

Date: 10-26-10

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

GREATER TEXOMA UTILITY AUTHORITY
SEWER K FROM TURTLE CREEK WEST TO LAMBERTH ROAD, SHERMAN, TX

10/26/10

ITEM NO	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	ORIGINAL CONTRACT	CHANGE ORDER NO. 1			REV. QTY.	CONTRACT TOTAL
						ADD	DEDUCT	TOTAL		
1	F&I 21" DIA. GRAVITY SEWER PIPE									
	8' TO 10' DEEP	5	LF	48.10	\$ 240.50				5	\$ 240.50
	10' TO 12' DEEP	7	LF	49.59	\$ 347.13				7	\$ 347.13
	12' TO 14' DEEP	184	LF	50.53	\$ 9,297.52				184	\$ 9,297.52
	14' TO 16' DEEP	1519	LF	49.51	\$ 75,205.69				1519	\$ 75,205.69
	16' TO 18' DEEP	92	LF	57.03	\$ 5,246.76				92	\$ 5,246.76
	18' TO 20' DEEP	10	LF	61.50	\$ 615.00				10	\$ 615.00
2	F&I 15" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	8	LF	28.05	\$ 224.40				8	\$ 224.40
3	F&I 10" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	38	LF	23.57	\$ 895.66				38	\$ 895.66
4	F&I 8" DIA. GRAVITY SEWER PIPE									
	8' TO 10' DEEP	31	LF	24.38	\$ 755.78				31	\$ 755.78
5	F&I 5" DIA. MANHOLE									
	12' TO 14' DEEP	1	EA	3,411.89	\$ 3,411.89				1	\$ 3,411.89
	14' TO 16' DEEP	6	EA	3,589.49	\$ 21,536.94				6	\$ 21,536.94
6	ADD FOR BOLTED & GASKETED COVER & RING	7	EA	100.01	\$ 700.07				7	\$ 700.07
7	ADD FOR MANHOLE DROPS									
	8"	20	FT	447.77	\$ 8,955.40				20	\$ 8,955.40
	10"	8	FT	850.16	\$ 6,801.28				8	\$ 6,801.28
8	ADD FOR PROTECTIVE COATING FOR 60" DIA. MH (Specify on BID)	58	VF	171.20	\$ 9,929.60				58	\$ 9,929.60
9	F&I CREEK XING @ STA. 48+70, 130' ENCASEMNT. PIPE, ETC.	1	JOB		\$ 13,601.44				1	\$ 13,601.44
10	F&I CREEK XING @ STA. 53+35, 40' ENCASEMNT. PIPE, ETC.	1	JOB		\$ 4,781.68				1	\$ 4,781.68
11	F&I STREET XING @ STA. 58+50, 100' ENCASEMNT. PIPE, ETC.	1	JOB		\$ 24,304.67				1	\$ 24,304.67
12	F&I SEWER SERVICE WYE OR TEE									
	6" MAIN	1	EA	143.74	\$ 143.74				1	\$ 143.74
	8" MAIN	1	EA	151.40	\$ 151.40				1	\$ 151.40
12A	F&I SWR. SVC. CONNECTION ON 21" MAIN, W/ INSERT-TEE FITTINGS	3	EA	299.66	\$ 898.98				3	\$ 898.98
13	F&I SDR 35 PVC SERVICE LINE									
	4" SERVICE LINE	150	LF	15.61	\$ 2,341.50		-90	\$ (1,404.90)	60	\$ 936.60
	6" SERVICE LINE	50	LF	16.36	\$ 818.00		-50	\$ (818.00)	0	\$ -
14	DEMO. ABANDONED MANHOLES	9	EA	244.00	\$ 2,196.00				9	\$ 2,196.00
15	DEMO. EXIST. CREEK XINGS @ STA. 49+00, 53+50	1	JOB		\$ 439.20				1	\$ 439.20
16	EQPT. & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT									
	4" WATERLINE	2	EA	522.49	\$ 1,044.98		-2	\$ (1,044.98)	0	\$ -
	6" WATERLINE	2	EA	923.54	\$ 1,847.08		-2	\$ (1,847.08)	0	\$ -
	8" WATERLINE	2	EA	1,183.18	\$ 2,366.36		-2	\$ (2,366.36)	0	\$ -
	10" WATERLINE	2	EA	2,417.21	\$ 4,834.42		-2	\$ (4,834.42)	0	\$ -
	12" WATERLINE	2	EA	2,311.41	\$ 4,622.82		-2	\$ (4,622.82)	0	\$ -
	14" WATERLINE	2	EA	3,368.83	\$ 6,737.66		-2	\$ (6,737.66)	0	\$ -
17	F&I @ STA. 59+80 TRANSITION FROM EXIST. SWR. TO NEW SWR.	1	JOB		\$ 1,559.72				1	\$ 1,559.72
18	TRENCH EXCAVATION PROTECTION	2047	LF	1.02	\$ 2,087.94				2047	\$ 2,087.94
19	ADD FOR STONE BACKFILL @ STA. 46+55	1	JOB		\$ 8,207.45				1	\$ 8,207.45
20	SWPPP	1	JOB		\$ 16,200.23				1	\$ 16,200.23
21	15" MANHOLE DROP		JOB	8,530.00		1		\$ 8,530.00	1	\$ 8,530.00
	TOTAL				\$ 243,348.89			\$ (15,146.22)		\$ 228,202.67

VESSELS CONSTRUCTION

August 9, 2010

RE: Sewer K
Sherman, Texas

Attn: Tim Morris

This letter serves as a request for a Change Order. Our scope includes:

- Add to base manhole price 15" Drop Approx. 8.53'

Total Request for Change Order (See Attachment)	\$8,530.00
---	------------

Sincerely,

Lance Wood
Project Manager

A Division of Ves-Cor, Inc.
(903) 870-0428 • Fax (903) 892-2653 • P.O. Box 28 • Sherman, Texas 75091-0028
email: lance@vesselsconstruction.com

Item No

Description

14' to 16' deep

6 EA x \$ 3,589.49 = \$ 21,536.94

6. Add to base manhole price for bolted and gasketed cover and ring instead of standard cover and ring, complete in place according to these plans and specifications.

7 EA x \$ 100.01 = \$ 700.07

7. Add to base manhole price for manhole drops. Payment basis in per foot of drop from flowline of incoming sewer to flowline of manhole for size of incoming sewer.

8"

20 FT x \$ 447.77 = \$ 8,955.40

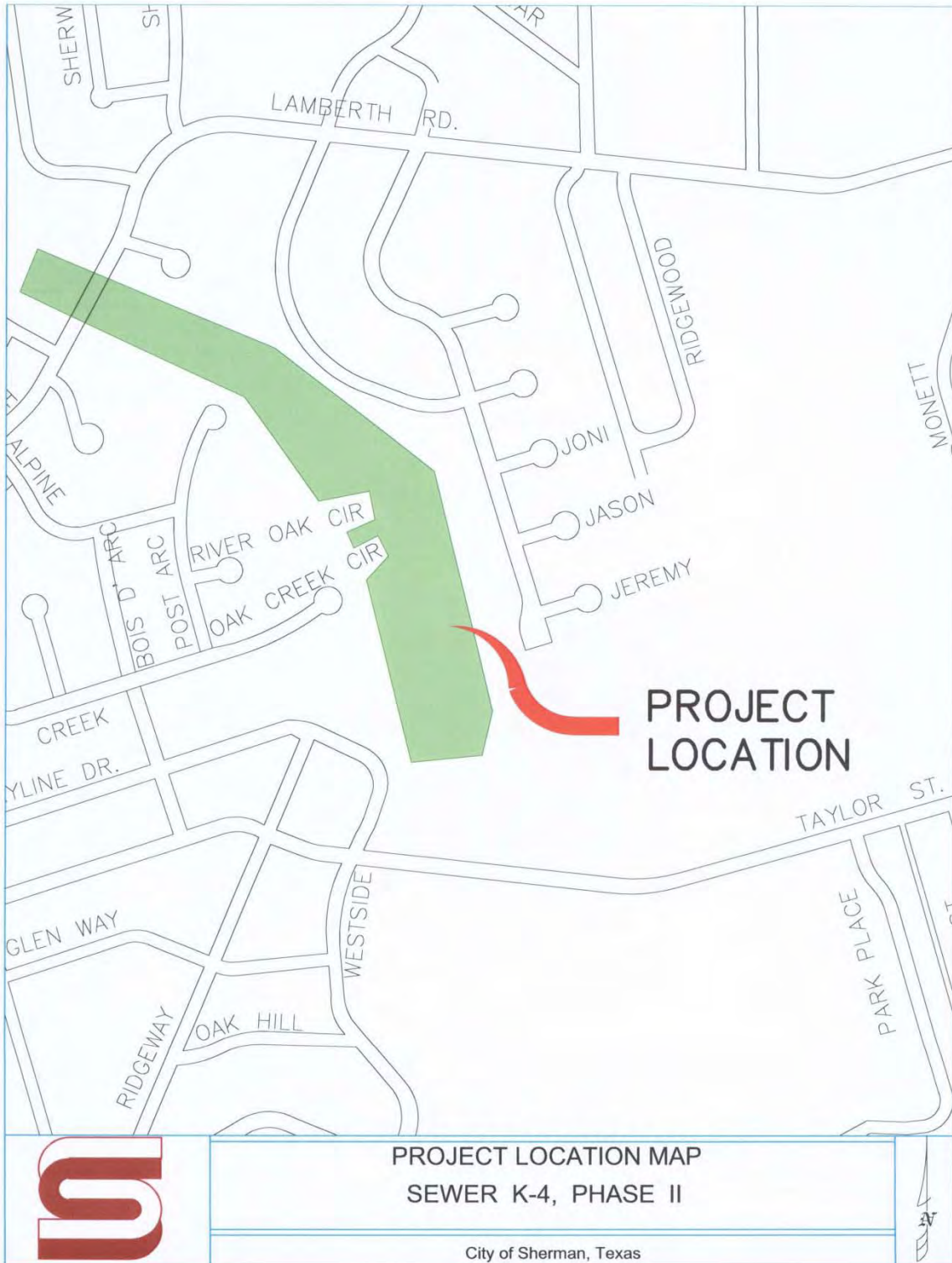
10"

8 FT x \$ 850.16 = \$ 6,801.28

15"

8.53 FT x \$ 1,000.00 = \$ 8,530.00

CONSTANT, C
J. BOX 26
TX 76011





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.2

*** PAYMENT APPROVAL**

Texas Commission on Environmental Quality (TCEQ) Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2010-2011: \$69,645.00

Issue

To approve payment of the annual Consolidated Water Quality Assessment Fee to the Texas Commission on Environmental Quality (TCEQ) for fiscal year (FY) 2010-2011 in the amount of \$69,645.00

Background

This fee is imposed to fund the Clean Rivers Program and to pay TCEQ expenses for administering water quality programs, including our wastewater permit. It is calculated based upon permitted flow and pollutant loadings. Following rate increases passed by the 2009 Texas Legislature, TCEQ now charges up to \$1,090.00 per million gallons per day (MGD) of flow and up to \$23.00 per pound of traditional pollutant (oxygen demand, suspended solids, and ammonia) as allowed in our permit. They also charge major facilities (which our plant is considered to be) up to an additional \$3,120.00. Since the full rate increase was not applied this year, our assessed fee is \$69,645.00. TCEQ must receive payment of this fee by November 30, 2010 or late penalties will be applied.

Origination

TCEQ

Financial Consideration

Funds for this expenditure are budgeted and available in the FY 2010-2011 budget.

Staff Recommendation

It is recommended the City Council approve payment of this \$69,645.00 fee to TCEQ.

Alternatives

As may be directed by the City Council

Attachments

TCEQ Invoice

TCEQ Fee Estimate Report

Wastewater Fee History

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

Approved by
George Olson, City Manager



TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

COMPANY: SHERMAN, CITY OF
ACCOUNT: 23001889

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS -

PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23001889	OCT13, 10	0.00	0.00	69,645.00
INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31, 10	CWQ0029713	PERMIT 010329-001 FY11 CWQ ASSESSMENT FE	69,645.00	69,645.00

Please return coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

69,645.00

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT 
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ V/PP Form AR41A 02-16-08

OCT13, 10

DETACH THIS PORTION AND RETURN WITH
CHECK OR MONEY ORDER PAYABLE TO:



TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

SHERMAN, CITY OF
ATTN: WASTEWATER SUPERINTENDEN

PO BOX 1106
SHERMAN TX 75091-1106

ACCOUNT NO.	BALANCE DUE
23001889	69,645.00

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

**INVOICES NOT PAID WITHIN
30 DAYS OF INVOICE DATE WILL
ACCRUE PENALTIES**

0023001889 1533360 00069645001130102

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the Texas Commission on Environmental Quality. Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: www.tceq.state.tx.us/epay/

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
Financial Administration Division, MC-214
P.O. Box 13088
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. Your name and account number
2. The dollar amount of the suspected error
3. The date and reference number of the transaction(s) in question
4. Description of the suspected error

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

*** For technical questions, please call the telephone number on the front of bill. For accounting questions, please call: ***

Petroleum Storage Tank Fees	(UST & AST)	512/239-0366
Waste Fees	(HWG, NWG, HWF, NWF, RLA)	512/239-0365
	(SWD, WMS, WSS)	512/239-0366
	(WMB, BLP, SDP)	512/239-0344
	(TOX, VCP, ILP)	512/239-0355
Water Fees	(GPS, GPW, CWQ, WQA, WWI, WWIR, WUF)	512/239-0344
	(CRW, RGR, STX)	512/239-0343
	(PFS, WTR)	512/239-0343
	(PHS)	512/239-0366
Air Fees	(AEF, EIF)	512/239-0343
Admin Penalties	(CAV, DCP, WDV, WQV, QWV)	512/239-0355 or 512/239-5136
Dry Cleaning Fees	(DCR)	512/239-0365

TCEQ VIIP FORM AR41A1 06-22-06

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year (FY) and the quarter of the year (QTR) to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2010 of 4.25% per annum will be assessed. Delinquent administrative penalties are assessed interest charges at a rate of 6% per annum beginning 30 days after the due date.

In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

IMPORTANT: TO CHANGE A BILLING ADDRESS FOR A GPS OR GPW FEE (SEE INVOICE DESCRIPTION ON FRONT SIDE), CALL 512/239-4671 FOR GPW & CALL 512/245-0130 OR EMAIL SWPERMIT@TCEQ.STATE.TX.US FOR GPS

PLEASE INDICATE BILLING ADDRESS CHANGE BELOW

Address: _____

City: _____

State & Zip Code: _____

Phone: () _____

FAX: () _____

(Note: NAME CHANGE MUST BE SUPPLIED IN WRITING.)

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WASTEWATER TREATMENT FACILITY
CONSOLIDATED WATER QUALITY FEE ESTIMATE REPORT FOR FY 2011

Customer Name: SHERMAN, CITY OF

PO BOX 1106
SHERMAN TX 75091-1106

Permit Number : WQ0010329-001

Facility Name : POST OAK WWTP

Permit Type : Public Domestic

Customer Name : SHERMAN, CITY OF

Account Number: 0023001889

Permit Categories	Value	Fee Assessment
-----	-----	-----
Flow:		\$ 13,600.00
Contaminated	16.000000 mgd	
Uncontaminated	0.000000 mgd	
Pollutants:		\$ 54,045.00
Oxygen Demand	1334.000 lb/day	
Total Suspended Solids	2002.000 lb/day	
Ammonia	267.000 lb/day	
Stormwater	NO	\$ 0.00
Major	YES	\$ 2,000.00
Toxicity	0	\$ 0.00
Retention	NO	
Total Fee Assessed		\$ 69,645.00

***** This is NOT a bill. Do NOT pay !!! *****

Outfall	Flow	(type)	OD	TSS	Ammonia
-----	-----	-----	---	---	-----
1 OTFL 001 TPDES	16.000000	(C)	1334.000	2002.000	267.000

NOT A BILL. FOR INFORMATION ONLY.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.3

OTHER BUSINESS

**Receive Presentation from Parks and Recreation Administrator Kevin Winkler
on Park and Leisure Services**

Issue

Presentation about the City of Sherman's Park and Leisure Services Departments

Background

In order to provide the City Council with information and updates about City departments and activities, brief presentations will be given periodically to enhance this knowledge base. This particular presentation focuses on the Park and Leisure Services.

Origination

City Manager

Financial Consideration

There is no cost associated with this presentation.

Council Action Requested

The Council need take no action on this presentation – for information purposes only.

Alternatives

None

Attachments

None

Prepared by:
Kevin Winkler, Parks and Recreation Administrator

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.4

OTHER BUSINESS

Setting the Public Hearing on the Proposed Agreement with GlobiTech Incorporated for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas

Issue

To consider setting a public hearing on a proposed tax abatement agreement for the City Council's regular meeting on Monday, December 6, 2010

Background

The City has been approached by GlobiTech Incorporated for a tax abatement for capital improvements and job creation related to the expansion of their existing silicon wafer "EPI" plant located at F.M. 1417 and Howe Drive and lying within Industrial Reinvestment Zone, Number 112010-1, City of Sherman, Texas. The expansion is driven by the increasing global demand for their product. GlobiTech expects to invest about \$34 million in new equipment and improvements and add at least 30 employees to its existing workforce.

The Tax Reinvestment Committee met on Thursday, October 21, 2010, to consider the request and voted to recommend the tax abatement to the City Council and the other taxing entities. The reinvestment zone necessary for consideration of this tax abatement is being created at this meeting. The City is required by state law to hold a public hearing prior to the adoption of a tax abatement agreement.

Origination

Assistant City Manager/CFO

Financial Consideration

There is no direct cost associated with the public hearing.

Staff Recommendation

The staff recommends that the City Council set a public hearing on the proposed tax abatement agreement for the regular December 6th Council meeting.

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Consider Request of the Sherman Chamber of Commerce and the Sherman Tourism Department to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 3, 2010

Issue

The Sherman Tourism Department and the Sherman Chamber of Commerce have submitted a request to close certain streets in the Downtown area for the annual Sherman Christmas Parade on Friday, December 3, 2010.

Background

Tourism Director April Patterson and Chamber President Traci Carlson have requested that participants be allowed to line up for the Parade behind the Library at Walnut and Mulberry. In addition, they have requested that Walnut Street and Montgomery Street be barricaded at various intersections beginning at 5:30 p.m., where the floats will be lined up and judged by 6:30 p.m., with the parade beginning as close to 7:00 p.m. as possible. A copy of this requested barricading, as well as their proposed parade route, is attached.

The Snowflake Festival will begin at 3:00 p.m. on the day of the Christmas Parade. To accommodate the event, its vendors and a reviewing stand, they would like the parking spaces blocked on the north and east sides of the Grayson County Courthouse (Houston Street and Travis Street). Upon completion of the Parade, Santa Claus will proceed to the Courthouse and the reviewing stand.

The event will require traffic control assistance and barricades from the City of Sherman. **The City's antique fire truck will be provided for the Council to ride in the Christmas Parade. Please arrive at least 20 minutes early at the Parade vehicle line-up site to participate. Also, spouses, children and grandchildren are welcome to ride with the Council.**

Origination

April Patterson, Sherman Tourism Director; Traci Carlson, Sherman Chamber of Commerce President

Financial Consideration

Labor and equipment to provide traffic control assistance and implement barricade placement and removal.

Staff Recommendation

It is recommended that the City Council approve this request and authorize the necessary traffic support, control and assistance to accommodate the event.

Alternatives

Select another date, time or location for the proposed activities.

Attachments

Ms. Patterson's Memo dated November 9, 2010; Parade Entry Form and Related Information; Map of Proposed Route; and Barricade Location Map

Prepared and Approved by:
George Olson, City Manager

Memorandum



Sherman Department of Tourism
www.shermantx.org

To: George Olson, Sherman City Manager
From: April Patterson, Director of Sherman Department of Tourism
Date: 11/9/2010
Re: Christmas Parade 2010

The annual Sherman Christmas Parade is in the planning stages, and this year the event is again a joint effort between the Sherman Dept. of Tourism and the Sherman Chamber of Commerce.

The details are as follows:

- Parade is Friday, Dec. 3, at 7 p.m.
- Floats and other entries are to be in line-up position by 6:30 p.m.
- The Snowflake Festival will be held in conjunction with the Parade on the Grayson County Courthouse Lawn, Friday from 3 p.m. until the end of the Parade, and Saturday from 9 a.m.-4 p.m.

The logistics of the Parade and Festival are the same as last year, therefore the requests for City services are the same as were provided last year. The Dept. of Tourism and the Sherman Chamber request the following items from the City of Sherman:

1. Block off the parking spaces on the north and east sides of the Courthouse (Houston Street and Travis Street) to allow for the set-up for the reviewing stand, vendor set-up, and the set-up of other staging areas for the Christmas Parade. Set-up will begin at 9 a.m. on Friday, Dec. 3.
2. Put up barricades to close the following streets for entry line-up:
 - North side, Houston & Walnut
 - North, Houston & Montgomery
 - West, Mulberry & Montgomery
 - West, Wall & Walnut
 - West, Walnut & Pecan
 - North, Walnut & Washington
 - West, Pecan & Montgomery
3. Put up barricades to close the following streets for the Parade route:

November 9, 2010

- Houston & Travis
- Lamar & Travis
- Lamar & Crockett
- Crockett & Wall
- Crockett & Pecan
- Crockett & Mulberry
- Travis & Washington

Parade participants have requested that barricades be left in place at least 30 minutes after the Parade is over in order to allow participants to safely get off of their floats and walk to their cars.

In years past, problems have been reported at the intersection of Crockett and Lamar streets, along with Travis & Washington streets. We suggest adding a "Street Closed Ahead" sign at the following locations: on Lamar Street at Elm and/or Rusk (to indicate closure of Lamar); at Travis and Brockett streets (to indicate closure of Travis); and at Washington and Crockett streets (to indicate closure of Crockett). Indicating a "Detour" route at each of those locations might help reroute traffic, but of course that suggestion is made understanding the limited resources of the city might not allow for such a request.

We also request three additional barricades and 12 traffic cones should the need for them arise.

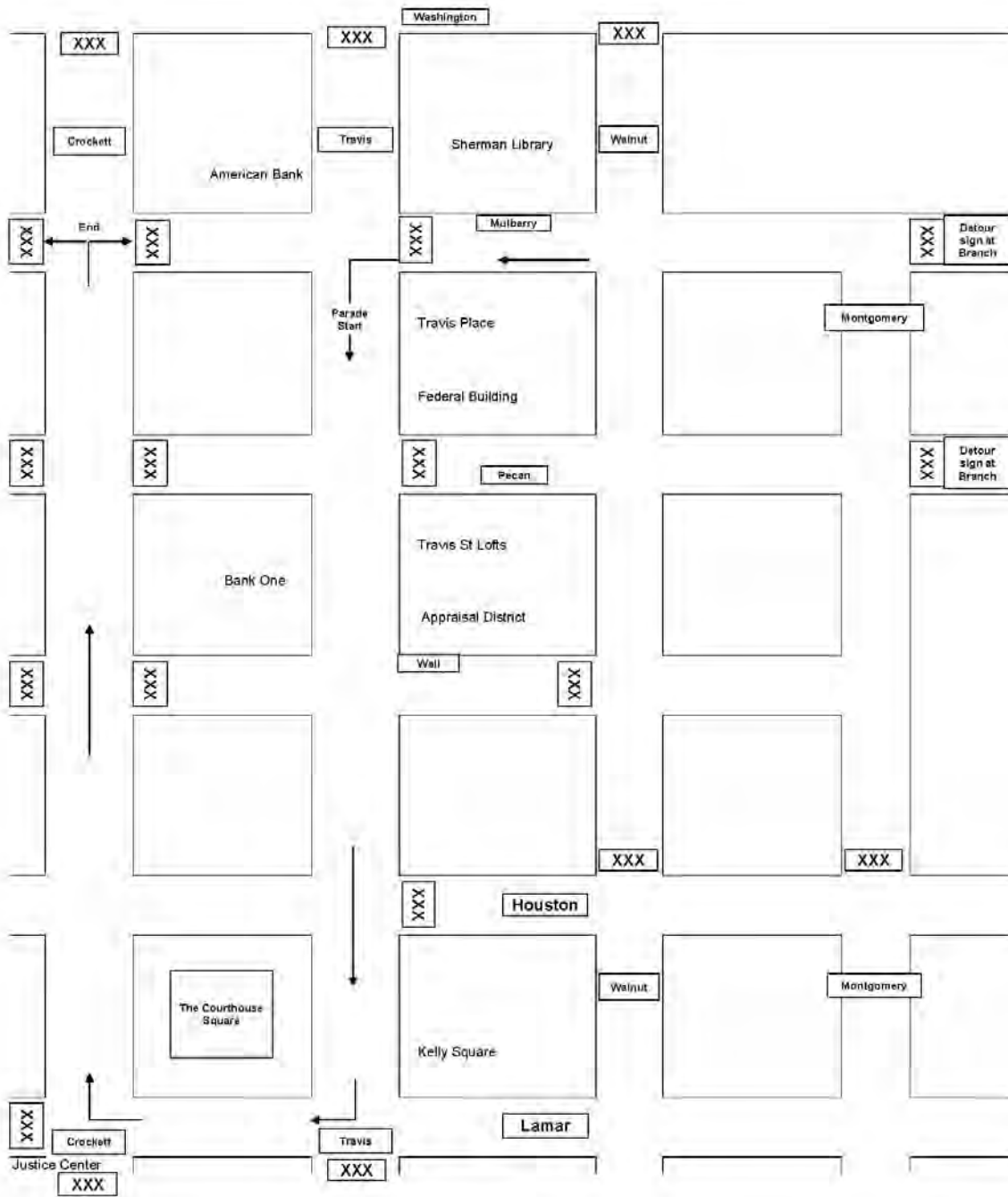
Please drop those off at the parking lot on the northeast corner of Walnut and Mulberry streets.

John Murphy, a veteran volunteer of the Parade, will be in charge of logistics again this year. He can answer questions regarding those logistics, and I can provide his contact information to city staff if necessary.

Attached is an entry form with Parade guidelines, along with a map showing the Parade route, Parade line-up, necessary street closures, and barricade locations.

It is a pleasure for our organizations to work with various City departments on the Parade; they have been most helpful in preparation for the event, and we appreciate the hard work that goes into planning, setting up, and working the event.

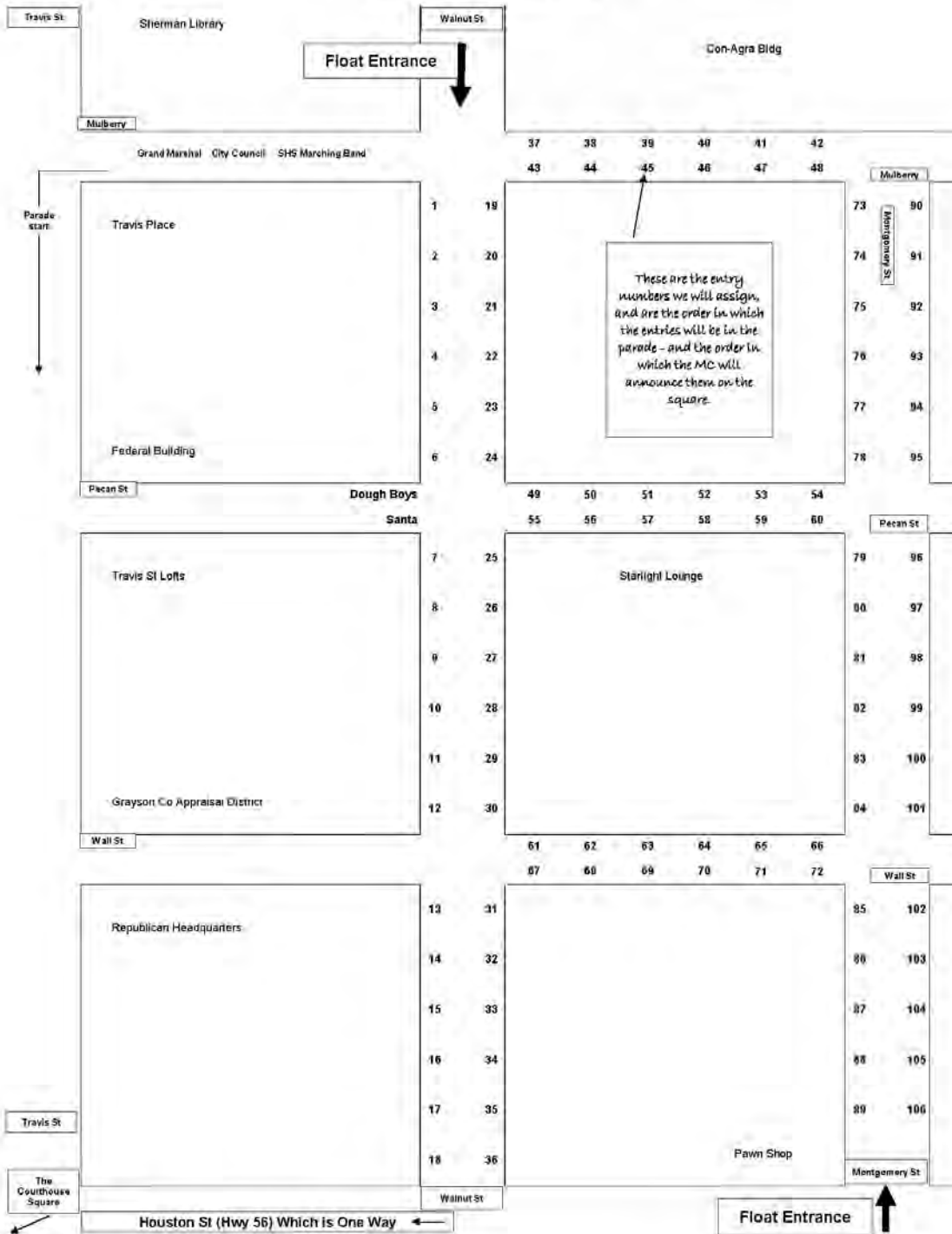
2010 Christmas Parade Barricade Placement



11/9/2010 3:09 PM

ParadeMap10 barricade placement

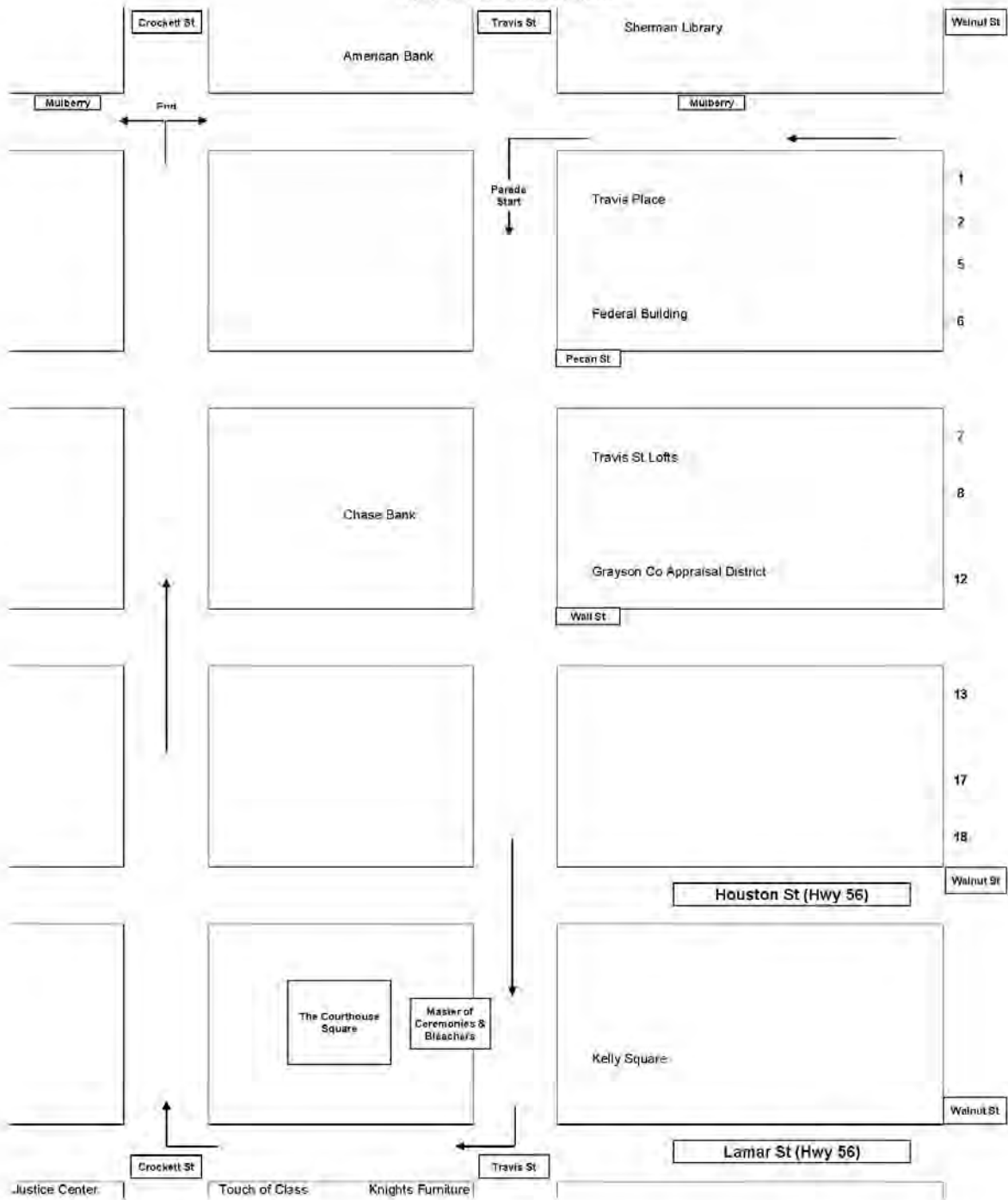
2010 Christmas Parade Lineup Layout



11/9/2010 3:09 PM

ParadeMap10 map

2010 Christmas Parade Route



11/9/2010 3:09 PM

ParadeMap10 The Route

2010 Sherman Christmas Parade

Presented by:



Friday, Dec. 3, 2010

7 p.m.

Downtown Sherman

RULES & GUIDELINES

REGISTRATION

Entry fees: Business - \$30 (Chamber members - \$20) Non-business/non-profit - \$15

Registration deadline is Friday, Nov. 19.

**Any registrations received after Nov. 19 require \$60 late-entry fee.*

All registrations should be submitted to the SHERMAN CHAMBER OF COMMERCE at 307 W. Washington, Suite 100 (in the Bank of Texas Building) Sherman, TX 75090. Mail to: P.O. Box 2312, Sherman, TX 75091.

Line-up placement and detailed parade information will be e-mailed by Nov. 30.

PARADE

Friday, Dec. 3, 2010

Line-up begins at 5:30 p.m.

All entries must be in position NO LATER than 6:30 p.m.

Parade begins at 7 p.m.

Judging will take place en route; winners will be announced at the end of the parade.

RULES

All entries must be decorated in accordance with the theme "Cartoon Christmas" to be eligible for prizes.

Exact number of vehicles are required on the registration form so the line-up may be planned.

All vehicle entries should be lighted.

No firearms permitted.

All entries are prohibited from throwing items into the crowd, such as candy, beads, prizes, etc.

Absolutely no Santas allowed on entries; any entry with a Santa will be asked to leave the parade area.

All entries are allowed to participate at the discretion of the Sherman Department of Tourism and the Sherman Chamber of Commerce; these groups reserve the right to refuse participation at any time before or during the parade.

JUDGING CRITERIA

Float & vehicle entries judged on:

- Theme - Lighting - Creativity - Originality

Performance groups judged on:

- Adherence to 30-second time limit
- Originality - Creativity - Precision

Performance groups will have the option of 30 seconds to perform in front of the reviewing stand. A performance group could be a dance troupe, a lawn chair or briefcase brigade, cheerleaders, or any group that has a synchronized or choreographed performance. Strict adherence to the 30-second time limit will be enforced to prevent a parade bottleneck. Performance groups may ride through the parade route, but loading and unloading time counts in the allotted 30 seconds.

WWW.SHERMANTX.ORG

903.957.0310

2010 Sherman Christmas Parade

Presented by:



Friday, Dec. 3, 2010

7 p.m.

Downtown Sherman

PARADE ENTRY FORM

Name of group: _____

Contact person: _____

Daytime phone: _____ E-mail: _____
(*Required - your entry # and parade information will be sent to this e-mail)

Address: _____

City: _____ State: _____ Zip: _____

Category (circle all that apply):

Business Float
Equestrian

Non-business/non-profit Float
Decorated Car/Truck

Performance Group
Decorated Motorcycle

Number of people: _____

Estimated
length of float: _____

Music (circle one): yes no

Return registration form and fee no later than Friday, Nov. 19:

Mail to: Sherman Chamber of Commerce

P.O. Box 1029

Sherman, TX 75091

Walk-in: 307 W. Washington, Suite 100 (in Bank of Texas Building)

ENTRY FEES: Business - \$30 (Chamber members - \$20) Non-business/non-profit - \$15

*Registrations received after Nov. 19 require \$60 late fee. No registrations after Nov. 30.

FOR STAFF USE ONLY:

AMOUNT _____ CASH _____ CHECK # _____



Friday-Saturday, Dec. 3-4
Downtown Sherman

VENDOR APPLICATION

Vendor Name: _____

Daytime phone: _____ E-mail: * _____
 (*Required - booth assignment and festival information will be e-mailed)

Address: _____

City: _____ State: _____ Zip: _____

Please briefly describe ALL products and/or services that will be offered. ALL items to be sold must be approved by the Sherman Department of Tourism (photographs of merchandise and/or set-up may be required at the Department's discretion). Vendor spaces are limited. The Tourism Department reserves the right to refuse participation for any vendor.

FEEES:

_____ \$25 - Retail Vendor (12' x 12')

 \$45 - Food Vendor

Space size to be determined based on need

\$15 - Non-profit (retail or food)

TOTAL ENCLOSED \$

Return registration form & fee on or before Tuesday, Nov. 23 to:
SHERMAN DEPARTMENT OF TOURISM
MUNICIPAL BUILDING, 2ND FLOOR
or P.O. BOX 2312
Sherman, TX 75090

PLEASE SPECIFY DATES YOU WILL ATTEND:

_____ Friday, Dec. 3, 3 p.m. until ???

Parade begins at 7 p.m.; vendors may stay as long as they wish

_____ Saturday, Dec. 4, 9 a.m.-4 p.m.

FOR STAFF USE ONLY: AMOUNT _____ CASH _____ CHECK # _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

Subject: Agenda Item No. D.8

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

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 551.074

Personnel Matters

- (a) Deliberate the Evaluation of a Public Officer or Employee:**
 - (i) Annual Performance Evaluation of the City Manager**
 - (ii) Annual Performance Evaluation of the City Attorney**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 11-15-2010

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: 11-15-2010

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: 11-15-2010

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2010

CITY COUNCIL MEETINGS

JANUARY

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

JULY

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

FEBRUARY

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

AUGUST

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

MARCH

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

SEPTEMBER

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

APRIL

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

OCTOBER

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

MAY

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

NOVEMBER

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

JUNE

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

DECEMBER

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

01/04/10 - January 4th Council meeting cancelled - holiday schedules
01/18/10 - M.L.K., Jr. Birthday / Regular Council Meeting
02/15/10 - Washington's Birthday / Regular Council Meeting
04/30/10 - 12 Noon Budget Planning Meeting in Council Chambers
05/08/10 - City Council Election
05/11/10 - Called Meeting to Canvass Election Results
06/17-18/10 - Budget Workshop/Long Range Planning Workshop in Council Chambers
06/17/10 - Budget Workshop/Long Range Planning Workshop in Council Chambers
07/05/10 - Independence Day - Called Council Meeting on 07/06/10

08/09/10 - 5PM Called (Town Hall) Meeting - Public Hearing on Proposed Charter Amendments for November 2nd Election
08/31/10 - 12 Noon Called Meeting for Executive Session
09/06/10 - Labor Day / Called Council Meeting on 09/07/10
09/23/10 - 12 Noon Joint Meeting with SEDCO Board
09/23/10 - 3:30 PM Called Meeting - Focus Group Session for Sherman Govt. Agencies on Sherman Fair Housing Impediment Analysis
11/02/10 - Called Charter Amendment Election
11/04/10 - 12 Noon Called Meeting (SEDCO Board Meeting and Press Conference)
11/15/10 - Canvass of Election Results during Regular Meeting
11/19/10 - 9AM Long-Term Planning Meeting