

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 21, 2013
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DAVID PLYLER**
- A. 3. INVOCATION BY COUNCIL MEMBER DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 7, 2013**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5801**
Amending Ordinance No. 5784 to Appoint Election Officials, Provide a Schedule for Early Voting, and Designate a Date for the Canvass of an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2013, for the Purpose of Electing Two (2) District City Council Members for Said City
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5802**
Repealing Ordinance No. 5780 in its Entirety; Creating a Joint Airport Zoning Board and Investing such Joint Airport Zoning Board with the Powers such Boards are Authorized to Exercise Under the Provisions of the Airport Zoning Act, Texas Local Government Code, §241.001, et. seq.
- B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5803**
Providing for Permanent "Stop" Signs at the Intersection of McLain Drive and Woods Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

- B. 4. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5801, 5802 and 5803

B. 5. CONSENT AGENDA

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

Resolutions

C. 1. RESOLUTION NO. 5814

Authorizing Execution of an Agreement for Fire Protection Services between Grayson County and the City of Sherman for the Period of October 1, 2013 through September 30, 2014

C. 2. RESOLUTION NO. 5815

Authorizing Execution of an Agreement for Ambulance Services with Grayson County for the Period of October 1, 2013 through September 30, 2014

C. 3. * RESOLUTION NO. 5816

Authorizing Execution of an Agreement with Connie Hollis for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1201 North Ross Avenue

C. 4. * RESOLUTION NO. 5817

Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1205 East Jones Street

C. 5. * RESOLUTION NO. 5818

Authorizing the Purchase of a 2014 Autocar Front Load Truck Chassis for the Solid Waste Services Department from Chastang's Bayou City Autocar through the Texas Local Government Purchasing Cooperative (BuyBoard)

C. 6. * RESOLUTION NO. 5819

Authorizing the Purchase of a New Heil Full Eject Front Load Truck Body for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

Requests to Advertise

D. 1. * REQUEST TO ADVERTISE

Installation of Previously Acquired Water Meters

E. CITIZEN REQUESTS

F. MEDIA QUESTIONS

Consider Board/Commission Appointments

G. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (2)

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

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

- | | |
|-----------------|--|
| Section 551.071 | Consultation with City Attorney concerning Pending or Contemplated Litigation: |
| (a) | Receive the City Attorney's Briefing on Pending or Contemplated Litigation |

The Council reconvenes into General Session

J. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

K. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 17, 2013 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of October, 2013
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Carolyn S. Wacker

Deputy Mayor

Pamela L. Howeth

Council Members

Ryan Johnson, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Joe N. Smith, Council – District #1

Robert G. Softly, Council – District #2

Pamela L. Howeth, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 10/21/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 7, 2013

Attachments

October 7, 2013 Minutes

Pogue Engineering Map

STATE OF TEXAS

§

October 7, 2013

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 October 7, 2013.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR PAM HOWETH. COUNCIL MEMBERS JOHNSON, PLYLER, SMITH, SOFEY, SOFTLY.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Wacker called the meeting to order at 5:00 p.m. The Pledge of Allegiance was led by members of Boy Scout Troop 66. The Invocation was given by Council Member Jason Sofey.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting (held jointly with the SEDCO Board) of September 9, 2013 and the Regular City Council Meeting of September 16, 2013. Deputy Mayor Howeth moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.

MOTION CARRIED.

APPROVE MINUTES

PROCLAMATIONS

"NATIONAL ARTS AND HUMANITIES MONTH" – OCTOBER 2013

Mayor Wacker presented a proclamation designating "National Arts and Humanities Month" to Petra Franklin, Painting With a Twist. Ms. Franklin thanked the City Council adding that she appreciated the support of the downtown community.

**NATIONAL ARTS
& HUMANITIES
MONTH
(OCT. 2013)**

"LIONS WHITE CANE DAY" – OCTOBER 19, 2013

Council Member Smith presented a proclamation designating "Lions White Cane Day" to Dr. Jerry Gundersheimer, Lions Club Chairman of the White Cane Day project. Dr. Gundersheimer thanked the City Council for their support, and for helping the Lions Club relocate their collection efforts to the Sherman Town Center a couple of year ago.

**LIONS WHITE
CANES DAY
(OCT. 19, 2013)**

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5800 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY'S 2013 ANNUAL

**ORD 5800
ATMOS ANNUAL
RATE REVIEW
MECHANISM
FILING**

RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL; PROVIDING A MOST FAVORED NATIONS CLAUSE.

Mayor Wacker explained that earlier this year, ATMOS Energy asked for a rate hike. The City of Sherman is a member of a consortium that negotiated a rate which equates to approximately \$0.74 per month for most residential customers.

No citizens appeared before the City Council to discuss Ordinance 5800.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5800

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL; PROVIDING A MOST FAVORED NATIONS CLAUSE.

ORD 5800
ATMOS ANNUAL
RATE REVIEW
MECHANISM
FILING

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5800, as presented. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

TABLED AT THE SEPTEMBER 16, 2013 CITY COUNCIL MEETING:

ADOPTION OF ORDINANCE NO. 5799

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 CHURCH IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1908 SOUTH DEWEY AVENUE, BEING 5.885 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (PROMISE LAND CHURCH OF SHERMAN, OWNERS AND POGUE ENGINEERING & DEVELOPMENT COMPANY, INC., ENGINEERS/SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5799
SUP FOR CHURCH
(1908 S. DEWEY)

ACTION TAKEN.

Motion by Council Member Sofey to remove Ordinance 5799 from table for discussion. Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Council Member Johnson said he had some questions that needed to be addressed by the City Attorney.

ACTION TAKEN.

Motion by Council Member Johnson to convene in Executive Session pursuant to Section 551.071(2) of the Texas Open Meetings Act. Second by Council Member Sofey.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED TO CONVENE IN EXECUTIVE SESSION.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:11 p.m.

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

Arlyn Samuelson, Pogue Engineering and Development Company, Inc., 1512 Bray Central Dr, McKinney, Texas

Mr. Samuelson said the Council tabled the item on September 16, 2013 to address some concerns. The staff provided Council Members with a copy of the Airport Hazard Zoning Ordinance, including the map.

He said the concerns were a little unclear, but he did have an idea and would like to address those concerns. He said the church has owned the property for some time, with the idea of building the church on the property. He asked if there was still opposition after he addressed their concerns, if the Council would advise him prior to a vote, maybe the item

could be tabled again to address issues that might still make the project viable to everyone.

Mr. Samuelson said the Airport Hazard Zoning Ordinance was basically enacted to restrict the height of structures and the use of property to limit potential airport hazards. It does that by defining a surface around the Airport, above which anything that would encroach above that surface would be a potential airport hazard.

He presented a map of the Airport Hazard Zoning area with an overlay of the location of the proposed church. He added that the proposed church does not protrude into the protected area. The Airport Hazard Zoning Ordinance is not specific as to what uses would be restricted, but basically indicates that land uses would be restricted toward airplane safety, including electronic interference with instrument approaches.

Mr. Samuelson said during his research, he found FAA design requirements, which define a Runway Protection Zone. In that zone, they say municipalities should restrict uses of public gathering places, which are specific for different types of airports. For Sherman's Airport, this Runway Protection Zone coincides with the approach zone, and not the sides of the runway.

He added that the density of a single-family subdivision, based on the existing R-1 zoning, would be greater than the proposed church. The single-family subdivision would also follow a 25 foot building setback at the rear, where the church is planning to locate 80 feet off the property line.

Council Member Johnson expressed his concern from a safety operational standpoint. He asked if the church was aware of the airplane noise and potential hazards of being located next to an Airport. Mr. Samuelson said that had been taken into consideration. He asked that the Council also consider not only the number of people involved, but the percentage of time the church would be occupied, which is five to ten hours per week.

Mayor Wacker said they were also considering a potential conflict with lighting close to the runway. Mr. Samuelson said that could be addressed with "down-facing" lighting.

Council Member Johnson verified that the requestors had read the Airport Zoning Hazard Ordinance and could comply with the provisions of the ordinance. He reiterated that his concern was from a safety/hazard standpoint. He wanted to assure the health, safety, and welfare of both those attending the church and the citizens.

Mayor Wacker said Mr. Samuelson also mentioned moving the church closer to the road at the last Council Meeting. Mr. Samuelson said that is an option if needed, but they are

COUNCIL MINUTES – OCTOBER 7, 2013

already 80 feet from the back property line verses 25 feet as required by the zoning. Mr. Samuelson confirmed that the capacity of the sanctuary was about 110.

Council Member Sofey said with a Specific Use Permit, the Council has the latitude to include some stipulations on approval. He said the church was a small structure for the entire 5.88 acres, but he was more concerned about granting the SUP for the entire acreage and the future density issues.

Council Member Plyler wanted them to understand that Sunday morning was the busiest time at the Airport and that this is an ongoing operation. There are smells and sounds that go with an Airport. He wanted to be sure they understood that there is a danger in being that close to the Airport.

Council Member Smith said he hoped that the Airport would not be an issue for them in the near future and he had no problems with the project.

Mr. Samuelson said that if there is still opposition, he asked to know “up front” before the vote is taken so things can be worked out first.

Council Member Johnson said the City wants to be a good partner and hopes that the church succeeds, but he still has concerns about the safety and density issues and being so close to the Airport.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5799, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Plyler, Smith, Softly.

VOTING NAY: Johnson, Sofey,

MOTION CARRIED.

Mayor Wacker asked that they work with the staff and comply with the requirements set forth in the letter issued by the Planning and Zoning Commission.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5809 – AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO

**RES 5809
HOTEL/MOTEL TAX
FOR SHERMAN
MUSEUM**

EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.

Mayor Wacker said there was a lengthy discussion during the Budget Work Session about the allocation of the Hotel-Motel Occupancy Tax. The Council agreed to continue funding the Sherman Museum at \$70,000. This is the annual contract for that funding.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 5809, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5810 – AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP), STATE HOMELAND SECURITY GRANT PROGRAM (SHSP), FEDERAL GRANT AWARD NUMBER EMW-2013-SS-00045 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP), STATE HOMELAND SECURITY GRANT PROGRAM (SHSP), FEDERAL GRANT AWARD NUMBER EMW-2013-SS-00045 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE.
CONSENT AGENDA.

RES 5810
HOMELAND SECURITY
GRANT

RESOLUTION NO. 5811 – AUTHORIZING THE PURCHASE OF A 2013/2014 DODGE RAM 4500 6.7L DIESEL CHASSIS TO REMOUNT AND REFURBISH A 2006 FRAZER AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013/2014 DODGE RAM 4500 6.7L DIESEL CHASSIS AND REMOUNTING A 2006 FRAZER AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 5811
PURCHASE OF
AMBULANCE

RESOLUTION NO. 5812 – AUTHORIZING THE PURCHASE OF A 2014 SKEETER/F550 FORD BRUSH TRUCK FOR THE SHERMAN FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON-

RES 5812
PURCHASE OF
BRUSH TRUCK

GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A
2014 SKEETER/F550 FORD BRUSH TRUCK FOR THE
SHERMAN FIRE DEPARTMENT FROM SIDDONS-MARTIN
EMERGENCY GROUP THROUGH THE HOUSTON-
GALVESTON AREA COUNCIL (H-GAC).
CONSENT AGENDA.

RESOLUTION NO. 5813 – AUTHORIZING THE PURCHASE
OF A 2014 INTERNATIONAL 4300 CHASSIS FOR LIGHTNING
LOADER (BRUSH TRUCK) FOR THE SOLID WASTE
SERVICES DEPARTMENT FROM SOUTHWEST
INTERNATIONAL TRUCKS-ARLINGTON THROUGH THE
TEXAS LOCAL GOVERNMENT PURCHASING
COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A
2014 INTERNATIONAL 4300 CHASSIS FOR LIGHTNING
LOADER (BRUSH TRUCK) FOR THE SOLID WASTE
SERVICES DEPARTMENT FROM SOUTHWEST
INTERNATIONAL TRUCKS-ARLINGTON THROUGH THE
TEXAS LOCAL GOVERNMENT PURCHASING
COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5813
LOADER FOR
SOLID WASTE
BRUSH TRUCK

OTHER BUSINESS

REPLAT OF LOT 4C, BLOCK 1 OF THE REPLAT OF LOT 4,
BLOCK 1, CRESCENT OAKS PLAZA, CONTAINING 2.856
ACRES; ET JOINT VENTURE, OWNERS; AND UNDERWOOD
DRAFTING AND SURVEYING, SURVEYORS (1600 BLOCK OF
U.S. HIGHWAY 75 NORTH)

The City Council approved the Replat of Lot 4C, Block 1 of
the Replat of Lot 4, Block 1, Crescent Oaks Plaza, containing
2.856 acres, located in the 1600 block of U.S. Highway 75
North. The owners would like to replat the lot into two lots
for commercial development.

The Planning and Zoning Commission recommended
approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

APPROVE REPLAT
CRESCENT OAKS
PLAZA
(1600 BLOCK OF
U.S. HWY 75 NORTH)

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS:

LIBRARY BOARD (2)

ACTION TAKEN.

Motion by Council Member Smith to reappoint Nan
Jones to the Library Board for a term from March 20,
2013 to March 20, 2016. Second by Council Member
Johnson.

LIBRARY BOARD

COUNCIL MINUTES – OCTOBER 7, 2013

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

KEEP SHERMAN BEAUTIFUL COMMISSION (3)

ACTION TAKEN.

Motion by Council Member Plyler to appoint Angela Krieger to the Keep Sherman Beautiful Commission for a term beginning and ending when the entire board is appointed. Second by Deputy Mayor Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

**KEEP SHERMAN
BEAUTIFUL
COMMISSION**

**RED RIVER GROUNDWATER CONSERVATION DISTRICT
BOARD OF DIRECTORS (1)**

George Olson, City Manager, explained that three years ago the Red River Groundwater Conservation District was created and is comprised of representatives from both Grayson and Fannin Counties. This board oversees the conservation and use of ground water in the State of Texas.

At the time, Mr. Olson was appointed to the Board as it was created and the by-laws and management plan were created. That has now been completed. He recommended that he now resign from the Board and that the City Council appoint Mark Gibson, Director of Utilities, as they move into managing desired future conditions.

Mayor Wacker agreed this was a good transition point and she expressed appreciation to Mr. Olson for his help in organizing this key board so that, in the future the City's water rights are protected and that Sherman is working in conjunction with the State of Texas. As the Board's task now switches to a more technical role, she agreed it was a good move to appoint Mr. Gibson.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to appoint Mark Gibson to the Red River Groundwater Conservation District Board of Directors to fill an unexpired term from October 8, 2013 to August 31, 2015. Second by Council Member Sofey.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

**RED RIVER
GROUNDWATER
CONSERVATION
DISTRICT**

COUNCIL COMMENTS

BREAST CANCER AWARENESS MONTH

Council Member Smith reminded everyone that October is Breast Cancer Awareness Month and he urged everyone to wear pink in support of the cause.

**BREAST CANCER
AWARENESS MONTH**

DOWNTOWN SHERMAN HALLOWEEN EVENT

Council Member Sofey said Downtown Sherman Preservation and Revitalization will be sponsoring a

**DOWNTOWN
SHERMAN
HALLOWEEN**

COUNCIL MINUTES – OCTOBER 7, 2013

Halloween event on October 26, 2013, which includes a wine walk and bands.

EVENT

FRIGHT FEST

Mayor Wacker reminded citizens about the City's Halloween Fright Fest and encouraged participants to sign up to have a booth to distribute candy at the event. Those interested should contact Sergeant D.M. Hampton at the Sherman Police Department. The event is held annually on the Municipal Building Grounds and is a family event for trick-or-treaters and their families.

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 551.074

PERSONNEL MATTERS
CONSIDER THE
QUALIFICATIONS, APPOINTMENT
AND REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (3)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:54 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:10 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS (3)

ACTION TAKEN.

Motion by Council Member Smith to appoint Brooks Hull, David Key, and Willie Steele to the Sherman Economic Development Corporation Board of Directors for a term from October 8, 2013 to October 1, 2015. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

SEDCO BOARD
OF DIRECTORS

COUNCIL MINUTES – OCTOBER 7, 2013

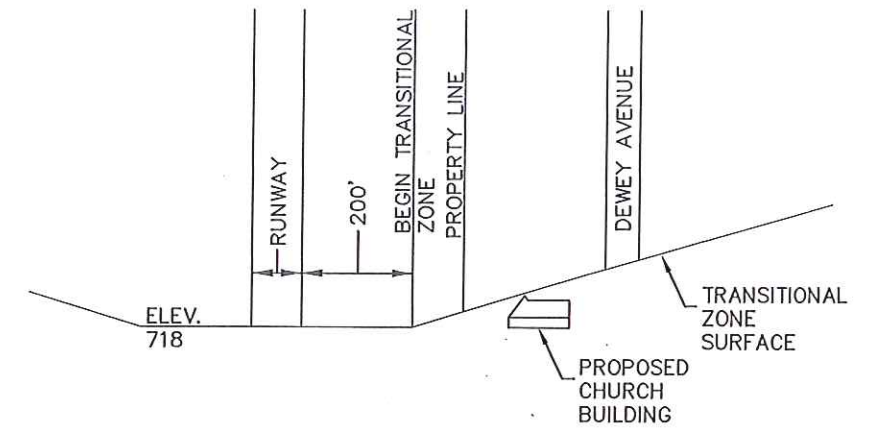
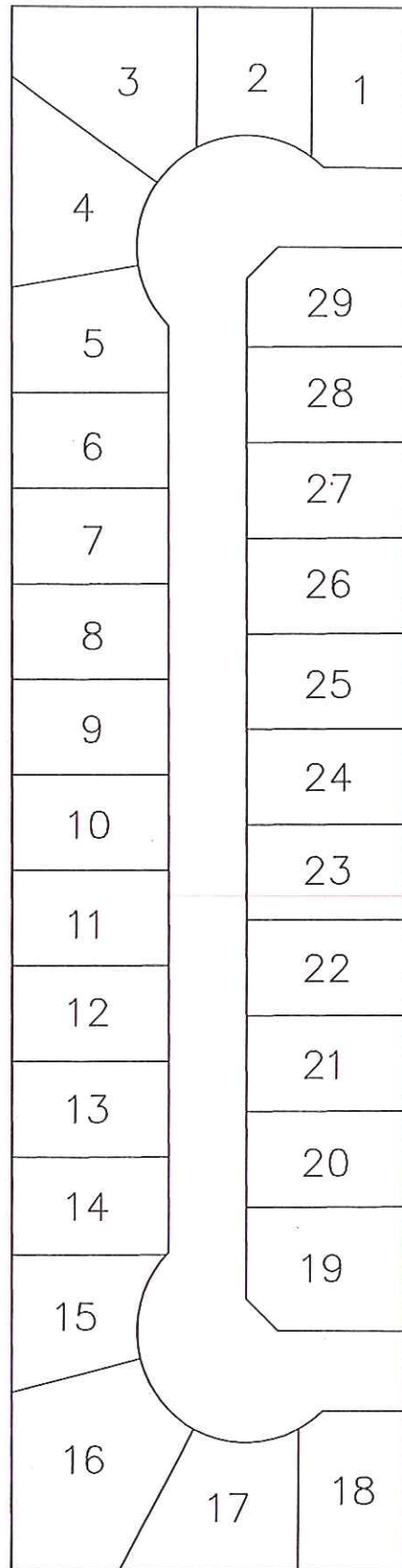
ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:11 p.m.

ADJOURNMENT

MAYOR

CITY CLERK





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 10/21/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5801

Amending Ordinance No. 5784 to Appoint Election Officials, Provide a Schedule for Early Voting, and Designate a Date for the Canvass of an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2013, for the Purpose of Electing Two (2) District City Council Members for Said City

Issue:

To amend Ordinance No. 5784, which called the Regular Municipal Election for November 5, 2013

Background:

At the time the City called the Election, the Grayson County Commissioners had not named the Election Judges and Alternate Judges for the Vote Centers and had not set the specific times for Early Voting. The City also needs to include these items in their ordinance. The Commissioners also appointed an Elections Administrator so several of the names for County Election officials were changed. We also need to change the date that the Canvass will be held because of deadlines with the new Voter ID requirement from the State of Texas.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

The City's total cost for the 2012 Election was \$16,586.58.

Staff Recommendation:

It is recommended that the City Council amend the ordinance to make the following changes:

- to name Presiding and Alternate Judges for the twenty-two (22) Vote Centers;
- to designate the times for Early Voting to be from 8am to 5pm during October 21-25; from 7am to 7pm on October 26; from 12pm to 5pm on October 27; from 8am to 5pm during October 28-30; and from 7am to 7pm during October 31 through November 1;
- to name Deana Patterson as Presiding Judge for Early Voting and Arlene Joice as the Alternate;
- to name Pete Koschelew as Presiding Judge for the Early Voting Ballot Board; and
- to call for the canvass of the Election results to be held at the November 18th regular City Council meeting.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 5801

ORDINANCE NO. 5801

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5784 TO APPOINT ELECTION OFFICIALS, PROVIDE A SCHEDULE FOR EARLY VOTING, AND DESIGNATE A DATE FOR THE CANVASS OF AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5TH DAY OF NOVEMBER, 2013, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; 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, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Tuesday after the first Monday in November, 2013, the same being the 5th day of said month, at which election all qualified voters may vote for the purpose of electing two (2) District City Council Members for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Ordinance No. 5784, passed and approved on the 5th day of August, 2013.

SECTION 3. That the County Clerk shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the positions of District Council Member. The designation of each position on the official ballot shall be Council Member, District 1; and Council Member, District 3, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least seventy-one (71) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he/she has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of District Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
East Sherman Baptist Church 910 E. King Sherman, Texas	TBD <i>Martha Neyman</i> Presiding Judge TBD <i>Shari Duncan</i> Alternate Judge
United Way of Grayson County 713 E. Brockett Sherman, Texas	TBD <i>Dickie Gerig</i> Presiding Judge TBD <i>Mikie Richey</i> Alternate Judge
Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD <i>Eva Smith</i> Presiding Judge TBD <i>Phyllis Woods</i> Alternate Judge

Grayson College – Van Alstyne Campus 1455 W. Van Alstyne Pkwy Van Alstyne, Texas	TBD <i>Bob Towers</i> Presiding Judge TBD <i>Donna Hill</i> Alternate Judge
Howe Community Center 700 W. Haning Howe, Texas	TBD <i>Judy Kight</i> Presiding Judge TBD <i>Sue Lassiter</i> Alternate Judge
First National Bank – Tom Bean 109 S. Britton Tom Bean, Texas	TBD <i>Donna Moore</i> Presiding Judge TBD <i>Brenda Luper</i> Alternate Judge
Southside Baptist Church 3500 S. Park Denison, Texas	TBD <i>Sue Caylor</i> Presiding Judge TBD <i>Phyllis Heflin</i> Alternate Judge
Grayson County Sub-Courthouse 101 W. Woodard Denison, Texas	TBD <i>Nancy Knapp</i> Presiding Judge TBD <i>Gwen Braxton</i> Alternate Judge
Whitewright City Hall 206 W. Grand Whitewright, Texas	TBD <i>Donna McKnight</i> Presiding Judge TBD <i>Jeannie Santogrossi</i> Alternate Judge
Bells City Hall 203 S. Broadway Bells, Texas	TBD <i>Carolyn Dexheimer</i> Presiding Judge TBD <i>Louise Sanford</i> Alternate Judge

Texoma Council of Governments 1117 Gallagher Drive Sherman, Texas	TBD Randy Jones Presiding Judge TBD Laura Diaz Alternate Judge
Sadler Community Building 105 N. Main Sadler, Texas	TBD Diane Rothschild Presiding Judge TBD Judy Webster Alternate Judge
Whitesboro City Hall 111 W. Main Whitesboro, Texas	TBD Jo Stow Presiding Judge TBD Debby Eastland Alternate Judge
Collinsville Community Building 117 N. Main Collinsville, Texas	TBD Gary Davidson Presiding Judge TBD Zona Harmon Alternate Judge
Tioga City Hall 600 Main Tioga, Texas	TBD Lisa Pittman Presiding Judge TBD Kristi Staples Alternate Judge
Gunter Community Center 104 N. 4 th Street Gunter, Texas	TBD Barbara Woodroof Presiding Judge TBD Alternate Judge
Pottsboro ISD Administration Building 105 Cardinal Lane Pottsboro, Texas	TBD Patsy Sholl Presiding Judge TBD Dee Wastoskie Alternate Judge

Don's BBQ 21852 Hwy 377 North Whitesboro, Texas	TBD <i>Helen Hawkins</i> Presiding Judge TBD Alternate Judge
Grayson College – Denison Campus 6101 Grayson Dr. Denison, Texas	TBD <i>Marie Ward</i> Presiding Judge TBD <i>Tana Ross</i> Alternate Judge
Parkside Baptist Church 301 N. Lillis Lane Denison, Texas	TBD <i>Liz Stieben</i> Presiding Judge TBD <i>Kay Henderson</i> Alternate Judge
Faith Church 1800 W. Taylor Sherman, Texas	TBD <i>Renee Wade</i> Presiding Judge TBD <i>Ramona Popplewell</i> Alternate Judge
Municipal Building 405 N. Rusk Sherman, Texas	TBD <i>Ann Keeling</i> Presiding Judge TBD <i>Nana Rylander</i> Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Courthouse, Commissioner's Courtroom, 100 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; and at the Pottsboro School Administration Building, 105 Cardinal Lane, Pottsboro, Texas; from October 21 through November 1, 2013, ~~at times to be determined by the Grayson County Commissioners.~~ as follows: October 21-25, 2013 from 8 a.m. until 5 p.m.; on October 26, 2013 from 7 a.m. until 7 p.m.; on October 27, 2013 from 12 p.m. until 5 p.m.; on October 28-30, 2013 from 8 a.m. until 5 p.m.; and on October 31 through November 1, 2013 from 7 a.m. until 7 p.m.

SECTION 13. That the Presiding Judge for Early Voting shall be ~~Wilma Blackshear Bush~~ *Deana Patterson*, the Alternate Judge shall be ~~Deana Patterson~~ *Arlene Joice*, and additional Voting Clerks shall be as appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, consisting of Presiding Judge ~~Wilma Blackshear Bush~~ *Pete Koschelew* and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code, for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Wilma Blackshear Bush, County Clerk, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the ~~Called~~ *Regular* Council Meeting of November ~~13~~, 18, 2013.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, 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

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 10/21/2013

Prepared By: Brandon Shelby, City Attorney

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5802

Repealing Ordinance No. 5780 in its Entirety; Creating a Joint Airport Zoning Board and Investing such Joint Airport Zoning Board with the Powers such Boards are Authorized to Exercise Under the Provisions of the Airport Zoning Act, Texas Local Government Code, §241.001, et. seq.

Issue:

Creating the North Texas Regional Airport Joint Airport Zoning Board and reappointing the City's two members appointed to said Board

Background:

Ordinance No. 5780, which created the Joint Airport Zoning Board for the North Texas Regional Airport and appointed Sherman's two members, was introduced and a public hearing was held at the July 15, 2013 City Council meeting. During discussion of the ordinance, in the "Adoption of Ordinances" portion of the meeting, the City Council tabled the ordinance to give themselves more time to study the issue before them. At the August 5th meeting, the Council adopted the ordinance, created the Joint Airport Zoning Board, and appointed Councilmembers Jason Sofey and Ryan Johnson to serve as Sherman's two members.

The proposed ordinance would serve to repeal Ordinance No. 5780 in its entirety and create the North Texas Regional Airport Joint Airport Zoning Board with a total of nine members, two each from Sherman, Denison, Pottsboro and Grayson County. The ninth member would be elected by a majority of the other members and would serve as Chairman of the North Texas Regional Airport Joint Airport Zoning Board.

The North Texas Regional Airport is operated by the Grayson County Regional Mobility Authority and contributes to the economy of Grayson County, the City of Sherman, the City of Denison, and the City of Pottsboro. The Airport Zoning Act (Chapter 241 of the Texas Local Government Code) prohibits the creation of an airport hazard and provides means for the elimination, removal, alteration, mitigation or marking and lighting of an airport hazard. Section 241.014 provides for the creation of a Joint Airport Zoning Board. Said Board should be created jointly with other affected political subdivisions by resolution or ordinance. The Board must consist of two members appointed by each political subdivision plus an additional member, a chairman elected by a majority of the appointed members, for a nine-member board.

Staff research indicated that the other participating political subdivisions can form the JAZB and impose zoning regulations upon Sherman's ETJ and territorial limits with or without Sherman's participation in the JAZB.

Origination:

Councilmembers Jason Sofey and Ryan Johnson

Financial Consideration:

There is no financial impact associated with this agenda item.

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance, repealing Ordinance No. 5780, creating the North Texas Regional Airport Joint Airport Zoning Board, and reappointing Councilmembers Jason Sofey and Ryan Johnson to serve in this capacity.

Alternatives:

The Council could choose to not adopt the ordinance.

Attachments

Ordinance No. 5802

Ordinance No. 5780

Airport Zoning Commission Chairman Phil Roether's Letter of April 25, 2013

Texas Local Government Code, Chapter 241 - Airport Zoning Act

ORDINANCE NO. 5802

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5780 IN ITS ENTIRETY; CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE §241.001, ET. SEQ.; DECLARING AN EMERGENCY; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the County of Grayson operates an airport known as the North Texas Regional Airport under the auspices of the Grayson County Regional Mobility Authority; and

WHEREAS, the North Texas Regional Airport serves the interest of Grayson County, the City of Sherman, the City of Denison, and the City of Pottsboro by contributing to the economic well being of the area; and

WHEREAS, it is in the interest of the three cities and the county to provide protection to the airport from future adjacent development that could be detrimental to the operations of the airport or could be negatively impacted or pose a public safety concern due to the airport operations and flight patterns; and

WHEREAS, Section 241 of the Texas Local Government Code makes provisions for the protection of airports by regulating height and land use regulations around and adjacent to such airports that could pose a public risk or nuisance and interfere with the proper operations of the airport;

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

SECTION 1. That Ordinance No. 5780, adopted by the City Council of the City of Sherman, Texas, on August 5, 2013, which created a Joint Airport Zoning Board with the powers such boards are authorized to exercise under the provisions of the Texas Local Government Code §241.014, and appointed Sherman's two members to said Board, be and is hereby repealed in its entirety so as to be of no further force and effect.

SECTION 2. That, subject to like provisions being made by the Commissioners Court of Grayson County, Texas, by proper order, duly promulgated and entered on their minutes, and as authorized by the provisions of the Airport Zoning Act, Texas Local Government Code §241.001, et. seq., there is hereby created a joint airport zoning board, to be known as the North Texas Regional Airport Joint Airport Zoning Board, which board shall have the powers and exercise the duties set forth in Texas Local Government Code §241.014.

SECTION 3. That the North Texas Regional Airport Joint Airport Zoning Board shall be composed of nine (9) members: two (2) members to be appointed by the Sherman City Council; two (2) members to be appointed by the Denison City Council; two (2) members to be appointed by the Pottsboro City Council; and two (2) members to be appointed by the Commissioners Court of Grayson County, Texas; the ninth (9th) member shall be elected by a majority of the members so appointed and said ninth (9th) member shall serve as Chairman of the North Texas Regional Airport Joint Airport Zoning Board.

SECTION 4. That, exercising its rights as an appointing authority, the Sherman City Council so chooses to hereby appoint members to a new joint airport zoning board. Therefore, Councilmember Jason Sofey and Councilmember Ryan Johnson are hereby appointed as this City's members on said North Texas Regional Airport Joint Airport Zoning Board and may continue to serve solely at the discretion of this City Council.

SECTION 5. That, whereas the immediate operation of the provisions of this ordinance is necessary for the preservation of the public health, safety and general welfare, an emergency is hereby declared to exist; and this ordinance shall be in full force and effect from and after its passage by this City Council and its reading and posting as required by law.

SECTION 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. 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 8. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ORDINANCE NO. 5780

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE, §241.001, ET. SEQ.; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; 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 County of Grayson operates an airport known as the North Texas Regional Airport under the auspices of the Grayson County Regional Mobility Authority; and

WHEREAS, the North Texas Regional Airport serves the interest of Grayson County, the City of Sherman, the City of Denison, and the City of Pottsboro by contributing to the economic well being of the area; and

WHEREAS, it is in the interest of the three cities and the county to provide protection to the airport from future adjacent development that could be detrimental to the operations of the airport or could be negatively impacted or pose a public safety concern due to the airport operations and flight patterns; and

WHEREAS, Section 241 of the Texas Local Government Code makes provisions for the protection of airports by regulating height and land use regulations around and adjacent to such airports that could pose a public risk or nuisance and interfere with the proper operations of the airport;

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

SECTION 1. That, subject to like provisions being made by the Commissioners Court of Grayson County, Texas, by proper order, duly promulgated and entered on their minutes, and as authorized by the provisions of the Airport Zoning Act, Texas Local Government Code §241.001, et. seq., there is hereby created a joint airport zoning board, to be known as the Joint Airport Zoning Board, which board shall have the powers and exercise the duties set forth in Texas Local Government Code §241.014.

SECTION 2. That the Joint Airport Zoning Board shall be comprised of nine (9) members: two (2) members appointed by the Sherman City Council, two (2) members appointed by the Denison City Council, two (2) members appointed by the Pottsboro City Council, and three (3) members appointed by the Commissioners Court of Grayson County, Texas; and the Chairman of the Joint Airport Zoning Board shall be elected by a majority of the members so appointed.

SECTION 3. That, exercising its rights as an appointing authority, the Sherman City Council appoints Jason Sofey and Ryan Johnson to the Joint Airport Zoning Board, who may continue to serve solely at the discretion of this City Council.

SECTION 4. 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 5. That this ordinance shall become effective from and after its passage.

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 15th day of July, 2013.

ADOPTED on this the 5th day of August, 2013.

EFFECTIVE DATE on this the 5th day of August, 2013.

CITY OF SHERMAN, TEXAS

BY: Carolyn S. Wacker
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**



April 25, 2013

Mr. George Olsen
City Manager
Sherman City Hall
220 W Mulberry St
Sherman, TX 75090

RE: Joint Airport Zoning Board Membership

Dear Mr. Olsen:

Based on the recommendation in the Airport Business Plan approved in October 2006, the Grayson County Commissioners' Court re-appointed three members to the Airport Zoning Commission on October 20, 2008. The Commission had been inactive since August 22, 1983.

Since that time, the Airport Zoning Commission has been working with consultants, who specialize in airport land use development plans, in developing a Land Use Compatibility Zoning Ordinance for property near the North Texas Regional Airport. On December 18, 2012, the Grayson County Commissioners' Court approved the North Texas Regional Airport Land Use Compatibility Zoning Ordinance and requested that the Airport Zoning Commission adopt the Land Use Compatibility Zoning Ordinance.

In accordance with the Airport Zoning Act, Texas Local Government Code, Section 241.014 (c), a Joint Airport Zoning Board is being created with two members each from Sherman, Pottsboro and Denison and the members of the Grayson County Zoning Commission for a total of nine members. This Board is the Administrative Agency that will oversee the Land Use Compatibility Zoning Ordinance.

We are requesting the Sherman City Council appoint two members to the Joint Airport Zoning Board at their earliest convenience. We are requesting the same from the City Councils of Pottsboro and Denison.

It is our hope to have the first Joint Airport Zoning Board meeting in late May or early June. This meeting will bring all participating members up to date on the proposed North Texas Regional Airport Land Use Compatibility Zoning Ordinance. The end goal is to establish Land Use Compatibility Zoning Ordinance.

Please contact me at 903-786-7878 or Mike Shahan at 903-786-2904, if you have any questions or need additional information.

Sincerely,

Phil Roether
Chairman, Airport Zoning Commission

Cc Airport Zoning Commission
 Honorable Drue Bynum, Grayson County Judge

LOCAL GOVERNMENT CODE

SUBTITLE C. REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF
LOCAL GOVERNMENT

CHAPTER 241. MUNICIPAL AND COUNTY ZONING AUTHORITY AROUND AIRPORTS

SUBCHAPTER A. GENERAL PROVISIONS

§ 241.001. SHORT TITLE. This chapter may be cited as the
Airport Zoning Act.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.002. LEGISLATIVE FINDINGS. The legislature finds
that:

(1) an airport hazard endangers the lives and property
of users of the airport and of occupants of land in the vicinity of
the airport;

(2) an airport hazard that is an obstruction reduces
the size of the area available for the landing, taking off, and
maneuvering of aircraft, tending to destroy or impair the utility
of the airport and the public investment in the airport;

(3) the creation of an airport hazard is a public
nuisance and an injury to the community served by the airport
affected by the hazard;

(4) it is necessary in the interest of the public
health, public safety, and general welfare to prevent the creation
of an airport hazard;

(5) the creation of an airport hazard should be
prevented, to the extent legally possible, by the exercise of the
police power without compensation; and

(6) the prevention of the creation of an airport
hazard and the elimination, the removal, the alteration, the
mitigation, or the marking and lighting of an airport hazard are
public purposes for which a political subdivision may raise and
spend public funds and acquire land or interests in land.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.003. DEFINITIONS. In this chapter:

(1) "Airport" means an area of land or water, publicly
or privately owned, designed and set aside for the landing and
taking off of aircraft and used or to be used in the interest of the
public for that purpose. The term includes an area with
installations relating to flights, including installations,
facilities, and bases of operations for tracking flights or
acquiring data concerning flights.

(2) "Airport hazard" means a structure or object of
natural growth that obstructs the air space required for the taking

off, landing, and flight of aircraft or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft.

(3) "Airport hazard area" means an area of land or water on which an airport hazard could exist.

(4) "Airport zoning regulation" means an airport hazard area zoning regulation and an airport compatible land use zoning regulation adopted under this chapter.

(5) "Centerline" means a line extending through the midpoint of each end of a runway.

(6) "Compatible land use" means a use of land adjacent to an airport that does not endanger the health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the airport, including the taking off and landing of aircraft.

(7) "Controlled compatible land use area" means an area of land located outside airport boundaries and within a rectangle bounded by lines located no farther than 1-1/2 statute miles from the centerline of an instrument or primary runway and lines located no farther than five statute miles from each end of the paved surface of an instrument or primary runway.

(8) "Instrument runway" means an existing or planned runway of at least 3,200 feet for which an instrument landing procedure published by a defense agency of the federal government or the Federal Aviation Administration exists or is planned.

(9) "Obstruction" means a structure, growth, or other object, including a mobile object, that exceeds a limiting height established by federal regulations or by an airport hazard area zoning regulation.

(10) "Political subdivision" means a municipality or county.

(11) "Primary runway" means an existing or planned paved runway, as shown in the official airport layout plan (ALP) of the airport, of at least 3,200 feet on which a majority of the approaches to and departures from the airport occur.

(12) "Runway" means a defined area of an airport prepared for the landing and taking off of aircraft along its length.

(13) "Structure" means an object constructed or installed by one or more persons and includes a building, tower, smokestack, and overhead transmission line.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.004. AIRPORT USED IN INTEREST OF PUBLIC. For the purposes of this chapter, an airport is used in the interest of the public if:

(1) the owner of the airport, by contract, license, or otherwise, permits the airport to be used by the public to an extent that the airport fulfills an essential community purpose; or

(2) the airport is used by the state or an agency of the state or by the United States for national defense purposes or for any federal program relating to flight.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.005. ADOPTION OF REGULATION INCLUDES AMENDMENT OR OTHER CHANGE. A reference in this chapter to the adoption of an airport zoning regulation includes the amendment, repeal, or other change of a regulation. A reference to the adoption of an airport zoning regulation also includes the amendment of an airport zoning regulation existing on the date the law codified by this chapter took effect, which was September 5, 1947.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. ADOPTION OF AIRPORT ZONING REGULATIONS

§ 241.011. AIRPORT HAZARD AREA ZONING REGULATIONS. (a) To prevent the creation of an airport hazard, a political subdivision in which an airport hazard area is located may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area.

(b) The airport hazard area zoning regulations may divide an airport hazard area into zones and for each zone:

- (1) specify the land uses permitted;
- (2) regulate the type of structures; and
- (3) restrict the height of structures and objects of natural growth to prevent the creation of an obstruction to flight operations or air navigation.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ [241.012\[0\]](#). AIRPORT COMPATIBLE LAND USE ZONING REGULATIONS. (a) A political subdivision may adopt, administer, and enforce, under its police power, airport compatible land use zoning regulations for the part of a controlled compatible land use area located within the political subdivision if the airport is:

- (1) used in the interest of the public to the benefit of the political subdivision; or
- (2) located within the political subdivision and owned or operated by a federal defense agency or by the state.

(b) The political subdivision by ordinance or resolution may implement, in connection with airport compatible land use zoning regulations, any federal law or rules controlling the use of land located adjacent to or in the immediate vicinity of the airport.

(c) The airport compatible land use zoning regulations must include a statement that the airport fulfills an essential community purpose.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.013. EXTRATERRITORIAL ZONING IN POLITICAL SUBDIVISIONS WITH POPULATION OF MORE THAN 45,000. (a) A political subdivision with a population of more than 45,000 in which an airport used in the interest of the public to the benefit of the

political subdivision is located may adopt, administer, and enforce:

(1) airport hazard area zoning regulations applicable to an airport hazard area relating to the airport and located outside the political subdivision; and

(2) airport compatible land use zoning regulations applicable to a controlled compatible land use area relating to the airport and located outside the political subdivision.

(b) The political subdivision has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections 241.011 and 241.012[0].

(c) The airport hazard area zoning regulations or airport compatible land use zoning regulations must include a statement that the airport fulfills an essential community purpose.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 98, § 1, 2, eff. Aug. 26, 1991.

§ 241.014. JOINT AIRPORT ZONING BOARD. (a) A political subdivision to whose benefit an airport is used in the interest of the public or in which an airport owned or operated by a defense agency of the federal government or the state is located may create a joint airport zoning board with another political subdivision in which an airport hazard area or a controlled compatible land use area relating to the airport is located. The political subdivisions must act by resolution or ordinance in creating the joint board.

(b) The joint airport zoning board has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections 241.011 and 241.012[0].

(c) The joint airport zoning board must consist of two members appointed by each of the political subdivisions creating the board and, in addition, a chairman elected by a majority of the appointed members.

(d) If an agency of the state owns and operates an airport located within an airport hazard area or controlled compatible land use area governed by a joint airport zoning board, the agency is entitled to have two members on the board.

(e) The joint airport zoning board for an airport that is owned or operated by a defense agency of the federal government and that is closed by the federal government may provide that zoning regulations adopted by the board continue in effect until the fourth anniversary of the date the airport is closed.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 352, § 1, eff. May 27, 1997; Acts 1999, 76th Leg., ch. 1176, § 1, eff. June 18, 1999.

§ 241.015. INCORPORATION OF AIRPORT ZONING REGULATION INTO COMPREHENSIVE ZONING ORDINANCE. A political subdivision may incorporate an airport zoning regulation in a comprehensive zoning

ordinance and administer and enforce it in connection with the administration and enforcement of the comprehensive zoning ordinance if:

(1) the two zoning regulations apply, in whole or in part, to the same area; and

(2) the comprehensive zoning ordinance includes, among other matters, a regulation on the height of buildings.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.016. AIRPORT ZONING COMMISSION. (a) Before an airport zoning regulation may be adopted, a political subdivision acting unilaterally under Section 241.013 must appoint an airport zoning commission. If the political subdivision has a planning commission or comprehensive zoning commission, that commission may be designated as the airport zoning commission.

(b) The commission shall recommend the boundaries of the zones to be established and the regulations for these zones.

(c) The commission shall make a preliminary report and hold public hearings on the report before submitting a final report.

(d) Before the 15th day before the date of a hearing under Subsection (c), notice of the hearing shall be published in an official newspaper or a newspaper of general circulation in each political subdivision in which the airport hazard area or controlled compatible land use area to be zoned is located.

(e) A joint airport zoning board created under Section 241.014 is not required to appoint a commission under this section.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 697, § 1, eff. Sept. 1, 1995.

§ 241.017. PROCEDURAL LIMITATIONS APPLYING TO ADOPTION OF ZONING REGULATIONS. (a) The governing body of a political subdivision may not hold a public hearing or take other action concerning an airport zoning regulation until it receives the final report of the airport zoning commission.

(b) An airport zoning regulation may not be adopted except by action of the governing body of the political subdivision or a joint airport zoning board after the political subdivision or joint airport zoning board holds a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard.

(c) Before the 15th day before the date of a hearing under Subsection (b), notice of the hearing must be published in an official newspaper or a newspaper of general circulation in each political subdivision in which the area to be zoned is located.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 697, § 2, eff. Sept. 1, 1995.

§ 241.018. REASONABLENESS OF AIRPORT ZONING REGULATIONS. (a) An airport zoning regulation must be reasonable and may impose a requirement or restriction only if the requirement or restriction is reasonably necessary to achieve the purposes of this chapter.

(b) In determining which airport zoning regulations to adopt, the governing body of a political subdivision or a joint airport zoning board shall consider, among other things:

- (1) the character of the flying operations expected to be conducted at the airport;
- (2) the nature of the terrain within the airport hazard area;
- (3) the character of the neighborhood; and
- (4) the current and possible uses of the property to be zoned.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.019. NONCONFORMING USES AND STRUCTURES. Except as provided by Section 241.035, airport zoning regulations may not require:

- (1) changes in nonconforming land use existing on the date of the adoption of the regulations;
- (2) the removal, lowering, or other change of a structure that does not conform to the regulations on the date of their adoption, including all phases or elements of a multiphase structure, regardless of whether actual construction has commenced, that received a determination of no hazard by the Federal Aviation Administration under 14 C.F.R., Part 77, before the regulations were adopted;
- (3) the removal, lowering, or other change of an object of natural growth that does not conform to the regulations on the date of their adoption; or
- (4) any other interference in the continuation of a use that does not conform to the regulations on the date of their adoption.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.020. PERMITS. (a) Airport zoning regulations may require that a permit be obtained before:

- (1) a new structure is constructed;
- (2) an existing structure is substantially changed or repaired;
- (3) a new use is established; or
- (4) an existing use is substantially changed.

(b) Airport zoning regulations must provide that a permit be obtained from the administrative agency authorized to administer and enforce the regulations before:

- (1) a nonconforming structure may be replaced, rebuilt, or substantially changed or repaired; or
- (2) a nonconforming object of natural growth may be replaced, substantially changed, allowed to grow higher, or replanted.

(c) A permit may not allow:

- (1) the establishment of an airport hazard;
- (2) a nonconforming use to be made;
- (3) a nonconforming structure or object of natural growth to become higher than it was at the time of the adoption of the airport zoning regulations relating to the structure or object

of natural growth or at the time of the application for the permit;
or

(4) a nonconforming structure, object of natural growth, or use to become a greater hazard to air navigation than it was at the time of the adoption of the airport zoning regulations relating to the structure, object of natural growth, or use or at the time of the application for the permit.

(d) Except as provided by Subsection (c), an application for a permit shall be granted.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER C. ADMINISTRATIVE AGENCY AND BOARD OF ADJUSTMENT

§ 241.031. ADMINISTRATIVE AGENCY. (a) Airport zoning regulations must provide for the administration and enforcement of the regulations by an administrative agency. The administrative agency may be:

(1) an agency created by the regulations;
(2) an existing official, board, or agency of the political subdivision adopting the regulations; or
(3) an existing official, board, or other agency of a political subdivision that participated in the creation of a joint airport zoning board adopting the regulations, if satisfactory to that political subdivision.

(b) The administrative agency may not be the board of adjustment or include any member of the board.

(c) The administrative agency shall hear and decide all applications for permits under Section 241.020.

(d) The agency may not exercise any of the powers delegated to the board of adjustment.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.032. BOARD OF ADJUSTMENT. (a) Airport zoning regulations must provide for a board of adjustment.

(b) If a zoning board of appeals or adjustment exists, it may be designated as the board of adjustment under this chapter.

(c) If a zoning board of appeals or adjustment does not exist or is not designated as the board of adjustment under this chapter, a board of adjustment must be appointed. The board must consist of five members to be appointed for terms of two years. The appointing authority may remove a board member for cause on a written charge after a public hearing. A vacancy on the board shall be filled for the unexpired term.

(d) The concurring vote of four members of the board is necessary to:

(1) reverse an order, requirement, decision, or determination of the administrative agency;
(2) decide in favor of an applicant on a matter on which the board is required to pass under an airport zoning regulation; or
(3) make a variation in an airport zoning regulation.
(e) The board shall adopt rules in accordance with the

ordinance or resolution that created it.

(f) Meetings of the board are held at the call of the chairman and at other times as determined by the board. The chairman or acting chairman may administer oaths and compel the attendance of witnesses. All hearings of the board shall be open to the public.

(g) The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.033. AUTHORITY OF BOARD. The board of adjustment shall:

(1) hear and decide an appeal, as provided by Section 241.036, from an order, requirement, decision, or determination made by the administrative agency in the enforcement of an airport zoning regulation;

(2) hear and decide special exceptions to the terms of an airport zoning regulation when the regulation requires the board to do so; and

(3) hear and decide specific variances under Section 241.034.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.034. VARIANCES. (a) A person who desires to erect or increase the height of a structure, permit the growth of an object of natural growth, or otherwise use property in violation of an airport zoning regulation, may apply to the board of adjustment for a variance from the regulation.

(b) The board shall allow a variance from an airport zoning regulation if:

(1) a literal application or enforcement of the regulation would result in practical difficulty or unnecessary hardship; and

(2) the granting of the relief would:

(A) result in substantial justice being done;

(B) not be contrary to the public interest; and

(C) be in accordance with the spirit of the regulation and this chapter.

(c) The board may impose any reasonable conditions on the variance that it considers necessary to accomplish the purposes of this chapter.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.035. HAZARD MARKING AND LIGHTING. If the administrative agency or board of adjustment considers it reasonable in the circumstances and advisable to accomplish the purposes of this chapter, the agency or board may require in a

permit or a variance granted under this chapter that the owner of a structure or object of natural growth allow the political subdivision, at its own expense, to install, operate, and maintain on the structure or object of natural growth any markers and lights necessary to indicate to flyers the presence of an airport hazard.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.036. APPEAL TO BOARD. (a) A decision of the administrative agency made in its administration of an airport zoning regulation may be appealed to the board of adjustment by:

- (1) a person who is aggrieved by the decision;
- (2) a taxpayer who is affected by the decision; or
- (3) the governing body of a political subdivision or a joint airport zoning board that believes the decision is an improper application of the airport zoning regulation.

(b) The appellant must file with the board and the administrative agency a notice of appeal specifying the grounds for the appeal. The appeal must be filed within a reasonable time as determined by the rules of the board. On receiving the notice, the administrative agency shall immediately transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the administrative agency certifies in writing to the board facts supporting the agency's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by an order of the board, after notice to the administrative agency, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal within a reasonable time.

(e) The board may reverse or affirm, in whole or in part, or modify the administrative agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the board has the same authority as the administrative agency.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER D. JUDICIAL REVIEW AND OTHER REMEDIES

§ 241.041. JUDICIAL REVIEW OF BOARD DECISION. (a) A person who is aggrieved or a taxpayer who is affected by a decision of a board of adjustment, or the governing body of a political subdivision or a joint airport zoning board that believes a decision of a board of adjustment is illegal, may present to a court of record a verified petition stating that the decision of the board of adjustment is illegal in whole or in part and specifying the grounds of the illegality. The petition must be presented within 10 days after the date the decision is filed in the board's office.

(b) On the presentation of the petition, the court may grant

a writ of certiorari directed to the board of adjustment to review the board's decision. Granting of the writ does not stay the proceedings on the decision under appeal, but on application and after notice to the board the court may grant a restraining order if due cause is shown.

(c) The board's return must be verified and must concisely state any pertinent and material facts that show the grounds of the decision that is appealed. The board is not required to return the original documents on which the board acted but may return certified or sworn copies of the documents or parts of the documents as provided by the writ.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.042. TRIAL BY COURT. (a) The court, in an appeal from a decision of a board of adjustment as provided by Section 241.041, shall try and determine the case de novo on the basis of the facts adduced in the trial of the case in the court. The court shall independently rule on the facts and the law as in an ordinary civil suit.

(b) The court has exclusive jurisdiction to reverse or affirm, in whole or in part, or modify the decision that is appealed and, if necessary, may order further proceedings by the board.

(c) Costs may not be assessed against the board unless the court determines that the board acted with gross negligence, in bad faith, or with malice in making its decision.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.043. EFFECT OF HOLDING OF THE COURT. If the court holds that an airport zoning regulation, although generally reasonable, interferes with the use or enjoyment of a particular structure or parcel of land to such an extent that, or is so onerous in its application to a particular structure or parcel of land that, the application of the regulation constitutes a taking or deprivation of property in violation of the state or federal constitution, the holding does not affect the application of the regulation to any other structure or parcel of land.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.044. ADDITIONAL REMEDIES. (a) A political subdivision or joint airport zoning board adopting airport zoning regulations may bring an action in a court of competent jurisdiction to prevent, restrain, correct, or abate a violation of:

- (1) this chapter;
- (2) an airport zoning regulation adopted by the political subdivision or board; or
- (3) an order or ruling made in connection with the administration or enforcement of an airport zoning regulation adopted by the political subdivision or board.

(b) The court shall grant any relief, including an injunction which may be mandatory, as may be proper under all the

facts and circumstances of the case to accomplish the purposes of this chapter and the regulations adopted and orders and rulings made under it.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

§ 241.901. CONFLICT OF AN AIRPORT HAZARD AREA ZONING REGULATION WITH ANOTHER REGULATION. (a) If an airport hazard area zoning regulation conflicts with any other regulation applicable to the same area, the more stringent limitation or requirement controls.

(b) Subsection (a) applies to any conflict with respect to the height of a structure or object of natural growth or any other matter.

(c) Subsection (a) applies to any regulation that conflicts with an airport hazard area zoning regulation whether the regulation was adopted by the political subdivision that adopted the airport zoning regulation or by another political subdivision.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.902. CONFLICT OF AN AIRPORT COMPATIBLE LAND USE ZONING REGULATION WITH ANOTHER REGULATION. (a) If an airport compatible land use zoning regulation conflicts with any other regulation applicable to the same area, the airport compatible land use zoning regulation controls.

(b) Subsection (a) applies to any conflict with respect to the use of land or any other matter.

(c) Subsection (a) applies to any regulation that conflicts with an airport compatible land use zoning regulation, whether the regulation was adopted by the political subdivision that adopted the airport compatible land use zoning regulation or by another political subdivision.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.903. ACQUISITION OF AIR RIGHTS OR OTHER PROPERTY. (a) A political subdivision may acquire from a person or other political subdivision an air right, aviation easement, or other estate or interest in property or in a nonconforming structure or use if:

(1) the acquisition is necessary to accomplish the purposes of this chapter;

(2) the property or nonconforming structure or use is located within the political subdivision, the political subdivision owns the airport, or the political subdivision is served by the airport; and

(3)(A) the political subdivision desires to remove, lower, or terminate the nonconforming structure or use;

(B) airport zoning regulations are not sufficient to provide necessary approach protection because of

constitutional limitations; or

(C) the acquisition of a property right is more advisable than an airport zoning regulation in providing necessary approach protection.

(b) An acquisition under this section may be by purchase, grant, or condemnation in the manner provided by Subchapter B, Chapter 21, Property Code.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

[\[Go To Last Hit\]](#)[\[Go To Top of Document\]](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 10/21/2013

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5803

Providing for Permanent "Stop" Signs at the Intersection of McLain Drive and Woods Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue:

To consider introducing, seeking public input on, and adopting an ordinance providing for permanent "Stop" signs at the intersection of McLain Drive and Woods Street, stopping northbound and southbound traffic on Woods Street

Background:

The Engineering Department reviewed the area and, based on the criteria set forth by the Texas Manual on Uniform Traffic Control Devices, the signs have been in place for a 90-day trial period with no complaints or issues noted.

Origination:

City Engineer

Financial Consideration:

The City's cost for installing the signs, totaling approximately \$320.00 (time and materials)

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance.

Alternatives:

As directed by the Council

Attachments

Ordinance No. 5803

Location Map

ORDINANCE NO. 5803

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

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

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

At the intersection of McLain Drive and Woods Street, stopping northbound and southbound traffic on Woods Street, as shown by the exhibit attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Engineer is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Chapter 1, Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____ day of _____, 2013.

ADOPTED on this the _____ day of _____, 2013.

EFFECTIVE DATE on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

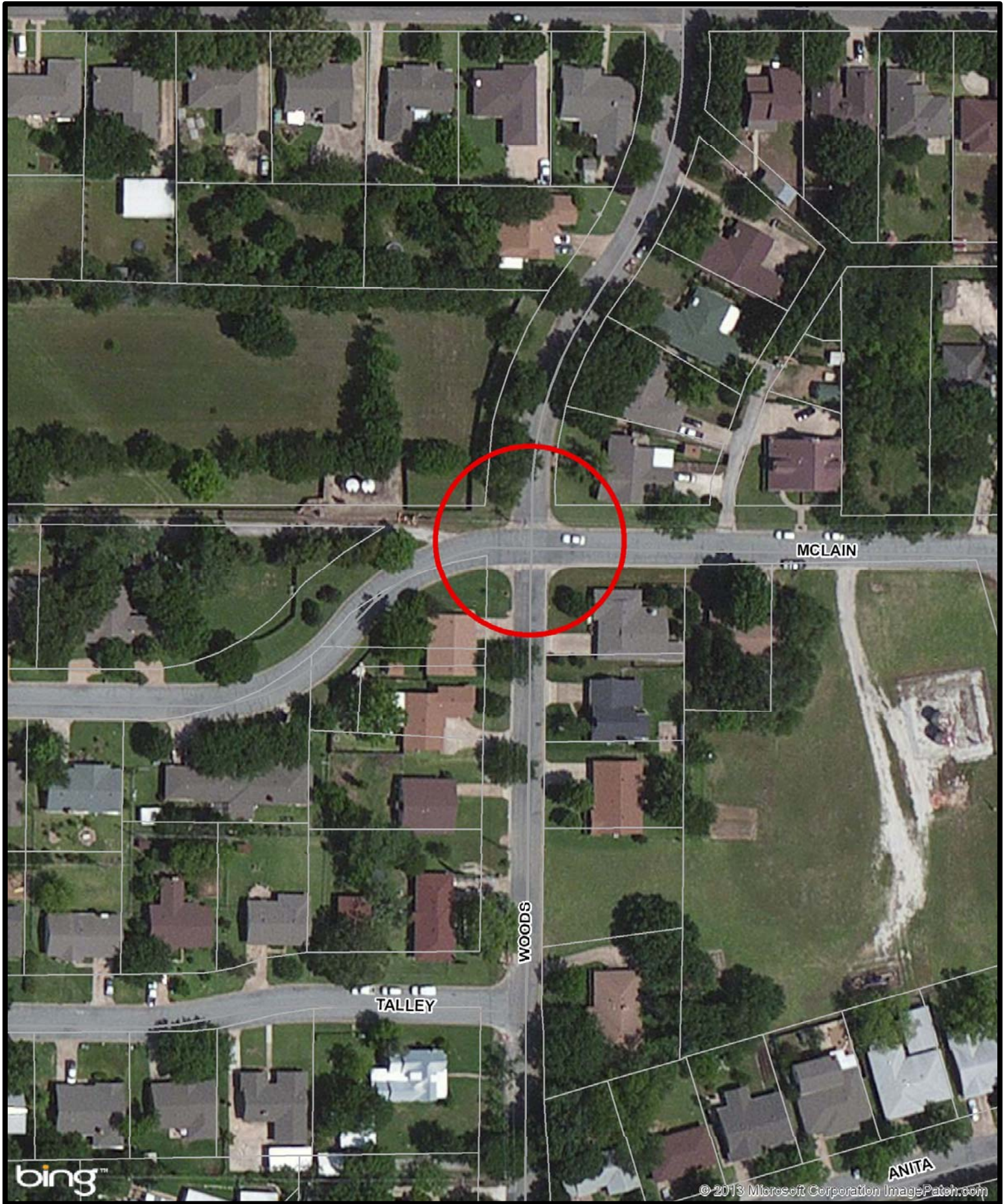
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 10/21/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5801, 5802 and 5803

List of Agenda Items:

- B.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5801**
Amending Ordinance No. 5784 to Appoint Election Officials, Provide a Schedule for Early Voting, and Designate a Date for the Canvass of an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2013, for the Purpose of Electing Two (2) District City Council Members for Said City
- B.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5802**
Repealing Ordinance No. 5780 in its Entirety; Creating a Joint Airport Zoning Board and Investing such Joint Airport Zoning Board with the Powers such Boards are Authorized to Exercise Under the Provisions of the Airport Zoning Act, Texas Local Government Code, §241.001, et. seq.
- B.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5803**
Providing for Permanent "Stop" Signs at the Intersection of McLain Drive and Woods Street within the City Limits of the City of Sherman; Providing for a Penalty Provision
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 5.

Meeting Date: 10/21/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

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

List of Agenda Items:

- C.3. * RESOLUTION NO. 5816**
Authorizing Execution of an Agreement with Connie Hollis for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1201 North Ross Avenue
- C.4. * RESOLUTION NO. 5817**
Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1205 East Jones Street
- C.5. * RESOLUTION NO. 5818**
Authorizing the Purchase of a 2014 Autocar Front Load Truck Chassis for the Solid Waste Services Department from Chastang's Bayou City Autocar through the Texas Local Government Purchasing Cooperative (BuyBoard)
- C.6. * RESOLUTION NO. 5819**
Authorizing the Purchase of a New Heil Full Eject Front Load Truck Body for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D.1. * REQUEST TO ADVERTISE**
Installation of Previously Acquired Water Meters
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 10/21/2013

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5814

Authorizing Execution of an Agreement for Fire Protection Services between Grayson County and the City of Sherman for the Period of October 1, 2013 through September 30, 2014

Issue:

To consider approval of an agreement between the City of Sherman and Grayson County regarding fire fighting services in Grayson County

Background:

The Sherman Fire Department provides fire protection for certain areas of Grayson County. On September 19, 2013, Grayson County requested approval of a one-year contract beginning October 1, 2013 and ending September 30, 2014 for said services.

Origination:

Grayson County and the City of Sherman

Financial Consideration:

The City will receive \$8,639.58 each month for the period beginning October 1, 2013 and ending September 30, 2014. The total amount due the City will be \$103,674.96 for the fiscal year 2014.

Staff Recommendation:

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

Alternatives:

As directed by the Council

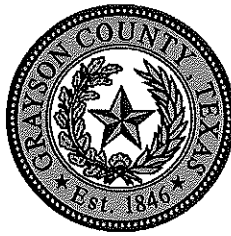
Attachments

Letter from Sarah Somers, Emergency Management Coordinator

Resolution No. 5814

Agreement for Fire Protection Services

Exhibit



Office of Emergency Management

Drue Bynum
County Judge

Sarah Somers
Emergency Management Coordinator

September 19, 2013

City of Sherman
P.O. Box 1106
Sherman, TX 75091

RE: FY14 Agreement for Fire Protection Services

Mayor:

Please find enclosed an original Agreement for Fire Protection Services between Grayson County, Texas, and City of Sherman.

We look forward to continuing a strong relationship with your department.

After execution, please return the original to the address below. We will return a copy of the executed original upon final approval of the Agreement here by Commissioners Court.

If you have any questions, please do not hesitate to call.

Respectfully,

Sarah E. Somers

Enclosures

RESOLUTION NO. 5814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014; 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 Agreement for Fire Protection Services between Grayson County and the City of Sherman for the period of October 1, 2013 through September 30, 2014, 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 _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

FISCAL YEAR 2014

**AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS
AND THE CITY OF SHERMAN, TEXAS**

WHEREAS, this Agreement is made between Grayson County, Texas ["COUNTY"] and the City of SHERMAN, Texas ["CITY"] under and pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code and under Section 352 of the Texas Local Government Code;

WHEREAS, COUNTY and CITY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the COUNTY currently has a need for fire protection for Grayson County residents who live in portions of the COUNTY outside the municipalities;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Grayson County Commissioners Court for payment of the consideration named herein for the COUNTY fiscal year named; and

NOW, THEREFORE, in consideration of the recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as part of this Agreement, and as a condition of the payment by COUNTY of any and all sums called for under this Agreement, agrees that:

- (A) The CITY's fire department will provide fire protection services for all persons and property within the unincorporated area of said COUNTY that lies within the CITY's designated primary service area as set out in the map attached to this Agreement as Exhibit "A" and incorporated

herein by reference. Additionally, the CITY's Fire Department agrees that it shall respond to all mutual aid calls from any other fire department in Grayson County for fire protection services at any location within the unincorporated area of the COUNTY upon request of other fire department, the Grayson County Fire Marshal or during time of disaster, declared or otherwise, upon request of the Grayson County Judge or Emergency Management Coordinator. Said request may be made on behalf of any of these authorized agents through the Grayson County Sheriff's Office Communications Center.

- (B) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement.
- (C) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in performance of this Agreement, when performing said services, to conduct themselves in a professional manner and to comply with all applicable laws, regulations and standards. All paid fire fighters must comply with all requirements of the Texas Commission on Fire Protection. All fire fighters, whether paid or volunteer, must be properly trained and equipped to perform fire protection duties as determined by applicable laws, regulations and standards, including local departmental regulations and standards. The CITY's Fire Department agrees to maintain all equipment necessary for the performance of this Agreement in good repair. Radio communications will be conducted in accordance with any rules, procedures or directives of the Grayson County Sheriff and/or Grayson County Fire Marshal and/or the Grayson County Emergency Management Coordinator.
- (D) The CITY's Fire Department shall cooperate and coordinate with the Grayson County Fire Marshal pursuant to the provisions of the Local Government Code, Chapter 352.
- (E) The CITY's Fire Department shall provide notice to the Grayson County Fire Marshal or Grayson County EOC at 903-818-7694 prior to or concurrent with deployment of resources outside of Grayson County for response other than standard mutual aid to the counties contiguous to Grayson County.
- (F) Upon request from the Grayson County Judge, his designee or the Grayson County Emergency Management Coordinator, the CITY's Fire Department shall:
 - a. Cooperate in a coordinated response, or prioritization of assets, during a locally declared disaster;

- b. Respond to reasonable data requests relevant to services provided under this Agreement;
 - c. Participate in at least one exercise, per fiscal year, as conducted, and if requested by the Grayson County Office of Emergency Management;
 - d. Participate in local planning, briefings or trainings as determined by the Grayson County Fire Marshal or Grayson County Emergency Management Coordinator; and
 - e. Upon notice, participate in After Action Reviews of emergency incidents involving a response of the CITY's Fire Department in the unincorporated area pursuant to this contract. Participation shall be defined to include participation by personnel actually involved in the incident; and
 - f. Provide current contact information for the Chief and Assistant Chief of the CITY's Fire Department, to include active email addresses and telephone contact information, for use by the Grayson County EOC, Sheriff's Office Communication Center and Fire Marshal.
- (G) The CITY's Fire Department warrants that in carrying out the terms of this Agreement, no person under the age of eighteen years will be utilized in the performance of the services to be provided under this Agreement.
- (H) The CITY's Fire Department shall comply with any rules, procedures or directives of the Grayson County Fire Marshal for determining which fires warrant investigation and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the Grayson County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.
- (I) The books and records maintained in operation of the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representative during normal business hours, upon reasonable notice.
- (J) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's Office within two weeks of the end of the month that an incident occurred. The Grayson County Fire Marshal is authorized to review all fire incident reports filed by the CITY Fire Department with the State Fire Marshal's Office.
- (K) The CITY's Fire Department shall file an incident report with the Texas Interagency Coordination Center for each wildland fire incident within two weeks of the end of the month that the wildland fire occurred.

(L) The CITY's Fire Department shall adopt, and take all necessary steps to implement, the National Incident Management System (NIMS) at the local level. NIMS compliance for the term of this contact must be achieved by completing required actions as outlined by FEMA, the Texas Forest Service and the Texas Division of Emergency Management. NIMS compliance shall be demonstrated by:

- a. Completion and certification of NIMS compliance via any tool requested by the Grayson County Office of Emergency management in writing within thirty (30) days of the request;
- b. Verification of NIMS compliance by providing information and records upon thirty days request of the Grayson County Judge, Fire Marshal or Emergency Management Coordinator.

(M) The CITY's Fire Department acknowledges and understands that it is anticipated that the COUNTY may require in future Agreements that any fire department which is not also a licensed emergency medical service provider maintain a "current" status throughout the term of future Agreements as a First Responder Organization (FRO) as defined by the Texas Administrative Code 157.14. *This is not a requirement of this Agreement at the time of its execution and this Paragraph is provided for planning and notice only.*

(N) The CITY's Fire Department certifies that it: *[check one]*

- ☐ IS a First Responder Organization as defined by the Texas Administrative Code 157.14.
- ☐ IS NOT a First Responder Organization as defined by the Texas Administrative Code 157.14.
- ☐ is a licensed emergency medical service provider.

CONSIDERATION

For the services provided above, the COUNTY shall provide to the CITY:

- (1) The sum of \$8,639.58 per month during the term of this Agreement, due and payable by the 10th day of each month. The first payment shall be due on or before October 10, 2013. All sums to be paid under this Agreement by the COUNTY shall be made from current revenues available to the COUNTY.
- (2) Recovery of any additional sums or consideration *from county residents* by the CITY for response to grass or wildfire is strictly prohibited by this Agreement. Inasmuch as the CITY acts as the County's agent for response, the CITY agrees to provide the fire protection services for grass or

wildfire for the consideration in Paragraph 1 above. This provision is included to prohibit the recovery of additional compensation directly from county residents by CITY only and shall not preclude the COUNTY and CITY from seeking state or federal assistance in the event of disaster or extraordinary response due to extreme wildfire threat.

- (3) In addition to all available remedies pursuant to the default and termination provisions of this Agreement, the Parties agree that the COUNTY may withhold payment of any sums due and payable as set out in Paragraph 1 above upon written notice of failure of the CITY to perform the services contemplated in this Agreement until such deficiency is cured.

NOTICE OF EFFECT OF NONAPPROPRIATION

If, for any fiscal year, the Grayson County Commissioners Court does not authorize funds in amounts sufficient to pay or perform its obligations under this Agreement, the County shall endeavor to provide thirty (30) days notice. If funds are not authorized, this Agreement shall be null and void for the COUNTY fiscal year for which funds are not appropriated and any future fiscal years.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY; AGENCY

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provision of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

Pursuant to Section 352.004 of the Texas Local Government Code, the act of a person or an employee of a municipality providing fire protection services pursuant to this Agreement in the unincorporated areas of the COUNTY, is considered to be the act of an agent of the COUNTY. A municipality is not liable for the reasonable acts of its employee in fighting fires outside the municipality under this Agreement.

The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this Agreement and that when the CITY is engaged in the scope of its duty to provide fire protection services in any part of the area of the COUNTY that lies outside the limits of any municipality, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY is not an agent of the COUNTY for any other purpose.

DEFAULT

In the event either party shall fail to keep, observe or perform any provision of this Agreement, the breaching party shall be deemed in default. If such default shall continue for a period of thirty days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the Termination provisions of this Agreement.

EFFECTIVE DATE, TERM AND RENEWAL

The effective date of this Agreement shall be October 1, 2013, and this Agreement shall expire at midnight on September 30, 2014.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than current revenues. Any Agreement that would provide for automatic renewal of this Agreement would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this Agreement. Instead, it is understood by both Parties that a new contract must be executed for each fiscal year. The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of fire protection services between the COUNTY and the CITY must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

AUTHORITY TO CONTRACT

Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

GOVERNING LAW/VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

AMENDMENT

If the Parties desire to modify this Agreement during its term, any modifications may be either incorporated herein by written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by written termination agreement.

For Nonappropriation of Funds: As mentioned above, if the County does not authorize funds necessary for performance of the obligations under this Agreement, the County may terminate this Agreement.

By Either Party: This Agreement may be terminated at any time for convenience or fault upon sixty (60) days written notice to the other party.

NOTICES

By City to County:

Any notice permitted or required to be given to the COUNTY hereunder must be in writing and mailed by United States Postal Service, first class mail AND Certified Mail, Return Receipt Requested, postage prepaid and addressed to:

*Grayson County Judge
100 W. Houston, Suite 15
Sherman, Texas 75090*

By County to City:

Any notice permitted or required to be given to the CITY hereunder must be in writing and mailed by United States Postal Service, first class mail AND Certified Mail, Return Receipt Requested, postage prepaid and addressed to:

City of SHERMAN

EXECUTED this ____ day of _____, 2013

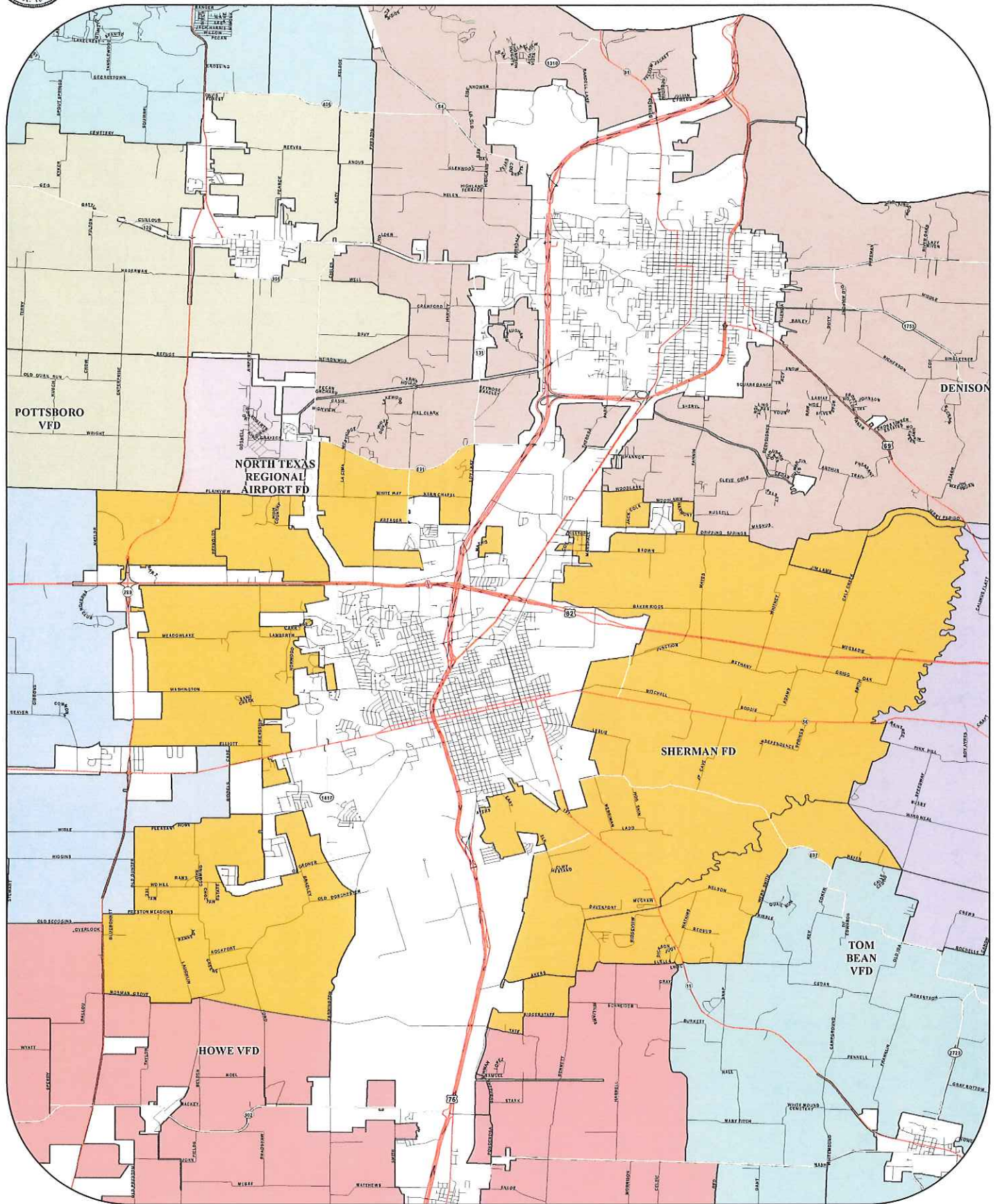
Grayson County Judge
Printed Name: Drue Bynum

EXECUTED this ____ day of _____, 2013.

Mayor, City of SHERMAN
Printed Name: _____



SHERMAN FD



0 0.5 1 2 Miles

EXHIBIT "A"

6010812
This map was prepared by the Tarrant County Office of Emergency Management and is intended for informational purposes only. It is not to be used for legal or financial purposes. The map is subject to change without notice.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 10/21/2013

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5815

Authorizing Execution of an Agreement for Ambulance Services with Grayson County for the Period of October 1, 2013 through September 30, 2014

Issue:

To consider approval of an agreement between the City of Sherman and Grayson County regarding the provision of Emergency Medical Services for the period beginning October 1, 2013 through September 30, 2014

Background:

The Sherman Fire Department provides Emergency Medical Services within certain areas of Grayson County, per an annual contract.

Origination:

Grayson County and the City of Sherman

Financial Consideration:

The City will receive \$107,971.00 for fiscal year (FY) 2014. The County will pay the City the annual amount in equal quarterly payments of \$26,992.75, after receipt of the required quarterly data report.

Staff Recommendation:

It is recommended that the Council approve the Agreement for Ambulance Services for the period October 1, 2013 through September 30, 2014.

Alternatives:

As directed by Council

Attachments

Letter from Sarah Somers, Emergency Management Coordinator

Resolution No. 5815

Agreement for Ambulance Services

Exhibit A - Map

Exhibit B - County Ambulance Data Requirements

Exhibit C - Sample Data Form



Office of Emergency Management

Drue Bynum
County Judge

Sarah Somers
Emergency Management Coordinator

September 19, 2013

City of Sherman
P.O. Box 1106
Sherman, TX 75091

RE: FY14 Agreement for Emergency Medical Services

Mayor:

Please find enclosed an original Agreement for Emergency Medical Services between Grayson County, Texas, and City of Sherman.

We look forward to continuing a strong relationship with your department.

After execution, please return the original to the address below. We will return a copy of the executed original upon final approval of the Agreement here by Commissioners Court.

If you have any questions, please do not hesitate to call.

Respectfully,

Sarah E. Somers

Enclosures

RESOLUTION NO. 5815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014; 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 any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an Agreement for Ambulance Services with Grayson County for the period of October 1, 2013 through September 30, 2014, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §

FISCAL YEAR 2014

COUNTY OF GRAYSON §

AGREEMENT FOR AMBULANCE SERVICES

This Agreement for Ambulance Services (the "Agreement") by and between Grayson County, Texas, (the "County"), and the City of Sherman, a duly licensed Texas Emergency Medical Services and ambulance provider (the "Contractor").

Whereas, County has a tradition of Contractor and other providers being important participants in the Emergency Medical Services ("EMS") system in Grayson County;

Whereas, the County currently has a need for emergency medical services in the unincorporated areas of Grayson County;

Whereas, Contractor desires to provide emergency medical services in the unincorporated area of the County; and

Whereas, Contractor desires certain funding from the County to enable it to provide such emergency medical services;

Whereas, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Grayson County Commissioners Court for payment of the consideration named herein for the County fiscal year named; and

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

I. Description of Contractor Services and Services Area

During the term of this Agreement, Contractor agrees to furnish ambulance and emergency medical services in the City of Sherman ambulance district as the service area shown in the attached Exhibit A. It is understood and agreed that the Contractor *may* provide ambulance and emergency medical services 7 days a week, 24 hours a day to persons requiring service within the municipal boundaries of any city within the District, and shall for persons requiring services in the unincorporated County portions of the District service area. However, this Agreement and the consideration therefore, are solely for response in the unincorporated areas of Grayson County unless services are requested for mutual aid or for response during disaster.

The Contractor shall manage all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operational functions. The Contractor 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 reports to the County, cooperate with and respond to the County on matters related to patient care, and generally manage all aspects of the ambulance system operations. The services to be provided will comply with all applicable county, state, and federal laws, regulations and ordinances in effect on the date that such Emergency Medical Services are performed by Contractor.

II. Employee Certifications

All persons employed or used by the Contractor in the performance of work under this Agreement shall hold all required and appropriate professional certifications, permits and/or licenses as required by all state and federal laws and regulations and shall conduct themselves in a professional manner.

III. Contractor Responsibilities

Contractor shall:

Maintain and meet current vehicle specifications as specified by the *Federal Specification Ambulance Emergency Medical Care Vehicle* as published by the *General Service Administration, Department of Transportation Federal Specification KKK 1822*, requirements as set forth by the *Texas Department of Health*;

Equip each ambulance and vehicle utilized to provide emergency medical services pursuant to this Agreement with all items for operations as required for the licensed level of service by the *Texas Department of Health*;

Provide motor vehicles used for providing ambulance service designed to transport ill, sick, or injured persons in comfort and safety;

Vehicles shall be maintained in a clean, sanitary and first class mechanical condition at all times, in compliance with all applicable state and federal standards for ambulances;

Respond to reasonable data requests relevant to services provided under this Agreement;

Participate in at least one exercise per fiscal year as conducted by the Grayson County Office of Emergency Management;

Participate in reasonable and necessary local planning, briefing or trainings as determined by the Grayson County Emergency Management Coordinator;

Upon notice, participate in After Action Reviews of emergency incidents involving a response of the Contractor. Participation shall be defined to include participation by personnel actually involved in the incident under review;

Provide, and maintain current, contact information for the Contractor to include active email addresses and telephone contact information for use by the Grayson County EOC and Sheriff's Office Communication Center; and

Adopt the National Incident Management System ("NIMS") and take all necessary steps to implement NIMS including required NIMS training for all personnel contemplated to provide response services pursuant to this contract.

IV. Disaster Assistance

During a time of disaster, declared or otherwise, local or in a neighboring jurisdiction, Contractor shall follow the County Emergency Management Plans and commit such resources as are necessary and appropriate given the nature of the disaster and upon request of the Grayson County Judge or Emergency Management Coordinator.

V. Outside Work

Contractor shall not be prohibited from doing other work provided the services do not interfere with Contractor's primary responsibility pursuant to this Agreement to provide EMS response and transport within the Contractor's primary area of response as set out in the map attached hereto as Exhibit A.

VI. Medical Director

Contractor 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 the provision of ambulance and emergency medical services delineated in this agreement, the County agrees to pay, for the duration of this Agreement \$107,971.00, payable in quarterly installments upon receipt of the *required quarterly data report on the following dates*:

January 15, 2014	\$26,992.75
April 15, 2014	\$26,992.75
July 15, 2014	\$26,992.75
October 15, 2014	\$26,992.75
<i>Total for Fiscal Year:</i>	<i>\$107,971.00</i>

VIII. Charges for Services

Any billing and collection procedures used will be developed by the Contractor. The County does not require nor shall it be responsible for any billing or collection for services provided under this Agreement.

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

IX. County Ambulance Data Requirements

Contractor shall provide to the County quarterly operating reports. Said reports shall include the data set out in Exhibit B attached to this Agreement in the format shown in the sample report attached as Exhibit C. The reports shall be provided to the County by email to eoc1@co.grayson.tx.us or by fax to 903-893-5207 pursuant to the following schedule:

First Quarter (October 1 through December 31, 2013) – Report due on or before January 15, 2014

Second Quarter (January 1 through March 31, 2014) – Report due on or before April 15, 2014

Third Quarter (April 1 through June 30, 2014) – Report due on or before July 15, 2014

Fourth Quarter (July 1, 2013 through September 30, 2014) – Report due on or before October 15, 2014

X. Insurance

Throughout the term of this agreement, and any extensions thereof, Contractor shall procure, pay for, and maintain insurance coverage for the provision of ambulance service. Copies of this insurance shall be evidenced by delivery to the County of certificates of insurance, including general and professional medical and automobile liability. Said proof of coverage shall be delivered by email at eoc1@co.grayson.tx.us or by fax to 903-893-5207 on or before October 30, 2013.

XI. Cooperation with Other EMS Providers

Contractor agrees to exchange appropriate and pertinent information with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response.

XII. Term of Agreement and Renewal Provisions

Unless terminated earlier pursuant to the terms hereof, this Agreement shall commence at **12:01 A.M. on October 1, 2013** and terminate at **midnight, September 30, 2014**.

It is understood and agreed that this Agreement may be extended for additional one-year terms by agreement of the parties.

XIII. Amendment and Modification

Any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this agreement. Any alterations, additions, or deletions to the terms of this agreement that are required by changes in Federal, State, or local law, or regulations, will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

XIV. Miscellaneous Provisions

The following miscellaneous provisions apply to this Agreement:

Compliance with Applicable Laws, Rules and Regulations — All services furnished by Contractor shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations;

Non-Transferable Agreement — Neither party may assign this agreement or any rights, interest, or obligations under this agreement without the prior written approval of the other party.

Permits — 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;

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written

representations of, to or by the Parties to each other.

XV. Notice and Addresses of Parties

Any notice required under this Agreement shall be delivered by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

To the County: Grayson County Judge
100 W. Houston, Suite 15
Sherman, Tx 75090

To Contractor: City of _____
Honorable Mayor
_____, TX _____

XVI. Independent Contractor

It is expressly understood and agreed that Contractor is an independent contractor in its relationship with the County. The County is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the County to their employees are available to Contractor employees, agents, or representatives. Contractor is solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-contractors under this Agreement. Nothing in this Agreement at any time or in any manner shall be construed to 1) effect an agreement of partnership or joint venture, or 2) render the County the employer or master of Contractor, its employees, agents or representatives.

XVII. Termination of Contract

Either party may terminate this agreement by giving sixty (60) days written notice to the address as provided in Article XV Notice and Addresses of parties.

If the County does not authorize funds necessary for performance of the obligations under this Agreement, this Agreement shall be null and void.

XVIII. Governmental Immunity

This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the parties against claims arising from the exercise of governmental powers and functions.

XIX. Severability

In the event any provisions of this Agreement are for any reason held invalid, illegal, or unenforceable, they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XX. Effective Date, Term, Renewal and Notice of Effect of Nonappropriation

The effective date of this Agreement shall be October 1, 2013, and this Agreement shall expire at midnight on September 30, 2014.

The County is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than current revenues. Any Agreement that would provide for automatic renewal of this Agreement would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this Agreement. Instead, it is understood by both parties that a new contract must be executed for each fiscal year. The fiscal year of the County is from October 1 through September 30 of the next calendar year.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of services between the County and Contractor must be by execution of a new contract for each fiscal year on or before October 1 of each year.

If, for the FY2014 fiscal year, the Grayson County Commissioners Court does not authorize funds in amounts sufficient to pay or perform its obligations under this Agreement the County shall endeavor to provide thirty (30) days notice. If funds are not authorized, this Agreement shall be null and void.

XXI. 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 Grayson County, Texas.

Signed this _____ day of _____, 2013

Signed this _____ day of _____, 2013

City of Sherman, Texas

Grayson County, Texas

By: _____

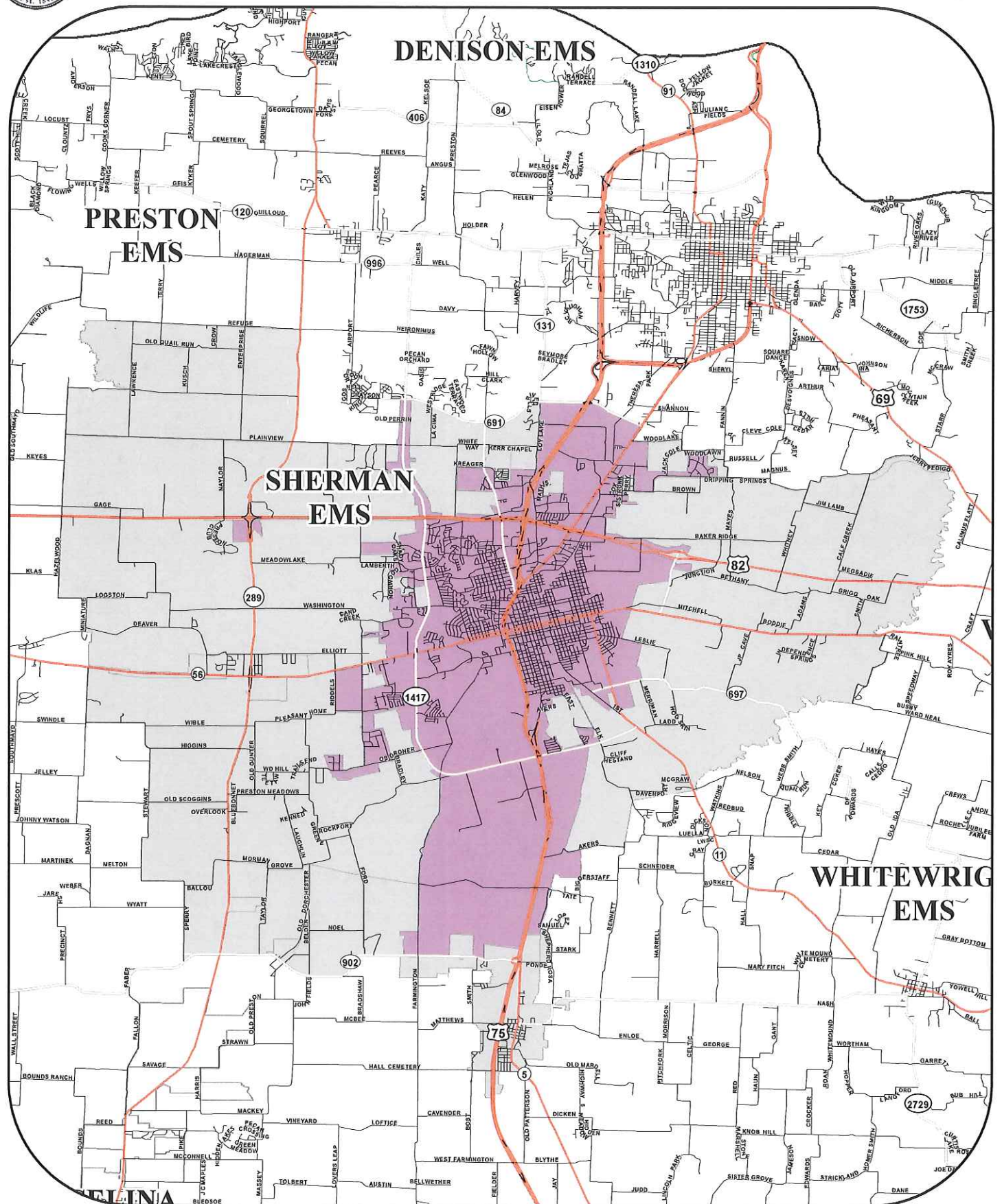
Mayor

By: _____

Grayson County Judge



SHERMAN EMS



0 0.5 1 2 Miles

Exhibit A

1/1/2011
THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 1/1/2011 BY 60322 UCBAW/STP

County Ambulance Data Requirements

- **District:** Area covered
- **911 Calls:** Number of 911 generated calls this quarter for each area to the right.
- **Transfer by FTSA:** Number of Transfers by Full Time Staffed Ambulance (FTSA) for each of the areas to the right.
- **Transfers by Non-FTSA:** Same as above only with non-FTSA personal/assets.
- **Non-Transports:** A 911 call that did not require a transport (patient refusal, false alarm, cancelled, etc).
- **Others:** Any other call not covered above. An example would be a standby at a football game or other event.
- **Total Calls:** The sum of the above less non-transports.
- **Calls turned over to Mutual Aid EMS:** Any calls handed over to another district because of no ambulance available within your district or to an air ambulance.

Response Time

- **E911 calls:** Average time in minutes from the time call is received until the ambulance arrives on the scene. For in house dispatch, it is the time from the call is received to arrival on scene. For dispatched from the county or off site dispatch: it is the time from the time you receive the call until arriving on scene.
- **Total Average Time/911 Call.** The sum of the total time the ambulance(s) is dedicated to a call (from call received to back in service) divided by the number of calls.
- **Weighted average:** The sum of all response time minutes for all calls divided by the total number of calls.

SAMPLE Monthly Grayson County Ambulance Data Requirements

District: _____ Report for _____ (Month) 2013

Date of report: _____ Number of FTSA: _____

Number of Calls

Run Type	City of Whitesboro	Whitesboro Rural	City of Collinsville	City of Sadler	City of Southmayd	City of Tioga	City of Bells	Denison District	Preston District	Van Alstyne District	Sherman District	Whitewright District	Other Grayson	Out of Grayson	Totals
911 Calls															0
Transfers by FTSA															0
Transfers by Non-FTSA															0
Non-Transports															0
Others															0
Total Calls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calls turned over to mutual aid EMS															0
Calls turned over to air ambulance															0

Response time (minutes)

City of Whitesboro	Whitesboro Rural	City of Collinsville	City of Sadler	City of Southmayd	City of Tioga	City of Bells	Weighted Average
E911 calls*							
*Transports & non-transports							

This month last FY Average Ambulance Response time:

Total average time/ E911 call

EXHIBIT C



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 10/21/2013

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5816**

Authorizing Execution of an Agreement with Connie Hollis for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1201 North Ross Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1201 North Ross Avenue.

Background:

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

A fire destroyed the existing house on the lot last year; it was demolished earlier this year. The owner would like to construct a new single-family residence on the lot.

Origination:

Connie Hollis

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$288.00 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5816

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

RESOLUTION NO. 5816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CONNIE HOLLIS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1201 NORTH ROSS AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Connie Hollis and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Connie Hollis for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1201 North Ross Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5571) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

and 2022, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2013, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	80%
2020	60%
2021	40%
2022	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1201 North Ross Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 6 and the South twelve and one-half feet (12.50 ft.) of Lot 5, Block 1, J.C. Kelliehor's 2nd Addition

V.

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

VI.

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

VII.

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

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and

made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

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

Connie Hollis
2300 W. Taylor, Apt. 914
Sherman, Texas 75092
(903) 870-8020

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2013.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CONNIE HOLLIS

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
CONNIE HOLLIS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **CONNIE HOLLIS**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2013 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Connie Hollis

Mailing Address: 2300 W. Taylor Apt 914 Sherman, TX 75092

Telephone Number: 903-870-8020

Contact (if different than owner):

Name: Greg Pierson (Cupid Homes)

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Property:

Physical Address: 1201 N. Ross st. Sherman, TX 75090

Summary Legal Description: Lot: 6 & (p)5 Block: 1 Addition: J.C. Keliehor's 2nd add.

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

Improvements:

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

Estimated Value of Improvements: \$90,000

Estimated Date of Start of Construction: 10/4/2013

Estimated Date of Completion of Project: 1/15/2014

Description of Project: New Home Construction

Applicant(s): Connie Sue Hollis

Date: 10-1-13

Date:

202446B

0113109

030217

000762

Loan No.: 0074739

GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT ~~RANDALL~~ ^{Randell RNE} EVANS and HELEN EVANS

(hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by CONNIE SUE HOLLISS, A SINGLE PERSON

whose address is 1201 NORTH ROSS AVENUE, SHERMAN, TX 75090

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of forty thousand and NO/100ths (\$ 40,000.00)

payable to the order of Mortgage Portfolio Services, Inc.

(hereinafter referred to as "BENEFICIARY") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to James E. Hinton, 4144 North Central Expressway, Suite 900, Dallas, TX 75204

Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

THE SURFACE ESTATE ONLY:

BEING THE SOUTH 12.5 FEET OF LOT FIVE (5) AND ALL OF LOT SIX (6) IN BLOCK ONE (1) OF KELLIKHOR'S SECOND ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 499, PAGE 500, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

0113109

Executed on this the 26th day of January, 2001.

Randell Evans
RANDALL EVANS
 Randell

Helen Evans
HELEN EVANS

03027

00763

THE STATE OF Texas §
 COUNTY OF GRAYSON §

Before me, a Notary Public, on this day personally appeared ~~RANDALL EVANS~~ and ~~HELEN EVANS~~
Randell

known to me (or proved to me on the oath of _____ or
 through Driver's license (description of identity card or other document)) to be the person whose name
 is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and
 consideration therein expressed.

Given under my hand and seal of this office this 31 day of January, A.D. 2001.

(Seal)



Tina Watson
 Notary Public

RETURN TO:
 CONNIE SUB HOLLIS

1201 NORTH ROSS AVENUE
 SHERMAN, TX 75090

GENERAL WARRANTY DEED
 WITH VENDOR'S LIEN

Page 2 of 2

DOC633B 12/97

0113109

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Filed for Record in
Grayson County

On Feb 02, 2001 at 08:51AM

As a
Recording

Document Number: 0113109

Amount 11.00

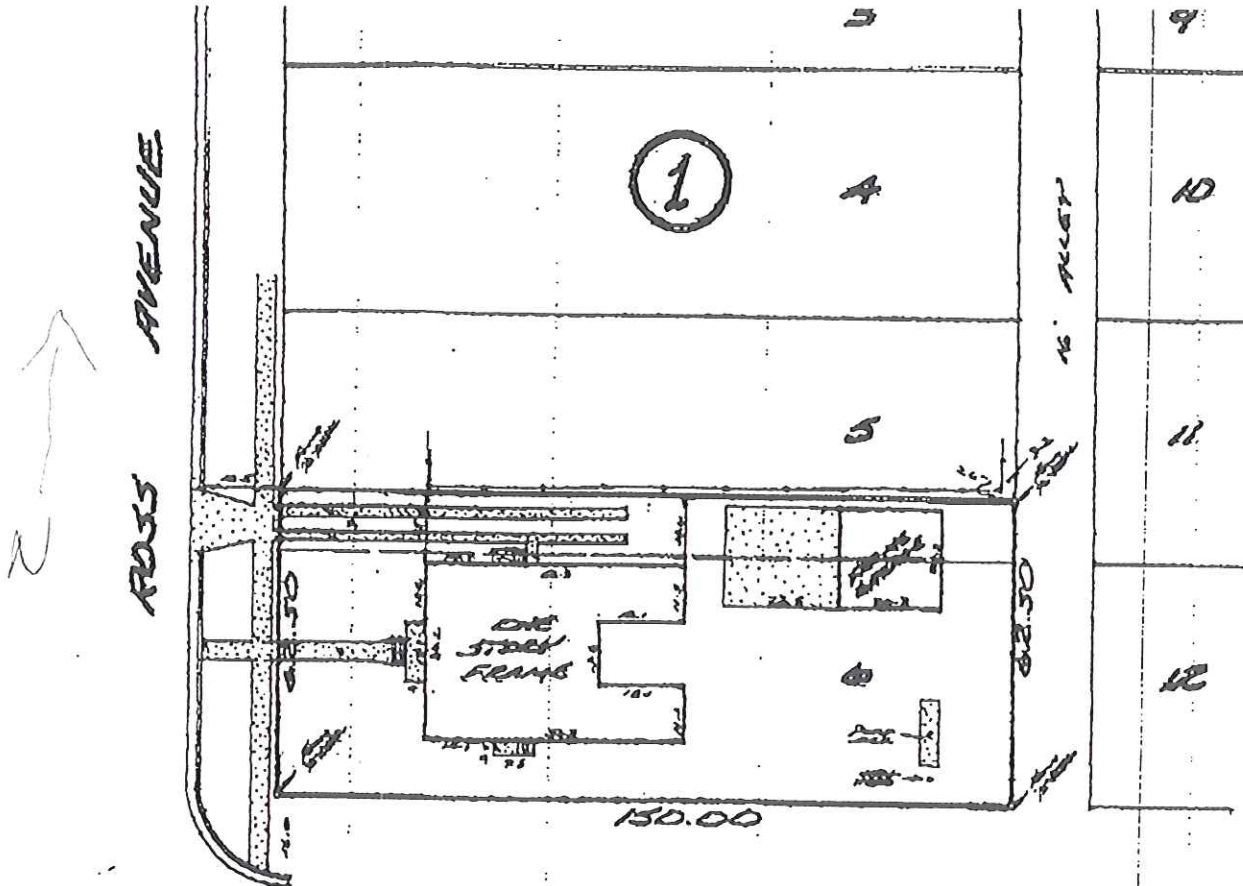
Receipt Number - 79002

By
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of
Grayson County
as stamped herein by me.

Feb 02, 2001

Sara Jackson, County Clerk
Grayson County



62.50 x 150

DUBAN

STREET

MARTIN & ASSOCIATES SURVEYING COMPANY
P.O. Box 1843 Sherman, Texas 75091-1843 (903)292-8003
Fax Number (903)868-2970

SURVEY FOR: RANDALL & HELEN EVANS

I, Marshall Martin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 18 th day of February, 1999 of the following described property:

Lot SIX (6), and the South Twelve and one-half feet (12.50 ft.) of Lot FIVE (5) in Block ONE (1) of J. C. KELIEHOR'S SECOND ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 499, Page 500, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 1201 N. ROSS AVENUE, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

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



Connie Hollis

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 131725 SUBCONTRACTOR: CONNIE SUE HOLLIS DATE ISSUED: 10/01/2013

PROJECT ADDRESS: 1201 N ROSS AVE
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: CONNIE SUE HOLLIS
ADDRESS: 1201 N ROSS AVE
CITY, ST ZIP: SHERMAN TX 75090-4133
PHONE:

CONTRACTOR: CONNIE SUE HOLLIS
ADDRESS: 1201 N ROSS AVE
CITY, ST ZIP: SHERMAN TX 75090-4133
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 90,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,196.00
BEDROOMS: 2
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

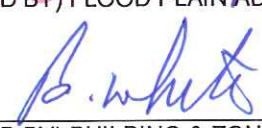
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

10/1/13
DATE

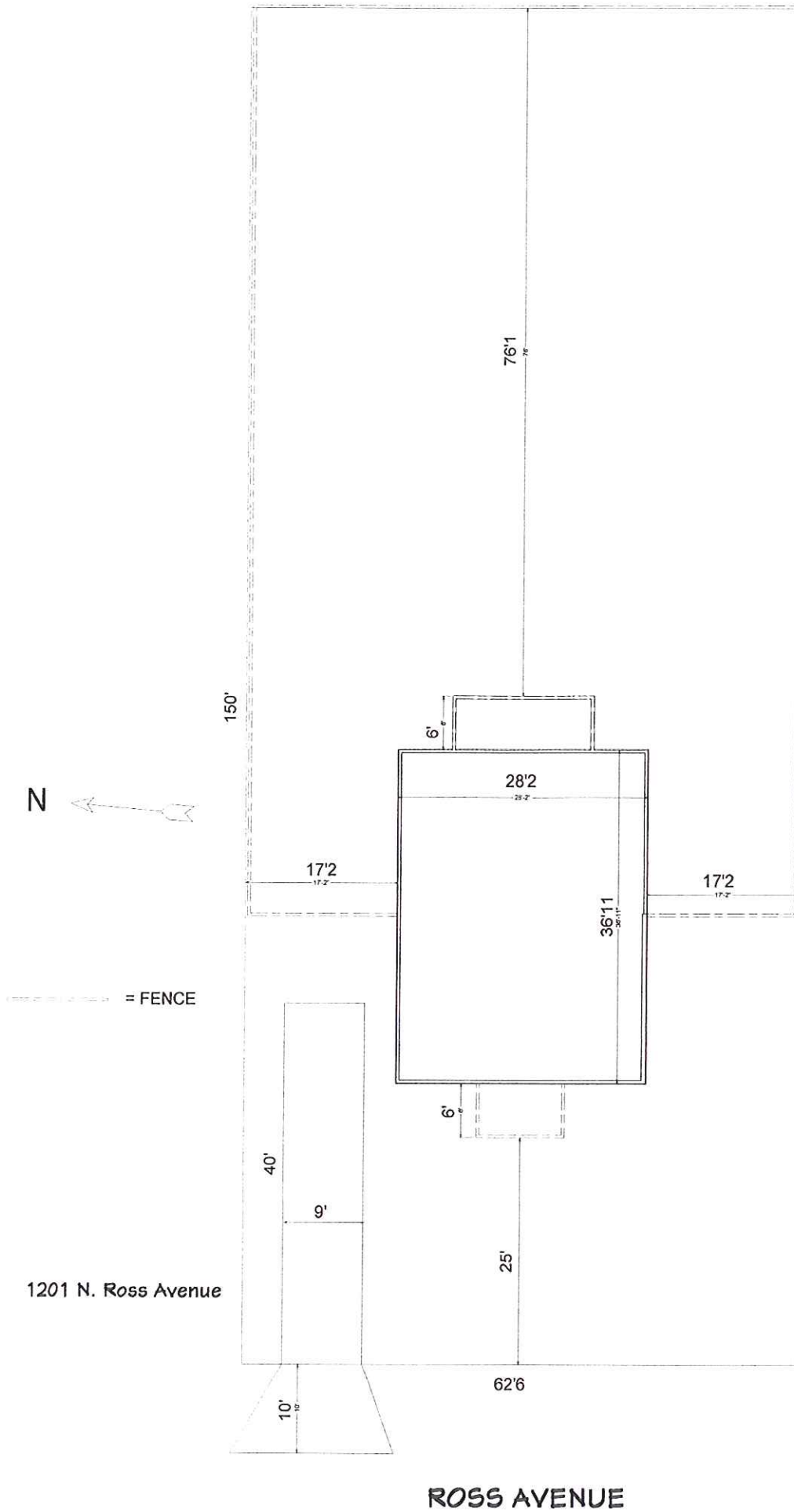

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

10/1/13
DATE


(APPROVED BY) BUILDING & ZONING

10/9/13
DATE

J.C. Keliehor's Second Addition
Block 1, Lot 6



1201 N. Ross Ave.





1201 N. Ross Ave.

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 47 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 10/21/2013

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5817**

Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1205 East Jones Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1205 East Jones Street.

Background:

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

Origination:

Mario Tobar, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$160.00 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5817

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

RESOLUTION NO. 5817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1205 EAST JONES STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mario Tobar and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Mario Tobar for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1205 East Jones Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5571) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

and 2022, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2013, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	80%
2020	60%
2021	40%
2022	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1205 East Jones Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 4, Block 2, John A. Fitch Addition

V.

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

VI.

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

VII.

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

VIII.

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

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

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

Mario Tobar
1308 Pintail Drive
Sherman, Texas 75092
(903) 816-0416

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2013.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
MARIO TOBAR

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §**

BEFORE ME, the undersigned authority, on this day personally appeared **MARIO TOBAR**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2013 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Manio Tobar

Mailing Address: 1308 Pintail Dr.

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1205 Jones St.

Summary Legal Description: Lot: 4 Block: 2 Addition: John A. Fitch.

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

Improvements:

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

Estimated Value of Improvements: \$ 50,000.

Estimated Date of Start of Construction: 09/03/13

Estimated Date of Completion of Project: 12/03/13

Description of Project: _____

New Construction

Applicant(s): 

Date: 09/03/13

Date: _____

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

WARRANTY DEED

Conforms to State Bar of Texas Form

Effective Date: May 7, 2013

Grantor: C W STEWART FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address (including county): P. O. Box 3042
Sherman, Texas 75091
Grayson County, Texas

Grantee: TOBAR'S PROPERTIES, L.L.C., a Texas limited liability company

Grantee's Mailing Address (including county): 1308 Pintail Drive
Sherman Tx. 75092
Grayson County Texas

Consideration: Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being a 60 ft x 138 ft of LOT NO. FOUR (4) in BLOCK NO. TWO (2) of the JOHNA. FITCH ADDITION to the City of Sherman, Grayson County, Texas, as shown by plat of record in Volume X, at Page 47 of the Deed Records of Grayson County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to: (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of

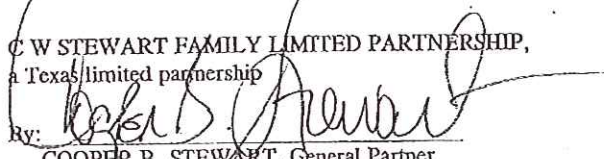
the ground; and (iv) all rights of parties in possession of any part of the Property.

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

Current ad valorem taxes having been prorated, the payment thereof is assumed by Grantee.

When the context requires, singular nouns and pronouns include the plural.

C W STEWART FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: 

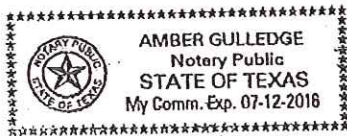
COOPER B. STEWART, General Partner

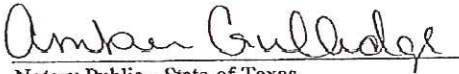
ACKNOWLEDGMENT

State of Texas

County of Grayson

This instrument was acknowledged before me on this 7th day of May, 2013, by COOPER B. STEWART, General Partner of C W STEWART FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.




Notary Public - State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Munson, Munson, Cardwell & Tillett, P.C.
301 W. Woodard - P. O. Box 1099
Denison, Texas 75020
(903) 463-3750
GF# 1304-27MR

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

WARRANTY DEED

Conforms to State Bar of Texas Form

Effective Date: May 7, 2013

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Sherman, Texas 75091
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Grantee's Mailing Address (including county): 1308 Pintail Drive
Sherman Tx. 75092
Grayson County Texas

Consideration: Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

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Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to: (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of

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

When the context requires, singular nouns and pronouns include the plural.

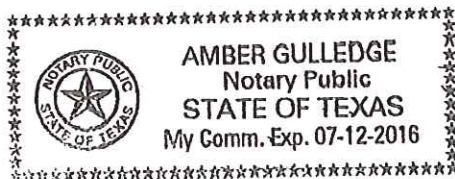
By:

COOPER B. STEWART, General Partner

State of Texas

County of Grayson

This instrument was acknowledged before me on this 7th day of May, 2013, by COOPER B. STEWART, General Partner of C W STEWART FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said partnership.



Amber Gullidge
Notary Public - State of Texas

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 131483 SUBCONTRACTOR: MARIO TOBAR DATE ISSUED: 9/03/2013

PROJECT ADDRESS:	1205 E JONES ST	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONE ORD:	R-1 ONE FAMILY RESIDENTIAL
ISSUED TO:	MARIO TOBAR	CONTRACTOR:	MARIO TOBAR
ADDRESS:	1308 PINTAIL	ADDRESS:	1308 PINTAIL
CITY, ST ZIP:	SHERMAN TX 75092-4243	CITY, ST ZIP:	SHERMAN TX 75092-4243
PHONE:	903-816-0416	PHONE:	
PROP. USE:	ONE FAMILY RESIDENTIAL	SQ FT:	1,220.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 50,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

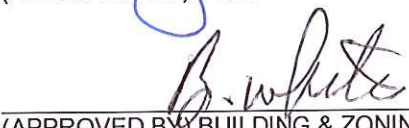
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

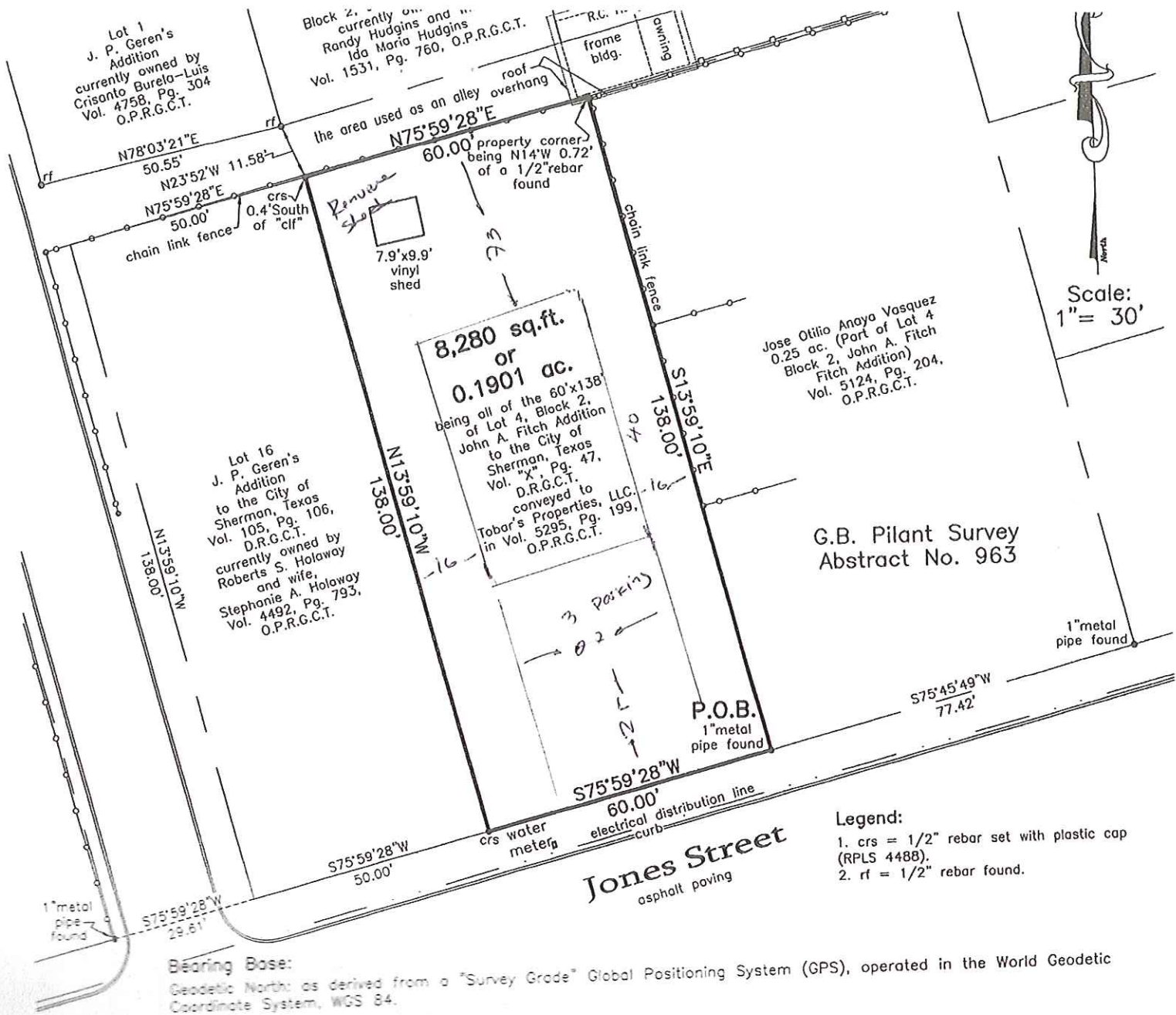
09/03/13
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

9/3/13
DATE


(APPROVED BY) BUILDING & ZONING

9/4/13
DATE



Owner: Tobar's Properties, LLC

Address: 1205 E. Jones Street
Sherman, Texas

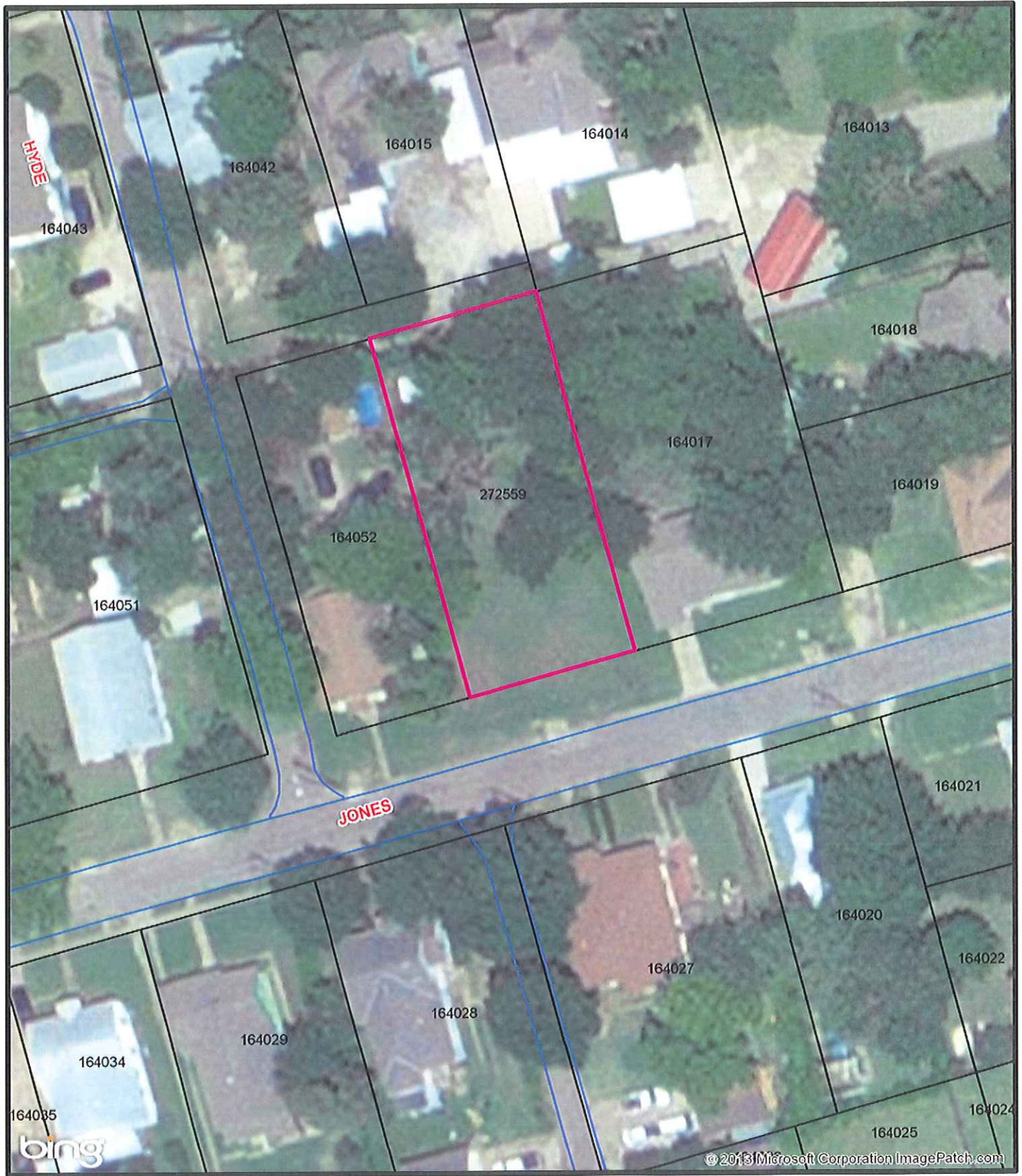
I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that the above plat was prepared from a survey made on the ground of a Part of Lot 4, Block 2, John A. Fitch Addition, to the City of Sherman, Texas, as per plat of record in Volume "X", Page 47, Deed Records, Grayson County, Texas and being more particularly described by field notes attached herewith.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Effective Date: September 29, 2010.

This survey was prepared for the sole benefit of the transaction (construction loan) by and between the Owner stated heron and the Owner's Lender/Mortgage Co. and Abstract/Title Co., and is null and void for any other transactions. Any other use of this survey without the sole consent of the undersigned surveyor is prohibited, and would infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

1205 E. Jones Street





1205 E. Jones Street

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



1 inch = 47 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 10/21/2013

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5818**

Authorizing the Purchase of a 2014 Autocar Front Load Truck Chassis for the Solid Waste Services Department from Chastang's Bayou City Autocar through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new commercial solid waste front load truck chassis through the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 622, a 2001 year model front load commercial solid waste truck. This is the oldest front load truck in the Solid Waste Services Department's fleet.

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 Autocar chassis will be purchased from Chastang's Bayou City Autocar for \$157,972.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2013-2014 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Autocar chassis through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5818

2014 FL Chassis Quote

Interlocal Agreement for BuyBoard

RESOLUTION NO. 5818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2014 AUTOCAR FRONT LOAD TRUCK CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG'S BAYOU CITY AUTOCAR 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 Chastang's Bayou City Autocar, through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2014 Autocar front load truck chassis, at a total price of One Hundred Fifty Seven Thousand Nine Hundred Seventy Two Dollars and No Cents (\$157,972.00), in accordance with the provisions of the BuyBoard proposal and 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. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2013-2014 budget.

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 _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BuyBoard

End User: City of Sherman	Date Prepared: 09/24/2013
----------------------------------	----------------------------------

Product Description				2014 Autocar suitable for a front load refuse body			
..							
A: Base Price in Bid/Proposal Number: 358-10			Series:		2		\$ 110,122.00
B: Options:							
DESCRIPTION		AMOUNT		DESCRIPTION		AMOUNT	
Cummins ISL eng. w/1250 # torque		\$11,125.00		5 Year Cummins warranty		\$ 2,895.00	
Adapter for front PTO		\$ 876.00		Tilt steering wheel		\$ 360.00	
Air conditioning		\$ 1,352.00		5 Year transmission warranty		\$ 2,021.00	
22,000 # front springs		\$ 488.00		1/4" frame liner		\$ 1,730.00	
46,000 # rear axle		\$ 3,926.00		Air tanks inside frame rails		\$ 188.00	
Full locking differential		\$ 966.00		ACX cab		\$ 3,937.00	
207" Wheelbase		\$ 712.00		AM/FM CD radio		\$ 431.00	
62" Frame overhang		\$ 363.00		Central manifold air drain system		\$ 120.00	
18" Steering wheel		\$ 71.00		Heated fuel/water seperator		\$ 264.00	
Two stage air cleaner		\$ 386.00		Dual heated moto mirrors		\$ 551.00	
Aluminum rear wheels		\$ 2,387.00		90 days floorplan interest		\$ 3,420.00	
Aeon load cushion on front axle		\$ 360.00		Front cab guard		\$ 528.00	
Allison 4500RDS 6-spd automatic		\$ 7,480.00		Aluminum front wheels		\$ 513.00	
Subtotal Column 1		\$ 30,492.00		Subtotal Column 2:		\$ 16,958.00	
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")						\$ 47,450.00	

C: Subtotal of A + B	\$ 157,572.00
----------------------	---------------

D: Quantity ordered	\$ 1.00	x C	\$ 157,572.00
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E: BUYBOARD FEE	\$ 400.00
------------------------	-----------

F: TOTAL PURCHASE PRICE INCLUDING (D+E)	Pricing good until 11-23-13	\$ 157,972.00
--	-----------------------------	---------------

To Order: Fax Purchase Order To : 713-678-5001 Attn: John Chastang	
or E-Mail to : jnchastang@chastangford.com	
Approx. Delivery : 90-120 Days to body company	

Chastang's Bayou City Autocar
P.O.Box 21127
Houston, Tx. 77226

John C. Chastang
800-856-9462

Fax: 713-678-5001

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUL 15 2002
for the
Texas Local Government Purchasing Cooperative

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.
4. Payments.
- 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.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. Cooperative Reporting. The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. Administration. Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
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

1. Authorization to Participate. Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. Bylaws. The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. Compensation. The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. Cooperation and Access. The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

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.

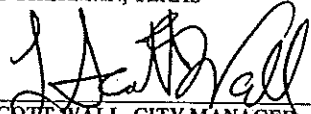
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-18-02
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

City Council Regular Meeting

Agenda Item No. C. 6.

Meeting Date: 10/21/2013

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5819**

Authorizing the Purchase of a New Heil Full Eject Front Load Truck Body for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new commercial solid waste front load truck body from the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 622, a 2001 year model front load commercial solid waste truck. This is the oldest front load truck in the Solid Waste Services Department's fleet.

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 truck body will be purchased from Heil of Texas for \$104,864.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2013-2014 Solid Waste Services Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Heil truck body through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5819

2014 FL Body Quote

BuyBoard Agreement

RESOLUTION NO. 5819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS 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, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Heil full eject front load truck body, at a total price of One Hundred Four Thousand Eight Hundred Sixty Four Dollars and No Cents (\$104,864.00), in accordance with the provisions of the BuyBoard proposal and 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. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2013-2014 budget.

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 _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

09/20/2013

Customer:	CITY OF	SHERMAN, TEXAS	REFUSE
Product Description:	HEIL	HEIL #HHP-28 YD. FULL EJECT FRONT LOAD BODY	
A: Base Price in Bid/Proposal Number	357-10	Series 37 =>	\$ 100,550.00
B: Published Options [Itemize each item below]			
Front Mount Vane Pump	\$ 3,824	AWT-3rd EYE Single Rear Camera	\$ 1,695
Dual LED Container /Hopper/ Work Lig	\$ 525	Factory Mount	INCL
Mud flaps -ahead of rear wheels	\$ 200	Tool Box (bumper mtd.)	\$ 685
Visibilty LED Light Package	\$ 1,615	Addtl. (6) mos. Extended Warranty	INCL
Dual 20 lb. Fire Extinguisher	\$ 450	Back Up- Body Assist Lights	\$ 450
Body Service Hoist	\$ 3,950	Dual LED Container Work Lights	\$ 525
Subtotal Column 1: \$ 10,564		Subtotal Column 2: \$ 3,355	
Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")			\$ 13,919.00
C: Subtotal of A + B =>	\$ 114,469.00		
D: Unpublished Options [Itemize each item below]		Unpublished =	0.01 %
Air Canopy -w/ Side body Switch	\$ 1,495		
	\$ -		
	\$ -		
	\$ -		\$ -
	\$ -		\$ -
Subtotal Column 1: \$ 1,495		Subtotal Column 2: \$ -	
Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2")			\$ 1,495.00
E: Contract Pride Adjustment {If any, explain here}	GOOD CUSTOMER DISCOUNT	\$ -	(\$11,500.00)
F: Total of C + D + E {Not including H-GAC Fee} =>	\$ 104,464.00		
G: Quantity Ordered {Units x F} =>	# of Units 1	\$ 104,464.00	
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} =>	\$ 104,864.00		

1440 S. Loop 12
Irving, TX 75060
www.heiloftexas.com

Tom Hafer
Heil of Texas
972-438-6488

09/20/2013

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT **RECEIVED JUL 15 2002**
for the
Texas Local Government Purchasing Cooperative

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.
4. Payments.
- 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.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. Cooperative Reporting. The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. Administration. Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
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

1. Authorization to Participate. Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. Bylaws. The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. Compensation. The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. Cooperation and Access. The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

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.
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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.
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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.

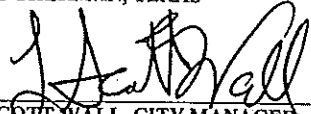
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-18-02
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

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 10/21/2013

Prepared By: Mark Gibson, Director of Engineering & Utilities

Approved By: George Olson, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Installation of Previously Acquired Water Meters

Issue:

Request to advertise for the installation of previously purchased water meters at eight City pump stations

Background:

The City has acquired water meters to be installed at various pump stations throughout the City. A Contractor will be retained to provide installation services for the nine large water meters at eight pump stations.

Origination:

Utilities Administration

Financial Consideration:

The cost of advertising is estimated to be less than \$200.00.

Staff Recommendation:

It is recommended that the Request to Advertise be approved.

Alternatives:

As may be directed by the City Council



City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 10/21/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Keep Sherman Beautiful Commission (2)

Issue:

There are two vacancies on the Keep Sherman Beautiful Commission. Council Members have appointed five members to the Commission. Dusty Payne has submitted an application for service.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with Mayor Cary Wacker.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider an application for the Commission.

Alternatives:

The Council could choose not to make an appointment to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Dusty Payne Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: SEE NOTE BELOW*

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jennifer Thompson	4			1	2 Year Term
Michael Deen	2			1	2 Year Term
Karen Tooley	4			1	2 Year Term
Lauren Roth	4			1	2 Year Term
Angela Krieger	1			1	2 Year Term
Vacant					2 Year Term
Vacant					2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

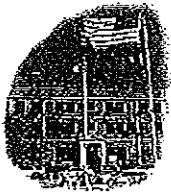
APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 2

Applicant	Address	District	Qualifications
Dusty Payne	1402 E. Houston	3	Emerson Process Management/ Fisher Controls

COMMENTS:



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: James Dusty Payne Dusty Payne
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Keep Sherman Beautiful Committee

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1402 E. Houston
Mailing Address: P.O. Box 3468 Sherman 75091
Telephone: 903-821-7806 Fax: _____
E-Mail: dusty.payne@emerson.com
Sherman Resident for 21 years County: Grayson
Drivers License No.: TX 06890122
Voter Registration No.: DD 20050479 ✓

Occupational Information

Business Name: Emerson Process Management / Fisher Controls
Occupation: Human Resources Manager
Address: 4026 S. Hwy 75 Sherman, TX 75090
Telephone: 903-868-3222 Fax: 903-868-3314
E-Mail: dusty.payne@emerson.com

Which Council District do you live in? (see attached map) 3 ✓ ? voting district 101 no map attached

Prior work experience: (please include dates)

Payne Supermarket 1970-1989, Rock-Tenn Company 1989-1992, Pilkington /
Libbey Owens Ford 1992-2001, Temple-Inland 2001-2002, Emerson Process
Management / Fisher Controls 2002-Present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1970
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: East Texas State University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

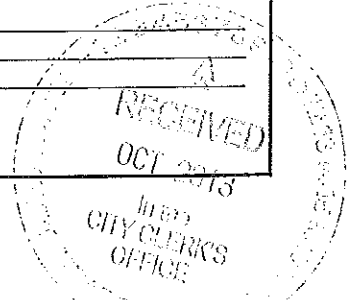
President Caddo Mills Jaycees, CIMISO School Board member, Identification Committee, Athletic Club,
Volunteer Fire Dept, Industrial Board, Jr High Youth Leader Faith Bible Church - Ad in Caddo Mills 1970-1989
Red River Marching Drummer 1983-85 / United Way Board 1991-92 / Junior Achievement 1997,
Child and Family Guidance Center Board 2003-2009

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No



Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

As a Human Resources Manager, when I recruit people, I try to "sell" Sherman to them as a great place to live. Their first impression is important. As a resident of Sherman, I want the city to look the best possible as well.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Roadside of Hwy 75 need to be kept mowed, more flowers, trees or shrub added. That is a first impression - work with the Highway Dept on the City to help.

2) The older buildings that lead to downtown or that are in downtown that need a facelift... We would have to discuss what we can do about this. Get industries involved also.

3) Come up with a unique idea that sets Sherman apart from all other cities and market that idea. The committee would have to brainstorm ideas.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Past experience on committees

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: Just talked with Carry about it.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Betsy Payne Date: 10-7-13

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. L.

Meeting Date: 10/21/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2013 Council Calendar

2013

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

FEBRUARY						
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MARCH						
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31						

APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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29	30	31				

03/13/2013	12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates
04/26/2013	Called Budget Planning Meeting in Council Chambers
06/19/2013	Called Budget Workshop in Council Chambers
06/20/2013	Second Day of Budget Workshop Cancelled
07/01/2013	Council Meeting Cancelled

09/02/2013	Labor Day/Called Council Meeting on 09/03/2013
09/09/2013	12 noon Called Joint Meeting with SEDCO Board (also Intro & Adoption of Annexation Ordinance for 63.757 acres at SW Corner of FM 1417/Heritage Parkway & FM 691)
11/05/2013	Regular Municipal Election (Council Member Districts 1 and 3)