

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, DECEMBER 2, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 18, 2024.**

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. 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

Special Presentations

D.1. PRESENTATION OF LIFE SAVING AWARDS

To Present Sherman Police Department's Officer Tyler Carroll, Officer Paul Yarwood, and Sergeant Ian Oden with Life Saving Awards.

Resolutions

E.1. RESOLUTION NO. 7447

Approving Southern Paramedic Service, Inc. to Provide Ambulance Services in the City of Sherman, Texas

E.2. * RESOLUTION NO. 7448

Renaming Carter Court to Steamboat Drive

E.3. * RESOLUTION NO. 7449

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the Mid-America Regional Council (MARC) Purchasing Cooperative

E.4. * RESOLUTION NO. 7450

Authorizing the Purchase of Duty Ammunition and Training Ammunition from Gulf States Distributors for the Sherman Police Department.

E.5. *RESOLUTION NO. 7451

Repealing and Replacing Resolution No. 7362; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Bilingual Pay for and Firefighters and Police Officers; Providing for an Effective Date

E.6. * RESOLUTION NO. 7452

Authorizing the Execution of an Encroachment Agreement with 1876 Old Investment Properties, LLC for the Encroachment of an Existing Structure within Right-of-Way Established in Volume "B", Page 1, Deed Records, Grayson County, Texas

Payment Authorization

F.1. * PAYMENT AUTHORIZATION

Authorizing payment of \$120,073.27 for renewal of CentralSquare OneSolution software for Public Safety - Computer Aided Dispatch (CAD), Records Management System (RMS), and Animal Shelter

Consider Board/Commission Appointments

G.1. BOARD/COMMISSION APPOINTMENT

Animal Control Advisory Committee (1)

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

I.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a. Mustang Discussion

I.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a. Greater Texoma Utility Authority Board of Directors (1)

b. City Manager

I.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

I.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

I.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

COUNCIL CALENDAR

K.1. 2024 & 2025 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 (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Wednesday, November 27, 2024 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 27th day of November 2024. 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

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

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

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4

STATE OF TEXAS § November 18, 2024
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 Community Room of the Sherman Police Headquarters, 2600 W. Travis Street, on November 18, 2024.

**MEMBERS PRESENT: MAYOR DAVID PLYLER.
COUNCIL MEMBERS BARNETT, DOBBS, HOWETH, MARROQUIN,
STEVENSON.**

MEMBERS ABSENT: COUNCIL MEMBER HOLLAND.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:02 p.m. The Pledge of Allegiance and Invocation were led by Council Member Pam Howeth.

APPROVE MINUTES

**The Council reviewed the Minutes of the Regular City Council Meeting of November 4, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Barnett; All present voted AYE.
MOTION CARRIED.**

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Britton Brooks, local attorney, administered the Oath of Office to the following Mayor-elect position.

Mayor Shawn Teamann

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Council Member, At-Large, Place 1	Henry Marroquin
Council Member, At-Large, Place 2	Juston Dobbs

A Certificate of Election was presented to the newly sworn Mayor and Council Members. The new members were seated at the Council table.

MEMBERS PRESENT: Mayor Shawn Teamann.
Council Members Barnett, Dobbs, Howeth,
Marroquin, Stevenson.

MEMBERS ABSENT: Council Member Holland.

RECOGNITION OF MAYOR PLYLER

Robby Hefton, City Manager, presented a plaque to Mayor Plyler recognizing his service as City Council Member and Mayor. He served as Council Member from November 16, 2011 through

November 16, 2015; Deputy Mayor from November 17, 2014 through November 16, 2015; and Mayor from November 16, 2015 through November 18, 2024.

COUNCIL ELECTION OF DEPUTY MAYOR
ACTION TAKEN.

Motion by Council Member Marroquin to nominate Council Member Juston Dobbs to serve as Deputy Mayor from November 18, 2024 until November 4, 2025. Second by Council Member Stevenson.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

**DEPUTY MAYOR
ELECTION**

CITIZEN'S COMMENTS

COUNCIL QUESTIONS

Cub Scouts from Pack 7, Western Heights Church of Christ, were in attendance at the Council Meeting and each young man asked one question about a Council Member's service on the City Council. Brian Blagg was the Scout Master, and said they are earning their "My Community" patch and are learning about government.

Cub Scouts in attendance were Ian Rivas, Rhett Blagg, Ezra Thurston, Alexander Webster, Emmett Snodgrass, J.J. Smith, and Titus Cruz.

COUNCIL QUESTIONS

**APPEAL FROM THE HISTORICAL PRESERVATION BOARD
CONCERNING A FENCE AT 1323 SOUTH CROCKETT STREET**

Peter Tracy, 705 S. Valentine Street, address the appeal from the Historical Preservation Board concerning a fence at 1323 South Crockett Street, that will be discussed later in the meeting.

He asked how that segment of street had become a heritage district, when there are many houses that don't meet the description of a heritage residence. He said restrictions are being put on those residents to comply with what the "heritage people" want.

He said there are a lot of "stockade fences" in that district and the majority aren't painted at all. The requirement for the fence under appeal, is to be painted black or white.

He asked what could be done to eliminate these issues that the owners must deal with.

**APPEAL FOR FENCE
AT 1323 S. CROCKETT
STREET**

**APPEAL FROM THE HISTORICAL PRESERVATION BOARD
CONCERNING A FENCE AT 1323 SOUTH CROCKETT STREET**

Amy Hoffman-Shehan, 1503 S. Travis Street, and said the majority of the houses in the Heritage Row District don't have front yard fences, and most of the ones that do are either wrought iron or picket fences.

**APPEAL FOR FENCE
AT 1323 S. CROCKETT
STREET**

She said the fence under appeal doesn't compliment the architecture of the house that it is in front of, either by color or style.

She said the integrity of the neighborhood is preserved through the historical ordinance, and she asked that the appeal for the fence be denied.

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.

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

Mayor Teamann introduced Ordinance No. 6787 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6398, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE, MOTORCYCLE, BOAT, OR TRAILER SALES, NEW OR USED IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 5922 TEXOMA PARKWAY, CONSISTING OF 1.865 ACRES BEING A PART OF THE D.C. SHELP SURVEY, ABSTRACT NO. 1097 AND THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS 5922 TEXOMA PARKWAY, LLC (OWNER), SAEID TAGHVAEI (REPRESENTATIVE) AND BARRON-STARK ENGINEERS (SURVEYOR/ENGINEER), PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said this was a request for a Specific Use Permit for automobile sales at 5922 Texoma Parkway. The ordinance ties the SUP to the applicant, and is only for retail auto sales. The request was originally for auto sales and light mechanic work, but it was approved only for auto sales.

The Planning and Zoning Commission recommended approval and the staff has no objections to approval of the SUP.

No citizens appeared before the City Council to discuss Ordinance No. 6787.

Mayor Teamann introduced Ordinance No. 6788 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH OR

CONSENT AGENDA

ORD 6787
ZONE CHANGE
AUTO, MOTORCYCLE,
BOAT, TRAILER SALES
(5922 TEXOMA PKWY)

ORD 6788
ZONE CHANGE
CHURCH
(4800 TEXOMA PKWY)

OTHER PLACE OF WORSHIP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, SUITE 300, CONSISTING OF 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SCOTT CRESSWELL (OWNER), STEPHANIE BRISTER, BDG (REPRESENTATIVE) AND OLD REPUBLIC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this was for a Specific Use Permit for a church located at Midway Mall, at 4800 Texoma Parkway.

The Planning and Zoning Commission and the staff recommended approval of the SUP.

No citizens appeared before the City Council to discuss Ordinance No. 6788.

Mayor Teamann introduced Ordinance No. 6789 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING TWO (2) WATER MAIN EASEMENTS LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENTS ARE ESTABLISHED IN VOLUME 1147, PAGE 341 AND VOLUME 1166, PAGE 644 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ORD 6789
WATER MAIN
EASEMENTS

Wayne Lee, Director of Engineering, said there are two water main easements at the old Sher-Den Mall, on Texoma Parkway. The site is currently being redeveloped and the easements need to be abandoned for the developer to file a replat of the property.

No citizens appeared before the City Council to discuss Ordinance No. 6789.

The Public Hearing was closed.

Ordinance 6787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6398, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE, MOTORCYCLE, BOAT, OR TRAILER SALES, NEW OR USED IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 5922 TEXOMA PARKWAY, CONSISTING OF 1.865 ACRES BEING A PART OF THE D.C. SHELP SURVEY, ABSTRACT NO. 1097 AND THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085, CITY OF SHERMAN, GRAYSON COUNTY,

ORD 6787
ZONE CHANGE
AUTO, MOTORCYCLE,
BOAT, TRAILER SALES
(5922 TEXOMA PKWY)

TEXAS 5922 TEXOMA PARKWAY, LLC (OWNER), SAEID TAGHVAEI (REPRESENTATIVE) AND BARRON-STARK ENGINEERS (SURVEYOR/ENGINEER), PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Howeth verified that there will only be used cars for sale, not new cars.

Ordinance 6788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH OR OTHER PLACE OF WORSHIP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, SUITE 300, CONSISTING OF 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SCOTT CRESSWELL (OWNER), STEPHANIE BRISTER, BDG (REPRESENTATIVE) AND OLD REPUBLIC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6788
ZONE CHANGE
CHURCH
(4800 TEXOMA PKWY)

Deputy Mayor Dobbs asked about the other projects that were planned for the Mall. Mr. Rae said they have opened the first phase of the storage facility and a couple of the retail facilities are open. This church is another one of the tenants that has requested to locate in the Mall.

Ordinance 6789

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING TWO (2) WATER MAIN EASEMENTS LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENTS ARE ESTABLISHED IN VOLUME 1147, PAGE 341 AND VOLUME 1166, PAGE 644 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ORD 6789
WATER MAIN
EASEMENTS

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6787, 6788, and 6789, as presented. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782
(TABLED AT THE OCTOBER 21, 2024 CITY COUNCIL MEETING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.870 ACRES BEING LOT 1, LOT 2 AND LOT 3, ALVARADO ESTATES, IN THE ROBERT THOMPSON SURVEY, ABSTRACT 1200, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2901, 2909 AND 2913 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BELACOO, LLC (OWNER), JAY PESKUSKI (REPRESENTATIVE) AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6782
ZONE CHANGE
(2901, 2909, 2913
S. FIRST ST)

ACTION TAKEN.

Motion by Council Member Stevenson to remove Ordinance 6782, from table for discussion. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Mr. Rae said current zoning at the location is R-6, which would allow three, 60' lots. They are requesting a zone change to allow one additional lot.

The Planning and Zoning Commission recommended approval and the staff has no objections to approval of the zone change.

Tod Fields, Builder, General Manager for Owners, BELACOO, LLC
Mr. Fields appeared to answer any questions the Council might have on the proposed zone change.

Council Member Howeth asked why they wanted to change to 40' lots instead of 60' lots. Mr. Fields said they are within three feet of the original zoning working. There is a "cutout" on the south side of the property that houses a storage building. Because of the shape, two lots would be 60' but the third lot would be 57'.

He said they discussed requesting a variance, but the Planning and Zoning Commission recommended that they request the zone change.

Mr. Fields said they do not own the storage building, and would be within the proper setbacks from the building. The lot in question is currently vacant.

Council Member Barnett verified that they planned to construct 2,000 to 2,500 square foot single-family homes with two car garages on the property.

Mr. Fields said the property lines are straight, but the entire site “sits at an angle.”

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6782, as presented. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7432 -- ADOPTING A PUBLIC IMPROVEMENT DISTRICT POLICY, MUNICIPAL UTILITY DISTRICT POLICY AND TAX INCREMENT REINVESTMENT ZONE POLICY FOR THE CITY OF SHERMAN

RES 7432
PID, MUD, TIRZ
POLICY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A PUBLIC IMPROVEMENT DISTRICT POLICY, MUNICIPAL UTILITY DISTRICT POLICY, AND A TAX INCREMENT REINVESTMENT ZONE POLICY FOR THE CITY OF SHERMAN.

Mary Lawrence, Chief Financial Officer, said a Special District Subcommittee of the City Council, comprised of Juston Dobbs, Josh Stevenson, and Shawn Teamann, previously met to develop policies to aid decision-making for Public Improvement Districts, Municipal Utility Districts, and Tax Increment Reinvestment Zones.

She said the PID and MUD are financing tools used by developers to offset the cost of public improvements and levy an additional tax assessment on properties in the zone, and are used primarily for residential.

The TIRZ does not levy an additional tax, but incentivizes private investment by building public infrastructure that is lacking for development. The funding mechanism for the TIRZ is an increase in the property tax from new development in the zone. The TIRZ is largely a City-driven financing tool to fund public infrastructure and economic development in the zone.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7432, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7433 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WALL CONTRACTORS, LLC BASED ON AN INVITATION TO BID FOR THE STREET PAVEMENT REHABILITATION PROGRAM -- CHERRY ST. FROM S. EAST ST. TO S. GRAND AVE. PROJECT

RES 7433
STREET PAVEMENT
PROJECT -
CHERRY STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WALL CONTRACTORS, LLC BASED ON AN INVITATION TO BID FOR THE STREET PAVEMENT

REHABILITATION PROGRAM – CHERRY ST. FROM S. EAST ST. TO S. GRAND AVE. PROJECT.

Mr. Lee said this resolution awards a contract to Wall Contractors for the Cherry Street Reconstruction Project. The project includes the demolition of the existing street paving, reconstructing new curb and gutter, and drive approaches. An in-house crew will complete new asphalt.

The City received four bids, with the lowest bid being from a company that has only been in business since February 2024 and incorporated in July 2024. After review, the staff didn't feel the company had enough experience working on a high profile street project in a well established residential neighborhood.

They are recommending the second low bidder for a bid of \$995,128.75, which is 10.52% higher than the low bid. Construction should start in January 2025 and should take about seven months.

Council Member Marroquin asked if the project included sidewalks. Mr. Lee said sidewalks would be a separate project. Council Member Howeth said originally Council was told it would include sidewalks.

Clint Philpott, Assistant City Manager, said he understood that this portion would be bid first, to see if there was enough money to also complete the sidewalks. The project was originally the mill and overlay of the street, with in-house crews. When it was determined that there was concrete under the street base, the scope of the project changed.

Money has been moved around to complete this portion of the project and they are waiting to see the final cost to determine if sidewalks can also be done.

Council Member Howeth addressed a letter that was sent to residents, and she thought it included the sidewalk project. She wanted to be sure that was completed, even if it was a separate project.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7433, as presented. Second by Council Member Marroquin. VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7434 -- AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY FOR A LICENSE ON PROPERTY OWNED BY THE CITY OF SHERMAN LOCATED AT THE 2400 BLOCK OF S. EAST STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THREE OAKS DEVELOPMENT AND

**RES 7434
THREE OAKS
DEVELOPMENT
(2400 BLOCK
S. EAST ST)**

CONSTRUCTION COMPANY FOR A LICENSE AGREEMENT FOR THE USE OF CITY-OWNED PROPERTY AT THE 2400 BLOCK SOUTH EAST STREET RELATED TO THE DEVELOPMENT OF THREE OAKS AND SHARK TOOTH PARK.

Mr. Rae said this agreement would allow Three Oaks Development to use a portion of City-owned property for their maintenance yard, as they finish off their development, and also begin development of the first phase of Shark Tooth Park.

They have experienced some theft at the site and would like to secure it with a fence around the site, and use the 900 square foot building located on the property.

The building currently doesn't have air conditioning, and as part of the agreement, they would be required to bring it up to code. They would also be required to maintain the area, as well as Shark Tooth Park.

Mr. Rae said the agreement would be for one year and could be extended for a second year. After that, market rate lease terms would apply, if extended.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7434, as presented. Second by Council Member Marroquin.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7435 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH VIKING PAINTING LLC, FOR THE STEPHENS PS AND GST FACILITY IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH VIKING PAINTING LLC, FOR THE STEPHENS PS AND GST FACILITY IMPROVEMENTS.

**RES 7435
STEPHENS GROUND
STORAGE TANK**

Mr. Lee said this award of bid was to Viking Painting for painting of the Stephens Pump Station and the Ground Storage Tank. After inspection, it was found that the Ground Storage Tank also had a leak.

The project consists of sand blasting and painting the exterior and interior of the tank, replacing two pumps and motors and associated check and gate valves, new exterior drain pipe, replacement of safety components, ladder and access hatch, tank lighting, and recoating exterior piping and valves.

There were two bidders with the lowest, responsible, responsive bid submitted by Viking Painting, in the amount of \$1,499,000. Work should begin in January or February 2025 and take about five months to complete.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7435, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7436 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD HIGH SCHOOL MULTI-PURPOSE STADIUM

RES 7436
SHS STADIUM
PLAN REVIEW

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AUTHORIZING EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD HIGH SCHOOL MULTI-PURPOSE STADIUM.

CONSENT AGENDA.

RESOLUTION NO. 7437 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR THE PURCHASE OF MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS

RES 7437
FLEET PURCHASES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR THE PURCHASE OF MULTIPLE FLEET VEHICLES.

CONSENT AGENDA.

RESOLUTION NO. 7438 -- AUTHORIZING THE EXECUTION OF ENCROACHMENT AGREEMENT WITH DON CHESSER FOR THE ENCROACHMENT OF AN EXISTING DETACHED GARAGE WITHIN A 20-FOOT UTILITY EASEMENT ESTABLISHED BY ORDINANCE NO. 6786 AND FILED IN INSTRUMENT NO. 2024-30665, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 914 EAST THOMAS STREET IN THE CITY OF SHERMAN

RES 7438
ENCROACHMENT
FOR DETACHED
GARAGE IN
UTILITY EASEMENT
(914 E. THOMAS ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO DON CHESSER FOR THE ENCROACHMENT OF AN EXISTING DETACHED GARAGE WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN ORDINANCE NO. 6786 AND FILED IN INSTRUMENT NO. 2024-30665, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 914 EAST THOMAS STREET IN THE CITY OF SHERMAN.

CONSENT AGENDA.

RESOLUTION NO. 7439 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WALL CONTRACTORS, LLC FOR PECAN GROVE EAST PARK IMPROVEMENTS

RES 7439
PECAN GROVE
EAST PARK
IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING

EXECUTION OF A CONTRACT WITH WALL CONTRACTORS, LLC
FOR THE PECAN GROVE EAST PARK IMPROVEMENTS PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 7440 -- APPROVING THE GREATER TEXOMA
UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH RED
RIVER CONSTRUCTION COMPANY, FOR THE SHERMAN WTP -
SEDIMENTATION BASIN MECHANISM REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY
AUTHORITY'S INTENTION TO CONTRACT WITH RED RIVER
CONSTRUCTION COMPANY, FOR THE SHERMAN WTP
SEDIMENTATION BASIN MECHANISM REPLACEMENT.
CONSENT AGENDA.

RES 7440
WTP SEDIMENTATION
BASIN MECHANISM
REPLACEMENT

RESOLUTION NO. 7441 -- CASTING VOTES TO ELECT A
CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON
CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO
SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL
DISTRICT BOARD OF DIRECTORS.
CONSENT AGENDA.

RES 7441
GRAYSON APPRAISAL
DISTRICT
APPOINTMENT

RESOLUTION NO. 7442 -- AUTHORIZING THE PURCHASE OF
SIXTEEN NEW SOLAR STREET LIGHTS FROM FONROCHE
LIGHTING AMERICA THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF SOLAR
STREET LIGHTS FROM FONROCHE LIGHTING AMERICA
THROUGH BUYBOARD.
CONSENT AGENDA.

RES 7442
SOLAR STREET
LIGHTS

RESOLUTION NO. 7443 -- AUTHORIZING THE PURCHASE AND
INSTALLATION OF A MODULAR BUILDING AT THE WWTP FROM
PALOMAR MODULAR BUILDINGS THROUGH THE PURCHASING
COOPERATIVE BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE AND
INSTALLATION OF A MODULAR BUILDING AT THE WWTP FROM
PALOMAR MODULAR BUILDINGS THROUGH THE PURCHASING
COOPERATIVE BUYBOARD.
CONSENT AGENDA.

RES 7443
WWTP MODULAR
BUILDING

RESOLUTION NO. 7444 -- AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT
OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE AT 620 SOUTH FIRST
STREET WITHIN THE CITY OF SHERMAN REINVESTMENT ZONE,
NUMBER 10 (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT
OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE AT 620 SOUTH FIRST

RES 7444
RESIDENTIAL TAX
ABATEMENT
(620 S. FIRST ST)

STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE,
NUMBER TEN (#10).
CONSENT AGENDA.

RESOLUTION NO. 7445 -- AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&O HOME BUILDERS FOR THE ABATEMENT
OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE AT 401 EAST WILSON
AVENUE WITHIN THE CITY OF SHERMAN REINVESTMENT ZONE,
NUMBER 10 (#10)

RES 7445
RESIDENTIAL TAX
ABATEMENT
(401 E. WILSON AVE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT
OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE AT 401 EAST WILSON
AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE,
NUMBER TEN (#10).
CONSENT AGENDA.

RESOLUTION NO. 7446 -- AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT
OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE AT 405 EAST WILSON
AVENUE WITHIN THE CITY OF SHERMAN REINVESTMENT ZONE,
NUMBER 10 (#10)

RES 7446
RESIDENTIAL TAX
ABATEMENT
(405 E. WILSON AVE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN
AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT
OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION
OF A NEW SINGLE-FAMILY RESIDENCE AT 405 EAST WILSON
AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE,
NUMBER TEN (#10).
CONSENT AGENDA.

OTHER BUSINESS

1323 SOUTH CROCKETT STREET (Project No. 24-004616)
(APPEAL FROM HISTORICAL PRESERVATION BOARD 10/1/2024)
(TABLED AT THE NOVEMBER 4, 2024 CITY COUNCIL MEETING)
THE REQUEST OF JACQUELINE MOORE (OWNER), JOE HALL
(REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC.
(SURVEYOR) CONCERNING THE PROPERTY AT 1323 SOUTH
CROCKETT STREET, CONSISTING OF 0.236 ACRES, BEING A
PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56,
BEING A PART OF LOT 62, OF M.B. MOORE'S ADDITION

HISTORICAL
PRESERVATION
BOARD APPEAL
FENCE AT 1323
S. CROCKETT ST
(APPEAL DENIED)

ACTION TAKEN.

Motion by Council Member Stevenson to remove the request
for an Appeal from the Historical Preservation Board decision,
concerning a fence at 1323 South Crockett Street, from table
for discussion. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin,
Stevenson.

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Mr. Rae said this item was tabled at the last City Council Meeting. The Council was given four options, to approve the appeal allowing the fence to remain; deny the appeal, which would uphold the Historical Preservation Board's ruling that the fence could remain at 36" high, and painted black or white; deny the request altogether, because the fence was constructed without a permit; or create different conditions in which the fence would be allowed. At the last meeting, the Council chose the fifth option, to table the issue.

Mr. Rae listed the types of fences that are in use along Heritage Row, including eight that are in the front yards. No other houses on Heritage Row have a ranch style fence like the one in question.

Mayor Teamann asked if the 50" ranch style fence would comply with the City's requirements for a front yard fence. Mr. Rae said even if it was not in the Historical District, it still wouldn't comply because of the height. The maximum height is 4' tall, and must have 50% opening. He said it also probably wouldn't meet the 50% opening requirement. If they complied with what the Historical Preservation Board approved, then it would be in compliance.

ACTION TAKEN.

Motion by Council Member Stevenson to deny the request for an appeal of the Historical Preservation Board ruling. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Marroquin, Stevenson.

VOTING NAY: None.

ABSTAIN: Howeth.

MOTION CARRIED TO DENY THE APPEAL.

Ryan Pittman, City Attorney, verified that the motion was to deny the appeal and set aside the action of the Historical Preservation Board, thus requiring the property owner to start over.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

MAIN STREET ADVISORY BOARD (4)

Council Members decided they wanted to discuss appointments to the Main Street Advisory Board during Executive Session.

MAIN STREET
ADVISORY BOARD

COUNCIL AUDIT COMMITTEE (3)

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Shawn Teamann, Juston Dobbs, and Daron Holland to the Council Audit Committee, for a term from November 19, 2024 to November 2025. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL AUDIT
COMMITTEE

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #2 (3)

INVESTMENT
COMMITTEE,
TAX REINVESTMENT

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Juston Dobbs and Pam Howeth to the Investment Committee, for a term from November 19, 2024 to November 2025; to appoint Josh Stevenson and Henry Marroquin to the Tax Reinvestment Committee, for a term from November 19, 2024 to November 2025; and to appoint Shawn Teamann, Pam Howeth, and Daron Holland to the Tax Increment Financing Board #2, for a term from November 19, 2024 to November 2025. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

COMMITTEE,
TAX INCREMENT
FINANCING BOARD

TAX INCREMENT REINVESTMENT ZONE #5 (3)

TIRZ #5

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Shawn Teamann, Juston Dobbs, and Josh Stevenson to the Tax Increment Reinvestment Zone #5, for a term from November 19, 2024 to November 2025. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

TAX INCREMENT REINVESTMENT ZONE #6 (3)

TIRZ #6,

TAX INCREMENT REINVESTMENT ZONE #7 (5)

TIRZ #7

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Shawn Teamann, Pam Howeth, and Josh Stevenson to the Tax Increment Reinvestment Zone #6, for a term from November 19, 2024 to November 2025; and to appoint Shawn Teamann, Pam Howeth, Daron Holland, Josh Stevenson, and Juston Dobbs to the Tax Increment Reinvestment Zone #7, for a term from November 19, 2024 to November 2025. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

TAX INCREMENT REINVESTMENT ZONE #8 (3)

TIRZ #8,

TAX INCREMENT REINVESTMENT ZONE #9 (3)

TIRZ #9

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Clay Barnett, Juston Dobbs, and Henry Marroquin to the Tax Increment Reinvestment Zone #8, for a term from November 19, 2024 to November 2025; and to appoint Clay Barnett, Juston Dobbs, and Henry Marroquin to the Tax Increment Reinvestment Zone #9, for a term from November 19, 2024 to November 2025. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

TEXOMA COUNCIL OF GOVERNMENTS GOVERNING BODY (1)
ACTION TAKEN.

TCOG

Motion by Deputy Mayor Dobbs to appoint Clay Barnett to the Texoma Council of Governments Governing Body, for a term beginning November 19, 2024. Second by Council Member Stevenson.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

COUNCIL COMMENTS

- Welcoming Shawn Teamann as Mayor and looking forward to working with him. (Clay Barnett, Henry Marroquin, Pam Howeth, Josh Stevenson, Juston Dobbs)
- Complimented those participating in the Veteran's Day Parade. (Pam Howeth)
- Thanked Mayor Plyler for his years of service and recognized the growth that Sherman has seen under his tenure. (Josh Stevenson)
- Thanks to the citizens, his family, and the staff. Looks forward to serving as Mayor. (Shawn Teamann)

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

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --

SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

- A) Sherman Economic Development Corporation (2)
- B) City Manager

TEX. GOV'T CODE § 551.076 –

DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –

DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

TEXAS GOV'T CODE § 551.089 --

DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:57 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:29 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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

MAIN STREET ADVISORY BOARD (4)

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Sarah Pierce, Janie Bates, Paul Manley, and Regina Roberts to the Main Street Advisory Board, for a term from November 19, 2024 to November 19, 2026. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

**MAIN STREET
ADVISORY BOARD**

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD
OF DIRECTORS (2)**

SEDCO

ACTION TAKEN.

Motion by Deputy Mayor Dobbs to reappoint Jason Brumm and Dr. Al Hambrick to the Sherman Economic Development Corporation Board of Directors, for a term from October 1, 2024 to October 1, 2027, and to appoint Josh Stevenson as an ex-officio member. Second by Council Member Stevenson.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

CITY MANAGER

**CITY MANGER
SEARCH TIMELINE**

ACTION TAKEN.

Motion by Council Member Stevenson to approve the search timeline for the City Manager position, after the retirement of Robby Hefton, City Manager. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Council Sub-Committee of Shawn Teamann, Clay Barnett, and Pam Howeth, for the search for the City Manager position. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:32 p.m.

MAYOR

CITY CLERK



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 12/2/2024

Prepared By:

Approved By:

Caption:

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

Issue:

E. 2. * RESOLUTION NO. 7448

Renaming Carter Court to Steamboat Drive

E. 3. * RESOLUTION NO. 7449

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the Mid-America Regional Council (MARC) Purchasing Cooperative

E.4. * RESOLUTION NO. 7450

Authorizing the Purchase of Duty Ammunition and Training Ammunition from Gulf States Distributors for the Sherman Police Department.

E. 5. * RESOLUTION NO. 7451

Repealing and Replacing Resolution No. 7362; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Bilingual Pay for and Firefighters and Police Officers; Providing for an Effective Date

E. 6. * RESOLUTION NO. 7452

Authorizing the Execution of an Encroachment Agreement with 1876 Old Investment Properties, LLC for the Encroachment of an Existing Structure within Right-of-Way Established in Volume "B", Page 1, Deed Records, Grayson County, Texas

F. 1. * PAYMENT AUTHORIZATION

Authorizing payment of \$120,073.27 for renewal of CentralSquare OneSolution software for Public Safety - Computer Aided Dispatch (CAD), Records Management System (RMS), and Animal Shelter

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 12/2/2024

Prepared By: Tamara Grisolia, Administrative Secretary

Approved By: Robby Hefton, City Manager

Caption:

Presentation of Life Saving Awards

To Present Sherman Police Department's Officer Tyler Carroll, Officer Paul Yarwood, and Sergeant Ian Oden with Life Saving Awards.

Issue:

To Present Sherman Police Department's Officer Tyler Carroll, Officer Paul Yarwood, and Sergeant Ian Oden with Life Saving Awards.

Background:

On Monday, August 19, 2024, officers were dispatched to a single vehicle accident with severe injuries to the driver, the only occupant of the vehicle. Officer Tyler Carroll assisted EMS personnel with life-saving measures while on the scene. Sherman Fire Chief Billy Hartsfeld stated Officer Carroll continued pressure on the severed carotid artery even while transport to Texoma Medical Center took place. The victim was immediately taken to surgery and was later reported to have survived the wounds and surgery and is recovering well.

Officer Carroll's actions not only prolonged the life of the victim, but directly contributed to the saving of a human life.

In recognition of his actions for the saving of a human life, Officer Tyler Carroll is hereby awarded the Sherman Police Department Life Saving Award.

On August 20, 2024, officers were dispatched to a 67-year-old female who was unresponsive and not breathing in her vehicle. Officer Ian Oden arrived and assisted with removing the female from the vehicle and immediately began administering chest compressions. Officer Paul Yarwood arrived a short time later and relieved Officer Oden and continued with chest compressions. The female was taken to Sherman Medical Center where she received medical treatment and was expected to recover.

The quick and effective application of CPR by Officer Oden and Officer Yarwood was crucial in maintaining her life until emergency medical services arrived. The officers, with their thorough training in emergency response, remained calm under pressure. They also reflected the value of bravery and selflessness that our community holds in the highest regard.

Their commitment to duty and unwavering resolve in a life-threatening situation are qualities that make them deserving candidates for the Sherman Police Department Life Saving Award.

Officer Paul Yarwood and Sergeant Ian Oden are hereby awarded the Sherman Police Department Life Saving Award.

Origination:

Sherman Police Department

Financial Consideration:

None

Staff Recommendation:

To recognize these individuals

Alternatives:

Attachments:

1. Officer Tyler Carroll Life saving Award
2. Officer Paul Yarwood Life Saving Award
3. Sergeant Ian Oden Life Saving Award

SHERMAN POLICE DEPARTMENT

awards the
Life Saving Award



to

Officer Tyler Carroll

On Monday, August 19, 2024, officers were dispatched to a single vehicle accident with severe injuries to the driver, the only occupant of the vehicle. Officer Tyler Carroll assisted EMS personnel with life-saving measures while on the scene. Sherman Fire Chief Billy Hartsfeld stated Officer Carroll continued pressure on the severed carotid artery even while transport to Texoma Medical Center took place. The victim was immediately taken to surgery and was later reported to have survived the wounds and surgery and is recovering well.

Officer Carroll's actions not only prolonged the life of the victim, but directly contributed to the saving of a human life.

In recognition of his actions for the saving of a human life, Officer Tyler Carroll is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 11th day of November, 2024, by

A handwritten signature in blue ink, appearing to read 'Jason Jeffcoat', written over a horizontal line.

Jason Jeffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the
Life Saving Award



to

Officer Paul Yarwood

On August 20, 2024, officers were dispatched to a 67-year-old female who was unresponsive and not breathing in her vehicle. Officer Ian Oden arrived and assisted with removing the female from the vehicle and immediately began administering chest compressions. Officer Paul Yarwood arrived a short time later and relieved Officer Oden and continued with chest compressions. The female was taken to Sherman Medical Center where she received medical treatment and was expected to recover.

The quick and effective application of CPR by Officer Oden and Officer Yarwood were crucial in maintaining her life until emergency medical services arrived. The officers, with their thorough training in emergency response remained calm under pressure. They also reflected the value of bravery and selflessness that our community holds in the highest regard.

Their commitment to duty and unwavering resolve in a life-threatening situation are qualities that make them deserving candidates for the Sherman Police department Life Saving Award.

Officer Paul Yarwood is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 11th day of November, 2024, by

Jason Jeffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the
Life Saving Award



to

Officer Ian Oden

On August 20, 2024, officers were dispatched to a 67-year-old female who was unresponsive and not breathing in her vehicle. Officer Ian Oden arrived and assisted with removing the female from the vehicle and immediately began administering chest compressions. Officer Paul Yarwood arrived a short time later and relieved Officer Oden and continued with chest compressions. The female was taken to Sherman Medical Center where she received medical treatment and was expected to recover.

The quick and effective application of CPR by Officer Oden and Officer Yarwood were crucial in maintaining her life until emergency medical services arrived. The officers, with their thorough training in emergency response, remained calm under pressure. They also reflected the value of bravery and selflessness that our community holds in the highest regard.

Their commitment to duty and unwavering resolve in a life-threatening situation are qualities that make them deserving candidates for the Sherman Police department Life Saving Award.

Officer Ian Oden is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 11th day of November, 2024, by


Jason Jeffcoat, Chief of Police



City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 12/2/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7447

Approving Southern Paramedic Service, Inc. to Provide Ambulance Services in the City of Sherman, Texas

Issue:

Issuing Letter of Approval to Southern Paramedic Service, Inc. for the Provision of Ambulance Services in the City of Sherman, Texas

Background:

Southern Paramedic Service, Inc. seeks to provide emergency medical services in the City. According to Texas Health and Safety Code Section 773.0573, Southern Paramedic Service, Inc. must obtain a letter of authorization from the City Council before it can be authorized to operate in the City. To issue the letter, the City Council must find that (1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality; (2) the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality; and (3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality. City staff agrees with all these required findings and is recommending approval.

Origination:

Southern Paramedic Service, Inc.
Sherman Fire Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval

Alternatives:

None

Attachments:

1. Resolution No. 7447
2. Memo

RESOLUTION NO. 7447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING SOUTHERN PARAMEDIC SERVICE, INC. TO PROVIDE AMBULANCE SERVICES IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor is authorized to approve Southern Paramedic Service, Inc. request to operate the City of Sherman, subject to all contract documents being properly completed and approved as to form and content by the City Attorney,.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of December 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Sherman Fire-Rescue Memorandum

From: Chief Hartsfield

Date: 10/22/2024

TO: Whom it may concern

Subject: Southern Paramedic Service INC.

Shawn Teamann, Mayor of Sherman, has authorized me to oversee the approval process for ambulance services operating within the City of Sherman. Southern Paramedic Service, Inc. has been officially approved by the Sherman Fire Department, acting on behalf of the Mayor, to provide ambulance services in Sherman, Texas upon receipt of their operational license from the Texas Department of State Health Services.

In accordance with Texas Health and Safety Code 773.0573, I can attest that:

- 1) the addition of another licensed EMS provider will not interfere with or adversely affect the provision of EMS by the licensed EMS providers operating in the county;
- 2) the addition of another licensed EMS provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed EMS providers operating in the county; and
- 3) the addition of another licensed EMS provider will not cause an oversupply of licensed EMS providers in the county.

Billy Hartsfield
Fire Chief
Sherman Fire-Rescue
billyh@cityofsherman.com

Shawn Teamann
Mayor
City of Sherman
shawnt@ci.sherman.tx.us



City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 12/2/2024

Prepared By: Kerri Turner, Planning Technician

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7448**

Renaming Carter Court to Steamboat Drive

Issue:

To consider renaming Carter Court to Steamboat Drive

Background:

This proposed street name change came at the request of the Sweetwater Springs Phase 2 development. This development is proposing Steamboat Springs to replace the existing street stub of Carter Court. Prior to the development of Sweetwater Springs Phase 2, Carter Court was an unpaved street right-of-way.

Origination:

Development Services

Financial Consideration:

None.

Staff Recommendation:

The staff recommends approval of renaming Carter Court to Steamboat Drive.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7448
2. Addresses to Rename
3. Exhibit A - Location Map

RESOLUTION NO. 7448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING CARTER COURT TO STEAMBOAT DRIVE; 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 from and after the effective date of this resolution, the street known as Carter Court that runs north and south will be renamed to Steamboat Drive, the location of which is shown on the attached Exhibit "A".

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 said purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of December 2024.

CITY OF SHERMAN, TEXAS

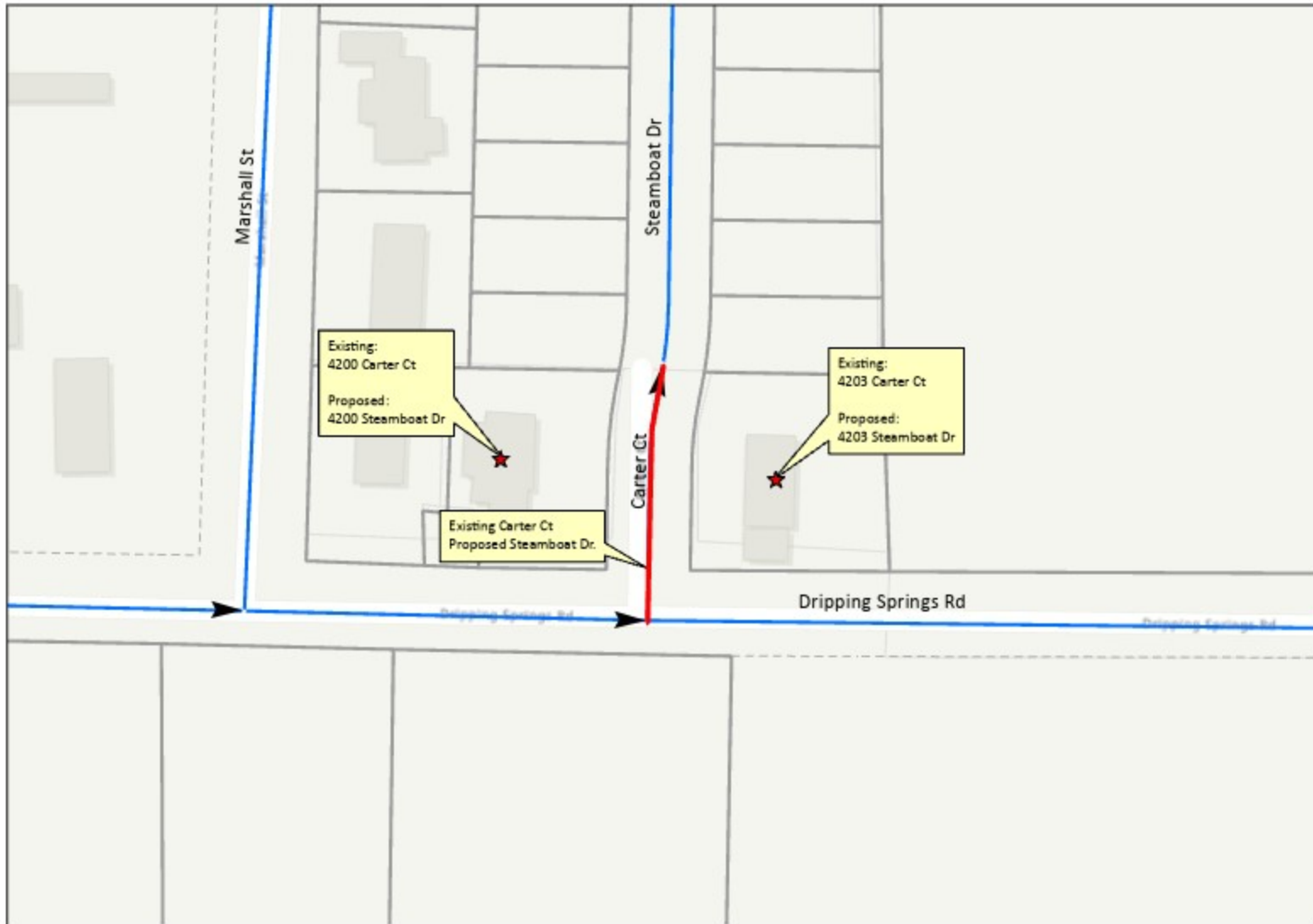
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Sherman, Texas
Street Name Change
(Carter Ct name change to Steamboat Dr)

Date: 4/27/2021 3:38 PM



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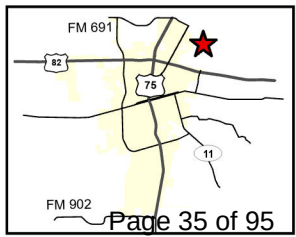


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Propose Steamboat Dr
(Existing Carter St)



Date: 11/27/2024





City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 12/2/2024

Prepared By: Craig Long, Budget Analyst

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7449**

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the Mid-America Regional Council (MARC) Purchasing Cooperative

Issue:

An Interlocal Agreement (ILA) with the Mid-America Regional Council (MARC) purchasing cooperative to purchase ammunition for the Sherman Police Department

Background:

By entering into an Interlocal Agreement with the Mid-America Regional Council (MARC) purchasing cooperative, the City of Sherman will have the opportunity to realize competitively bid pricing for bulk ammunition purchases. Chapter 791 of the Texas Local Government Code authorizes local governments to enter into Interlocal agreements, which allow the local government to purchase from a contract currently existing between a local purchasing cooperative and a vendor. This Interlocal Agreement fully satisfies the statutory competitive bid requirements.

The Sherman Police Department received a quote from Gulf States Distributors, Inc, priced under a contract with MARC, for bulk ammunition purchases for use by the Sherman Police Department. The City has confirmed that the competitively bid contract with MARC is current.

The proposed Interlocal Agreement will remain effective from the date of execution until terminated by either party to the agreement.

Origination:

Sherman Police Department

Financial Consideration:

Funding was approved in the fiscal year (FY) 2025 budget for this purchase.

Staff Recommendation:

Staff recommends that the City Council authorize execution of an Interlocal Agreement between the City of Sherman and the Mid-America Regional Council (MARC) purchasing cooperative.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7449
2. Interlocal Agreement_MARC_Signed

RESOLUTION NO. 7449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MID-AMERICA REGIONAL COUNCIL PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the Mid-America Regional Council purchasing cooperative for the purchase of ammunition for use by the Sherman Police Department, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of December 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

INTERLOCAL COOPERATION AGREEMENT FOR COOPERATIVE PURCHASING

This **Interlocal Cooperation Agreement for Cooperative Purchasing (“Agreement”)**, is made by and between the **Mid-America Regional Council (“MARC”)**, a non-profit association of city and county governments and the metropolitan planning organization for the bistate Kansas City region, and the **City of Sherman (“Sherman”)**, a Texas home rule municipality located in Grayson County, acting by and through their authorized officers. MARC and Sherman are collectively referred to herein as “**Parties**” and individually as “**Party**.”

RECITALS:

WHEREAS, the Parties have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplication of procurement efforts and to obtain the benefits of volume purchasing; and

WHEREAS, this Agreement establishing a cooperative purchasing agreement between the Parties is authorized by Chapter 791 of the Texas Government Code (the “**Interlocal Cooperation Act**” or “**the Act**”) and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, TEX. LOC. GOV’T CODE §271.102 and TEX. GOV’T CODE §791.025 authorize local governments (as defined in the Act) to participate in cooperative purchasing programs with other local governments or local cooperative organizations; and

WHEREAS, a local government that purchases goods and services pursuant to a cooperative purchasing program with another local government satisfies the purchasing local government’s requirement to seek competitive bids for the purchase of goods and materials pursuant to TEX. LOC. GOV’T CODE §271.102(c) and TEX. GOV’T CODE §791.025(c); and

WHEREAS, the Parties, each being a “local government” as defined in the Act, desire to enter into a cooperative purchasing program which will allow each Party to purchase goods and services under the other Party’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE and TEX. GOV’T CODE §791.025.

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

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing agreement between the Parties that will allow each Party to purchase goods and services under the other Party’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE and TEX. GOV’T CODE §791.025.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Thereafter, unless sooner terminated as provided herein, the term of this Agreement shall automatically

renew for successive periods of one (1) year each pursuant to TEX. GOV'T CODE §791.011(f), each renewal period being under the same terms and conditions of this Agreement.

ARTICLE III TERMINATION

Either Party may terminate this Agreement by providing written notice to the other Party not later than thirty (30) days prior to the desired date of termination.

ARTICLE IV PURCHASING

4.1 City Manager Authority: The City Manager or designee for each Party is authorized to act on behalf of the Party that employs such City Manager or designee in all matters relating to this Agreement.

4.2 Vendor Consent to Cooperative Purchasing: Each Party that enters into a contract with a vendor for goods and/or services, to the extent that each such Party determines it is practicable to do so, shall attempt to obtain the vendor's agreement to offer those goods and services to the other Party and other local governments for the same price and on the same terms and conditions as have been offered to the first purchasing Party. If the vendor so agrees, and if the second purchasing Party is agreeable to such terms and conditions, the second purchasing Party may enter its own separate contract with the vendor for the purchase of such goods or services. Execution of this Agreement does not obligate either Party to make any purchase, to pay any membership fee, or to otherwise in any manner incur a cost or obligation.

4.3 Responsibility for Payments: Unless otherwise agreed in writing between each Party's designated representative, payments for a purchase made by the second purchasing Party shall be paid directly to the vendor and not by the first purchasing Party. The second purchasing Party shall have the responsibility of determining whether the vendor has complied with provisions in its contract with vendor, including, but not limited to, those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

4.4 Current Funds: Each Party paying for the performance of governmental functions or services shall make such payments from current revenues available to the paying Party and shall be in amount that fairly compensates a vendor for their services or functions performed under a contract entered into pursuant to this Agreement.

4.5 Exclusions: Pursuant to TEX. GOV'T CODE §791.011(j), neither Party may purchase construction-related goods or services pursuant to this Agreement in an amount greater than \$50,000 unless a person designated by either Party certifies in writing that:

- (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Texas Occupations Code; or
- (b) the plans and specifications required under Chapters 1001 and 1051 of the Texas Occupations Code, have been prepared.

4.6 Freedom to Contract: Nothing in this Agreement shall prevent a Party from advertising for and awarding contracts for goods or services separate and apart from this Agreement, nor shall either Party be obligated to purchase goods or services from a contract awarded pursuant to this Agreement.

**ARTICLE V
MISCELLANEOUS**

5.1 Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust between the Parties.

5.2 Notice: Any notice required or permitted to be delivered hereunder shall be deemed received (i) on the third business day after being deposited in with the United States Postal Service, Postage Prepaid, Certified Mail, Return Receipt Requested, or (ii) upon delivery when sent by hand-delivered or overnight courier, addressed to the respective Party at the address set forth below the signature of the Party's authorized representative.

5.3 Amendments: This Agreement may be amended only by written agreement signed by both Parties.

5.4 Compliance with Federal, State, and Local Laws: This Agreement shall be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations.

5.5 Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.6 Governing Law; Venue: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

5.7 Entire Agreement: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

5.8 Recitals: The recitals to this Agreement are incorporated herein.

5.9 Counterparts: This Agreement may be signed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

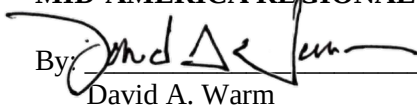
5.10 Approval by Governing Bodies: This Agreement has been duly passed and approved by an ordinance or resolution of the governing bodies of the Parties.

5.11 Effective Date: This Agreement shall be effective on the date it bears the signatures of authorized representatives of both Parties, whether appearing on the same document or on identical counterparts as authorized herein. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the "**Effective Date**" of this Agreement.

Signatures on Following Page

SIGNED AND AGREED this 21 day of November, 2024.

MID-AMERICA REGIONAL COUNCIL

By: 

David A. Warm
Executive Director
Mid-America Regional Council

Address: 600 Broadway, Suite 200
Kansas City, MO 64105-1659

ATTEST:



Signature

McKenzie Neds; Executive Assistant

Name and Title

APPROVED AS TO FORM:

Signature

Name and Title

SIGNED AND AGREED this _____ day of _____, 2024.

CITY OF SHERMAN, TEXAS

By: _____

Robby Hefton, City Manager

Address: 220 W. Mulberry Street
Sherman, Texas 75090

ATTEST:

Linda Ashby, City Clerk

APPROVED AS TO FORM:

Ryan D. Pittman, City Attorney



City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 12/2/2024

Prepared By: Tamara Grisolia, Administrative Secretary

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7450**

Authorizing the Purchase of Duty Ammunition and Training Ammunition from Gulf States Distributors for the Sherman Police Department.

Issue:

Authorizing the Purchase of Duty Ammunition and Training Ammunition from Gulf States Distributors for the Sherman Police Department.

Background:

Purchasing Duty and Training Ammunition through an Interlocal Agreement with Mid-America Regional Council (MARC) purchasing cooperative. The Interlocal Agreement is listed as a separate item for approval for this agenda.

Origination:

Police Department

Financial Consideration:

The cost of the Duty Ammunition is \$19,992.50. The Training Ammunition is \$44,273.00. Total cost is \$64,265.50. This is to be funded from FY 24-25 Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase Duty and Training Ammunition.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No. 7450
2. Quote - Gulf States Distributors - Duty Ammunition
3. Quote - Gulf States - Training Ammunition

RESOLUTION NO. 7450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF DUTY AMMUNITION AND TRAINING AMMUNITION FROM GULF STATES DISTRIBUTORS FOR THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager 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 contracts of sale with Gulf States Distributors for the purchase duty ammunition and training ammunition, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of December 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0220957
Order Date: 11/12/2024
Quote Expire Date: 12/31/2024

Salesperson: Cristen Berry
Customer Number: TXSHERM

Sold To:

Sherman Police Dept.
2600 West Travis Street
Sherman, TX 75092

Ship To:

Sherman Police Dept.
2600 W Travis St
Sherman, TX 75092-1200

Customer P.O.		Terms		Confirm To:				
		Net 20 days		Brandon Toney		brandont@cityofsherman.com		
Item Number	Unit			Ordered	Shipped	Back Order	Price	Amount
SPE53617	CASE	DropShip:	N	10.00	0.00	0.00	580.15	5,801.50
53617 9mm 124gr +P GDHP 1000 per case								
HOR80295	CASE	DropShip:	N	42.00	0.00	0.00	229.00	9,618.00
.223 53gr GMX TAP Patrol 200 per case								
HOR80725	CASE	DropShip:	N	17.00	0.00	0.00	269.00	4,573.00
.308 168gr ELD Tap Precision 200 per case								

Net Order:	19,992.50
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	19,992.50

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0221144

Order Date: 11/12/2024

Quote Expire Date: 12/31/2024

Salesperson: Cristen Berry

Customer Number: TXSHERM

Sold To:

Sherman Police Dept.
2600 West Travis Street
Sherman, TX 75092

Ship To:

Sherman Police Dept.
2600 W Travis St
Sherman, TX 75092-1200

Customer P.O.

Terms

Confirm To:

Net 20 days

brandont@cityofsherman.com

Item Number	Unit			Ordered	Shipped	Back Order	Price	Amount
PMC9G	CASE	DropShip:	N	60.00	0.00	0.00	259.00	15,540.00
9G 9mm 124gr FMJ								
PMC223A	CASE	DropShip:	N	67.00	0.00	0.00	425.00	28,475.00
223A .223 Rem 55gr FMJ BT								
FEDTGL12-8	CASE	DropShip:	N	2.00	0.00	0.00	129.00	258.00
TGL12-8 12ga 2 3/4x1 1/8 8-Shot								

Net Order: 44,273.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 44,273.00



City Council Regular Meeting

Agenda Item No. E.5.

Meeting Date: 12/2/2024

Prepared By: Leah Roberts, Human Resources Director

Approved By: Teri Fine, Assistant to the City Manager

Caption:

***RESOLUTION NO. 7451**

Repealing and Replacing Resolution No. 7362; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Bilingual Pay for and Firefighters and Police Officers; Providing for an Effective Date

Issue:

As prescribed by Chapter 143 of the Texas Local Government Code, salary and step pay changes have been updated to reflect the current competitive market and cost of living increases.

Background:

The Sherman Fire Department is adding bilingual pay for Fire effective 1/1/25.

Origination:

Human Resources/Civil Service Director

Financial Consideration:

This Resolution has changes to the bilingual pay for Fire employees. The effects of the proposed changes are included in the recently approved FY2024-25 budget.

Staff Recommendation:

Staff recommends approval of this resolution.

Alternatives:

None

Attachments:

1. Resolution No. 7451
2. Resolution No. XXXX 24-25 Civil Service Salary Structure (Bilingual Pay) (Redlined)

RESOLUTION NO. 7451

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7362; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING BILINGUAL PAY FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 7362, passed and approved on the 18th day of September 2023, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of October 2024, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,500.00	N/A	\$5,500.00
1 Year	\$5,500.00	\$300.00	\$5,800.00
2 Year	\$5,500.00	\$550.00	\$6,050.00
3 Year	\$5,500.00	\$800.00	\$6,300.00
4 Year	\$5,500.00	\$1,050.00	\$6,550.00
5 Year	\$5,500.00	\$1,300.00	\$6,800.00
FIREFIGHTER - Paramedic			
Entry	\$6,000.00	N/A	\$6,000.00
1 Year	\$6,000.00	\$250.00	\$6,250.00
2 Year	\$6,000.00	\$600.00	\$6,600.00
3 Year	\$6,000.00	\$850.00	\$6,850.00
4 Year	\$6,000.00	\$1,100.00	\$7,100.00
5 Year	\$6,000.00	\$1,350.00	\$7,350.00
ENGINEER			
Entry	\$7,800.00	N/A	\$7,800.00
1 Year	\$7,800.00	\$300.00	\$8,100.00
2 Year	\$7,800.00	\$600.00	\$8,400.00

CAPTAIN			
Entry	\$8,800.00	N/A	\$8,800.00
1 Year	\$8,800.00	\$250.00	\$9,050.00
2 Year	\$8,800.00	\$500.00	\$9,300.00
BATTALION CHIEF			
Entry	\$9,850.00	N/A	\$9,850.00
1 Year	\$9,850.00	\$250.00	\$10,100.00
2 Year	\$9,850.00	\$500.00	\$10,350.00
DEPUTY CHIEF			
Entry	\$11,250.00	N/A	\$11,250.00
1 Year	\$11,250.00	\$500.00	\$11,750.00
2 Year	\$11,250.00	\$1000.00	\$12,250.00
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,400.00	N/A	\$6,400.00
1 Year	\$6,400.00	\$250.00	\$6,650.00
2 Year	\$6,400.00	\$450.00	\$6,850.00
3 Year	\$6,400.00	\$650.00	\$7,050.00
4 Year	\$6,400.00	\$900.00	\$7,300.00
5 Year	\$6,400.00	\$1,150.00	\$7,550.00
6 Year	\$6,400.00	\$1,350.00	\$7,750.00
7 Year	\$6,400.00	\$1,600.00	\$8,000.00
SERGEANT			
Entry	\$8,750.00	N/A	\$8,750.00
1 Year	\$8,750.00	\$250.00	\$9,000.00
2 Year	\$8,750.00	\$550.00	\$9,300.00
3 Year	\$8,750.00	\$800.00	\$9,550.00
LIEUTENANT			
Entry	\$9,800.00	N/A	\$9,800.00
1 Year	\$9,800.00	\$350.00	\$10,150.00
2 Year	\$9,800.00	\$600.00	\$10,400.00
3 Year	\$9,800.00	\$860.00	\$10,660.00
ASSISTANT CHIEF			
Entry	\$11,450.00	N/A	\$11,450.00
1 Year	\$11,450.00	\$500.00	\$11,950.00
2 Year	\$11,450.00	\$900.00	\$12,350.00
3 Year	\$11,450.00	\$1,350.00	\$12,800.00

SECTION 3. That, from and after the effective date of the 1st day of October, 2023, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical

Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.

3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.

7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

- (a) Bilingual Pay - Each patrolman effective October 1, 2020, and firefighter effective January 1, 2025, who speaks Spanish as a second language, as certified and designated by the Police Chief or Fire Chief respectively, shall receive \$100.00 per month Incentive/Certification Pay.
- (b) Seniority Pay – Lateral Entry (prior Police Experience):
 1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
 2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
 3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.

4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.
5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

(c) Seniority Pay – Lateral Entry (prior Fire Experience):

1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers.

Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

PASSED AND APPROVED on this the 2nd day of December 2024.

CITY OF SHERMAN, TEXAS

BY:

SHAWN TEAMANN ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RESOLUTION NO. 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. ~~70447362~~; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. ~~70447362~~, passed and approved on the 18th day of September 2023, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of October 2024, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,500.00	N/A	\$5,500.00
1 Year	\$5,500.00	\$300.00	\$5,800.00
2 Year	\$5,500.00	\$550.00	\$6,050.00
3 Year	\$5,500.00	\$800.00	\$6,300.00
4 Year	\$5,500.00	\$1,050.00	\$6,550.00
5 Year	\$5,500.00	\$1,300.00	\$6,800.00
FIREFIGHTER - Paramedic			
Entry	\$6,000.00	N/A	\$6,000.00
1 Year	\$6,000.00	\$250.00	\$6,250.00
2 Year	\$6,000.00	\$600.00	\$6,600.00
3 Year	\$6,000.00	\$850.00	\$6,850.00
4 Year	\$6,000.00	\$1,100.00	\$7,100.00
5 Year	\$6,000.00	\$1,350.00	\$7,350.00
ENGINEER			
Entry	\$7,800.00	N/A	\$7,800.00
1 Year	\$7,800.00	\$300.00	\$8,100.00
2 Year	\$7,800.00	\$600.00	\$8,400.00

CAPTAIN			
Entry	\$8,800.00	N/A	\$8,800.00
1 Year	\$8,800.00	\$250.00	\$9,050.00
2 Year	\$8,800.00	\$500.00	\$9,300.00
BATTALION CHIEF			
Entry	\$9,850.00	N/A	\$9,850.00
1 Year	\$9,850.00	\$250.00	\$10,100.00
2 Year	\$9,850.00	\$500.00	\$10,350.00
DEPUTY CHIEF			
Entry	\$11,250.00	N/A	\$11,250.00
1 Year	\$11,250.00	\$500.00	\$11,750.00
2 Year	\$11,250.00	\$1000.00	\$12,250.00
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,400.00	N/A	\$6,400.00
1 Year	\$6,400.00	\$250.00	\$6,650.00
2 Year	\$6,400.00	\$450.00	\$6,850.00
3 Year	\$6,400.00	\$650.00	\$7,050.00
4 Year	\$6,400.00	\$900.00	\$7,300.00
5 Year	\$6,400.00	\$1,150.00	\$7,550.00
6 Year	\$6,400.00	\$1,350.00	\$7,750.00
7 Year	\$6,400.00	\$1,600.00	\$8,000.00
SERGEANT			
Entry	\$8,750.00	N/A	\$8,750.00
1 Year	\$8,750.00	\$250.00	\$9,000.00
2 Year	\$8,750.00	\$550.00	\$9,300.00
3 Year	\$8,750.00	\$800.00	\$9,550.00
LIEUTENANT			
Entry	\$9,800.00	N/A	\$9,800.00
1 Year	\$9,800.00	\$350.00	\$10,150.00
2 Year	\$9,800.00	\$600.00	\$10,400.00
3 Year	\$9,800.00	\$860.00	\$10,660.00
ASSISTANT CHIEF			
Entry	\$11,450.00	N/A	\$11,450.00
1 Year	\$11,450.00	\$500.00	\$11,950.00
2 Year	\$11,450.00	\$900.00	\$12,350.00
3 Year	\$11,450.00	\$1,350.00	\$12,800.00

SECTION 3. That, from and after the effective date of the 1st day of October, 2023, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical

Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.

3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 - ~~5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.~~
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.

5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) —

(a) Bilingual Pay - Each patrolman effective October 1, 2020, and firefighter effective January 1, 2025, who speaks Spanish as a second language, as certified and designated by the Police Chief or Fire Chief respectively, shall receive \$100.00 per month Incentive/Certification Pay.

(b) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the

commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.

- i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.
5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

(cb) Seniority Pay – Lateral Entry (prior Fire Experience):

1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.

- i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.
5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

PASSED AND APPROVED on this the ~~18th~~ 2nd day of ~~September 2023~~ December 2024.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER SHAWN

TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. E.6.

Meeting Date: 12/2/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7452**

Authorizing the Execution of an Encroachment Agreement with 1876 Old Investment Properties, LLC for the Encroachment of an Existing Structure within Right-of-Way Established in Volume "B", Page 1, Deed Records, Grayson County, Texas

Issue:

To consider executing an encroachment agreement relating to an existing structure encroaching into right-of-way established in Volume "B", Page 1, Deed Records, Grayson County, Texas

Background:

1876 Old Investment Properties, LLC is the property owner. As a part of a remodel, the property owner is required to replat the property. The Preliminary plat showed the existing structure encroaches into the right-of-way at various locations ranging from a 0.5' to 1.3' encroachment. The Encroachment Agreement is a requirement of the plat.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7452
2. Partially Executed Encroachment Agreement - 1876 Old Investment Properties
3. Location Map

RESOLUTION NO. 7452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO 1876 OLD INVESTMENT PROPERTIES, LLC FOR THE ENCROACHMENT OF AN EXISTING STRUCTURE WITHIN RIGHT-OF-WAY ESTABLISHED IN VOLUME “B”, PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing structure , which encroaches into City right-of-way at various locations. Encroachments range from 0.5’ to 1.3’ into right-of-way established in Volume “B”, Page 1, Deed Records, Grayson County, Texas, in the City of Sherman, as shown on the Exhibit “A” 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 2nd day of December 2024.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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 DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and 1876 OLD INVESTMENT PROPERTIES, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Original Town Plat of Sherman, an addition to the City of Sherman, Texas ("Plat"), filed in Volume "B", Page 1, Deed Records, Grayson County, Texas; and

WHEREAS, Licensee desires to operate, repair and maintain an existing structure, which encroaches into City right-of-way at various locations. Encroachments range from 0.5' to 1.3' into right-of-way ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair

the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such

maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND

AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. **Miscellaneous Provisions.**

a. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Sherman

Attention: Wayne E. Lee, P.E., CFM, Director of Engineering

220 W. Mulberry St.

Sherman, TX 75091

Telephone: (903) 892-7327

Email: waynel@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.

Attention: Ryan D. Pittman

1700 Redbud Blvd., Suite 300

McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
1876 Old Investment Properties, LLC
Attn: Ryan Stoll, Managing Partner
17388 Dallas Parkway, Ste. 300
Dallas, TX 75248
903-271-6645
ryanstoll10@gmail.com

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

**1876 OLD INVESTMENT PROPERTIES,
LLC**

By:  _____
Ryan Stoll, Managing Partner
Date: 11/22/24 _____

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

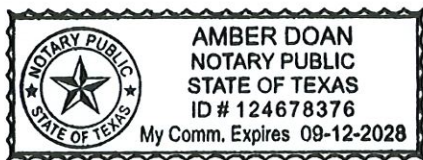
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

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

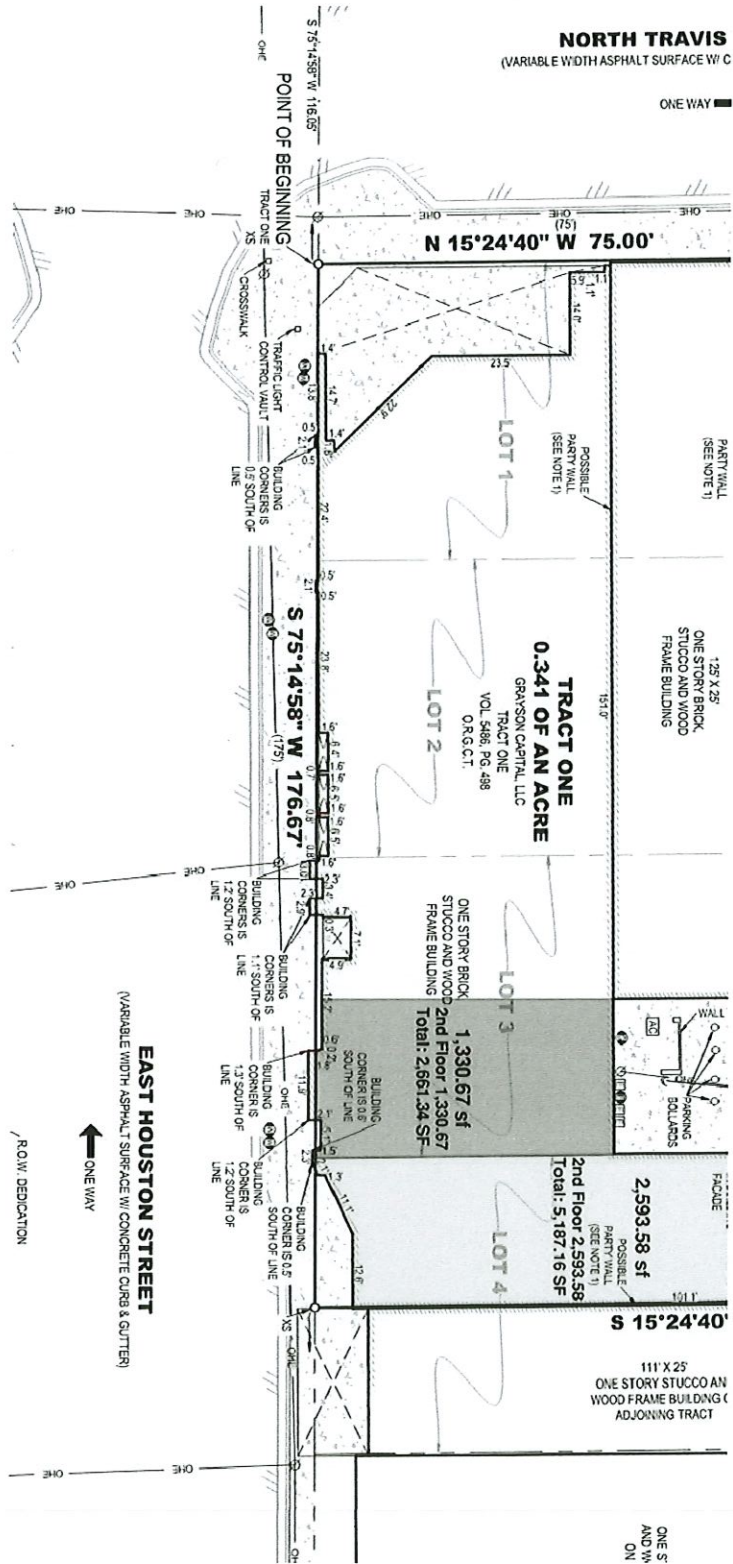
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of November, 2024.

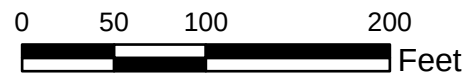


Amber Doan

Notary Public in and for the State of Texas
My Commission Expires: 09/12/2028

EXHIBIT A







City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 12/2/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** PAYMENT AUTHORIZATION**

Authorizing payment of \$120,073.27 for renewal of CentralSquare OneSolution software for Public Safety - Computer Aided Dispatch (CAD), Records Management System (RMS), and Animal Shelter

Issue:

Annual renewal of software maintenance for CAD/RMS/Animal Shelter

Background:

The Sherman Police Department, Fire Department and Animal Services utilizes CentralSquare Technologies software to aid with response to calls for service, property and evidence management, equipment and supply management, reporting, and crime analysis. This payment is for the annual maintenance fee and covers software updates and customer service.

Origination:

Information Technology Department

Financial Consideration:

Funds are available in FY24-25 budget. Cost is \$120,073.27 annually.

Staff Recommendation:

Staff recommends approval of the annual renewal.

Alternatives:

As directed by Council

Attachments:

1. Invoice_425550_1732218795551



Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No (1 of 1)

425550

Date

11/21/2024

Page

1 of 5

Bill To

Sherman Police Department
Information Technology
PO Box 1106
Sherman TX 75091
United States

Ship To

Sherman Police Department
Information Technology
405 N Rusk St
Sherman TX 75090
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5419LG	Sherman Police Department		USD	12/31/2024

	Description	Units	Rate	Extended
Quote No. Q-193432				
1	ONESolution TDEX Interface - Annual Subscription Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	426.07	426.07
2	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	14	356.09	4,985.30
3	ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,959.24	1,959.24
4	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	17	90.40	1,536.82
5	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	2	150.32	300.63
6	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,562.27	1,562.27
7	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,388.86	1,388.86
8	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	25,703.76	25,703.76
9	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	5	158.26	791.28



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1000 Business Center Drive
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11/21/2024

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United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5419LG	Sherman Police Department		USD	12/31/2024

	Description	Units	Rate	Extended
10	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	2	504.30	1,008.59
11	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	15	63.27	949.09
12	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	5	348.39	1,741.94
13	ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	5	221.65	1,108.24
14	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	7,121.74	7,121.74
15	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	5	106.85	534.24
16	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	17,129.81	17,129.81
17	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	10	106.78	1,067.76
18	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	4,237.17	4,237.17



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Invoice No (1 of 1)

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United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5419LG	Sherman Police Department		USD	12/31/2024

	Description	Units	Rate	Extended
19	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	17	299.85	5,097.46
20	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	17	60.27	1,024.55
21	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	3,766.38	3,766.38
22	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	17	299.85	5,097.46
23	ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,959.24	1,959.24
24	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,602.51	1,602.51
25	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	2	533.90	1,067.81
26	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,304.75	1,304.75
27	ONESolution Quartermaster - Annual Maintenance Fee ONESolution Quartermaster Maintenance: Start:1/1/2025, End: 12/31/2025	1	545.02	545.02
28	ONESolution MCT Client AVL License - Annual Maintenance Fee ONESolution MCT Client AVL License Maintenance: Start:1/1/2025, End: 12/31/2025	50	27.25	1,362.53



Invoice

Invoice No (1 of 1)

425550

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1000 Business Center Drive
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United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5419LG	Sherman Police Department		USD	12/31/2024

	Description	Units	Rate	Extended
29	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:1/1/2025, End: 12/31/2025	1	408.74	408.74
30	ONESolution AVL Server Host License - Annual Maintenance Fee ONESolution AVL Server Host License Maintenance: Start:1/1/2025, End: 12/31/2025	1	3,597.06	3,597.06
31	ONESolution CAD Emergency Reporting Interface Annual Support - Annual Maintenance Fee ONESolution CAD Emergency Reporting Interface Maintenance: Start:1/1/2025, End: 12/31/2025	1	2,316.29	2,316.29
32	ONESolution Animal Control - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	2,206.00	2,206.00
33	ONESolution CAD Console License - Annual Maintenance Fee ONESolution CAD Console License Maintenance: Start:1/1/2025, End: 12/31/2025	1	1,686.94	1,686.94
34	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	29	288.27	8,359.81
35	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	1	2,444.54	2,444.54
36	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:1/1/2025, End: 12/31/2025	29	57.95	1,680.50
37	ONESolution CAD Client AVL License Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:9/10/2025, End: 12/31/2025	1	186.16	186.16



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Invoice No (1 of 1)	Date	Page
425550	11/21/2024	5 of 5

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Customer No	Customer Name	Customer PO #	Currency	Due Date
5419LG	Sherman Police Department		USD	12/31/2024

	Description	Units	Rate	Extended
38	ONESolution CAD Console License Annual Subscription Fee - Annual Subscription Fee	1	806.71	806.71

Maintenance: Start:9/10/2025, End: 12/31/2025

Please include invoice number(s) on your remittance advice.

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal	120,073.27
Tax	0.00
Invoice Total	120,073.27
Payments Applied	0.00
Balance Due	USD 120,073.27



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 12/2/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

BOARD/COMMISSION APPOINTMENT

Animal Control Advisory Committee (1)

Issue:

Aaron Jason Bucy's term on the Animal Control Advisory Committee expired on October 5, 2024. Mr. Bucy is eligible and does wish to serve again. There are also applications on file from Pedro Sanchez and Sarah Pierce. Mr. Sanchez is currently an employee of the Sherman Animal Shelter.

Background:

The Texas Health and Safety Code, Section 823.005, requires that the City establish and maintain an Advisory Committee to assist the Animal Control Department in carrying out their duties. On February 12, 2020, the City Council approved Resolution 6593, creating an Animal Control Advisory Committee. The Committee serves in an advisory capacity to assist the City's Animal Control Department in compliance with City and State regulations concerning the operation of the City's Animal Control facility.

Origination:

The request originated with the Police Department.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff's recommendation is to reappoint Aaron Jason Bucy to the Animal Control Advisory Committee.

Alternatives:

The alternative is to delay a reappointment to the Committee or to appoint another applicant.

Attachments:

1. Animal Control Advisory Committee Roster
2. Animal Control Advisory Committee - Fact Sheet
3. Animal Control Advisory Committee Applicant List
4. Aaron Jason Bucy Reappointment Letter
5. Pedro Sanchez Application
6. Sarah Pierce Application

MEMBERSHIP ROSTER

ANIMAL CONTROL ADVISORY COMMITTEE

LENGTH OF TERMS: 3 Years

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Dr. Ken Lawrence		A 2/2/2021 R 2/2/2024	2/2/2024 2/2/2027	1 2	Licensed Veterinarian
Henry Marroquin		A 11/16/2021 R 3/17/2023	3/17/2023 3/17/2026	1 2	Municipal Official
Morgan Simpson		A 3/17/2020 R 3/17/2023	3/17/2023 3/17/2026	1 2	Animal Services Supervisor
Stephanie Phillips	n/a	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2025	1 2	Animal Welfare Organization
Kyle Wiser	1	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2025	1 2	Sherman Citizen
Janet Karam	1	A 4/2/2024	4/2/2027	1	Sherman Citizen
Aaron Jason Bucy	4	A 10/5/2021	10/5/2024	1	Sherman Citizen
Mignon Plyler	4	A 3/17/2020 R 3/17/2021 R 3/17/2024	3/17/2021 3/17/2024 3/17/2027	0 1 2	Sherman Citizen

NOTE:

Officers		Term Begins	Term Expires
Chairman	Aaron Bucy	4/13/2022	4/13/2024
Vice Chairman	Mignon Plyler	5/16/2024	4/13/2024

FACT SHEET

ANIMAL CONTROL ADVISORY COMMITTEE

Established by RESOLUTION 6593 – FEBRUARY 12, 2020

1. Number of Members: EIGHT (8)
2. Term of Appointment: THREE (3) YEARS
3. Consecutive Term Rule: TWO FULL TERMS
4. Qualifications for Membership: COMPRISED OF 8 MEMBERS, AS FOLLOWS: 1 LICENSED VETERINARIAN; 1 MUNICIPAL OFFICIAL; 1 SHERMAN ANIMAL SERVICES SUPERVISOR; 1 REPRESENTATIVE FROM AN ANIMAL WELFARE ORGANIZATION; AND 4 SHERMAN CITIZENS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED
7. Departmental Responsibility: POLICE CHIEF
8. Meeting Date: ROUTINELY, BASED ON ADOPTED MEETING SCHEDULE, AT LEAST QUARTERLY
9. Attendance Requirements: IF A MEMBER IS ABSENT 33% OF THE REGULARLY SCHEDULED MEETING IN A CALENDAR YEAR, REGARDLESS OF EXCUSED OR NOT, (SPECIAL EXCEPTIONS MAY BE MADE – SEE BY-LAWS)

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PURPOSE:

Committee is a citizen's committee to the City Council, created to assist the City in communicating awareness to the citizens of Sherman, regarding the services, procedure, and compliance with State regulations concerning the operation of animal shelters and coordinating review of programs and services to better serve the community.

RESPONSIBILITIES:

- (1) Assist in the development of Animal Services' mission and policies;
- (2) Review and recommend long-range planning and budgeting for Animal Services;
- (3) Provide research, guidance, advice, sponsor reports and contribute information relevant to Animal Services program development, policies and procedures;
- (4) Serve as liaisons to the community, increasing support and awareness of Animal Services and assisting in the resolution of citizen concerns, issues, and grievances

APPLICANT LIST

Animal Control Advisory Committee

Positions Vacant 1

Applicant	Address	District	Qualifications
Aaron Jason Bucy	1917 Timberline Lane	4	Current Member; Wishes to be Reappointed
Pedro Sanchez	2613 N. Shannon	1	Sherman Animal Control Services
Sarah Pierce	1102 S. Elm	4	The Milieu Wine Bar

COMMENTS:

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

November 8, 2024

Aaron Jason Bucy
1917 Timberline Lane
Sherman, Texas 75092



RE: Animal Control Advisory Committee

Dear Mr. Bucy:

Your term on the Animal Control Advisory Committee expired on October 5, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Lt. Samuel Boyle, Police Department

X

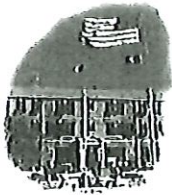
I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

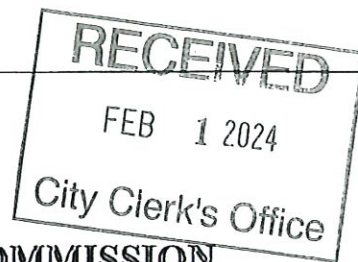
[Signature]
Signature

11/13/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



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: Pedro J Sanchez

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Sherman Animal Services Advisory Board

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

Personal Information	Occupational Information
Home Address: <u>2613 N Shannon St, Sherman, TX 75092</u>	Business Name: <u>Sherman Animal Services</u>
Mailing Address: <u>2613 N Shannon St, Sherman, TX 75092</u>	Occupation: <u>Animal Services Officer</u>
Telephone: <u>903-814-1051</u> Fax: _____	Address: <u>1800 E Ida Rd, Sherman, TX 75090</u>
E-Mail: <u>pedros@cityofsherman.com</u>	Telephone: <u>903-892-7255</u> Fax: _____
Sherman Resident for <u>26</u> years County: <u>Grayson</u>	E-Mail: <u>pedros@cityofsherman.com</u>
Drivers License No.: <u>36765479</u>	
Voter Registration No.: <u>87108</u> ✓	

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Sherman Animal Services : May 2021- current

Greenville ISD Substitute Teacher: 2020-2021

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2016

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas A&M Commerce ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

I volunteered at the Sherman Goodwill while in high school. 2014 & 2015

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.

Taxes - None

Application held for 12 months from date received

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)?

I want to provide input that will help the Animal Shelter and the community. My background growing up in the City of Sherman and now working within the shelter gives me a unique perspective that I think will positively impact the Advisory Board.

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) Shelter reputation within the community: I would love to see the shelter continue to grow in regard to public outreach within the community. They currently do low cost adoption specials, but might be able to arrange more presentations that positively impact the Sherman Animal Shelter's image.

2) Aesthetic of the Animal Shelter: Continuing to make the shelter appear as friendly and welcoming as possible. This has already been improving at a rapid pace. For example, the inside of the dog runs could be more inviting or quieter, allowing the general public to take their time while looking at the dogs.

3) Size and housing within the shelter: The Animal Shelter could use more specialized areas and kennels for nursing animals, quarantine animals, and sick/injured animals.

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

Basic Animal Control Officer Certification, Euthanasia Certification, trained in shelter cleaning, animal behavior, field work, some animal medical work, public outreach presentations at schools.

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:

I work for the City of Sherman Animal Shelter, but believe my experience would be an asset to the board.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: I've spoken with my supervisor about my interest in joining the advisory board.

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.

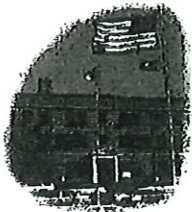
Signature: _____

Date: _____

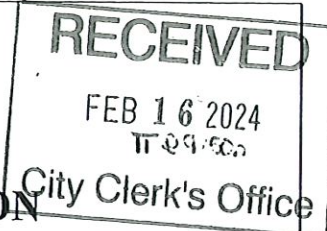
2/1/2024

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.



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:

Sarah Reese

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Animal Control Agency

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

Personal Information

Home Address: 1102 S. Elm St.

Mailing Address: Same

Telephone: 903-357-0745 Fax: _____

E-Mail: Sarah@thehillcountry.com

Sherman Resident for 21 years County: Carrizo

Drivers License No.: 03835969

Voter Registration No.: 36351 ✓

Occupational Information

Business Name: The Hill Country Bar

Occupation: Owner

Address: 218 W. Harrison St. Suite 100

Telephone: 903-546-5002 Fax: N/A

E-Mail: Sarah@thehillcountry.com

Which Council District do you live in? (see attached map) ✓

Prior work experience: (please include dates)

VP of Community Engagement @ Goodwill of Northeast TX 2016-2023

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1993

Business College, Correspondence School, Adult Education, Other? Brookdale Community College MSW

Name of College/University: 1 ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherrill Church 2016 - Present, Texoma Point in Time Homeless Count; 2017, 2018, 2019 etc, Downtown Church New 2016 - Present...

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.

CH / A

Taxes - None

Application held for 12 months from date received

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

If so, which one? un / p

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

Wellfare of our community is important to me, this includes taking care of the animal population as well. I am also interested in animal safety while they travel in vehicles. I would like to help them how we can work to ensure their safety.

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) As shown / Grayson County continues to grow, the city pushes out the natural wildlife population which moves into our community.

How can we continue w/ growth while being mindful of our animal population.

2) Feral population is growing

3) To be able to see the shelter animals that are up for adoption, possibly used in a way that could bring comfort to people in need. It is a pipe dream, and yet that is where many wonderful things begin.

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

Not sure long animals is a skill. I enjoy learning various areas about our city and would like the opportunity to serve.

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:

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

Comments:

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: [Signature]

Date: Feb. 16, 2024

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.

2024 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
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February						
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March						
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31						

April						
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	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
6/26/2024	Budget Workshop
9/23/2024	Called Meeting - Canvas Election

Council Calendar

January						
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	Holiday
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[illegible]