

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 19, 2009
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY DEPUTY MAYOR JOE N. SMITH](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 5, 2009](#)

Proclamations

- A.5 [PROCLAMATION](#)
“Lions White Cane Day” – October 24, 2009
- A.6 [PROCLAMATION](#)
“Chamber of Commerce Week” – October 19-23, 2009

Special Presentation

- A.7 [SPECIAL PRESENTATION](#)
Recognition of City of Sherman Award: “Certificate of Achievement for Excellence in Financial Reporting”

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5627](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Kyle Boothe, Bluestone Partners, LLC (Owners) to Allow an Assisted Living/Memory Care, Independent Living and Medical Office Facility in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5628](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO

Transmissions (Prospective Buyer) to Allow Automotive and Heavy Vehicle Repair, Transmissions, Brakes, Mufflers, Shocks, Oil & Lube in a C-2 (General Commercial) District at 4114 Texoma Parkway, being 0.50 Acres in the W.F. Patterson Survey, Abstract No. 969; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Close Public Hearing and Consider Adoption of Ordinances

B.3 ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers:

(a) 5627

(b) 5628

B.4 CONSENT AGENDA

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

Resolutions

C.1 * RESOLUTION NO. 5427

Authorizing the Execution of an Encroachment License Agreement with Bluestone Partners, LLC for the Construction of a Sign with a Waterfall in a 20' Drainage and Utility Easement at 505 F.M. 1417 North (Heritage Parkway)

C.2 RESOLUTION NO. 5428

Authorizing the Acceptance of Fiscal Year 2009 Homeland Security Grant Program Federal Grant Award Number 2009-SS-T9-0064 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security

C.3 * RESOLUTION NO. 5429

Authorizing the Purchase of a 2010 Ford F-450 Supercab Diesel Chassis for a 2005 Frazer Ambulance through the Houston-Galveston Area Council of Governments (H-GAC)

C.4 * RESOLUTION NO. 5430

Authorizing the Purchase of Automated Meter Reading Equipment for the Utility Billing Department from Mountain States Pipe and Supply Company d/b/a U.S. Metering and Technology, Inc.

C.5 * RESOLUTION NO. 5431

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 620 East Sycamore Street

Other Business

D.1 [* OTHER BUSINESS](#)

Final Plat Approval of the Pebblebrook Addition, Phase 3A, being 1.23 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Replat of 830.1 square feet or 0.02 acres in the Pebblebrook, Phase III; Sherman Hills Country Club, LTD and Artisan Development Company, Inc., Owners; Walt DeRonde, Representative; Greg Edwards Engineering Services, Inc., Engineers; and Cox Land Surveying Company, Surveyors (1900 Block of Ridgecrest Lane)

D.2 [CITIZEN REQUESTS](#)

D.3 [MEDIA QUESTIONS](#)

D.4 [COUNCIL COMMENTS](#)

D.5 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR JOE N. SMITH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF OCTOBER 5, 2009

STATE OF TEXAS

§

October 5, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on October 5, 2009.

MEMBERS PRESENT:

MAYOR BILL MAGERS.

COUNCIL MEMBERS ADAMI, HOWETH, SOFTLY, STEELE,
WACKER.

MEMBERS ABSENT:

DEPUTY MAYOR JOE SMITH.

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:02 p.m. The Pledge of Allegiance and the Invocation were given by Mayor Bill Magers.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of September 17, 2009 (held Jointly with the Sherman Economic Development Board of Directors) and the Regular City Council Meeting of September 21, 2009. Council Member Softly moved to approve the Minutes as presented; Second by Council Member Wacker. All present voted AYE.

MOTION CARRIED.

APPROVE MINUTES

PROCLAMATION

"FIRE PREVENTION MONTH" – OCTOBER 2009

Council Member Adami presented a proclamation to Lieutenant Nathan Huffman, Sherman Fire Department and "Trucky" from the Klown Kompany, and Fire Chief Jeff Jones.

FIRE PREVENTION
MONTH
(OCT. 2009)

Lt. Huffman thanked the Mayor and City Council saying this year's theme is "Don't Get Burned." Six members of the Fire Department and one member of the Police Department make up the Klown Kompany. During the eight years that Lt. Huffman has been in the Klown Kompany, he has spoken to approximately 24,000 children about fire safety and safety in general. They will be visiting about eleven schools this year.

In the last five years, Sherman has had 17 severe fire injuries and four deaths reported and Lt. Huffman said as a firefighter, that to him is unacceptable.

This year, Sherman has received a \$16,000 grant from the Federal Emergency Management Agency for the Firefighter Assistance Program to fund a program that focuses on senior citizens. This year, the Klown Kompany is focusing on children and senior citizens.

SPECIAL PRESENTATION

**ANNOUNCING THE WINNER OF THE SECOND ANNUAL
"SHERMAN TODAY" PHOTO CONTEST**

Mayor Magers said the winner of the Second Annual "Sherman Today" Photo Contest will be announced at a later City Council Meeting.

**"SHERMAN TODAY"
PHOTO CONTEST**

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5623 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES, ENTITLED "HOTEL OCCUPANCY TAX", AT SECTION 11.03.008, ENTITLED "PENALTIES FOR VIOLATION"; ADDING NEW SECTION 11.03.009 TO BE ENTITLED "KEEPING AND PRESERVING OF RECORDS"; ADDING NEW SECTION 11.03.010 TO BE ENTITLED "REGISTRATION OF HOTEL OPERATORS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5623
HOTEL
OCCUPANCY
TAX**

Mayor Magers asked for an update from Brandon Shelby, City Attorney, concerning some of the hotels that aren't paying their Hotel/Motel Occupancy Tax.

Mr. Shelby said the ordinance makes it a Class A Misdemeanor for a hotel not to pay their Hotel/Motel Occupancy Taxes. This includes a daily fine and possible jail time for the responsible party.

No citizens appeared before the City Council to discuss Ordinance 5623.

Mayor Magers introduced Ordinance 5625 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO AMEND THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE AND POLICE DEPARTMENTS, AND AT SECTION 9.05.027, ENTITLED "POSITIONS, CLASSES, DUTIES AND SPECIFICATIONS ENUMERATED", TO PROVIDE THAT DEPARTMENT HEADS WITHIN THE FIRE AND POLICE DEPARTMENTS SHALL ADOPT CLASS SPECIFICATIONS FOR POSITIONS IN THE FIREMEN'S AND POLICEMEN'S CLASSIFIED SERVICE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5625
FIRE DEPT.
POSITIONS**

No citizens appeared before the City Council to discuss Ordinance 5625.

Mayor Magers introduced Ordinance 5626 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5572; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

ORD 5626
FIRE DEPT.
ASSIGNMENT PAY

No citizens appeared before the City Council to discuss Ordinance 5626.

The Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5623

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES, ENTITLED "HOTEL OCCUPANCY TAX", AT SECTION 11.03.008, ENTITLED "PENALTIES FOR VIOLATION"; ADDING NEW SECTION 11.03.009 TO BE ENTITLED "KEEPING AND PRESERVING OF RECORDS"; ADDING NEW SECTION 11.03.010 TO BE ENTITLED "REGISTRATION OF HOTEL OPERATORS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5623
HOTEL
OCCUPANCY
TAX

Ordinance 5625

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO AMEND THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE AND POLICE DEPARTMENTS, AND AT SECTION 9.05.027, ENTITLED "POSITIONS, CLASSES, DUTIES AND SPECIFICATIONS ENUMERATED", TO PROVIDE THAT DEPARTMENT HEADS WITHIN THE FIRE AND POLICE DEPARTMENTS SHALL ADOPT CLASS SPECIFICATIONS FOR POSITIONS IN THE FIREMEN'S AND POLICEMEN'S CLASSIFIED SERVICE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5625
FIRE DEPT.
POSITIONS

Ordinance 5626

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5572; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

ORD 5626
FIRE DEPT.
ASSIGNMENT PAY

Mayor Magers confirmed that Ordinance 5625, Ordinance 5626, and Resolution 5425 all pertain to Chief Jones' presentation at the last Council Meeting recommending a change in the management team for the Fire Department. He

emphasized that the changes would not increase payroll costs.

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance Nos. 5623, 5625, and 5626, as presented.

Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5416 – SUPPORTING THE PROPOSED EXTENSION OF STATE HIGHWAY 289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE PROPOSED EXTENSION OF STATE HIGHWAY 289; PROVIDING FOR A REPEALER CLAUSE.

RES 5416
SUPPORTING
HWY 289
EXTENSION

Mayor Magers said the Texas Department of Transportation has requested that all cities affected by State Highway 289, adopt this resolution supporting the project.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5416, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5417 – FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECTS “U.S. HIGHWAY 75 SEWER” AND “WILLOW STREET WATER LINE REPLACEMENT”; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECTS “U.S. HIGHWAY 75 SEWER” AND “WILLOW STREET WATER LINE REPLACEMENT”; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY

RES 5417
HWY 75 SEWER
& WILLOW ST.
WATER LINE
REPLACEMENT

MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

Council Member Adami asked for a summary on the proposed resolution. George Olson, City Manager, explained that on the U.S. Highway 82 Sewer Project there are two property owners that are not allowing the City to come through the right-of-way with the sewer line. The City is requesting an easement, but negotiations to date, have not been successful. The request is an attempt to move forward with the program and to complete the sewer line.

Mark Gibson, Director of Utilities and Engineering, said one of the easements would be located on the west side of Highway 75, south of North Creek Subdivision, and the other on the east side of the highway, northeast of the subdivision by Academy. Mayor Magers verified that the property owners in question currently have septic systems instead of City sewer.

Council Member Steele verified that the project is part of the water and sewer line extension to Highway 691.

Mr. Olson said the City has been negotiating with one individual on the Willow Street Water Line Replacement Project that has come to some agreement, however nothing has been received in writing.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5417, as presented. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5418 – AUTHORIZING THE EXECUTION OF A LONGITUDINAL PIPELINE AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE CONSTRUCTION OF RELIEF SEWER “C”

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LONGITUDINAL PIPELINE AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE CONSTRUCTION OF RELIEF SEWER “C”.

CONSENT AGENDA.

RES 5418
PIPELINE AGREEMENT
RELIEF SEWER C

RESOLUTION NO. 5419 – AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE SHERMAN COUNCIL FOR THE ARTS & HUMANITIES, INC. AND THE FRIENDS OF THE RED RIVER HISTORICAL MUSEUM (AKA RED RIVER HISTORICAL MUSEUM)

RES 5419
SCAH & HISTORICAL
MUSEUM CONTRACTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE SHERMAN COUNCIL FOR THE ARTS & HUMANITIES, INC. AND THE FRIENDS OF THE RED RIVER HISTORICAL MUSEUM (AKA RED RIVER HISTORICAL MUSEUM).
CONSENT AGENDA.

RESOLUTION NO. 5420 – AUTHORIZING THE EXECUTION OF A LANDSCAPE AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND CARE OF A NEW “WELCOME TO SHERMAN” SIGN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LANDSCAPE AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND CARE OF A NEW “WELCOME TO SHERMAN” SIGN.
CONSENT AGENDA.

RES 5420
WELCOME TO
SHERMAN SIGN

RESOLUTION NO. 5421 – AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES.
CONSENT AGENDA.

RES 5421
HOUSEHOLD
HAZARDOUS
WASTE

RESOLUTION NO. 5422 – AUTHORIZING THE PURCHASE OF A NEW TYMCO STREET SWEEPER BODY AND INTERNATIONAL CHASSIS FOR THE STREET SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW TYMCO STREET SWEEPER BODY AND INTERNATIONAL CHASSIS FOR THE STREET SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5422
STREET SWEEPER

RESOLUTION NO. 5423 – AUTHORIZING THE PURCHASE OF A NEW HAMM STEEL WHEEL ROLLER FOR THE STREET SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HAMM STEEL WHEEL ROLLER FOR THE STREET SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 5423
STREET DEPT.
EQUIPMENT

RESOLUTION NO. 5424 – AUTHORIZING THE PURCHASE OF A 2010 MACK RESIDENTIAL AUTOMATED COLLECTION TRUCK CHASSIS AND McNEILUS COLLECTION BODY FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2010 MACK RESIDENTIAL AUTOMATED COLLECTION TRUCK CHASSIS AND McNEILUS COLLECTION BODY FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 5424
AUTOMATED
SOLID WASTE
TRUCK

RESOLUTION NO. 5425 – REVOKING AND REPLACING RESOLUTION NO. 5259; ESTABLISHING SALARY STRUCTURES AND INCENTIVE / ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5259; ESTABLISHING SALARY STRUCTURES AND INCENTIVE / CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.
CONSENT AGENDA.

RES 5425
POLICE & FIRE
SALARY &
ASSIGNMENT PAY

REQUEST TO ADVERTISE ANNUAL SUPPLY OF CHEMICALS

The City Council approved the request to advertise for an annual supply of chemicals for Fiscal Year 2009-2010. The chemicals are primarily used at the Water Treatment Plant and the Wastewater Treatment Plant.
CONSENT AGENDA.

REQ TO ADVERTISE
ANNUAL CHEMICALS

**CHANGE ORDER NO. 1
2009 BIOSOLIDS PROJECT; SYNAGRO OF TEXAS – CDR, INC.; \$17,061.39, DECREASE**

The City Council approved Change Order No. 1, which is a final reconciliatory change order to adjust the final contract amount for the 2009 Biosolids Project at the Wastewater Treatment Plant.

CHANGE ORDER
BIOSOLIDS PROJECT

Most of the cost reduction for the project was attributable to a smaller-than-planned requirement for lime. The amount of biosolids processed was also slightly lower than original estimates.

The change order results in a net decrease of \$17,061.39 for a final contract price of \$142,123.61.
CONSENT AGENDA.

**CHANGE ORDER NO. 1
CANYON CREEK DRIVE EXTENSION PROJECT; GILCO CONTRACTING, INC.; \$8,073.50, INCREASE**

CANYON CREEK
EXTENSION

The City Council approved Change Order No. 1, which is a final closeout to adjust the contract amount for the Canyon Creek Drive Extension project.

The Capital Improvement Program project to build the new section of West Canyon Creek Drive, from its west end at Silverado Trail to Shady Oaks Lane is complete.

The change order is a result of credits for fence construction and lime used for base stabilization. Increases occurred for the amount of concrete used, additional sod needed to stabilize slopes, and one additional metal culvert needed at Shady Oaks and Canyon Creek.

The change order results in a net increase of \$8,073.50 for a final contract price of \$523,068.25.
CONSENT AGENDA.

OTHER BUSINESS

CONSIDER REQUEST OF THE AUSTIN COLLEGE KAPPA GAMMA CHI TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE HOMECOMING 2009 'ROO RUN AND JOEY WALK ON SATURDAY, OCTOBER 17, 2009

The City Council approved the request of Austin College Kappa Gamma Chi to temporarily close certain streets surrounding the College campus for the Homecoming 2009 'Roo Run and Joey Walk on October 17, 2009.

CONSENT AGENDA.

CLOSE STREETS
FOR AUSTIN COLLEGE
HOMECOMING

DISCUSS FINANCE ISSUES RELATED TO GROUP HEALTH INSURANCE AND APPROVE GROUP HEALTH INSURANCE RENEWAL

Robby Hefton, Assistant City Manager/CFO, said at the Budget Workshop it was decided that the City would again go out to see what the alternatives were for the group health plan. With the claims experience the City has there are not many other alternatives. Therefore the City will be continuing with the third party administrator to help with the claims.

He said the City is changing how the claims will be processed. There will be no changes to the employees, but these changes should help manage the costs.

Mr. Hefton also said this is the first year that a new governmental accounting pronouncement will be applicable to the City. Governmental Accounting Standards Board 45 or GASB 45 will require that an actuary study is done to project the costs that would be incurred to provide post retirement benefits to retirees. It will also require that the City "book" any liabilities associated with those costs.

With this change, the City is trying to help manage the cost for today and reduce or minimize the liability that would have to be included on the financials.

EMPLOYEE
HEALTH
INSURANCE

The City will be contracting with an actuary that specializes in the GASB 45 accounting later this month. Mr. Hefton added that the study will be an actuarial calculation on retirees covered by the City's health plan. Mayor Magers confirmed that there will be a liability that must be added to the books from the required study.

Mayor Magers confirmed that the liability will be an unfunded liability. Mr. Hefton said, for the first year, the staff is not recommending that any money "be put back" for the liability. The only way to reduce the liability on the books is to set up an irrevocable trust and deposit funds into the trust. This would reduce the liability on the books.

Mr. Hefton said he is not recommending that now because this is the first year of implementation and the staff doesn't know what the liability will be. Also, there could be steps taken in the future to help reduce that liability.

Mayor Magers asked about a time line on the liabilities. Mr. Hefton said there are two factors that will affect the liability. First, there is a group of retirees that, by agreement, are going to have City provided health care costs when they retire. That coverage will run out when those employees reach age 65.

Second, the design all along, is to as closely as possible, design the rates so that the revenues from the participating retirees pay for the cost of providing that care. If costs are being covered in that manner, there would be no liability.

Council Member Adami confirmed that the City must record the liability but they still have the flexibility to determine how it will be paid, if it must ultimately be paid. He added that it might also include a cost-sharing mechanism with employees or retirees.

Mr. Hefton said this calculation must be "revisited" at least every two years. Council Member Adami added that the City has had the liability, but now it has to be recorded. He asked if there would be a cost savings with using the same actuary that the Texas Municipal League uses for their studies. Mr. Hefton said the quote for the actuary services is less than \$25,000.

Mr. Hefton said there is a similar liability for the unfunded portion of the retirement plan. That liability is being funded over the next 30 years and at the end of that period there will be no more unfunded liability.

Any recommendations to fund any portion of the unfunded liability would not be made until the 2011 Budget.

CITIZENS REQUESTS

There were no citizens requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

RESOLUTION SUPPORTING STATE HIGHWAY 289

Kathy Williams, Herald Democrat Reporter, asked if Resolution 5416, approved earlier in the meeting, was specifically for the pass-through tollway where the State refunds the County money that was expended for the construction of that road. She asked if there would need to be a similar resolution if the road is constructed as a private toll road.

HIGHWAY 289 SUPPORT

Noel Paramanantham, Texas Department of Transportation Interim Area Engineer, said the resolution is just for the signing of State Highway 289 and has nothing to do with the pass-through toll agreement.

Mrs. Williams confirmed that no resolution would be required if Highway 289 becomes a private for-profit toll road.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

PARKS AND RECREATION ADVISORY BOARD (2) ACTION TAKEN.

Motion by Council Member Adami to reappoint Casey Peacock to the Parks and Recreation Advisory Board for a term from October 1, 2009 to October 1, 2011 and to appoint John Murphy for a term from October 6, 2009 to October 6, 2011. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

PARKS & RECREATION ADVISORY BOARD

COUNCIL COMMENTS

FIRE PREVENTION MONTH AND NATIONAL NIGHT OUT

Council Member Adami wished the Fire Department the best of luck with Fire Prevention Month and asked Tom Watt, Police Chief, if he would like to remind citizens about National Night Out.

FIRE PREVENTION MONTH & NATIONAL NIGHT OUT

Chief Watt said National Night Out will be held tomorrow night, with six locations in Sherman. He invited Council Members, staff, and citizens to attend.

BULK TRASH PICK-UP

Council Member Howeth said since she lives in southeast Sherman she had her bulk trash picked up curbside for the first time under the new monthly service. She thanked the staff and Solid Waste employees for the effort.

BULK TRASH PICK-UP

RECENT FIRE AND POLICE PRESENTATION

Mayor Magers recognized Chief Jones and Chief Watt for their presentation several weeks ago about the reorganization. He added that Sherman's safety professionals do a great job.

FIRE & POLICE PRESENTATION

FLU SHOT RUMORS

Mayor Magers said his family recently attended the flu shot clinic at Walgreens. They had 100 shots and 85 people in line 15 minutes prior to opening. He thanked Chief Jones for staying on top of all the rumors about the upcoming flu season.

FLU SHOT RUMORS

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

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

EXECUTIVE SESSION

SECTION 551.072

DELIBERATION REGARDING
REAL PROPERTY
DELIBERATE REGARDING THE
POTENTIAL PURCHASE,
EXCHANGE, LEASE, OR VALUE
OF A PIECE OF REAL PROPERTY:
BLALOCK FIRE STATION IN THE
100 BLOCK OF HIGHWAY 1417
EAST

SECTION 551.074

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

GRAYSON CENTRAL APPRAISAL
DISTRICT BOARD OF DIRECTORS
(1)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:33 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:04 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**

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (3)**

ACTION TAKEN.

Motion by Council Member Steele to reappoint Rad Richardson to the Sherman Economic Development

SEDCO

Corporation Board of Directors for a term from October 1, 2009 to October 1, 2011 and to appoint Juston Dobbs and Jeffrey Todd Thompson for a term from October 6, 2009 to October 1, 2011. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5426 – NOMINATING A CANDIDATE TO THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, NOMINATING A CANDIDATE TO THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

RES 5426
APPRAISAL DISTRICT
APPOINTMENT
(NOT APPROVED)

Mayor Magers explained that the City has worked in the past to get Board Members appointed to the Grayson Central Appraisal District Board of Directors. He added that this is an organization in which an entity is penalized for being a fiscal conservative.

Sherman doesn't have enough votes to have their nominee elected to the Board and when they reduced property taxes even more, they received even fewer votes through the Appraisal District. He asked for a motion to abstain from a nomination.

ACTION TAKEN.

Motion by Council Member Wacker to abstain from nominating any representative to the Grayson Central Appraisal District Board of Directors. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED TO ABSTAIN.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:08 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.5

PROCLAMATION

“Lions White Cane Day” – October 24, 2009

Issue

Each year, the Sherman Noon Lions Club participates in “White Cane Day” to collect donations to help the needy with sight problems.

Background

The Lions Club voluntarily provides all manpower and leadership for the effort to collect donations from citizens wishing to participate in saving vision.

Origination

The request came from Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, Sherman Noon Lions Club.

Financial Consideration

There is no financial consideration.

Staff Recommendation

The staff recommendation is to present the proclamation naming October 24, 2009 as “Lions White Cane Day” in Sherman.

Alternatives

The City Council could choose not to present the proclamation.

Attachments

The proclamation is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, Lions International, with over 1,300,000 members in the free world, has been dedicated to saving sight for over sixty years, and

WHEREAS, the Sherman Noon Lions Club has been outstanding in its community in helping the needy with sight problems through the use of its White Cane donations, and

WHEREAS, the Sherman Noon Lions Club has invited its neighbors to share in saving vision by donating to its White Cane Day event, and

WHEREAS, the Lions Club voluntarily provides all manpower and leadership for the volunteer effort.

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 24, 2009

LIONS WHITE CANE DAY

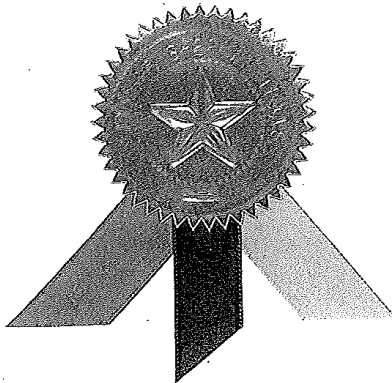
in the City of Sherman and invite all citizens to join me in sharing the Lions concern for the best sight possible for our neighbors in need, by giving generously to Lions White Cane Day. Every penny will give "The Gift of Sight."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 19th day of October, 2009.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.6

PROCLAMATION

“Chamber of Commerce Week” – October 19-23, 2009

Issue

To present a proclamation designating October 19 through 23, 2009 as “Chamber of Commerce Week” in the City of Sherman

Background

October 19 through 23, 2009 has been designated Texas Chamber of Commerce Week.

Origination

The request came from the Chamber of Commerce.

Financial Consideration

There is no financial consideration.

Staff Recommendation

The staff recommendation is to present a proclamation designating October 19 through 23, 2009 as “Chamber of Commerce Week” in Sherman.

Alternatives

The City Council could choose not to present the proclamation.

Attachments

The proclamation is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, more than six hundred local chambers of commerce in Texas distinguish themselves as the voice of business in our State, and

WHEREAS, the work accomplished by those local chambers has benefited our State through their economic development and community development programs, and

WHEREAS, the local chambers of commerce unceasingly promote their community for quality growth and development, and

WHEREAS, the business community, represented through local chambers of commerce, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the creation of jobs, and a positive vision of the future, and

WHEREAS, the chamber of commerce community in Texas has sought to achieve successful results for our State in a cooperative spirit with other organizations.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 19 through 23, 2009 as

CHAMBER OF COMMERCE WEEK

in the City of Sherman and encourage all citizens to recognize the many contributions the Sherman Chamber of Commerce has made to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 19th day of October, 2009.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. A.7

SPECIAL PRESENTATION

Recognition of City of Sherman Award:

“Certificate of Achievement for Excellence in Financial Reporting”

Issue

The City of Sherman Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2008.

Background

The Certificate of Achievement for Excellence in Financial Reporting constitutes recognition by the Government Finance Officers Association of the United States and Canada that we have achieved a level of excellence in financial reporting. This is the latest award period and will mark the twenty first straight year that we have received this recognition. We have been recognized every year that we have submitted this Comprehensive Annual Financial Report for analysis by the Association. This award is recognition of the highest level of excellence in governmental accounting and financial reporting. It speaks well of the City of Sherman, the Finance Department, and all operating departments that play a role in the financial reporting process. It also reflects favorably on the external audit firm that has been an important part of the financial reporting process. It is a prestigious award to obtain, in that demanding criteria must be met with full financial disclosure being paramount.

Origination

City Manager's Office

Financial Consideration

None

Staff Recommendation

It is recommended that the City Council accept the award and present the plaque to Controller Mary Lawrence.

Alternatives

None recommended

Attachments

GFOA News Release dated September 25, 2009

Certificate and Award Documentation

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

09/25/2009

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)—The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Sherman** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, City of Sherman

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Sherman
Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2008

A Certificate of Achievement for Excellence in Financial
Reporting is presented by the Government Finance Officers
Association of the United States and Canada to
government units and public employee retirement
systems whose comprehensive annual financial
reports (CAFRs) achieve the highest
standards in government accounting
and financial reporting.



President

Executive Director



The Government Finance Officers Association
of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Sherman, Texas



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date September 25, 2009



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5627

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Kyle Boothe, Bluestone Partners, LLC (Owners) to Allow an Assisted Living/Memory Care, Independent Living and Medical Office Facility in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Kyle Boothe, Bluestone Partners, LLC (Owners) concerning the property located at 505 F.M. 1417 North (Heritage Parkway) to allow an assisted living/memory care, independent living and medical office facility in an R-1 (One and Two Family Residential) District

Background

The property is located at 505 F.M. 1417 North (Heritage Parkway North). The building, formerly a nursing home, has been vacant for a number of years. Sterling Legacy Holdings was approved for a Specific Use Permit to allow a geriatric psyche facility for patients 55 and over with inpatient and outpatient services on November 5, 2007, but they never opened for business.

Origination

Kyle Boothe, Bluestone Partners, LLC (Owners)

Board Recommendation

At the September 22, 2009 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5627

Location Map

Photograph

Brochure

Site Plan

P&Z Communication Form

Letters

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO KYLE BOOTHE, BLUESTONE PARTNERS, LLC (OWNERS) TO ALLOW AN ASSISTED LIVING/MEMORY CARE, INDEPENDENT LIVING AND MEDICAL OFFICE FACILITY IN AN R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AT 505 F.M. 1417 NORTH (HERITAGE PARKWAY), BEING 2.8 ACRES IN THE G.W. MCGLOTHLIN SURVEY, ABSTRACT NO. 828; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Kyle Boothe, Bluestone Partners, LLC (Owners) are granted a Specific Use Permit to allow an assisted living/memory care, independent living and medical office facility in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.W. McGlothlin Survey, Abstract No. 828, being a part of a 6.438 acre tract of land described in Tract No. 1 in deed from RSR Properties, Inc. to East Fork Joint Venture, dated June 14, 1985, recorded in Volume 1756, Page 101, Deed Records, Grayson County, Texas, being the same 2.799 acre tract of land conveyed by IHS Acquisition No. 141, Inc. to CamSherman II, LLC by deed

dated March 2, 2004, recorded in Volume 3628, Page 92, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at found concrete right-of-way monument maintaining the Southwest corner of both said 6.438 acre tract, and 2.799 acre tract, the Northwest corner of a tract of land conveyed by Mutual Benefit Life Insurance Company in Rehabilitation Successor to the Mutual Benefit Life Insurance Company to GSP Equities, L.C. by deed dated September 2, 1992, recorded in Volume 2231, Page 786, Real Property Records, Grayson County, Texas, on the East right-of-way line of F.M. Highway 1417, at highway station 261+98.9;

THENCE North 23 deg. 36 min. 00 sec. East, with the East right-of-way line of said F.M. Highway No. 1417, a distance of 275.00 feet to a set ½ inch rebar for the Southwest corner of a 14.5127 acre tract of land conveyed by Bank One., Texas, N.A. to Sherman Church of the Nazarene by deed dated April 16, 1993, recorded in Volume 2265, Page 943, Real Property Records, Grayson County, Texas;

THENCE South 80 deg. 50 min. 20 sec. East, with a South line of said 14.5127 acre tract, at a distance of 1.0 foot passing a chain link fence corner post, and continuing with the general line of a chain link fence, at a distance of 380.37 feet passing a chain link fence corner post at an angle point in said fence, and continuing for a total distance of 412.77 feet to a found ½ inch rebar on the West line of Lot Thirteen (13) in Block One (1) of Laurel Creek Addition, Section Three to the City of Sherman, Texas as shown by plat of record in Volume 10, Page 49, Plat Records, Grayson County, Texas;

THENCE South 04 deg. 25 min, 53 sec. West, with the West line of said Lot Thirteen, passing its Southwest corner, the Northwest corner of Lot Fourteen (14) in said Block One, and continuing with the West line of said Lot Fourteen for a total distance of 267.01 feet to a found ½ inch rebar maintaining the Southwest corner of said Lot Fourteen, the Northeast corner of the above mentioned GSP Equities tract;

THENCE North 80 deg. 51 min. 46 sec. West, with the North line of said GSP Equities tract, a distance of 503.36 feet to the **PLACE OF BEGINNING**, and containing 2.80 ACRES OF LAND more or less.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes shall be coordinated with the Fire Marshal, (903.892.7267)
3. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.

4. All parking shall be on private property; parking is permitted on paved surfaces only.
5. Any structures, signs, etc. built over the 20' utility and drainage easement located along the front property line will require an encroachment easement from the City Council and utility providers.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. City Council approval is required for the encroachment into the 20' Drainage and Utility Easement.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

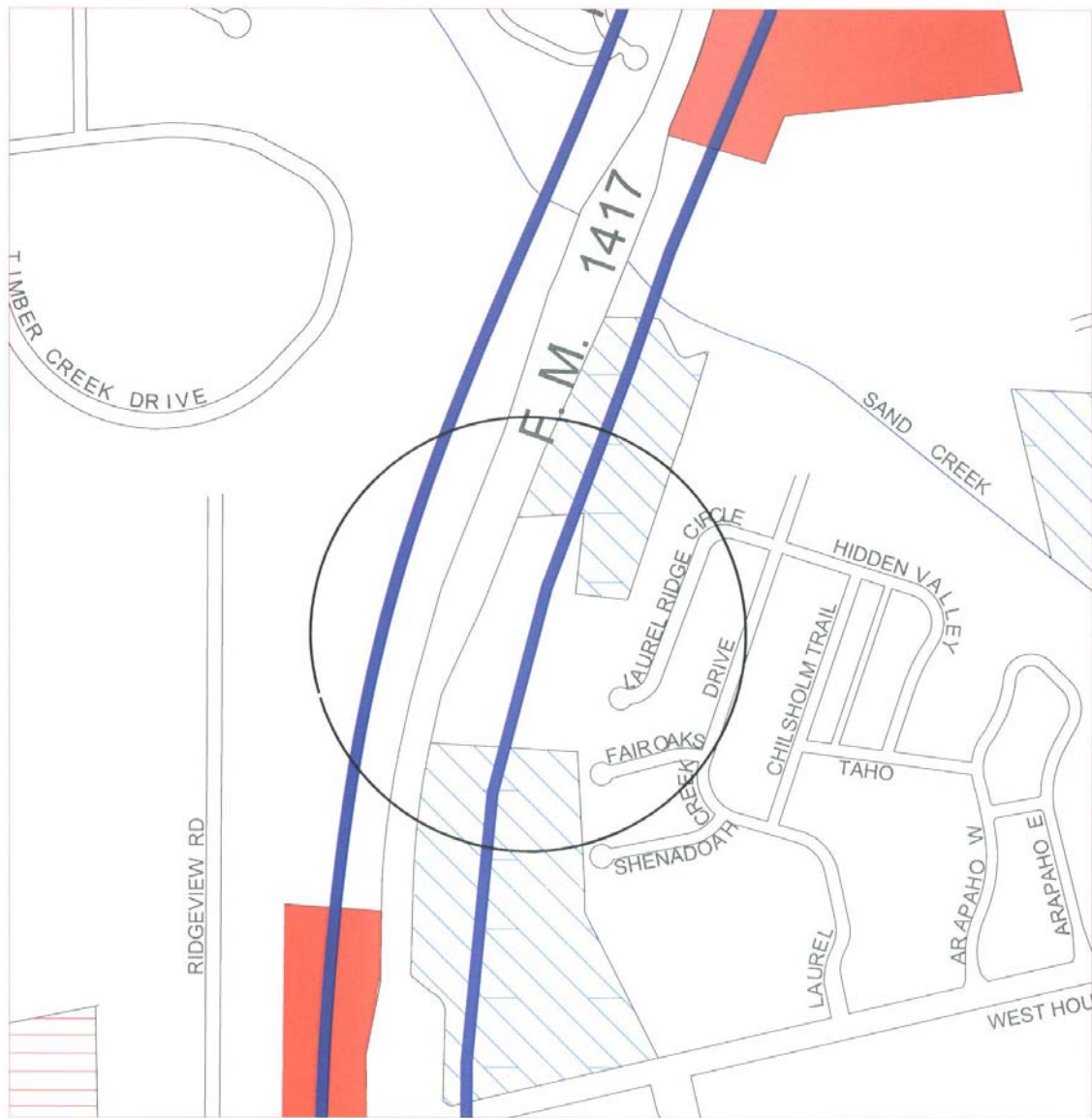
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



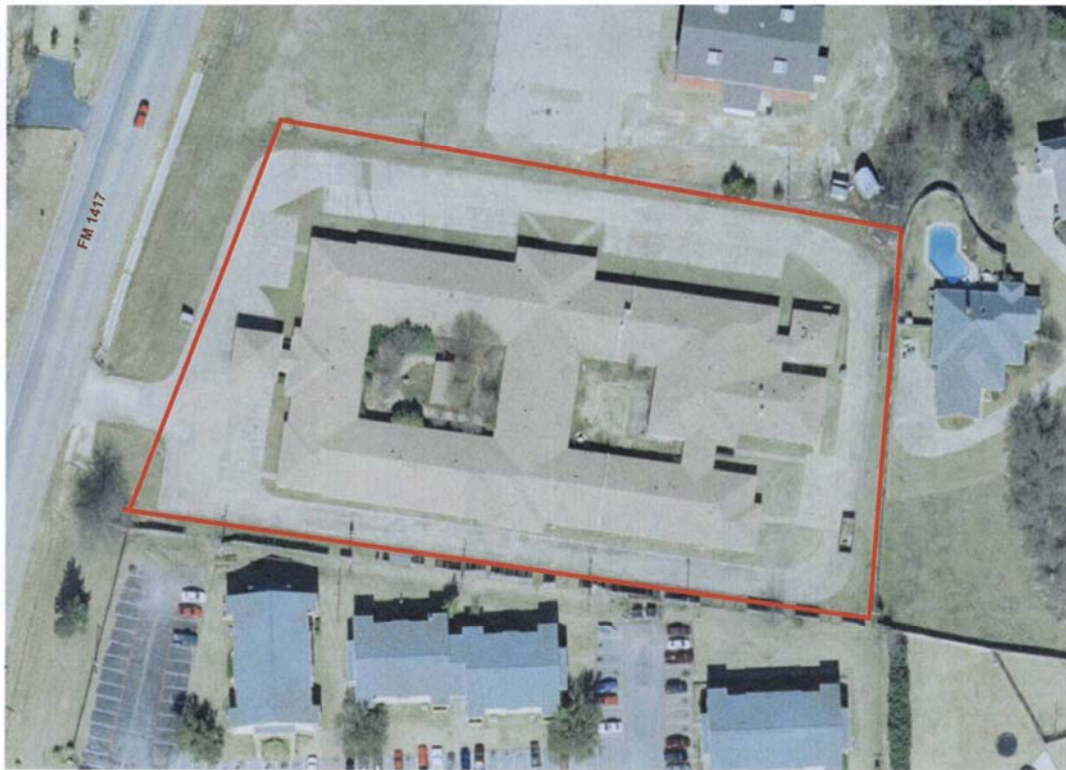
R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M H	MANUFACTURED HOUSING DISTRICT
R-1	ONE FAMILY RESIDENTIAL DISTRICT	BLA	BLACK INDUSTRIAL PARK
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 82
C-1	RETAIL BUSINESS DISTRICT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



505 F.M. 1417 (HERITAGE PARKWAY)

ENGINEERING DEPARTMENT





0 35 70 140 210 280 Feet

505 F.M. 1417 N





2913 Overland Trail Suite 100 | 903.813.1415 Telephone
Sherman, TX 75092 903.893.2124 Fax

Planning & Zoning Board
To Whom It May Concern:

Bluestone Partners plans to undertake an interesting and promising project for the Sherman community. It is our desire for everyone to be completely informed on what our plans are for this project at 505 N. FM Hwy 1417. Bluestone Partners acquired this property in February 2009 and the main goal is to renovate, upgrade and maintain this facility as a fully operational Assisted Living, Memory Care, and Independent Living Senior Community

The upgrades to this facility will include:

- Covered Parking Structure
- Cosmetic Exterior Upgrades
- Repaving Parking Lot
- Landscaping Features with Waterfall
- New Signage
- Landscaped Courtyards
- Many Energy Efficient Upgrades
- Upgraded Floor Plans
- Complete Interior Cosmetic Upgrades
- Many added Amenities
- And Much More

Another objective of this project is to enhance the surrounding community this facility is a part of. We will strive to make sure all operations will only give appeal to the surrounding neighborhoods, businesses, and homes. Traffic volume in & out of a facility of this nature should be light to moderate. Screening fences are already in place on the North and East edges. There will be considerable added landscaping features to enhance the look of the property as well as the building. We are proposing to add a landscaped waterfall with signage to the front entrance.

After all is said and done, we hope to have in place, a project with high class business ethics and operations, a facility with tremendous appeal to the area, and a community that can enhance senior living in the Sherman market. . We are currently finalizing all of the details to start this project and have developed a relationship with a management company, based in Texas, which we expect to do an excellent job in running this facility. We hope that any negatives this facility currently maintains will be corrected through our work on this project. We would be happy to answer any questions that you may have about this project. Thank you.

Kyle Boothe

A handwritten signature in dark ink, appearing to be "K. Boothe", written over a light blue horizontal line.

Bluestone Partners, LLC

Facility Details

- 38,500 sq. ft. of Heated and Cooled Space
- 15,000 sq. ft. of Interior Courtyards
- Asphalt parking (50 Spaces)
- Property to be completely restored and updated
- Foundation, structure, wiring, sprinkler system, and plumbing in great condition
- Covered Parking Structure will be added at entrance
- Landscape feature will be constructed to add curb appeal

Specific Use

Assisted Living

Assisted living facilities are for people needing assistance with Activities of Daily Living (ADLs) but wishing to live as independently as possible for as long as possible. Assisted living exists to bridge the gap between independent living and nursing homes. Residents in assisted living centers are not able to live by themselves but do not require constant care either. Assisted living facilities offer help with ADLs such as eating, bathing, dressing, laundry, housekeeping, and assistance with medications. Many facilities also have centers for medical care; however, the care offered may not be as intensive or available to residents as the care offered at a nursing home. Assisted living is not an alternative to a nursing home, but an intermediate level of long-term care appropriate for many seniors.

Memory Care

Memory Care Units are licensed specifically for those diagnosed with Alzheimer's or other dementias. These secure, specialized facilities offer services and structure specially designed to accommodate those with various dementias. The staff has had specialized training in caring for those with dementia and related diseases. This level of care offers twenty-four hour supervision, secure units (locked), meals, activities, and care services specific to each resident.

Independent Living

Communities that are designed for older adults who can live without the assistance of others. These can either be a simple apartment or offer meals, housekeeping, and laundry services.

Note:

We would like to also have the option to create health care offices on the west side of the facility. This option would pertain, if at any point during operational phase the revenue stream does not meet the criteria or standard that has been set. This option could give the business flexibility to withstand any downturns in the market.

Development Summary

The Traditions, our senior living community is all constructed on one level with a choice of Floor plans. Apartments will have scenic views of the newly constructed courtyards and surrounding property trees. Depending on location of some apartments, there are views of the area hillsides.

The apartments will include a :

- **Living Room**
- **Kitchenette**
- **Bedroom**
- **Bathroom**

The kitchen will include:

- **Built-in Microwave**
- **Refrigerator**
- **Dishwasher**
- **Cabinets**

The facility will offer more than just a secure, comfortable, living environment. Residents will benefit from the following amenities:

- **Large Dining Area**
- **Private Dining Area**
- **Local Area Restaurant Catering**
- **Housekeeping Services once a week**
- **Planned Activities**
- **In-depth Library**
- **Various Sitting areas throughout property**
- **Snack Bar Area**
- **Snacks & Drinks available at all times**
- **Scheduled Transportation**
- **Internet Café**
- **Fully Sprinklered Facility w/ Alarm**
- **Emergency Call System**
- **Complimentary Laundry Service**
- **24 Hour Security System**
- **Gym & Wellness Facility**
- **Arts & Crafts Room**
- **Multimedia - "Movie Room"**
- **Indoor walking trail**
- **Weekly Cleaning Services**
- **Rent includes all utilities**
- **Landscape Maintenance**
- **2 Large Secured Interior Courtyards**
- **Private Security Access**

(This list is optional and subject to change based on partnership agreement.)

Home Hospice services will be available which include:

- **Medication**
- **Mobility**
- **Personal Hygiene**
- **Transferring**
- **Incontinence**
- **Dressing**
- **Bathing**
- **Health Care Coordination**

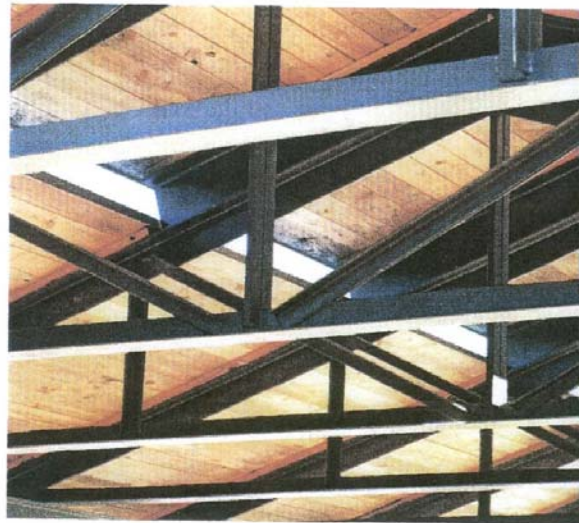


-This is the closest point from the proposed structure to the property line.



exterior elevations

Front Parking Structure(Comparable Materials)



Landscape Waterfall Feature



Note: This picture is a comparable feature (materials, structure, elevation).

Signage

- One sign angled facing southwest
 - 65 Square Feet
 - Stone & Mortar
- One sign angled facing northwest
 - 65 Square Feet
 - Stone & Mortar
- Flood Lights pointed at each sign

Waterfall Feature

- Total Area: 25' x 15'
- Landscaping scattered throughout
- Lighting scattered throughout
- Two Waterfalls angled to form a V

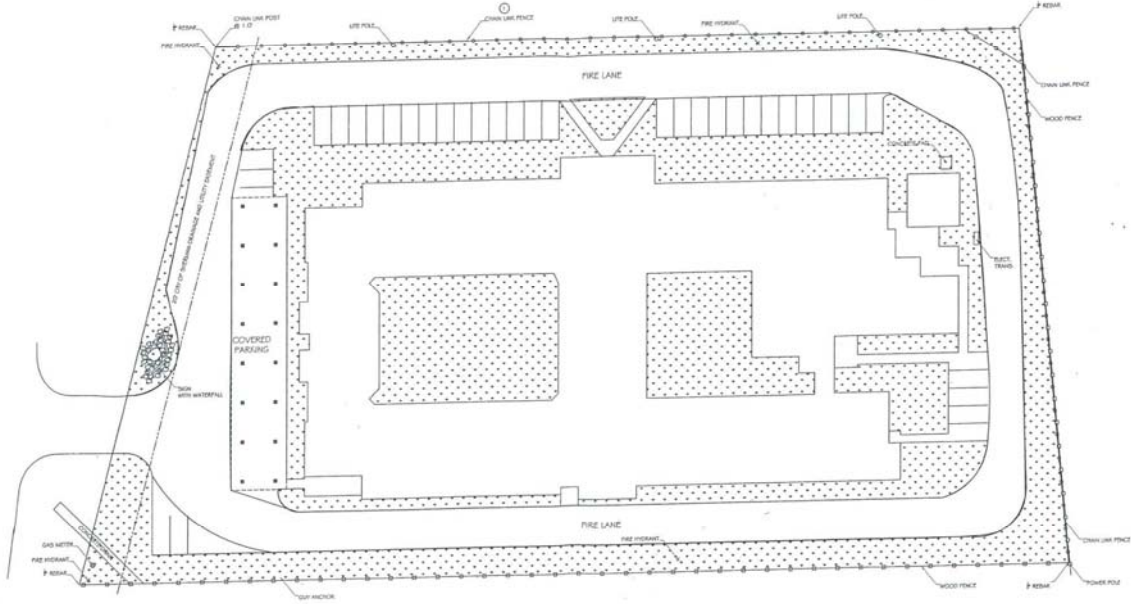
Check Master Site Plan for location and footprint

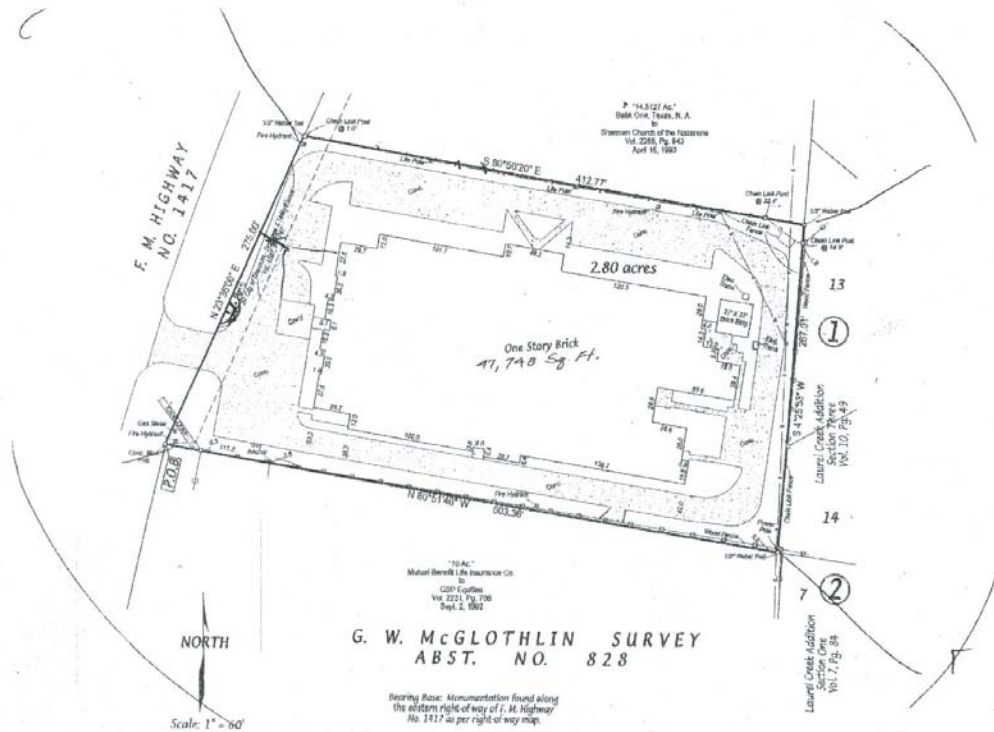
MASTER SITE PLAN

OWNER: R. L. WHITE FAMILY
 GROSS AREA: 2.80 ACRES
 BUILDING AREA: 33,778 SQ. FT.
 PAVED SURFACED AREA: 42,235 SQ. FT.
 UNPAVED AREA: 14,270 SQ. FT.
 PARKING REQUIRED: 22 SPACES
 PARKING PROVIDED: 31 SPACES

GENERAL MASTER SITE PLAN NOTES:

1. VARIANCE REQUEST: REMOVAL OF CHAIN LINK FENCE ON NORTH SIDE OF PROPERTY
2. PROVIDE FIRE LANE STOPPED IN COMPLIANCE WITH THE CITY OF BIRMINGHAM FIRE UNDERPASS REGULATIONS
3. LANDSCAPING IN PARKING DELANDS ARE AT THE REQUESTED SUPPLIER SHALL BE NOTIFIED TO COMPLY WITH THE CITY OF BIRMINGHAM LANDSCAPING ORDINANCE





G. W. McGLOTHLIN SURVEY
ABST. NO. 828

SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors

P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: STERLING LEGACY HOLDINGS, LLP

I, Marshall Sartin, registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 20th day of April, 2004, and that the property corners were relocated, and a visual inspection of all improvements was made on the 3rd day of August, 2007 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements located on said property are known as 505 NORTH F. M. HIGHWAY 1417, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 22, 2009
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

505 F.M. 1417 North (Heritage Parkway)
Being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828
Specific Use Permit, Site Plan, Exception & Variances

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow an assisted living/memory care, independent living and medical office facility in an R-1 (One Family Residential) District and the O-1.1 (FM 1417) Overlay District.

Board of Adjustments

Exception to allow a landscaped area on the north side adjacent to a residentially zoned property in lieu of the required wood, stone, brick, concrete block or other permanent material in an R-1 (One Family Residential) District and the O-1.1 (FM 1417) Overlay District.

Board of Adjustments

Variance to allow a 31' front yard setback for a covered parking area in lieu of the required 40' in an R-1 (One Family Residential) District and the O-1.1 (FM 1417) Overlay District.

Board of Adjustments

Variance to allow two 65 square foot face area signs in lieu of one permitted 65 square foot sign in an R-1 (One Family Residential) District and the O-1.1 (FM 1417) Overlay District.

Board of Adjustments

Variance to allow a 2' front yard setback for a sign in lieu of the required 25' in an R-1 (One Family Residential) District and the O-1.1 (FM 1417) Overlay District.

Background

The property is located at 505 F.M. 1417 North (Heritage Parkway North). The building, formerly a nursing home, has been vacant for a number of years. Sterling Legacy Holdings was approved for a Specific Use Permit to allow a geriatric psyche facility for patients 55 and over with inpatient and outpatient services November 5, 2007, but they never opened for business.

Adjacent Zoning:

R-2 (Multi-Family Residential) District

Origination:

Kyle Boothe, Bluestone Partners, LLC (Owners)

Master Plan Designation:

General Commercial

Number of notices mailed:

14

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:

**Patsy Reeves,
Development Services Secretary**

Approved by:

**Scott Shadden,
Director of Development Services**

STAFF REVIEW LETTER

September 17, 2009

Kyle Boothe
PO Box 368
Sherman, Texas 75091

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow an assisted living/memory care, independent living and medical office facility in an R-1 (One Family Residential) District and the O-1.1 (FM 1417) Overlay District for the property located at 505 F.M. 1417 North (Heritage Parkway), has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2009 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-1 (One Family Residential) District Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes shall be coordinated with the Fire Marshal, (903.892.7267)
3. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
4. All parking shall be on private property; parking is permitted on paved surfaces only.
5. Any structures, signs, etc. built over the 20' utility and drainage easement located along the front property line will require an encroachment easement from the City Council and utility providers.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required

Engineering:

7. City Council approval is required for the encroachment into the 20' Drainage and Utility Easement.

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

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

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

Respectfully,

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

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director Utilities & Engineering Services	Jeff Miller, Director of Public Works
	Brandon Shelby, City Attorney	
	Lisa Whitfield, Engineering & Development Coordinator	

SHERMAN



FIRE DEPARTMENT

Phone No. (903) 892-7263

Fax No. (903) 813-0411

September 18, 2009

Bluestone Partners, LLC
Kyle Boothe
505 North Heritage Parkway
Sherman, TX 75092

Dear Mr. Kyle Boothe,

This letter is to affirm the meeting with Bluestone Partners representative Todd Young on September 1, 2009. A tour of your location at 505 North Heritage Parkway revealed some deficiencies that will have to be addressed before final Fire Marshal approval.

Fire Alarm and Suppression systems must be upgraded to current standards. Including but not limited to:

1. Clear access to current FDC location.
2. Approval of Stand pipe Suppression system.
3. Approval of Updated Fire Alarm system.

Please feel free to call if you have any questions or concerns.

Danny Fuller
Fire Marshal

Cc: Bluestone Partners LLC.
Mr. Scott Shadden
Members of the City of Sherman Planning and Zoning Commission,



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5628

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO Transmissions (Prospective Buyer) to Allow Automotive and Heavy Vehicle Repair, Transmissions, Brakes, Mufflers, Shocks, Oil & Lube in a C-2 (General Commercial) District at 4114 Texoma Parkway, being 0.50 Acres in the W.F. Patterson Survey, Abstract No. 969; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO Transmissions (Prospective Buyer), concerning the property located at 4114 Texoma Parkway, to allow automotive and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube in a C-2 (General Commercial) District

Background

The property is located at 4114 Texoma Parkway, between Gallagher Drive and Frisco Road. The applicant would like to operate an automotive and heavy vehicle repair shop, which includes transmissions, brakes, mufflers, shocks, oil and lube at this location. The structure will be upgraded to masonry or equivalent on three sides of the building.

Origination

Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO Transmissions (Prospective Buyer)

Board Recommendation

At the September 22, 2009 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5628
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5628

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO EARL S. KEESE, SR. (OWNER) AND STUART A. MANNING, AAMCO TRANSMISSIONS (PROSPECTIVE BUYER) TO ALLOW AUTOMOTIVE AND HEAVY VEHICLE REPAIR, TRANSMISSIONS, BRAKES, MUFFLERS, SHOCKS, OIL & LUBE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4114 TEXOMA PARKWAY, BEING 0.50 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO Transmissions (Prospective Buyer) are granted a Specific Use Permit to allow automotive and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube in a C-2 (General Commercial) District at 4114 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

LOCATED in Grayson County, Texas, being a part of Survey originally granted to W.F. Patterson, Abstract No. 969, and being a part of a tract of land conveyed by J.R. Wood et ux to J.B. Floyd by deed dated August 8, 1944, recorded in

Volume 460, Page 476, Deed Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at an iron bolt at the Southeast corner of a tract of 10 acres of land conveyed by J.B. Floyd et ux to Texas Power & Light Co., by deed dated December 17, 1953, recorded in Volume 746, Page 537, Deed Records, Grayson County, Texas, said iron bolt being the Northwest right-of-way line of U.S. Highway No. 75;

THENCE South 29 degrees, 38 minutes West along the Northwest right-of-way line of U.S. Highway No. 75 a distance of 96 feet to a stake for the Southeast corner of the herein described tract;

THENCE North 60 degrees, 22 minutes West a distance of 226.875 feet to a stake for the Southwest Corner of the herein described tract;

THENCE North 29 degrees, 38 minutes East a distance of 96 feet to a stake for the Northwest corner of the herein described tract, said stake being on the South line of said Texas Power & Light Co. 10 acre tract;

THENCE South 60 degrees, 22 minutes East along the South line of said Texas Power & Light Co. 10 acre tract a distance of 226.875 feet to the place of beginning.

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

Zoning:

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

Engineering:

7. Drive approaches shall be delineated and conform to all TxDOT and City of Sherman standards. A TxDOT permit is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

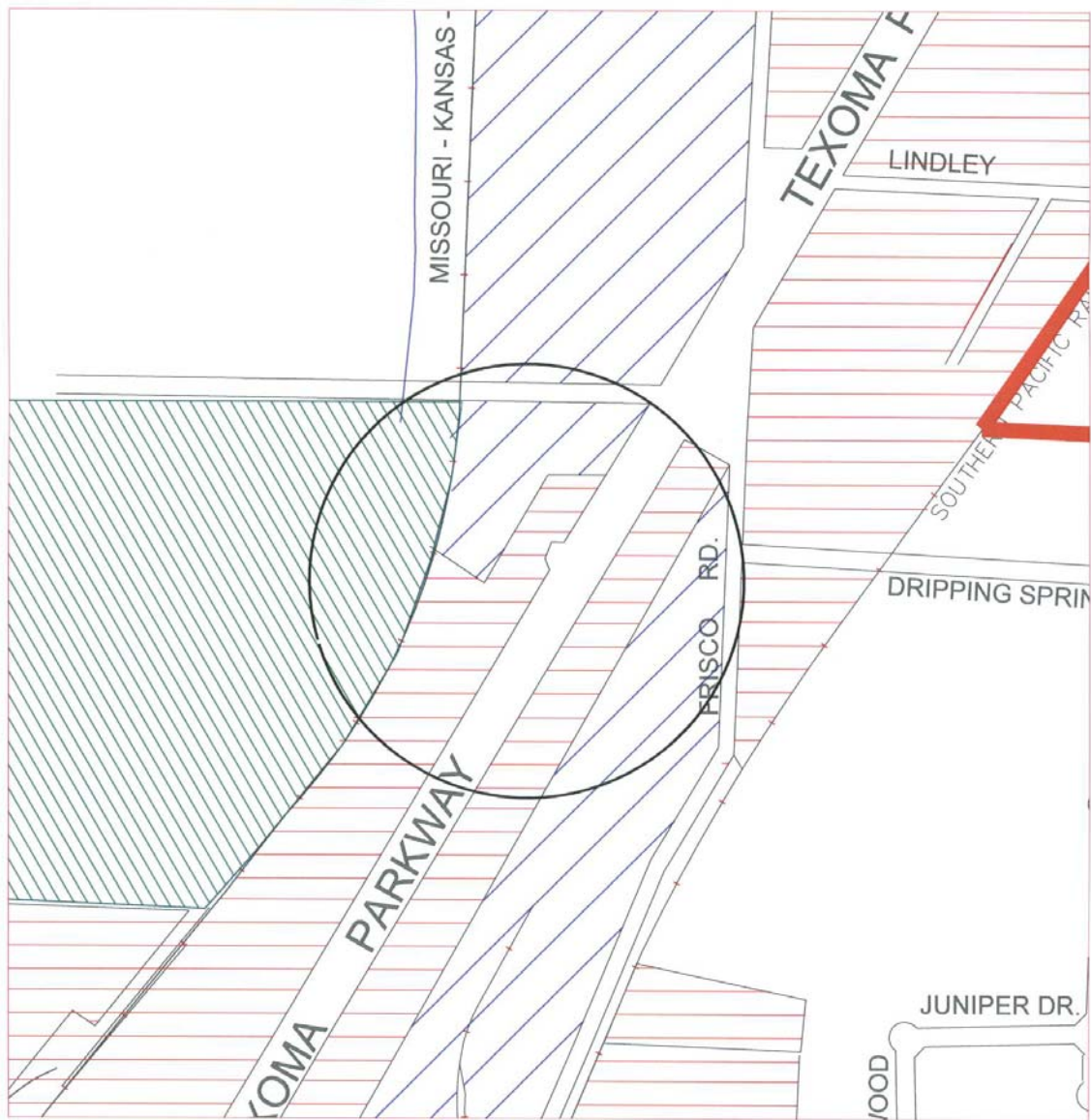
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



LEGEND

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



4114 TEXOMA PARKWAY

ENGINEERING DEPARTMENT





0 25 50 100 150 200 Feet

4114 Texoma Pkwy.



H H Homes Hogenson, Inc.
N-Site Development

Office Location: 526 Highway 120 East, Pottsboro, TX 75076
Office (903) 786-5042 Mobile (903) 814-8494 Fax (903) 786-5041
www.hhhomes.net
e-mail address: HershelHogenson@YMail.com

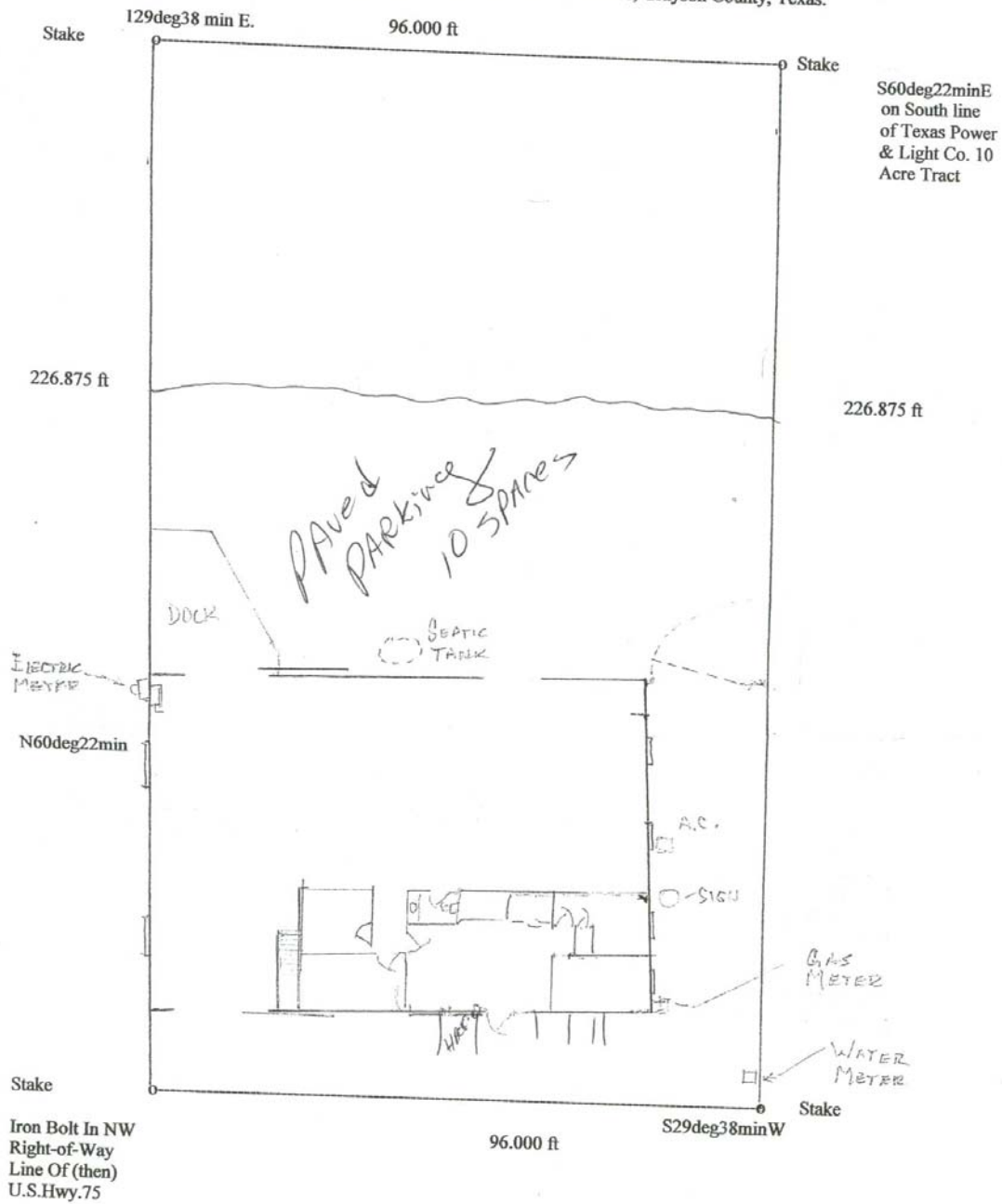
Stuart Manning
Commercial Building Bid

- ❖ Demolish south rooms and remove electrical.
- ❖ Refurbish existing rooms and add new rooms per plans including handicap accessible restroom.
- ❖ Paint exterior of building where masonry is not installed.
- ❖ Install footing on front & both sides along with full brick masonry on front and two sides.
- ❖ Tape, bed, texture and paint as necessary interior offices.
- ❖ All electrical, plumbing and HVAC necessary to complete interior offices.
- ❖ All electrical and plumbing, includes new lights, to service area.
- ❖ Reframe existing metal building to add ^{12x16'}~~20'~~ door in front and ¹²~~10~~x16 door in rear and other modifications as necessary to maintain structural integrity.
- ❖ Construct ramp to rear service door of base rock, covered with asphalt. Asphalt 75'X75' rear parking lot, ramp, side drive and resurface front parking lot. Initial 10' from building to be cut out and resurfaced to lessen risk of water intrusion into building.

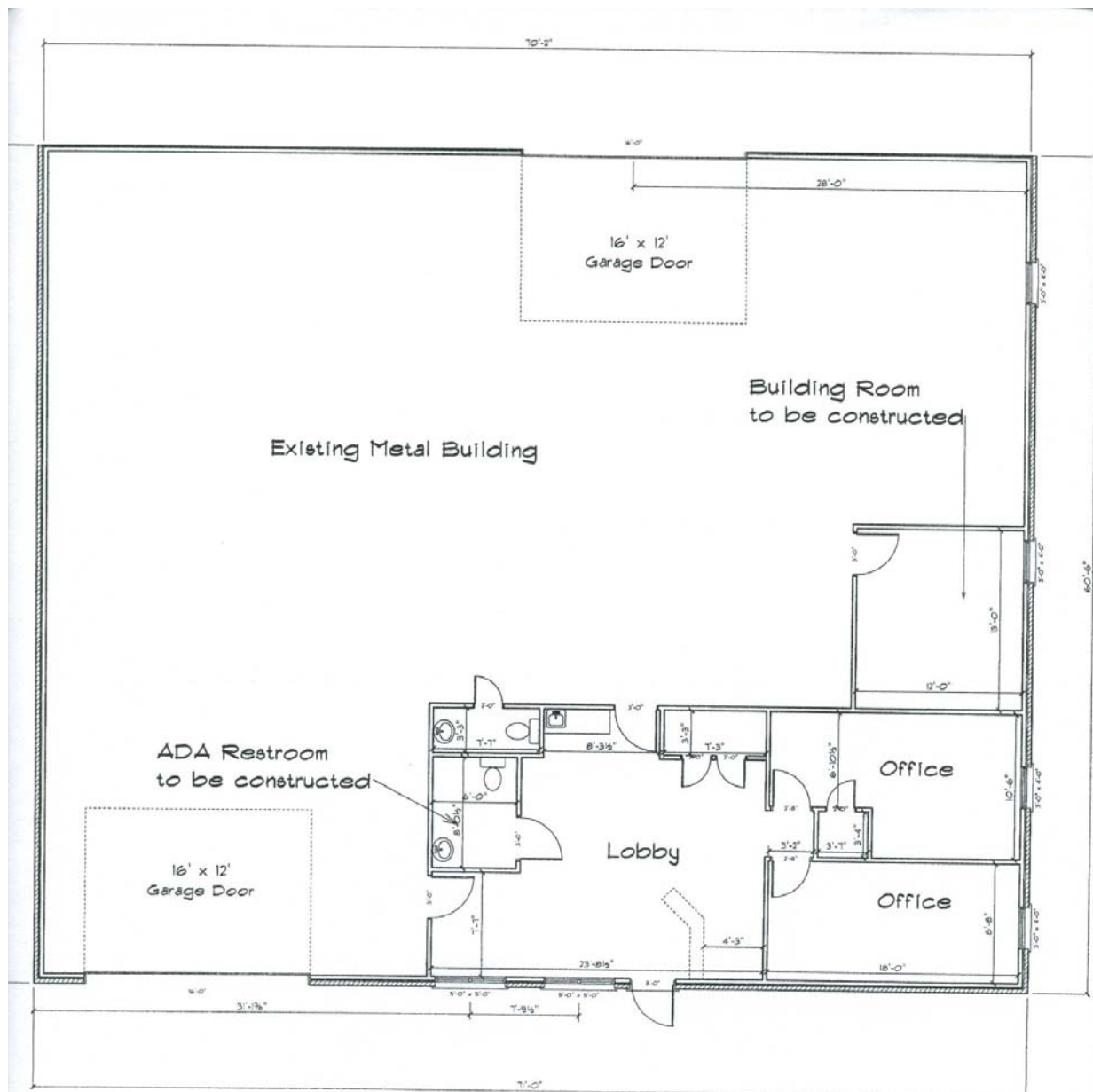
- ❖ Blade off balance of rear parking lot.
- ❖ Tile entry floor and carpet offices.
- ❖ Plumb for compressor.
- ❖ Electrical wiring completed to lifts.
- ❖ Insulate walls and ceiling of offices.
- ❖ Insulate balance of service/shop area.

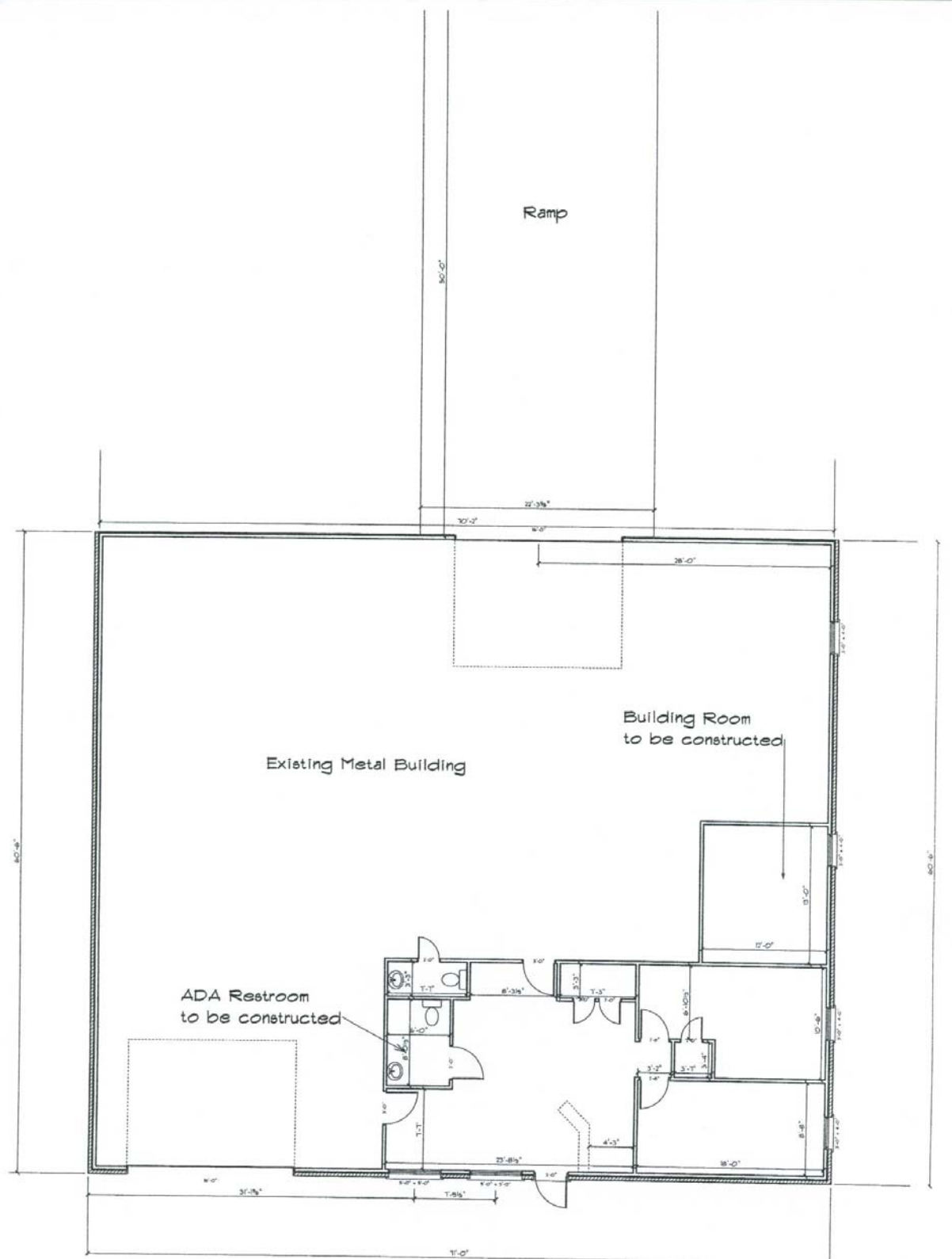
Total Bid Price	\$138,800.00
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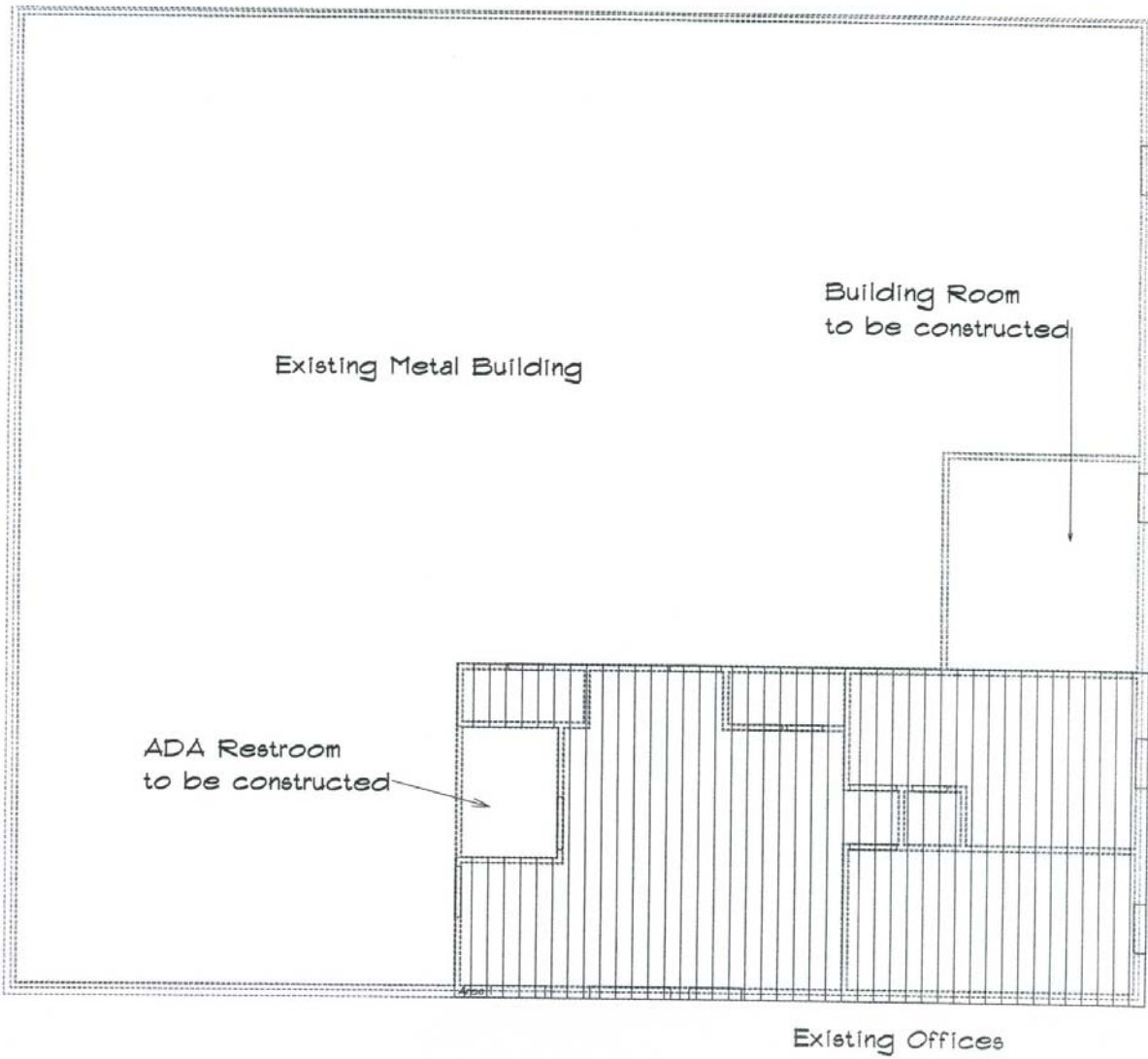
W. F. Patterson Survey, Abstract No. 969, part of a tract of land conveyed to J. R. Wood, Et Ux, to J. B. Floyd by Deed dated Aug. 8, 1944, Recorded in Volume 460, Page 476, Deed Records, Grayson County, Texas.



LOT IS 21,780.00 SQ. FEET
BLDG. 4,283.80 SQ. FEET









City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 22, 2009
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

4114 Texoma Parkway
Being 0.50 acres in the W.F. Patterson Survey, Abstract No. 969
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow automotive and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube in a C-2 (General Commercial) District.

Background

The property is located at 4114 Texoma Parkway, between Gallagher Drive and Frisco Road.. The applicant would like to operate an automotive and heavy vehicle repair, which includes transmissions, brakes, mufflers, shocks, oil and lube at this location. The building will be upgraded to the masonry or equivalent on three sides of the building.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO Transmissions (Prospective Buyer)

Number of notices mailed:

6

Objections Received:

0

Master Plan Designation:

General Commercial

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

September 17, 2009

Earl S. Keese, Sr.
3512 Ransom Circle
Denison, TX 75020

Stuart A. Manning
2439 Flowing Wells Rd.
Pottsboro, TX 75076

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow automotive and heavy vehicle repair, transmissions, brakes, mufflers, shocks, oil & lube in a C-2 (General Commercial) District for the property located at 4114 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2009 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

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

Engineering:

7. Drive approaches shall be delineated and conform to all TxDOT and City of Sherman standards. A TxDOT permit is required.

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

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

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

Respectfully,

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

CC: George Olson, City Manager Danny Fuller, Fire Marshal
 Mark Gibson, Director Utilities & Engineering Services Jeff Miller, Director of Public Works
 Brandon Shelby, City Attorney
 Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5627 and 5628

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5627

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Kyle Boothe, Bluestone Partners, LLC (Owners) to Allow an Assisted Living/Memory Care, Independent Living and Medical Office Facility in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5628

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Earl S. Keese, Sr. (Owner) and Stuart A. Manning, AAMCO Transmissions (Prospective Buyer) to Allow Automotive and Heavy Vehicle Repair, Transmissions, Brakes, Mufflers, Shocks, Oil & Lube in a C-2 (General Commercial) District at 4114 Texoma Parkway, being 0.50 Acres in the W.F. Patterson Survey, Abstract No. 969; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. B.4

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5427

Authorizing the Execution of an Encroachment License Agreement with Bluestone Partners, LLC for the Construction of a Sign with a Waterfall in a 20' Drainage and Utility Easement at 505 F.M. 1417 North (Heritage Parkway)

C.3 * RESOLUTION NO. 5429

Authorizing the Purchase of a 2010 Ford F-450 Supercab Diesel Chassis for a 2005 Frazer Ambulance through the Houston-Galveston Area Council of Governments (H-GAC)

C.4 * RESOLUTION NO. 5430

Authorizing the Purchase of Automated Meter Reading Equipment for the Utility Billing Department from Mountain States Pipe and Supply Company d/b/a U.S. Metering and Technology, Inc.

C.5 * RESOLUTION NO. 5431

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 620 East Sycamore Street

D.1 * OTHER BUSINESS

Final Plat Approval of the Pebblebrook Addition, Phase 3A, being 1.23 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Replat of 830.1 square feet or 0.02 acres in the Pebblebrook, Phase III; Sherman Hills Country Club, LTD and Artisan Development Company, Inc., Owners; Walt DeRonde, Representative; Greg Edwards Engineering Services, Inc., Engineers; and Cox Land Surveying Company, Surveyors (1900 Block of Ridgecrest Lane)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5427**

**Authorizing the Execution of an Encroachment License Agreement
with Bluestone Partners, LLC for the Construction of a Sign with a Waterfall
in a 20' Drainage and Utility Easement at 505 F.M. 1417 North (Heritage Parkway)**

Issue

Authorizing the encroachment into a 20' drainage and utility easement at 505 F.M. 1417 North

Background

Bluestone Partners, LLC and Kyle Boothe have requested permission to place a sign with a waterfall at an assisted living/memory care, independent living, and medical facility across a 20' City drainage and utility easement in the 500 block of F.M. 1417 North.

Origination

Bluestone Partners, LLC and Kyle Boothe, 2913 Overland Trail, Suite 100, Sherman, Texas 75092

Financial Consideration

The grantee will be responsible for any damage to utilities located in the easement. The grantee will also be responsible for removal and replacement of the sign should utility work within the easement require removal of the sign.

Staff Recommendation

The staff has no objections to the proposed encroachment and recommends approval.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5427
Encroachment License Agreement
Encroachment Sketch with location of sign
Aerial
Utility Letters
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5427

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN ENCROACHMENT LICENSE AGREEMENT WITH BLUESTONE PARTNERS, LLC FOR THE CONSTRUCTION OF A SIGN WITH A WATERFALL IN A 20' DRAINAGE AND UTILITY EASEMENT AT 505 F.M. 1417 NORTH (HERITAGE PARKWAY); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Encroachment License Agreement with Bluestone Partners, LLC for a sign with a waterfall in a 20' drainage and utility easement at 505 F.M. 1417 North, in substantially the same form as the Encroachment License Agreement, field notes, and survey, which are attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY,
CITY ATTORNEY

ENCROACHMENT LICENSE AGREEMENT

This Encroachment License Agreement ("Agreement") is made on this ____ day of October, 2009, by and between the City of Sherman, Texas (the "City") and Bluestone Partners, LLC ("Licensee").

RECITALS

WHEREAS, the City is the owner of a 20 foot Public Utility and Drainage Easement located at 505 F.M. 1417 North, as indicated in the attached Exhibit A, which is incorporated hereby reference ("City's right-of-way"); and

WHEREAS, Licensee is the owner of the real property located at 505 F.M. 1417 North, as depicted in the attached Exhibit B (hereinafter "Property"); and

WHEREAS, the City will have in the future or has existing water, gas and sewer pipes and other utilities and conduits in the City's right-of-way, including, but not limited to, other franchisees or users of the City's right-of-way (hereinafter "facilities"); and

WHEREAS, the Licensee desires to use a portion of the City's right-of-way for the placement of a tenant sign with a waterfall, as indicated in the attached Exhibit C, and as more particularly described in Paragraph 2 of this License Agreement (the "encroachment area"); and

WHEREAS, the City has agreed to grant to Licensee a revocable license to use the encroachment area described above, all in accordance with and subject to the terms, conditions and limitations of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. **Grant of License.** The City hereby grants to the Licensee a revocable license to enter upon the City's right-of-way and to use the encroachment area for the use described in Paragraph 7 (the "license") subject, however, to the terms, conditions and limitations of this Agreement. The license herein granted shall be subject to all existing and future facilities, if any, located, or to be located, within the City's right-of-way.

2. **Location of License.** This license is granted for use of the following described encroachment area:

See description in Exhibit "A", attached.

3. **Term.** This Agreement and the license granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

4. **Consideration.** The consideration to be paid by the Licensee to the City for the privilege granted by this Agreement shall be Two Hundred Dollars (\$200.00), the receipt of which is hereby acknowledged by the City.

5. **No Interest in Land.** Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City's right-of-way. The City retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to the Licensee the revocable license to use the encroachment area described above throughout the term of this Agreement.

Notwithstanding the expenditure of money, time and labor by the Licensee on or within the encroachment area, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Licensee. Licensee shall expend any time, money or labor on or in the encroachment area at Licensee's own risk and peril.

6. **Agreement Does Not Bind Others.** Licensee understands and acknowledges that this Agreement is for use of the City's right-of-way only and in no way is a grant of a license, permission, or access on behalf of any fee Licensee or any other Licensee of a property interest for any additional properties involved in the installation of the sign with a waterfall.

7. **Agreement to Protect Existing and Future Facilities.** Licensee agrees to take all prudent action to protect any and all existing facilities and future facilities located within the City's right-of-way from any damage or injury caused by any work performed by or on behalf of Licensee regarding the construction, installation, operation, inspection, maintenance, repair, reconstruction, replacement, relocation, or removal of its sanitary sewer lateral or the failure, deterioration or collapse of such.

8. **Limited Scope of License.** The license granted to the Licensee is limited in scope and is for the sole purpose of installing and maintaining a sign with a waterfall on the Property (the "license activity"). Licensee shall not have the right to expand the encroachment area or alter or change Licensee's use of the encroachment area.

9. **Installation and Maintenance Requirements.** Licensee agrees to the following installation and maintenance requirements:

- a. The encroachment area shall be used for the license purposes only.
- b. Any area disturbed during the installation or any maintenance related to the license activity shall be restored or repaired at completion of the construction to a condition as good or better than existing immediately prior to the installation or maintenance activity.
- c. Proper traffic control, where and when applicable, shall be maintained in accordance with current Sherman Public Works Department's Standard Specifications during all construction or maintenance of the license activity.
- d. The work of constructing and maintaining the license activity shall be done so as to not interfere with the proper and safe use or operation of City right-of-way by the public and the City and under the following general conditions:

- i. Licensee agrees to take reasonable precautions to minimize damage to the encroachment area.
 - ii. Licensee shall provide the City with a minimum of forty-eight (48) hours notice prior to the commencement of any construction or maintenance activity.
 - iii. Licensee shall submit plans to the City and/or any other necessary party and obtain written approval before any work or alteration of the license activity is performed. Any plans and installation shall comply with all federal, state, and local laws and standards.
- e. All costs and expenses in connection with the construction, maintenance, repair, relocation and/or removal of the license activity shall be borne by the Licensee.
 - f. Licensee represents and agrees that Licensee will be responsible for removal and replacement of the sign and waterfall should utility work within the easement require removal of the sign and waterfall.

10. Non-Transferability of License. The license granted to the Licensee by this Agreement is a revocable license granted by the City to the Licensee and is neither transferable nor assignable by the Licensee without the prior written consent of the City.

11. Termination. This Agreement and the license therein granted to Licensee is fully terminable by the City in accordance with the following terms and conditions:

- a. Termination Upon Notice to Licensee. This Agreement and the license herein granted to Licensee shall terminate sixty (60) days after written notification is provided by the City to Licensee at Licensee's address as set forth in this Agreement. The sixty (60) day notice provision established by this paragraph shall conclusively be deemed to be reasonable.
- b. Transfer of Property. This Agreement and the license herein granted to Licensee shall automatically terminate, without notice to Licensee, upon the transfer of Licensee's property, or the attempted assignment of this Agreement, or the license herein granted, except as provided in paragraph 10.

12. Warranties.

- a. During the term of the license, the Licensee warrants that it will not allow the use of the encroachment area to be used by any person or entity except for Licensee or Licensee's contractors in the performance of the licensed activity.
- b. The signatory below warrants that he/she has full authority to enter into this agreement on behalf of Licensee.

13. **Recordation.** This Agreement shall be recorded in the Official Records of Grayson County, Texas. Licensee shall bear the cost of such recordation. Upon termination of this Agreement, the City may cause to be recorded with the Clerk and Recorder of Grayson County, Texas a written Notice of Termination.

14. **No Compensation to Licensee.** In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement.

15. **Permanent Removal of Encroachments Upon Termination.** At such time as this Agreement and the license herein granted to Licensee is terminated, the Licensee shall, at the option of the City, remove, at Licensee's expense, any and all encroachments owned or maintained by Licensee in the City's right-of-way.

16. **Maintenance.** During the term of this Agreement, the Licensee shall, at Licensee's expense, maintain the encroachment area and in good condition.

17. **Indemnification.** The Licensee agrees to indemnify, defend and save the City harmless from:

- a. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LICENSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. THIS INDEMNIFICATION SHALL ALSO APPLY TO ANY LOSS, LIABILITY, CLAIM OR SUIT ARISING FROM THE FORECLOSURE, OR ATTEMPTED FORECLOSURE, OF A MECHANIC'S OR MATERIALMEN'S LIEN FOR GOODS DELIVERED TO LICENSEE OR WORK PERFORMED BY OR FOR LICENSEE UPON OR AT THE ENCROACHMENT AREA OR LICENSEE'S PROPERTY. SUCH INDEMNIFICATION SHALL INCLUDE THE CITY'S ATTORNEY'S FEES INCURRED IN CONNECTION WITH ANY SUCH LOSS, LIABILITY, CLAIM OR SUIT.

18. **Insurance.** Licensee shall procure and maintain, during the construction of the improvement described in Exhibit A, liability insurance as hereinafter specified:

- a. Commercial General Liability and Property Damage Insurance with Contractual Liability and an Automobile Liability policy issued to the Licensee and protecting

the City from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this License, whether such operations by Licensee or by any Contractor or Subcontractor under it. Insurance shall be written with limits of liability and coverages acceptable to the City Attorney's Office and name the City as an additional insured.

- b. Workers Compensation Insurance for all employees of Licensee and the Licensee's Contractor(s) and Subcontractor(s) within the statutory requirements.

19. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered, faxed, or mailed by certified mail, return receipt requested, addressed as follows:

If to the City:

City Manager
City of Sherman
P.O. Box 1106
Sherman, Texas 75091

If to the Licensee:

Bluestone Partners, LLC
2913 Overland Trail, Suite 100
Sherman, TX 75092

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall have deemed to have been given upon delivery.

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

21. Waiver. If either party shall violate continuously or otherwise any of the terms of this agreement which are binding upon it, the other party shall not thereby be deemed to either have waived or relinquished any term of this agreement or to have acquiesced in any such violation thereof, unless the other party shall express their consent thereto in writing.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

23. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

24. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

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

IN WITNESS THEREOF on this the ____ day of _____, 2009.

CITY OF SHERMAN

George Olson, City Manager

LICENSEE: BLUESTONE PARTNERS, LLC

Kyle Boothe, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **George Olson, City Manager of the City of Sherman, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2009.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Kyle Boothe, President of Bluestone Partners, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2009.

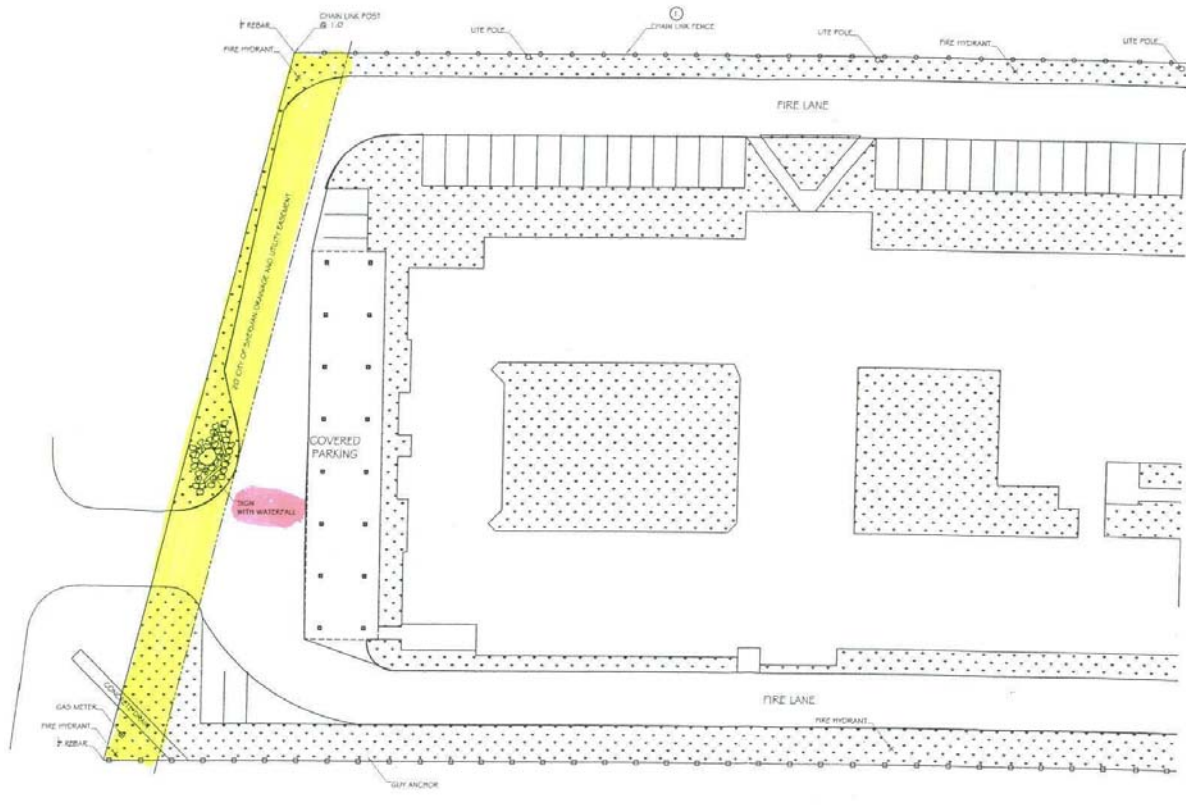
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

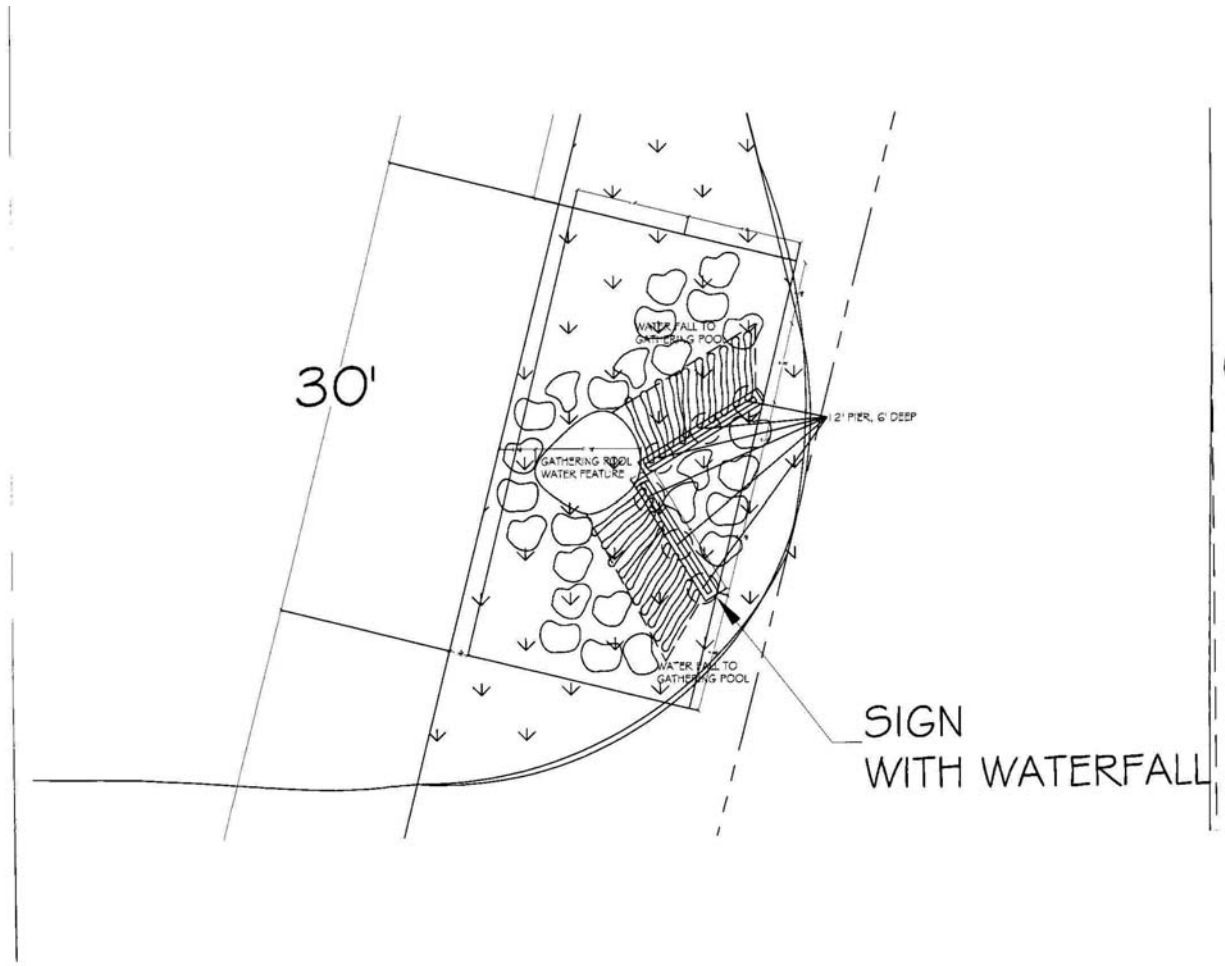
MASTER SITE PLAN

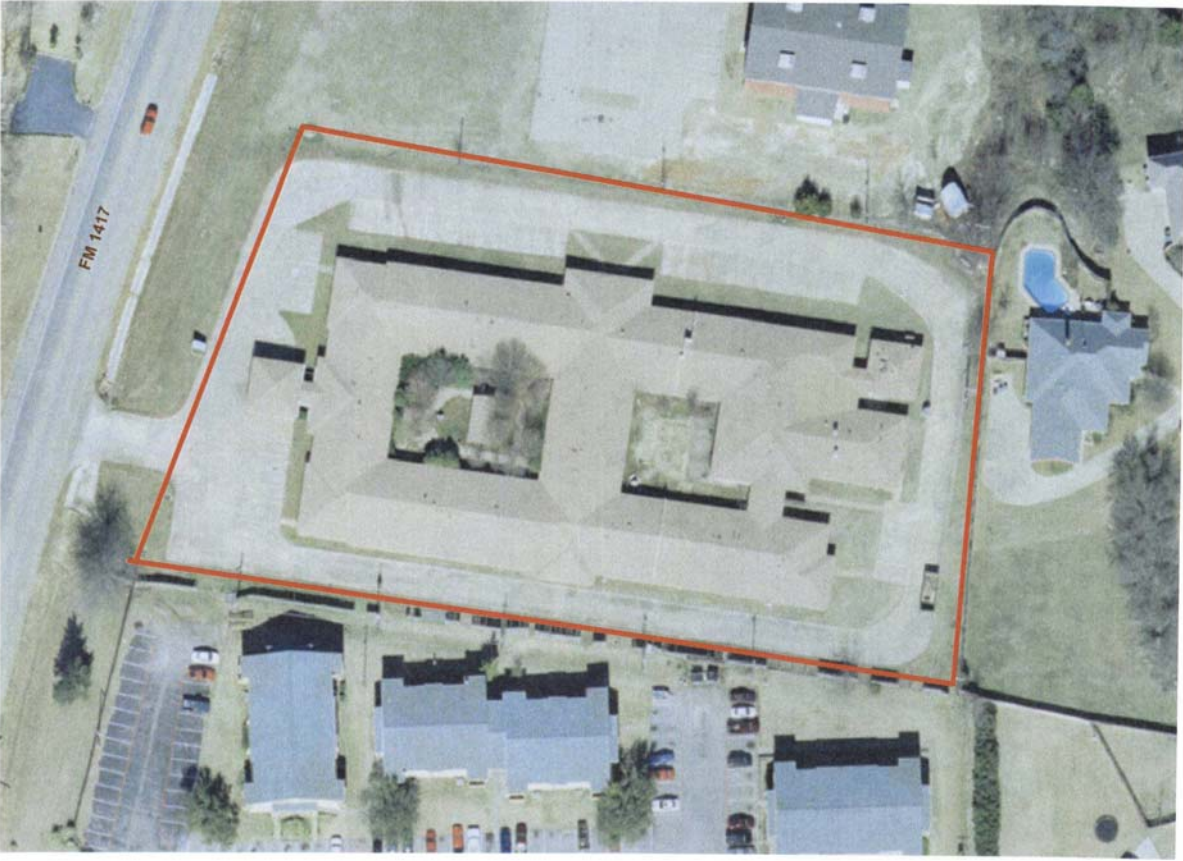
ZONING:	R-1, SINGLE FAMILY
GRASSY AREA:	2.80 ACRES
BUILDING AREA:	37,778 SQ. FT.
HARD SURFACE AREA:	42,229 SQ. FT.
UNSCAPED AREA:	44,278 SQ. FT.
PARKING REQUIRED:	22 SPACES
PARKING PROVIDED:	51 SPACES

GENERAL MASTER SITE PLAN NOTES:

1. VARIANCE REQUEST: REMOVAL OF CHAIN LINK FENCE ON NORTH SIDE OF PROPERTY.
2. PROVIDE FIRE LANE STRIPING IN COMPLIANCE WITH THE CITY OF SHERMAN FIRE MARSHAL'S REGULATIONS.
3. LANDSCAPING IN PARKING ISLANDS AND AT THE REQUIRED BUFFERED SHALL BE INSTALLED TO COMPLY WITH THE CITY OF SHERMAN LANDSCAPING ORDINANCE.







0 35 70 140 210 280 Feet

Landscape Waterfall Feature



Note: This picture is a comparable feature (materials, structure, elevation).

Signage

- One sign angled facing southwest
 - 65 Square Feet
 - Stone & Mortar
- One sign angled facing northwest
 - 65 Square Feet
 - Stone & Mortar
- Flood Lights pointed at each sign

Waterfall Feature

- Total Area: 25' x 15'
- Landscaping scattered throughout
- Lighting scattered throughout
- Two Waterfalls angled to form a V

Check Master Site Plan for location and footprint



2201 Avenue I
Piano, TX 75074

October 6, 2009

Attn: Joe Dell
Bluestone Partners LLC

RE: ENCROACHMENT OF UTILITY EASEMENT
505 N. FM 1417, SHERMAN, TEXAS

This letter will serve as confirmation that Verizon has no objections to your proposed sign to be placed at 505 N. FM 1417 within the City of Sherman, Texas. It is your responsibility to contact 1-800-Dig-Tess (1-800-344-8377) to locate any facilities before digging. Should Verizon be required to repair any existing facilities in that portion of the utility easement, all charges will be billed to your company.

This letter allows an encroachment only and Verizon retains its rights in full to access and/or install facilities in all remaining and existing utility easements affecting the property. If access is required, we will not accept responsibility for any damages to the encroaching structure during the repair and/or installation process. Also, the owner of the encroaching structure is responsible for the relocation/removal that may interfere with access to the easement.

If you have any questions, please feel free to contact me at 972-578-3311.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Smith", written over a horizontal line.

Chris Smith
Section Manager-Network Engineering & Technology

ct/CS

Joe Dell

From: Ralls, Rod [Rod.Ralls@cableone.biz]
Sent: Friday, September 25, 2009 1:39 PM
To: joedell@bluestone.ws
Subject: Easement Encroachment

Mr. Dell,

Cable One has no objection to the utility easement encroachment at 505 N FM 1417.

Rod Ralls
Cable One
Technical Operations Manager
903-893-6548 Ext. 7100
903-815-0127

9/25/2009

Joe Dell

From: Donna.Collum@oncor.com
Sent: Friday, September 25, 2009 2:58 PM
To: joedell@bluestone.ws
Subject: RE: The Traditions Senior Community

Joe,

This email is in reference to your inquiry about any Oncor Electric Delivery easements located in the front of 505 N. FM 1417. Oncor does not have any facilities located in front of the building; the pad mount transformer serving this building is extended from an overhead line in the back. Therefore we do not have a problem with the sign encroachment.

Please let me know if you need additional information.

Thanks,
Donna

Donna Collum
Oncor Electric Delivery
New Construction Management
2201 Woodlake Road, Denison, TX 75021
903.868.8242 ofc. 214.549.7148 mbl.

From: Joe Dell [mailto:joedell@bluestone.ws]
Sent: Thursday, September 24, 2009 8:50 AM
To: Collum, Donna
Subject:

Donna, could you send me a quick email stating Oncor is ok with our encroachment into the utility easement at 505 N FM 1417? Planning and Zoning passed our requests to put up a new sign when we rehab the building, however, city council is wanting a letter or email from all of the utility providers that they are ok with the encroachment. Bluestone accepts all responsibility for maintenance, repair, etc. We appreciate it.

Joe Dell
Bluestone Partners LLC
903-813-1415
903-771-9444 cell

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

9/25/2009



ATMOS ENERGY
5111 Blue Flame
Sherman, Texas 75090
Tel: 903-891-4257
Fax: 903-891-4239

Mr. Joe Dell
Bluestone Partners, LLC.

Atmos Energy has cleared the area in question at 505 FM 1417 West in Sherman, Texas within Grayson County. Atmos facilities are in the TxDot rights of way along the said property.
Please call 811 for line locates before digging in this area.

Thanks for your inquiry

Darrell White
Project Manager
Darrell.White@atmosenergy.com
09/24/09



Project Location





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. C.2

RESOLUTION NO. 5428

Authorizing the Acceptance of Fiscal Year 2009 Homeland Security Grant Program Federal Grant Award Number 2009-SS-T9-0064 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security

Issue

On September 29, 2009, the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security awarded the City of Sherman a grant in the amount of \$169,025.62. Council approval is required for the receipt and expenditure of these funds.

Background

The City of Sherman has been awarded a sub-grant for fiscal year 2009 to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, response and recovery capabilities. In previous years, Homeland Security Grant Program funds have been used to purchase regional response equipment including communications equipment, a mobile command post, trench rescue trailer and rescue boat. This year's grant will be used to fund personnel training and equipment costs related to our regional response efforts.

Origination

J. J. Jones, Fire Chief

Financial Consideration

The grant award of \$169,025.62 represents 100% of the total project cost. A budget amendment may be necessary in the future prior to spending these funds. However, the net effect of the amendment would be \$0.00, as this grant will fund 100% of the related costs of the program.

Staff Recommendation

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

Alternatives

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

Attachments

Resolution No. 5428

Grant Award Package (Award notification including Sub-Recipient Agreement and Direct Deposit Authorization)

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2009 HOMELAND SECURITY GRANT PROGRAM FEDERAL GRANT AWARD NUMBER 2009-SS-T9-0064 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to accept the Fiscal Year 2009 Homeland Security Grant Program Federal Grant Award Number 2009-SS-T9-0064 from the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security, in accordance with all award documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY



TEXAS DIVISION OF EMERGENCY MANAGEMENT
TEXAS DEPARTMENT OF PUBLIC SAFETY
WWW.TXDPS.STATE.TX.US/DEM

ASSISTANT DIRECTOR / CHIEF
JACK COLLEY

October 1, 2009

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

Dear Mayor Magers:

Your jurisdiction is being awarded a sub-grant for the Fiscal Year (FY) 2009 Homeland Security Grant Program (HSGP) to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, response, and recover capabilities. Proposed local, regional, and urban area projects were grouped into investments that were submitted to U. S. Department of Homeland Security (DHS) for review and approval. Grant funds must be used for projects which support the investments approved by DHS, which are identified in *Enclosure 1*.

The following additional grant-related documents are enclosed:

- Notice of Sub-recipient Award (SRA) – *Enclosure 2*

The *Notice of Sub-recipient Award* for the 2009 HSGP must be signed by the chief elected official of your jurisdiction unless that authority has been delegated. Other signatures will require an accompanying statement from the chief elected official authorizing the individual to sign for the jurisdiction.

- Direct Deposit Authorization – *Enclosure 3*

A. TDEM must have a current *Direct Deposit Authorization* from your jurisdiction in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. Additional copies are available from the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf>. An appropriate local official, typically your finance officer, must sign the *Direct Deposit Authorization*.

B. If you submitted a completed *Direct Deposit Authorization* form with prior Homeland Security Grant Program awards, you do not need to submit another unless your bank account information has changed.

The deadline for returning the signed *Notice of Sub-Recipient Award, Exhibit B and C of the Terms and Conditions, and Direct Deposit Authorization* (if applicable) is **November 18, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date will not be granted. Please submit above documents to the following addresses:

Mail: PO Box 4087 Austin, Texas 78773 Courier: 5805 N. Lamar Blvd. Austin, Texas 78752
Telephones: Main: 512-424-2188 ★ 24 hour: 512-424-2208 ★ Fax: 512-424-2444

Mail:

Division of Emergency Management
Attention: SAA Section
P.O. Box 4087
Austin, TX 78773-0270

Courier:

Division of Emergency Management
Attention: SAA Section
5805 N. Lamar
Austin, TX 78752

Please retain a copy of each form for your records.

If you have any program questions regarding HSGP, please contact Edwin Staples at the SAA at 512-377-0002 or 512-377-0000.

Sincerely,



Jack Colley
Assistant Director/Chief

JC:es

Enclosures:

1. *DHS Approved Investments*
2. *2009 Notice of Sub recipient Award*
3. *Direct Deposit Authorization*

FY 2009 INVESTMENTS APPROVED BY DHS

State Investments

1. Improve Communication Interoperability
2. Intelligence and Information Sharing and Dissemination
3. Enhance State, Regional and Local Planning
4. Enhance State, Regional and Local EOCs
5. CBRNE Detection, WMD, Hazmat Response and Decon
6. Protection Critical Infrastructure
7. Community Preparedness & Emergency Public Information & Warning
8. Strengthen Medical Surge and Mass Prophylaxis
9. Enhance Border Security Program
10. Reduce Threats to Agriculture & Enhance Emergency Response
11. Search and Rescue Capability

Note: Highlighted investments are multi-regional projects

Austin Area UASI Investments

1. Tom Miller Dam Target Hardening
2. Planning and Coordination
3. Austin Regional Intelligence Center
4. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**

Dallas/Fort Worth/Arlington Area UASI Investments

1. All Hazards Incident Management Team Development & Enhancement
2. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
3. Regional Multi-Agency Intelligence Fusion Center and Data Sharing
4. Critical Infrastructure Security Enhancement
5. Enhance Command and Control At All Levels to Include Emergency Operation Center Functions
6. Enhance Law Enforcement Capability to Respond to Terrorism Incidents and Catastrophic Events
7. Enhance CBRNE Response Capability Including HazMat and Specialized Fire Response
8. Enhance Search and Rescue Capability to Respond to Terrorism Incidents and Catastrophic Events
9. Enhance Medical Surge, Mass Prophylaxis, and Fatality Management Capability
10. Enhance Interoperable Communications

11. Public Outreach Programs, Citizen Corps, and Citizen Preparedness
12. Regional and Urban Area Planning
13. Regional and Urban Area Training and Exercise

El Paso Area UASI Investments

1. El Paso-UASI/Region-09 P25 Interoperability Communications Project
2. Purchase and Logistical Support for Regional Self Contained Breathing Apparatus Project Phase II
3. All Hazards Incident Management Team Development & Enhancement
4. Coordinated efforts to protect Critical Infrastructure and Key Resources – El Paso Water Utilities
5. Planning and Coordination
6. Urban and Regional area Hazmat, Chemical, Biological, Radiological Response Enhancement Project
7. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
8. Ready El Paso Citizen Corps Campaign
9. Regional Medical Operations Center (RMOC) Enhancement
10. El Paso-UASI/Region-08 Urban Search and rescue Enhancement Program
11. Rio Grande Information & Intelligence Center

Houston Area UASI Investments

1. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
2. Regional Emergency Management Improvements
3. Citizen Preparedness, Public Outreach & Communication
4. Regional Planning & Coordination
5. Interoperable Communications
6. Prevention: Fusion Center & Regional AFIS
7. Protection: Public Safety Video & Target Hardening
8. Response: Enhance CBRNE Response Capability
9. Enhance Health & Medical Capabilities

San Antonio Area UASI Investments

1. All Hazards Incident Management Team Development & Enhancement
2. Enhance IED Preparedness and Response Capabilities
3. **TEXAS PEER-TO-PEER UASI PLANNING NETWORK**
4. San Antonio Urban Area Fusion Center
5. Enhance Citizen Preparedness and Response Participation
6. Enhance EOC Capabilities
7. Sustain & Protect Critical Infrastructure and Key Resources
8. Enhance Medical Surge Capabilities
9. Sustain & Enhance WMD/CBRNE Response Capabilities



Texas Division of Emergency Management

2009 Sub-Recipient Agreement for City of Sherman

Date of Award

September 29, 2009

1. Sub-Recipient Name and Address

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

2. Prepared by: Hood, Cindy

3. SAA Award Number: 09-SR 67496-02

4. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program
Federal Grant Award Number: 2009-SS-T9-0064
Date Federal Grant Awarded to TDEM: August 1, 2009
Federal Granting Agency: Department of Homeland Security
FEMA
Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award
Amount

CFDA: 97.067

\$169,025.62

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
\$121,015.94	\$48,009.68	\$0.00	\$0.00	\$0.00	\$0.00

This award supersedes all previous awards. Performance Period: Aug 1, 2009 to Apr 15, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act, 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

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

9. Agency Approval

Approving TDEM Official:

Jack Colley, Chief
Texas Division of Emergency Management
Department of Public Safety

Signature of TDEM Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: November 18, 2009

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

2009 TERMS AND CONDITIONS

Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizencorps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - <http://www.fema.gov/government/grant/hsgp/index.shtm>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. **Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements,** hereinafter referred to as "Exhibit C".

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

TDEM Obligations

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

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

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

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

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

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

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

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

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

Monitoring

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

Audit

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

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

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

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

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtml>

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

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

Other Requirements

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

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

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

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

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

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

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

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

B. Cost Principles

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

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

Retention and Accessibility of Records

A. **Retention of Records.** The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

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

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

Subcontracts

A. **TDEM's Approval of Subcontract and Liability.** The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. **Sub-recipient Liability.** In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. **Applicable Law.** The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

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

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

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

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

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

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

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

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

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

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

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

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. **CIVIL RIGHTS** - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3+++28civil%20r>
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. **HANDICAP AND ARCHITECTURAL BARRIERS** - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0+++28Handicap%29;>
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT;>
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. **ENVIRONMENTAL LAW AND AUTHORITIES** - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. **LABOR STANDARDS** - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1+++28%29%20%20A;>
The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1+++28%29%20%20A;>
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0+++28%29%20%20AN>

E. **FREEDOM OF INFORMATION ACT** - (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm;
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0+++28information%20>

F. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970** - If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1+++28%29%20%20A>

G. **FAITH-BASED ACTIVITIES** - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS)** - Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT>;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtml

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/?link=GV>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

Sub-recipients must also comply with 44, C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html, with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

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

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B
CERTIFICATIONS

I, _____ (print) as the authorized official of _____, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

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

FY 2009 HSGP

Signature

Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

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

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

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.

- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	☐ New setup	(Sections 2, 3 & 4)	☐ Change financial institution	(Sections 2, 3 & 4)
	☐ Cancellation	(Sections 2 & 3)	☐ Change account number	(Sections 2, 3 & 4)
			☐ Change account type	(Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI)		2. Mail code (If not known, will be completed by Paying State Agency)	
	3. Name		4. Business phone number	
	5. Mailing address		6. City	7. State
			8. ZIP code	

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

SECTION 4	13. Financial institution name		14. City	15. State
	16. Routing transit number	17. Customer account number (Dashes required ☐ YES)		18. Type of account
				☐ Checking ☐ Savings
	19. Representative name (Please print)		20. Title	
	21. Representative signature (Optional)		22. Phone number	23. Date

CANCELLATION BY AGENCY

SEC 5	24. Reason	25. Date
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PAYING STATE AGENCY

SECTION 6	26. Signature	27. Printed name
	28. Agency name	29. Agency number
	30. Comments	31. Phone number

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

SECTION 1: Check the appropriate box(es)

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
 - a. Complete Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
 - a. Payee completes Sections 2 & 3.
- **CHANGE FINANCIAL INSTITUTION**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.

SECTION 2: PAYEE IDENTIFICATION

- Item 1** Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.
- Item 2** If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.

SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

Items 10, 11 & 12 The individual authorizing must sign, print their name and date the form.

NOTE: No alterations in this section will be allowed.

SECTION 4: FINANCIAL INSTITUTION

Section 4 is recommended to be completed by a financial institution.

NOTE: Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

SECTION 5: CANCELLATION BY AGENCY *(State agency use only)*

Sections 5 & 6 to be completed by the paying state agency.

SECTION 6: PAYING STATE AGENCY *(State agency use only)*

Section 6 to be completed by the paying state agency before the form can be processed.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5429**

Authorizing the Purchase of a 2010 Ford F-450 Supercab Diesel Chassis for a 2005 Frazer Ambulance through the Houston-Galveston Area Council of Governments (H-GAC)

Issue

Approval of the refurbishing of the Sherman Fire Department's 2005 Frazer Ambulance by remounting it onto a 2010 Ford F-450 Supercab 6.4L Diesel Chassis to be purchased from Freeway Ford through the Houston-Galveston Area Council of Governments (H-GAC)

Background

The original Frazer Ambulance chassis purchased in February 2005 has more than 79,706 miles on it and is scheduled to be replaced. We will have the box refurbished and mounted onto a 2010 Ford F-450 Supercab diesel chassis. Local dealer for like item declined to bid.

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

Origination

Sherman Fire Department

Financial Consideration

Replacement of this equipment has been approved in the fiscal year (FY) 2009-2010 budget; and funding is available in the equipment replacement fund. This equipment is available through H-GAC at the total cost of \$95,075.00.

Staff Recommendation

Approve the refurbishing of the existing ambulance through its remount on a new chassis from Freeway Ford through the H-GAC at a total cost of \$95,075.00.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5429; Frazer Quote # 5870B; H-GAC Interlocal Agreement

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5429

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2010 FORD F-450 SUPERCAB DIESEL CHASSIS FOR A 2005 FRAZER AMBULANCE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Freeway Ford, through the Houston-Galveston Area Council of Governments (H-GAC), one new 2010 Ford F-450 Supercab 6.4L Diesel Chassis at a total purchase price of Ninety-Five Thousand Seventy-Five Dollars and No Cents (\$95,075.00), in accordance with the terms and provisions of the H-GAC contract pricing worksheet and the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



October 6, 2009

Mike Reynolds
EMS Captain
Sherman Fire Department
Email: mikecr@ci.sherman.tx.us

Quote # 5870B-HGAC

Captain Reynolds,

Below is itemized pricing for contract number AM04-08 for the remount and refurbishment of your Frazer Type I 12' Generator Powered Module, E-1379, mounted onto a Ford F-450 Super Cab 6.4L diesel chassis.

Published Options (Form E):

261	Remount 14' Frazer Type I Generator Powered Module on Ford F-450 Diesel DRW Cab/Chassis	\$	45,500.00
26	Granning air suspension system	\$	5,000.00
1	Module upgrade for diesel chassis	\$	1,500.00
22	Stainless steel wheel covers	\$	400.00
251	Modify generator compartment for 5.5kW generator incl. new fuel pump and EFI tank	\$	3,800.00
53	Onan 5.5kW generator as spare or retrofit	\$	3,400.00
52	Dometic air conditioner/ heat pump as spare or retrofit	\$	1,400.00
248	Exterior compartment modification (x 5)	\$	2,500.00
334	Complete new top floor and sub floor in patient module	\$	2,600.00
325	Replace rear floor threshold with shark grip coated aluminum threshold	\$	300.00
330	Strip, prime and repaint Type I or Type III 12' patient module two tone	\$	4,300.00
332	Paint chassis only for 12' units color (3) other than white	\$	2,800.00
344	Ferno Washington 93-H PROFlexx "Electric Blue" cot w/ fixed operator frame and universal side arms, metal lower tray, 513-13 mounted IV pole, 514 Oxy-Clip oxygen cylinder holder, and antler & bar (All products listed in the Ferno "Emergency Products Price List" ; in Section 2)	\$	5,907.00
305	Retrofit new cushions including magnetic strips	\$	1,500.00
323	Touch-up interior cabinets	\$	400.00
307	Retrofit new captain's chair and swivel base	\$	900.00
16	Running boards	\$	450.00
113	Double blank insert	\$	125.00
288	Convert protruding 120VAC side scene lights to flush mount side scene lights	\$	800.00
299	Modify long lower storage	\$	200.00
143	Oxygen regulator and cylinder changing wrench	\$	150.00
303	Replace console	\$	850.00
342	Federal Signal PA300 siren (All products listed in the current Federal Signal 2008 Product Catalog, in Section 2)	\$	400.25
335	Remount/refurbishment/wreck materials rate (\$1,170.20 + 25%)	\$	1,462.75
336	Remount/refurbishment/wreck repair services hourly rate (38 Hrs @ \$60.00)	\$	2,280.00

Unpublished Options:

Upgrade to F-450 Super Cab	\$ 5,500.00
Add padding around entire squad bench cabinet	\$ 50.00

Published Options	\$ 88,925.00
Unpublished Options	\$ 5,550.00
HGAC Fee	\$ 600.00
Total	\$ 95,075.00

Per TMVCC we are quoting this through our licensed franchise dealer, Freeway Ford.

Please make your purchase order out to Freeway Ford (6445 Southwest Freeway, Houston, TX 77074). Please email a copy of your purchase order and this quote to Tim Kettle with Freeway Ford at tkettle@freeway-ford.com, La Wanda James with HGAC at lawanda.james@h-gac.com, and to Laura Richardson at lrichardson@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR:KL.

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

WITNESSETH:

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

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1991 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF SHERMAN
Local Government
BY [Signature]
TAYLOR M. BUIE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/5/91
Jack Steele
Executive Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5430**

**Authorizing the Purchase of Automated Meter Reading Equipment
for the Utility Billing Department from Mountain States Pipe and Supply Company
d/b/a U.S. Metering and Technology, Inc.**

Issue

This resolution authorizes the purchase of replacement equipment for the City's Automated Meter Reading (AMR) System from Mountain States Pipe and Supply Company, which does business as U.S. Metering and Technology, Inc. (USM&T).

Background

In 2004, the City invested in an Automated Meter Reading (AMR) system transitioning the reading of water meters from a manual function to automated drive-by. The AMR system enables the Utility Billing Department to collect over 14,000 meter readings in a three-day period, expediting the overall billing process and revenue collections. Maintaining the AMR system and related equipment is critical to the monthly billing process. Because of its age, the current AMR laptop and collector unit are no longer supported by the vendor and requires replacement. Only two vendors in Texas supply this equipment. We received quotes from each of these, and the amounts differed by \$211.00. Due to timeliness issues in responses from one vendor, recommendation is to purchase from USM&T, the vendor that supplied our original equipment and training.

Origination

Utility Billing and Finance Departments

Financial Consideration

The total cost of this replacement equipment is \$26,031.25; and funds have been budgeted in the current budget for this project.

Staff Recommendation

It is recommended that the Council authorize the purchase of the replacement AMR System equipment from USM&T for the total amount of \$26,031.25.

Alternatives

The Council could instruct staff to explore other alternatives.

Attachments

Resolution No. 5430, USM&T Quote; Alternate Quote

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AUTOMATED METER READING (AMR) EQUIPMENT FOR THE UTILITY BILLING DEPARTMENT FROM MOUNTAIN STATES PIPE AND SUPPLY COMPANY D/B/A U.S. METERING AND TECHNOLOGY, INC.; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Mountain States Pipe and Supply Company d/b/a U.S. Metering and Technology, Inc. (USM&T) a new mobile collection laptop and collector unit for the City of Sherman's Automated Meter Reading (AMR) System at the total purchase price of Twenty-Six Thousand Thirty-One Dollars and Twenty-Five Cents (\$26,031.25), in accordance with the terms and conditions of USM&T's quotation attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



4146 West Highway 79
Rockdale, TX 76567
(888) 806-3420
(512) 446-0750 Fax

Quote Number 1027

Date of Quote 10/1/2009

Quote Valid for 90 days

Scott Byrum
City of Sherman
2212 N. Alexander
SHERMAN, Texas 75092

Quotation

Prepared By: Mitch Casler

Tel: (903) 892-7348 Fax: (903) 892-7349

Mobile Collector Upgrade

Ref	Product Code	Description	Qty	Price	Extended Price
1	MC3XR	Mobile Collection 3.0 and MAPPING Solution - up to 25k meters	1	\$30,000.00	\$30,000.00
2	MC3PWK	MC3 PERMANENT WIRING KIT	1	\$281.25	\$281.25
3	MC-2 Trade-In	MC-2 to MC-3 Trade in Credit	1	(\$5,000.00)	(\$5,000.00)
4	TRAINING	Training & Implementation by USM&T Hardware and wiring to be installed by others.	1	\$750.00	\$750.00

ITRON will give a \$5,000.00 credit for MC1 trade-in.

Total Items	\$26,031.25
Labor / Shipping	\$0.00
SALES TAX Exempt	\$0.00

Quote Total	\$26,031.25
-------------	--------------------

Quote

Trident Network
Authorized Itron Distributor

Date: September 15, 2009

Customer ID: Sherman, TX

To: City of Sherman
c/o Scott
Sherman, TX

* Free Freight for orders over
\$7,500

Salesperson	Job	Freight	Quote Expires
Heath Yentes	Itron Water Meter	F.O.B.	90 days

Qty	Description	Unit Price	Line Total
1.00	Itron MC3XR w/ Mapping Solution Mobile Collector* (Optional Annual Maintenance \$4,060)	\$ 30,850.00	\$ 30,850.00
1.00	Itron Trade in Mobile Collector Program	5,000.00	5,000.00
	Accessories Included		
1.00	Permanent Wiring Kit for Vehicle		
	Training		
1.00	1 Day of MC3XR Training		
		Subtotal \$	25,850.00
		Sales Tax	
		Total	\$25,850.00

Thank you for your business!

3125 Watercress, Arlington, TX, 76012, 817 504 1652



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5431**

**Authorizing Execution of an Agreement with Cupid Investments
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 620 East Sycamore Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 620 East Sycamore Street.

Background

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

Origination

Cupid Investments, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$278.40 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5431

Residential Tax Abatement Agreement

Application

Warranty Deed

Site Plan

Photo

Building Permit Application

Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5431

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 620 EAST SYCAMORE STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 620 East Sycamore Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 2nd day of June, 2008, the City Council of Sherman, Texas, passed Ordinance No. 5537 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5336) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 2nd day of June, 2008;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2009, and continuing for tax years 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2009, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	100%
2015	80%
2016	60%
2017	40%
2018	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, 2017 and 2018 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 620 East Sycamore Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 2R, of the Replat of Lots 9-15, Block 8 of W.P. Carter's Addition.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Cupid Investments
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2009.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CUPID INVESTMENTS

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2009 A.D.

Notary Public

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cupid Investments

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: GREG PIERSON

Mailing Address: SAME

Telephone Number: 903-818-6180

Property:

Physical Address: 620 E. SYCAMORE

Summary Legal Description: Lot: 2K Block: 1 Addition: WP CENTER (N444)

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

Improvements:

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

Estimated Value of Improvements: 87,000

Estimated Date of Start of Construction: 10-1-09

Estimated Date of Completion of Project: 11-30-09

Description of Project: NEW HOME CONSTRUCTION

Applicant(s): G.P.R. Date: 09-30-09

0106123

WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT BARTON CAPITAL, LTD.

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by CUPID INVESTMENTS, INC.

whose address is 715 S. Hwy 75, Sherman, Texas, 75090,

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed,

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING LOT ONE-R (1R) IN BLOCK EIGHT (8) OF THE REPLAT OF LOTS NINE THROUGH FIFTEEN, BLOCK EIGHT W. P. CARTER ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 20, PAGE 37, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

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

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

Executed on this the 10th day of November, 2008.

BARTON CAPITAL, LTD.

BY:

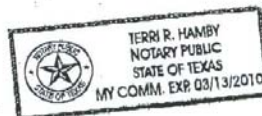
[Signature]
RON BARTON, President of BARTON CAPITAL, LTD.

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 10th day of November, 2008, by RON BARTON, President of BARTON CAPITAL, LTD.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

RED RIVER TITLE COMPANY
421 N. Crockett St.
Sherman, TX 75090

policy/closingdocs/dn/CashDeed-0106123

OWNER POLICY OF TITLE INSURANCE

SCHEDULE A

G.F. No. 0105081

Policy No. TXO-100022808

Amount of Insurance: \$28,000.00

Premium: \$352.00

Date of Policy: February 19, 2008, 01:44 pm

1. Name of Insured: **BARTON CAPITAL, LTD.**
2. The estate or interest in the land that is covered by this policy is: **FEE SIMPLE**
3. Title to the estate or interest in the land is insured as vested in: **BARTON CAPITAL, LTD**
4. The land referred to in this policy is described as follows:

TRACT ONE:

BEING A TRACT OF LAND SITUATED IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, SITUATED IN GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A".

TRACT TWO:

BEING LOTS NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN BLOCK EIGHT (8) OF W.P. CARTER'S ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25 AT PAGE 196 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, AND A TRACT ADJOINING IN PART ON THE WEST SIDE OF SAID LOTS AS FOLLOW;

TRACT THREE:

BEING A TRACT OF LAND SITUATED IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, SITUATED IN GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A".



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

SURVEY FOR: CUPID HOMES INVESTMENTS

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 30 th day of May, 2008 of the following described property:

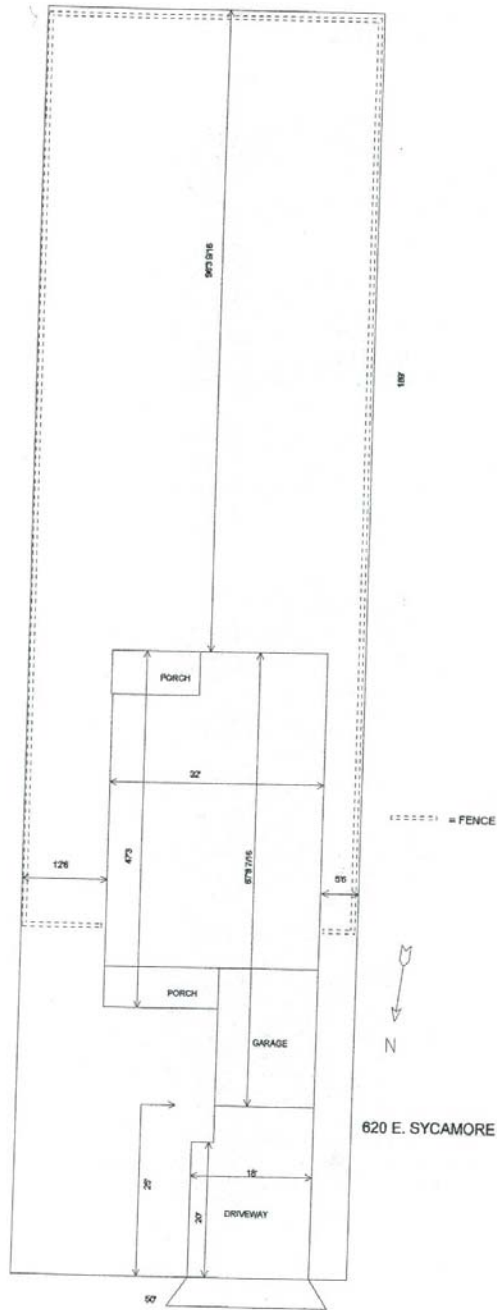
Lot 2R of the REPLAT of LOTS NINE THROUGH FIFTEEN, BLOCK EIGHT, W. P. CARTER ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 20, Pages 37 & 38, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 620 E. SYCAMORE STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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



L2-SYCMR.pcs



SYCAMORE STREET

620 E Sycamore



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 91962 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 9/30/2009

PROJECT ADDRESS:	620 E SYCAMORE ST	LOT #:	
PARCEL ID:		BLK #:	8
SUBDIVISION:	W P CARTER'S REPLAT	ZONE ORD:	
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID INVESTMENTS
ADDRESS:	715 S US HIGHWAY 75	ADDRESS:	715 S US HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:		PHONE:	
PROP. USE:	RESIDENTIAL	SQ FT:	1,901.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 87,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

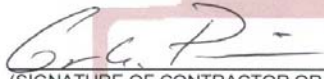
FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

NOTICE

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

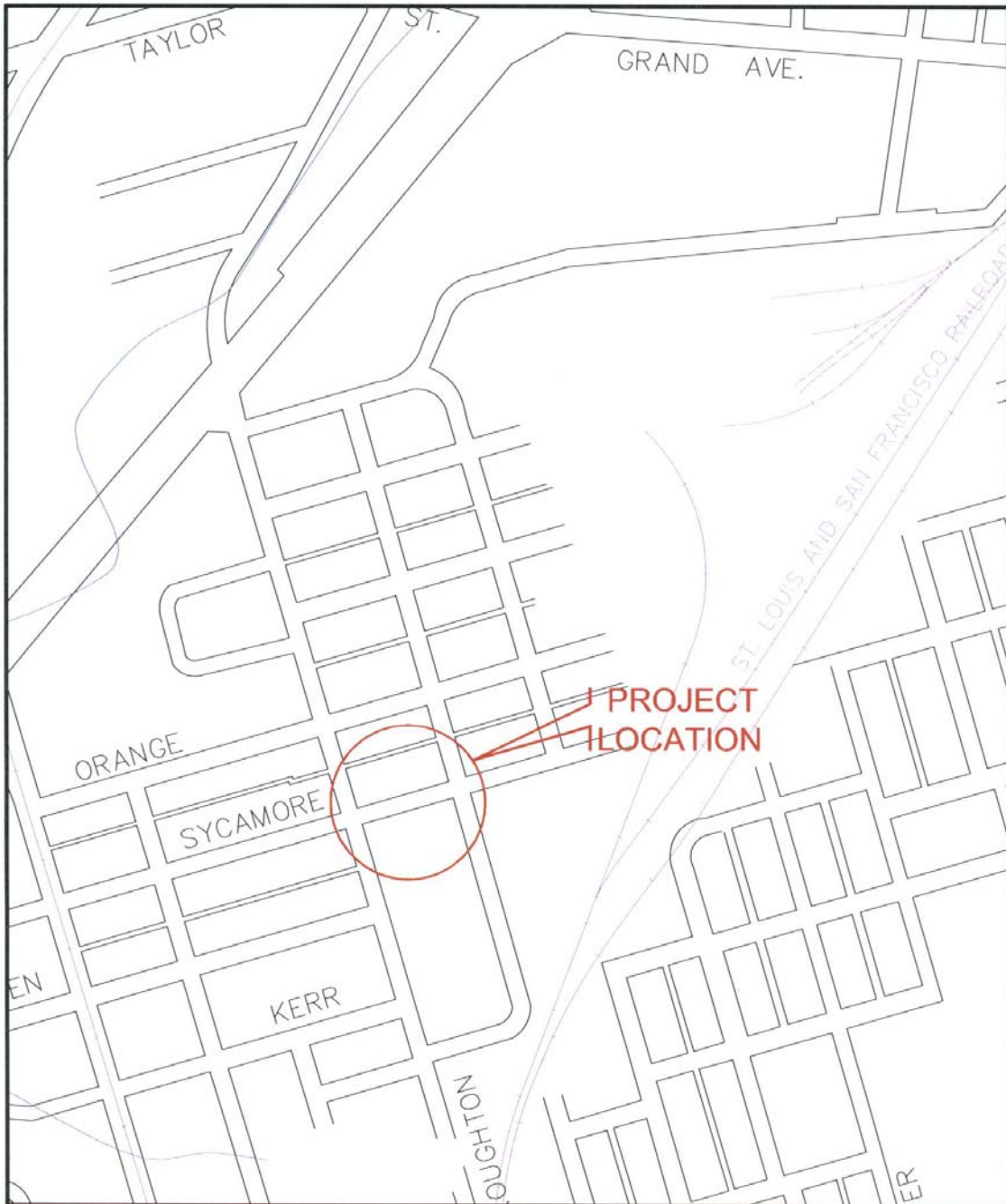
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

9/30/09
DATE

(APPROVED BY)

1/1
DATE



City of Sherman, Texas
620 EAST SYCAMORE

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. D.1

*** OTHER BUSINESS**

Final Plat Approval of the Pebblebrook Addition, Phase 3A, being 1.23 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Replat of 830.1 square feet or 0.02 acres in the Pebblebrook, Phase III; Sherman Hills Country Club, LTD and Artisan Development Company, Inc., Owners; Walt DeRonde, Representative; Greg Edwards Engineering Services, Inc., Engineers; and Cox Land Surveying Company, Surveyors (1900 Block of Ridgecrest Lane)

Issue

To consider Final Plat approval of the Pebblebrook Addition, Phase 3A, being 1.23 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Replat of 830.1 square feet or 0.02 acres of Pebblebrook, Phase III

Background

The property is located on the east side of Ridgecrest Lane at the intersection with Park Avenue. The owner would like to plat the property into seven lots for residential development.

Origination

Sherman Hills Country Club, LTD and Artisan Development Company, Inc. (Owners); Walt DeRonde (Representative); Greg Edwards Engineering Services, Inc. (Engineers); and Cox Land Surveying Company (Surveyors)

Board Recommendation

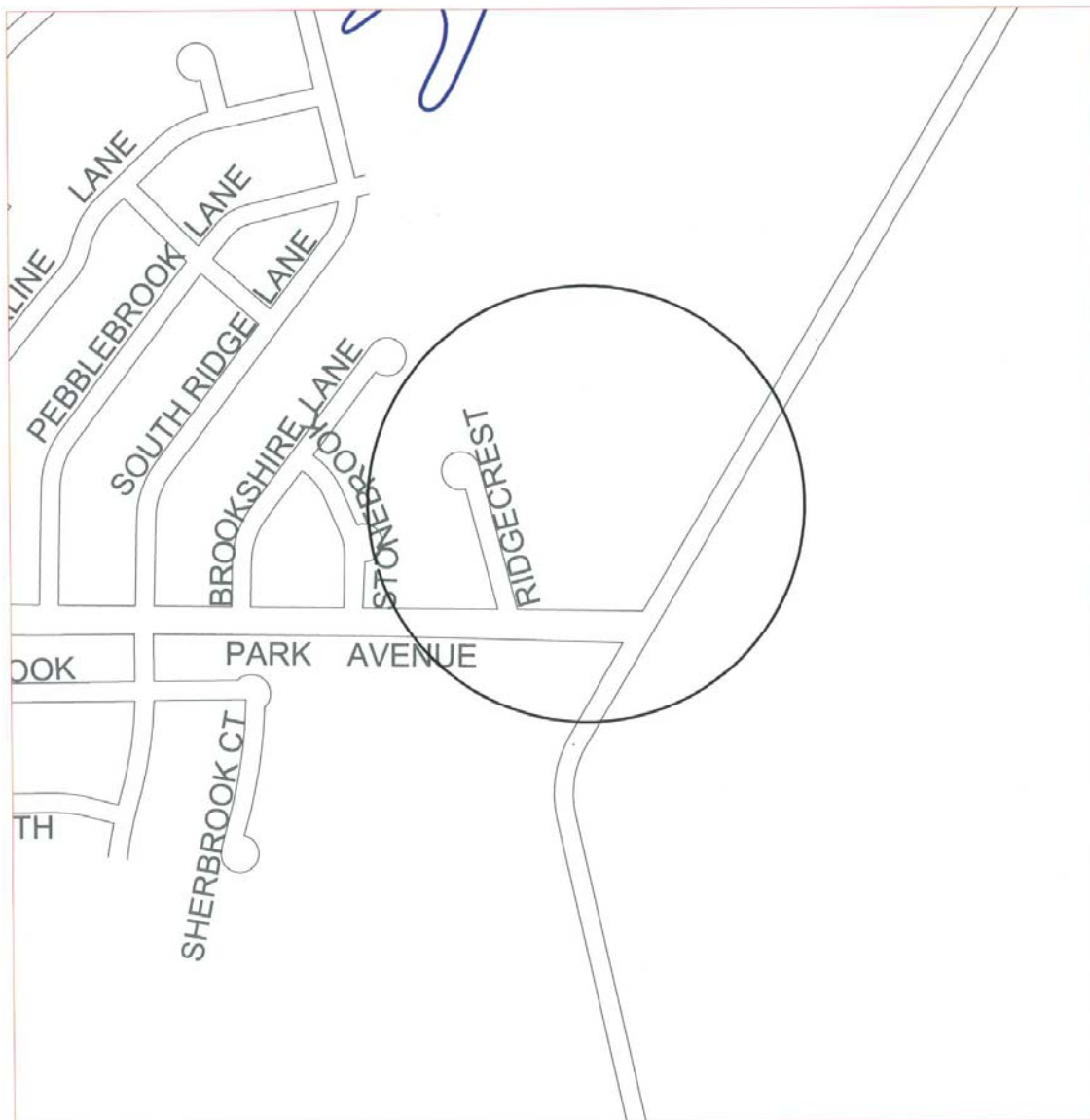
At the September 22, 2009 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



1900 BLOCK RIDGECREST LANE

ENGINEERING DEPARTMENT





0 50 100 200 300 400 Feet

1900 Block of Ridgecrest Ln.



[illegible]

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 22, 2009
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1900 Block of Ridgecrest Lane
Being 1.23 acres in the Elizabeth Jones Survey, Abstract No. 625 and
0.02 acres of the Pebblebrook Addition, Phase III
Final Plat

Requested Action/Proposed Use:

Final Plat approval of Pebblebrook Phase 3A.

Background

The property is located on the east side of Ridgecrest Lane at the intersection with Park. The owner would like to reconfigure the property into 7 lots.

Adjacent Zoning:

R-1 (One Family) Residential District

Origination:

Sherman Hills Country Club, LTD. And Artisan Development Company, Inc. (Owners), Walt DeRonde (Representative), Greg Edwards Engineering Services (Engineers) and Cox Land Surveying Company (Surveyors)

Master Plan Designation:

Residential

Attachments:

Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

September 16, 2009

Walt DeRonde
1600 Shady Oak Place
Corinth, TX 76210

Dear Applicants,

The request for approval of a Final Plat of the Pebblebrook Addition, Phase 3A concerning the property located in the 1900 Block of Ridgecrest Lane has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 22, 2009 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Original tax certificates shall be furnished for the purpose of recording the plat.
2. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire).
3. Drive approaches and sidewalks shall conform to City of Sherman standards.
4. Utility easements shall be 10' along Ridgecrest.
5. A perimeter utility easement of 10' is required.
6. Field notes shall be corrected.
7. The side title block shall be removed from the plat.
8. The Roadway and U.E. arrows shall be moved to the center of the dashed line to eliminate confusion.
9. It is the responsibility of the Developer to provide the long side water services to the platted lots.
10. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

Mark Gibson
Director of Utilities and Engineering

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator
Jeff Miller, Director of Public Works
Greg Edwards Engineering Service, Inc., 1621 Amanda Ct., Ponder, TX 76259
Scott Shadden, Director of Development Services
Danny Fuller, Fire Marshal
Don Keene, Project Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. D.2

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. D.3

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. D.4

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. D.5

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-19-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009

CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/19/09 - M.L.K., Jr. Birthday / Regular Council Meeting
01/26/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
02/11/09 - 12 Noon Called Meeting to Interview City Attorney Candidates
02/16/09 - Washington's Birthday / Regular Council Meeting
02/18/09 - 1PM Called Meeting to Interview City Attorney Candidates
02/25/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
03/06/09 - Proposed 12 Noon Called Meeting with Chamber Board
04/29/09 - 12 Noon Budget Planning Meeting in Council Chambers
05/09/09 - City Council Election
05/12/09 - 12 Noon Called Meeting to Canvass Election Results

06/17-18/09 - Budget Workshop in Council Chambers
06/18/09 - Budget Workshop/Long Range Planning Workshop in Council Chambers
06/19/09 - Long Range Planning Workshop
09/07/09 - Labor Day / Called Council Meeting on 09/08/09
09/17/09 - 12 Noon Joint Meeting with SEDCO Board