CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 7, 2013
5:00 P.M.

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

A. 2. **PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JASON SOFEY**

A. 3. **INVOCATION BY COUNCIL MEMBER JASON SOFEY**

A. 4. **APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SEDCO BOARD) OF SEPTEMBER 9, 2013 AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 16, 2013**

Proclamations

B. 1. **PROCLAMATION**
"National Arts and Humanities Month" – October 2013

B. 2. **PROCLAMATION**
"Lions White Cane Day" – October 19, 2013

Public Hearing

C. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5800**
Approving a Negotiated Resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2013 Annual Rate Review Mechanism Filing in All Cities Exercising Original Jurisdiction; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement and Finding the Rates to be Set by the Attached Tariffs to be Just and Reasonable; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the Steering Committee's Legal Counsel

Close Public Hearing and Consider Adoption of Ordinances

C. 2. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 5800

C. 3. **TABLED AT THE SEPTEMBER 16, 2013 CITY COUNCIL MEETING:**
ADOPTION OF ORDINANCE NO. 5799
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Church in an R-1 (One Family Residential) District at 1908 South Dewey Avenue, being 5.885 acres in the G.B. Pilant Survey, Abstract No. 963 (Promise Land Church of Sherman, Owners and Pogue Engineering & Development Company, Inc., Engineers/Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

C. 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

D. 1. **RESOLUTION NO. 5809**
Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

D. 2. **** RESOLUTION NO. 5810***
Authorizing the Acceptance of Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Grant Program (SHSP), Federal Grant Award Number EMW-2013-SS-00045 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security; Authorizing the Purchase of Equipment Related to Regional Response

D. 3. **** RESOLUTION NO. 5811***
Authorizing the Purchase of a 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis to Remount and Refurbish a 2006 Frazer Ambulance for the Sherman Fire Department through the Houston-Galveston Area Council of Governments (H-GAC)

D. 4. **** RESOLUTION NO. 5812***
Authorizing the Purchase of a 2014 Skeeter/F550 Ford Brush Truck for the Sherman Fire Department from Siddons-Martin Emergency Group through the Houston-Galveston Area Council of Governments (H-GAC)

D. 5. **** RESOLUTION NO. 5813***
Authorizing the Purchase of a 2014 International 4300 Chassis for Lightning Loader (Brush Truck) for the Solid Waste Services Department from Southwest International Trucks-Arlington through the Texas Local Government Purchasing Cooperative (BuyBoard)

Other Business

E. 1. **** OTHER BUSINESS***

Replat of Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza, containing 2.856 acres; ET Joint Venture, Owners; and Underwood Drafting and Surveying, Surveyors (1600 Block of U.S. Highway 75 North)

F. **CITIZEN REQUESTS**

G. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

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

(a) Library Board (2)

H. 2. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Keep Sherman Beautiful Commission (3)

H. 3. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Red River Groundwater Conservation District Board of Directors (1)

I. **COUNCIL COMMENTS**

Executive Session

J. 1. **EXECUTIVE SESSION**

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

Section 551.074 Personnel Matters

(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:

(1) Sherman Economic Development Corporation Board of Directors (3)

The Council reconvenes into General Session

K. 1. **OPEN MEETING**
Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

L. **ADJOURNMENT**

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 3, 2013 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of October, 2013
City of Sherman, Texas

____
City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
Carolyn S. Wacker	Pamela L. Howeth	Ryan Johnson, Council-At-Large, PL #1	Robert G. Softly, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Joe N. Smith, Council – District #1	David Plyler, Council – District #4

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** A. 4.

Meeting Date: 10/07/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SEDCO BOARD) OF SEPTEMBER 9, 2013 AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 16, 2013

Attachments

September 9, 2013 Minutes

SEDCO Presentation

SEDCO Budget

September 16, 2013 Minutes

STATE OF TEXAS	**§**	
		September 9, 2013
COUNTY OF GRAYSON	**§**	

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the City Council Chambers on September 9, 2013.

COUNCIL MEMBERS PRESENT:	Mayor Cary Wacker; Deputy Mayor Pam Howeth. Council Members Johnson, Plyler, Sofey, Softly,
COUNCIL MEMBERS ABSENT:	Council Member Smith.
SEDCO MEMBERS PRESENT:	Dean Gilbert, Jr., Juston Dobbs, Chris Pendergrass, Mike Barnes, Todd Thompson, Al Hambrick (Ex-Officio), Cary Wacker (Ex-Officio), George Olson (Ex-Officio).
SEDCO MEMBERS ABSENT:	None.
CITY STAFF PRESENT:	George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Don Keene, Director of Public Works; Clay Barnett, City Engineer; Lisa Whitfield, Engineering and Development Coordinator; Joe Gandillon, Systems Coordinator; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.
SEDCO STAFF PRESENT:	Scott Connell, President; Frank Gadek, Executive Vice President; Regina Troutz, Economic Development Coordinator.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5798
Extending the Corporate Limits of Said City so as to Annex 63.757 Acres of Land at the Southwest Corner of F.M. 1417/Heritage Parkway and F.M. 691 in the City of Sherman's Extra Territorial Jurisdiction

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance No. 5798

SEDCO WORK PROGRAM 2013-2014
President's Presentation of the 2013-2014 Work Program

SEDCO WORK PROGRAM 2013-2014
City Council to Discuss and Consider Approval of the SEDCO Work Program 2013-2014

SEDCO BUDGET 2013-2014
President's Presentation of the SEDCO Budget 2013-2014

SEDCO BUDGET 2013-2014
City Council to Discuss and Consider Approval of the 2013-2014 SEDCO Budget

OTHER BUSINESS

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Wacker called the meeting to order at 12:00 p.m., declared a quorum present, and opened the City Council Meeting. Dean Gilbert Jr., Chairman of the Sherman Economic Development Corporation, declared a quorum present, and opened the SEDCO Meeting.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5798
EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 63.757 ACRES OF LAND AT THE SOUTHWEST CORNER OF F.M. 1417/HERITAGE PARKWAY AND F.M. 691 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 63.757 ACRES OF LAND AT THE SOUTHWEST CORNER OF F.M. 1417/HERITAGE PARKWAY AND F.M. 691 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Rick Horn, Teague, Nall and Perkins, 17304 Preston Road, Dallas

Mr. Horn appeared representing the property owner, Grayson County Airport Partners, LTD. He was available to answer any questions the City Council might have.

No other citizens appeared before the City Council to discuss Ordinance 5798.

The Public Hearing was closed.

ADOPTION OF ORDINANCES
CONSIDER ADOPTION OF ORDINANCE NO. 5798

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 63.757 ACRES OF LAND AT THE SOUTHWEST CORNER OF F.M. 1417/HERITAGE PARKWAY AND F.M. 691 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Sofey to approve Ordinance No. 5798, as presented. Second by Council Member Softly.

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

SEDCO WORK PROGRAM 2013-2014
PRESIDENT'S PRESENTATION OF THE 2013-2014 WORK PROGRAM

Mayor Wacker said she is really looking forward to the partnership with the Sherman Economic Development Corporation this year, adding that a lot of good things happened last year. She introduced Scott Connell, SEDCO President, who presented a recap of the 2012-2013 Work Program. He said it was important for everyone to know what was going on so they can be advocates for Sherman. Mr. Connell presented Council Members with a packet of information about SEDCO.

Mr. Connell said this year's theme is local expansions and momentum from the national economy, the state economy, and the local economy. He recognized the SEDCO staff, the citizens, the City Council, City staff, local businesses, and the SEDCO Board, saying that it is truly a partnership.

He presented key success points, reminding Council that there is still three weeks left in the fiscal year. Year-to-date the total capital investment is $346,710,000, including a large project with Texas Instruments. They have also secured 371 new jobs and 2,045 retained jobs. There have been eight local projects and six new companies. SEDCO has initiated a new retail incentive program, which can be used in the future. There is also a site under contract in Progress Park. Based on their numbers, Mr. Connell said SEDCO has had a one-year return of 81% and a ten-year return of 79%.

He outlined the results on SEDCO's goals for FY 2012-2013. There were eight projects for $330,585,000 under the goal to retain and expand existing employers. The projects resulted in 177 new jobs and 2,045 retained jobs.

Presco Polymers had two projects that split the investment and new jobs on a new Engineered Films Division. The investment part was completed during the second quarter with $485,000 in investment for new production equipment. The jobs part will add 14 new jobs in a third shift during the fourth quarter.

There were two projects at the North Texas Regional Airport, which is marketed by both SEDCO and the Denison Development Alliance. The first project was with US Aviation Group for an aircraft maintenance facility with $150,000 capital investment and 30 new jobs.

Texas Instruments had two projects. The first was for a $300,000,000 investment for warehouse equipment and the second was a modernization project for an $18,000,000 investment for new production equipment. Mr. Connell said it is a great testament to the employees and the market, for TI to decide to invest this amount of money in an existing facility when they are located in so many other communities.

Consolidated Container added a new production line, a facility expansion, and new parking lots for their trucks. Their new investment was $1.1 million for six new jobs and to retain 70 jobs. Tyson Fresh Meats added new production equipment at an $11,000,000 investment for 75 new jobs. Tyson is now the largest employer in Grayson County.

West Business Solutions is one of the largest employers in Sherman with 326 employees currently on staff. They handle call center work as a third party for many different companies. They are adding 22 jobs and were looking to add in a new division. Mr. Connell said he and Tony Kaai, President of the Denison Development Alliance, will be promoting Sherman and Denison at an upcoming conference for "back offices" because it is a great opportunity for growth. He felt this would be a long-term strategy for the area in the future.

SEDCO also worked with Eco Green Recycling in Southmayd, which added 65 jobs. The company cleans and shreds plastic bottles for the recycled plastic process. Texas Turbines is located at the North Texas Regional Airport and provides engine conversions for small aircraft. The company moved from another North Texas location. The project added 27 new jobs.

Mr. Connell said 903 Brewers was SEDCO's first start-up project. They looked at ways to encourage development in companies whose owners have already made an initial investment. The result was a promotional agreement to help them get going. The company invested $125,000 and added two jobs.

Southeastern Freight Lines has a 13.77 acre site under contract in Progress Park, just to the north of FedEx Ground. They will be investing $4,000,000 in a new truck terminal facility and will add 25 new jobs. Texas is a large logistics area and might be a good target area for SEDCO in the future.

Modular Power Solutions makes power skids for data centers and they are investing $400,000 in a new manufacturing facility and will add 43 jobs. They will be locating to an existing building in Midway Industrial Park and should be up and running in late October or early November 2013. The company is moving their headquarters to Dallas because of the opportunity in the Texas market.

SEDCO undertook its first retail incentive project with Brookshire Grocery Company, which will be located at F.M. 1417 and Washington Street. The new grocery store will have an $8,000,000 investment and will add 80 jobs. SEDCO's goal is not to participate with every retail project, but there may be a middle ground where they might be effective. The City has the tax increment financing program for the large projects. This project focused on the reimbursement for water and sewer.

Mr. Connell also outlined several programs that SEDCO had for existing industry during this past year, as well as marketing programs. The new advertising campaign is "Sherman Works." A good tool that they instigated is the online site, shermanheadlight.com, which gives a lot of data and demographic information about Sherman and Grayson County. The shermansites.com website makes it easy to find available buildings, sites, and real estate in the community. These tools help extend the information and help SEDCO present Sherman to the world. This year, Mr. Connell said they have submitted 72 proposals in the last eleven months.

SEDCO has a Master Plan process underway with the engineers to look at where they have invested and where they should expect to build the new water lines and roads. They are also rebranding everything in Progress Park to add existing industries to the Progress Park infrastructure.

Infrastructure projects included an agreement for the U.S. Hwy 75 ramp at F.M. 1417, partnering with the City for a study for a wastewater effluent re-use system, funding for utilities at S.H. 289 and U.S. Hwy 82, and continued support of the GIS development.

Mr. Connell addressed the work program for FY 2013-2014, adding that there are not a lot of big changes. He said that they will continue to focus on industries that are big water users, but will not specifically focus on water. A lot of activity is from the Dallas market so they will focus on that.

The first goal is to expand local industries through three projects at an investment of $50,000,000 with 50 new jobs and 200 retained jobs. Incentive agreements will be specifically tailored for each project. Other goals include attracting primary employers with four projects, $40,000,000 investment and 100 new jobs; develop DFW Metroplex allies to seek project referrals; increase retail market center with three projects, $5,000,000 investment and 40 jobs; manage SEDCO real estate by selling 40 acres in Progress Park; enhance projects by creating an environment that attracts companies; and elevate Sherman's profile by enhancing positive awareness.

SEDCO WORK PROGRAM 2013-2014
CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2013-2014

Mayor Wacker asked if Council Members had any questions about SEDCO's proposed work program.

Council Member Sofey addressed the Southeastern Freight Lines project and asked if they were going to relocate or expand. Mr. Connell said they are currently co-located with Central Freight. They wanted to "test the market" but it is time for them to move to a larger facility. They will be increasing their activity and will be building a new facility and adding jobs.

ACTION TAKEN.

Motion by Council Member Plyler to approve the SEDCO Work Program for FY 2013-2014, as presented. Second by Council Member Johnson.

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

<u>SEDCO BUDGET 2013-2014</u>
<u>PRESIDENT'S PRESENTATION OF THE SEDCO BUDGET 2013-2014</u>

Mr. Connell introduced SEDCO's proposed budget for FY 2013-2014. In an operating sense, there is not a great deal of change. The sales tax revenue is estimated at $3,093,615. Other revenue will be from the sale of the site in Progress Park and is estimated at $378,450.

SEDCO also hired a full-time administrative staff person. They originally hired a temporary person which was budgeted in a contract services account. The operating budget is basically a response to reality. There is an increase in office supplies for next year because of better results than anticipated this year. Additional money is designated for marketing and several items have been moved to another line item. From an operating standpoint, the overall budget has increased about 3.14%

Mr. Connell said in the incentive payouts, SEDCO has included the first two major incentive payouts for Panda Energy, which is a multi-million dollar incentive. Therefore the incentive payout number has "really ballooned" for this year. There is a possibility that the payouts might be this year so it needed to be included in the budget.

He added that the debt service includes the programs for new utility lines in the S.H. 82/S.H.289 area.

<u>SEDCO BUDGET 2013-2014</u>
<u>CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2013-2014 SEDCO BUDGET</u>

Mayor Wacker asked if Council Members had any questions about SEDCO's proposed budget.

Robby Hefton, Assistant City Manager, said the City does try to tie sales tax revenue estimates to SEDCO's estimates to be consistent. The debt service is debt that is issued through the Greater Texoma Utility Authority that the City pays and SEDCO reimburses the City. The City acts as a "pass through" entity.

Council Member Johnson asked what is included in the land maintenance line item. Mr. Connell said that includes mowing mostly, but also water and electricity. He added that SEDCO covers the frontage on F.M. 1417, including several signs and the edge of the highway.

Mayor Wacker said SEDCO's proposed budget is similar to last year's budget, but with slightly different focus issues.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve the SEDCO Budget for FY 2013-2014, as presented. Second by Council Member Softly.

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

Mr. Connell thanked the City Council for their support. Mayor Wacker said the Council appreciated SEDCO's hard work to advance the City and the School District. She was excited to celebrate their success from last year.

OTHER BUSINESS

There was no other business to come before the City Council or SEDCO.

ADJOURNMENT

There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 12:49 p.m.

MAYOR

ATTEST

CITY CLERK

Sherman Economic Development Corporation
Sherman City Council

Joint Annual Meeting

September 9, 2013

Sherman
Economic
Development
Corporation

Sherman Economic Development Review

FY 2012-13

"Local Expansions and Momentum"

Dean Gilbert Jr., SEDCO Chairman

Scott Connell, SEDCO President

Sherman Economic Development Corporation

Thanks for your support!

- Citizens of Sherman
- City Council
- City staff – City Manager's office, Finance, Planning & Development, Engineering, IT, etc.
- Local businesses
- Involved SEDCO Board Members
- Dedicated SEDCO staff members

It is a Partnership

Sherman Economic Development Corporation

Key Success Points FY2012-13

- Total Capital Investment $346,710,000
- New jobs 371
- Retained jobs 2,045
- Eight local projects; Six new companies
- New retail incentive program
- Progress Park site under contract
    - 81% return (one year), 79% return (ten year)

Sherman Economic Development Corporation

Results

Goal A: Retain & Expand Existing Employers

Eight projects, $330,585,000

177 new jobs, 2045 retained jobs

Expansion Projects

Presco Polymers – plastic film products

Project 1 - $485,000 investment

New production equipment

Completed 2nd quarter

Project 2 – 14 new jobs, third shift

Engineered Films Division

Jobs to be created 4th quarter

Sherman Texas
Sherman Economic Development Corporation

PRESCO
Manufacturer of Films and Outdoor Marking Products

Expansion Projects

US Aviation Group – pilot training company

Aircraft maintenance facility

$150,000 capital investment

30 new jobs

Expansion Projects

Texas Instruments – semiconductors

Project 1 – Warehouse equipment

$300,000,000 investment

Project 2 – New production equipment

$18,000,000 investment

Sherman Economic Development Corporation

TEXAS INSTRUMENTS

Expansion Projects

Consolidated Container- plastic containers

New manufacturing equipment, facility addition & truck parking area

$1.1 million investment

6 new jobs, retain 70 jobs

Sherman Economic Development Corporation

Consolidated Container Company

Expansion Projects

Tyson Fresh Meats – beef and pork products

New production equipment

$11,000,000 investment

75 new jobs

Sherman Economic Development Corporation

Tyson Fresh Meats, Inc.

Expansion Projects

West Business Solutions – contact center

New staff for largest local call center

22 jobs, 326 jobs retained

Sherman Economic Development Corporation

West Corporation

Attraction Projects

Eco Green Recycling – recycled plastic process

Plastic bottle cleaning, shredding

Southmayd facility

65 jobs

Attraction Projects

Texas Turbines – aircraft engines

Engine conversions for small aircraft

North Texas Regional Airport

27 new jobs

Sherman Economic Development Corporation

Texas Turbine Conversions, Inc.

Attraction Projects

903 Brewers – craft brewery, beer and ales

New start up brewery

$125,000 investment

2 jobs

Promotional agreement

Sherman Economic Development Corporation

Attraction Projects

Southeastern Freight Lines – trucking operation

Truck terminal facility

$4,000,000 investment

25 new jobs

Acquiring 13.77 acres in Progress Park I

Sherman Economic Development Corporation

SOUTHEASTERN FREIGHT LINES
Quality Without Question

Attraction Projects

Modular Power Solutions –

power skids for data centers

New manufacturing facility

$400,000 investment

43 jobs

Sherman Economic Development Corporation

modular power solutions

Retail Projects

Brookshire Grocery Company

New construction, grocery store

$8,000,000 investment

80 jobs

First retail incentive, infrastructure

Sherman Economic Development Corporation

Existing Industry Programs

Business Retention/Expansion

28 company meetings

Plant Managers Forums

Three meetings

Headquarters visits

Consolidated Container in Atlanta

Marketing Programs

Team Texas, Texas One, IAMC, DFW Marketing

Team consultant trips, meetings, events

Trade Shows – Plastec West (Oncor), NTCAR

Advertising program – “Sherman Works”

Online – ShermanSites, Headlight

Submitted 72 proposals in eleven months

Sherman Economic Development Corporation

Manage Progress Park

Contract for 13.77 acres Progress Park I

Master Plan analysis

Rebranding SEDCO & private – 3,300 acres

Rail crossing upgrades – Dorset Dr., Howe Dr.

Repairs to Progress Drive

Detailed data sheets for Park I, II, III, IV, V

Developing brochures for Progress Park

Sherman Economic Development Corporation

Infrastructure Projects

Agreement for US 75 ramp at FM 1417

Study for wastewater effluent re-use system

Funding for utilities SH289/US 82

Continue support of GIS development

Sherman Economic Development Work Program 2013-2014

Sherman
Economic
Development
Corporation

Goal A – Expand Local Industries

Three Projects, $50,000,000 investment

50 new jobs, 200 retained jobs

Business Retention meetings

Plant Managers Forums

Headquarters visits

Tailored incentive agreements

Economic impact analysis

Sherman Economic Development Corporation

Goal B – Attract Primary Employers

Four Projects, $40,000,000 investment

100 new jobs

Updated target industries

Audience: Brokers, consultants, partners

Online tools ShermanSites, Headlight, 3-D

Highlight Sherman successes

Tailored incentive agreements

Sherman Economic Development Corporation

Goal C- DFW Metroplex Allies

Seek project referrals from DFW

Marketing campaign in Metroplex

Prospecting trips to Dallas allies

Host real estate brokers for Progress Park

Participate with partners in events, trips

Economic impact analysis

(No large water user Goal)

Sherman Economic Development Corporation

Goal D – Retail Market Center

Three projects, $5,000,000, 40 jobs

Promote research resources for analysis

Prospecting trips to Dallas

Network & support commercial real estate

Tailored incentive agreements

Economic impact analysis

Sherman
Economic
Development
Corporation

Goal E – Manage SEDCO Real Estate

Sell 40 acres in Progress Park

Marketing program for Progress Park

Expand listings on ShermanSites.com

Manage Progress Park land maintenance

Implement capital improvement plan

Strategic investments for target industries

Economic impact analysis

Sherman Economic Development Corporation

Goal F – Enhancement Projects

Create environment that attracts companies

Complete US 75 ramp at FM 1417

Partner with City on new projects

Support GIS mapping system

Continue financing of infrastructure projects

Attract investment in key corridors

Economic impact analysis

Sherman Economic Development Corporation

Goal G – Elevate Sherman Profile

Enhance positive awareness of Sherman

Meet monthly with City Staff

Regular reports for City Council

Relationships with state, federal agencies

Promote local successes

Partner with City and region to promote area

Sherman Economic Development Corporation

Budget for 2013-14

Sherman
Economic
Development
Corporation

Sherman Economic Development Corporation
Proposed Budget for FY 2013-2014

	Fiscal Year 2007-2008	Fiscal Year 2008-2009	Fiscal Year 2009-2010	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Percent Change
Beginning Fund Balance	$ 8,993,355	$ 9,368,265	$ 9,630,992	$ 10,651,900	$ 8,341,000	$ 8,723,370	$ 9,180,577	5.24%
REVENUES								
Sales tax revenue	3,009,000	2,937,792	2,940,831	2,816,924	2,871,359	3,080,769	3,093,615	0.42%
Other revenue		28,700		734,400	85,333		378,450	100.00%
Interest	450,000	375,451	150,000	75,000	75,000	23,000	16,000	-30.43%
Total Revenue	$ 3,459,000	$ 3,341,943	$ 3,090,831	$ 3,626,324	$ 3,031,692	$ 3,103,769	$ 3,488,065	12.38%
EXPENSES								
Administrative								
Salaries	232,000	237,800	242,556	242,556	254,292	248,868	259,440	4.25%
Taxes	18,477	18,950	19,750	19,750	20,850	18,982	20,556	8.29%
Retirement/Insurance	93,000	88,500	88,000	89,255	72,562	45,585	57,815	26.83%
Total Adminstrative Expenses	$ 343,477	$ 345,250	$ 350,306	$ 351,561	$ 347,704	$ 313,435	$ 337,811	7.78%
Percent of Revenue	9.93%	10.33%	11.33%	9.69%	11%	10%	9.69%	
Operations								
Training	3,000	2,500	2,500	2,500	3,200	3,200	3,200	0.00%
Dues/Fees	4,500	4,500	4,500	4,500	3,814	9,670	9,279	-4.04%
Auto	12,600	13,200	13,200	13,200	14,400	15,600	15,600	0.00%
Office Supplies	7,700	7,700	7,700	7,700	2,500	4,510	5,260	16.63%
Rent	30,000	30,000	30,000	30,000	30,000	29,832	32,220	8.00%
Communications	11,500	11,500	11,500	12,000	10,316	10,280	9,780	-4.86%
Commercial Insurance	8,000	8,000	7,000	7,000	8,012	8,500	8,690	2.24%
Maintenance & Repairs	3,000	2,500	2,500	2,500	2,800	4,800	3,800	-20.83%
Utilities						5,505	6,056	10.01%
Land Maintenance						21,600	21,088	-2.37%
Computer Equipment						7,500	5,000	-33.33%
Taxes		-						
Total Operating Expenses	$ 80,300	$ 79,900	$ 78,900	$ 79,400	$ 75,042	$ 120,997	$ 119,973	-0.85%
Percent of Revenue	2.32%	2.39%	2.55%	2.19%	2.48%	3.39%	3.44%	
Programs								
Luncheons/Meetings	8,000	8,000	8,000	8,000	13,200	12,600	17,000	34.92%
Conferences	7,000	7,000	7,000	7,000	5,250	8,500	20,800	144.71%
Retention/Expansion	6,500	6,500	6,500	6,500	16,300	16,500	11,300	-31.52%
Marketing/Attraction (8465,8466)	165,000	176,000	294,083	281,692	138,950	181,260	208,110	14.81%
Contract Services	65,000	65,000	65,000	65,000	150,300	81,380	65,550	-19.45%
Total Program Expenses	$ 251,500	$ 262,500	$ 380,583	$ 368,192	$ 324,000	$ 300,240	$ 322,760	7.50%
Percent of Revenue	7.27%	7.85%	12.31%	10.15%	10.69%	9.68%	9.26%	
Total Expenses (Admin-Oper-Prog)	$ 675,277	$ 687,650	$ 809,789	$ 799,153	$ 746,746	$ 737,175	$ 780,544	5.88%
Percent of Revenue	19.52%	20.58%	26.20%	22.04%	24.63%	23.75%	22.38%	
Net Revenue/Loss	$ 2,783,723	$ 2,654,293	$ 2,281,042	$ 2,827,171	$ 2,284,946	$ 2,366,594	$ 2,707,521	14.41%
Incentive Payouts (scheduled)	1,840,860	4,229,457	981,133	3,775,028	6,866,695	1,596,000	3,074,900	92.66%
Land & Infrastructure	13,397	240,000	200,000	1,500,000	75,000	550,000	550,000	0.00%
Capital Expenses (SYC)	8,988	10,000	10,000	100,000	500,000	700,000	700,000	0.00%
Debt Service (P&I)		281,544	281,544	281,544	453,447	449,688	550,725	22.47%
Total Incentives/Invest/Capital Exp	$ 1,863,244	$ 4,761,001	$ 1,472,677	$ 5,656,572	$ 7,895,142	$ 3,295,688	$ 4,875,625	
Total Op & Incentive Expenses	$ 2,538,521	$ 5,448,651	$ 2,282,466	$ 6,455,725	$ 8,641,888	$ 4,032,863	$ 5,656,169	
Net Income (loss)	$ 920,479	$ (2,106,708)	$ 808,365	$ (2,829,401)	$ (5,610,196)	$ (929,094)	$ (2,170,104)	
Ending Fund Balance	$ 9,913,834	$ 7,261,557	$ 10,439,357	$ 7,822,499	$ 2,730,804	$ 7,794,276	$ 7,010,473	

STATE OF TEXAS §

September 16, 2013

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on September 16, 2013.

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

MEMBERS ABSENT: COUNCIL MEMBER SMITH.

<u>CALL TO ORDER</u> **CALL TO ORDER**

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

<u>APPROVE MINUTES</u> **APPROVE MINUTES**

The Council reviewed the Minutes of the Called City Council Meeting of September 3, 2013. Deputy Mayor Howeth moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

<u>INTRODUCTION AND PUBLIC HEARING OF ORDINANCES</u> **ORD 5799 SUP FOR CHURCH (1908 S. DEWEY)**

Mayor Wacker introduced Ordinance 5799 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHURCH IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1908 SOUTH DEWEY AVENUE, BEING 5.885 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (PROMISE LAND CHURCH OF SHERMAN, OWNERS AND POGUE ENGINEERING & DEVELOPMENT COMPANY, INC., ENGINEERS/ SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

<u>Arlyn Samuelson, Pogue Engineering and Development Company, Inc., 1512 Bray Central Dr, McKinney, Texas</u>
Mr. Samuelson said that Pogue Engineering and Development Company are the civil engineers for the project.

Promise Land Church is the owner and they are a non-denominational church that has been located in the Sherman area for approximately seven years. They have previously been located in leased facilities and are now looking for a larger home. There are already other churches in the area.

No other citizens appeared before the City Council to discuss Ordinance 5799.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

Ordinance 5799

ORD 5799
SUP FOR CHURCH
(1907 S. DEWEY)
(TABLED)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHURCH IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1908 SOUTH DEWEY AVENUE, BEING 5.885 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (PROMISE LAND CHURCH OF SHERMAN, OWNERS AND POGUE ENGINEERING & DEVELOPMENT COMPANY, INC., ENGINEERS/ SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

Council Member Sofey expressed concern about the proposed ordinance. He and Council Member Johnson are currently serving on the North Texas Regional Airport Zoning Board. He was concerned about the density issue and compliance with the Comprehensive Master Plan.

Council Member Johnson asked about the seating capacity of the church. Mr. Samuelson said the seating capacity is 107 seats in the auditorium. Scott Shadden, Director of Development Services, said the parking spaces will allow 161.

Council Member Sofey said the City Council was being asked to grant a specific use permit for an area on a 5.88 acre tract. He was also surprised that there were privately owned tracts between the east side of the runway and Dewey Avenue.

Mayor Wacker said the Council was more aware of zoning around an airport because they have been dealing with zoning around the North Texas Regional Airport. A zone change or specific use permit that affects property around the airport is of concern.

Mr. Samuelson said one of the requirements of City staff was that Form 7460-1 would be submitted by the property owner and approved by the FAA prior to receiving a building permit. They currently have no plans for development of the remaining property and if it was developed in the future, they would be required to submit a site plan.

Council Member Sofey recognized that the site plan would come back for consideration, but the use of the property would have already been approved for the entire 5.885 acres with the specific use permit.

Council Member Sofey said there are other tracts in that area and he wanted to be sure that "all bases are covered" before they set a precedent. He said he did have a small "level of discomfort" because he wants to be sure they make the right decision.

Council Member Johnson said his concern was because of the proximity to the airport. The tract is butting up next to the taxiway and runway and might be an issue from a density and safety standpoint.

George Olson, City Manager, asked the Council if they would like to see how the request fits with the Airport Hazard Zoning Ordinance and the Comprehensive Master Plan and would like to have additional time to gather the facts.

Mr. Samuelson said they have an item on the upcoming Planning and Zoning Commission agenda to consider screening for the property.

Council Member Sofey and Council Member Johnson felt it would be helpful to review the Airport Hazard Zoning Ordinance and the compatibility with the Comprehensive Master Plan before making a decision.

Mr. Samuelson confirmed that, if tabled, the ordinance would be considered at the next Council Meeting, which is scheduled for three weeks. He did not feel this would be a problem for the project.

ACTION TAKEN.

Motion by Council Member Sofey to table Ordinance No. 5799, for further consideration. Second by Council Member Johnson.

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

Mr. Samuelson said that currently the church will be located about 60 feet from the road, but if the staff thinks the church should be moved closer to Dewey Avenue, they would be willing to consider that change.

Ordinance 5789 — ORD 5789 LEVY OF AD VALOREM TAXES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2013; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Plyler to approve Ordinance No. 5789, as presented. Second by Deputy Mayor

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

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5805 – ESTABLISHING PARKS AND RECREATION FIELD/FACILITY USAGE FEES

RES 5805 PARKS & REC FIELD/FACILITY USAGE FEES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING PARKS AND RECREATION FIELD/FACILITY USAGE FEES.

Kevin Winkler, Parks and Community Services Director, said that during the budget process, the staff looked at ways to continue to provide the services that they have in the past. As part of that, they reviewed the user fees.

The maintenance aspect for the sports fields is approximately $440,000 per year. The City provides for about 3,000 games per year on 30 fields. The proposed user fee will represent about $14,000 per year.

Mayor Wacker added that the user fee will assist the City in keeping the level of maintenance that they already have. She added that in the last couple of years, the City has added new fields and added irrigation to some fields and they look very nice.

Mayor Wacker said that the user fee is not per game, but is per season and will be collected as teams register for leagues.

ACTION TAKEN.
Motion by Deputy Mayor Howeth to approve Resolution No. 5805, as presented. Second by Council Member Softly.
VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5806 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES

RES 5806 HOUSEHOLD HAZARDOUS WASTE SERVICES

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

Clay Barnett, City Engineer, said Sherman began contracting with the City of Fort Worth in 2006 to provide household hazardous waste services.

The goal of the program is to collect hazardous waste before it is illegally dumped in the City's drainage and waterways. This keeps the waste out of the streams and lakes and improves the environment to keep Sherman's drinking water safe.

The program costs $5,000 per year or $47 per participating resident. Generally 100 residents participate in the hazardous waste service.

An E-Waste collection station is also offered during the event and is provided at no cost to the City from a Bonham-based business.

Mr. Olson said the program has been very successful. Council Members confirmed that the program began in 2006 and generally serves 100 residents.

ACTION TAKEN.

Motion by Council Member Plyler to approve Resolution No. 5806, as presented. Second by Council Member Johnson.

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

RES 5807
GAS PIPELINE
ENCROACHMENT
EASEMENT

<u>RESOLUTION NO. 5807 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT WITH GULF CROSSING PIPELINE CO LLC TO CONSTRUCT A 16" GAS PIPELINE WITHIN THE PROGRESS DRIVE RIGHT-OF-WAY</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT WITH GULF CROSSING PIPELINE CO LLC TO CONSTRUCT A 16" GAS PIPELINE WITHIN THE PROGRESS DRIVE RIGHT-OF-WAY.
CONSENT AGENDA.

RES 5808
GAS PIPELINE
ENCROACHMENT
EASEMENT

<u>RESOLUTION NO. 5808 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT WITH GULF CROSSING PIPELINE CO LLC TO CONSTRUCT A 16" GAS PIPELINE WITHIN THE STREET RIGHT-OF-WAY OF TRAVIS STREET</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT WITH GULF CROSSING PIPELINE CO LLC TO CONSTRUCT A 16" GAS PIPELINE WITHIN THE STREET RIGHT-OF-WAY OF TRAVIS STREET.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>

CLOSE STREETS
AUSTIN COLLEGE
HOMECOMING

<u>CONSIDER REQUEST OF THE AUSTIN COLLEGE KAPPA GAMMA CHI TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE HOMECOMING 2013 'ROO RUN ON SATURDAY,</u>

OCTOBER 26, 2013
Mayor Wacker said since she works for Austin College, she would pass the gavel to Deputy Mayor Howeth for this agenda item.

ACTION TAKEN.
Motion by Council Member Plyler to approve the request of the Austin College Kappa Gamma Chi to temporarily close certain streets for the Homecoming 2013 'Roo Run on Saturday, October 26, 2013, as presented. Second by Council Member Sofey.
VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.
VOTING NAY: None.
ABSTAIN: Wacker.
MOTION CARRIED.

Deputy Mayor Howeth passed the gave back to Mayor Wacker.

CONSIDER REQUEST OF DOWNTOWN SHERMAN PRESERVATION & REVITALIZATION TO TEMPORARILY CLOSE TRAVIS STREET (BETWEEN HOUSTON STREET AND LAMAR STREET) AND CROCKETT STREET (BETWEEN HOUSTON STREET AND LAMAR STREET) FOR A HALLOWEEN EVENT ON SATURDAY, OCTOBER 26, 2013; AND CONSIDER DSP&R'S REQUEST TO APPLY FOR A LIQUOR PERMIT TO SELL WINE TO PATRONS OF THE EVENT

CLOSE STREETS DSP&R HALLOWEEN EVENT

The City Council approved the request of Downtown Sherman Preservation & Revitalization to temporarily close Travis Street, between Houston Street and Lamar Street, and Crockett Street, between Houston Street and Lamar Street, for a Halloween event on Saturday, October 26, 2013. They also approved DSP&R's request to apply for a liquor permit from the Texas Alcohol and Beverage Commission to sell wine to patrons at the event.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF O'HANLON RANCH ESTATES, PHASE 4, BEING 11.23 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; DGR DEVELOPMENT GROUP, LTD., OWNERS; AND SARTIN & ASSOCIATES, SURVEYORS (2600 BLOCK OF WEST LAMBERTH ROAD, 2400-2600 BLOCKS OF REMUDA DRIVE, 3100-3200 BLOCKS OF BANDERA DRIVE, AND 3100 BLOCK OF OVERLAND TRAIL)

APPROVE FINAL PLAT (2600 BLOCK OF W. LAMBERTH RD, 2400-2600 BLOCKS OF REMUDA DR, 3100-3200 BLOCKS OF BANDERA DR & 3100 BLOCK OF OVERLAND TRAIL)

The City Council approved the Final Plat of the O'Hanlon Ranch Estates, Phase 4, consisting of 11.23 acres in the J.B. McAnair Survey, Abstract No. 763. The property is located in the 2600 block of West Lamberth Road, 2400 to 2600 blocks of Remuda Drive, 3100 to 3200 blocks of Bandera Drive, and the 3100 block of Overland Trail. The owners would like to plat the property into 29 lots for residential development.

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

APPROVE REPLAT (SHERMAN CROSSING ADDITION)

REPLAT APPROVAL OF LOT 1R OF SHERMAN CROSSING ADDITION, CONTAINING 8.139 ACRES; 75/82 SHERMAN CROSSING LTD., OWNERS; HERB GOODMAN, GOODMAN REAL ESTATE SOLUTIONS, REPRESENTATIVE; BLUESTONE PARTNERS, GENERAL CONTRACTOR; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS (3200 BLOCK OF U.S. HIGHWAY 75 NORTH)
The City Council approved the Replat of Lot 1R of Sherman Crossing Addition, consisting of 8.139 acres, located in the 3200 block of U.S. Highway 75 North. The owners would like to replat the property into two lots for commercial development.

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

APPROVE FINAL PLAT (HALE INDUSTRIAL PARK ADDITION)

FINAL PLAT APPROVAL OF HALE INDUSTRIAL PARK ADDITION IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION (ETJ), BEING 7.537 ACRES IN THE FIELDING BACON SURVEY, ABSTRACT NO. 119; HALE SOUTHMAYD CORPORATION, OWNERS; JOHN ROMAN, REPRESENTATIVE; AND HELVEY & ASSOCIATES SURVEYING, INC., SURVEYORS (4601 WEST HIGHWAY 56)
The City Council approved the Final Plat of Hale Industrial Park Addition, consisting of 7.537 acres in the Fielding Bacon Survey, Abstract No. 119, located at 4601 West Highway 56, in the City's Extraterritorial Jurisdiction. The owners would like to plat the property into two lots.

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

CITIZENS REQUESTS

CITIZENS REQUESTS
There were no citizen's requests.

MEDIA QUESTIONS

MEDIA QUESTIONS
There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

KEEP SHERMAN BEAUTIFUL COMMISSION

KEEP SHERMAN BEAUTIFUL COMMISSION (5)
ACTION TAKEN.

> **Motion by Deputy Mayor Howeth to appoint Karen Tooley and Lauren Roth to the Keep Sherman Beautiful Commission for a term beginning and ending when the entire board is appointed. Second by Council Member Softly.**

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

COUNCIL COMMENTS

BATTLE OF THE AXE

BATTLE OF THE AXE

Deputy Mayor Howeth said the Battle of the Axe will be held in a couple of weeks and Sherman High students will be collecting cans of food for the annual food drive. She asked all citizens to consider donating canned food, which benefits the citizens of Sherman and Denison. Donations will be accepted at all Sherman schools, especially Sherman High School.

ARTS FESTIVAL

ARTS FESTIVAL

Council Member Johnson reminded everyone that the Arts Festival will be held this weekend.

HISPANIC HERITAGE FESTIVAL

HISPANIC HERITAGE FESTIVAL

Mayor Wacker said the Hispanic Heritage Festival was celebrated this past weekend and was a nice event. She thanked the staff for all their hard work in conjunction with the festival.

ARTS FESTIVAL

ARTS FESTIVAL

Mayor Wacker reminded citizens that Choo Choo Soul with Genevieve will be held in Kidd-Key Auditorium on Saturday, September 21, 2013 at 4:00 p.m., in conjunction with the Arts Festival.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:22 p.m.

____

MAYOR

____

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 1.**

Meeting Date: 10/07/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

PROCLAMATION

"National Arts and Humanities Month" – October 2013

Issue:

To proclaim October 2013 as "National Arts and Humanities Month" in the City of Sherman

Background:

Each year, Americans for the Arts coordinates a coast-to-coast celebration of culture in America; and it has become the largest annual celebration of the arts and humanities in the nation. The event grew out of National Arts Week, which began in 1985 and became a month-long celebration in 1993.

Origination:

The request originated with Mayor Cary Wacker.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the Council consider a proclamation designating October 2013 as "National Arts and Humanities Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Arts and Humanities Month" Proclamation

SHERMAN

Proclamation

WHEREAS, arts and humanities play a unique role in the lives of our families, our communities, and our country and have enhanced and enriched the lives of every American throughout our history, and

WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind, and provide a rich heritage and testament to the boundless capacity to shape our views of democracy, freedom, and tolerance, and

WHEREAS, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for more than two decades, and

WHEREAS, the nonprofit arts industry also strengthens our economy by generating $135.2 billion in total economic activity annually and by supporting the full-time equivalent of 4.13 million jobs, and

WHEREAS, Sherman has always had a rich culture in the arts, and citizens have supported numerous profit and non-profit ventures of an artistic nature.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 2013

NATIONAL ARTS AND HUMANITIES MONTH

in the City of Sherman and urge all citizens to celebrate and promote the arts and culture in Sherman and to encourage greater participation by the citizens to enhance their lives with art.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 7th day of October, 2013.

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 2.**

Meeting Date: 10/07/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

PROCLAMATION
"Lions White Cane Day" – October 19, 2013

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 originated with 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 a proclamation designating October 19, 2013 as "Lions White Cane Day" in Sherman.

Alternatives:

The City Council could choose not to present the proclamation.

Attachments

"Lions White Cane Day" Proclamation

SHERMAN

Proclamation

WHEREAS, Lions Club International, with over 1,350,000 members in the free world, has been dedicated to saving sight for nearly 100 years, and

WHEREAS, Lions Club International has distributed more than 147 million treatments for river blindness, provided nearly 8 million cataract surgeries, and prevented serious vision loss for more than 30 million people worldwide, and

WHEREAS, through their work, they have saved the sight of more than 14 million children by providing eye screenings, glasses, and other treatments through Sight for Kids, 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 provides eye exams and eyeglasses to the needy school children of Grayson County, leader dogs for the blind, cornea transplants courtesy of the Lions Organ and Eye Bank, and eyeglass collections for needy people around the world, and

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

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 19, 2013

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 7th day of October, 2013.

Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 1.**

Meeting Date: 10/07/2013

Prepared By: Brandon Shelby, City Attorney

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5800

Approving a Negotiated Resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2013 Annual Rate Review Mechanism Filing in All Cities Exercising Original Jurisdiction; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement and Finding the Rates to be Set by the Attached Tariffs to be Just and Reasonable; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the Steering Committee's Legal Counsel

Issue:

Ratification of a Negotiated Resolution between the Atmos Cities Steering Committee ("ACSC" or "Steering Committee") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company")

Background:

The Rate Review Mechanism ("RRM") tariff was approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. The RRM allows cities to conduct a more comprehensive review of all of the information regarding changes to Atmos's revenues and expenses, as well as its invested capital. In early 2013, the City adopted a renewed RRM tariff for an additional five years. ACSC and Atmos have reached a negotiated resolution addressing Atmos's first filing pursuant to the renewed RRM tariff.

Atmos's RRM filing sought a $22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of $25.7 million. As a result of negotiations, ACSC was able to reduce the Company's requested $22.7 million RRM increase to $16.6 million. This negotiated settlement reduces Atmos's requested rate increase by over 25%. The alternative to a settlement of the RRM filing would be a contested case proceeding before the Railroad Commission on the Company's current application, which would take several months and cost ratepayers millions of dollars in rate case expenses. The ACSC Legal Counsel believes that the negotiated resolution is consistent with or better than a litigated outcome; and the ACSC Settlement Committee recommends the ACSC members take action to approve the Ordinance authorizing new rate tariffs. The monthly bill impact for the average residential customer is $0.74, about a 1.75% increase in the total bill. Sherman must take final action on the proposed ordinance by November 1, 2013.

Origination:

Geoffrey M. Gay, Georgia N. Crump, and Eileen L. McPhee of Lloyd Gosselink Rochelle & Townsend, P.C., Legal Counsel to ACSC

Financial Consideration:

Approval of this ordinance will result in rates that implement a $16.6 million increase in Atmos's revenues effective November 1, 2013, and a monthly increase of $0.74 for the average residential customer.

Staff Recommendation:

It is recommended that the City Council adopt the ordinance and approve the Negotiated Resolution with Atmos Mid-Tex.

Alternatives:

As the ACSC Negotiation Team has negotiated the most beneficial settlement, no other alternatives are recommended.

Attachments

ACSC Legal Counsel Memo of September 17, 2013

Staff Report

Ordinance No. 5800

Attachment A - Rate Tariffs

Lloyd
Gosselink
ATTORNEYS AT LAW

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MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Geoffrey M. Gay, Georgia N. Crump, Eileen L. McPhee

DATE: September 17, 2013

RE: Action Required – Ordinance Approving First Annual RRM Rate Increase Under the Renewed RRM Tariff

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION

Only July 15, 2013, Atmos Energy Corporation-Mid Tex Division ("Atmos" or "Company") filed a Rate Review Mechanism ("RRM") application with each of the Atmos Cities Steering Committee ("ACSC") members. In the filing, Atmos alleges a test year revenue deficiency of $25.7 million on a total company basis. Pursuant to the ordinances passed by cities that renewed the RRM process that was negotiated following the Railroad Commission's ("RRC") Final Order in the 2012 rate case, Atmos was required to make a downward adjustment of $3 million to its alleged cost of service revenue deficiency. Thus, Atmos requested $22.7 million in additional revenues.

ACSC consultants filed several discovery requests on the Company and produced a report to ACSC counsel on August 23, 2013. That report concluded that Atmos was entitled to additional revenues but significantly less than requested by the Company. After several rounds of negotiations with Atmos, the Company has agreed that it will accept additional revenues of $16.6 million rather than the initially requested $22.7 million. In a conference call Monday morning, September 16, 2013, the ACSC Executive Committee[1] unanimously approved the compromised revenue deficiency of $16.6 million. The Executive Committee and legal counsel recommend adoption of an ordinance and tariffs that will collect that amount of additional revenue over a twelve (12) month period beginning November 1, 2013.

While the ordinance establishing a new RRM process passed by cities this past summer calls for an Effective Date of October 15, 2013 for the first RRM under the new process, the Company has agreed to a two-week extension to provide ACSC cities six weeks to take action. The rate ordinance provides an Effective Date of November 1, 2013.

Attached to this communication please find the following:

1. The RRM Rate Ordinance (with tariffs designated as Attachment A);
2. A Model Staff Report in support of the Ordinance; and

[1] The ACSC Executive Committee includes representatives from Abilene, Arlington, Benbrook, Carrollton, College Station, Colleyville, Denison, Duncanville, Eastland, Farmers Branch, Flower Mound, Fort Worth, Garland, Grand Prairie, Haltom City, Irving, Kerrville, Killeen, Lewisville, Mesquite, Plano, Sherman, Waco and Waxahachie. At least 15 representatives were on the call.

3. A rate impact analysis (Average Bill Comparison-Base Rates).

None of these attachments are confidential and may be distributed as you choose.

The $16.6 million to be approved by the Ordinance is superior to the $25.7 million system-wide cost of service revenue deficiency alleged by the Company. The $16.6 million compromise is significantly better than the $28 million the Company would have received in the rubber-stamp process review at the RRC, if the Company had chosen to ignore city input by filing a GRIP application.

Please note that the significant increases in customer charges that occurred earlier this year resulted from a RRC order signed December 4, 2012. None of the $16.6 million increase in this case will be applied to the residential customer charge pursuant to the agreement with Atmos earlier this year that led to the RRM renewal.

The Average Bill Comparison-Base Rates demonstrates that the monthly rate impact of the ordinance and new tariffs on an average residential or commercial customer will be $0.74 (1.75% increase).

Note that the tariffs include a Conservation and Efficiency (CEE) surcharge that had been previously approved pursuant to RRC orders. It is not a new item and is not referenced in the Ordinance or Model Staff Report.

If you have any concerns or questions, please do not hesitate to call Geoffrey (512-322-5875), Georgia (512-322-5832), or Eileen (512-322-5817).

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2012

Line								November 1, 2013	
1	Rate R @ 41.7 Ccf						CURRENT	PROPOSED	CHANGE
2	Customer charge						$ 17.70		
3	Consumption charge	41.7	CCF		X $ 0.04172	=	1.74		
4	Rider GCR Part A	41.7	CCF		X $ 0.32167	=	13.41		
5	Rider GCR Part B	41.7	CCF		X $ 0.16324	=	6.81		
6	Subtotal						$39.66		
7	Rider FF & Rider TAX			$ 39.66	X 0.06769	=	2.68		
8	Total						$42.34		
9									
10	Customer charge							$ 17.70	
11	Consumption charge	41.7	CCF		X $ 0.05831	=		2.43	
12	Rider GCR Part A	41.7	CCF		X $ 0.32167	=		13.41	
13	Rider GCR Part B	41.7	CCF		X $ 0.16324	=		6.81	
14	Subtotal							$40.35	
15	Revenue-related Tax Reimbursement			$ 40.35	X 0.06769	=		2.73	
16	Total							$43.08	$0.74
17									1.75%
18									
19	Rate C @ 327.2 Ccf						CURRENT	PROPOSED	CHANGE
20	Customer charge						$ 34.72		
21	Consumption charge	327.2	CCF		X $ 0.06589	=	21.56		
22	Rider GCR Part A	327.2	CCF		X $ 0.32167	=	105.24		
23	Rider GCR Part B	327.2	CCF		X $ 0.11765	=	38.49		
24	Subtotal						$200.01		
25	Revenue-related Tax Reimbursement			$ 200.01	X 0.06769	=	13.54		
26	Total						$213.55		
27									
28	Customer charge							$ 35.75	
29	Consumption charge	327.2	CCF		X $ 0.06893	=		22.55	
30	Rider GCR Part A	327.2	CCF		X $ 0.32167	=		105.24	
31	Rider GCR Part B	327.2	CCF		X $ 0.11765	=		38.49	
32	Subtotal							$202.03	
33	Revenue-related Tax Reimbursement			$ 202.03	X 0.06769	=		13.68	
34	Total							$215.71	$2.16
35									1.01%

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2012

						CURRENT	PROPOSED	CHANGE
36	**Rate I @ 3955 MMBTU**					CURRENT	PROPOSED	CHANGE
37	Customer charge					$ 600.00		
38	Consumption charge	1,500	MMBTU	X $ 0.2473	=	370.95		
39	Consumption charge	2,455	MMBTU	X $ 0.1812	=	444.88		
40	Consumption charge	0	MMBTU	X $ 0.0389	=	0.00		
41	Rider GCR Part A	3,955	MMBTU	X $ 0.3294	=	1,302.79		
42	Rider GCR Part B	3,955	MMBTU	X $ 0.2591	=	1,024.63		
43	Subtotal					$3,743.25		
44	Revenue-related Tax Reimbursement	$ 3,743.25		X 0.06769	=	253.38		
45	Total					$3,996.63		
46								
47	Customer charge						$ 620.00	
48	Consumption charge	1,500	MMBTU	X $ 0.2565	=		384.75	
49	Consumption charge	2,455	MMBTU	X $ 0.1879	=		461.33	
50	Consumption charge	0	MMBTU	X $ 0.0403	=		0.00	
51	Rider GCR Part A	3,955	MMBTU	X $ 0.3294	=		1,302.79	
52	Rider GCR Part B	3,955	MMBTU	X $ 0.2591	=		1,024.63	
53	Subtotal						$3,793.50	
54	Revenue-related Tax Reimbursement	$ 3,793.50		X 0.06769	=		256.78	
55	Total						$4,050.28	$53.65
56								1.34%
57	**Rate T @ 3955 MMBTU**					CURRENT	PROPOSED	CHANGE
58	Customer charge					$ 600.00		
59	Consumption charge	1,500	MMBTU	X $ 0.2473	=	370.95		
60	Consumption charge	2,455	MMBTU	X $ 0.1812	=	444.88		
61	Consumption charge	0	MMBTU	X $ 0.0389	=	0.00		
62	Rider GCR Part B	3,955	MMBTU	X $ 0.2591	=	1,024.63		
63	Subtotal					$2,440.46		
64	Revenue-related Tax Reimbursement	$ 2,440.46		X 0.06769	=	165.19		
65	Total					$2,605.65		
66								
67	Customer charge						$ 620.00	
68	Consumption charge	1,500	MMBTU	X $ 0.2565	=		384.75	
69	Consumption charge	2,455	MMBTU	X $ 0.1879	=		461.33	
70	Consumption charge	0	MMBTU	X $ 0.0403	=		0.00	
71	Rider GCR Part B	3,955	MMBTU	X $ 0.2591	=		1,024.63	
72	Subtotal						$2,490.71	
73	Revenue-related Tax Reimbursement	$ 2,490.71		X 0.06769	=		168.59	
74	Total						$2,659.30	$53.65
75								2.06%

MODEL STAFF REPORT

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the first annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a $22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of $25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex's RRM filing.

The Ordinance resolves the Company's RRM filing by authorizing additional revenues to the Company of $16.6 million system-wide. For purposes of comparison, this negotiated result is about $11 million *less* than what ACSC's consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the Gas Reliability Infrastructure Program ("GRIP") rather than an RRM case. The settlement is expected to increase the average residential customer's bill by approximately $0.74 per month. An Average Bill Comparison of base rates has been prepared for residential, commercial, industrial, and transportation customers.

The ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Ordinance implementing the rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. Atmos Mid-Tex's July 2013 filing was made pursuant to the renewed RRM tariff.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers in excess of $28 million.

Purpose of the Ordinance:

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rates (shown on "Attachment A" to the Ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee. **Please make sure that the tariffs are attached when the Ordinance is passed by the City Council.**

As a result of the negotiations, ACSC was able to reduce the Company's requested $22.7 million RRM increase to $16.6 million. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.

Reasons Justifying Approval of the Negotiated Resolution:

Consultants working on behalf of ACSC Cities have investigated the support for the Company's requested rate increase. While the evidence does not support the $22.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of some lesser amount. The agreement on $16.6 million is a compromise between the positions of the parties.

The alternative to a resolution of the RRM filing would be a GRIP filing by the Company, based upon the Railroad Commission's decision in the 2012 rate case. A GRIP filing would entitle the Company to receive more than $28 million in additional revenues, with ACSC being precluded from reviewing the reasonableness of the GRIP filing. The ACSC Executive Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

No Changes to Residential Customer Charges:

For the first annual filing under the revised RRM tariff, the Company agreed to forgo any change to the residential customer charge. Therefore, for the 2013 RRM, the result of the filing will not increase the residential customer charge, and the entirety of the increase to the residential class will be applied to the commodity (natural gas consumption) component of rates.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the Ordinance.

2. This section adopts the attached tariffs ("Attachment A") in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs being revised are attached to the Ordinance. Existing tariffs not being changed in any way are not attached to the Ordinance.

3. This section requires the Company to reimburse ACSC for reasonable ratemaking costs associated with reviewing and processing the RRM application.

4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

7. This section is a "most favored nations" clause. It provides that if the Company settles with other parties on better terms than agreed to with the ACSC Cities, the ACSC Cities (including the City) will automatically receive the benefit of those better terms.

8. This section provides for an effective date upon passage.

9. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

ORDINANCE NO. ____________

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

WHEREAS, the City of ________________________, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by $22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by $16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.

Section 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.

Section 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this __________ day of __________________, 2013.

____
Mayor

ATTEST:

____
City Secretary

APPROVED AS TO FORM:

____
City Attorney

Attachment A

Atmos Mid-Tex Tariffs
Effective November 1, 2013

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 17.70 per month
Rider CEE Surcharge	$ 0.02 per month[1]
Total Customer Charge	$ 17.72 per month
Commodity Charge – All Ccf	$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

1 Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 35.75 per month
Rider CEE Surcharge	$ 0.10 per month[1]
Total Customer Charge	$ 35.85 per month
Commodity Charge – All Ccf	$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

1 Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2565 per MMBtu
Next 3,500 MMBtu	$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2565 per MMBtu
Next 3,500 MMBtu	$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Base Use/Heat Use Factors

	Residential		Commercial	
	Base use	Heat use	Base use	Heat use
Weather Station	Ccf	Ccf/HDD	Ccf	Ccf/HDD
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

STAFF REPORT

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the first annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a $22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of $25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex's RRM filing.

The Ordinance resolves the Company's RRM filing by authorizing additional revenues to the Company of $16.6 million system-wide. For purposes of comparison, this negotiated result is about $11 million *less* than what ACSC's consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the Gas Reliability Infrastructure Program ("GRIP") rather than an RRM case. The settlement is expected to increase the average residential customer's bill by approximately $0.74 per month. An Average Bill Comparison of base rates has been prepared for residential, commercial, industrial, and transportation customers.

The ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Ordinance implementing the rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. Atmos Mid-Tex's July 2013 filing was made pursuant to the renewed RRM tariff.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers in excess of $28 million.

Purpose of the Ordinance:

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rates (shown on "Attachment A" to the Ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee. **Please make sure that the tariffs are attached when the Ordinance is passed by the City Council.**

As a result of the negotiations, ACSC was able to reduce the Company's requested $22.7 million RRM increase to $16.6 million. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.

Reasons Justifying Approval of the Negotiated Resolution:

Consultants working on behalf of ACSC Cities have investigated the support for the Company's requested rate increase. While the evidence does not support the $22.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of some lesser amount. The agreement on $16.6 million is a compromise between the positions of the parties.

The alternative to a resolution of the RRM filing would be a GRIP filing by the Company, based upon the Railroad Commission's decision in the 2012 rate case. A GRIP filing would entitle the Company to receive more than $28 million in additional revenues, with ACSC being precluded from reviewing the reasonableness of the GRIP filing. The ACSC Executive Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

No Changes to Residential Customer Charges:

For the first annual filing under the revised RRM tariff, the Company agreed to forgo any change to the residential customer charge. Therefore, for the 2013 RRM, the result of the filing will not increase the residential customer charge, and the entirety of the increase to the residential class will be applied to the commodity (natural gas consumption) component of rates.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the Ordinance.

2. This section adopts the attached tariffs ("Attachment A") in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs being revised are attached to the Ordinance. Existing tariffs not being changed in any way are not attached to the Ordinance.

3. This section requires the Company to reimburse ACSC for reasonable ratemaking costs associated with reviewing and processing the RRM application.

4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

5. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

6. This section provides for an effective date upon passage.

7. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

8. This section is a "most favored nations" clause. It provides that if the Company settles with other parties on better terms than agreed to with the ACSC Cities, the ACSC Cities (including the City) will automatically receive the benefit of those better terms.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

ORDINANCE NO. 5800

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL; PROVIDING A MOST FAVORED NATIONS CLAUSE; 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 of Sherman, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by $22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by $16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

SECTION 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

SECTION 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 5. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 6. That this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.

SECTION 7. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 8. That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.

SECTION 9. That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

INTRODUCED on this __________ day of ________________________, 2013.

ADOPTED on this ______________ day of ________________________, 2013.

EFFECTIVE DATE on this ______ day of ________________________, 2013.

CITY OF SHERMAN, TEXAS

BY: ____________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ____________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ____________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

Attachment A

Atmos Mid-Tex Tariffs
Effective November 1, 2013

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	**Amount**
Customer Charge per Bill	$ 17.70 per month
Rider CEE Surcharge	$ 0.02 per month[1]
Total Customer Charge	$ 17.72 per month
Commodity Charge – All Ccf	$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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1 Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	**Amount**
Customer Charge per Bill	$ 35.75 per month
Rider CEE Surcharge	$ 0.10 per month[1]
Total Customer Charge	$ 35.85 per month
Commodity Charge – All Ccf	$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

1 Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2565 per MMBtu
Next 3,500 MMBtu	$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2565 per MMBtu
Next 3,500 MMBtu	$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \quad \frac{(HSF_i \times (NDD\text{-}ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = \quad WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS**	
EFFECTIVE DATE:	**Bills Rendered on or after 11/01/2013**	

Base Use/Heat Use Factors

	Residential		Commercial	
	Base use	Heat use	Base use	Heat use
Weather Station	Ccf	Ccf/HDD	Ccf	Ccf/HDD
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 2.**

Meeting Date: 10/07/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5800

List of Agenda Items:

C.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5800
Approving a Negotiated Resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2013 Annual Rate Review Mechanism Filing in All Cities Exercising Original Jurisdiction; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement and Finding the Rates to be Set by the Attached Tariffs to be Just and Reasonable; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the Steering Committee's Legal Counsel

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 3.**

Meeting Date: 10/07/2013

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

TABLED AT THE SEPTEMBER 16, 2013 CITY COUNCIL MEETING:

ADOPTION OF ORDINANCE NO. 5799

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Church in an R-1 (One Family Residential) District at 1908 South Dewey Avenue, being 5.885 acres in the G.B. Pilant Survey, Abstract No. 963 (Promise Land Church of Sherman, Owners and Pogue Engineering & Development Company, Inc., Engineers/Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Issue:

This ordinance was tabled following the public hearing portion of the September 16, 2013 City Council meeting. A motion and order are required to remove the ordinance from the table and permit its consideration.

To consider the request of Promise Land Church of Sherman (Owners) and Pogue Engineering & Development Company, Inc. (Engineers/Surveyors) concerning the property located at 1908 South Dewey Avenue, being 5.885 acres in the G.B. Pilant Survey, Abstract No. 963, to allow a church in an R-1 (One Family Residential) District

Background:

The property is located at 1908 South Dewey Avenue in front of the Sherman Municipal Airport, between Oak Park and FM 697. Promise Land Church of Sherman would like to construct a 5,927 square foot church. The exterior will be brick with stone veneer; and 23 parking spaces will be provided.

Origination:

Promise Land Church of Sherman (Owners)
Pogue Engineering & Development Company, Inc. (Engineers/Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the August 20, 2013 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.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5799

Location Map

Zoning Map

Photo

Site Plan

Elevations

P&Z Communication

Staff Review Letter

ORDINANCE NO. 5799

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHURCH IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1908 SOUTH DEWEY AVENUE, BEING 5.885 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (PROMISE LAND CHURCH OF SHERMAN, OWNERS AND POGUE ENGINEERING & DEVELOPMENT COMPANY, INC., ENGINEERS/SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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, Promise Land Church of Sherman (Owners) and Pogue Engineering & Development Company, Inc. (Engineers/Surveyors) are granted a Specific Use Permit to allow a church in an R-1 (One Family Residential) District at 1908 South Dewey Avenue, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

DESCRIPTION, of a 5.8850 acre tract of land situated in the G.B. Pilant Survey, Abstract No. 963, Grayson County, Texas; said tract being all of that certain tract of land described in Warranty Deed to Promise Land Church of Sherman recorded in Volume 5155, Page 858 of the Deed Records of Grayson County, Texas; said 5.8850 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found in the westerly right-of-way line of State Highway No. 11 (Dewey Avenue); said point being the most northerly northeast corner of said Promise Land Church of Sherman tract and also being the southeast corner of that certain tract of land described in Warranty Deed to Lucio E. Delgado recorded in Volume 4921, Page 822 of the said Deed Records;

THENCE, along the said westerly line of State Highway No. 11 and the easterly line of said Promise Land Church of Sherman tract, the following two (2) calls:

> South 16 degrees, 46 minutes, 22 seconds East, a distance of 270.62 feet to a 1/2-inch iron rod with "Pogue Eng & Dev" cap set at an angle point;

> South 16 degrees, 00 minutes, 00 seconds East, a distance of 420.52 feet to a 1/2-inch iron rod with "Pogue Eng & Dev" cap set for an ell corner;

THENCE, North 74 degrees, 00 minutes, 00 seconds East, departing the said westerly line of State Highway No. 11 and continuing the said easterly line of Promise Land Church of Sherman, a distance of 30.25 feet to a “PK” nail set for corner for corner in the centerline of said State Highway No. 11;

THENCE, South 16 degrees, 00 minutes, 00 seconds East, continuing the said easterly line of Promise Land Church of Sherman and the centerline of said State Highway No. 11, a distance of 288.53 feet to a “PK” nail set for corner; said point also being the northeast corner of that certain tract of land described in Special Warranty Deed to Leonard Lippert recorded in Volume 4574, Page 924 of the said Deed Records;

THENCE, South 74 degrees, 00 minutes, 00 seconds West, departing the centerline of said State Highway No. 11 and the said easterly line of Promise Land Church of Sherman and along the common line between said Promise Land Church of Sherman tract and said Leonard Lippert tract, a distance of 280.33 feet to a 1/2-inch iron rod found for corner in the east line of the Sherman Municipal Airport; said point also being the northwest corner of said Leonard Lippert tract;

THENCE, North 16 degrees, 22 minutes, 24 seconds West, departing the said common line between Promise Land Church of Sherman tract and Leonard Lippert tract and along the common line between said Promise Land Church of Sherman tract and said Sherman Municipal Airport tract, a distance of 979.67 feet to a 1/2-inch iron rod found for corner; said point also being the southwest corner of said Lucio E. Delgado tract;

THENCE, North 74 degrees, 00 minutes, 00 seconds East, departing the said common line between Promise Land Church of Sherman tract and Sherman Municipal Airport tract and along the common line between said Promise Land Church of Sherman tract and said Lucio E. Delgado tract, a distance of 252.81 feet to the **POINT OF BEGINNING;**

CONTAINING, 256,352 square feet or **5.8850 acres of land, more or less.**

<u>SECTION 2</u>. That this specific use permit is granted on the following conditions:

<u>Zoning</u>

1. All aspects of the R-1 (One Family Residential) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The building height shall not exceed thirty-five feet (35’).
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking requirements are: (1) one space per (7) seven seats; parking is permitted on paved surfaces only (concrete or asphalt), a parking space is considered to be 9’x20’.
5. All parking shall be on private property and shall not encroach into South Dewey Avenue right-of-way.
6. Screening is required abutting residentially zoned property.
7. All Federal Aviation Administration (FAA) rules and regulations and the Sherman Municipal Airport Hazard Zoning Ordinance are to be followed.
8. 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.

<u>Engineering:</u>

9. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department.
10. As State Highway No. 11 expands in the future, the driveway may be limited to right-in and right-out.
11. Detention in accordance with City criteria is required.
12. An Operation and Maintenance Manual and Landscaping Plan for the detention pond shall be provided to the Engineering Department.
13. A utility, drainage and grading plan shall be provided and approved by the City of Sherman Engineering Department.
14. If the parcel is divided in the future, platting will be required.
15. Extension to the sanitary sewer main is required or Grayson County septic requirements are to be met.
16. Water Pro-Rata in the amount of $1,500.00 is to be paid.

<u>Airport Services:</u>

17. Form 7460-1 shall be submitted by the property owner and approved by the FAA prior to receiving a building permit.
18. The property is adjacent to the Municipal Airport. Normal airport operations, including landing and takeoff of aircraft will not be restricted due to noise incompatibility.

<u>SECTION 3</u>. 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.

<u>SECTION 4</u>. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.00.

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

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

INTRODUCED on this the _____________ day of _________________, 2013.

ADOPTED on this the ________________ day of _________________, 2013.

EFFECTIVE DATE on this the _________ day of _________________, 2013.

CITY OF SHERMAN, TEXAS

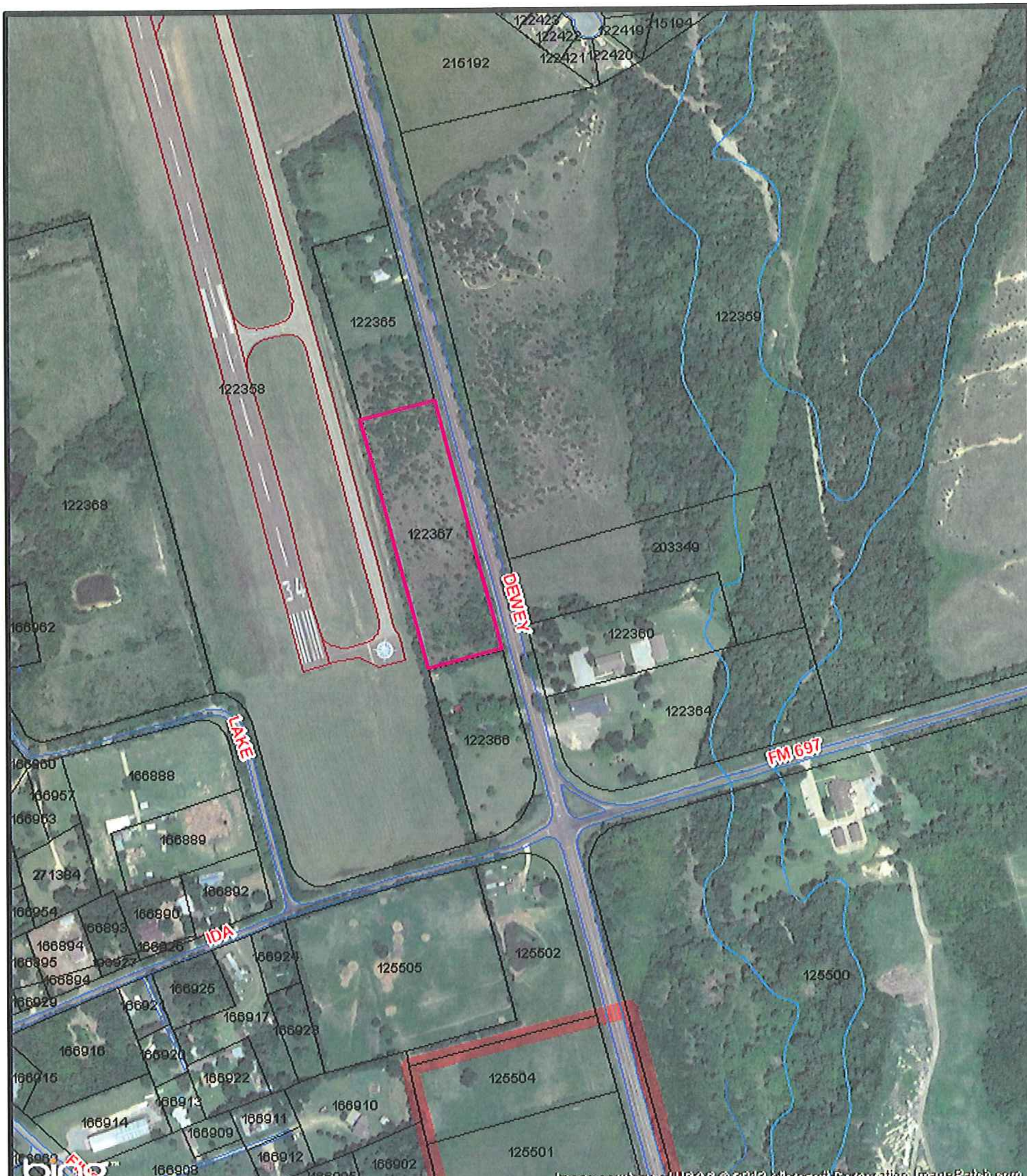
BY: ____________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

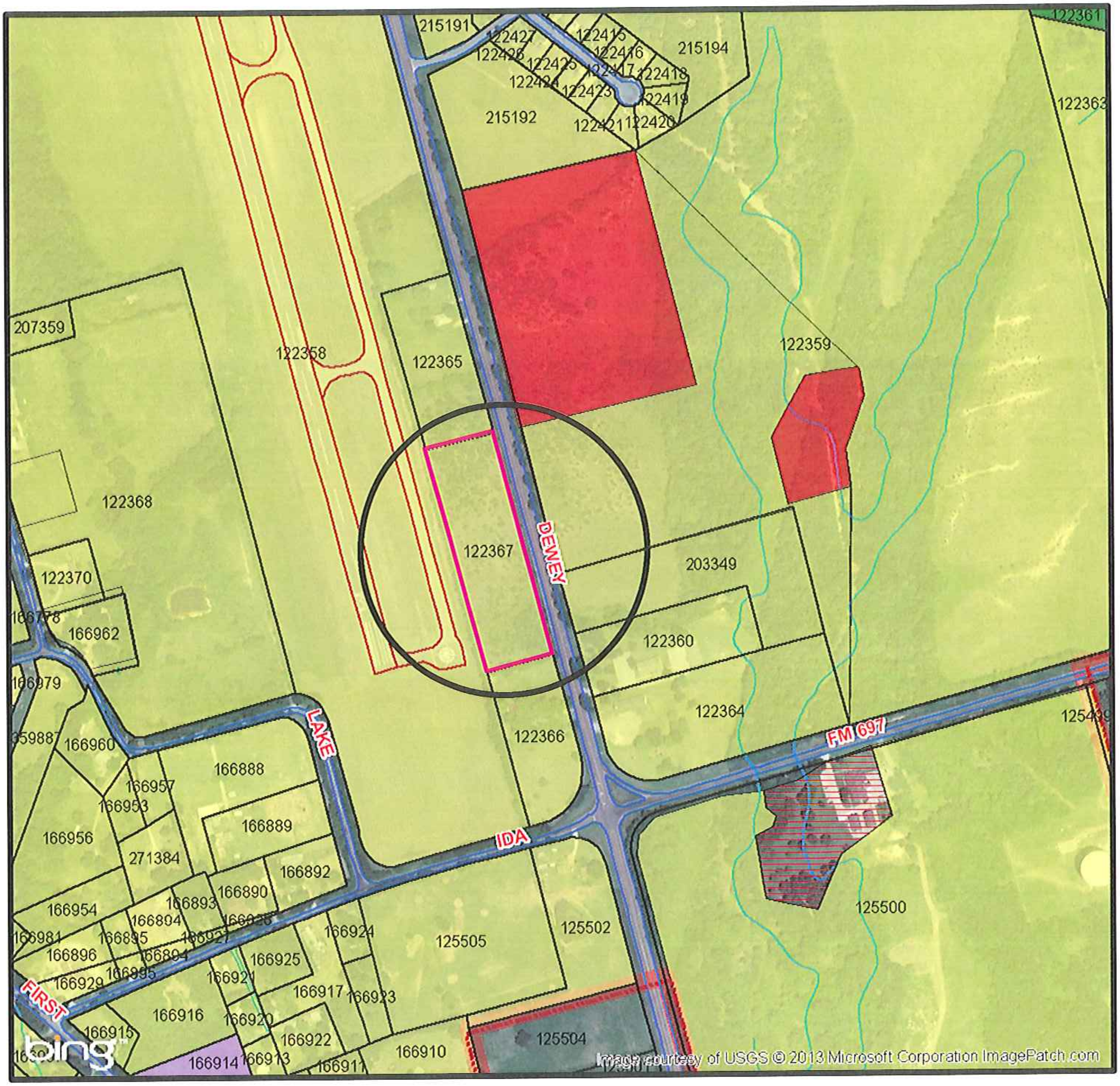


1908 S. Dewey Avenue

1 inch = 392 feet

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



Zoning - 1908 S. Dewey Avenue

Legend

C L SHERMAN CITY LIMITS	C-1 Retail Business District
O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT	C-2 General Commercial District
O 1.1 FM 1417 OVERLAY DISTRICT	M-1 Light Manufacturing District
O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT	R-A Single Family Agricultural District
C B D DOWNTOWN BUSINESS DISTRICT	SF-1 Single Family Residential District
C P O COLLEGE PARK OVERLAY DISTRICT	M-1.5 Medium Manufacturing District
A & C ARTS & CULTURAL OVERLAY DISTRICT	M-2 Heavy Manufacturing District
CO Office District	MH Manufacturing Housing Distgrict
R-1 One Family Residential District	Blalock Commercial Distrist
R-2 Multi-Family Residential District	BIP Blalock Industrial Park

City of Sherman, Texas
Developmental Services Department

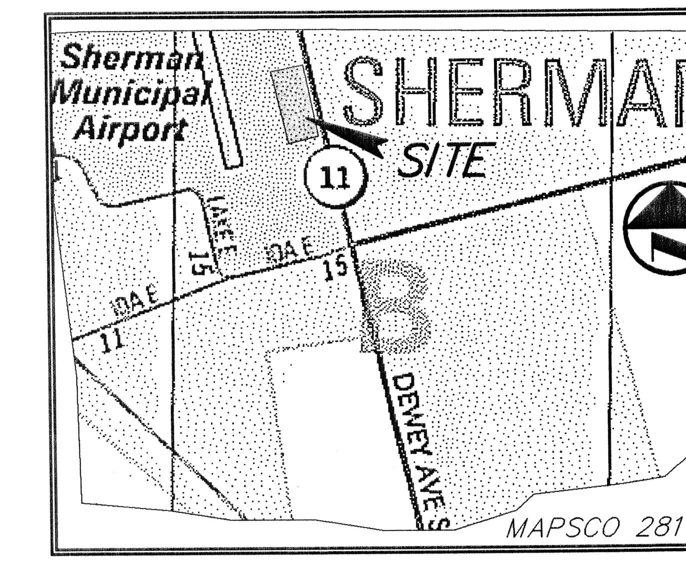
Sherman
CLASSIC TOWN. BROAD HORIZON.

N

1 inch = 470 feet

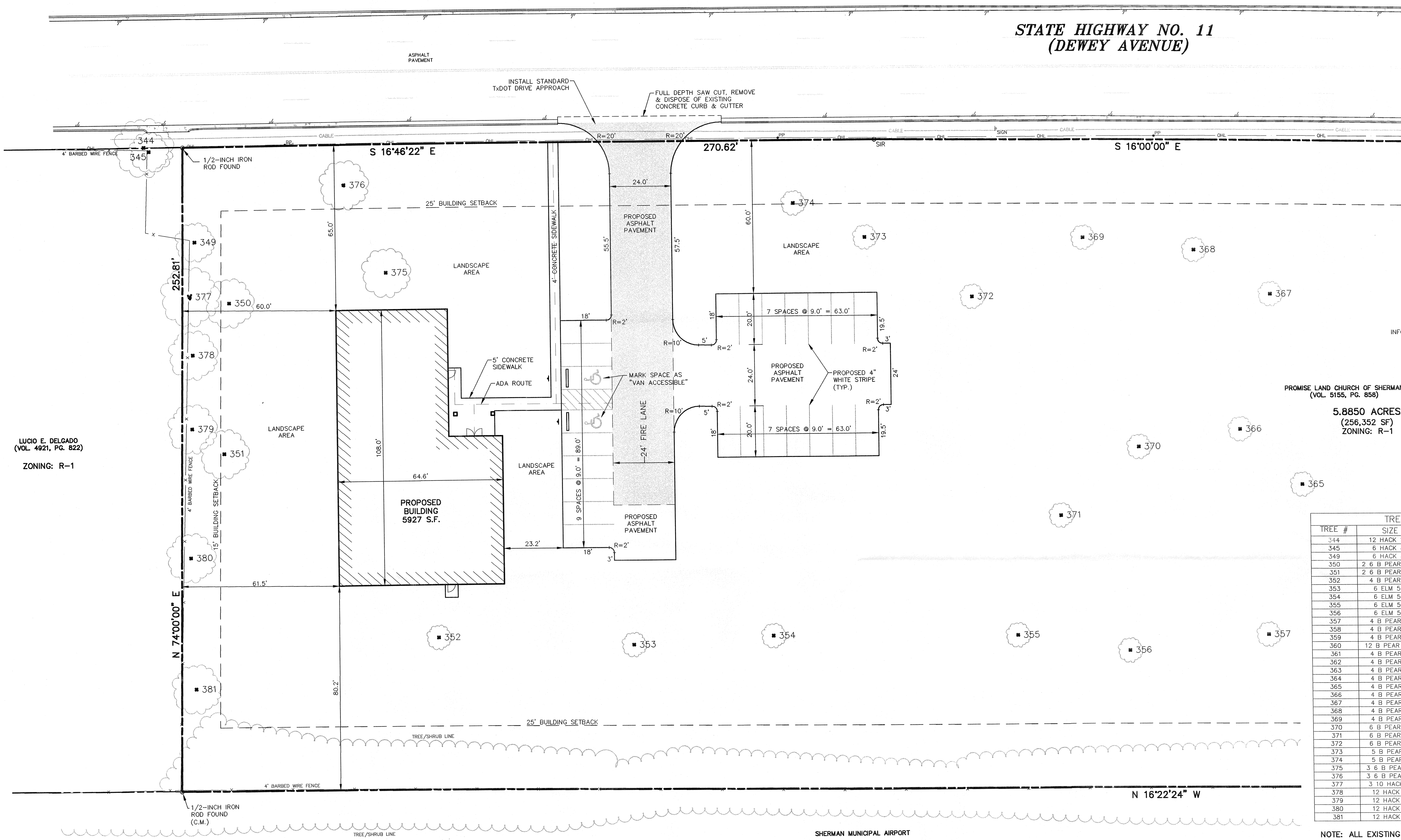
1908 S. Dewey


ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7229



VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE IN FEET
SCALE: 1" = 20'



LEGEND

- BOLLARD
- ELECTRIC METER
- POWER POLE
- LIGHT STANDARD
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- CLEAN OUT
- MANHOLE
- GAS METER
- TRAFFIC SIGNAL CONTROL
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGN
- TELEPHONE BOX
- TV BOX
- FLAG POLE
- L.A. LANDSCAPE AREA
- PROPERTY LINE
- O.H. POWER LINES
- U/G TELEPHONE LINES
- U/G WATER LINE
- U/G GAS LINE
- FENCE
- (C.M.) CONTROLLING MONUMENT
- SIR 5/8-INCH IRON ROD WITH "POGUE ENG & DEV" CAP SET
- FIRE LANE PAVEMENT

TREE TABLE		
TREE #	SIZE	TREE SPECIES
344	12 HACK 12S	12 HACK 12S
345	6 HACK 8S	6 HACK 8S
349	6 HACK 8S	6 HACK 8S
350	2 6 B PEAR 10 S	2 6 B PEAR 10 S
351	2 6 B PEAR 10 S	2 6 B PEAR 10 S
352	4 B PEAR 5S	4 B PEAR 5S
353	6 ELM 5 S	6 ELM 5 S
354	6 ELM 5 S	6 ELM 5 S
355	6 ELM 5 S	6 ELM 5 S
356	6 ELM 5 S	6 ELM 5 S
357	4 B PEAR 5S	4 B PEAR 5S
358	4 B PEAR 5S	4 B PEAR 5S
359	4 B PEAR 5S	4 B PEAR 5S
360	12 B PEAR 10 S	12 B PEAR 10 S
361	4 B PEAR 5S	4 B PEAR 5S
362	4 B PEAR 5S	4 B PEAR 5S
363	4 B PEAR 5S	4 B PEAR 5S
364	4 B PEAR 5S	4 B PEAR 5S
365	4 B PEAR 5S	4 B PEAR 5S
366	4 B PEAR 5S	4 B PEAR 5S
367	4 B PEAR 5S	4 B PEAR 5S
368	4 B PEAR 5S	4 B PEAR 5S
369	4 B PEAR 5S	4 B PEAR 5S
370	6 B PEAR 5 S	6 B PEAR 5 S
371	6 B PEAR 5 S	6 B PEAR 5 S
372	6 B PEAR 5 S	6 B PEAR 5 S
373	5 B PEAR 5S	5 B PEAR 5S
374	5 B PEAR 5S	5 B PEAR 5S
375	3 6 B PEAR 10S	3 6 B PEAR 10S
376	3 6 B PEAR 10S	3 6 B PEAR 10S
377	3 10 HACK 12S	3 10 HACK 12S
378	12 HACK 10S	12 HACK 10S
379	12 HACK 10S	12 HACK 10S
380	12 HACK 10S	12 HACK 10S
381	12 HACK 10S	12 HACK 10S

NOTE: ALL EXISTING TREES ARE TO REMAIN

SITE DATA SUMMARY TABLE

ITEM	
ZONING	R-1
PROPOSED USE	CHURCH
LOT AREA (SF/ACRES)	256,352 / 5.8850
BUILDING (SF)	5,927
PARKING RATIO	1 SPACE PER 7 SEATS
PARKING REQUIRED	21 SPACES
PARKING PROVIDED	23 SPACES
HANDICAPPED PARKING REQUIRED	2 SPACES
HANDICAPPED PARKING PROVIDED	2 SPACES
TOTAL PARKING PROVIDED	23 SPACES
LOT COVERAGE (%)	2.31%
IMPERVIOUS AREA	17,942 SF
LANDSCAPE AREA	54,455 SF

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO.
CALL BEFORE YOU DIG:
TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
TEXAS ONE CALL SYSTEMS
1-800-245-4545
LONE STAR NOTIFICATION CENTER
1-800-669-8344 EXT. 5
BEFORE YOU DIG...

BENCH MARK LIST:
BENCHMARK #1
SQUARE CUT IN CENTERLINE OF A CURB INLET LOCATED IN THE WEST LINE OF S.H. HIGHWAY 11 100'± NORTH OF SOUTH LINE OF SITE.
ELEVATION = 703.45

ADA ROUTE
NOTE:
MAXIMUM SLOPE FOR ALL ADA PATHS 5%, MAX. CROSS FALL IS 2% FOR THE FIRST FIVE FOOT FROM THE DOOR A 2% SLOPE (MAX.) MUST BE MAINTAINED

NO.	DATE	REVISION / DESCRIPTION	
DESIGN	DRAWN	DATE	PI NUMBER
AWS	MLM	07-30-2013	1556-13-031

OWNER
PROMISELAND CHURCH OF SHERMAN
1835 FM 697
SHERMAN, TEXAS 75092
PASTOR LARRY FLENNIKEN

PROJECT INFORMATION
PROMISELAND CHURCH OF SHERMAN
5.8850 ACRE TRACT
CITY OF SHERMAN, TEXAS
G.B. PILANT SURVEY, ABSTRACT NO. 963
PROPOSED USE: CHURCH
ZONING: R-1

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ARLYN W. SAMUELSON, P.E. 95877 ON 07-30-2013. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR:
CONSTRUCTION OR
BIDDING PURPOSES.
Engineer: ARLYN W. SAMUELSON, P.E.
P.E. No.: 95877
Date: 07-30-2013

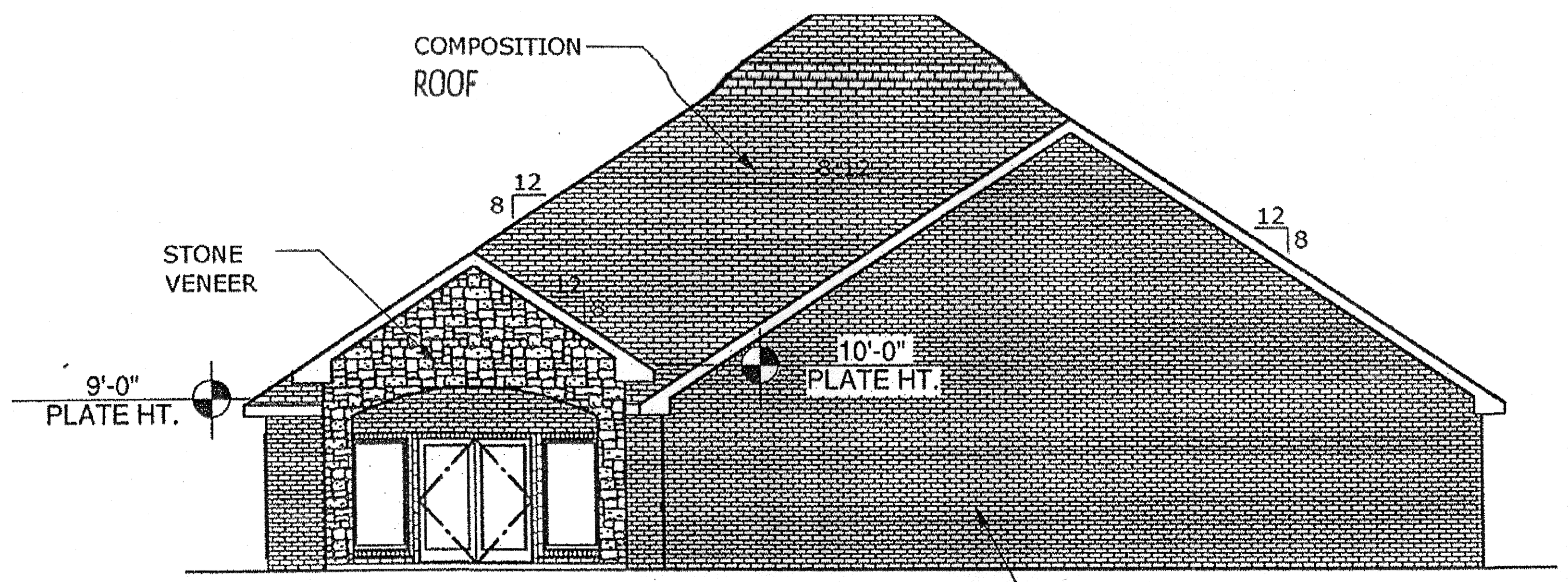
POGUE ENGINEERING & DEVELOPMENT COMPANY, INC.
1512 BRAY CENTRAL DRIVE
SUITE 100
McKINNEY, TEXAS 75069
(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com
TX BOARD PROF. ENGINEERS, CERT. #F-000481; TX BOARD PROF. LAND SURVEYING, CERT. 100421-00

SITE PLAN
PROMISELAND CHURCH OF SHERMAN
5.8850 ACRE TRACT
G.B. PILANT SURVEY, ABSTRACT NO. 963
CITY OF SHERMAN, TEXAS

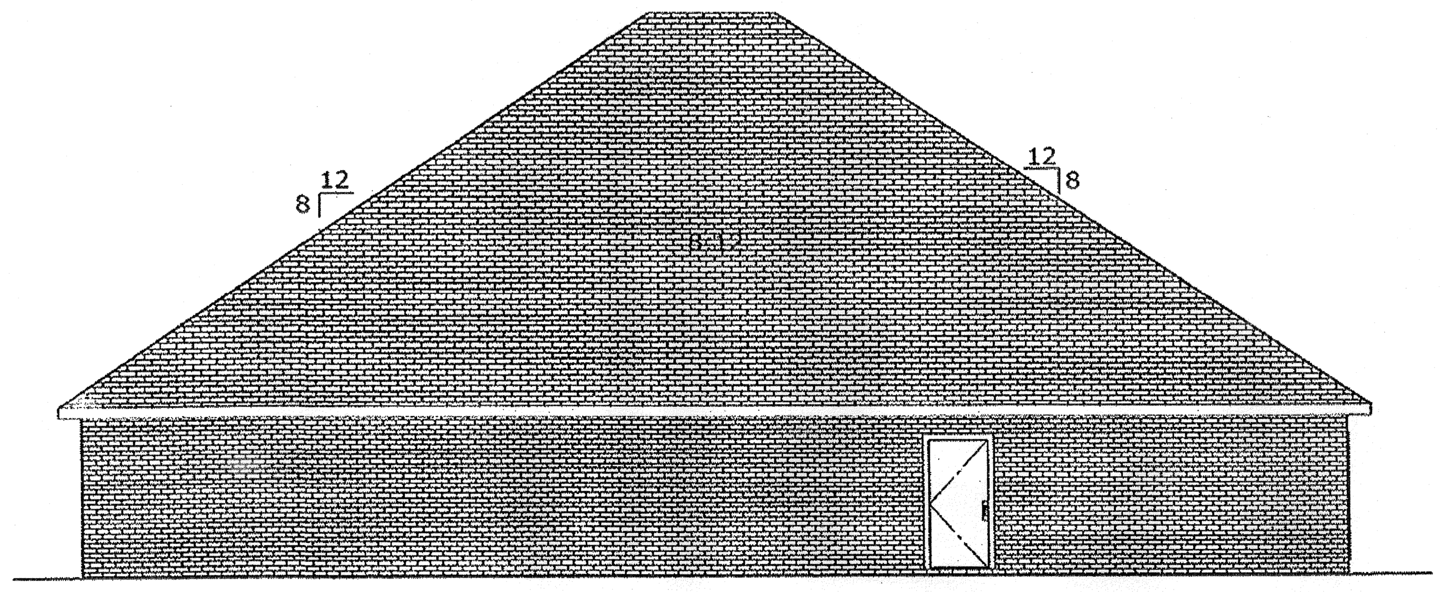
SHEET NO. SP.01

DWG NO: 1556-13-031 DIMENSIONAL CONTROL PLAN.DWG

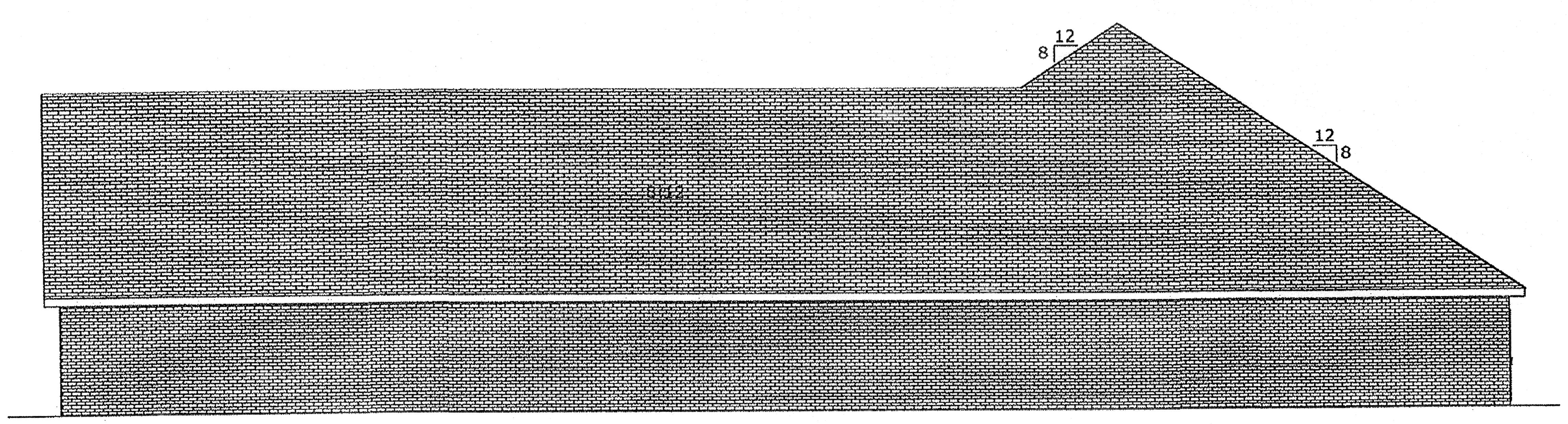
PROMISELAND CHURCH OF SHERMAN



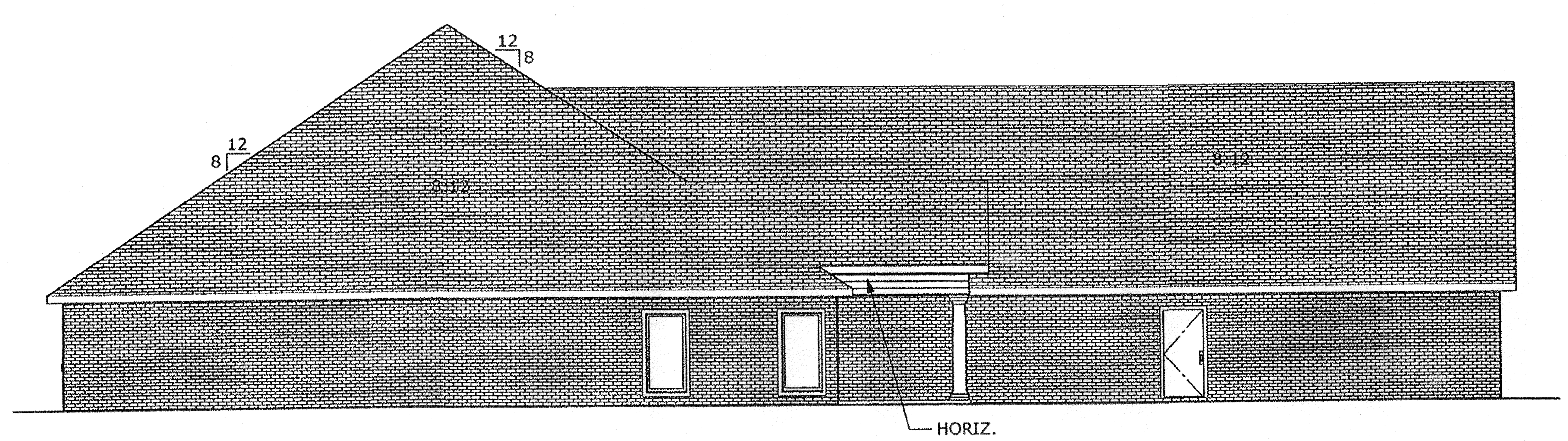
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



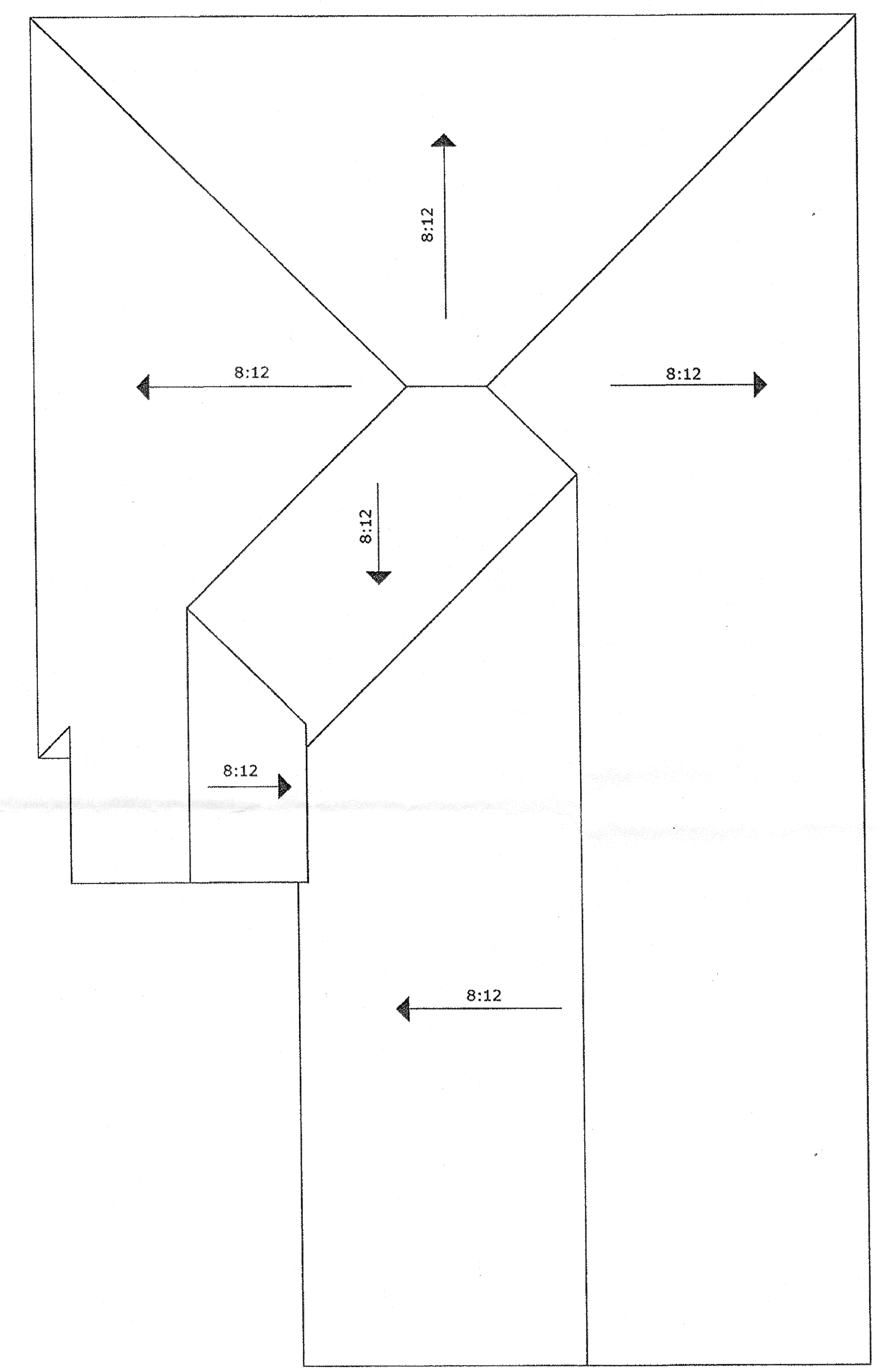
REAR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:

PROJECT DESCRIPTION:
A New Church Facility for
PROMISELAND CHURCH OF SHERMAN
Sherman, Texas

DRAWINGS PROVIDED BY:
NBS Drafting & Design
303 W. Houston
Sherman, Texas 75090
903.892.5620

DATE:
7/29/2013

SCALE:

SHEET:
A-2

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 08/20/2013

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

Requested Action/Proposed Use:

1908 S. DEWEY

The request of Promise Land Church of Sherman (Owners) and Pogue Engineering & Development Company, Inc. (Engineers/Surveyors) concerning the property located at 1908 South Dewey Avenue, being 5.885 acres in the G.B. Pilant Survey, Abstract No. 963, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a church in an R-1 (One Family Residential) District.

Background:

The property is located at 1908 South Dewey Avenue in front of the Sherman Municipal Airport between Oak Park and FM 697. Promise Land Church of Sherman would like to construct a 5,927 square foot church, the exterior will be brick with stone veneer and 23 parking spaces will be provided.

Adjacent Zoning:

R-1 (One Family Residential) District and C-1 (Retail Business) District

Origination:

Promise Land Church of Sherman (Owners) and Pogue Engineering & Development Company, Inc. (Engineers/Surveyors)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

5

Objections Received:

0

Attachments

Location Map
Zoning Map
Photo
Site Plan
Elevations
Staff Review Letter

SHERMAN

STAFF REVIEW LETTER

August 15, 2013

Promise Land Church of Sherman
Larry Flenniken
1835 FM 697
Sherman, TX 75090

Pogue Engineering & Development Co., Inc.
Arlyn Samuelson
1512 Bray Central Dr., Suite 100
McKinney, TX 75069

Dear Applicants:

The request for a Specific Use Permit and site plan approval to allow a church in an R-1 (One Family Residential) District at 1908 South Dewey Avenue is scheduled to be heard by the Planning and Zoning Board on August 20, 2013 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

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, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The building height shall not exceed thirty-five feet (35').
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking requirements are: (1) one space per (7) seven seats; parking is permitted on paved surfaces only (concrete or asphalt), a parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach into South Dewey Avenue right-of-way.
6. Screening is required abutting residentially zoned property.
7. All Federal Aviation Administration (FAA) rules and regulations and the Sherman Municipal Airport Hazard Zoning Ordinance are to be followed.
8. 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:

9. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department.
10. As State Highway No. 11 expands in the future, the driveway may be limited to right-in and right-out.
11. Detention in accordance with City criteria is required.
12. An Operation and Maintenance Manual and Landscaping Plan for the detention pond shall be provided to the Engineering Department.
13. A utility, drainage and grading plan shall be provided and approved by the City of Sherman Engineering Department.
14. If the parcel is divided in the future, platting will be required.
15. Extension to the sanitary sewer main is required or Grayson County septic requirements are to be met.
16. Water Pro-Rata in the amount of $1,500.00 is to be paid.

Airport Services:

17. Form 7460-1 shall be submitted by the property owner and approved by the FAA prior to receiving a building permit.
18. The property is adjacent to the Municipal Airport. Normal airport operations, including landing and takeoff of aircraft will not be restricted due to noise incompatibility.

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

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

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

Respectfully,

Scott Shadden

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

cc:
George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer
Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No.** C. 4.

Meeting Date: 10/07/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

D.2. **** RESOLUTION NO. 5810***
Authorizing the Acceptance of Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Grant Program (SHSP), Federal Grant Award Number EMW-2013-SS-00045 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security; Authorizing the Purchase of Equipment Related to Regional Response

D.3. **** RESOLUTION NO. 5811***
Authorizing the Purchase of a 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis to Remount and Refurbish a 2006 Frazer Ambulance for the Sherman Fire Department through the Houston-Galveston Area Council of Governments (H-GAC)

D.4. **** RESOLUTION NO. 5812***
Authorizing the Purchase of a 2014 Skeeter/F550 Ford Brush Truck for the Sherman Fire Department from Siddons-Martin Emergency Group through the Houston-Galveston Area Council of Governments (H-GAC)

D.5. **** RESOLUTION NO. 5813***
Authorizing the Purchase of a 2014 International 4300 Chassis for Lightning Loader (Brush Truck) for the Solid Waste Services Department from Southwest International Trucks-Arlington through the Texas Local Government Purchasing Cooperative (BuyBoard)

E.1. **** OTHER BUSINESS***
Replat of Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza, containing 2.856 acres; ET Joint Venture, Owners; and Underwood Drafting and Surveying, Surveyors (1600 Block of U.S. Highway 75 North)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 1.**

Meeting Date: 10/07/2013

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5809

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

Issue:

To distribute a portion of the Hotel-Motel Occupancy Tax funds received by the City of Sherman to The Sherman Museum (Museum)

Background:

At the 2013-2014 Budget Workshop, the City Council allocated $70,000.00 of the Hotel-Motel Occupancy Tax Fund dollars to be used to promote tourism through the Museum.

Origination:

Mayor and City Council

Financial Consideration:

The Council approved funding for the Museum of $70,000.00 for the fiscal year 2013-2014 budget, with funding provided from the Hotel-Motel Occupancy Tax Fund revenues.

Staff Recommendation:

The staff recommends granting the City Manager authority to execute a contract with the Museum in the funding amount established by the Council.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 5809

Contract

RESOLUTION NO. 5809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes the City to collect and levy an occupancy tax on hotels and motels; and

WHEREAS, said Chapter specifies the purposes for which such tax receipts may be utilized; and

WHEREAS, such stated purposes include the promotion of tourism, the advertisement of the City and its vicinity, and the promotion and improvement of the arts and humanities within the community;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute a contract with The Sherman Museum, with Exhibit "A" attached, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: ____________________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

CONTRACT BETWEEN
CITY OF SHERMAN AND THE SHERMAN MUSEUM

THIS CONTRACT is made and entered by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas (hereinafter called "CITY"), and **THE SHERMAN MUSEUM**, a non-profit corporation of the State of Texas (hereinafter called "MUSEUM"), for the limited purpose of providing funds to the MUSEUM for a twelve (12) month period.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a city to levy and collect an occupancy tax on hotels and motels; and

WHEREAS, CITY levies and collects a tax equal to seven percent (7%) of the consideration paid by occupants of hotels and motels; and

WHEREAS, CITY desires to promote tourism, advertise the city and its vicinity, and promote and improve the arts within the community by participating and assisting in the operation of the Museum; and

WHEREAS, MUSEUM shall consist of the property located at 301 South Walnut Street in the City of Sherman, Grayson County, Texas;

NOW, THEREFORE, in consideration of the mutual covenants and the payments herein, the CITY and MUSEUM agree as follows:

I.

During the period of October 1, 2013, through September 30, 2014, the CITY agrees to pay to MUSEUM Seventy Thousand Dollars and No Cents ($70,000.00) collected under the Hotel/Motel Occupancy Tax of the CITY; and MUSEUM agrees that all funds are to be used entirely for the operation and maintenance of the MUSEUM. The Seventy Thousand Dollars and No Cents ($70,000.00) paid to the MUSEUM for the time period of October 1, 2013, through September 30, 2014, represents the entire amount budgeted for this purpose by the CITY for the fiscal year of 2013-2014. The Seventy Thousand Dollars and No Cents ($70,000.00) shall be paid in four (4) installments on the final execution of this Contract: October 15, 2013 and January 15, April 15, and June 15, 2014. Payments will be based on actual operation and maintenance expenditures and made strictly on a reimbursement basis. Reimbursement will be based on copies of actual invoices or other proof of payment as requested by the CITY. At that time, the MUSEUM shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

Operations of the MUSEUM are to include the administration of all personnel associated with the MUSEUM, the management of all fund-raising activities in connection with the MUSEUM, the selection, preparation, and display of exhibits of artifacts, the interface with members of the general public concerning all matters related to the MUSEUM, and any other duties that could reasonably be construed as the operation of the MUSEUM.

II.

MUSEUM agrees that any money received under this Contract will only be used for purposes specified in Chapter 351 of the Texas Tax Code and MUSEUM will not use any money received in this Contract in any manner that does not strictly comply with the requirements, intent, and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.101(a)(1)-(7), as amended, and such statutorily authorized administrative expenses, together with the Texas Attorney General opinions interpreting Section 351.101 of the Texas Tax Code. A copy of Section 351.101 of the Texas Tax Code is attached as Exhibit "A" and incorporated into this Contract for all purposes. Specifically, MUSEUM agrees to use such hotel tax revenues solely for the purposes of promoting tourism and the convention and hotel industry and will use the revenues solely for the permissible uses listed in Section 351.101(a) of the Texas Tax Code.

III.

MUSEUM represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2013-2014. The MUSEUM shall furnish CITY quarterly financial reports which show all actual expenditures whether those expenditures are budgeted or not from records maintained pursuant to Section 351.108(a) of the Texas Tax Code. The report shall compare actual expenditures to budgeted expenditures and to actual expenditures from the prior year. The report shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

The MUSEUM shall also provide a quarterly report of activities promoting tourism and the convention and hotel industry to CITY. Each quarterly financial report and each quarterly report of activities shall be presented to the office of the City Manager no later than the end of the month immediately following each calendar quarter. Further, the MUSEUM shall provide to CITY a copy of Form 990 submitted to the Internal Revenue Service.

IV.

It is understood and agreed that this Contract is intended for the purpose of providing an agency for the administration of funds collected by the CITY under the provisions of the Hotel-Motel Occupancy Tax Ordinance of said CITY, and that CITY retains its legislative prerogative to alter, repeal, or otherwise amend such ordinance at any time.

V.

MUSEUM agrees and covenants that, in the event of a breach by MUSEUM of any of the covenants contained herein as determined by CITY in its sole discretion, CITY may, at its option, declare this Contract immediately forfeited and terminated as to the balance of the terms thereof.

VI.

The parties agree that the term of this Contract is for October 1, 2013 through September 30, 2014.

VII.

Notwithstanding the above, CITY and MUSEUM retain the right to cancel this Contract at any time, with or without cause and without liability or expense, by the giving of twenty (20) days notice of such intention to cancel. Notice to cancel by CITY shall be in writing, signed by the City Manager with prior City Council approval. Notice to cancel by MUSEUM shall be in writing, signed by the MUSEUM President with prior MUSEUM Board of Directors approval. CITY and MUSEUM shall consider renewal of this Contract in subsequent years. MUSEUM agrees to provide a plan of work in conjunction with any request to renew this Contract.

VIII.

This is a negotiated Contract. If any part of this Contract is in dispute, the parties stipulate that the Contract shall not be construed more favorably for either party.

This Contract may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of CITY and by MUSEUM. Every obligation arising from this Contract shall be performable in Grayson County, Texas. Venue for any legal disputes arising from this Contract shall be Grayson County, Texas and governed by the laws of the State of Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of **THE SHERMAN MUSEUM** and on behalf of the **CITY OF SHERMAN** by its City Manager and attested by its City Clerk, effective on the 1st day of October, 2013.

CITY OF SHERMAN, TEXAS

BY: ______________________________
GEORGE OLSON,
CITY MANAGER
DATE:____________________

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

THE SHERMAN MUSEUM, A NON-PROFIT CORPORATION

BY: Bea Harmon
BEA HARMON,
PRESIDENT OF THE BOARD OF TRUSTEES
DATE: 10-1-2013

(CORPORATE SEAL)

Vernon's Texas Statutes and Codes Annotated
Tax Code (Refs & Annos)
Title 3. Local Taxation (Refs & Annos)
Subtitle D. Local Hotel Occupancy Taxes
Chapter 351. Municipal Hotel Occupancy Taxes (Refs & Annos)
Subchapter B. Use and Allocation of Revenue

V.T.C.A., Tax Code § 351.101

§ 351.101. Use of Tax Revenue

Effective: September 1, 2013

Currentness

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;

(iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;

(iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;

(v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;

(vi) is located in a county that:

(a) is adjacent to the Texas-Mexico border;

(b) has a population of at least 500,000; and

(c) does not have a municipality with a population greater than 500,000;

(vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less; or

<Text of subsec. (a)(7)(B)(viii), as added by Acts 2013, 83rd Leg., ch. 541 (S.B. 551), § 1>

(viii) has a population of at least 7,500 and is located in a county that borders the Pecos River and that has a population of not more than 15,000; and

<Text of subsec. (a)(7)(B)(viii), as added by Acts 2013, 83rd Leg., ch. 546 (S.B. 585), § 1>

(viii) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located; and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;

(8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;

(9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;

(10) the construction of a recreational venue in the immediate vicinity of area hotels, if:

(A) the municipality:

(i) is a general-law municipality;

(ii) has a population of not more than 900; and

(iii) does not impose an ad valorem tax;

(B) not more than $100,000 of municipal hotel occupancy tax revenue is used for the construction of the recreational venue;

(C) a majority of the hotels in the municipality request the municipality to construct the recreational venue;

(D) the recreational venue will be used primarily by hotel guests; and

(E) the municipality will pay for maintenance of the recreational venue from the municipality's general fund;

(11) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:

(A) has a population of at least 90,000 but less than 120,000; and

(B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and

(12) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by Section 334.001(4), Local Government Code, that is related to the promotion of tourism.

(b) Revenue derived from the tax authorized by this chapter shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a). That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

(c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter.

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(g) Nothing in this section shall prohibit any private entity, person, or organization from making subgrants by contract to any other person, entity, or private organization for expenditures under Section 351.101(a)(4). A subgrantee shall:

(1) at least annually make periodic reports to the governing body of its expenditures from the tax authorized by this chapter; and

(2) make records of these expenditures available for review to the governing body or other person.

Credits

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, § 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, § 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, § 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, § 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, § 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, § 1, eff. June 18, 2003; Acts 2005, 79th Leg., ch. 1247, § 1, eff. June 18, 2005; Acts 2007, 80th Leg., ch. 1144, § 1, eff. June 15, 2007; Acts 2009, 81st Leg., ch. 402, § 1, eff. June 19, 2009; Acts 2009, 81st Leg., ch. 1220, § 3(a), eff. June 19, 2009; Acts 2009, 81st Leg., ch. 1322, § 1, eff. June 19, 2009; Acts 2011, 82nd Leg., ch. 91 (S.B. 1303), § 23.004, eff. Sept. 1, 2011; Acts 2011, 82nd Leg., ch. 247 (H.B. 970), § 1, eff. June 17, 2011; Acts 2011, 82nd Leg., ch. 764 (H.B. 1690), § 1, eff.

June 17, 2011; Acts 2011, 82nd Leg., ch. 1163 (H.B. 2702), § 120, eff. Sept. 1, 2011; Acts 2013, 83rd Leg., ch. 161 (S.B. 1093), § 19.012, eff. Sept. 1, 2013; Acts 2013, 83rd Leg., ch. 541 (S.B. 551), § 1, eff. June 14, 2013; Acts 2013, 83rd Leg., ch. 546 (S.B. 585), § 1, eff. June 14, 2013.

Notes of Decisions (3)

V. T. C. A., Tax Code § 351.101, TX TAX § 351.101
Current through the end of the 2013 Third Called Session of the 83rd Legislature

End of Document

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 2.**

Meeting Date: 10/07/2013

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5810***

Authorizing the Acceptance of Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Grant Program (SHSP), Federal Grant Award Number EMW-2013-SS-00045 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security; Authorizing the Purchase of Equipment Related to Regional Response

Issue:

On September 20, 2013, 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 $35,356.00. The City Council is being asked to authorize both the acceptance of this grant and the use of these funds.

Background:

The City of Sherman has been awarded a grant to carry out Homeland Security projects that will significantly improve local and regional terrorism prevention, preparedness, response and recovery capabilities. This year's grant will be used to purchase tactical medic equipment for the Sherman Fire Department. Any remaining grant funds will be used for public safety equipment and training for fire and police. Eligibility for this and future grants was contingent upon compliance with state and federal guidelines, including compliance with the National Incident Management System (NIMS).

Origination:

J. J. Jones, Fire Chief

Financial Consideration:

The grant award of $35,356.00 represents 100% of the total project cost. Funding relating to these grant expenditures was budgeted in Department 128, Emergency Management. Expenditure of these funds will be in accordance with City purchasing guidelines.

Staff Recommendation:

It is recommended that the City Council approve acceptance of the award and purchase of the related equipment.

Alternatives:

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

Attachments

Resolution No. 5810

Award Letter

2013 Sub-Recipient Award for City of Sherman

RESOLUTION NO. 5810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP), STATE HOMELAND SECURITY GRANT PROGRAM (SHSP), FEDERAL GRANT AWARD NUMBER EMW-2013-SS-00045 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE; 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 2013 Homeland Security Grant Program (HSGP), State Homeland Security Grant Program (SHSP), Federal Grant Award Number EMW-2013-SS-00045 from the Federal Emergency Management Agency (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 ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY,
CITY CLERK

BY: ________________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

TEXAS DEPARTMENT OF PUBLIC SAFETY

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

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
RANDY WATSON

September 20, 2013

Dear Authorized Official:

Attached are FY 2013 Homeland Security Grant Program (HSGP) sub-recipient award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant(s) and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions at the top of the first page of the Terms and Conditions, and return all documents as instructed below to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) no later than November 4, 2013.

The Sub-Recipient Agreement (SRA), which inlcudes the Award, the Terms and Conditions, and attached Exhibits must be filled out, and signed by the person identified in Box 4 on the Sub-Recipient Award. Signature by anyone else will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Sub-Recipient. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award(s) unless the letter indicates otherwise.

Return SRA(s) via Email

The FY 2013 SRA documents should be returned via email to SAA_SRA@dps.texas.gov by the date indicated above. Please title the subject line of your email "HSGP" and name of jurisdiction (i.e. *HSGP Houston_City of*). If you have received multiple awards, please attach each SRA (including a signed award and set of Terms and Conditions) as a separate attachment to the email and use the following naming convention for each file: federal grant title abbreviation (from Box 5 on Award), "SRA" and name of jurisdiction (i.e. *SHSP LETPA SRA Houston_City of; UASI SRA Houston_City of*).

Please retain a copy of each document submitted to the THSSAA for your records. The grant award(s) may be withdrawn if all required documents are not completed and submitted to the THSSAA within the deadline established above.

Timeline for FY 2013 Grant Process

Below is the timeline for the FY 2013 HSGP awards and projects. The Biannual Strategy Implementation Report (BSIR) Plan must be completed in the State's grant management system (State Preparedness and Assessment Reporting Service (SPARS)) and the Sub-Recipient must enter acceptable milestones for each project in SPARS.

SEP 01 2013	State received 2013 HSGP award from DHS/FEMA
OCT 16 2013	Deadline for SAA to issue Sub-Recipient Agreements (45 days from start date as indicated by DHS).
NOV 04 2013	Deadline for sign Sub-Recipient Agreements to be returned to SAA (45 days from SAA award date).
NOV 15 2013	Deadline for sub-recipient to have entered their initial BSIR data in SPARS
DEC 04 2013*	Deadline for sub-recipient to enter project milestones for approved 2013 projects. **(Expenditure requests will not be approved until clear milestones are established for all projects in SPARS.)*
FEB 28 2014	Deadline for sub-recipients to submit 2013 project **EHP Screening Forms** to the SAA.
JAN 30 2015*	End of sub-recipients performance period. All invoices must be received in SPARS by this date. *(*COGs and UASI Core Cities have slightly longer performance periods; see Box 6 of the Award for your performance period end date.)*

Form 74-176 Direct Deposit Authorization
In addition, to reimburse you for grant-funded expenses the THSSAA must have a current Direct Deposit Authorization from your organization in order to transfer grant funds electronically to a designated bank account. An electronic version of the form is available on the Texas State Comptroller's website at: http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. (On the form, please select "Texas Department of Public Safety" from the dropdown list when prompted.) If you submitted a completed Direct Deposit Authorization form recently at the request of TXDPS or with prior acceptance documents for FY 2013 HSGP awards, you do not need to complete a new authorization unless your bank account information has changed. By the due date of your SRA(s), please email a current Direct Deposit Authorization form to SAA_SRA@dps.texas.gov with a subject line and file name of "DDForm" and name of jurisdiction (i.e. *DDForm Travis County*).

If you have any questions, you may contact your Council of Governments, UASI Point of Contact, the grant coordinator assigned to your region or Nancy Carrales at nancy.carrales@dps.texas.gov or (512) 377-0004. For information on grant coordinators assigned to your region please go to http://www.dps.texas.gov/director_staff/saa/documents/GrantTeamAlignments.pdf.

Sincerely,

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

Texas Department of Public Safety

2013 Sub-Recipient Award
for
City of Sherman

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: September 20, 2013	**Prepared By: Youngs, Jamie**	**3. SAA Award Number:** 13-SR 67496-01

4. Sub-Recipient Name and Address	**5. Federal Grant Information**
Mayor Carolyn S. Wacker City of Sherman P.O. Box 1106 Sherman, TX 75091-1106	**Federal Grant Title:** Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP) **Federal Grant Award Number:** EMW-2013-SS-00045 **Federal Granting Agency:** Department of Homeland Security FEMA Grant Programs Directorate **Date Federal Grant Awarded to TxDPS:** September 1, 2013 **CFDA:** 97.067

6. Award Amount and Grant Breakdowns

SHSP LETPA

$35,356.00

Grant Period:	
From:	**To:**
Sep 1, 2013	**Jan 31, 2015**
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:	**Signature of TxDPS Official:**
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	**Signature of Sub-Recipient Official:**	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	**DUNS Number:**	**Date Signed :**

DUE DATE: November 4, 2013 **Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.**

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to **SAA_SRA@dps.texas.gov** *on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

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

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

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

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

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. 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 (the A-102 Common Rule);

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).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-0844/fy_13_nsgp_foa_final.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3.   Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

a.   Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b.   Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c.   Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d.   Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e.   General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A.   Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B.   Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall 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.

C.   Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D.   Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E.   Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F.   Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G.   Notices.   All notices or communications 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 or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

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

H.   Points of Contacts.   Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to **SAA_SRA@dps.texas.gov** . The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification **(APN)**email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins..

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient 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, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, 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 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. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go tohttp://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
http://www.dhs/.ov/xopnbiz/grants/index.shtm.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

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

B. Projects identified and approved in the DPS/THSSAA 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 this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable 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. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

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

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

Audit

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

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its 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 Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

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

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

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

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

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

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

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

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;

2. The effective date of such termination; and

3. In the case of partial termination, the portion of this Grant to be terminated.

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

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly 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 award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official ________________________________

Title ____

Sub-recipient Organization ____________________________________

______________________________ ________________
Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

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

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

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

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

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

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

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official ________________________________

Title ____

Sub-recipient Organization _____________________________________

______________________________ ________________
Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters;(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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

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

1974 (16 U.S.C. §§469a-1 et seq).

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

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

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official ________________________________

Title ____

Sub-recipient Organization _____________________________________

______________________________   _______________
Signature of Authorized Official   Date

Exhibit C

Certifications

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

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

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

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

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

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

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

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

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official ______________________________

Title ____

Sub-recipient Organization __________________________________

____________________________ ______________

Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

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

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

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

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

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

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official ______________________________

Title ____

Sub-recipient Organization __________________________________

______________________________ ______________
Signature of Authorized Official Date

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 3.**

Meeting Date: 10/07/2013

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5811***

Authorizing the Purchase of a 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis to Remount and Refurbish a 2006 Frazer Ambulance for the Sherman Fire Department through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

Approval of the refurbishing of the Sherman Fire Department's 2006 Frazer Ambulance by remounting it onto a 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis to be purchased from Dallas Dodge of Dallas, Texas, through the Houston-Galveston Area Council of Governments (H-GAC)

Background:

The requested purchase is to replace Unit 125, a 2006 year model ambulance that has more than 130,000 miles on it. The box is to be refurbished and mounted onto a 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis.

Purchasing through the 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:

The 2013/2014 Dodge Ram 4500 6.7L diesel chassis will be purchased from Dallas Dodge through H-GAC and remounting the ambulance unit will be done by Frazer, Ltd., for a total cost of $96,300.00. Funding for this purchase was appropriated in the fiscal year 2013-2014 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis and have the refurbished ambulance box remounted onto the new Dodge Ram Diesel Chassis.

Alternatives:
As may be recommended by the City Council

Attachments

Resolution No. 5811
HGAC Worksheet
Frazer Quote
H-GAC Interlocal Agreement

RESOLUTION NO. 5811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013/2014 DODGE RAM 4500 6.7L DIESEL CHASSIS AND REMOUNTING A 2006 FRAZER AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 Dallas Dodge of Dallas, Texas, through the Houston-Galveston Area Council of Governments (H-GAC), a 2013/2014 Dodge Ram 4500 6.7L Diesel Chassis and remounting a 2006 Frazer Ambulance for use within the Sherman Fire Department at a total price of Ninety-Six Thousand Three Hundred Dollars and No Cents ($96,300.00), in accordance with the provisions of the H-GAC proposal 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 ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________	**BY:** ________________________________
LINDA ASHBY,	**CAROLYN S. WACKER,**
CITY CLERK	**MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

HGACBuy

CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	AM10-12	Date Prepared:	09/04/14

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Sherman Fire Department	Contractor:	Dallas Dodge Quote 8328E-HGAC
Contact Person:	Danny Jones	Prepared By:	Tim Middlebrooks
Phone:	903-892-7396	Phone:	214-319-1336
Fax:		Fax:	214-319-1306
Email:	dannyj@ci.sherman.tx.us	Email:	tmiddlebrooks@kag-1.net

Product Code:	KE08	Description:	Rmt. Of Type I 12' Frazer conversion on Dodge Ram 4500 Diesel DRW Cab/Chassis

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $65,500.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
623-Granning air suspension system for Dodge Ram 4500 (2009	$6,500.00	9814-Retrofit license plate holder and light	$100.00
34-Heat shielding for diesel chassis	$1,500.00	1632-Conspicuity on only the perimeter of the rear wall of the n	$900.00
9847-Strip, prime and repaint Type I or Type III 12' patient mod	$6,000.00		
1607-Striping and lettering - $2400	$2,400.00		
6837-After market vinyl seats in truck cab	$1,150.00		
9854-Complete new top floor and sub floor in patient module	$3,100.00		
9862-Onan 5.5kW generator as spare or retrofit	$5,000.00		
9802-(4)Exterior compartment and/or structure modification (ea	$2,000.00		
795-Black nerf bars for 2011, 2012 Dodge Ram 3500, 4500	$450.00		
1388-Provide a Stryker antler and bar	$700.00		
1476-2 high powder coated aluminum "D" cylinder holder shipp	$175.00	Subtotal From Additional Sheet(s):	
4690-Shore power ignition kill switch	$225.00	Subtotal B:	$30,200.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$95,700.00	=	Subtotal D:	$95,700.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:		G. Total Purchase Price (D+E+F):	$96,300.00

FRAZER
The Leader in Generator Powered EMS Modules

September 4, 2013

Danny Jones
Division Chief
Sherman Fire Department
Email: dannyj@ci.sherman.tx.us

Quote # 8328E

Chief Jones,

Per your request we are quoting remounting and refurbishing your Frazer Type I 12' Generator Powered Module, E-1526, onto a Dodge Ram 4500 6.7L diesel chassis with an air suspension system. For your convenience all pricing has been itemized below.

2013/2014 Dodge Ram 4500 6.7L diesel chassis (84" CA, order red)	$	40,500.00
R4Tech air suspension system w/ included sway bar	$	6,500.00
Heat shielding for diesel chassis	$	1,500.00
Remount of module (see below)	$	12,000.00
Optional items (listed below)	$	35,200.00
HGAC fee	$	600.00
Total	$	**96,300.00**

Remount of module includes:

a) New black grille guard with (4) Whelen M4 series grille & intersect LEDs and (2) Federal Signal AS124 speakers
b) New console with new Whelen 295SLSA1 siren
c) Inspect all generator cabling, replace as needed
d) New boot plate and boot
e) New mounting rubber
f) Rewire tail lights
g) New under hood breakers
h) Electrical check-out
i) Add insulation to side and rear entry doors
j) Replace entry door windows with double pane windows
k) New weatherstripping and rivets for compartment and entry doors
l) Replace all non-skid material on threshold(s)
m) Stripe new chassis

Items included in above total:

Strip, prime, and repaint 12' module solid Dodge Red (PR4), replace corner trim and add corner caps, replace all latches, replace all entry doors, and install double pane windows; do not reinstall medic plates, fill holes and ship loose	$	6,000.00
Striping and lettering on module to match fleet	$	2,400.00
Rear perimeter conspicuity with yellow reflective vinyl arranged in chevron pattern	$	500.00
Furnish and install stainless steel wheel covers	$	450.00
Furnish and install black nerf bars on chassis	$	450.00

Furnish and install (4) Whelen M4 series red grille & intersect LEDs in solid red	$	Incl.
Furnish and install Federal Signal PA300 siren w/ hand mic (ID# 5125) in lieu of Whelen 295SLSA1	$	150.00
Console layout: Siren - Double switch panel - #22667 radio plate - Double blank insert	$	N/C
Double switch panel layout: Primary – Secondary – Blank - Blank – Blank – Blank - Blank – Interior – Rear load – Side scene – Side Scene – Onan Start/Stop	$	Incl.
Furnish and install double blank insert on console	$	150.00
Furnish and install adjustable arm rests on console	$	200.00
Furnish and install Gamber Johnson vehicle mount base (ID#20779)	$	200.00
Remove and Replace (8) marker lights w/ (8) LED clearance lights	$	Incl.
Remove and replace (2) 110 volt scene lights w/ (2) flush mounted 250 watt scene lights w/ chrome bezels, plate over existing mounting locations (discard old)	$	800.00
Replace (8) Whelen 600 series corner box lights w/ (8) Whelen M6 series red LEDs & chrome adapter flanges	$	1,800.00
Replace (5) Whelen 600 series LEDs on front wall w/ (5) Whelen M6 series LEDs w/ chrome convertor flanges in a staggered configuration (A-R-C-R-A)	$	1,125.00
Replace (3) Whelen 600 series LEDs on rear wall w/ (3) Whelen M6 series LEDs w/ chrome convertor flanges (R-A-R)	$	675.00
Replace (2) Whelen 700 series wheel well LEDs w/ (2) Whelen M7 series red LEDs w/ chrome convertor flanges	$	450.00
Replace (2) Whelen 600 series upper b/t/t LEDs w/ (2) Whelen M6 series b/t/t LEDs w/ chrome convertor flanges	$	350.00
Replace (2) 508 load lights on rear wall w/ (2) Whelen M6 series load lights w/chrome converter flanges	$	700.00
Add ignition kill switch for shore power	$	225.00
Remove and replace shore power receptacle with new twist lock stye, ship pigtail loose	$	150.00
Furnish and install Onan buzzer kill switch at rear doors	$	225.00
Replace long lower storage compartment cables w/ door hold open shocks	$	100.00
Furnish and install a new Onan 5.5kW generator w/ non-permeable hoses, emissions canister kit, modify the compartment, replace compartment door, and add new tank and fuel pump (ship loose)	$	7,200.00
Relocate AC thermostat to action wall, position #4	$	100.00
Remove and Replace license plate light	$	50.00
Remove and replace flat paneling on exterior w/ treadbrite on front corners, wheel wells and above rear bumper	$	850.00
Replace rear bumper center section (discard old)	$	400.00
Remove and reinstall rear door entry ramp, replace gripped surface	$	Incl.
Remove and replace ceiling hardware with white coated screw heads	$	100.00
Furnish and install Wise cobalt corner trim on interior of module surface including front I/O	$	300.00
Add magnets to existing seat and back cushions	$	900.00
Replace CPR seat hinge	$	N/C
Furnish and install oxygen regulator (remove old regulator and ship loose)	$	150.00
Furnish and ship loose 46.5" long medic pouch for action wall (item 7642)	$	125.00
Furnish and install new rear entry door grabbers	$	50.00
Replace all existing seat belts at CPR seat and squad bench	$	300.00
Furnish and install Stryker antler & bar (discard old)	$	700.00
Replace single ratchet tie down strap for oxygen cylinder closest to compartment door	$	75.00
Replace floor with Alucabond subfloor and Lonseal vinyl floor, reuse existing powder coated aluminum O2 box, replace thresholds and add non-skid tape on top, install new cot plates for Stryker Power-PRO	$	3,000.00
Remove and replace 2 high d cylinder holder in front I/O (discard old)	$	175.00
Repaint all cabinets in module	$	1,100.00
Replace all cabinet doors with lexan polycarbonate with 3m bump-stops (discard old)	$	650.00
Replace side entry door hold-open spring w/ gas shock & new head knocker	$	250.00
Tighten loose duplex outlet on front wall above O2 box	$	N/C

Remove and replace switch for suction at action wall	$	Incl.
Rewire and install switches for single Grote LED light activation and hi/low dimmer at action wall, existing wiring showing overheating signs	$	350.00
Drill hole and place rubber grommet in action wall switch panel for laptop charge cord to be routed from electrical compartment to action wall countertop	$	25.00
Add fail safe stud to electrical compartment	$	75.00
Remove and replace rear backboard compartment shock	$	25.00
Repair damaged welds on rear backboard storage compartment	$	N/C
Remove charge guard from battery charger in electrical compartment	$	N/C
Remove and discard fire extinguisher bracket in rear storage	$	N/C
Remove and replace O_2, lower storage, and front I/O compartment lights	$	Incl.
Remove and replace both O_2 compartment round vents	$	Incl.
Make existing chassis road ready	$	Incl.
After market vinyl seats in truck cab	$	1,150.00

All pricing is F.O.B. Houston.

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

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

Laura Richardson
Frazer, Ltd.

LGR:SH

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-1539

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF SHERMAN
Local Government

BY [signature]

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

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

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

BY [signature] Date 4/3/91
Jack Steele
Executive Director

March 28, 1991

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **D. 4.**

Meeting Date: 10/07/2013

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5812***

Authorizing the Purchase of a 2014 Skeeter/F550 Ford Brush Truck for the Sherman Fire Department from Siddons-Martin Emergency Group through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

Authorize the purchase of a 2014 Skeeter/F550 Ford Brush Truck for the Sherman Fire Department from Siddons-Martin Emergency Group through Houston-Galveston Area Council of Governments (H-GAC)

Background:

The new brush truck will replace City Unit 108, a 1996 Ford F-350 1 Ton Mini Pumper/Brush Truck. City Unit 108 has exceeded the expected life of the vehicle.

Purchasing through the 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:

The 2014 Ford F550 chassis will be purchased from Chastang Ford in Houston. The brush truck body, produced by Skeeter in San Antonio, will be sold though Chastang by Siddons-Martin Emergency Group at a total cost of $135,578.00. Funding for this purchase was appropriated in the Sherman Fire Department's 2013-2014 fiscal year budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the brush truck from Siddons-Martin.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5812
Brush Truck Proposal Letter
HGACBuy Contract Pricing Worksheet - 2012
H-GAC Interlocal Agreement

RESOLUTION NO. 5812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2014 SKEETER/F550 FORD BRUSH TRUCK FOR THE SHERMAN FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC); 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 Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC), a 2014 Skeeter/F550 Ford Brush Truck at the total purchase price of One Hundred Thirty-Five Thousand Five Hundred Seventy-Eight Dollars and No Cents ($135,578.00), in accordance with the provisions of the H-GAC proposal attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2013-2014 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

BY: ______________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

3500 Shelby Lane
Denton, Texas 76207
877-970-9600

September 27, 2013

City of Sherman Fire Department
Chief Jeff Jones
318 S. Travis
Sherman, Texas 75091

RE: Skeeter Brush Truck Proposal

Siddons-Martin Emergency Group pleased to provide the following proposal for a 2014 Skeeter/F550 Brush Truck. This proposal is based on the accompanying proposal specifications, which are tailored to meet your needs.

(1) Ford F550 Skeeter Brush Truck with 400 Gallon Firefighting Skid **$135,578.00**

Delivery time for the proposed unit will be within **90-120 days** from the date of order which will be the date a Purchase Order is received by Siddons-Martin Emergency Group.

This proposal is valid for **30 days** from the above date. This proposal is available through cooperative purchasing (HGAC) however the fees due that organization are not included herein.

Balance of sales price is due upon acceptance of the apparatus. Payment may be remitted to:

Payment Mailing Address
Siddons-Martin Emergency Group
P.O. Box 975262
Dallas, TX 75397-5262

Payment Wiring Information
Available Upon Request

Fed Tax ID 27-4333590

Any changes to the original specification will be invoiced or credited as a separate transaction from the original proposal.

In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order.

Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. Venue of any claim regarding this proposal will lie in the county Customer is located. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,

Russell Mabra

Russell Mabra
Sales Representative
972-342-4196
rmabra@siddons-martin.com

I, _______________________________, the authorized representative of Customer, agree to purchase the Truck Description and agree to the terms of this proposal.

____   ________________________

Signature   *Date*

HGACBuy	MARC/KCRPC and H-GAC CONTRACT PRICING WORKSHEET - 2012 For MOTOR VEHICLES only	Contract No.:	FS 12-11	Date Prepared:	09/30/2013

This Form must be prepared by Contractor and given to End User and MARC/KCRPC. End User issues PO to Contractor, and MUST also fax a copy of purchase order to Rita Parker - KCRPC @ 816-421-7758. Please type or print legibly.

MARC - KCRPC			
Buying Agency:	SHERMAN FD	Contractor:	CHASTANG FORD
Contact Person:		Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	EMILLER@CHASTANGFORD.COM

Product Code:	B-56	Description:	FORD FIRST RESPONSE

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 153,475.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
68M - HD PAYLOAD PACKAGE	1155		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	1,155.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SK1 - SKEETER DOWNGRADE	(20,946.52)		
		Subtotal From Additional Sheet(s):	-
		Subtotal C:	(20,946.52)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C): 135,577.98

Quantity Ordered:	1	X Subtotal of A + B + C + D:	135,577.98	=	Subtotal D:	135,577.98

E. H-GAC Fee Calculation (From Current Fee Tables) — Subtotal E: 1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	

Delivery Date:	180-210 DAYS	G. Total Purchase Price (D+E+F):	136,577.98

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91·15399[illegible]

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF SHERMAN
Local Government

BY

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

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY Date 7/27/91
Manager of Cooperative Purchasing

BY Date 4/3/91
Jack Steele
Executive Director

March 28, 1991

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No. D. 5.**

Meeting Date: 10/07/2013

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5813***

Authorizing the Purchase of a 2014 International 4300 Chassis for Lightning Loader (Brush Truck) for the Solid Waste Services Department from Southwest International Trucks-Arlington through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a 2014 International 4300 Chassis/Peterson Lightning Loader (bulk & brush truck) from the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Solid Waste Services Department

Background:

This purchase provides a third combination (grapple and dump) truck needed for the City's bulk/brush pick-up program. This will allow the older of the three combination trucks (one operator) to be used as a back-up, replacing an older dump truck and an older non-operational grapple truck that required two operators.

Origination:

Department of Public Works

Financial Consideration:

The 2014 International 4300 Chassis/Peterson Lightning Loader (bulk & brush truck) will be purchased from Southwest International Trucks-Arlington, through the BuyBoard, for $134,289.99. Funding for this purchase was appropriated in the fiscal year 2013-2014 Solid Waste Services budget.

Staff Recommendation:

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

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5813
BuyBoard Quote
BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2014 INTERNATIONAL 4300 CHASSIS FOR LIGHTNING LOADER (BRUSH TRUCK) FOR THE SOLID WASTE SERVICES DEPARTMENT FROM SOUTHWEST INTERNATIONAL TRUCKS-ARLINGTON THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 Southwest International Trucks-Arlington through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2014 International 4300 Chassis/Peterson Lightning Loader (bulk & brush truck) at a total purchase price of One Hundred Thirty-Four Thousand Two Hundred Eighty-Nine Dollars and Ninety-Nine Cents ($134,289.99), in accordance with the provisions of the BuyBoard proposals and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2013-2014 budget.

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

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

CITY OF SHERMAN, TEXAS

BY: ____________________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

Texas Local Government Purchasing Cooperative

PRICING WORKSHEET

Buying Agency: City of Sherman		Date Prepared	07/08/2013
Southwest International Trucks		Contract # 358-10 expires 10-15-2013	
Product Description: 2014 International 4300 chassis for Lightning Loader			
		base chassis is 4300M7	
Contact Person: Michael Springer		Item: Base Chassis Bid	$ 52,002.22
B: Options	Option cost is 80% of MSRP		
		2 man passenger seat	
upgrade to 4300 DT	3,248.00	engine oil gage/trans temp gage	
		air ride cab	
Truck option cost	16,740.00	air conditioning	
options include: 10.375 HD frame		0.472 HD 8.25 x 22.5 F&R wheels	
12K front axle and springs		Bridgestone 11R22.5F F&R tires	
ABS air brakes, air dryer		M720 rear tires	
F&R dust shields, tilt steering wheel		Spare wheel	
cig liter/power source on dash		Frame is 2,526,000 RBM	
body builder wiring		GVWR is 33,000	
AM FM stereo radio			
Back up alarm		ADD the following items per Michael Springer	
air horn		one extra spare wheel	120.00
Maxxforce DT 230 hp/620 torq		One R260F 11R-22.5 14 ply spare front	532.51
Allison 3500 RDS 5 spd OD trans		One M726EL 111R-22.5 14 ply spare rear	622.26
syn trans oil		Add Delphi AM FM CD weatherband	
Dana 21K rear axle\		Blue tooth capable radio head	382.00
23.5K rear springs		Remove panasonic radio head and give	
70 gal fuel tank, alum		to customer	NC
air ride driver seat		tires to be shipped loose in the body	
Subtotal Column 1:	$ 19,988.00	Subtotal Column 2:	$1,656.77
Total Options			$ 21,644.77
CHASSIS WITH FACTORY OPTIONS			$ 73,646.99
TOTAL BODY PRICE	See attached body spec sheet		
	Tom Hafer Petersen Lightning Loader-Heil of Texas		$60,058.00
Additional Options:			
Buy Board Fee			400.00
Transportation			
DOT Inspection with Fire Extinguisher and Road Flare Kit			185.00
PRICE IS GOOD FOR TRUCKS ORDERED BEFORE OCTOBER 15,2013			
		TOTAL BUY BOARD PRICE	$134,289.99

Tom Claiborne
Southwest International Trucks-Arlington.
Arlington, Texas, 76010
Fax# 817-861-7084
Office# 817-461-2931
E-mail Address: tom.claiborne@swit-tx.com

To purchase this unit, please issue a purchase order to the Buy Board; the Buy Board will notify Southwest International of your purchase order. We will order the truck and body when we receive the purchase order from the buy Board.

Thank you,
Tom Claiborne

09/06/20133:05 PM

INTERLOCAL PARTICIPATION AGREEMENT for the Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
   a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
   b. By the Cooperative. The Cooperative may terminate this Agreement by:
      1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

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

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: ______________________________ **Date:** 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: ______________________________ **Date:** 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **E. 1.**

Meeting Date: 10/07/2013

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

**** OTHER BUSINESS***

Replat of Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza, containing 2.856 acres; ET Joint Venture, Owners; and Underwood Drafting and Surveying, Surveyors (1600 Block of U.S. Highway 75 North)

Issue:

To consider the Replat of Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza

Background:

The property is located in the 1600 block of U.S. Highway 75 North, between Texoma Parkway and Taylor Street. The owners would like to replat the lot into two lots for commercial development.

Origination:

ET Joint Venture (Owners)
Underwood Drafting and Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the September 17, 2013 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

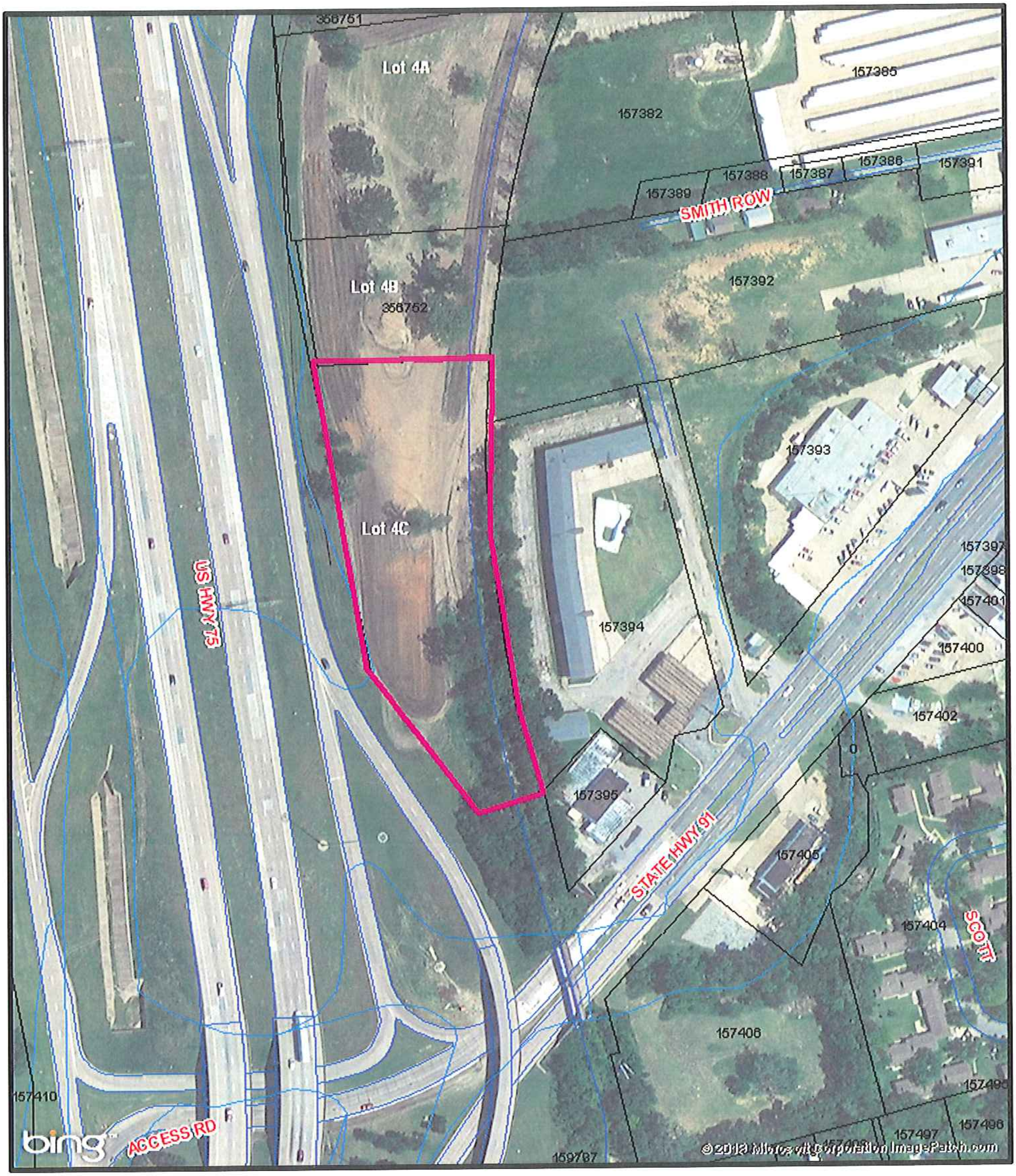
Location Map

Zoning Map

Replat

P&Z Communication

Staff Review Letter



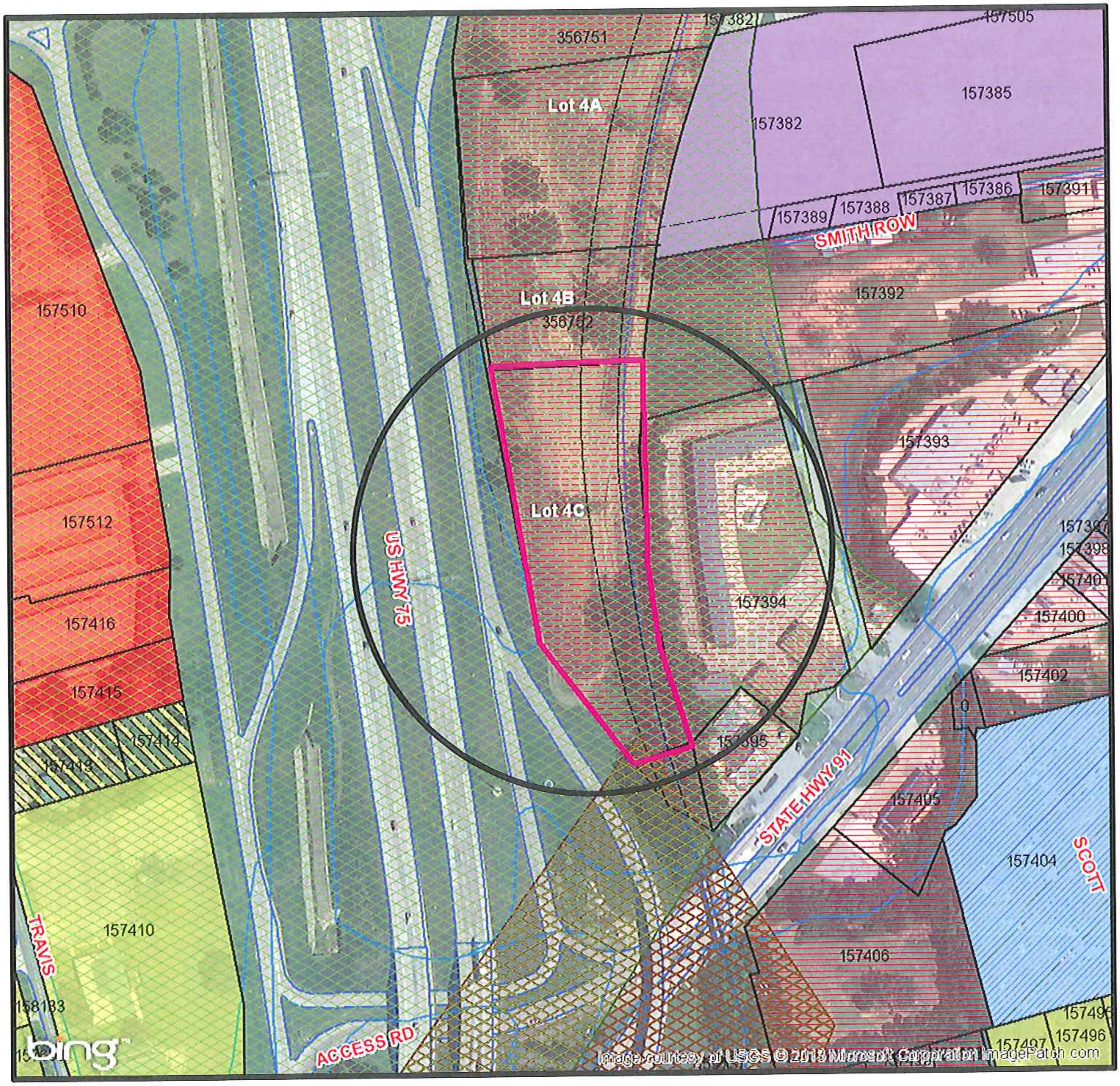
1600 Block U.S. Highway 75 North

N

1 inch = 188 feet

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



Zoning - 1600 Block U.S. Highway 75 North

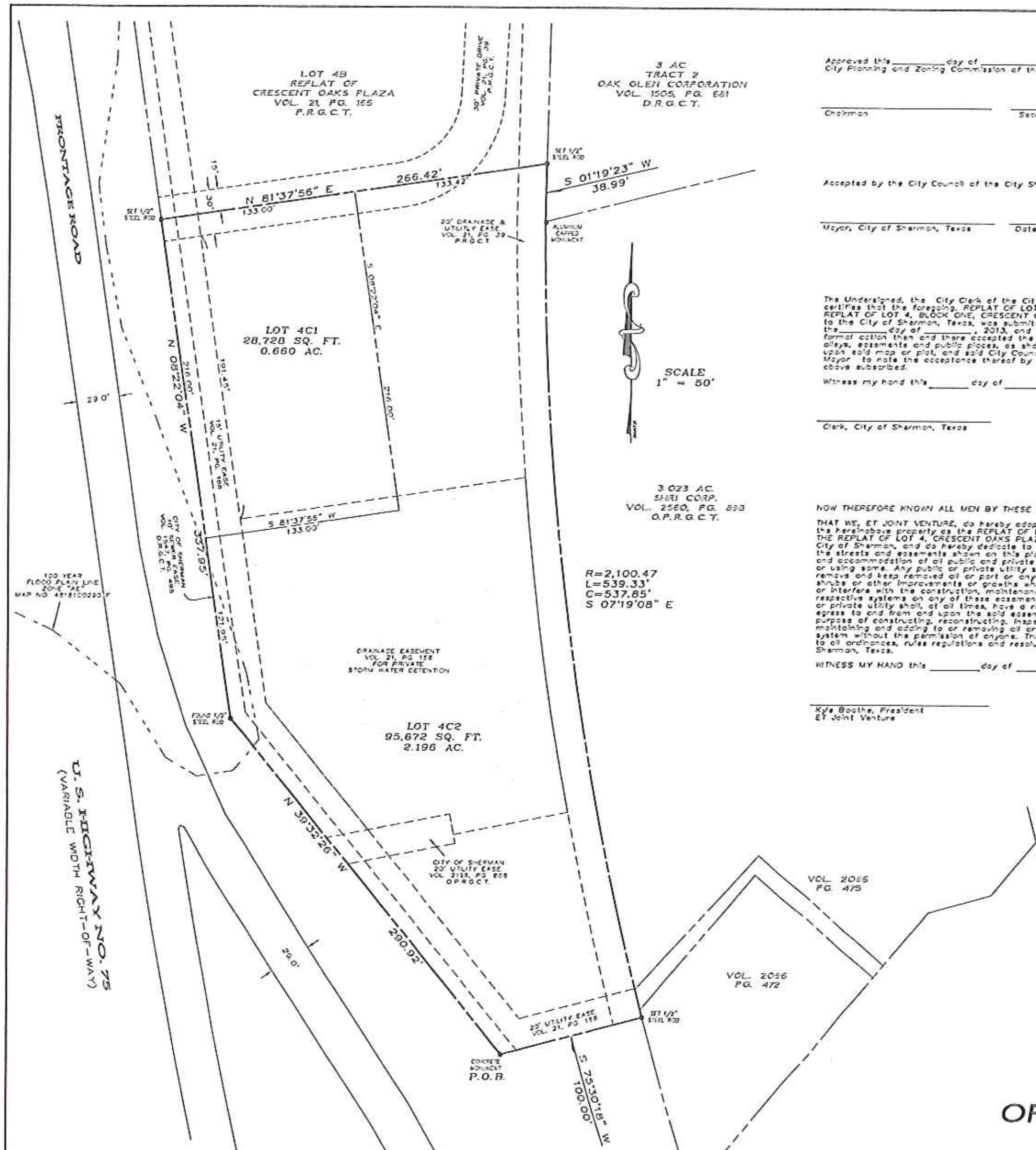
Legend

C L SHERMAN CITY LIMITS	C-1 Retail Business District
O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT	C-2 General Commercial District
O 1.1 FM 1417 OVERLAY DISTRICT	M-1 Light Manufacturing District
O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT	R-A Single Family Agricultural District
C B D DOWNTOWN BUSINESS DISTRICT	SF-1 Single Family Residential District
C P O COLLEGE PARK OVERLAY DISTRICT	M-1.5 Medium Manufacturing District
A & C ARTS & CULTURAL OVERLAY DISTRICT	M-2 Heavy Manufacturing District
CO Office District	MH Manufacturing Housing Distgrict
R-1 One Family Residential District	Blalock Commercial District
R-2 Multi-Family Residential District	BIP Blalock Industrial Park

1 inch = 235 feet

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN, BROAD HORIZON.



SURVEYOR
JASON B. ARMSTRONG
R.P.L.S. NO. 5557
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PHONE (903) 465-2151

OWNER/DEVELOPER
ET JOINT VENTURE
801 E. TAYLOR
SHERMAN, TEXAS 75091

~ BASIS OF BEARINGS ~
GRID NORTH
CORRELATED FROM THE
CITY OF SHERMAN GEODETIC
CONTROL NETWORK

Approved this __________ day of ____________________, ________, by the City Planning and Zoning Commission of the City of Sherman, Texas.

____________________ Chairman

____________________ Secretory

Accepted by the City Council of the City Sherman

____________________ Mayor, City of Sherman, Texas

__________ Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT OF LOT 4C, BLOCK ONE OF THE REPLAT OF LOT 4, BLOCK ONE, CRESCENT OAKS PLAZA, an addition to the City of Sherman, Texas, was submitted to the City Council on the __________ day of __________, 2013, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ________ day of ______________, 2013.

____________________ Clerk, City of Sherman, Texas

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, ET JOINT VENTURE, do hereby adopt this plat designating the hereinabove property as the REPLAT OF LOT 4C, BLOCK ONE OF THE REPLAT OF LOT 4, CRESCENT OAKS PLAZA, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this __________ day of ____________________, 2013.

____
Kyle Boothe, President
ET Joint Venture

JOB NO. 13070350

LEGAL DESCRIPTION

Situated in the City of Sherman, County of Grayson, State of Texas, being all of Lot 4C, Block One, of the Replat of Lot 4, Block One, Crescent Oaks Plaza, an addition to the City of Sherman, Texas as shown by plat of record in Volume 21, Page 166, of the Plat Records, Grayson County, Texas, and being more particularly described as follows:

Beginning at a concrete monument found in the east right-of-way line of U.S. Highway No. 75 maintaining the southwest corner of said Lot 4;

Thence in a northerly direction with said east right-of-way line, the following calls and distances:

North 39°32'26" West a distance of 290.92 feet to a found 1/2" steel rod;
North 08°22'04" West a distance of 337.95 feet to 1/2" steel rod set for the northwest corner of said Lot 4C;

Thence North 81°37'56" East a distance of 266.42 feet to a 1/2" steel rod set in the west line of the 3 acre tract (Tract 2) of land conveyed to Oak Glen Corporation by deed of record in Volume 1505, Page 681, of the Deed Records, Grayson County, Texas, said rod being the northeast corner of said Lot 4C;

Thence South 01°19'23" West with the west line of said 3 acre tract, a distance of 38.99 feet to an aluminum capped monument found maintaining the southwest corner of said 3 acre tract and the northwest corner of the 3.023 acre tract of land conveyed to SHRI Corp. by deed of record in Volume 2560, Page 893 of said Official Public Records;

Thence along the west line of said 3.023 acre tract with a non-tangent curve to the left having a radius of 2,100.47 feet and an arc length of 539.33 feet (chord bears South 07°19'08" East a distance of 537.85 feet) to a 1/2" steel rod set for the southeast corner of said Lot 4;

Thence South 75°30'18" West a distance of 100.00 feet to the Point-of-Beginning and containing 2.856 acres of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, Jason B. Armstrong, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

____
Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jason B. Armstrong, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of ____________________, 2013.

____
Notary Public in and for
the State of Texas
Commission Expires: ______________

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kyle Boothe, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of ____________________, 2013.

____
Notary Public in and for
the State of Texas
Commission Expires: ______________

REPLAT OF
LOT 4C, BLOCK ONE
OF THE REPLAT OF LOT 4, BLOCK ONE
CRESCENT OAKS PLAZA
AN ADDITION
TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

Planning & Zoning Commission and Board of Adjustments **Agenda Item No. 5.**

Meeting Date: 09/17/2013

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Don Hicks, Chairman

Joe Gilbert, Vice-Chairman	Sam Thorpe, Commissioner
Brad Morgan, Commissioner	Ronnie Dutton, Commissioner
Ron Barton, Commissioner	Dr. Alan Scheibmeir, Commissioner
Ryan Michael Kreck, Commissioner	Andrew Olmstead, Commissioner

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Requested Action/Proposed Use:

*** 1600 BLOCK U.S. HIGHWAY 75 NORTH**

The request of ET Joint Venture (Owners) and Underwood Drafting and Surveying (Surveyors) concerning the property located in the 1600 Block of U.S. Highway 75 North, being Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza, as follows:

Planning and Zoning Commission

Replat Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza

Background:

The property is located in the 1600 Block of U.S. Highway 75 North between Texoma Parkway and Taylor Street. The owners would like to replat the lot into two lots for commercial development.

Adjacent Zoning:

C-2 (General Commercial) District and M-1 (Light Manufacturing) District

Origination:

ET Joint Venture (Owners) and Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter

SHERMAN

STAFF REVIEW LETTER

September 12, 2013

ET Joint Venture
2913 Overland Trail, Ste. 100
Sherman, TX 75092

Dear Applicants,

The request for approval of a Replat of Lot 4C, Block 1 of the Replat of Lot 4, Block 1, Crescent Oaks Plaza for the property located in the 1600 Block of U.S. Highway 75 North has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 17, 2013 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. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.
4. The width of right-of-way for the streets shall be shown.
5. Water and sewer service layout plan shall be provided to the City Engineer for approval.
6. Prior to Occupancy Permits being issued for lots 4C1 or 4C2, the water main shall be extended to the south end of Lot 4C2.
7. Detention in accordance with City criteria is required.
8. An Operation and Maintenance Manual and Landscaping Plan for the detention pond shall be provided to the Engineering Department prior to issuance of Occupancy Permits for lots 4C1 or 4C2.
9. All requirements of the floodplain ordinance shall be followed.
10. Any other changes made to the final replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by 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 and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Clay Barnett
City Engineer

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Jamie Baggs, Fire Marshal
Lisa Whitfield, Engineering & Development Coordinator
Underwood Drafting and Surveying, 3404 Interurban Rd, Denison, Texas 75021
Scott Shadden, Director of Development Services
Mark Gibson, Dir. of Engineering & Utilities
Don Keene, Dir. of Public Works

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. H. 1.**

Meeting Date: 10/07/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Library Board (2)

Issue:

Nan Jones' term on the Library Board expired on March 20, 2013. She is eligible and does wish to be reappointed. We also have a vacancy on this board. There are no other applications on file.

Background:

The Library Board serves in an advisory capacity to the Library Services Administrator, the City Manager, and the City Council.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the Library Board.

Alternatives:

The alternative is to delay an appointment.

Attachments

Roster

Fact Sheet

Applicant List

Nan Jones' Reappointment Letter

MEMBERSHIP ROSTER

LIBRARY BOARD — **LENGTH OF TERMS: THREE YEARS**

Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Nan Jones	4	A 3/20/2007 R 3/20/2010	3/20/2010 3/20/2013	1 2	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Vacant					
Ron Roberts	4	A 4/8/2008 R 4/8/2011	4/8/2011 4/8/2014	1 2	
Nick Keating	4	A 1/8/2013	1/8/2016	1	
John West	1	A 1/8/2013	1/8/2016	1	
Darlene Schweizer	4	A 4/8/2008 R 4/8/2011	4/8/2011 2/8/2014	1 2	
Judith Sloan	4	A 1/8/2013	1/8/2016	1	

NOTE:

CITY STAFF: Jacqueline Banfield, Director of Library Services
Revised 9/19/2013

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 – APRIL 14, 1948; REVISED ORDINANCE 4223 – OCTOBER 21, 1991; REVISED ORDINANCE 4367 – OCTOBER 3, 1994

1. **Number of Members: SEVEN**

2. **Term of Appointment: THREE YEARS**

3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**

4. **Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS**

5. **Appointed by: MAYOR AND CITY COUNCIL**

6. **Board Organization**

CHAIRPERSON __E___ VICE CHAIRPERSON ____ SECRETARY __E______

ELECTED _E___ APPOINTED ___

7. **Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES**

8. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**

9. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

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PURPOSE:
Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:
Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

APPLICANT LIST

Library Board **Positions Vacant __2____**

Applicant	Address	District	Qualifications
Nan Jones	2409 W. Haven Court	4	Current Member; Wishes to be Reappointed

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Clerk's Office

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

September 19, 2013

Nan Jones
2409 W. Haven Court
Sherman, Texas 75092

RE: Library Board

Dear Ms. Jones:

Your term on the Library Board expired on March 10, 2013. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Jacqueline Banfield, Library Services Administrator

✓ I do wish to be considered for reappointment to this board

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

Nan Jones
Signature

Sept. 20, 2013
Date

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **H. 2.**

Meeting Date: 10/07/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Keep Sherman Beautiful Commission (3)

Issue:

There are three vacancies on the Keep Sherman Beautiful Commission. Council Members have appointed four members to the Commission. Angela Krieger has submitted an application for service.

Background:

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

Origination:

This agenda item originated with Mayor Cary Wacker.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to include this agenda item so the City Council can discuss appointments to the Keep Sherman Beautiful Commission.

Alternatives:

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

Attachments

Roster
Fact Sheet
Applicant List
Angela Krieger Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION **LENGTH OF TERMS: SEE NOTE BELOW***
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

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

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

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

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

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

   CHAIRPERSON _A__ VICE CHAIRPERSON __E_ SECRETARY _E____

   ELECTED ___ APPOINTED ____

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

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

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

APPLICANT LIST

Keep Sherman Beautiful Commission **Positions Vacant __3____**

Applicant	Address	District	Qualifications
Angela Krieger	1224 Western Hills	1	Landmark Bank

COMMENTS:

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

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

Name of Board or Commission: Keep Sherman Beautiful Commission

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

Personal Information	Occupational Information
Home Address: 1224 Western Hills Dr	Business Name: Landmark Bank
Mailing Address:	Occupation: AVP
Telephone: 903-821-1679 Fax:	Address: 610 Peyton
E-Mail: angela.krieger@landmarkbank.com	Telephone: 903-892-1800 Fax:
Sherman Resident for 41 years County: 11yrs	E-Mail: Same
Drivers License No.: 06004973	
Voter Registration No.: ?	

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

Prior work experience: *(please include dates)*

Educational Achievement:
High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1998
Business College, Correspondence School, Adult Education, Other? SMU Graduate School of Banking CoC Business School
Name of College/University: ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Rehab Center Board, 2013 NTYP 2009 - current.

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

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

Application held for 12 months from date received

Taxes - NO

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

If so, which one? ______

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I've worked in Sherman over 12yrs and remain involved whenever possible. As a new resident I am actively seeking ways to become more involved.

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

1) Creating more awareness and activity in the Downtown/Central Bus district.
Educate citizens of available services and business.

2) Improving the landscape across the Sherman Community.
Bring attention and awareness to the condemned properties and neglected neighborhoods while offering aid + resources to improve these areas.

3) Increase volunteers and encourage involvement with the efforts of KSB.

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

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

N/A

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

Statement of Intent

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

Signature: [signature] *Date:* 9/17/13

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman — CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No.** **H. 3.**

Meeting Date: 10/07/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Red River Groundwater Conservation District Board of Directors (1)

Issue:

George Olson and David Gattis are currently Sherman's representatives on the Red River Groundwater Conservation District Board of Directors. Mr. Olson's term expires on August 31, 2015; however, he has decided to resign from the Board as the initial administrative formation of the RRGCD has been established and is recommending that Mark Gibson, Sherman's Director of Utilities, be appointed to fill his unexpired term.

Background:

The purpose of the Red River Groundwater Conservation District is to provide for the conservation, preservation, protection, recharging, and prevention of waste of the groundwater in Grayson and Fannin Counties, and to control subsidence caused by the withdrawal of groundwater in accordance with Article XVI, Section 59 of the Texas Constitution.

Origination:

The request originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the recommendation of the staff that the City Council consider an appointment to the Red River Groundwater Conservation District Board of Directors to replace Mr. Olson.

Alternatives:

The Council could choose not to make the appointment.

Attachments

Roster
Fact Sheet

MEMBERSHIP ROSTER

RED RIVER GOUNDWATER CONSERVATION DISTRICT

LENGTH OF TERMS: FOUR YEARS
NO TERM LIMITS

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Harold Latham		8/2009	8/31/2015		Fannin County Commissioners Court Appointment
George "Butch" Henderson President		8/2009	8/31/2013		Cities in Fannin County Appointment
Don Morrison		8/2009	8/31/2013		Water District/Water Supply Corp. in Fannin County Appointment
George Olson Vice President		A 9/22/2009 R 8/31/2011	8/31/2011 8/31/2015	1 2	Sherman Appointment
David Gattis		A 9/22/2009 R 8/31/2013	8/31/2013 8/31/2017	1 2	Sherman Appointment
Mark Patterson		8/2011	8/31/2015		Cities in Grayson County Appointment (not Sherman)
Don Wortham Secretary/Treasurer		8/2009	8/31/2013		Water District/Water Supply Corp. in Grayson County Appointment

CITY STAFF: George Olson, City Manager
Revised 7/16/2013

5100 Airport Drive
Denison, Texas 75020

Staff:
Jerry Chapman
Carmen Catterson, Secretary

FACT SHEET

RED RIVER GROUNDWATER CONSERVATION DISTRICT

Established by SB 2529 which was codified as Special District Local Laws Code, Title 6, "Water and Wastewater", Subtitle H, "Districts Governing Groundwater", Chapter 8859, "Red River Groundwater Conservation District"

1. **Number of Members: SEVEN DIRECTORS – TWO FROM SHERMAN**
2. **Term of Appointment: STAGGERED FOUR-YEAR TERMS; EXPIRE AUG. 31 OF ODD NUMBERED YEARS**
3. **Consecutive Term Rule: NO RULE**
4. **Qualifications for Membership: REGISTERED VOTER OF GRAYSON OR FANNIN COUNTIES, AS APPLICABLE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization:**

   PRESIDENT _X___ VICE PRESIDENT _X___ SECRETARY __X____

   ELECTED _X__ APPOINTED ___

7. **Departmental Responsibility: MANAGEMENT**
8. **Meeting Date:**
9. **Attendance Requirements: NO RULE**

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RESPONSIBILITIES: The purpose of the District is to benefit property by providing for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and to control subsidence caused by the withdrawal of groundwater under powers conferred by Article XVI, Section 59 of the Texas Constitution.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** M.

Meeting Date: 10/07/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2013 Council Calendar

2013

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

FEBRUARY						
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MARCH						
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31						

APRIL						
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MAY						
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JUNE						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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22	23	24	25	26	27	28
29	30	31				

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

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