

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

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY MAYOR BILL MAGERS](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING \(HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT BOARD OF DIRECTORS\) OF SEPTEMBER 17, 2009 AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2009](#)

Proclamation

- A.5 [PROCLAMATION](#)
“Fire Prevention Month” – October 2009

Special Presentation

- A.6 [SPECIAL PRESENTATION](#)
Announcing the Winner of the Second Annual “Sherman Today” Photo Contest

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5623](#)
Amending Chapter 11 of the Code of Ordinances, entitled “Hotel Occupancy Tax”, at Section 11.03.008, entitled “Penalties for Violation”; Adding New Section 11.03.009 to be Entitled “Keeping and Preserving of Records”; Adding New Section 11.03.010 to be Entitled “Registration of Hotel Operators”
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5625](#)
Amending Chapter 9 of the Code of Ordinances, entitled “Personnel”, Article 9.05, entitled “Civil Service for Firefighters and Police Officers”, at Section 9.05.026, entitled “Authorized Number of “Positions”, to Amend the Number of Authorized Positions in the Fire and Police Departments, and at Section 9.05.027, entitled “Positions, Classes, Duties and Specifications Enumerated”, to Provide that Department Heads within the Fire and Police Departments Shall Adopt Class Specifications for Positions in the Firemen’s and Policemen’s Classified Service

B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5626](#)

Repealing Ordinance No. 5572; Establishing Assignment Pay Schedules for Firefighters and Police Officers

Close Public Hearing and Consider Adoption of Ordinances

B.4 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- (a) 5623
- (b) 5625
- (c) 5626

B.5 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5416](#)

Supporting the Proposed Extension of State Highway 289

C.2 [RESOLUTION NO. 5417](#)

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Projects “U.S. Highway 75 Sewer” and “Willow Street Water Line Replacement”; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

C.3 [* RESOLUTION NO. 5418](#)

Authorizing the Execution of a Longitudinal Pipeline Agreement with the Union Pacific Railroad Company for the Construction of Relief Sewer “C”

C.4 [* RESOLUTION NO. 5419](#)

Authorizing the City Manager to Execute Contracts with the Sherman Council for the Arts & Humanities, Inc. and the Friends of the Red River Historical Museum (aka Red River Historical Museum)

C.5 [* RESOLUTION NO. 5420](#)

Authorizing the Execution of a Landscape Agreement between the City of Sherman and the Texas Department of Transportation for the Maintenance and Care of a New “Welcome to Sherman” Sign

- C.6 [* RESOLUTION NO. 5421](#)
Authorizing the Execution of an Interlocal Agreement between the City of Sherman and the City of Fort Worth for Household Hazardous Waste Services
- C.7 [* RESOLUTION NO. 5422](#)
Authorizing the Purchase of a New TYMCO Street Sweeper Body and International Chassis for the Street Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)
- C.8 [* RESOLUTION NO. 5423](#)
Authorizing the Purchase of a New Hamm Steel Wheel Roller for the Street Services Department through the Houston-Galveston Area Council of Governments (H-GAC)
- C.9 [* RESOLUTION NO. 5424](#)
Authorizing the Purchase of a 2010 Mack Residential Automated Collection Truck Chassis and McNeilus Collection Body for the Solid Waste Services Department through the Houston-Galveston Area Council of Governments (H-GAC)
- C.10 [* RESOLUTION NO. 5425](#)
Revoking and Replacing Resolution No. 5259; Establishing Salary Structures and Incentive/Assignment Pay Schedules for Firefighters and Police Officers

Request to Advertise

- D.1 [* REQUEST TO ADVERTISE](#)
Annual Supply of Chemicals

Change Orders

- D.2 [* CHANGE ORDER NO. 1](#)
2009 Biosolids Project; Synagro of Texas - CDR, Inc.; \$17,061.39, Decrease
- D.3 [* CHANGE ORDER NO. 1](#)
Canyon Creek Drive Extension Project; Gilco Contracting, Inc.; \$8,073.50, Increase

Other Business

- D.4 [* OTHER BUSINESS](#)
Consider Request of the Austin College Kappa Gamma Chi to Temporarily Close Certain Streets for the Homecoming 2009 'Roo Run and Joey Walk on Saturday, October 17, 2009
- D.5 [OTHER BUSINESS](#)
Discuss Finance Issues related to Group Health Insurance and Approve Group Health Insurance Renewal

D.6 [CITIZEN REQUESTS](#)

D.7 [MEDIA QUESTIONS](#)

Consider Board/Commission Appointments

D.8 [APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS](#)

- (a) Parks and Recreation Advisory Board (2)

D.9 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

- Section 551.072 Deliberations Regarding Real Property
 - (a) Deliberate Regarding the Potential Purchase, Exchange, Lease, or Value of a Piece of Real Property:
 - (i) Blalock Fire Station in the 100 Block of Highway 1417 East

- Section 551.074 Personnel Matters
 - (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (i) Sherman Economic Development Corporation Board of Directors (3)
 - (ii) Grayson Central Appraisal District Board of Directors (1)

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

Resolution

F.2 [RESOLUTION NO. 5426](#)

Nominating a Candidate to the Grayson Central Appraisal District Board of Directors

F.3 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

**THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN
ECONOMIC DEVELOPMENT BOARD OF DIRECTORS) OF SEPTEMBER 17, 2009
AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2009**

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23

Adjournment

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

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

SECOND PUBLIC HEARING OF ORDINANCE NO. 5619

PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2009; 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

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 2009; 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.

No citizens appeared before the City Council to discuss Ordinance 5619.

The Public Hearing was closed.

SEDCO WORK PROGRAM 2009-2010

PRESIDENT'S PRESENTATION OF THE 2009-2010 WORK PROGRAM

Mr. Olmstead outlined SEDCO's three goals for their 2009-2010 Work Program. The goals are to stimulate economic activity through business development and industry attraction; to develop, retain, and attract talent; and to promote and enhance the quality of place. These goals were also included in the City's Comprehensive Master Plan. The Work Program includes strategies for each goal and outlines who the "lead" should be, either the City, SEDCO, or the Chamber, and who the support people should be.

SEDCO WORK PROGRAM 2009-2010

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2009-2010

Mayor Magers complimented SEDCO and the Chamber on their objective look at Sherman, Inc. and the way the City is changing. He thanked both entities for their help on the Comprehensive Master Plan, saying the key to the Plan is implementation. He thanked SEDCO Members for putting the Plan in action.

Council Member Adami asked how the strategies will be implemented. Council Member Wacker was especially concerned about the new areas where they will be coordinating with the Comprehensive Master Plan.

John Boswell, President of SEDCO, explained that Chapter 9 of the Comprehensive Master Plan includes strategies and actions for each goal, specific to economic development. The challenge will be where SEDCO is not the lead player. Some of the strategies and actions are SEDCO specific and some include other entities as the lead player. Council Member Wacker verified that SEDCO adopted all the goals, but some are also dependent on other entities.

Council Member Adami said on an informal basis, many times SEDCO is the first contact that a company will have but they don't actually "fit in the SEDCO box." He wanted to be sure that SEDCO would send them to whichever entity could actually work with their needs. He did not want any company that wanted to locate in Sherman to fall through the cracks just because their needs didn't fit with what a specific entity could do.

If the company would provide an economic benefit to Sherman, Council Member Adami wanted to be sure that there was communication between all entities to address their needs and follow-up to make sure no opportunities were missed.

Mr. Boswell explained that the current Plan broadens the focus that SEDCO has had in the past, and expands their reach beyond primary employers. If SEDCO is the point of contact, it will make it easier for people to know who to contact first. SEDCO will then be able to "plug" them into the right connection. Mr. Boswell felt this was a key

difference in the goals presented today over past goals. This plan is designed to cover the gaps and create a seamless flow of assistance.

Mr. Boswell said since these goals are different this year, he doesn't really know what the issues will be, but this year will give them a better feel for the weak spots. Mayor Magers said previously SEDCO was focused on primary employers and some prospects didn't fit that definition. Other entities need to get involved so that all assets are used.

Council Member Adami felt that these were the right strategies, but he just wanted to know how this will be implemented and tracked. Mr. Boswell added that SEDCO currently tracks their projects, but when projects are directed to other entities, they may need to track the projects. This year will give SEDCO and the City a feel for what is needed.

Mayor Magers said some criteria may need to be developed to determine when an entity goes to SEDCO, the City, or the Chamber. Mr. Boswell added that "size may not equal time."

Council Member Howeth asked if a prospect was sent to someone else, would SEDCO make the initial contact or just tell the company whom to call themselves. Mr. Boswell said SEDCO would make the initial contact and make sure they reach the entity they need and are not left to handle it themselves. She then asked who would handle the follow-up so a contact is not lost. Mayor Magers said by getting SEDCO involved in the beginning it would decrease the likelihood of that happening.

Mr. Boswell added that the plan will reduce "turf issues" because all the entities want to help the prospects. Mayor Magers added that SEDCO has resources that Chambers have not historically had. The question is how does Sherman allocate these resources to provide the "best bang for the buck."

Council Member Wacker asked about retail economic development. She attended a Texas Municipal League Conference that discussed the gaps in retail development and what might be missing. She felt it was important to identify service businesses that make the community more attractive for larger employers to locate here and for plant managers to live in the community. Council Member Wacker said this type of study would cost approximately \$12,000 to \$15,000 and she asked if that would be in the scope of what SEDCO would look at this year.

Mr. Boswell said that type of study would fall under SEDCO's new goals and actions this year, but it would not have been included under the old plan.

Council Member Adami felt it would be helpful to review how the strategy is being implemented during SEDCO's quarterly updates or the annual meeting. Council Member Wacker also wanted to know about serious contacts and how they were referred through the system. Mayor Magers clarified that the Council would like to see benchmarks of what the new program is doing. Mr. Boswell agreed that the plan must be measured somehow.

ACTION TAKEN.

Motion by Council Member Steele to approve the SEDCO Work Program for FY 2009-2010, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2009-2010

PRESIDENT'S PRESENTATION OF THE SEDCO BUDGET 2009-2010

Mr. Olmstead distributed a summary of what SEDCO accomplished during FY 2008-2009. The Budget for FY 2009-2010 includes a beginning fund balance of \$9.6 million and revenues of \$3.8 million. Sales tax revenue is budgeted at \$2.9 million, which is on track with the previous year.

SEDCO budgeted \$294,000 in the marketing/attraction line item. Only \$176,000 was budgeted in this line item for FY 2008-2009. Mr. Olmstead explained that the State of Texas allows a 10% cap on the amount that can be spent on marketing and attractions. That is 10% of the sales tax revenue. SEDCO does not intend to spend that amount,

however if it is not allocated, then it can't be used or carried over in future years. Therefore, SEDCO will be allocating 10% of the sales tax revenue with the intent of not spending it but being able to go back in future years and spend it at one time. If the money has been allocated in year's past, they can use it forward. Mayor Magers verified that once the money is carried over, it can also be moved to something else.

Mr. Olmstead said SEDCO is predicting net income of \$1.5 million, depending on projects coming in and requested incentives. The ending fund balance of \$11 million includes \$8.2 million that is committed to performance agreements, which may or may not happen. Payment of the incentives still requires specific performance by the company. Mayor Magers added that SEDCO could use that money as capital if a great prospect came into town. Then if the money is needed for the committed incentive, it could be bonded for payment to the company.

SEDCO BUDGET 2009-2010

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2009-2010 SEDCO BUDGET

Council Member Adami asked what the \$734,000 designated in other revenue was. Mr. Boswell said it deals with the Panda Energy agreement which should close this year. That revenue will be from Panda's purchase of land from SEDCO. After the agreement is completed, SEDCO will write a check back to Panda for the incentive amount.

Council Member Steele asked what portion of the marketing budget would be used for participation with Grayson County for marketing of the North Texas Regional Airport. Mr. Olmstead said SEDCO's portion is \$33,000 per year. Sherman, Denison, and Grayson County participate in the joint marketing venture. Mr. Boswell said the program is very successful. He added that the Airport money is separate from the marketing dollars, but the program has met and exceeded expectations.

Council Member Adami asked if SEDCO considered long-range planning for anticipated sales tax revenue projections. Mr. Boswell said they plan 10 years out to schedule the long-term payments.

Mayor Magers added that Sherman's sales tax revenue was better than many other places.

Mayor Magers thanked Mr. Olmstead and Joe Fallon, Jr. for their service on the SEDCO Board. Their terms expire on October 1, 2009.

ACTION TAKEN.

Motion by Council Member Steele to approve the SEDCO Budget for FY 2009-2010, as presented.

Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER REQUEST OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE SHERMAN HIGH SCHOOL STUDENT COUNCIL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE 2009 SHERMAN HIGH SCHOOL HOMECOMING PARADE ON MONDAY, SEPTEMBER 21, 2009

ACTION TAKEN.

Motion by Deputy Mayor Smith to approve the request of the Sherman Independent School District and the Sherman High School Student Council to temporarily close certain streets for the 2009 Sherman High School Homecoming Parade on Monday, September 21, 2009, as presented. Second by Council Member Wacker.

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

VOTING NAY: None.

ABSTAIN: Howeth.

MOTION CARRIED.

OTHER BUSINESS

There was no other business to be discussed.

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 12:33 p.m.

MAYOR

ATTEST

CITY CLERK

**Sherman Economic Development Corporation
Work Program
2009-2010**

MISSION

Grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.

Goals to promote capital investment and jobs:

- A. Stimulate economic activity through business development and industry attraction.
- B. Develop, retain, and attract talent.
- C. Promote and enhance quality of place.

...

- A. Stimulate economic activity through business development and industry attraction.

Strategy 1: Raise the profile of SEDCO's economic development efforts both locally and regionally.

Actions:

- 1. Build consensus for a primary theme/message for marketing for Sherman.
- 2. Build awareness among Sherman's leadership and local residents.
- 3. Build awareness of Sherman throughout North Texas.

Strategy 2: Support locally-driven economic development opportunities.

Actions:

- 1. Continue to support the retention and expansion of existing businesses in Sherman.
- 2. Encourage the startup of new businesses in Sherman.

Strategy 3: Continue to support the development of infrastructure and sites to support industrial and economic development.

Actions:

- 1. Continue to support transportation infrastructure improvements and expansions.
- 2. Continue to plan for improvements and expansions of existing industrial areas.

B. Develop, retain, and attract talent.

Strategy 1: Leverage existing workforce development and other training assets serving Sherman and Grayson County.

Actions:

1. Coordinate economic and workforce development efforts.

Strategy 2: Strengthen Sherman's leadership.

Actions:

1. Raise awareness of issues and support for economic development among Sherman's existing leadership.
2. Enhance and expand leadership training programs and networking opportunities in Sherman.

Strategy 3: Support excellence in the public schools.

Actions:

1. Encourage the expansion of programs and course offerings in the public schools in support of Sherman's economic development efforts.
2. Enhance partnerships between Sherman ISD and area higher education institutions.

C. Promote and enhance quality of place.

Strategy 1: Continue to support revitalization and redevelopment activities occurring in downtown.

Actions:

1. Strengthen linkages between downtown and Austin College.
2. Support ongoing revitalization and redevelopment efforts throughout downtown and adjacent areas.
3. Support the establishment of an entertainment and arts district in downtown.

Strategy 2: Promote quality development throughout the community.

Actions:

1. Encourage a "streamlined permitting process" for desirable developments, including targeted industries.
2. Enhance the relationship with area real estate representatives.

**Sherman Economic Development Corporation
Budget**

October 1, 2009 / September 30, 2010

	Fiscal Year 2005-2006	Fiscal Year 2006-2007	Fiscal Year 2007-2008	Fiscal Year 2008-2009	Fiscal Year 2009-2010
Beginning Fund Balance	\$ 5,947,212	\$ 8,300,000	\$ 8,993,355	\$ 9,388,286	\$ 9,630,992
REVENUES					
Sales tax revenue	2,643,375	2,845,938	3,009,000	2,937,782	2,940,831
Other revenue	86,376			28,700	734,400
Interest	200,000	250,000	450,000	376,451	150,000
Total Revenue	\$ 2,929,751	\$ 3,095,938	\$ 3,459,000	\$ 3,341,943	\$ 3,825,231
EXPENSES					
Administrative					
Salaries	208,750	219,160	232,000	237,800	242,556
Taxes	18,645	17,370	18,477	18,950	19,750
Retirement/Insurance	81,788	88,100	93,000	88,500	88,000
Total Administrative Expenses	\$ 309,183	\$ 324,630	\$ 343,477	\$ 345,250	\$ 350,306
Percent of Revenue	10.55%	10.48%	9.93%	10.33%	9.16%
Operations					
Training	2,500	3,000	3,000	2,500	2,500
Dues/Fees	4,250	4,500	4,600	4,500	4,800
Auto	12,600	12,600	12,600	13,200	13,200
Office Supplies	7,000	7,700	7,700	7,700	7,700
Rent	32,200	30,000	30,000	30,000	30,000
Communications	9,000	11,000	11,500	11,500	11,500
Insurance	7,000	8,000	8,000	8,000	7,000
Maintenance & Repairs	1,000	3,000	3,000	2,500	2,500
Total Operating Expenses	\$ 76,550	\$ 79,800	\$ 80,300	\$ 79,500	\$ 78,500
Percent of Revenue	2.61%	2.58%	2.32%	2.38%	2.05%
Programs					
Luncheons/Meetings	5,500	7,500	8,000	8,000	8,000
Conferences	8,000	7,000	7,000	7,000	7,000
Relocation/Expansion	8,000	8,600	8,500	8,500	8,500
Marketing/Attraction	132,000	135,000	168,000	176,000	284,083
Contract Services	82,000	65,000	65,000	65,000	65,000
Total Program Expenses	\$ 210,500	\$ 221,000	\$ 251,500	\$ 262,500	\$ 380,583
Percent of Revenue	7.19%	7.14%	7.27%	7.83%	9.95%
Total Expenses (Admin-Oper-Prog)	\$ 595,133	\$ 625,430	\$ 675,277	\$ 687,250	\$ 809,389
Percent of Revenue	20.31%	20.20%	19.55%	20.57%	21.16%
Net Revenue/Loss	\$ 2,334,617	\$ 2,470,508	\$ 2,783,723	\$ 2,654,693	\$ 3,015,442
Incentive Payoffs (scheduled)	888,576	1,517,151	1,578,393	4,228,487	981,133
Land and Infrastructure	1,250,000	250,000	250,000	240,000	200,000
Capital Expenses	4,500	10,000	10,000	10,000	10,000
Debt Service (P&I)				281,544	281,544
Total Incentives/Inves/Capital Exp	\$ 2,143,076	\$ 1,777,151	\$ 1,838,393	\$ 4,760,031	\$ 1,472,677
Total Op & Incentive Expenses	\$ 2,734,211	\$ 2,402,581	\$ 2,614,670	\$ 5,418,681	\$ 2,882,466
Net Income (Loss)	\$ 195,640	\$ 693,355	\$ 944,330	\$ (2,106,718)	\$ 1,642,786
Ending Fund Balance	\$ 6,142,762	\$ 8,993,355	\$ 9,937,685	\$ 7,270,568	\$ 11,173,757
Reserved Fund Balance	\$ 5,992,752	\$ 6,608,000	\$ 6,608,000	\$ 6,603,784	\$ 6,218,400
Unreserved Fund Balance	\$ 150,000	\$ 2,487,355	\$ 3,431,685	\$ 675,784	\$ 2,957,357

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

YEAR IN REVIEW 2008-2009

This year SEDCO celebrated thirteen years of existence. SEDCO was officially created on April 8, 1996. During these past thirteen years our community has gone through some strong and weak economic times. We knew going in, that this year would be challenging, but no one predicted that the nation and the world would be in the grips of an economic recession unseen since the Great Depression. Despite these challenges, Sherman's economy has remained relatively strong.

One of the reasons our local economy has fared better than other parts of the country is our commitment to business development. Consistent with our goals to retain and expand primary employers, we met with Cooper B-Line, Tyson Fresh Meats, Texas Instruments, Clay Precision, Folgers, Progress Rail, Actitech, Sunny Delight Beverage Company, Fisher Controls and Presco Products. Those meetings produced valuable information and strengthened our relationships with these employers. As you know, retaining and expanding existing businesses is vital to the continuing social and economic health of Sherman.

Over the past year SEDCO staff negotiated agreements with four companies that will create 155 new full-time jobs in Sherman and Grayson County. These new employees will spend money locally that will benefit all local taxpayers. The staff attended two trade shows, mailed targeted marketing pieces to prospective companies, and worked with local and non-local real estate professionals to attract new employers to Sherman. Additionally, we have worked with our regional partners to promote economic development. This year we joined with the Denison Development Alliance and Grayson County to promote the North Texas Regional Airport, and Workforce Solutions Texoma on the "Texoma Hot Jobs" initiative. We also supported a request from Leadership Sherman for assistance on a new "Welcome to Sherman" sign.

This was the third year of our "Opportunity Recruiters" marketing campaign. The campaign is focused on luring businesses to Sherman for the opportunity to be successful. The campaign uses direct mail, trade journal advertising, the internet and trade shows to entice businesses to consider locating or expanding in Sherman. The response to the "Opportunity Recruiters" campaign has been positive. We expect more results in the future as we continue to spread the word about the opportunities that we have to offer in Sherman.

Recently, the Sherman City Council approved a new Comprehensive Plan that will be a guide for development, redevelopment, and community enhancement in Sherman and the surrounding area for the next 20 years and beyond. With this plan, Sherman will outpace most other communities of similar size across the State of Texas and the nation. We have made great gains over the past thirteen years. With a continued determination and a focus on creating a positive business climate we will ensure economic success for years to come.

STATE OF TEXAS

§

September 21, 2009

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on September 21, 2009.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR JOE SMITH.
COUNCIL MEMBERS HOWETH, SOFTLY, STEELE,
WACKER.

MEMBERS ABSENT: COUNCIL MEMBER ADAMI.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of September 8, 2009. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PROCLAMATION

"NATIONAL NIGHT OUT – TEXAS" – OCTOBER 6, 2009

Deputy Mayor Smith presented a proclamation to Tom Watt, Police Chief, designating October 6, 2009 as "National Night Out – Texas."

NATIONAL NIGHT
OUT – TEXAS
(OCT. 6, 2009)

Chief Watt thanked the City Council for the proclamation and invited everyone to attend the various block parties. At this time there are six different locations that will be celebrating the National Night Out – Texas.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5624 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.005, 13.06.086, 13.06.087, AND 13.06.088 TO INCREASE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5624
SOLID WASTE
FEES

No citizens appeared before the City Council to discuss Ordinance 5624.

The Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5624

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.005, 13.06.086, 13.06.087, AND 13.06.088 TO INCREASE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5624
SOLID WASTE
FEES**

Mayor Magers reiterated that the Solid Waste fee increase was a "pass through" and is strictly to cover the City's cost increase for the Texoma Area Solid Waste Authority's landfill rates. The City did not increase rates last year even though the TASWA rates were increased to the City. Mayor Magers also said as a representative to TASWA, he voted against the rate increase.

ACTION TAKEN.

Motion by Council Member Steele to approve Ordinance No. 5624, as presented. Second by Deputy Mayor Smith.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5619

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 2009; 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.

**ORD 5619
LEVY OF
AD VALOREM
TAXES**

Mayor Magers said the tax rate for 2009 is not changing. Deputy Mayor Smith said the increase is due primarily to new property on the tax rolls. Robby Hefton, Assistant City Manager/CFO, said three-fourths of the increase is due to new property added to the tax rolls and was not from a tax increase. Mayor Magers reiterated that the rate is not changing.

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance No. 5619, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Wacker moved to approve the Consent Agenda, as

CONSENT AGENDA

presented. Second by Council Member Softly. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5410 – RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2009-A (CITY OF SHERMAN PROJECT); APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2009-A (CITY OF SHERMAN PROJECT); APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY.
CONSENT AGENDA.

RES 5410
REVENUE BONDS
GTUA PROJECT

Mayor Magers asked Mr. Hefton to verify the rate that the City is receiving on the bond sale. Mr. Hefton said the City received a very favorable rate of 3.8% on the 20 year bond.

RESOLUTION NO. 5411 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH ASSOCIATED CONSTRUCTION PARTNERS, LTD. FOR WASTEWATER TREATMENT PLANT DIGESTER IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH ASSOCIATED CONSTRUCTION PARTNERS, LTD. FOR WASTEWATER TREATMENT PLANT DIGESTER IMPROVEMENTS.
CONSENT AGENDA.

RES 5411
GTUA PROJECT
FOR WWTP
DIGESTER

RESOLUTION NO. 5412 – ADOPTING A LONG-TERM DEBT GOVERNING POLICY FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A LONG-TERM DEBT GOVERNING POLICY FOR THE CITY OF SHERMAN.

RES 5412
DEBT POLICY

Mr. Hefton presented the proposed Long-Term Debt Policy to the City Council. There is one slight change from the previous draft of the Policy. The draft Policy included a cap on the issuance of Certificates of Obligation of 2% of the assessed valuation. The City's Charter limits the cap to 1%. Therefore the Policy was changed to comply with the Charter.

The staff will bring back a recommendation to amend the Charter with the new cap because the old cap was set many years ago when conditions were different.

Mayor Magers explained that the Debt Policy is one part of an attempt to boost the City's bond rating.

ACTION TAKEN.

Motion by Deputy Mayor Smith to approve Resolution No. 5412, as presented. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5413 – AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES SEIZED FOR DELINQUENT TAXES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES SEIZED FOR DELINQUENT TAXES.

CONSENT AGENDA.

RES 5413
RESALE OF
PROPERTIES SEIZED
FOR DELINQUENT
TAXES

RESOLUTION NO. 5414 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION, INC. TO CONSTRUCT THE SOLID WASTE TRANSFER STATION CONCRETE PAD AND RAMP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION, INC. TO CONSTRUCT THE SOLID WASTE TRANSFER STATION CONCRETE PAD AND RAMP.

CONSENT AGENDA.

RES 5414
SOLID WASTE
TRANSFER STATION

RESOLUTION NO. 5415 – AUTHORIZING THE PURCHASE OF A 2009 PIERCE AERIAL PLATFORM FIRE ENGINE AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2009 PIERCE AERIAL PLATFORM FIRE ENGINE AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

CONSENT AGENDA.

RES 5415
FIRE ENGINE

RESOLUTION NO. 5416 – AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR A STUDY OF THE EXISTING GRAYSON COUNTY JAIL TO BE PERFORMED BY WIGINTON HOOKER JEFFRY, PC ARCHITECTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR A STUDY OF THE EXISTING GRAYSON COUNTY JAIL TO BE PERFORMED BY WIGINTON HOOKER JEFFRY, PC ARCHITECTS.

RES 5416
GRAYSON COUNTY
JAIL FEASIBILITY
STUDY
(TABLED)

Mayor Magers said two weeks ago the Council voted unanimously to partner with Grayson County to fund a Downtown Study for the Jail. This morning the Commissioner's Court decided, on a four-to-one vote, not to move forward with the Interlocal Agreement.

Mayor Magers said the City Council feels they have a vested interest in keeping the Jail in Downtown Sherman. Sherman is the only City in Grayson County that pays to house their prisoners in that Jail. Sherman was asked to help pay for the Study and they agreed to pay 25% of the cost. The Sherman Economic Development Corporation also agreed to pay 25% of the cost. Both offers were rejected.

He added that the Commissioner's Court still advocates that the Jail is their responsibility. Mayor Magers recommended that Council Members table Resolution 5416 authorizing the Interlocal Agreement for the Study to send a message that the City is ready, willing, and able to help in the future, if and when they decide to move forward with the Study.

ACTION TAKEN.

Motion by Deputy Mayor Smith to table Resolution No. 5416. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

CHANGE ORDER NO. 1

TAYLOR STREET INTERSECTION PROJECT BETWEEN CROCKETT AND ALEXANDER; LYNN VESSELS CONSTRUCTION, LLC; \$10,643.21 INCREASE

The City Council approved Change Order No. 1 to Lynn Vessels Construction, LLC, for the Taylor Street Intersection Project between Crockett and Alexander Streets. The change order is a final closeout to adjust the final contract amount and results in an increase of \$10,643.21.

During reconstruction of the two intersections, additional work was necessary including the relocation of two water lines encountered in an unanticipated location, a design change to the handicap ramps, and an adjustment of material quantities in several areas.

The final contract price was \$208,458.36 and funds are available in the current Budget for the change order.

Council Member Steele asked what the overage was for. George Olson, City Manager, explained that during the project they found two water lines that were not identified and they changed the ADA ramps to meet the new standards. Council Member Steele verified that these were items for which the City wasn't prepared.

CONSENT AGENDA.

**CHANGE ORDER
TAYLOR ST.
INTERSECTION
PROJECT**

OTHER BUSINESS

RECEIVE PRESENTATION FROM SOLID WASTE SUPERINTENDENT AUBREY HENDERSON ON THE CITY OF SHERMAN'S RESIDENTIAL BULK TRASH COLLECTION PROGRAM

BULK TRASH PROGRAM

Jeff Miller, Director of Public Works, made the commitment at the Budget Work Shop earlier this year, to develop and implement a residential bulk trash collection program by October. That will happen.

He introduced Aubrey Henderson, Solid Waste Superintendent, and Michael Springer, Solid Waste Supervisor.

Mr. Henderson presented an overview of the proposed Residential Bulk Trash Collection Program. With the success of the Brush Collection Program that was instigated last year, the staff considered ways to help citizens dispose of bulky trash on a regular basis, which in turn keeps the City cleaner.

In FY 2007-2008, the City purchased two brush trucks with loaders to begin the Brush Collection Program. The trucks handle a greater capacity and allow one operator to perform the job.

Since the Brush Collection Program began in January 2009, the City has collected 17,000 cubic yards or 2,143 tons of brush. This brush has been ground and recycled, saving \$37,000 in landfill tipping fees.

On October 5, 2009 the City's Bulk Collection Program will begin and will provide once a month collection on the same schedule as the Brush Collection, which divides the City into four sections. Citizens should have their items ready for collection by 7 a.m. on their collection day and waste and brush must be separated. Two trucks will make the collections, one for brush and one for bulky items.

Small items must be bagged or boxed. Each residence can set out up to five cubic yards of waste per month. Tires, concrete, shingles, liquids, batteries, dirt, rock, and railroad crossties will not be picked up. Items containing Freon must be certified by a licensed company saying that the Freon has been removed. Both programs are for Sherman residents only.

Council Member Howeth said she recently went to the City's website to determine her scheduled week for the Brush Collection. She was concerned that the website was not user friendly and might need to be adjusted to make finding the information easier. She also wanted to be sure the program was advertised well.

Mr. Henderson added that with the current program the citizens can receive a 15-yard free pickup and have the Spring Clean-Up. With the new programs there is a combined brush and bulky trash pickup of up to 180 yards per year.

Mayor Magers said it is a great program and very valuable to the citizens. Council Member Softly added that the Solid Waste drivers do an excellent job.

RECEIVE BRIEFING FROM FIRE CHIEF JEFFREY J. JONES ON PROPOSED CHANGES TO CHAPTER 9 OF THE CODE OF ORDINANCES AND THE AUTHORIZED NUMBER OF POSITIONS IN THE FIRE DEPARTMENT

**FIRE DEPT.
POSITION CHANGES**

Mayor Magers said Jeff Jones, Fire Chief, serves on the Homeland Security Advisory Committee and he recently “found some money on the table to the tune of six figures” that can be used for activities by member Cities in the Committee. He thanked Chief Jones for his hard work and dedication on the Committee.

Chief Jones briefed the City Council on proposed changes he was recommending to the ordinance authorizing the number of positions in the Fire Department.

In a recent Civil Service test, 76 applicants showed up for an entry level firefighter position, which is an increase over the past several years. He felt part of this increase was due to changes in the requirements that have been made by the City Council such as eliminating the residency requirement from the firefighter entry level position, reducing the age requirement to 18, and creating pay steps within each rank.

Challenges still exist and the number of minority, female and Paramedic applicants need to be increased. During the FY 2009-2010 Budget Workshop, the staff proposed the addition of three new firefighters. This change will add one person per shift, allow the Department to maintain the 20 man minimum staffing with no reduction in the level of service, increase in-house training, and reduce overtime.

The City must update the Code of Ordinances to add these three additional positions. Members of the City staff met with a Civil Service Expert to review needed changes to the ordinance.

Currently the ordinance includes job descriptions and according to the Civil Service Expert, these need to be deleted from the ordinance and moved to the Standard Operating Procedures. As education requirements change and certifications become available, any change to the job descriptions must result in an amendment to the ordinance.

The ordinance also includes the use of assignment pay and outlines the departmental organization chart. Part of the ordinance has not been changed since 1991.

Chief Jones said that assignment pay can be used for positions within the same rank. He explained that there are some Captains that lead a shift and work 24 hours on and 48 hours off as the shift does. There are other Captains that serve as Staff Captains and are responsible for EMS, training, operations, or prevention.

These Captains are the same rank, but the Staff Captains receive assignment pay because they are working days rather than working shift. Civil Service allows this difference however it creates people with the same rank receiving a different annual pay.

Mayor Magers said when changes were originally made to the program, they were trying to reward the “hard chargers” with an incentive. Chief Jones said assignment pay is generally for those employees that contribute “above and beyond.” Assignment pay is used for the Klown Kompany, for the Tactical Medics, and the Technical Rescue Team.

Chief Jones said he currently has seven Captains. Four of those are Staff Captains and work Monday through Friday, 8 a.m. to 5 p.m. They receive a base pay, plus assignment pay for their annual total gross salary. The other three are Shift Captains who work 24 hours on and 48 hours off, just as their shift does.

The Civil Service Expert that reviewed the ordinance felt using assignment pay in this way “clouds” the fact that there are two Civil Service ranks receiving different pay.

Also, there are currently seven Captains that report directly to Chief Jones. The proposal is to update the number of authorized positions, move the job descriptions for both Police and Fire to Standard Operating Procedures, create a new Civil Service classification instead of the assignment pay, and will make the organizational chart more functional to better reflect how they actually operate.

The Staff Captains will receive a new annual gross salary base pay which is equal to their current base pay plus the assignment pay. This is no increase to the pay they currently receive.

Deputy Mayor Smith expressed concern that if the Staff Captain decided he didn’t want the extra duty, the City would be “locked into” the additional salary because it was now considered base pay. Chief Jones said the assignment is their current duty. If they decide they don’t want to do that job anymore, they return to a Shift Captain position at the lower salary.

The Shift Captain position will be renamed Battalion Chief, but will receive no increase in pay. Assignment pay will continue to be used for those “stellar” employees that serve on the Klown Kompany, the Tactical Medics, and the

Technical Rescue Team. Assignments to these positions change and the assignment pay will also change as people are reassigned.

These four Staff Captains will be directly accountable to Chief Jones and the Battalion Chiefs will be accountable to the Operations Staff Captain.

Chief Jones reiterated that there will be new titles but the pay for all Captains will remain the same. The organization will be different and there is a change in their accountability and responsibility. This plan will also include succession planning.

Mayor Magers reiterated that Chief Jones is proposing another level of executive leadership in the organization. George Olson, City Manager, added that Civil Service law requires that the City must test for those positions. Chief Jones said they will test for the Staff Captain positions and the four people currently holding those positions will have the opportunity to compete against the other Captains.

Mayor Magers said Chief Jones will go from seven to four Captains reporting directly to him. He asked what Chief Jones would do with the extra time. Chief Jones said his duties wouldn't change but the extra time would allow him to provide more long-range planning such as station locations, where the Fire Department will be in 2015, and the H1N1 pandemic. He added that it's not what more is he going to do, but what he's going to do better.

Mayor Magers said normally when levels of bureaucracy are added, in time those personnel costs also increase. He asked if Chief Jones saw personnel costs increasing over time with the new organizational chart. Chief Jones said he did not anticipate any additional personnel costs, and any change in personnel cost must be presented to and approved by this City Council. He said at some point, a salary survey may create some salary costs. Chief Jones said his plan is not to come back and say these guys need more money.

Chief Jones said on October 5, 2009 the staff will present two ordinances and one resolution for consideration. One ordinance deals with the number of assigned positions and the other is the assignment pay ordinance. The resolution will need to be amended because the positions are being renamed. There is no anticipated cost associated with this program change.

Mayor Magers and Deputy Mayor Smith discussed changes they originally made during the salary survey a few years ago. Some discussion concerned job duties versus job titles. For example, some Cities had Battalion Chiefs and some didn't. Chief Jones said the proposed changes "fix" that.

The duties, assignment, and title will now be consistent with the industry. Chief Jones reiterated that the proposed changes are not about a cost increase or a salary survey. They are about creating a level of management within the Department that should increase accountability and productivity.

Chief Jones said this change will also boost the morale of the officers. He described a current situation with Captain Gregg Loyd. Currently Captain Loyd cannot get into the National Fire Academy because of his title. The National Fire Academy does not allow people below the rank of Battalion Chief to enter the Academy.

He is a Captain, performing a management function, senior level staff position, and is denied an opportunity for an educational advancement within his career. These changes will help prevent that.

Mayor Magers also confirmed that the proposal will change the title of Driver to Engineer. The Lieutenant will become Captain. The Captain will become Battalion Chief and the level of Division Chief will be added. These titles will be consistent with the majority of other Fire Departments.

Council Member Steele confirmed that the three new positions will be one firefighter for each shift. He asked if the three new positions will be filled from the 76 applicants. He wanted to be sure this would actually reduce overtime and that the positions could be filled quickly.

Chief Jones said there were 76 applicants, however there were a high number that did not meet expectations. Ten of the applicants were Paramedics, and three of those are ready to go. One will start October 1 and the other two will start October 16. These are Firefighters/Paramedics and will be able to start on shift with minimal orientation.

For the other three, they have exhausted the number of Paramedics that meet the expectations, so the other two candidates will be EMTs and will start on October 16.

Chief Jones said he had a very clear mandate for overtime this next year, and they will maintain that. As of August 31, 2009, if September results are the same, personnel costs will be \$3,000 under budget. Council Member Steele verified that the three new positions are directly needed to reduce these overtime costs.

Chief Jones said the job descriptions for the Police Department will also be removed from the ordinance and placed in the Standard Operating Procedures.

Council Member Howeth asked if the Fire Department staff was aware of the proposed changes and if there were any anticipated problems. Chief Jones said they are aware and he did not anticipate any problems.

CITIZENS REQUESTS

CLARIFICATION ON FIRE DEPARTMENT CHANGES

Eugene Lund, 1815 Sandra Drive, questioned why the changes proposed by the Fire Chief needed approval from the Police Chief.

CLARIFICATION ON FIRE DEPARTMENT CHANGES

Mr. Olson said the ordinance in place is dictated by Civil Service and includes both the Fire Department and the Police Department. He said if the staff is removing job descriptions for the Fire Department, they will do the same for the Police Department.

Mr. Lund asked if this was a local ordinance requirement or if it was required by someone higher up. Council Member Wacker said all Civil Service employees fall under the same ordinance. Mr. Lund verified that both Chiefs work for the City Manager. He asked why the Fire Chief had to get approval from the Police Chief and visa versa. Mr. Olson said that was not the case.

Mayor Magers reiterated that both Departments' job descriptions will move from the ordinance to the Standard Operating Procedures. Therefore the "cleaning up" will be equal in both the Fire Department and the Police Department.

Mr. Olson said job descriptions for all Civil Service positions are currently included in the same ordinance. When the process was began to review the ordinance, the Civil Service Expert said job descriptions did not need to be included in the ordinance and should be moved to the Standard Operating Procedures. Then the job descriptions can be changed without formally amending the ordinance. Mayor Magers added that this change is being made for both Departments.

Mr. Lund said he recalled that at one point, one Paramedic position and one ambulance were deleted. He asked if that had been resolved.

Council Member Wacker said that was only discussed during the Budget Work Session, but no changes were ever made. Mr. Olson added that it was left to management to manage the overtime.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

LIBRARY BOARD (3)

LIBRARY BOARD

ACTION TAKEN.

Motion by Council Member Wacker to reappoint Kate Whitfield and Mib Garrard, to the Library Board for a term from September 30, 2009 to September 30, 2012.

Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

**RED RIVER GROUNDWATER CONSERVATION DISTRICT
BOARD OF DIRECTORS (2)**

ACTION TAKEN.

Motion by Deputy Mayor Smith to appoint George Olson to the Red River Groundwater Conservation District Board of Directors for a term from September 22, 2009 to September 30, 2011 and to appoint David Gattis for a term from September 22, 2009 to September 30, 2013. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

**RED RIVER
GROUNDWATER
CONSERVATION
DISTRICT**

Deputy Mayor Smith asked for an explanation of the Red River Groundwater Conservation District. Mr. Olson explained that Grayson and Fannin Counties have combined with Legislation that created the Red River Groundwater Conservation District.

Grayson County has four appointments, two from Sherman, one from the small municipalities, and one from the small water producers. Fannin County has three appointments, one from the County Commissioners, one from the small municipalities, and one from the small water producers.

The new Conservation District was created to protect the groundwater supply and keep the aquifers from being abused. The Board will establish rules, guidelines, and fees to protect the groundwater.

Mayor Magers said that the City of Sherman has worked for years to reduce their reliance on groundwater however the creation of the Board was mandated by the State. Representatives of Grayson and Fannin Counties worked hard to create this District and they want to make sure the "job gets done right."

Mayor Magers thanked Mr. Olson and David Gattis for agreeing to serve on the Red River Groundwater Conservation District Board of Directors.

COUNCIL COMMENTS

LIVESTOCK IN RESIDENTIAL AREA

Council Member Howeth said she has been contacted by several citizens who are concerned about livestock allowed to live in the residential areas of Sherman. She said she is

**LIVESTOCK IN
RESIDENTIAL
AREAS**

not talking about the open land, but about actual neighborhoods where chickens, cows, goats, and sheep are allowed to live.

She was concerned about the situation and asked the staff to review whether or not the ordinances needed to be clarified. Currently the ordinance only bans pot-bellied pigs and jackasses.

LOSS OF GREAT CITIZEN

Council Member Steele addressed the church bells that were heard earlier in the Meeting adding that Sherman lost a great citizen, a great man, and a great community leader with the passing of Dr. Geer McKee. He asked that his family be kept in our prayers.

LOSS OF GREAT CITIZEN

ARTS FESTIVAL

Deputy Mayor Smith said Arts Festival was held on Saturday and was very good. Council Member Wacker added her thanks to the City staff for their hard work. Mayor Magers said the volunteers and City staff work hard to hold the Arts Festival and the hard work is appreciated.

ARTS FESTIVAL

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

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

EXECUTIVE SESSION

SECTION 551.072

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

SECTION 551.074

PERSONNEL MATTERS:
CONSIDER THE
QUALIFICATIONS, APPOINTMENT
OR REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:
TRI-COUNTY SENIOR UNTRITION
BOARD OF DIRECTORS (1)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:07 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:20 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS**

TRI-COUNTY SENIOR NUTRITION BOARD OF DIRECTORS

(1)

ACTION TAKEN.

Motion by Council Member Wacker to reappoint Phyllis Hicks to the Tri-County Senior Nutrition Board of Directors for a term from September 30, 2009 to September 30, 2010. Second by Deputy Mayor Smith.

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:21 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Bulk Waste Program



Bulk Waste Program

- Start October 5th, 2009
- Collection once a month.
- Collection broken down into sections beginning on Mondays.
- Schedule same as brush pickup.
- Example, Southeast first Monday of the month. Then proceeding counter clockwise.

Program Guidelines

- At the curb by 7am of your collection day.
- Waste and Brush MUST be **separated**
- Small items must be bagged or boxed.
- 5 cubic yards waste per month
- Must be free from obstructions –If you have ?'s please call 903-892-7261.

Program Guidelines

- One trip down each street
- No collection from alleyways
- Tires, concrete, shingles, liquids, batteries, dirt, rock and railroad crossties not allowed
- Items containing Freon
- Sherman Residents ONLY

Promotions

- Flyers placed at City Clerks office, Library & Utility billing office.
- Flyers handed out at Sherman Arts Fest.
- Posted on Website, Message on Utility Bill
- Newspaper and Television

Moving Forward



Applicants

January 2005	45
January 2006	35
March 2007	32
November 2008	22
September 2009	76

Recruitment Challenges

- Increase the number of minority applicants
- Increase the number of female applicants
- Increase the number of Paramedic applicants

2009 - 2010

- Add 3 New Firefighters
 - One per Shift
 - Maintain 20 Man Minimum
 - Maintain Level of Service
 - Increase Training
 - Reduce Overtime

Chapter 9 of our Code of Ordinances
authorizes positions

Input and Review

- Director of Human Resources
- Civil Service Commission
- Civil Service Expert
- City Attorney
- Police Chief
- Fire Chief

- City Manager

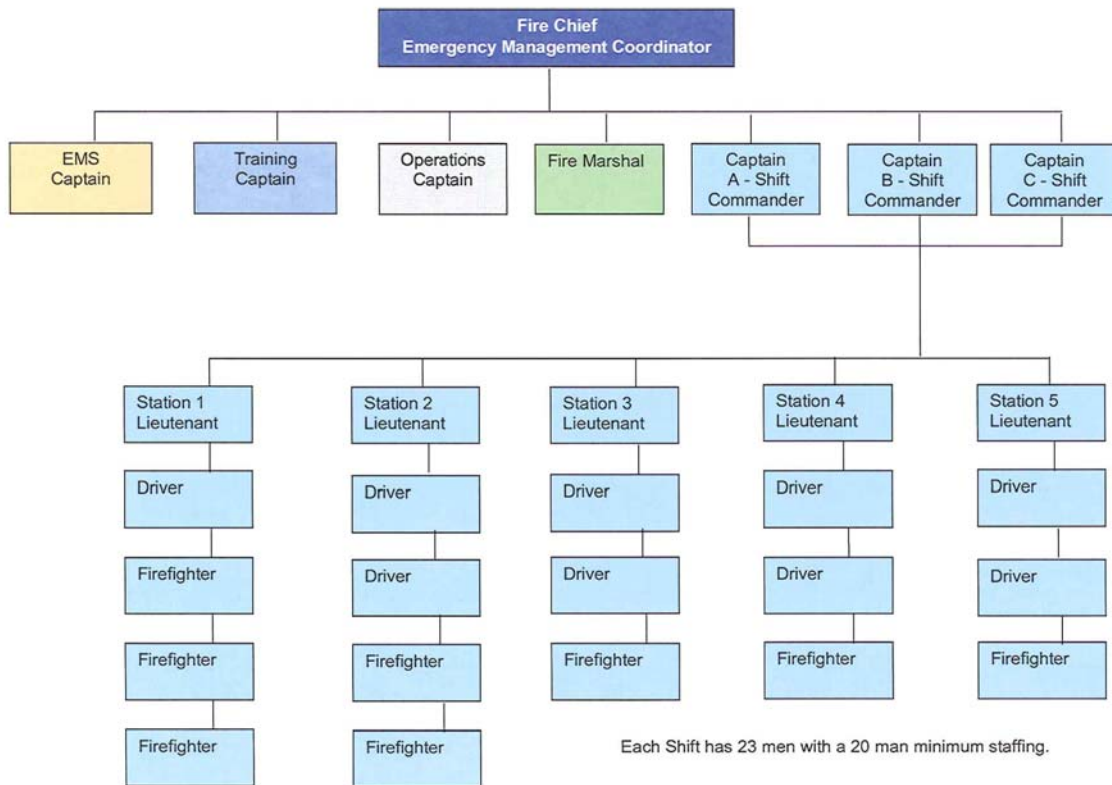
Issues

- Authorized number of positions
- Ordinance includes Job Descriptions
- Assignment Pay for Certain Positions
- Outdated Department Organizational Chart

Staff Captain		Shift Captain	
Base Pay	= \$52,530.00	Base Pay	= \$52,530.00
Assignment	= \$ 4,800.00		
Total Annual Gross = \$ 57,330.00		Total Annual Gross = \$ 52,530.00	

Similar Rank with Different Pay

Sherman Fire Department
Current Organizational Chart



Our Recommendations

- Update the Number of Authorized Positions
- Move Job Descriptions to (SOP)
- Create new Civil Service Classification
 - In place of Assignment pay

Update Organizational Chart

- Provides a Clear Chain of Command
- Separates the Management Team of the Fire Department from Line Personnel
- Succession Planning
- Consistent with direction from City Manager

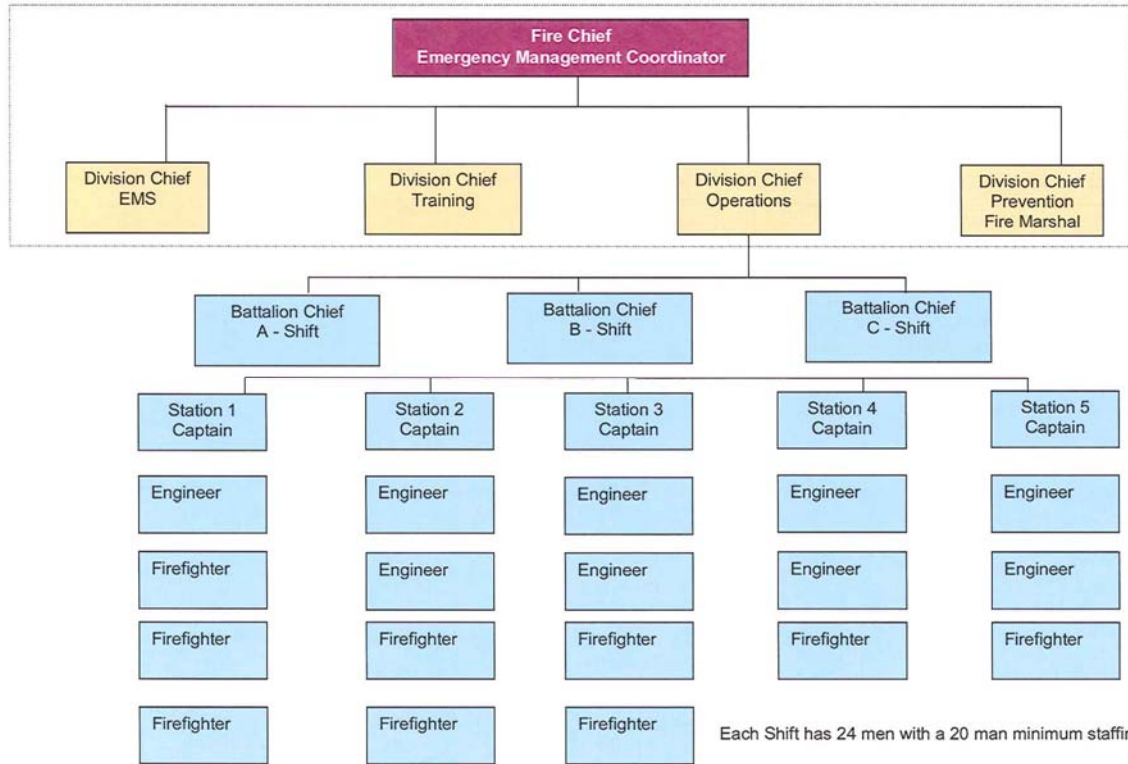
CURRENT

Staff Captain			Shift Captain	
Base Pay	= \$52,530.00	$\neq$	Base Pay	= \$52,530.00
Assignment	= \$ 4,800.00			
Total Annual Gross = \$ 57,330.00			Total Annual Gross = \$ 52,530.00	

PROPOSED

Staff Captain			New Classification	
Base Pay	= \$52,530.00	=	Base Pay	= \$57,330.00
Assignment	= \$ 4,800.00			
Total Annual Gross = \$ 57,330.00			Total Annual Gross = \$ 57,330.00	

Sherman Fire Department Organizational Chart



October 5th Recommendations

- Amend our Code of Ordinance
 - Number of Positions
 - Assignment Pay
- Amend Resolution - Steps within each position

Summary

- **No Cost**
- **Job Descriptions moved to SOPs**
- **Optimize Span of Control**
- **Increase Accountability of Senior Staff**
- **Efficiency of Ordinance**
- **Improved Morale**
- **Succession Planning**
- **Clear Career Path**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. A.5

PROCLAMATION

“Fire Prevention Month” – October 2009

Issue

To present a proclamation designating October 2009 as “Fire Prevention Month”

Background

Each year, October is designated as “National Fire Prevention Month” to remind everyone of the importance of fire safety and prevention and to make them aware of the importance of planning and practicing fire escape plans.

Origination

The request originated with the Fire Department.

Financial Consideration

There is no financial consideration.

Staff Recommendation

It is the recommendation of the staff to present a proclamation designating October 2009 as “Fire Prevention Month” in the City of Sherman.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation designating October 2009 as “Fire Prevention Month” in Sherman is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager



Proclamation

WHEREAS, the City of Sherman, Texas is committed to ensuring the safety and security of all those living in and visiting our City, and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire, and

WHEREAS, the goal of Fire Prevention Month 2009 is to reduce the number of burn injuries by reminding us all "Stay Smart! Don't Get Burned," and

WHEREAS, the Sherman Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, and

WHEREAS, Sherman residents are responsible to public education measures and are able to take personal steps to increase their safety from fire especially in their homes, and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire.

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

FIRE PREVENTION MONTH

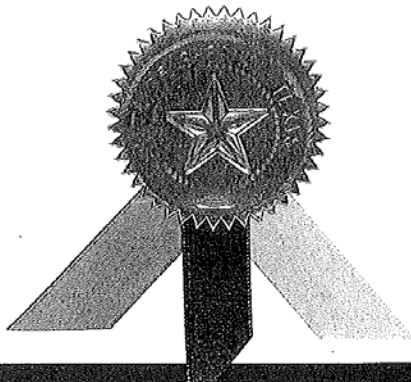
in the City of Sherman and encourage all citizens to protect their homes and families by taking the steps needed to prevent home fires as well as making and practicing a home escape plan.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 5th day of October, 2009.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. A.6

SPECIAL PRESENTATION

Announcing the Winner of the Second Annual “Sherman Today” Photo Contest

Issue

Traci L. Carlson, President of the Sherman Chamber of Commerce, has requested this special presentation to announce the winner of the second annual “Sherman Today” photo contest

Background

The editorial staff of “Sherman Today” sponsored its second annual photo contest in the Summer 2009 issue. The contest required participants to be Sherman residents and pictures to portray some aspect of the quality of life we have in Sherman. Residents were permitted one entry each; and the deadline for entries was July 24, 2009. All entries were voted upon by the editorial committee; and the winning picture is to be published in the Fall issue of “Sherman Today”, with full credits going to the photographer. The picture is to be framed and hung in City Hall, along with a plaque with the author’s name and date. The framed picture will hang in City Hall until the next “Sherman Today” photo contest.

Origination

Traci L. Carlson, President of the Sherman Chamber of Commerce

Prepared and Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5623

**Amending Chapter 11 of the Code of Ordinances, entitled “Hotel Occupancy Tax”,
at Section 11.03.008, entitled “Penalties for Violation”; Adding New Section 11.03.009
to be Entitled “Keeping and Preserving of Records”; Adding New Section 11.03.010
to be Entitled “Registration of Hotel Operators”**

Issue

To enforce the Hotel Occupancy Tax code provisions, the City would have to spend significant time and resources to bring legal action against a delinquent hotel operator. In addition, the hotels are currently not required to register with the City or to retain records.

Background

Hotel operators are required to remit the City’s portion of the hotel occupancy tax directly to the City each quarter along with a hotel occupancy tax report. Under the current code provisions, the City must seek legal action or impose criminal penalties as a means of enforcement. Additionally, to identify the owners and management of the hotel, the staff uses the hotel occupancy tax reports, the Texas Comptroller’s website, and other Internet websites as needed. The current code provisions also do not require the hotel to keep adequate records for a hotel tax audit even though the City is permitted to audit the records. The proposed ordinance provides for stricter penalties, requires the hotel operator to maintain and preserve records, and requires the same to register as a hotel tax collector. Failure to comply results in penalties as set forth in Section 1.01.009 of the Code of Ordinances (copy attached).

Origination

Finance Department

Financial Consideration

Hotel occupancy tax revenue contributes about \$500,000 annually to the City’s budget. These funds are the sole source of revenue for our Tourism Department and related functions. In enforcing the proposed ordinance, outside counsel might be required for legal action; and, even though these costs would be passed on to the hotel operator, the collection of legal fees from potentially financially troubled hotels might prove difficult.

Staff Recommendation

Staff recommends adoption of the proposed ordinance.

Alternatives

The City Council could deny the amendments and additions to the City’s Code of Ordinances.

Attachments

Ordinance No. 5623; Section 1.01.009 of the City Code; Hotel Registration Form

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5623

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES, ENTITLED "HOTEL OCCUPANCY TAX", AT SECTION 11.03.008, ENTITLED "PENALTIES FOR VIOLATION"; ADDING NEW SECTION 11.03.009 TO BE ENTITLED "KEEPING AND PRESERVING OF RECORDS"; ADDING NEW SECTION 11.03.010 TO BE ENTITLED "REGISTRATION OF HOTEL OPERATORS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 11, Article 11.03, Section 11.03.008 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 11.03.008 Penalties for violation

(a) If any person shall fail to collect the tax imposed in this article, or shall fail to file a report as required herein, or shall fail to pay to the tax collector the tax as imposed herein when such report for payment is due, or shall file a false report, then such person shall be punished under the criminal misdemeanor laws as provided in section 1.01.009. *Each day such report shall not be filed and/or said tax not paid beyond the time as herein provided for payment shall constitute a separate and distinct violation of this Code and may be punished by a fine up to the maximum amount permitted by law.*

(b) ~~In addition such~~ Such person who fails to remit the tax imposed by this article within the time required shall be liable to the city as provided by law to include enjoining the person from operating the hotel while the tax remains unpaid, collecting a fifteen-percent penalty of the total amount of tax owed, and reasonable attorney fees. Delinquent taxes shall draw interest at the maximum rate allowed by law. *No payment for a subsequent period shall be collected until all prior delinquent taxes, penalties and interest have been paid in full.*

SECTION 2. That Chapter 11, Article 11.03 of the Code of Ordinances of the City of Sherman, Texas, shall be amended to include new Section 11.03.009, such section to read as follows:

Section 11.03.009 *Keeping and Preserving of Records*

Each hotel operator shall keep complete and accurate records of taxable sales and of charges, together with a record of the tax collected thereon, and shall keep all invoices and other pertinent documents in such form as the taxing authority may require. Such records and other documents shall be preserved for a period of not less than three (3) years, unless the taxing authority shall consent in writing to their destruction within that period or shall require that they be kept for a longer period. Such records shall be made available to the taxing authority upon demand in writing within a reasonable period of time. Failure to maintain the required records shall result in penalties punished under the criminal misdemeanor laws as provided in section 1.01.009.

SECTION 3. That Chapter 11, Article 11.03 of the Code of Ordinances of the City of Sherman, Texas, shall be amended to include new Section 11.03.010, such section to read as follows:

Section 11.03.010 *Registration of Hotel Operators*

Each hotel operator shall register as a hotel tax collector within thirty (30) days after commencing such business. Registration shall be made upon forms furnished to the operator by the city. Information supplied on the registration form shall be updated within thirty (30) days of any change or alteration thereof upon registration forms supplied by the city. Failure to update registration shall result in penalties punished under the criminal misdemeanor laws as provided in section 1.01.009.

SECTION 4. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ARTICLE 1.01 CODE OF ORDINANCES

Sec. 1.01.009 General penalty for violations of code; continuing violations

Whenever in this code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provisions of this code or any such ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00). However, a fine or penalty for the violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation including the dumping of refuse may not exceed two thousand dollars (\$2,000.00); provided, however, that no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state. Each day any violation of this code or of any ordinance shall continue shall constitute a separate offense. In the event that any such violation is designated as a nuisance under the provisions of this code, such nuisance may be summarily abated by the city. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

CITY OF SHERMAN
FINANCE DEPARTMENT
REGISTRATION FORM
HOTEL OCCUPANCY TAX

PLEASE RETURN THIS FORM TO:

City of Sherman
Finance Department
405 North Rusk Phone: 903-892-7309
P.O. Box 1106 Fax: 903-891-0255
Sherman, TX 75091-1106

Registration Date:

[] First time registration w/City of Sherman

[] Renewal/Update Registration

(One business entity/person per form, please. Form can be reproduced if needed)

HOTEL AGENCY OR PERSON INFORMATION (BUSINESS):

Trade name of your business (Actual name under which you operate)

Business phone (Area code & no.)

Physical Address (Use street address - Not P. O. Box)

() -

Sherman, Texas

Zip Code: _____

Type of Operation:

(Hotel, Motel, Inn, Bed and Breakfast, Other)

Enter the date you began operation of this hotel/motel. (Month, day, year) / /

Enter the number of rentable rooms in this hotel/motel..... [] Permanent [] Transit [] Both

Average Charge per room..... \$ _____

Do you own or rent/lease the real property at this location?..... [] Owner [] Rent
[] Lease

If you rent or lease the real property, enter the property owner's name and address:

Property owner's name:

Property owner's address:

Form of Ownership:

[] Sole Proprietorship [] Corporation [] Company [] Association(LP)

[] Partnership [] Foreign corporation [] Trust [] Other:

Texas Corporation- Charter No.:

Charter Date: / /

If Corporation, Agent of Record Name and Contact Information:

Limited Partnership: Home State:

Identification No.: _____

Federal Employer Identification (FEI) No. _____

Drivers License No. if you are the sole owner: _____

HOTEL OWNER INFORMATION:		
Hotel Owner's Legal Name:	_____	
Hotel Owner's Mailing Address:	_____	
City:	State:	Zip: _____
Hotel Owner's Telephone No.(s):	() Business	() Home

HOTEL AGENCY OR PERSON (RECORDS):		
Location of Accounting Records: _____		
Description of Records: (Source documents, summary reports) _____		
Is accounting/bookkeeping function performed in-house? Yes [] No []		
If No, please provide information on company/person providing accounting/bookkeeping function.		
(Company Name and/ or Person) _____		
Contact Person and Telephone Number (Please include area code and extension information) _____		
(Address/City/State/Zip) _____		
Are records maintained manually or computerized? Manual [] Computerized []		
Person(s) to contact if agency/person is selected for audit:		
Name _____	Title _____	() Telephone No. _____
Name _____	Title _____	() Telephone No. _____

HOTEL AGENCY PREDECESSOR INFORMATION:	
If you purchased an existing business or business assets, complete the following questions.	
(If known, Former Owner's)	
Trade Name of Former Owner _____	Federal Tax No. _____
Legal Name of Former Owner _____	State Tax No. _____
Address of Former Owner _____	Drivers License# _____
Phone No. () _____	
I declare that the information contained in this document and any attachments is true and correct to the best of my knowledge.	
Signature: _____	Date: / /
Authorized Representative/Title	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5625

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of "Positions", to Amend the Number of Authorized Positions in the Fire and Police Departments, and at Section 9.05.027, entitled "Positions, Classes, Duties and Specifications Enumerated", to Provide that Department Heads within the Fire and Police Departments Shall Adopt Class Specifications for Positions in the Firemen's and Policemen's Classified Service

Issue

The City Council is required by state law to establish by ordinance the job titles and number of positions in each rank for members of the classified service in the City's Fire and Police Departments.

Background

At the last meeting of September 21, 2009, the City Council received a presentation on proposed staffing and organizational changes in the Fire Department as follows: (1) change the job title of three Fire Shift Captains to Battalion Chief; (2) change the job title of the remaining three Captains and the Fire Marshal to Division Chief; (3) change the job title of fifteen Lieutenants to Captain; and (4) change the job title of the twenty-seven Drivers to Engineer. During the 2009-2010 Budget Workshop, the City Council authorized the addition of three entry-level fire fighters in the Fire Department. In order to implement the changes in job titles and avoid issues with civil service, the changes need to be implemented in a "stair step" fashion, which is the reason why the timing of the changes is in intervals on the same day. The job descriptions for all of the classified positions have been eliminated from the Code as it is not necessary for the City Council to approve them.

Origination

Fire Chief Jones, Police Chief Watt, and Civil Service Director/HR Administrator Blackwell

Financial Consideration

Funds were appropriated in the 2009-2010 budget for the addition of three entry-level fire fighters. The rank of Division Chief will be funded through the elimination of assignment pay as is presently authorized for the Captains assigned to EMS, Training and Operations.

Staff Recommendation

Staff recommends approval of the proposed ordinance.

Alternatives

The City Council could choose not to approve this ordinance, leaving unchanged the fire and police pay and staffing adopted on November 5, 2007 through Ordinance No.5495.

Attachments

Ordinance No. 5625

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

ORDINANCE NO. 5625

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

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

SECTION 1. That Section 9.05.026 of the Code of Ordinances of the City of Sherman, Texas, be amended so that such section shall read as follows:

Sec. 9.05.026 Authorized number of positions

The number of positions for each ~~department~~ *job title in the Fire and Police Departments* are set forth below in order of ranking:

(1) Fire Department

<u>Title</u>	<u>No. Positions</u>
Firefighter	24 27
Driver	27
Engineer	27
Lieutenant	15
Captain	6 15
Battalion Chief	3
Division Chief	4
Fire marshal	1
Fire Chief	1

(2) Police Department

<u>Title</u>	<u>No. Positions</u>
Patrolman	47
Corporal	6
Sergeant	8
Lieutenant	4
Captain	2
Chief	1

SECTION 2. That Section 9.05.027 of the Code of Ordinances of the City of Sherman, Texas, be amended so that such section shall read as follows:

Sec. 9.05.027 Positions, classes, duties and specifications enumerated

(a) The said positions for each department are set forth below:

FIRE DEPARTMENT

Class Title

Firefighter
~~Driver Engineer~~
~~Lieutenant Captain~~
~~Captain Battalion Chief~~
~~Fire marshal Division Chief~~
Fire Chief

POLICE DEPARTMENT

Class Title

Patrolman
Corporal
Sergeant
Lieutenant
Captain
Police Chief

(b) ~~Classes, duties and specifications: Class specification for each class of position. The classes of positions listed hereinafter are hereby established in the classified service of the city; and the class specifications hereinafter set forth are hereby declared to be the official statement of the duties, responsibilities and requirements of each class:~~

~~(1) Class specifications for positions in the fireman's classified service.~~

~~(A) Class title: Firefighter.~~

~~(i) Distinguishing features of work. The fundamental reason this classification exists is to perform general fire duty work in fire suppression, prevention, and rescue activities to protect life, property and the environment, and to provide emergency medical services.~~

~~(ii) Illustrative examples of work.~~

~~(aa) Responds to emergencies with assigned company to extinguish and control fires; lay and connect hose lines, hold nozzles and direct water streams; utilize portable fire~~

~~extinguishers, bars, hooks, lines and other equipment; raise ladders; ventilate fire to release heat and smoke; overhaul fire scene to prevent rekindling; perform rescue work and render emergency medical aid; performs salvage and overhaul work.~~

~~(bb) — Participates in fire training drills and attends classes in firefighting, disaster response, hydraulics, emergency medical/first aid treatment, fire equipment construction and operation, and other areas of fire science.~~

~~(cc) — Performs rescue operations, both fire and nonfire, providing emergency medical services and attending to the public under extreme stress conditions involving trauma, suffering and personal tragedy.~~

~~(dd) — Services and operates all department equipment and apparatus; inspects, washes, hangs and dries hose; cleans, polishes and tests trucks, ladders, and auxiliary equipment and apparatus.~~

~~(ee) — Performs general maintenance work to fire department buildings, grounds and equipment; cleans and washes walls, floors and windows; cleans, polishes and tests equipment and other related tasks to assure that the facilities are presentable to the public and that fire suppression equipment and apparatus is in a constant state of readiness.~~

~~(ff) — Performs fire prevention inspections of commercial and residential buildings; check for fire hazards; seek abatement of hazards through education and demonstration; test fire hydrants.~~

~~(gg) — Drives ambulance and administers emergency medical aid within certification level; prepares medical incident reports.~~

~~(hh) — Utilizes advanced medical equipment and monitors in the course of emergency medical treatment; assess patient condition and initiates treatment; initiates IV lifelines; intubates, defibrillates and administers drips and medications as directed.~~

~~(ii) — Participates in apparatus maintenance, testing and inventory control.~~

~~(jj) — Participates in physical fitness activities to assure physical readiness to participate in emergency operations.~~

~~(kk) — Provides tours of the facilities to the public and school children.~~

~~(ll) — Prepares a variety of related fire and emergency reports and equipment records as assigned.~~

~~(mm) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work:~~

~~(aa) — Knowledge of modern principles, practices and techniques relative to fire suppression, fire prevention, fire safety, and advanced first aid.~~

~~(bb) — Knowledge of firefighting equipment, tools and machinery, including trucks, engines, ladders, hoses, and other heavy-duty firefighting apparatus.~~

~~(cc) — Knowledge of fire salvage operations and methods.~~

~~(dd) — Knowledge of state and local traffic laws and ordinances involving emergency vehicle operation.~~

~~(ee) — Knowledge of properties of hazardous chemicals and material data sheets concerning such information relative to chemicals.~~

~~(ff) — Knowledge of fire hazards and the related prevention and abatement methods.~~

~~(gg) — Knowledge of safe work practices and procedures.~~

~~(hh) — Ability to maintain an acceptable knowledge level by participating in hands-on training and by studying department procedure manual, nationally recognized fire service books, EMS protocols, emergency medical textbooks, and other material as approved by the training officer and EMS coordinator.~~

~~(ii) — Ability to receive instructions and accomplish duties in accordance with established standard operating guidelines and nationally recognized good practices.~~

~~(jj) — Ability to follow verbal and written instructions.~~

~~(kk) — Ability to read and write the English language.~~

~~(ll) — Ability to respond to fire alarms and extinguish structural, automotive, chemical, aircraft, forest and other fires.~~

~~(mm) — Ability to safely operate fire vehicles, ambulances equipment and apparatus.~~

~~(nn) — Ability to perform advanced emergency medical techniques as necessary.~~

~~(oo) — Ability to determine appropriate action within clearly defined guidelines.~~

~~(pp) — Ability to set up and operate pumps, hoses and related hydraulic equipment at fire scenes;~~

~~(qq) — Triage victims and provide appropriate medical treatment in emergency situations.~~

~~(rr) — Ability to maintain records and prepare reports.~~

~~(ss) — Ability to establish and maintain cooperative and effective working relationships with others.~~

~~(tt) — Ability to physically perform all essential job functions of a firefighter as outlined in NFPA 1582.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must possess a basic firefighter certification from the state commission on fire protection personnel standards and education.~~

~~(cc) — Must possess certification as an “EMT basic” from the department of state health services.~~

~~(dd) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(B) — Class title: Driver.~~

~~(i) — Distinguishing features of work. — The primary reason this classification exists is to perform duties related to the safe operation of all fire/rescue equipment, apparatus, and emergency medical vehicles. Incumbents in this classification also perform general fire duty work in fire suppression, prevention, and rescue activities to protect life, property and the environment, and to provide emergency medical services.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Drives and operates all department aid or rescue vehicles as qualified and appropriate to the scene of the incident.~~

~~(bb) — Performs daily equipment tests and upkeep tasks to keep all equipment and apparatus in state of readiness for emergencies; performs routine equipment maintenance, such as checking fluids, hoses, and air pressure, and making corrections.~~

~~(cc) — Responds to emergencies with assigned company to extinguish and control fires; lay and connect hose lines, hold nozzles and direct water streams; utilize portable fire~~

~~extinguishers, bars, hooks, lines and other equipment; raise ladders; ventilate fire to release heat and smoke; overhaul fire scene to prevent rekindling; perform rescue work and render emergency medical aid; performs salvage and overhaul work.~~

~~(dd) — Participates in fire training drills and attends classes in firefighting, disaster response, hydraulics, emergency medical/first aid treatment, fire equipment construction and operation, and other areas of fire science.~~

~~(ee) — Performs rescue operations, both fire and nonfire, providing emergency medical services and attending to the public under extreme stress conditions involving trauma, suffering and personal tragedy.~~

~~(ff) — Services and operates all department equipment and apparatus; inspects, washes, hangs and dries hose; cleans, polishes and tests trucks, ladders, and auxiliary equipment and apparatus.~~

~~(gg) — Performs general maintenance work to fire department buildings, grounds and equipment; cleans and washes walls, floors and windows; cleans, polishes and tests equipment and other related tasks to assure that the facilities are presentable to the public and that fire suppression equipment and apparatus is in a constant state of readiness.~~

~~(hh) — Performs fire prevention inspections of commercial and residential buildings; check for fire hazards; seek abatement of hazards through education and demonstration; test fire hydrants.~~

~~(ii) — Utilizes advanced medical equipment and monitors in the course of emergency medical treatment; assess patient condition and initiate treatment; initiate IV lifelines; intubate, defibrillate and administer drips and medications as directed.~~

~~(jj) — Participates in physical fitness activities to assure physical readiness to participate in emergency operations.~~

~~(kk) — Provides tours of the facilities to the public and school children.~~

~~(ll) — Prepares a variety of related fire and emergency reports and equipment records as assigned.~~

~~(mm) — Performs other related duties as assigned.~~

(iii) — Requirements of work:

(aa) — ~~Knowledge of modern principles, practices and techniques relative to fire suppression, fire prevention, fire safety, and advanced first aid.~~

(bb) — ~~Knowledge of firefighting equipment, tools and machinery, including trucks, engines, ladders, hoses, and other heavy-duty firefighting apparatus.~~

(cc) — ~~Knowledge of fire salvage operations and methods.~~

(dd) — ~~Knowledge of state and local traffic laws and ordinances involving emergency vehicle operation.~~

(ee) — ~~Knowledge of properties of hazardous chemicals and material data sheets concerning such information relative to chemicals.~~

(ff) — ~~Knowledge of fire hazards and the related prevention and abatement methods.~~

(gg) — ~~Knowledge of safe work practices and procedures.~~

(hh) — ~~Ability to maintain an acceptable knowledge level by participating in hands-on training and by studying department procedure manual, nationally recognized fire service books, EMS protocols, emergency medical textbooks, and other material as approved by the training officer and EMS coordinator.~~

(ii) — ~~Ability to receive instructions and accomplish duties in accordance with established standard operating guidelines and nationally recognized good practices.~~

(jj) — ~~Ability to follow verbal and written instructions.~~

(kk) — ~~Ability to read and write the English language.~~

(ll) — ~~Ability to respond to fire alarms and extinguish structural, automotive, chemical, aircraft, forest and other fires.~~

(mm) — ~~Ability to safely operate fire vehicles, ambulances equipment and apparatus.~~

(nn) — ~~Ability to perform advanced emergency medical techniques as necessary.~~

(oo) — ~~Ability to determine appropriate action within clearly defined guidelines.~~

~~(pp) — Ability to set up and operate pumps, hoses and related hydraulic equipment at fire scenes.~~

~~(qq) — Triage victims and provide appropriate medical treatment in emergency situations.~~

~~(rr) — Ability to maintain records and prepare reports.~~

~~(ss) — Ability to establish and maintain cooperative and effective working relationships with others.~~

~~(tt) — Ability to physically perform all essential job functions of a firefighter as outlined in NFPA 1582.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must possess a basic firefighter certification from the state commission on fire protection personnel standards and education.~~

~~(cc) — Must possess certification as an “EMT basic” from the department of state health services.~~

~~(dd) — Must attend state commission on fire protection personnel standards and education driver/operator certification course within two (2) years from date of promotion to *driver engineer*.~~

~~(ee) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(C) — Class title: Lieutenant.~~

~~(i) — Distinguishing features of work. — The primary reason this classification exists is to perform professional and supervisory work in directing the firefighting operations at the scene of fires and disasters, and the performance of general duty firefighter work on an assigned shift. Incumbents in this classification also perform general fire duty work in fire suppression, prevention, and rescue activities to protect life, property and the environment, and to provide emergency medical services.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Provides direction, supervision and assistance to subordinate firefighters in the execution of drills and inspections; maintenance of fire equipment and apparatus; and general station upkeep.~~

~~(bb) — Directs and supervises an engine company and other fire units at the scene of fires or disasters.~~

~~(cc) — Supervises the cleaning and maintenance of fire station, equipment and apparatus.~~

~~(dd) — Supervises and participates in scheduled company fire prevention inspections.~~

~~(ee) — Inspects fire suppression equipment and vehicles to assure departmental standards and operating procedures regarding general appearance, working condition, and safety are met.~~

~~(ff) — Drives or rides on a fire truck in response to fire alarms; places equipment, and directs firefighting operations.~~

~~(gg) — Respond to emergencies with assigned company to extinguish and control fires; lay and connect hose lines, hold nozzles and direct water streams; utilize portable fire extinguishers, bars, hooks, lines and other equipment; raise ladders; ventilate fire to release heat and smoke; overhaul fire scene to prevent rekindling; perform rescue work and render emergency medical aid; perform salvage and overhaul work.~~

~~(hh) — Participates in fire training drills and attends classes in firefighting, disaster response, hydraulics, emergency medical/first aid treatment, fire equipment construction and operation, and other areas of fire science.~~

~~(ii) — Performs rescue operations, both fire and nonfire, providing emergency medical services and attending to the public under extreme stress conditions involving trauma, suffering and personal tragedy.~~

~~(jj) — Utilizes advanced medical equipment and monitors in the course of emergency medical treatment; assess patient condition and initiate treatment; initiate IV lifelines; intubate, defibrillate and administer drips and medications as directed.~~

~~(kk) — Participates in physical fitness activities to assure physical readiness to participate in emergency operations.~~

~~(ll) — Provides tours of the facilities to the public and school children.~~

~~(mm) — Prepares a variety of related fire and emergency reports and equipment records as assigned.~~

~~(nn) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work:~~

~~(aa) — Knowledge of modern principles, practices and techniques relative to fire suppression, fire prevention, fire safety, and advanced first aid.~~

~~(bb) — Knowledge of firefighting equipment, tools and machinery, including trucks, engines, ladders, hoses, and other heavy-duty firefighting apparatus.~~

~~(cc) — Knowledge of fire salvage operations and methods.~~

~~(dd) — Knowledge of state and local traffic laws and ordinances involving emergency vehicle operation.~~

~~(ee) — Knowledge of properties of hazardous chemicals and material data sheets concerning such information relative to chemicals.~~

~~(ff) — Knowledge of fire hazards and the related prevention and abatement methods.~~

~~(gg) — Knowledge of safe work practices and procedures.~~

~~(hh) — Ability to maintain an acceptable knowledge level by participating in hands-on training and by studying department procedure manual, nationally recognized fire service books, EMS protocols, emergency medical textbooks, and other material as approved by the training officer and EMS coordinator.~~

~~(ii) — Ability to receive instructions and accomplish duties in accordance with established standard operating guidelines and nationally recognized good practices.~~

~~(jj) — Ability to follow verbal and written instructions.~~

~~(kk) — Ability to read and write the English language.~~

~~(ll) — Ability to respond to fire alarms and extinguish structural, automotive, chemical, aircraft, forest and other fires.~~

~~(mm) — Ability to safely operate fire vehicles, ambulances equipment and apparatus.~~

~~(nn) — Ability to perform advanced emergency medical techniques as necessary.~~

~~(oo) — Triage victims and provide appropriate medical treatment in emergency situations.~~

~~(pp) — Ability to maintain records and prepare reports.~~

~~(qq) — Ability to establish and maintain cooperative and effective working relationships with others.~~

~~(rr) — Ability to exercise sound judgment to make decisions as to appropriate course of action during emergency situations in accordance with departmental rules and regulations.~~

~~(ss) — Ability to assign, instruct and review the work of subordinate personnel.~~

~~(tt) — Ability to physically perform all essential job functions of a firefighter as outlined in NFPA 1582.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must possess a basic firefighter certification from the state commission on fire protection personnel standards and education.~~

~~(cc) — Must possess certification as an “EMT basic” from the department of state health services.~~

~~(dd) — Must attend state commission on fire protection personnel standards and education fire officer I course within two (2) years from date of promotion to *lieutenant* captain.~~

~~(ee) — Must attend state commission on fire protection personnel standards and education instructor course within one (1) year from date of promotion to *lieutenant* captain.~~

~~(ff) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(D) — Class title: Captain.~~

~~(i) — Distinguishing features of work. — The primary reason this classification exists is to direct and coordinate the activities of an assigned shift in fire suppression, emergency medical and related disaster relief efforts. Incumbents in this classification perform duties in accordance with department policies and procedures, incumbent exercises judgment in the organization, discipline, training and evaluation of assigned personnel. Takes command at fires and emergencies involving property loss and life threatening situations and must be able to make immediate decisions under these circumstances.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Supervises fire suppression services, disaster/emergency response activities, emergency medical services, hazardous material incident response, and other activities associated with saving life and property.~~

~~(bb) — Plans, develops, and implements operational strategies, tactical responses, pre-incident programs, and variety of short and long range work plans, service improvements, and quality improvements.~~

~~(cc) — Assumes fire incident and emergency management command and/or duties.~~

~~(dd) — Supervise assigned officers and line personnel; assure compliance with performance and training standards, quality service delivery standards, and with city and departmental policies and procedures.~~

~~(ee) — Conduct performance evaluations; training sessions, and recommend or take corrective and disciplinary action.~~

~~(ff) — Assists in development, administration, and implementation of departmental budget, interlocal response, and mutual aid agreements.~~

~~(gg) — Schedule and execute drill and training activities including firefighting practices, methods and techniques, and operation and use of related apparatus and equipment.~~

~~(hh) — Supervise inspection and maintenance of apparatus, equipment and station facilities.~~

~~(ii) — Prepare correspondence, reports, recommendations, and studies; make presentations to public groups, staff, and city officials.~~

~~(jj) — Participates in physical fitness activities to assure physical readiness to participate in emergency operations.~~

~~(kk) — May assume command of the department in the absence of the fire chief.~~

~~(ll) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work:~~

~~(aa) — Extensive knowledge of department policies, rules and regulations, and controlling laws and ordinances pertaining to fire suppression and fire prevention.~~

~~(bb) — Considerable knowledge of current personnel administration, labor management, and supervisory practices and techniques.~~

~~(cc) — Knowledge of technical aspects affecting fire control such as travel of fire, flame propagation, fire behavior, and effects of fire spread in building construction.~~

~~(dd) — Knowledge of full range of employee development, mentoring, coaching, and training methods, techniques, and practices.~~

~~(ee) — Knowledge of full range of safety regulations, workplace safety awareness programs, accident prevention programs, and hazard identification, mitigation, and avoidance programs.~~

~~(ff) — Knowledge of codes and ordinances affecting firefighter safety, fire safety and engineering, fire protection systems and laws pertaining to the crime of arson.~~

~~(gg) — Ability to execute fire and disaster plans under emergency and hazardous conditions.~~

~~(hh) — Ability to effectively schedule, assign and evaluate work of subordinates.~~

~~(ii) — Ability to assist in the preparation of departmental budget, policy and regulation recommendations.~~

~~(jj) — Ability to tactfully deal with city and department staff members at all levels, the general public, developers, and business owners regarding service delivery issues, complaints, discipline, performance evaluation, policies, code requirements, compliance and violations.~~

~~(kk) — Ability to effectively coordinate, monitor, and complete multiple, ongoing projects, tasks, and assignments under demanding deadlines, emergency conditions, and in dangerous situations.~~

~~(ll) — Ability to effectively assume fire incident command.~~

~~(mm) — Ability to make sound decisions and use good judgment in both routine and emergency situations.~~

~~(nn) — Ability to communicate effectively using a variety of methods and in a variety of settings and situations with the public, senior management, employees at all organization levels, administrators, and officials.~~

~~(oo) — Ability to successfully and skillfully operate individual and crew served vehicles, apparatus, and equipment and perform firefighter and emergency medical technician work in all conditions if needed.~~

~~(pp) — Ability to physically perform all essential job functions of a firefighter as outlined in NFPA 1582.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must possess a basic firefighter certification from the state commission on fire protection personnel standards and education.~~

~~(cc) — Must possess certification as an “EMT basic” from the department of state health services.~~

~~(dd) — Must attend state commission on fire protection personnel standards and education intermediate instructor certification course within two (2) years from date of promotion to *captain* battalion chief.~~

~~(ee) — Must attend state commission on fire protection personnel standards and education fire officer II course within two (2) years from date of promotion to *captain* battalion chief.~~

~~(ff) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(E) — Class title: Fire marshal.~~

~~(i) — Distinguishing features of work. — The primary reason this classification exists is to manage the fire prevention program for the city. Incumbents assigned to this classification perform a variety of administrative, technical and supervisory duties related to fire inspection and prevention. The position of fire marshal is an appointed position in accordance with chapter 143, Texas Local Government Code.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Assists in the administration of the department relative to planning departmental operations with respect to fire prevention~~

~~activities, including fire inspections, fire prevention training, pre-fire planning, public relations, arson investigation, and other related matters.~~

~~(bb) Consults with developers, engineers, architects, and involved municipal agencies to ensure compliance with applicable codes and ordinances.~~

~~(cc) Checks building plans for compliance with codes, completes necessary reports, sends letters of correction concerning compliance/violations.~~

~~(dd) Investigates all fires to determine causes and conducts the appropriate investigation involving various agencies, including the County prosecutor for possible violations of the law.~~

~~(ee) Attends various meetings as a representative of the fire department. Supervises subordinate personnel in fire prevention activities.~~

~~(ff) Prepares necessary reports concerning fire prevention activities, including budget preparation.~~

~~(gg) Participates in budget development and coordination; prepares cost estimates for budget recommendations; submits justifications for budget items; monitors and controls expenditures.~~

~~(hh) Prepares, updates and enforces all city fire codes, ordinances and standards.~~

~~(ii) Represent the department at meetings to review new construction and subdivision plot plans; checks and reviews building plans prior to issuance of permits; reviews and approves construction and permit documents in relation to fire prevention laws and codes.~~

~~(jj) Oversees and conducts inspections of buildings and property for fire hazards, efficiency of fire protective equipment, adequacy of fire exits and general compliance with fire prevention laws and standards.~~

~~(kk) Reviews and approves the acceptance of test results of automatic fire extinguishing systems and alarm systems; inspects the storage of explosives and flammables.~~

~~(ll) Investigate fires to determine causes and damages; keeps records of fire losses, inspections, investigations, fire deaths and injuries.~~

~~(mm) Investigate fire scenes; collect, photograph and maintain evidence; prepare detailed reports documenting investigation findings.~~

~~(nn) Serves as an expert witness testifying in court cases involving fire and code violations.~~

~~(oo) Advises property owners on the removal of fire hazards; if necessary enforces compliance to correct hazards.~~

~~(pp) Receives and investigates complaints of alleged fire hazards; recommends corrective actions as necessary to resolve complaints; answers questions and provides information to the public.~~

~~(qq) Meets with citizen groups, organizations, contractors, architects, engineers and developers; conducts oral presentations and provides information on fire codes and fire prevention.~~

~~(rr) Responds to major fires on an on-call basis; performs functions within incident command system at major incidents; assist in fire suppression as necessary.~~

~~(ss) Conducts fire and life safety education programs within department.~~

~~(tt) Participates in physical fitness activities to assure physical readiness to participate in emergency operations.~~

~~(uu) May assume command of the department in the absence of the fire chief.~~

~~(vv) Performs other related duties and responsibilities as required.~~

~~(iii) Requirements of work.~~

~~(aa) Knowledge of the operational characteristics, service, and activities of a comprehensive fire prevention program.~~

~~(bb) Knowledge of the principles and techniques related to fire science particularly in the areas of fire prevention and fire code enforcement.~~

~~(cc) Knowledge of budgeting procedures and techniques.~~

~~(dd) Knowledge of the principles and practices of supervision, training and personnel management.~~

~~(ee) Knowledge of modern principles and practices of fire prevention and suppression.~~

~~(ff) — Knowledge of fire prevention inspection methods and techniques.~~

~~(gg) — Knowledge of laws and ordinances pertaining to fire prevention and the city's building code; techniques of fire and arson investigation.~~

~~(hh) — Knowledge of national, state, and local fire codes.~~

~~(ii) — Ability to assist in the planning and organizing of diversified programs in fire department administration, training and fire prevention.~~

~~(jj) — Ability to deal effectively with property owners, managers and the general public in difficult work situations.~~

~~(kk) — Ability to detect fire hazards and make recommendations for their correction.~~

~~(ll) — Ability to conduct and oversee a variety of fire prevention and educational activities including building code inspections.~~

~~(mm) — Ability to properly interpret and make decisions in accordance with laws, regulations and policies.~~

~~(nn) — Ability to make presentations, both verbally and in writing, concerning activities of the fire prevention bureau before various public and governmental bodies.~~

~~(oo) — Ability to establish and maintain cooperative working relationships with those contacted in the course of work.~~

~~(pp) — Ability to physically perform all essential job functions of a firefighter as outlined in NFPA 1582.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must possess a basic firefighter certification from the state commission on fire protection personnel standards and education.~~

~~(cc) — Must possess certification as an "EMT-basic" from the department of state health service.~~

~~(dd) — Must obtain basic fire inspector certification from the state commission on fire protection personnel standards and education within one (1) year from date of appointment as fire marshal.~~

~~(ee) — Must obtain basic fire investigator certification from the state commission on fire protection personnel standards and education within one (1) year from date of appointment as fire marshal.~~

~~(ff) — Must obtain basic peace officer certification from the state commission on law enforcement officer standards and education within one (1) year from date of appointment as fire marshal.~~

~~(gg) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(2) — Class specifications for positions in the policemen's classified service.~~

~~(A) — Class title: Patrolman.~~

~~(i) — Distinguishing features of work. — The fundamental reason this classification exists is to perform general duty police work in the protection of life and property through crime prevention and the enforcement of laws and ordinances. Specific assignments are made by a sergeant or other ranking supervisor. With experience and training, officers in this classification may be assigned to various specialized assignments within the department.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Patrols a designated area of the city by car, bicycle or on foot, to preserve law and order, to prevent, discover and deter the commission of a crime, to enforce laws and ordinances, to direct traffic and to respond to other emergency situations as appropriate.~~

~~(bb) — Works with community residents to identify the community's law enforcement problems and needs and to develop effective solutions to correct the identified problems as well as facilitate the development of proactive solutions to meet future community law enforcement needs.~~

~~(cc) — Keeps informed and aware of persons and places suspected of illegal activity and/or potential problem areas within the community.~~

~~(dd) — Keeps informed and aware of known criminal element and crime patterns within the city and collects and disseminates information within the department.~~

~~(ee) — Responds to emergency calls involving fire, automobile accidents, domestic and neighborhood disturbances, assaults, robberies, and various other criminal offenses.~~

~~(ff) — Responds to calls and complaints of a nonemergent nature from community residents.~~

~~(gg) — Writes, types, and/or dictates reports concerning law enforcement related activities.~~

~~(hh) — Conducts investigations of criminal offenses; interviews complainants and witnesses; secures crime scenes, arbitrates disputes, conducts follow-up investigations, gathers evidence, apprehends suspects, makes arrests, and transports offenders.~~

~~(ii) — Testifies as a witness in court in connection with arrests and investigations.~~

~~(jj) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work:~~

~~(aa) — Knowledge of modern law enforcement methods, practices and procedures.~~

~~(bb) — Knowledge of pertinent state and federal laws and municipal ordinances.~~

~~(cc) — Knowledge of department policies and procedures.~~

~~(dd) — Knowledge of the geography of the municipality.~~

~~(ee) — Ability to exercise sound judgment to make decisions as to appropriate course of action during emergency situations in accordance with rules, regulations, and departmental policy.~~

~~(ff) — Ability to comprehend and carry out oral and written instructions and to prepare clear and comprehensive reports and other correspondence.~~

~~(gg) — Ability to understand and interpret complex statutes, ordinances, policies, and procedures.~~

~~(hh) — Ability to communicate effectively using the English language both orally and in writing.~~

~~(ii) — Ability to project a positive image within the community by maintaining high moral standards and integrity.~~

~~(jj) — Ability to safely and skillfully use and properly care for assigned equipment.~~

~~(kk) — Ability to physically perform all essential job functions of a police officer.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must be a United States citizen and at least 21 years of age.~~

~~(cc) — Must meet all legal requirements to become eligible for future licensing by the commission on law enforcement officer standards and education.~~

~~(dd) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(B) — Class title: Corporal.~~

~~(i) — Distinguishing features of work. — The fundamental reason this classification exists is to perform general duty police work in the protection of life and property through crime prevention and the enforcement of laws and ordinances. Specific assignments are made by a sergeant or other ranking supervisor. With experience and training, officers in this classification may be assigned to various specialized assignments within the department.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Patrols a designated area of the city by car, bicycle or on foot, to preserve law and order, to prevent, discover and deter the commission of a crime, to enforce laws and ordinances, to direct traffic and to respond to other emergency situations as appropriate.~~

~~(bb) — Works with community residents to identify the community's law enforcement problems and needs and to develop effective solutions to correct the identified problems as well as facilitate the development of proactive solutions to meet future community law enforcement needs.~~

~~(cc) — Keeps informed and aware of persons and places suspected of illegal activity and/or potential problem areas within the community.~~

~~(dd) — Keeps informed and aware of known criminal element and crime patterns within the city and collects and disseminates information within the department.~~

~~(ee) — Responds to emergency calls involving fire, automobile accidents, domestic and neighborhood disturbances, assaults, robberies, and various other criminal offenses.~~

~~(ff) — Responds to calls and complaints of a nonemergent nature from community residents.~~

~~(gg) — Writes, types, and/or dictates reports concerning law enforcement related activities.~~

~~(hh) — Conducts investigations of criminal offenses; interviews complainants and witnesses; secures crime scenes, arbitrates disputes, conducts follow-up investigations, gathers evidence, apprehends suspects, makes arrests, and transports offenders.~~

~~(ii) — Testifies as a witness in court in connection with arrests and investigations.~~

~~(jj) — Serves as supervisor in the absence of the shift or section sergeant.~~

~~(kk) — Insures that subordinates deal fairly, honestly, and consistently with the public, other officers, and other agencies; responds to personnel complaints in accordance with departmental policy and procedure.~~

~~(ll) — Promotes good morale and insures against dissension among subordinates.~~

~~(mm) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work.~~

~~(aa) — Knowledge of modern law enforcement methods, practices and procedures.~~

~~(bb) — Knowledge of pertinent state and federal laws and municipal ordinances.~~

~~(cc) — Knowledge of department policies and procedures.~~

~~(dd) — Knowledge of the geography of the municipality.~~

~~(ee) — Knowledge of the principles and practices of effective supervision.~~

~~(ff) — Ability to exercise sound judgment to make decisions as to appropriate course of action during emergency situations in accordance with rules, regulations, and departmental policy.~~

~~(gg) — Ability to comprehend and carry out oral and written instructions and to prepare clear and comprehensive reports and other correspondence.~~

~~(hh) — Ability to understand and interpret complex statutes, ordinances, policies, and procedures.~~

~~(ii) — Ability to communicate effectively using the English language both orally and in writing.~~

~~(jj) — Ability to project a positive image within the community by maintaining high moral standards and integrity.~~

~~(kk) — Ability to establish and maintain effective working relationships with other law enforcement agencies, regulatory agencies, city officials, and the public.~~

~~(ll) — Ability to review officer reports for accuracy, completeness, elements of offense, and proper grammar to ensure that cases are ready for prosecution.~~

~~(mm) — Ability to safely and skillfully use and properly care for assigned equipment.~~

~~(nn) — Ability to physically perform all essential job functions of a police officer.~~

~~(iv) — Required special qualifications:~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must be a United States citizen and at least 21 years of age.~~

~~(cc) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(C) — Class title: Sergeant.~~

~~(i) — Distinguishing features of work. — The fundamental reason this classification exists is to perform general duty police work in the protection of life and property through crime prevention and the enforcement of laws and ordinances. Officers in this classification serve as the first line shift/section supervisor. Specific assignments are made by a lieutenant or other ranking supervisor. Officers in this classification may be assigned to various specialized assignments within the department.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — Patrols a designated area of the city by car, bicycle or on foot, to preserve law and order, to prevent, discover and deter the commission of a crime, to enforce laws and ordinances, to direct traffic and to respond to other emergency situations as appropriate.~~

~~(bb) — Works with community residents to identify the community's law enforcement problems and needs and to develop effective solutions to correct the identified problems as well as facilitate the development of proactive solutions to meet future community law enforcement needs.~~

~~(cc) — Keeps informed and aware of persons and places suspected of illegal activity and/or potential problem areas within the community.~~

~~(dd) — Keeps informed and aware of known criminal element and crime patterns within the city and collects and disseminates information within the department.~~

~~(ee) — Responds to emergency calls involving fire, automobile accidents, domestic and neighborhood disturbances, assaults, robberies, and various other criminal offenses.~~

~~(ff) — Responds to calls and complaints of a nonemergent nature from community residents.~~

~~(gg) — Writes, types, and/or dictates reports concerning law enforcement related activities.~~

~~(hh) — Conducts investigations of criminal offenses; interviews complainants and witnesses; secures crime scenes, arbitrates disputes, conducts follow up investigations, gathers evidence, apprehends suspects, makes arrests, and transports offenders.~~

~~(ii) — Testifies as a witness in court in connection with arrests and investigations.~~

~~(jj) — Supervises, evaluates, and provides direction and training to subordinate officers.~~

~~(kk) — Calls roll at the beginning of assigned shift, inspects subordinate officers for appearance, readiness and preparation for duty, and briefs shift personnel on special tasks and assignments.~~

~~(ll) — Assists in the investigation of complaints and allegations of misconduct against sworn members of the department.~~

~~(mm) — Insures that subordinates deal fairly, honestly, and consistently with the public, other officers, and other agencies; responds to personnel complaints in accordance with departmental policy and procedure.~~

~~(nn) — Promotes good morale and insures against dissension among subordinates.~~

~~(oo) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work:~~

~~(aa) — Knowledge of modern law enforcement methods, practices and procedures.~~

~~(bb) — Knowledge of pertinent state and federal laws and municipal ordinances.~~

~~(cc) — Knowledge of department policies and procedures.~~

~~(dd) — Knowledge of the geography of the municipality.~~

~~(ee) — Knowledge of the principles and practices of effective supervision.~~

~~(ff) — Ability to exercise sound judgment to make decisions as to appropriate course of action during emergency situations in accordance with rules, regulations, and departmental policy.~~

~~(gg) — Ability to comprehend and carry out oral and written instructions and to prepare clear and comprehensive reports and other correspondence.~~

~~(hh) — Ability to understand and interpret complex statutes, ordinances, policies, and procedures.~~

~~(ii) — Ability to supervise investigations of criminal activity.~~

~~(jj) — Ability to communicate effectively using the English language both orally and in writing.~~

~~(kk) — Ability to project a positive image within the community by maintaining high moral standards and integrity.~~

~~(ll) — Ability to establish and maintain effective working relationships with other law enforcement agencies, regulatory agencies, city officials, and the public.~~

~~(mm) — Ability to review officer reports for accuracy, completeness, elements of offense, and proper grammar to ensure that cases are ready for prosecution.~~

~~(nn) — Ability to safely and skillfully use and properly care for assigned equipment.~~

~~(oo) — Ability to physically perform all essential job functions of a police officer.~~

(iv) — Required special qualifications:

(aa) — ~~Must possess a high school diploma or equivalent as certified by proper authority.~~

(bb) — ~~Must be a United States citizen and at least 21 years of age.~~

(cc) — ~~Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

(D) — Class title: Lieutenant.

(i) — Distinguishing features of work. — ~~The fundamental reason this classification exists is to supervise the activities of a specialized function of the police department. Officers in this classification may also perform administrative staff duties. Officers in this classification may assume command of police activities at major emergency scenes or events. Specific assignments are made by a captain or other ranking supervisor. Officers in this classification may be assigned to various other specialized assignments within the department.~~

(ii) — Illustrative examples of work.

(aa) — ~~May be assigned to perform routine patrol duties including, patrolling a designated area of the city by car, bicycle or on foot, to preserve law and order, to prevent, discover and deter the commission of a crime, to enforce laws and ordinances, to direct traffic and to respond to other emergency situations as appropriate.~~

(bb) — ~~Works with community residents to identify the community's law enforcement problems and needs and to develop effective solutions to correct the identified problems as well as facilitate the development of proactive solutions to meet future community law enforcement needs.~~

(cc) — ~~Keeps informed and aware of persons and places suspected of illegal activity and/or potential problem areas within the community.~~

(dd) — ~~Keeps informed and aware of known criminal element and crime patterns within the city and collects and disseminates information within the department.~~

(ee) — ~~When required, assumes command of major accident scenes, arbitrates disputes, conducts investigations, gathers evidence, interviews complainants and witnesses, apprehends suspects and makes arrests.~~

~~(ff) — Testifies as a witness in court in connection with arrests and investigations.~~

~~(gg) — Responds to calls and complaints of a nonemergent nature from community residents.~~

~~(hh) — Writes, types, and/or dictates reports concerning law enforcement related activities.~~

~~(ii) — Reviews and analyzes work and crime statistics and prepares comprehensive reports and recommendations to ensure efficient allocation of police manpower and maximize the utilization of resources to achieve the highest possible productivity.~~

~~(jj) — Participates in various community activities and makes law enforcement related presentations to schools and community groups to promote cooperative relationships between the department and the community.~~

~~(kk) — Supervises, evaluates, and provides direction and training to sworn and nonsworn department personnel.~~

~~(ll) — Investigates complaints and allegations of misconduct against sworn and nonsworn members of the department.~~

~~(mm) — Performs other related duties as assigned.~~

~~(iii) — Requirements of work:~~

~~(aa) — Knowledge of modern law enforcement methods, practices and procedures.~~

~~(bb) — Knowledge of pertinent state and federal laws and municipal ordinances.~~

~~(cc) — Knowledge of department policies and procedures.~~

~~(dd) — Knowledge of the geography of the municipality.~~

~~(ee) — Knowledge of the principles and practices of effective supervision.~~

~~(ff) — Ability to exercise sound judgment to make decisions as to appropriate course of action during emergency situations in accordance with rules, regulations, and departmental policy.~~

~~(gg) — Ability to comprehend and carry out oral and written instructions and to prepare clear and comprehensive reports and other correspondence.~~

~~(hh) — Ability to understand and interpret complex statutes, ordinances, policies, and procedures.~~

~~(ii) — Ability to supervise investigations of criminal activity.~~

~~(jj) — Ability to communicate effectively using the English language both orally and in writing.~~

~~(kk) — Ability to project a positive image within the community by maintaining high moral standards and integrity.~~

~~(ll) — Ability to establish and maintain effective working relationships with other law enforcement agencies, regulatory agencies, city officials, and the public.~~

~~(mm) — Ability to assign, instruct, and review the work of subordinate officers and nonsworn department personnel.~~

~~(nn) — Ability to safely and skillfully use and properly care for assigned equipment.~~

~~(oo) — Ability to physically perform all essential job functions of a police officer.~~

~~(iv) — Required special qualifications.~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must be a United States citizen and at least 21 years of age.~~

~~(cc) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

~~(E) — Class title: Captain.~~

~~(i) — Distinguishing features of work. — The fundamental reason this classification exists is to command an assigned bureau or division within the police department. When assigned as duty commander, incident or scene commander or in the absence of the police chief, incumbents in this classification may assume command of the police department. Incumbents in this classification work independently in performing regularly assigned duties under the general direction of the police chief or other ranking city official.~~

~~(ii) — Illustrative examples of work.~~

~~(aa) — May be assigned to perform routine patrol duties including, patrolling a designated area of the city by car, bicycle or on foot, to preserve law and order, to prevent, discover and deter the~~

~~commission of a crime, to enforce laws and ordinances, to direct traffic and to respond to other emergency situations as appropriate.~~

~~(bb) Works with community residents to identify the community's law enforcement problems and needs and to develop effective solutions to correct the identified problems as well as facilitate the development of proactive solutions to meet future community law enforcement needs.~~

~~(cc) Keeps informed and aware of known criminal element and crime patterns within the city and collects and disseminates information within the department.~~

~~(dd) When required, assumes command of major accident scenes, arbitrates disputes, conducts investigations, gathers evidence, interviews complainants and witnesses, apprehends suspects and makes arrests.~~

~~(ee) Testifies as a witness in court in connection with arrests and investigations.~~

~~(ff) Reviews and analyzes work and crime statistics and supervises the preparation of various departmental reports to ensure the efficient allocation of police manpower and maximize the utilization of departmental resources to achieve the highest possible productivity.~~

~~(gg) Participates in various community activities and makes law enforcement related presentations to schools and community groups to promote cooperative relationships between the department and the community.~~

~~(hh) Supervises, evaluates, and provides direction to subordinate personnel.~~

~~(ii) Supervises the investigation of complaints and allegations of misconduct against sworn and nonsworn members of the department.~~

~~(jj) Performs other related duties as assigned.~~

~~(iii) Requirements of work:~~

~~(aa) Knowledge of modern law enforcement methods, practices and procedures.~~

~~(bb) Knowledge of pertinent state and federal laws, municipal ordinances and related court precedents.~~

~~(cc) Knowledge of department policies and procedures.~~

~~(dd) — Knowledge of the geography of the municipality.~~

~~(ee) — Knowledge of modern theories and practices of effective police administration, management and organization.~~

~~(ff) — Knowledge of finance, budgeting, planning, and labor relations theory and practices.~~

~~(gg) — Ability to exercise sound judgment to make decisions as to appropriate course of action during emergency situations in accordance with rules, regulations, and departmental policy.~~

~~(hh) — Ability to comprehend and carry out oral and written instructions and to prepare clear and comprehensive reports and other correspondence.~~

~~(ii) — Ability to understand and interpret complex statutes, ordinances, policies, and procedures.~~

~~(jj) — Ability to supervise investigations of criminal activity.~~

~~(kk) — Ability to communicate effectively using the English language both orally and in writing.~~

~~(ll) — Ability to project a positive image within the community by maintaining high moral standards and integrity.~~

~~(mm) — Ability to establish and maintain effective working relationships with other law enforcement agencies, regulatory agencies, city officials, and the public.~~

~~(nn) — Ability to assign, instruct, and review the work of subordinate personnel.~~

~~(oo) — Ability to safely and skillfully use and properly care for assigned equipment.~~

~~(pp) — Ability to physically perform all essential job functions of a police officer.~~

~~(iv) — Required special qualifications:~~

~~(aa) — Must possess a high school diploma or equivalent as certified by proper authority.~~

~~(bb) — Must be a United States citizen and at least 21 years of age.~~

~~(cc) — Must meet all other requirements set forth in the city local civil service commission rules and regulations and chapter 143, Texas Local Government Code.~~

(b) *Class duties and specifications:*

The classes of positions listed in paragraph (a) above are hereby established in the classified service of the City. Class specifications shall be adopted by the respective Department Heads of the City of Sherman Fire and Police Departments.

SECTION 3. That the changes in job titles and authorized number of positions for the Fire Department, set forth in Section 1 of this ordinance, shall go into effect as follows:

- the title change from Driver to Engineer shall become effective at 12:01 a.m. on October 16, 2009;
- the title change from Lieutenant to Captain shall become effective at 12:05 a.m. on October 16, 2009;
- the title change from Captain to Battalion Chief shall become effective at 12:02 a.m. on October 16, 2009;
- the addition of the position of Division Chief shall become effective at 12:05 a.m. on October 16, 2009; and
- the deletion of the position of Fire Marshal shall become effective at 12:01 a.m. on October 16, 2009.

SECTION 4. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY:

BILL MAGERS, MAYOR

ATTEST:

BY:

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY:

**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5626
**Repealing Ordinance No. 5572; Establishing Assignment Pay Schedules
for Firefighters and Police Officers**

Issue

The City Council is required by state law to establish assignment pay schedules by Ordinance for members of the classified service.

Background

The City Council authorized salary and assignment pay amounts for firefighters and police officers as part of the fiscal year (FY) 2008-2009 budget. This Ordinance will authorize changes to Ordinance No. 5572, previously approved by the City Council, to adopt assignment pay for fiscal year 2009-2010 and subsequent fiscal years.

Origination

City Council

Financial Consideration

Funds are appropriated in the 2009-2010 budget for these assignment pay amounts for Police and Fire Department personnel.

Staff Recommendation

Staff recommends approval of the proposed Ordinance.

Alternatives

The City Council could choose not to approve this Ordinance, leaving unchanged the fire and police assignment pay schedules adopted on November 3, 2008 through Ordinance No. 5572.

Attachments

Ordinance No. 5626

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

ORDINANCE NO. 5626

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5572; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Ordinance No. 5572, adopted at the November 3, 2008 City Council meeting, is hereby repealed in its entirety.

SECTION 2. That, effective upon the 16th day of October, 2009, the following Assignment Pay Schedule shall be adopted for the Sherman Fire Department:

- ~~(a) — Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Training Officer.~~
- ~~(b) — Assignment Pay in the amount of \$200.00 per month shall be paid to the employees assigned by the Fire Chief as Fire Inspector.~~
- ~~(c) — Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Emergency Medical Services Coordinator.~~
- ~~(d) — Assignment Pay in the amount of \$200.00 per month shall be paid to the employee assigned by the Fire Chief as the Operations Captain.~~
- ~~(e) — Assignment Pay in the amount of \$200.00 per month shall be paid to the employees assigned by the Fire Chief as Assistant Emergency Management Coordinator.~~
- (a) *Assignment Pay in the amount of \$263.26 per month shall be paid to the employee assigned by the Fire Chief as the Fire Marshal.*
- ~~(f)~~ (b) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief to the Klown ~~Company~~ Kompany.
- ~~(g)~~ (c) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief to the Technical Rescue Team.

~~(h)~~ (d) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief as SWAT Medic.

SECTION 3. That, effective upon the 16th day of October, 2009, the following Assignment Pay Schedule shall be adopted for the Sherman Police Department:

(a) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Chief of Police as Field Training Officers.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 as required by law.

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5623, 5625 and 5626

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5623

Amending Chapter 11 of the Code of Ordinances, entitled "Hotel Occupancy Tax", at Section 11.03.008, entitled "Penalties for Violation"; Adding New Section 11.03.009 to be Entitled "Keeping and Preserving of Records"; Adding New Section 11.03.010 to be Entitled "Registration of Hotel Operators"

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5625

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of "Positions", to Amend the Number of Authorized Positions in the Fire and Police Departments, and at Section 9.05.027, entitled "Positions, Classes, Duties and Specifications Enumerated", to Provide that Department Heads within the Fire and Police Departments Shall Adopt Class Specifications for Positions in the Firemen's and Policemen's Classified Service

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5626

Repealing Ordinance No. 5572; Establishing Assignment Pay Schedules for Firefighters and Police Officers



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. B.5

CONSENT AGENDA

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

C.3 * RESOLUTION NO. 5418

Authorizing the Execution of a Longitudinal Pipeline Agreement with the Union Pacific Railroad Company for the Construction of Relief Sewer "C"

C.4 * RESOLUTION NO. 5419

Authorizing the City Manager to Execute Contracts with the Sherman Council for the Arts & Humanities, Inc. and the Friends of the Red River Historical Museum (aka Red River Historical Museum)

C.5 * RESOLUTION NO. 5420

Authorizing the Execution of a Landscape Agreement between the City of Sherman and the Texas Department of Transportation for the Maintenance and Care of a New "Welcome to Sherman" Sign

C.6 * RESOLUTION NO. 5421

Authorizing the Execution of an Interlocal Agreement between the City of Sherman and the City of Fort Worth for Household Hazardous Waste Services

C.7 * RESOLUTION NO. 5422

Authorizing the Purchase of a New TYMCO Street Sweeper Body and International Chassis for the Street Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.8 * RESOLUTION NO. 5423

Authorizing the Purchase of a New Hamm Steel Wheel Roller for the Street Services Department through the Houston-Galveston Area Council of Governments (H-GAC)

C.9 * RESOLUTION NO. 5424

Authorizing the Purchase of a 2010 Mack Residential Automated Collection Truck Chassis and McNeilus Collection Body for the Solid Waste Services Department through the Houston-Galveston Area Council of Governments (H-GAC)

C.10 * RESOLUTION NO. 5425

Revoking and Replacing Resolution No. 5259; Establishing Salary Structures and Incentive/Assignment Pay Schedules for Firefighters and Police Officers

D.1 * REQUEST TO ADVERTISE

Annual Supply of Chemicals

D.2 * CHANGE ORDER NO. 1

2009 Biosolids Project; Synagro of Texas - CDR, Inc.; \$17,061.39, Decrease

D.3 * CHANGE ORDER NO. 1

Canyon Creek Drive Extension Project; Gilco Contracting, Inc.; \$8,073.50, Increase

D.4 * OTHER BUSINESS

Consider Request of the Austin College Kappa Gamma Chi to Temporarily Close Certain Streets for the Homecoming 2009 'Roo Run and Joey Walk on Saturday, October 17, 2009



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.1

RESOLUTION NO. 5416

Supporting the Proposed Extension of State Highway 289

Issue

To consider supporting the extension of State Highway 289 ("SH 289") within Grayson County

Background

The Texas Department of Transportation ("TxDOT") has determined that the Pass Through Financing Agreement for construction of the State Highway 289 extension will need a resolution of support from all municipalities through which the highway passes. Since the new state highway passes through Sherman at the intersection of U.S. Highway 82 ("US 82"), TxDOT has requested that the City of Sherman provide a resolution of support.

Origination

Texas Department of Transportation

Financial Consideration

There is no financial impact to approving this resolution of support.

Staff Recommendation

It is recommended that the City Council approve a resolution of support for the State Highway 289 extension.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5416

Location Map, Exhibit "A"

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE PROPOSED EXTENSION OF STATE HIGHWAY 289; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman and the Texas Department of Transportation (“TxDOT”) want to ensure that all of the Highway routes in the area of Sherman, Texas, are consistent with the intent of how routes are designed; and

WHEREAS, one of the purposes of the City Council of the City of Sherman, Texas, is to foster and encourage activities that benefit the economic well-being of the citizens of this area; and

WHEREAS, it is the desire of the City Council of the City of Sherman, Texas, to join with other local governments in supporting the proposed extension of State Highway 289 (“SH 289”);

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

SECTION 1. That the City of Sherman hereby supports the extension of SH 289 from the intersection of State Highway 56 (“SH 56”) in Southmayd, north through the intersection of U.S. Highway 82 (“US 82”) in Sherman, north through Pottsboro, and north to the end of State maintenance north of the Town of Preston as shown on the map, attached hereto as “Exhibit A” and incorporated herein for all purposes.

SECTION 2. That all parts of any resolution in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Exhibit "A"





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.2

RESOLUTION NO. 5417

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Projects “U.S. Highway 75 Sewer” and “Willow Street Water Line Replacement”; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

Issue

To consider granting authority to negotiate for property rights on the City’s U.S. Highway 75 Sewer Project and Willow Street Water Line Replacement and, if necessary, to begin condemnation proceedings

Background

The U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project were previously approved and budgeted. Negotiations have taken place which have, in part, been unsuccessful. To prevent any undue delay in the projects, City Council’s authorization to negotiate, make final offers, employ an appraiser and, if necessary, begin condemnation proceedings is required by law.

Origination

Director of Utilities and Engineering

Financial Consideration

Property acquisition costs; along with costs for appraisals, surveys, maps and photos

Staff Recommendation

Staff recommends approval

Alternatives

As may be directed by the Council

Attachments

Resolution No. 5417

Location Maps

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECTS “U.S. HIGHWAY 75 SEWER” AND “WILLOW STREET WATER LINE REPLACEMENT”; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas has previously authorized the employment of Freeman-Millican, Inc. and Morris Engineers to plan for the construction of a sanitary sewer designated U.S. Highway 75 Sewer Project and Willow Street Water Line Replacement Project; and

WHEREAS, these projects were recommended by the City Staff in order to provide necessary sewer and water services to City residences and recommended the acquisition of all necessary property rights; and

WHEREAS, the City Council has considered the U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project and have determined that a public purpose and public necessity exists for the acquisition of all necessary and appropriate property rights for the U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project; and

WHEREAS, the City Council have funded and approved the U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project;

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

SECTION 1. That the City Council hereby finds and determines that a public purpose and public necessity exists for the City of Sherman to acquire all necessary and appropriate property rights in those certain lots, tracts, or parcels of land deemed necessary for the construction of the U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project and does further determine the public purpose and public necessity of the City of Sherman, acquiring said property together with all necessary and appropriate appurtenances, additions and improvements on, over, under and through those certain lots, tracts and parcels of land.

SECTION 2. That the City Manager or his designee is authorized and directed to acquire all appropriate property rights for the U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project for the City of Sherman, and to acquire said rights in compliance with State and Federal law. The City Manager, or his designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts and, when necessary, to institute proceedings in eminent domain.

SECTION 3. That the City Manager or his designee is hereby appointed as “negotiator” for the acquisition of the U.S. Highway 75 Sewer Project and the Willow Street Water Line Replacement Project property and, as such, the City Manager, or his designee, is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference. Subject to the availability of funds appropriated by the City Council for such purposes and with the advice and recommendation of the City Attorney and the City’s appointed appraiser, the City Manager is specifically authorized to establish the just compensation for the acquisition of this property. If the City Manager, or his designee, determines that an agreement with the property owner(s) as to just compensation cannot be reached, then the City Attorney is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interest in the property.

SECTION 4. That a qualified appraiser shall be designated the appraiser of the property to be acquired as necessary.

SECTION 5. That the findings of fact, recitations and provisions set out in the preamble of this resolution are adopted and made a part of the body of this resolution, as if the same were fully set forth herein.

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

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

CITY OF SHERMAN, TEXAS

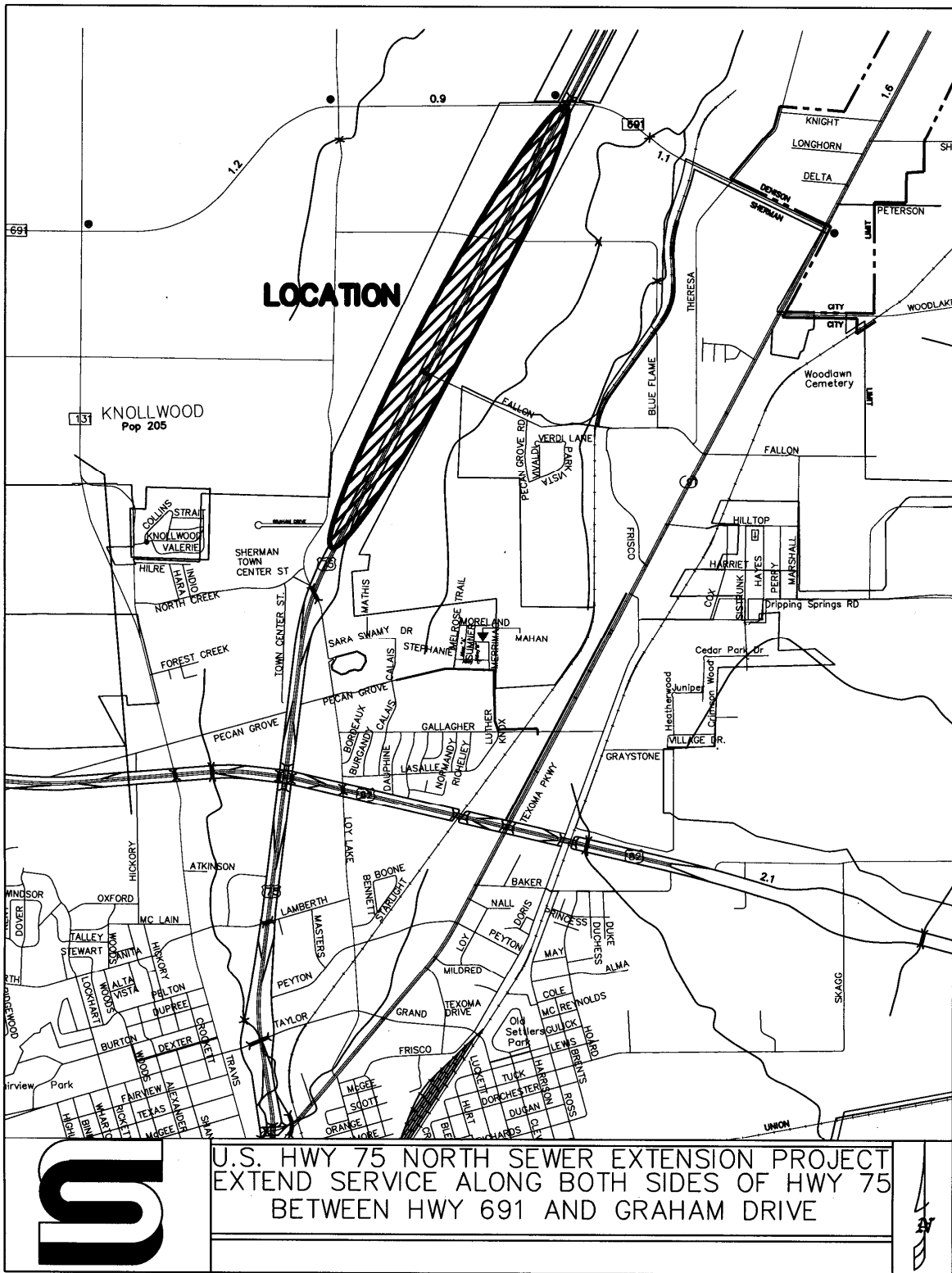
ATTEST:

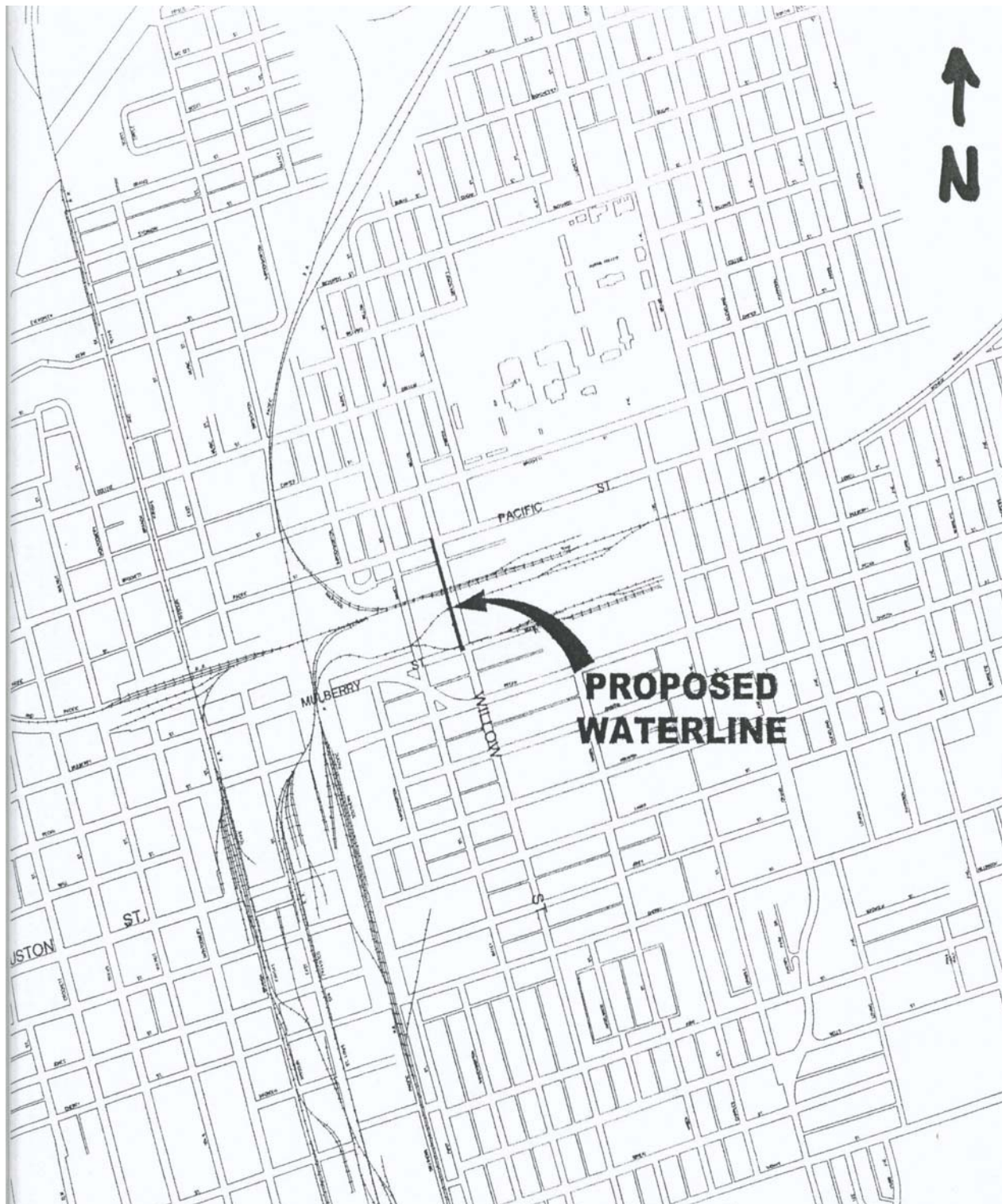
BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5418**

Authorizing the Execution of a Longitudinal Pipeline Agreement with the Union Pacific Railroad Company for the Construction of Relief Sewer "C"

Issue

To consider approval of a Longitudinal Pipeline Agreement with the Union Pacific Railroad Company, allowing the City to move forward with the construction of a sewer main along Branch Street (Relief Sewer "C")

Background

The attached agreement will allow the City to construct Relief Sewer "C" in the Railroad's right-of-way along Branch Street.

Origination

Director of Utilities and Engineering

Financial Consideration

A one-time fee of \$15,500.00 is required. The other fees required by this agreement have already been paid. Payment of this fee would be made from appropriations approved by Council for the Relief Sewer "C" Project.

Staff Recommendation

It is recommended that the Longitudinal Pipeline Agreement be approved.

Alternatives

As may be directed by the Council

Attachments

Resolution No. 5418

Longitudinal Pipeline Agreement with Exhibits "A", "B" and "C"

Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LONGITUDINAL PIPELINE AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE CONSTRUCTION OF RELIEF SEWER "C"; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a Longitudinal Pipeline Agreement with the Union Pacific Railroad Company for the construction of Relief Sewer "C", in accordance with all contract documents, including Exhibits "A", "B" and "C", 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

LONGITUDINAL PIPELINE AGREEMENT

On Mile Posts 9 on the Sherman Branch
Location: Sherman, Grayson County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of June 30, 2009, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **SHERMAN, CITY OF**, a Texas municipal corporation to be addressed at 220 West Mulberry St, Sherman, Texas 75091 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 15 inch longitudinal pipeline for transporting and conveying sanitary sewage only

(hereinafter the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated June 30, 2009 and marked **Exhibit "A"**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sanitary sewage, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Fifteen Thousand Five Hundred Dollars (\$15,500.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's s, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a

copy of this Agreement to its contractor, require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. Before commencement of the term of this Agreement and prior to any Pipeline construction, the Licensee or Licensee's contractor, at its sole expense, shall obtain the insurance required Exhibit C, attached hereto and hereby made a part thereof. The Licensee, at its sole expense shall also provide to the Licensor the other insurance binders, certificates and endorsements described in Exhibit C, and also require that its contractor or subcontractor maintain the insurance coverage's as set forth in Exhibit C, naming Licensor as an additional insured.

B. Not more frequently than once every two years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, binders, certificates and endorsements shall be directed to:

Kathleen Nesser
Folder No. 2563-14
Union Pacific Railroad Company
Real Estate Department
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

D. Failure to provide evidence as required by this Article shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Article shall not operate as a waiver of Licensee's obligations hereunder.

E. If the Licensee is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit C shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of Licensor.

F. The fact that insurance (including without limitation, self-insurance) is obtained by Licensee or its contractor/subcontractor shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverages.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

SHERMAN, CITY OF

By: _____
 Senior Manager

By: _____

Name Printed: _____

Title: _____

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith,

which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the

Licensor. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:
1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;
 2. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM; OR
 3. LICENSEE'S BREACH OF THIS AGREEMENT, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such

property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT C

**Union Pacific Railroad
Insurance Requirements**

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

- Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Utility/Facility is located.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

-
- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

E. Umbrella or Excess insurance. If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

I. Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Utility is located.

K. The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensor on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5419**

**Authorizing the City Manager to Execute Contracts with the Sherman Council
for the Arts & Humanities, Inc. and the Friends of the Red River Historical Museum
(aka Red River Historical Museum)**

Issue

To distribute a portion of the Hotel-Motel Occupancy Tax funds received by the City of Sherman among the Sherman Council for the Arts & Humanities, Inc. (SCAH) and the Friends of the Red River Historical Museum (aka Red River Historical Museum)

Background

At the 2009-2010 Budget Workshop, the City Council allocated \$118,278.00 of the Hotel-Motel Occupancy Tax Fund dollars to be used to promote tourism through SCAH and the Museum, as follows:

- SCAH - \$35,778.00
- Red River Historical Museum - \$82,500.00

Origination

Mayor and City Council

Financial Consideration

The Council approved funding of \$118,278.00 for the fiscal year 2009-2010 budget, with funding provided from the Hotel-Motel Occupancy Tax Fund revenues.

Staff Recommendation

The staff recommends granting the City Manager authority to execute contracts with the two entities in the funding amounts established by the Council.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5419

Proposed Contracts with SCAH and the Museum

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE SHERMAN COUNCIL FOR THE ARTS & HUMANITIES, INC. AND THE FRIENDS OF THE RED RIVER HISTORICAL MUSEUM (AKA RED RIVER HISTORICAL MUSEUM); 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 contracts with the Sherman Council for the Arts & Humanities, Inc. and the Friends of the Red River Historical Museum (aka Red River Historical 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CONTRACT FOR ARTS AND HUMANITIES

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 COUNCIL FOR THE ARTS & HUMANITIES, INC.**, a non-profit corporation of the State of Texas (hereafter called "ARTS COUNCIL").

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 and ARTS COUNCIL desire to promote the arts and humanities in the City of Sherman and its vicinity;

NOW, THEREFORE, CITY and ARTS COUNCIL agree as follows:

I.

Amount Funded by the City

CITY agrees to reimburse ARTS COUNCIL not to exceed Thirty-Five Thousand Seven Hundred Seventy-Eight Dollars and No Cents (\$35,778.00) of actual expenditures used in the promotion of the arts and humanities in Sherman and its surrounding area. This amount shall be paid in four (4) installments on the final execution of this agreement: October 15, 2009 and January 15, April 15, and June 15, 2010. The Thirty-Five Thousand Seven Hundred Seventy-Eight Dollars and No Cents (\$35,778.00) shall be collected under the Hotel/Motel Occupancy Tax of the CITY.

II.

Expenditure of Money

ARTS COUNCIL shall spend no money received by it pursuant to this agreement that does not strictly conform to 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. Specifically, ARTS COUNCIL agrees to use such hotel tax revenues solely for the purposes 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.

Budget

ARTS COUNCIL represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2009-2010. Any changes, amendments, additions or deletions to this budget shall be approved by the Sherman City Council before such changes, amendments, additions or deletions shall take place.

Acceptance of ART COUNCIL'S budget, or any changes to it, by the Sherman City Council shall not act as or be deemed to be approval of the items listed by ARTS COUNCIL to receive hotel tax revenues or approval that such expenditures comply with Section 351.101 of the Texas Tax Code.

IV.

Quarterly Reports

ARTS COUNCIL shall furnish CITY quarterly financial reports on arts and humanities activities 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 ARTS COUNCIL shall also provide a quarterly report of activities in arts and humanities 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, ARTS COUNCIL shall provide to CITY a copy of Form 990 submitted to the Internal Revenue Service.

V. Term of Agreement

This agreement shall be for the term of one (1) year, beginning October 1, 2009 through September 30, 2010, unless the Hotel/Motel Occupancy Tax Ordinances of the City of Sherman are repealed or amended within such term, or the failure of ARTS COUNCIL to conditions herein.

VI. Termination of Agreement

Notwithstanding the above, CITY and ARTS COUNCIL retain the right to cancel this agreement at any time, with or without cause and without liability or expense, by the giving of sixty (60) 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 ARTS COUNCIL shall be in writing, signed by the ARTS COUNCIL President with prior ARTS COUNCIL Board of Directors approval.

VII.
Renewal of Agreement

CITY and ARTS COUNCIL shall consider renewal of this agreement in subsequent years. ARTS COUNCIL agrees to provide a plan of work in conjunction with any request to renew this agreement.

VIII.
General Contract Terms

Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of the Agreement.

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

Amendments and Choice of Law/Venue. This agreement may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of CITY and by ARTS COUNCIL. This agreement shall be construed in accordance with the laws of the State of Texas, and shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of the Sherman Council for the Arts & Humanities, Inc. and on behalf of the City of Sherman, by its City Manager and attested by its City Clerk, effective the 1st day of October, 2009.

(remainder of page left intentionally blank)

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
NAME: GEORGE OLSON
TITLE: CITY MANAGER
DATE: _____

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**SHERMAN COUNCIL FOR THE ARTS
& HUMANITIES, INC.**

BY: _____
NAME: _____
TITLE: _____
DATE: _____

CONTRACT WITH THE FRIENDS OF THE RED RIVER HISTORICAL MUSEUM

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

THIS AGREEMENT is made and entered by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas (hereinafter called "CITY"), and the **FRIENDS OF THE RED RIVER HISTORICAL MUSEUM (aka RED RIVER HISTORICAL 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 Red River Historical 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, 2009, through September 30, 2010, the CITY agrees to pay to MUSEUM Eighty-Two Thousand Five Hundred Dollars and No Cents (\$82,500.00) 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 Eighty-Two Thousand Five Hundred Dollars and No Cents (\$82,500.00) paid to the MUSEUM for the time period of October 1, 2009, through September 30, 2010, represents the entire amount budgeted for this purpose by the CITY for the fiscal year of 2009-2010. The Eighty-Two Thousand Five Hundred Dollars and No Cents (\$82,500.00) shall be paid in four (4) installments on the final execution of this agreement: October 15, 2009 and January 15, April 15, and June 15, 2010. 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 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 2009-2010.

IV.

It is understood and agreed that this agreement 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 agreement 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, 2009, through September 30, 2010.

VII.

Notwithstanding the above, CITY and MUSEUM retain the right to cancel this agreement 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.

VIII.

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

This agreement 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 agreement 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 Friends of the Red River Historical Museum of Sherman (aka Red River Historical 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, 2009.

(remainder of page left intentionally blank)

CITY OF SHERMAN, TEXAS

BY: _____
NAME: **GEORGE OLSON**
TITLE: **CITY MANAGER**
DATE: _____

ATTEST:

BY: _____
 LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
 BRANDON S. SHELBY,
 CITY ATTORNEY

**FRIENDS OF THE RED RIVER
HISTORICAL MUSEUM
(aka RED RIVER HISTORICAL
MUSEUM), a NON-PROFIT
CORPORATION**

(CORPORATE SEAL)

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Exhibit "A"

TAX CODE

TITLE 3. LOCAL TAXATION

SUBTITLE D. LOCAL HOTEL OCCUPANCY TAXES

CHAPTER 351. MUNICIPAL HOTEL OCCUPANCY TAXES

SUBCHAPTER A. IMPOSITION AND COLLECTION OF TAX

SUBCHAPTER B. USE AND ALLOCATION OF REVENUE

Sec. 351.101. USE OF TAX REVENUE.

(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; and

(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 65,000 but not more than 70,000 and is located in a county that has a population of 155,000 or less; or

(iii) has a population of at least 34,000 but not more than 36,000 and is located in a county that has a population of 90,000 or less; 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.

(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.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, Sec. 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, Sec. 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, Sec. 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, Sec. 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, Sec. 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, Sec. 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, Sec. 1, eff. June 18, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1247, Sec. 1, eff. June 18, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1144, Sec. 1, eff. June 15, 2007.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5420**

**Authorizing the Execution of a Landscape Agreement between the City of Sherman
and the Texas Department of Transportation for the Maintenance and Care
of a New “Welcome to Sherman” Sign**

Issue

The maintenance and care of a new “Welcome to Sherman” sign

Background

Each year, the Chamber of Commerce’s *Leadership Sherman* class is required to identify a community project that they will take responsibility for and complete. The 2009 class chose to build a new “Welcome to Sherman” sign along the south Highway 75 entrance to the city. The class has been involved in raising the funds to design and build the sign and is now ready to start construction. Before construction can begin, the Texas Department of Transportation (TxDOT) requires the municipality where the sign will be located to sign a maintenance agreement. The agreement that TxDOT is asking Sherman to execute requires the City to maintain the sign or move/remove it if the highway travel lanes move.

Origination

Texas Department of Transportation

Financial Consideration

Costs associated with maintaining the sign to keep it attractive.

Staff Recommendation

Approve the resolution authorizing the sign maintenance agreement between the City of Sherman and TxDOT.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5420

Landscape Agreement

Drawings of the “Welcome to Sherman” sign

Project Location Map

Prepared by:

Jeff Miller, Public Works Director

Approved by:

George Olson, City Manager

RESOLUTION NO. 5420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LANDSCAPE AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND CARE OF A NEW “WELCOME TO SHERMAN” SIGN; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Landscape Agreement with the Texas Department of Transportation for the maintenance of a new “Welcome to Sherman” sign within the U.S. Highway 75 right-of-way, between Reference Markers (RM) 208 and 210, in accordance with the terms and provisions of the documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

LANDSCAPE AGREEMENT
GRAYSON COUNTY

The Texas Department of Transportation, in its endeavor to beautify the highways of Texas, recognizes the validity of allowing private firms and individuals to perform landscape work within the highway right-of-way along the areas of their property frontage. In order to protect and preserve the investment made in the highway system by the citizenry of Texas, the Texas Department of Transportation, herein called the Department, deems it necessary to set out in this Agreement and its Exhibits limitations and specifications governing the acceptable design and maintenance of landscape installations. City of Sherman, herein called the Owner, agrees to abide by the same, upon entering into this Agreement with the Department.

This Agreement will in no way deny issuance of future utility permits within the highway right-of-way. Any costs of restoring this improvement arising from the repair or adjustment of existing and future utilities shall be borne by the Owner.

No reimbursement to the Owner will be made by the Department or its agents for the cost of this improvement, nor for its obliteration or relocation necessitated by Department improvements to the right-of-way or pavement structure.

Appropriate maintenance of the installation shall be performed by the Owner throughout the life of this Agreement to protect the safety and convenience of the traveling public. Any apparent roadway damage resulting from the placement or maintenance of this installation shall be immediately corrected by the Owner at his expense and under the supervision of the Department and its agents,

It is expressly understood that the Department does not purport, hereby, to grant any right, claim, title, or easement in or upon the roadway; and it is further understood that the Department may require the Owner to relocate or remove said installation, subject to governing laws, by giving thirty days written notice. Failure of the Owner to comply with the conditions of this Agreement and its Exhibits shall warrant such written notice.

The Owner shall indemnify and hold harmless the Department and its agents against any litigation for personal injury or property damage due to this installation. The Department shall also be indemnified from repair or replacement costs for any part(s) of this installation damaged by natural causes, vandalism, or accident.

This Agreement is herewith executed by affixing the indicated signatures under witness.

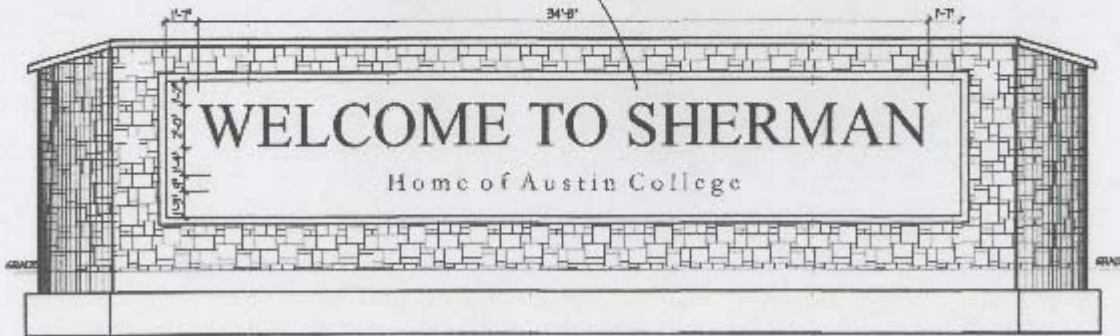
Department	Owner
By: _____	By: _____
Title: <u>Interim Area Engineer</u> <u>Sherman Area Office</u> <u>Paris District</u>	Title: <u>George Olson, City Manager</u> <u>City of Sherman</u>
Date: _____	Date: _____

State of Texas
County of GRAYSON

Before me, a notary public, on this ____ day of _____ personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

NOTE
ALL DIMENSIONS IN FEET

WELCOME TO SHERMAN
TEXT STYLE: TIMES TEN ROMAN
TEXT HEIGHT: 24"
HOME OF AUSTIN COLLEGE
TEXT STYLE: GARAMOND
TEXT HEIGHT: 4"



1 ELEVATION VIEW
VF-100

Libano Design
ARCHITECTS
1000 N. DALLAS ST. SUITE 100
DALLAS, TEXAS 75201
PHONE: 214.742.1111
FAX: 214.742.1112
WWW.LIBANODESIGN.COM

PRIMEK
CONCRETE
1000 N. DALLAS ST. SUITE 100
DALLAS, TEXAS 75201
PHONE: 214.742.1111
FAX: 214.742.1112
WWW.PRIMEKCONCRETE.COM

CITY OF SHERMAN, TEXAS
PROPERTY TO BE SITED
SHERMAN, TEXAS
SHERMAN ELEVATION

DESIGNED BY: S. LIBANO, AIA
DRAWN BY: J. LIBANO
CHECKED BY: J. LIBANO
DATE: 10/1/00

LIBANO
DESIGN
A 1.4
S D P



CONCRETE
PUMPING

334 S. CHURCH AVE. DALLAS, TEXAS 75221
OFFICE TELEPHONE: 817-455-6223
FAX: 817-527-0823

CONCRETE PUMPING
AND REINFORCEMENT

NOTE
SEE SHEET 10 FOR NOTES
AND SPECIFICATIONS
FOR THIS PROJECT

Labano Design
ARCHITECTS
1001 N. GILBERT ST.
SUITE 100
DALLAS, TEXAS 75202
TEL: 214-742-1111
FAX: 214-742-1112

CITY OF SHERMAN, TEXAS
HONORARY TO ENTRY SIGNAGE
SHERMAN, TEXAS
CITY OF SHERMAN, TEXAS

PROJECT: 0-0000-0
SHEET: 1
DATE: 11/1/00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

NO. 101-1
LINES
AND NOTES
A0.0
1 of 1



City of Sherman, Texas
"WELCOME to SHERMAN" SIGN

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5421**

**Authorizing the Execution of an Interlocal Agreement between the City of Sherman
and the City of Fort Worth for Household Hazardous Waste Services**

Issue

To provide for the renewal of an Interlocal Agreement with the City of Fort Worth for the proper disposal of household hazardous waste to combat illegal dumping

Background

In 2006, the City of Sherman entered into its first Interlocal Agreement with the City of Fort Worth to provide household hazardous waste collection services. With this contract, Sherman will be going into its fourth year of household hazardous waste collection events using the services of the City of Fort Worth Solid Waste Department. We typically schedule, and have budgeted for, two collection events this fiscal year. Staff also provides an accompanying E-Waste collection station during these events, which is provided at no cost to the city from a Bonham-based business. The cost to hold household hazardous waste events is at the same unit price as last year.

Origination

Department of Public Works

Financial Consideration

Funds have been budgeted and approved to host up to two household hazardous waste collection events during fiscal year (FY) 2009-2010. The cost to the City of Sherman for such an event is \$47.00 per vehicle that drops off material at the event.

Staff Recommendation

Approve the proposed Interlocal Agreement with the City of Fort Worth; and partner with them to provide Sherman residents with up to two collection events during FY 2009-2010.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5421

The City of Fort Worth's Standard Interlocal Agreement

Prepared by:
Jeffrey R. Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE SERVICES; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Fort Worth for household hazardous waste services, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting herein by and through Fernando Costa, its duly authorized Assistant City Manager, and the City of Sherman, a municipality situated in Grayson County, Texas, hereinafter referred to as "Participating City," acting herein by and through George Olson, its duly authorized City Manager.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.

DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Environmental Management Department facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the City of Sherman.

Participating Cities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC - Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ - Texas Commission on Environmental Quality.

2.

PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.

TERM

This Agreement shall be effective from the date the last party has signed this Agreement through September 30, 2010.

4.

SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.

- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

- 1. Fort Worth Operated Events:
If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

- (a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2010 calendar year on January 2, 2010. If this Agreement is not renewed prior to events scheduled for October – December 2010 Fort Worth will not send its MCU or personnel to the event. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

- (b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the

form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

- (c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.
- (d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather or the threat of adverse weather including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall notify persons listed in Section 5, Paragraph A and shall send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with Section 5, of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3. Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in

a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) The Reserve MCU shall be in good working condition and Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all work-related property damage, personal injury or death caused by Participating City's employees or volunteers and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection coordinator to interact with Fort Worth.

Designated person is: Andreas Liss telephone number: 903.892.7077
Pager number or 24-hour number where he or she can be reached: 903.814.2986

Alternate person is Jeff Miller telephone number: 903.892.7230
Pager number or 24-hour number where he or she can be reached: 903.814.7355

- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. **Participating City shall complete and sign the Voucher Utilization form attached herein as Exhibit "C" and include a copy of the official voucher if a voucher will be used.** In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- H. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.

3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.

9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth in Section 10, Paragraph B.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth in Section 10, Paragraph C.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM(S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.

C. In regards to materials accepted by Participating City, **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **IN REGARDS TO MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY, OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.**

F. In regards to materials accepted by residents or businesses of Participating Cities, **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:**

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;

3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.

RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:
Thursday and Friday 11:00 a.m. -- 7:00 p.m.
Saturday 9:00 a.m. -- 3:00 p.m.

B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays:

Thanksgiving Holiday, Thursday, Friday, and Saturday, November 26-28, 2009
Christmas Holiday, Friday, and Saturday, December 25-26, 2009
New Year's Day, Friday, January 1, 2010
Martin Luther King Day, Monday, January 18, 2010
Memorial Day, Monday, May 31, 2010
Independence Day, Monday, July 5, 2010
Labor Day, Monday, September 6, 2010

Participating City understands and agrees that Fort Worth is anticipating that there may be employee furlough days during the term of this contract and that the ECC will be closed and Fort Worth employees will not be available to conduct mobile collection events on those furlough days. If additional furlough days or additional closures are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

It is anticipated that the ECC will be closed on the following days as a result of the Fort Worth's tentative decision to furlough staff:

Columbus Day, Monday, October 12, 2009
Wednesday, November 25, 2009
Christmas Eve, Thursday, December 24, 2009
Good Friday, Friday, April 2, 2010
Saturday, May 29, 2010
Friday before Independence Day, July 2, 2010
Friday before Labor Day, September 3, 2010

Fort Worth will notify Participating City if this schedule changes.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 392-6268.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs of \$60.00 per hour for staff time and the cost of supplies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**") "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and

recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.

- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13. FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14. TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" (Paragraph 6)

"REUSE OF COLLECTED MATERIALS" (Paragraph 7) and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS LICENSE AGREEMENT" (Paragraph 11).

15.
NOTICE

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Brian K. Boerner, CHMM, Director
Environmental Management Department
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to Participating City:

Jeff Miller, Director Public Works
City of Sherman
P.O. Box 1106
Sherman, Tx 75091

16.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

17.
SEVERABILITY

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

18.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

19.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

20.
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

EXECUTED IN TRIPLICATE

CITY OF FORT WORTH

CITY OF Sherman

By:

By:

Fernando Costa
Assistant City Manager
Date: _____

Printed name: George Olson
Title: City Manager
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Assistant City Attorney

~~Assistant~~ City Attorney
Brandon Shelby

ATTEST:

ATTEST:

Marty Hendrix
City Secretary

~~City Secretary~~ City Clerk
Linda Ashby

Contract authorization

Date

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection
event on my property to collect household hazardous waste on the _____, 20____.
I hereby give my permission to the City of _____ and the City of Fort
Worth, to hold a household hazardous waste collection event on my property in which the City
of _____ has asked the City of Fort Worth to send its mobile
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of
Fort Worth or its officers, agents, and employees and the City of
_____ and its officers, agents, and/or employees for any and
all claims, demands, liability, causes of action, actions or suits of any character that I may have
against the City of Fort Worth or its officers, agents, and/or employees and the City of
_____ or its officers, agents, and/or employees for any property loss or
damage, for any and all personal injury including death or any other damage of any kind or
character which may arise or that arises from allowing the City of _____ to
hold a household hazardous waste collection event, in which the City of Fort Worth sends its
mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not
been influenced in any extent whatsoever by any representation or statements not contained in
this Agreement.

Signature

Date

Witness

Exhibit "C"

VOUCHER UTILIZATION

Select and sign one of the following statements.

The City of _____ (Participating City) wishes to use a voucher system for its residents visiting the ECC or a mobile event. Only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City.

A copy of the official voucher must be attached.

Printed name

Signature

Date

The City of Sherman (Participating City) **does not** wish to use a voucher system. All residents of Participating City showing appropriate proof of residency will be allowed to drop wastes off at the ECC or at mobile events in Participating City.

Andreas Liss
Printed name

Signature

10/01/2009
Date



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5422**

**Authorizing the Purchase of a New TYMCO Street Sweeper Body
and International Chassis for the Street Services Department through
the Texas Local Government Purchasing Cooperative (BuyBoard)**

Issue

To consider the purchase of a new street sweeper

Background

At this year's budget workshop, there was discussion about the benefits and cost savings of continuing our in-house street sweeping program. Approval was given for staff to purchase a new sweeper in fiscal year (FY) 2009-2010 and sweep all city streets up to four (4) times per year. An in-house sweeping program will also give the City greater responsiveness and lower costs during clean-up after special events, during construction projects, and following storm events.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Department of Public Works

Financial Consideration

The sweeper body and truck chassis will be purchased from Industrial Disposal Supply (IDS) in Plano, Texas, through the BuyBoard at a cost of \$148,072.50. Funds for the purchase were appropriated in the FY 2009-2010 vehicle replacement budget.

Staff Recommendation

It is recommended that staff be authorized to purchase a new street sweeper from IDS through the BuyBoard.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5422; BuyBoard Quote; Texas Local Government Purchasing Cooperative Interlocal Participation Agreement

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW TYMCO STREET SWEEPER BODY AND INTERNATIONAL CHASSIS FOR THE STREET SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMING 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 Industrial Disposal Supply, through the Texas Local Government Purchasing Cooperative (BuyBoard), one new TYMCO Model 600 street sweeper body and International 4300-M7 Chassis at a total purchase price of One Hundred Forty-Eight Thousand Seventy-Two Dollars and Fifty Cents (\$148,072.50), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

BuyBoard Model 600 Quote Sheet

BuyBoard Contract: 271-07 Oct. 1, 2007 - Sept. 30, 2010

Date: 09/06/09

Customer: City of Sherman, TX

Person Quoting Kaye Morgan

Base Model TYMC0 620 - Auxiliary Engine - John Deere 4045.4 cpl, Automatic Shutdown System, Dust Control System, Instruments in Cab, Hydraulic Tank Sight/Temperature Gauge, Dual Steering, Twin Gutter Brooms, Floodlights, Parabolic Mirrors, Pressure Bleeder, Water Fill Hose & Rack, Amber High Power Strobe Light, Rear Mounted Alternating Flashing Lights(2), Back-Up Alarm, Floodlights on Rear(2), Dual Skids, Gutter Broom Tilt Adjuster - Right Side, Rubber Liner Blower, Suction Inlet Liner, Swivel Weather Wiring

[illegible]

Requested by: _____

Approved by: _____

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED JUL 15 2002

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
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

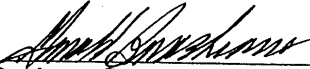
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable 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.

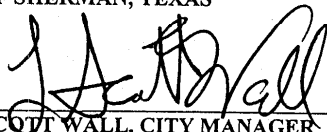
TO BE COMPLETED BY THE COOPERATIVE:

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

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5423**

Authorizing the Purchase of a New Hamm Steel Wheel Roller for the Street Services Department through the Houston-Galveston Area Council of Governments (H-GAC)

Issue

Approve the purchase of a Hamm steel wheel roller to replace existing Street Services equipment

Background

A steel wheel roller is a critical piece of equipment for street repairs/maintenance and is used by the Street Services Department to compact base material or roll new asphalt to a smooth surface. The current roller is a 1983 model, is experiencing engine problems, and has been very unreliable over the past year. When this equipment is not running, large street repairs requiring compaction can not be completed.

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

Origination

Department of Public Works

Financial Consideration

Replacement of this equipment has been approved in the fiscal year (FY) 2009-2010 budget; and funding is available in the equipment replacement fund. This equipment is available through H-GAC at the total cost of \$60,726.00.

Staff Recommendation

Purchase a new steel wheel roller from Kirby-Smith Machinery through the H-GAC at a total cost of \$60,726.00.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5423

H-GAC Contract Pricing Worksheet

H-GAC Interlocal Agreement

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HAMM STEEL WHEEL ROLLER FOR THE STREET SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 Kirby-Smith Machinery, through the Houston-Galveston Area Council of Governments (H-GAC), one new Hamm Model HD 13 Tandem Drum Vibratory Roller at a total purchase price of Sixty Thousand Seven Hundred Twenty-Six Dollars and No Cents (\$60,726.00), in accordance with the terms and provisions of the H-GAC contract pricing worksheet and the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**CONTRACT PRICING WORKSHEET**
For Standard Equipment PurchasesContract
No.:

EM -06-09

Date
Prepared:

9/9/2009

This Form must be prepared by Contractor and given to End User. End User Issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548.

Please type or print legibly.

Buying Agency:	City of Sherman	Contractor:	Kirby-Smith Machinery <i>WIRGEN-HAMM</i>
Contact Person:	Jim Cullen	Prepared By:	Larry Renfrow / Sol
Phone:		Phone:	214-371-7777
Fax:		Fax:	
Email:		Email:	lrenfrow@kirby-smith.com
Product Code:	B 28	Description:	Hamm tandem drum vibratory roller- model HD 13
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			\$50,668.00
B. Published Options - Itemize below - Attach additional sheet 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
All standard equipment	Included		
ROPS	Included		
Lights	Included		
Double drum scrapers on each drum	Included		
2" off set capability	Included		
One year machine warranty	Included		
Two year engine warranty	Included		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)			
Description	Cost	Description	Cost
Upgrade to 54" drum width-HD 14	no charge		
Transporter	10763		
Sun Canopy	880		
Amber beacon light	350		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	11993
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: 24%
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)			
Quantity Ordered:	1	X Subtotal of A + B + C:	62661
		Subtotal D:	62661
E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.			
Description	Cost	Description	Cost
Training	nc	Less OK discount	-1935
Operator/maintenance/parts manuals	nc		
		Subtotal E:	-1935
Delivery Date:	ASAP	F. Total Purchase Price (D+E):	\$60,726.00

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 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]
TAYLOR M. BUIE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5424**

Authorizing the Purchase of a 2010 Mack Residential Automated Collection Truck Chassis and McNeilus Collection Body for the Solid Waste Services Department through the Houston-Galveston Area Council of Governments (H-GAC)

Issue

To consider the purchase of a new residential automated solid waste collection truck

Background

Unit #615, a 1998 automated waste collection truck, has reached an age and condition that warrants replacement. The unit has over 70,000 miles and 10,000 engine hours, which are resulting in significant performance issues and downtime. Its performance often results in driver overtime to complete assigned routes. Solid Waste Services budgeted for a replacement truck this fiscal year and is proposing to purchase a chassis and packer body meeting our specifications from Dallas Mack Sales, LP and McNeilus Companies, through the Houston-Galveston Area Council of Governments (H-GAC).

Purchasing from 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

Department of Public Works

Financial Consideration

The body and chassis will be purchased at a total cost of \$206,343.00, over \$25,000.00 under the amount budgeted. Funds for the purchase of this new equipment were appropriated in the fiscal year (FY) 2009-2010 equipment replacement budget.

Staff Recommendation

It is recommended that staff be authorized to purchase a new automated solid waste truck chassis and collection body from Dallas Mack Sales, LP and McNeilus Companies, through the H-GAC.

Alternatives

Those as may be authorized by the City Council.

Attachments

Resolution No. 5424; H-GAC Pricing Worksheets for the body and chassis; H-GAC Interlocal Agreement

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5424

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2010 MACK RESIDENTIAL AUTOMATED COLLECTION TRUCK CHASSIS AND MCNEILUS COLLECTION BODY FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 Mack Sales, LP and McNeilus Companies, through the Houston-Galveston Area Council of Governments (H-GAC), a new 2010 Mack Residential Automated Collection Truck Chassis and 28-cubic yard McNeilus Collection Body at a total purchase price of Two Hundred Six Thousand Three Hundred Forty-Three Dollars and No Cents (\$206,343.00), in accordance with the terms and conditions of H-GAC's Contract Pricing Worksheets and the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

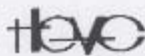
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



CONTRACT PRICING WORKSHEET

(The Following Details MUST be provided with any purchase order submitted to H-GAC by End User)

End User: CITY OF SHERMAN, TEXAS	Date Prepared: 09/22/2009
Prepared By: DAVID CARROUM/DALLAS MACK SALES, L.P.	Contract No.: HI11-07
Phone No.: 800-299-6225	Item Product Code: KG
Description: 2010 MACK MRU613 "CABOVER" STYLE REFUSE TRUCK	
A Item Base Unit Price, Per H-GAC Contract: A: \$ 57,450.00	

B Published Options (Itemize below, attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
1364923	ALLISON TRANSMISSION	13500	1900080	80 GALLON RH TANK	\$ 2,675.00
7799913	ALLISON REFUSE PKG	1625	2401501	EXT 20, 20,000#	\$ 3,450.00
RGN0003	REGEN OPTIONS	2350	2442003	20,000# FRONT SPRINGS	\$ 2,550.00
1305021	SIDE OUTLET DIFFUSER	1275	2680462	S462 REAR AXLE	\$ 2,925.00
SL40008	AUTO TRANS, SYN. FLUID	2625	2794102	EXTENDED FRONT BUMPER	\$ 2,310.00
4240003	MC DOORS	2335	2240015	FR. MTD. PUMP BRACKET	\$ 3,925.00
1861035	SS462, 46,000# REAR SUSPENS	3650			
2560003	PDL0	3387			
1522102	HEATED MIRRORS	1725	900BRID	BRIDGESTONE FR. TIRES	\$ 2,125.00
1962279	905L SEAT	1765	9005348	425/65R22.5 FRONT TIRES	\$ 2,925.00
6410002	RADIO SHUTOFF IN REVERSE	1115	Subtotal From Additional Sheet(s):		
					Subtotal B: \$ 58,237.00

C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
GOOD	CUSTOMER DISCOUNT	-537			
			Subtotal From Additional Sheet(s):		
					Subtotal C: \$ (537.00)

Check: The total cost of Unpublished Options as a percentage of the total of the Base Price plus

Published Options cannot exceed 25%. For this transaction, the percentage is:

\$ (0.00)

Note: Unpublished Options cannot be used to change to another contracted model.)

D Miscellaneous Price Adjustments

Subtotal D: \$ 115,150.00	

E Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)

Quantity Ordered	X	\$ 1.00
		Subtotal E: \$ 115,150.00

F H-GAC Fee Calculation (From Current Fee Tables)

Subtotal F: \$ 600.00

G Non-Equipment Charges (Trade-In, Extended Warranty, Delivery, etc.)

Subtotal G: \$ -	

H Total Purchase Price (E+F+G): \$ 115,750.00

Promised Delivery Date: 210 DAYS ARC

(Please Print Legibly)

CONTRACT PRICING WORKSHEET

Contract
No.:

RCOS-08

Date Prepared:

09/21/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Sherman	Contractor:	McNeilus Companies
Contact Person:	Aubrey Henderson	Prepared By:	Mike Richer
Phone:	903-892-7288	Phone:	972-225-2313
Fax:	903-813-1635	Fax:	972-225-7077
Email:	aubreyh@ci.sherman.tx.us	Email:	mricher@mcneilusco.com

Product Code	CF03	Description:	McNeilus Street Force 28yd Auto Reach
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

77 524

B. Published Options - Itemize below - Attach additional sheet 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
Additional charge for McNeilus: Street Force 28yd	\$1,478		
			
		Subtotal From Additional Sheet(s):	
		Subtotal B:	1478

C. Unpublished Options:- Itemize below + Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3rd Eye Dual Cameras(TG & hopper)/w/Monitor	3551	Trapezoidal Light(Rear Facing)	229
Packer Assist Panel	2809	Hopper Work Light	229
Outside Controls	1490	In Cab Fire Ext & Triangle Safety Kit	143
Smart Lights	671	Paper Screen	114
Fire Extinguisher, 20lb, Under Body Scabbard, Strer	430	Subtotal From Additional Sheet(s):	
Arm Work Light(Fender Mounted	229	Subtotal C:	939

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:

132

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	88897	=	Subtotal D:	88897
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K. Other Charges, Trade-ins, Allowances, Discounts, Etc.

[illegible]

Delivery Date:	10-12 weeks ARC
-----------------------	-----------------

F. Total Purchase Price (D+E):

50593

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. C.10

*** RESOLUTION NO. 5425**

Revoking and Replacing Resolution No. 5259; Establishing Salary Structures and Incentive/Assignment Pay Schedules for Firefighters and Police Officers

Issue

The City Council is required by state law to establish salary structures and incentive/certification pay schedules for members of the classified service.

Background

The City Council has authorized certification and incentive pay for certain positions within the Police and Fire Departments. This Resolution will maintain that pay with the new rank titles being considered for adoption by Council in prior Agenda Item No. B.2 at this meeting.

Origination

J. J. Jones, Fire Chief

Wayne Blackwell, Director of Civil Service/Human Resources Administrator

Financial Consideration

Funds are appropriated in the 2009-2010 budget for these pay amounts for Police and Fire Department personnel. Total personnel costs will remain unchanged with these pay levels compared to previously existing pay levels.

Staff Recommendation

Staff recommends approval of the proposed Resolution.

Alternatives

The City Council could choose not to approve this Resolution, leaving unchanged the fire and police salary structures and incentive/certification pay schedules approved on September 15, 2008 through Resolution No. 5259.

Attachments

Resolution No. 5425

Resolution No. 5259

Prepared by:

J. J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5259; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; 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 Resolution No. 5259, passed and approved on the 15th day of September, 2008, is hereby revoked.

SECTION 2. That, from and after the effective date of the 16th day of October, 2009, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY SENIORITY PAY	TOTAL
FIREFIGHTER			
Entry	\$2,991.15	N/A	\$2,991.15
1 Year	\$2,991.15	\$346.80	\$3,337.95
2 Year	\$2,991.15	\$396.86	\$3,388.01
3 Year	\$2,991.15	\$447.70	\$3,438.85
4 Year	\$2,991.15	\$499.29	\$3,490.44
5 Year	\$2,991.15	\$551.65	\$3,542.80
ENGINEER			
Entry	\$3,641.40	N/A	\$3,641.40
1 Year	\$3,641.40	\$ 54.65	\$3,696.05
2 Year	\$3,641.40	\$110.08	\$3,751.48
CAPTAIN			
Entry	\$3,988.20	N/A	\$3,988.20
1 Year	\$3,988.20	\$ 59.84	\$4,048.04
BATTALION CHIEF			
Entry	\$4,291.65	N/A	\$4,291.65
1 Year	\$4,291.65	\$ 85.85	\$4,377.50

DIVISION CHIEF			
Entry	\$4,777.50		\$4,777.50
1 Year	\$4,777.50	\$-0-	\$4,777.50
PATROLMAN			
Entry – Non-Certified	\$3,165.91	N/A	\$3,165.91
Entry – Certified	\$3,337.95	N/A	\$3,337.95
1 Year	\$3,337.95	\$166.94	\$3,504.89
2 Year	\$3,337.95	\$412.25	\$3,750.20
3 Year	\$3,337.95	\$862.24	\$4,200.19
4 Year	\$3,337.95	\$925.22	\$4,263.17
5 Year	\$3,337.95	\$989.23	\$4,327.18
CORPORAL			
Entry	\$4,421.70	N/A	\$4,421.70
1 Year	\$4,421.70	\$ 88.40	\$4,510.10
2 Year	\$4,421.70	\$178.67	\$4,600.37
SERGEANT			
Entry	\$4,768.50	N/A	\$4,768.50
1 Year	\$4,768.50	\$ 95.37	\$4,863.87
2 Year	\$4,768.50	\$192.61	\$4,961.11
LIEUTENANT			
Entry	\$5,115.30	N/A	\$5,115.30
1 Year	\$5,115.30	\$102.34	\$5,217.64
CAPTAIN			
Entry	\$5,375.40	N/A	\$5,375.40
1 Year	\$5,375.40	\$107.53	\$5,482.93

SECTION 3. That, from and after the effective date of the 16th day of October, 2009, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as an Emergency Medical Technician (E.M.T.) shall receive \$130.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meet the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive an additional \$375.00 per month Incentive/Certification Pay.

- (c) The total amount of Incentive/Certification Pay acquired by an employee for certification as an Emergency Medical Technician (E.M.T.) and Paramedic shall be \$505.00 per month.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (e) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive an additional \$114.40 per month Incentive/Certification Pay.
- (f) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$318.40 per month.
- (h) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (i) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (j) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (k) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (l) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 4. That, from and after the effective date of the 16th day of October, 2009, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.

- (b) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (d) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$275.00 per month.
- (e) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (f) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (h) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (i) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief shall receive \$100.00 per month Incentive/Certification Pay.
- (j) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

RESOLUTION NO. 5259

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5081; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 5081, passed and approved on the 17th day of September 2007, is hereby revoked.

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

CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY SENIORITY PAY	TOTAL
FIREFIGHTER			
Entry	\$2,991.15	N/A	\$2,991.15
1 Year	\$2,991.15	\$346.80	\$3,337.95
2 Year	\$2,991.15	\$396.86	\$3,388.01
3 Year	\$2,991.15	\$447.70	\$3,438.85
4 Year	\$2,991.15	\$499.29	\$3,490.44
5 Year	\$2,991.15	\$551.65	\$3,542.80
DRIVER			
Entry	\$3,641.40	N/A	\$3,641.40
1 Year	\$3,641.40	\$54.65	\$3,696.05
2 Year	\$3,641.40	\$110.08	\$3,751.48
LIEUTENANT			
Entry	\$3,988.20	N/A	\$3,988.20
1 Year	\$3,988.20	\$59.84	\$4,048.04
CAPTAIN			
Entry	\$4,291.65	N/A	\$4,291.65
1 Year	\$4,291.65	\$85.85	\$4,377.50

FIRE MARSHAL			
Entry	\$4,941.90	N/A	\$4,941.90
1 Year	\$4,941.90	\$98.86	\$5,040.76
PATROLMAN			
Entry – Non-Certified	\$3,165.91	N/A	\$3,165.91
Entry – Certified	\$3,337.95	N/A	\$3,337.95
1 Year	\$3,337.95	\$166.94	\$3,504.89
2 Year	\$3,337.95	\$412.25	\$3,750.20
3 Year	\$3,337.95	\$862.24	\$4,200.19
4 Year	\$3,337.95	\$925.22	\$4,263.17
5 Year	\$3,337.95	\$989.23	\$4,327.18
CORPORAL			
Entry	\$4,421.70	N/A	\$4,421.70
1 Year	\$4,421.70	\$88.40	\$4,510.10
2 Year	\$4,421.70	\$178.67	\$4,600.37
SERGEANT			
Entry	\$4,768.50	N/A	\$4,768.50
1 Year	\$4,768.50	\$95.37	\$4,863.87
2 Year	\$4,768.50	\$192.61	\$4,961.11
LIEUTENANT			
Entry	\$5,115.30	N/A	\$5,115.30
1 Year	\$5,115.30	\$102.34	\$5,217.64
CAPTAIN			
Entry	\$5,375.40	N/A	\$5,375.40
1 Year	\$5,375.40	\$107.53	\$5,482.93

SECTION 3. That, from and after the effective date of this resolution, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as an Emergency Medical Technician (E.M.T.) shall receive \$130.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meet the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive an additional \$375.00 per month Incentive/Certification Pay.
- (c) The total amount of Incentive/Certification Pay acquired by an employee for certification as an Emergency Medical Technician (E.M.T.) and Paramedic shall be \$505.00 per month.

- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (e) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive an additional \$114.40 per month Incentive/Certification Pay.
- (f) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$318.40 per month.
- (h) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (i) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (j) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (k) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (l) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 4. That, from and after the effective date of this resolution, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.

- (d) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$275.00 per month.
- (e) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (f) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (h) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (i) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief shall receive \$100.00 per month Incentive/Certification Pay.
- (j) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 5. 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 15th day of Sept., 2008.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: Bill Magers
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: Doreen E. McGookey
DOREEN E. MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**
Annual Supply of Chemicals

Issue

To consider a request to advertise for an annual supply of chemicals for fiscal year 2009-2010

Background

Annually, the City requests bids for the supply of our industrial chemical purchases, primarily for use at the Water Treatment Plant and the Wastewater Treatment Plant.

Origination

Department of Utilities Administration

Financial Consideration

Funds for the purchase of chemicals were appropriated in the recently approved budget for fiscal year 2009-2010. Advertising costs are estimated to be about \$150.00.

Staff Recommendation

It is recommended that the City Council approve the request to advertise related to the purchase of the annual supply of chemicals.

Alternatives

As may be directed by the City Council

Attachments

None

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.2

*** CHANGE ORDER NO. 1**

2009 Biosolids Project; Synagro of Texas - CDR, Inc.; \$17,061.39, Decrease

Issue

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

Background

Most of the cost reduction in this project was attributable to a smaller-than-planned requirement for lime. Additionally, the amount of biosolids processed was slightly lower than original estimates, in part due to higher-than-planned nutrient content. Since the contract was a “unit price” contract, the actual amount of work wasn’t known until all the work was completed.

Origination

Department of Utilities Administration

Financial Consideration

The change order results in a net decrease of \$17,061.39 to the original contract amount of \$159,185.00, yielding a final contract price of \$142,123.61. Funding for this project remains available in the Treatment Services operating budget.

Staff Recommendation

It is recommended that the City Council approve this proposed change order.

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. _____ Date: September 21, 2009
Change Order No. 1 Project: 2009 Biosolids Project

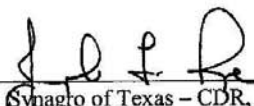
To: (Contractor) Synagro of Texas – CDR, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
PA.1 Processing	Delete 100 C.Y. @ \$6.50/C.Y.	\$ 650.00	
PA.2 Lime	Delete 135.1 Tons @ \$156.45/Ton	\$21,136.39	
PA.3 Spreading	Add 900 C.Y. @ \$5.25/C.Y.		\$ 4,725.00
Total	Net Decrease	\$21,786.39	\$4,725.00

The sum of **\$ 17,061.39** is hereby **deleted from** the total contract price, **\$ 159,185.00** and the total adjusted contract price to date thereby is **\$ 142,123.61**.

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By:  Date: September 23, 2009

Synagro of Texas – CDR, Inc.
Joseph L. Page, Vice President

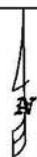
Recommended By: _____ Date: _____
Mark Gibson, Director of Utilities & Engineering

Approved By: _____ Date: _____
George Olson, City Manager



2009 BIOSOLIDS PROJECT

City of Sherman, Texas





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.3

*** CHANGE ORDER NO. 1**

Canyon Creek Drive Extension Project; Gilco Contracting, Inc.; \$8,073.50, Increase

Issue

Change Order No. 1 is a final closeout change order to adjust the contract amount for the Canyon Creek Drive Extension project.

Background

The Capital Improvement Program (CIP) project to build the new section of West Canyon Creek Drive, from its west end at Silverado Trail to Shady Oaks Lane, is now complete. As a part of closing out the project, Change Order No. 1 was prepared by the engineer to account for bid item decreases and increases. There were credits given for fence construction and lime used for base stabilization. Increases occurred in the amount of concrete used, additional sod needed to stabilize slopes, and one additional metal culvert needed at Shady Oaks and Canyon Creek.

Origination

Department of Public Works

Financial Consideration

The change order results in a net increase of \$8,073.50 to the original contract amount of \$514,994.75, yielding a final contract price of \$523,068.25. Funds are available in the current CIP budget for this change order.

Staff Recommendation

It is recommended that the City Council approve this proposed change order.

Alternatives

As may be directed by the City Council

Attachments

Proposed Change Order No. 1

Location Map

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager



Contract Change Order

PROJECT: Canyon Creek Drive OWNER: City of Sherman CONTRACTOR: Gilco Contracting ENGINEER: CP&Y, Inc. CHANGE ORDER NO.: 1		City Job # CP&Y Project #: CSH09011 Date: 9/17/2009	
Make the following additions, modifications or deletions to the work described in the Contract Documents and adjust the Contract Amount and/or Contract Time accordingly as noted below:			
Item 9 - Decrease 3 TON @ \$137.50			\$412.50
Item 17-Increase 88 SY @ \$45.00			\$3,960.00
Item 33-Decrease \$2500 LS by 50%			\$1,250.00
CO1 - 60 LF - 12" CMP @ \$30.20/LF			\$2,416.00
CO2 - 300 SY ADDNL 90D @ \$11.20/SY			\$3,360.00
		Total Increase Sum:	\$8,073.50
		Total Increase Time:	0
The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.			
Previous Contract Amount (incl. previous CO's)		\$	514,944.75
Net Change in Contract Amount			\$8,073.50
Revised Contract Amount		\$	523,018.25
Previous Contract Time (incl. previous CO's)			Days
Net Change in Contract Time			Days
Revised Contract Time			Days
Previous Substantial Completion Date			
Previous Final Completion Date			
Revised Substantial Completion Date			
Revised Final Completion Date			
Recommended for Approval by: CP&Y, INC. By <u>[Signature]</u> Date <u>9/22/09</u>		Approved by GILCO CONTRACTING By <u>[Signature]</u> Date <u>9/22/09</u>	
Approved by CITY OF SHERMAN By <u>[Signature]</u> Date <u>9/23/09</u>			



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

Consider Request of the Austin College Kappa Gamma Chi to Temporarily Close Certain Streets for the Homecoming 2009 'Roo Run and Joey Walk on Saturday, October 17, 2009

Issue

Austin College Kappa Gamma Chi has submitted a request to close certain streets surrounding the Austin College campus for the Homecoming 2008 'Roo Run and Joey Walk at 8:00 a.m. on Saturday, October 17, 2009

Background

The Austin College Kappa Gamma Chi is sponsoring the Annual 5K 'Roo Run and 1-mile Joey Walk, to be held in conjunction with the Austin College 2009 Homecoming on Saturday, October 17th. The activities will begin at 8:00 a.m. and will follow the route outlined on the attached map. The event will require traffic control assistance, and barricades from the City of Sherman.

Origination

Christina Jones, Austin College Kappa Gamma Chi 'Roo Run Service Chair

Financial Consideration

Labor and equipment to provide traffic control assistance, implement barricade placement and removal.

Staff Recommendation

It is recommended that the City Council approve this request and authorize the necessary traffic support, control and assistance to accommodate the event.

Alternatives

Select another date, time or location for the proposed activities.

Attachments

Memo from Ms. Jones dated September 11, 2009

Map of Proposed Route

Prepared and Approved by:
George Olson, City Manager



AUSTIN COLLEGE

M E M O R A N D U M

DATE: September 11, 2009
TO: Sherman City Manager
FROM: Christina Jones
Austin College Kappa Gamma Chi 'Roo Run
Service Chair
RE: Homecoming 2009 'Roo Run

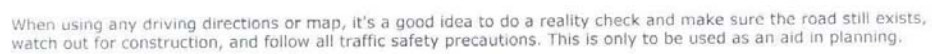
On Saturday, October 17, 2009 the Annual Kappa Gamma Chi 'Roo Run will be held in connection with Austin College 2009 Homecoming. The 5K 'Roo Run and 1-mile Joey Walk will begin at 8:00 a.m. on the steps of Ida Green Communications Center and then continue as shown on the attached map. Please allow the Austin College 'Roo Run permission to use Sherman city streets and traffic control assistance as in the past years.

Please contact me at 817.734.9467 if you have questions or need additional information.

cc. Cindy Bean, Associate Director of Alumni and Parent Relations
Michael Deen, Associate Director of Student Life

Attachment: Roo Run Map

YAHOO!®



<http://maps.yahoo.com/print?mvt=m&ioride=us&tp=1&stx=&fcst=&frat=&clat=33.64810...> 9/11/2009



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.5

OTHER BUSINESS

**Discuss Finance Issues related to Group Health Insurance
and Approve Group Health Insurance Renewal**

Issue

Give update on the City's employee and retiree group health plan and effects of related accounting pronouncements of the group health plan on the City's financial reporting.

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (2)

Issue

The terms of Casey Peacock and Jo Ann Osburn on the Parks and Recreation Advisory Board expired on September 5, 2009. Both are eligible to be reappointed. Mr. Peacock does wish to be reappointed, but Mrs. Osburn does not. John Murphy has completed an application for service on the Board. With the resignation of Chris Oestreich, there is also a vacancy on the Board.

Background

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination

The appointments 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 appointments to the Parks and Recreation Advisory Board.

Alternatives

The City Council could choose not to make appointments.

Attachments

A membership roster, fact sheet, applicant list, reappointment letters, and application are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

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

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jason Bethel	1	A 2/23/2009	2/23/2011	1	
Vacant					
Shane Best	4	A 6/19/2007 R 6/19/2009	6/19/2009 6/19/2011	1 2	
Casey Peacock	1	U 4/8/2008	9/5/2009	1	
Margie Morris	4	A 11/8/2005 R 11/8/2007	11/8/2007 11/8/2009	1	
Jo Ann Osburn	1	A 9/5/2007	9/5/2009	1	
Trent Bass	1	U 3/17/2009	11/8/2009	0	

NOTE:

Chair: Chris Oestreich

Term: February 2009 (resigned 9/21/2009)

Vice Chair:

CITY STAFF: Kevin Winkler, Parks and Recreation Administrator
Revised 7/7/2009

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board

Positions Vacant 2

Applicant	Address	District	Qualifications
Casey Peacock	2005 Bois 'd Arc	1	Current Member; Wishes to be Reappointed
John Murphy	3301 N. FM 1417, Apt. 1122	1	Modern Exploration

COMMENTS:

SHERMAN



PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

September 21, 2009

Jo Ann Osburn
2412 Turtle Creek Dr.
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mrs. Osburn:

Your term on the Parks and Recreation Advisory Board expired on September 5, 2009. 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
City Clerk

cc: Kevin Winkler, Parks and Recreation Administrator

☐ I do wish to be considered for reappointed to this board
☒ I do not wish to be considered for reappointment to this board

Signature

Date

Sept. 22, 2009

Please return to:

City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106
P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106 (903) 892-7206



SHERMAN



PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

September 21, 2009

Casey Peacock
2005 Bois'd Arc
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mr. Peacock:

Your term on the Parks and Recreation Advisory Board expired on September 5, 2009. 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
City Clerk

cc: Kevin Winkler, Parks and Recreation Administrator

☒

I do wish to be considered for reappointed to this board

☐

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

Signature

Date

9/24/09

Please return to:

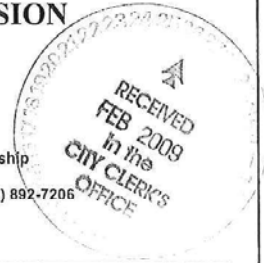
City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

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





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

Name of Board or Commission: Park & Rec Board

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

Personal Information	Occupational Information
Home Address: <u>3301 N FM 1417 #1122</u>	Business Name: <u>MODERN EXPLORATION</u>
Mailing Address: _____	Occupation: <u>ACCOUNTING MGR</u>
Telephone: <u>9032717652</u> Fax: _____	Address: <u>213 N TRAVIS SHERMAN</u>
E-Mail: <u>JOHN@MODERNEXPLORATION.COM</u>	Telephone: <u>9038931129</u> Fax: <u>9038920655</u>
Sherman Resident for <u>15</u> years County: _____	E-Mail: _____
Drivers License No.: <u>10189150</u>	
*Voter Registration No.: <u>1025130736</u> ✓	

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

Prior work experience: (please include dates)
FOR MODERN SINCE 1996

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1973
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: MERCY, CEDAR RAPIDS, IA ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

SHERMAN CITY COUNCIL 1999-2001, VARIOUS BOARDS IN CITY PRIOR TO ELECTION
VARIOUS CHURCH ACTIVITIES - YOUTH SERVICE ACADEMY SINCE 2002.
PARTY FESTIVAL COMMITTEE SINCE 1990, CHRISTMAS PARADE SINCE 1990, LUNG CANCER
MUSIC BLDG

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one? _____

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

I ADMIRE THE INVESTMENT OUR CITY HAS MADE IN OUR PARKS & WANT TO BE PART OF
THE BOARD THAT GUIDES CONTINUED GROWTH/IMPROVEMENTS

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) BALANCING THE MOST EFFECTIVE USE OF AVAIL FUNDS AGAINST
THE OTHER DEMANDS OF INFRASTRUCTURE.

BOARD NEEDS TO RECOG. & ADDRESS PROJECTS WHICH WILL GIVE

2) THE CITY THE MOST "BANG FOR IT'S BUCK"

3) _____

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

PRIVATE SECTOR BUDGETING MY KIDS & I HAVE & ARE USING
PUBLIC OUR WONDERFUL PARKS

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

NONE

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

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.

*I affirm that I am qualified to vote.

Signature: [Signature] Date: 2/19/09

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 CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.072

Deliberations Regarding Real Property

- (a) Deliberate Regarding the Potential Purchase, Exchange, Lease, or Value of a Piece of Real Property:**

- (i) Blalock Fire Station in the 100 Block of Highway 1417 East**

Section 551.074

Personnel Matters

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

- (i) Sherman Economic Development Corporation Board of Directors (3)**
(ii) Grayson Central Appraisal District Board of Directors (1)

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. F.1

OPEN MEETING

**Reconvene into Open Meeting and consider action, if any,
on items discussed in Executive Session**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. F.2

RESOLUTION NO. 5426

Nominating a Candidate to the Grayson Central Appraisal District Board of Directors

Issue

To consider nominating a candidate to the Grayson Central Appraisal District Board of Directors

Background

Every two years, the taxing entities of Grayson County elect the five members of the Grayson Central Appraisal District's Board of Directors. Votes are apportioned on the basis of the tax levy of each entity. The City of Sherman does not have enough votes to elect a board member on its own. The City could potentially make an agreement with other taxing entities to jointly elect a member. The number of votes needed to assure a candidate's election is 1,000. The City of Sherman has been allocated 262 votes. We would need to secure 738 more votes to assure the election of the candidate that we nominate. Nominations must be received by the Appraisal District no later than October 15th; and the vote will take place on or before December 15th.

Origination

Teresa Parsons, Grayson Central Appraisal District Chief Appraiser

Financial Consideration

There is no direct impact on the City's finances.

Staff Recommendation

The staff recommends that the City of Sherman forgo its opportunity to nominate an individual to serve on this board, unless we can be assured of the candidate's election.

Alternatives

The City Council could nominate their own individual, without regard to seeking votes from other entities.

Attachments

Resolution No. 5426

Letter from Chief Appraiser Teresa Parsons dated September 24, 2009

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, NOMINATING A CANDIDATE TO THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; 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, pursuant to the authority of V.T.C.A., Tax Code §6.01, an appraisal district is established in each county in the State of Texas; and

WHEREAS, pursuant to such authority, the Grayson Central Appraisal District has been created in Grayson County; and

WHEREAS, the governing bodies of the taxing authorities participating in said district are authorized to nominate not more than five (5) candidates to serve as directors of said appraisal district;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. That the following named individual is hereby nominated as a candidate to the Board of Directors of the Grayson Central Appraisal District:

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

GRAYSON CENTRAL APPRAISAL DISTRICT

205 North Travis Street
Sherman, Texas 75090

Phone - 903.893.9673
Fax - 903.892.3835

E-mail - parsonst@graysonappraisal.org
Website - www.graysonappraisal.org

September 24, 2009

George Olson, City Mgr.
City of Sherman
P.O. Box 1106
Sherman, TX 75091

RECEIVED
SEP 2009
City Manager's
Office

RE: Election - Appraisal District Board of Directors
Notice of Entity Votes

Dear Presiding Officer,

As provided by the Texas Property Tax Code, Section 6.03(e), I have calculated the number of votes to which each eligible taxing entity is entitled, according to its proportion of tax levy. All five (5) Appraisal District board positions are open for appointment each odd-numbered year, thus there are a total of 5,000 votes allocated among the voting entities. The number of votes thus allocated to your entity is:

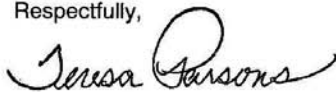
262

The next step in the election process is nomination of candidates. **Before October 15th**, taxing units may nominate by resolution adopted by its governing body, one candidate for each position to be filled on the Board of Directors, or any number from one to five candidates. Names of the unit's nominees are submitted to the Chief Appraiser. Board members serve 2-year terms, the next term running from January 1, 2010 to December 31, 2011. The candidates must meet the requirements set forth in the Property Tax Code, Section 6.03(a). After nominations are received, an official ballot will be delivered to your entity by the end of October. Candidate qualifications are:

- District resident for at least two (2) years;
- Not an employee of a taxing entity unless also serving on the governing body or being an elected official.

Please let me know if there are questions regarding any aspect of the Board election process. Thank you in advance for your participation.

Respectfully,



Teresa Parsons
Chief Appraiser

**Grayson Central Appraisal District
Board of Directors Election
2010-2011
Voting Allocation**

ENTITY	2008 TAX LEVY	% OF TOTAL	# OF VOTES
Bells ISD	1,878,389.04	1.4877	74
City of Bells	225,106.85	0.1783	9
Celina ISD	2,731.62	0.0022	0
Collinsville ISD	1,493,855.19	1.1831	59
City of Collinsville	125,757.55	0.0996	5
Denison ISD	14,764,282.46	11.6931	585
City of Denison	5,614,122.71	4.4463	222
Gunter ISD	2,824,403.00	2.2369	112
City of Gunter	392,397.19	0.3108	16
Howe ISD	2,397,304.96	1.8986	95
City of Howe	369,475.53	0.2926	15
Pilot Point ISD	133,935.18	0.1061	5
Pottsboro ISD	7,690,968.17	6.0911	305
City of Pottsboro	492,212.11	0.3898	20
Sadler/Southmayd ISD	4,302,572.91	3.4076	170
City of Southmayd	160,307.87	0.1270	6
Sherman ISD	30,661,061.46	24.2832	1,214
City of Sherman	6,607,470.49	5.2330	262
Tioga ISD	1,029,927.04	0.8157	41
City of Tioga	188,406.88	0.1492	7
Tom Bean ISD	1,601,410.46	1.2683	63
City of Tom Bean	150,562.96	0.1192	6
Trenton ISD	66,247.41	0.0525	3
Van Alstyne ISD	5,368,965.77	4.2522	213
City of Van Alstyne	976,652.93	0.7735	39
Whitesboro ISD	5,058,016.60	4.0059	200
City of Whitesboro	591,153.52	0.4682	23
Whitewright ISD	1,673,526.03	1.3254	66
City of Whitewright	314,468.24	0.2491	13
Grayson County	29,103,737.09	23.0498	1,152
City of Knollwood	5,212.85	0.0041	0
TOTALS	126,264,642.07	100.0000	5,000



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. F.3

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-5-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

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

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