

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 1, 2007
5:00 P.M.**

- A.1** [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2** [PLEDGE OF ALLEGIANCE](#)
- A.3** [INVOCATION BY THE HONORABLE JOE N. SMITH, COUNCIL MEMBER](#)
- A.4** [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING \(HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS\) OF SEPTEMBER 14, 2007, AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2007](#)

Proclamations

- A.5** [PROCLAMATION](#)
 “Texoma Night Out” – October 6, 2007
- A.6** [PROCLAMATION](#)
 “Lions White Cane Day” – October 13, 2007

Introduction and Public Hearing of Ordinances

- B.1** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5486](#)
 Amending Ordinance No. 5481; Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2007, for the Purpose of Adopting a Local Sales and Use Tax to Provide Revenue for Maintenance and Repair of Municipal Streets; Providing that Said Election be Held Jointly with the County of Grayson, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for Use of Direct Recording Electronic (DRE) Equipment; Providing for Early Voting
- B.2** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5488](#)
 Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Sherman Hills, LLC (Owner), Dan Murray (Representative), and Teague, Nall and Perkins (Engineer) to Allow a Clubhouse for a Golf Course in an R-1 (One and Two Family Residential) District and the O-1.2 (Sam Rayburn) Overlay District in the 2500-2600 Blocks of U.S. Highway 75 South; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5489](#)

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 2500-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5490](#)

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and R-2 (Multi-Family Residential) District in the 5400 Block of U.S. Highway 82 West (UCD 82 – Hudgins, L.P., Owner)

B.5 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5491](#)

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 1020 South Austin Street (Jerry Paul Higgins, Owner)

Close Public Hearing and Consider Adoption of Ordinances

B.6 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- | | |
|-------------|-------------|
| a) 5486 | d) 5490 |
| b) 5488 | e) 5491 |
| c) 5489 | |

B.7 [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. 5095](#)

Authorizing the City Manager to Execute Contracts with the Tourism Director, the Sherman Council of Arts and Humanities, Inc., the Red River Historical Museum, and Downtown Sherman Preservation and Revitalization

C.2 [* RESOLUTION NO. 5096](#)

Authorizing Execution of a Fire Fighting Service Agreement with Grayson County for the Period of October 1, 2007, through September 30, 2010

C.3 [* RESOLUTION NO. 5097](#)

Awarding a Bid to and Authorizing Execution of a Service Contract and an Addendum to the Contract with Revenue Rescue L.L.C.; Providing for Billing and Collection Services for Assistance Rendered by the Sherman Fire Department

C.4 [* RESOLUTION NO. 5098](#)

Appointing and Authorizing the Execution of an Agreement with Patillo, Brown & Hill, LLP to Perform the Fiscal Year 2007 Audit

C.5 [RESOLUTION NO. 5099](#)

Suspending the October 25, 2007 Effective Date of Atmos Energy Corp., Mid-Tex Division Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Atmos Cities Steering Committee and Other Cities in the Atmos Energy Corp., Mid-Tex Division Service Area to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Requiring Reimbursement of Cities' Rate Case Expenses; Requiring Notice of this Resolution to the Company and Legal Counsel

C.6 [* RESOLUTION NO. 5100](#)

Authorizing the Purchase of Two Brush Truck Chassis and Loaders for the Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.7 [* RESOLUTION NO. 5101](#)

Awarding a Bid to and Authorizing Execution of a Contract with Dayton Tire Sales, Inc. for an Annual Supply of Tires and Tubes

C.8 [* RESOLUTION NO. 5102](#)

Authorizing Execution of a Developer's Agreement with DGR Development Group, LTD. for Construction of Public Facilities in the O'Hanlon Ranch Phase II Addition to the City of Sherman

C.9 [* RESOLUTION NO. 5103](#)

Authorizing the Execution of an Agreement with Barton Capital, Ltd. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 615 South Vaden Street

C.10 [* RESOLUTION NO. 5104](#)

Authorizing the Execution of an Agreement with Barton Capital, Ltd. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 617 South Vaden Street

Request to Advertise

D.1 [REQUEST TO ADVERTISE](#)

2008 Comprehensive Plan Update

Other Business

D.2 [OTHER BUSINESS](#)

Receive Police Chief Tom Watt's Presentation on the Creation of the Texoma Regional Air Support Unit

D.3 [* OTHER BUSINESS](#)

Consider Request of the Sherman Noon Lions Club to Solicit Funds for “White Cane Days” at Two Street Corners on Saturday, October 13, 2007

D.4 [* OTHER BUSINESS](#)

Special Consideration to Ordinance No. 2252, Article IV, Section 410 (2)(j), for Site Plan Approval for a Proposed Trailer Dock in the Blalock Industrial Park District at 3221 Northgate Drive (Northgate Development Trust, Owner; FedEx Ground, Tenant)

D.5 [* OTHER BUSINESS](#)

Replat Approval of a Portion of Tract 2 of the Sherman Hills Country Club Addition Golf Course Tracts, being 6.3 acres in a portion of Tract 2 in the Sherman Hills Country Club Addition Golf Course Tracts; Sherman Hills, LLC, Owner (1800-2600 Blocks of U.S. Highway 75 South)

D.6 [* OTHER BUSINESS](#)

Final Plat Approval of The Preserve, Phase I, being 20.1931 acres in the Elizabeth Jones Survey, Abstract No. 625; Country Ridge North, LLC, Owner; Tipton Engineering, Inc., Engineers/Surveyors (4300-4600 Blocks of Quail Run Road)

D.7 [* OTHER BUSINESS](#)

Final Plat Approval of the Vista Norte Addition, Phase Two, being 43.235 acres in the W. F. Patterson Survey, Abstract No. 969; Tricon Sherman I., L.P., Owner; Vilbig and Associates, Engineer; and Helvey and Associates Surveying, Inc., Surveyor (4500-4800 Blocks of Pecan Grove Road)

D.8 [* OTHER BUSINESS](#)

Replat Approval of the J. D. Miller Addition and the Derl and Frances Tucker Property, being 0.27 acres in the J.B. McAnair Survey, Abstract No. 763 and Lots 1 and 2, Block 1 of the J. D. Miller Addition; Team Young Properties, LLC and Derl and Frances Tucker, Owners (900 Block of West Birge and 1014 North Lockhart)

D.9 [CITIZEN REQUESTS](#)

D.10 [MEDIA QUESTIONS](#)

D.11 [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 551.074

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)
- (b) Discussion of Performance Standards, Goals and Objectives for City Manager
- (c) Annual Review of City Attorney

F.1 [OPEN MEETING](#)

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

Resolution

F.2 [RESOLUTION NO. 5105](#)

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

F.3 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

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: 10-1-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. A.3

INVOCATION BY THE HONORABLE JOE N. SMITH, COUNCIL MEMBER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES

**THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH
THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD
OF DIRECTORS) OF SEPTEMBER 14, 2007, AND THE REGULAR CITY COUNCIL
MEETING OF SEPTEMBER 17, 2007**

20

2

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

SEDCO WORK PROGRAM 2007-2008

PRESIDENT'S PRESENTATION OF THE 2007-2008 WORK PROGRAM

John Boswell, President of SEDCO, introduced current members, adding that Wendell Williams' term on the board expires in October and he will be ineligible to serve another term. He also presented SEDCO's Work Program for FY 2007-2008, outlining the goals that were set to promote capital investment and jobs.

Goals for the FY 2007-2008 Work Program include to retain and expand existing primary employers; recruit primary employers; facilitate government agency support for primary employers; and to coordinate real estate, infrastructure, and workforce development to support primary employers.

SEDCO WORK PROGRAM 2007-2008

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2007-2008

Mayor Magers asked about the marketing materials that were included as a part of the action plan to recruit primary employers. He asked that SEDCO take a leadership position in the County as a leading economic development organization and coordinate a single map of infrastructure for industry that would include the location of major gas, power, and water lines that are available. Mr. Boswell felt this was a good suggestion and could easily be completed.

Council Member Willie Steele suggested that SEDCO relate to the public things that have been achieved and make them aware of their accomplishments. Mr. Boswell said they have discussed highlighting a "company of the month" through a guest column in the newspaper.

Mr. Boswell said some of the things SEDCO has done this past year and will continue next year include staff participation with the Regional Consortium to identify clusters of businesses that have opportunities to grow in Sherman. They also participated in expos and trade shows which provided an opportunity to meet directly with other companies.

Since last year's annual meeting, SEDCO has approved a \$6.7 million agreement with GlobiTech for new capital investment and an agreement with Consolidated Container to renew their lease and remain in their building. Consolidated Container was at risk of closing with 100 employees losing their jobs. Through the performance agreement they were able to secure a ten year lease extension to stay at the current location. They also plan to expand their truck port to alleviate trucks lining up along their driveway.

SEDCO is also working with the City to extend water and sewer north along U.S. Highway 75, which should open the corridor for additional commercial growth. They are also working with prospects now that should have a big impact on growth in the area.

Council Member Terrence Steele asked if all companies that have received a performance agreement are currently in good standing. Mr. Boswell said they currently have seven outstanding performance agreements that are in process and all are in good standing. The third and final installment of a performance agreement with the Center for Workplace Learning was completed this month for \$220,000. The project has been very beneficial to local businesses and has met and exceeded the expectations.

SEDCO BUDGET 2007-2008

PRESIDENT'S PRESENTATION OF THE SEDCO BUDGET 2007-2008

Mr. Boswell presented the proposed budget for FY 2007-2008. On his handout, the third column from the right, should be labeled "anticipated year end."

He said SEDCO began the fiscal year with \$7.7 million in reserve fund balance and project end of the year fund balance of \$8.5 million. SEDCO has now topped \$3 million in sales tax revenue.

Proposed budget increases include an increase of 5.81% in administrative expenses, mainly due to an increase in salaries. Operating expenses increased 0.63%, and marketing and attraction expenses are proposed to increase 22%. This increase is due to new marketing efforts and planned payouts for projects that already exist.

Mr. Boswell said the proposed budget leaves SEDCO with approximately \$4 million in unreserved fund balance for next year. This also includes a payment based on extension of the water and sewer lines. He added that as new projects arise, new incentives are budgeted on the unreserved fund balance for that year. The proposed budget leaves over \$5 million in unreserved fund balance that could be used for new projects.

SEDCO BUDGET 2007-2008

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2007-2008 SEDCO BUDGET

Mayor Magers asked if the CertainTeed project was included in the \$5 million unreserved fund balance. Mr. Boswell said the CertainTeed project was \$4 million and was included in the unreserved fund and scheduled for 2011. If the project changes in scope or size, then SEDCO will renegotiate, in good faith, with CertainTeed.

Council Member Smith asked what type of new marketing was planned. Mr. Boswell said they planned more targeted marketing and direct mail. They also plan to purchase their own booth to be used at trade shows. In the past they have partnered with other entities such as Oncor or TXU Electric Delivery. The single booth will mean SEDCO pays the entire cost instead of splitting the cost with another entity, but will also give them a bigger presence at the trade shows.

Mr. Boswell added that they have more requested funds than they have unreserved fund balance.

ACTION TAKEN.

Motion by Council Member Hughes to approve the SEDCO Budget for FY 2007-2008, as presented.

Second by Council Member Willie Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.

VOTING NAY: None.

MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Hughes to approve the SEDCO Work Program for FY 2007-2008, as presented. Second by Council Member Willie Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

WATER AND SEWER EXTENSION PROJECT

Mayor Magers said when they talked with SEDCO about the water and sewer extension project the question was how it would be paid for. He asked George Olson, City Manager, to discuss funding of the project.

Mr. Olson said on October 1, 2007, the City Council would be presenting a pro-rata ordinance that would be customary and consistent with what is in place now. The recommendation will be a 50% recapture and development. Mayor Magers confirmed that is how the situation is handled now.

NOVEMBER 6, 2007 SPECIAL ELECTION

Mayor Magers felt it was important for SEDCO Members to know what was being proposed at the November 6, 2007 Special Election.

The City Council has committed to a 20% property tax reduction for all businesses and residences throughout the City of Sherman, provided that on November 6 the voters approve two sales tax initiatives. One sales tax initiative is a 1/8% increase in the sales tax rate for streets and roads and will "sundown" in four years by statute. Mayor Magers felt this sales tax was an investment in the infrastructure. The other 1/8% sales tax is in lieu of property taxes and is a "switch" from property tax to sales tax revenues.

Mayor Magers said 53% of sales tax comes from visitors coming from outside the City limits and is the fastest growing revenue stream in Sherman today. He felt the trend would continue with more development in Sherman and the water and sewer extension along U.S. Highway 75 should also spur development which will generate more sales tax income.

Mayor Magers presented the four-year street maintenance plan that is proposed if the sales tax for street maintenance doesn't pass and the four-year plan that is proposed if the sales tax does pass.

The regular plan would include regular budgeted maintenance and projects that will be financed with bonds. The "enhanced" version gives an east-west thoroughfare network that would help prepare Sherman for growth. He outlined the various projects which would allow Sherman to get their existing infrastructure in place prior to the coming growth.

Mayor Magers said by shifting the financial burden off of Sherman taxpayers onto people living outside but shopping in the City, the visitors are getting a chance to pay their fair share of the infrastructure needs. He reiterated that the sales tax for street maintenance would sundown in four years.

He added that, for businesses and residences, the property tax cut will mean that for every \$100,000 in real estate a citizen owns, they will see a reduction of \$80 off their tax bill annually. Mayor Magers added that the Council can't stop "appraisal creep" or rising values, but at least the cost will be \$0.08 less per \$100 than it was.

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 12:26 p.m.

MAYOR

ATTEST

CITY CLERK

**Sherman Economic Development Corporation
Work Program
2007-2008**

Mission

**Grow and diversify the Sherman and surrounding area economies
through the addition of new jobs and investment of primary employers**

Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
- B. Recruit primary employers
- C. Facilitate government agency support for primary employers*
- D. Coordinate real estate, infrastructure, and workforce development to support primary employers

* Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.

A. Goal: Retain and Expand Existing Primary Employers

Strategy: Conduct a business retention/expansion program, maintaining close ties through regular contact with existing primary employers

Actions:

- 1. Visit primary employers a minimum of twice annually to learn about changes in their operations and to seek ways to help them strengthen their Sherman operations
- 2. Host plant manager forums as needed to create an opportunity to encourage local dialogue among Sherman Plant Managers
- 3. Make trips, when appropriate, to a local company's headquarters
- 4. Maintain and update a Sherman Primary Employers Directory for distribution to local businesses and prospects

B. Goal: Recruit Primary Employers

Strategy: Directly or indirectly facilitate the attraction of new primary employers through a targeted marketing campaign

Actions:

1. Present marketing materials to regional allies such as: utilities, real estate brokers, site consultants and the Office of Economic Development so that they may become familiar with Sherman
2. Host brokers/site consultants/allies at an event
3. Attend Corporate Real Estate Network (CoreNet) national meeting to generate prospect leads
4. Market available sites to potential investors and developers.
5. Maintain a current Web site to market Sherman
6. Work with regional allies on marketing opportunities
7. Participate in Texas Economic Development Council and International Economic Development Council meetings
8. Participate in marketing trips and industry specific trade shows to attract new primary employers
9. Annually evaluate targeted industry clusters to maximize marketing efforts.
10. Foster awareness of Sherman through appropriate advertising

C. Goal: Facilitate government agency support for primary employers

Strategy: Coordinate economic development in the Sherman area

Actions:

1. Meet regularly with community leaders to discuss and review local development issues
2. Update the City Council quarterly and present an annual report
3. Coordinate with the local, state and federal agencies such as the Texas Workforce Commission, Governor's Office of Economic Development, Economic Development Administration, Small Business Administration, Center for Workplace Learning and Workforce Texoma on available programs
4. Maintain a relationship with area educational institutions
5. Work with taxing entities on economic development incentives
6. Maintain representation on the Chamber of Commerce Board

D. Goal: Coordinate real estate, infrastructure, and workforce development to support primary employers

Strategy: Assist prospective employers with up-to-date, accurate location information

Actions:

1. Maintain a database on available buildings and real estate to respond to requests for such information
2. Work with the City, County and TxDOT on infrastructure necessary to promote or develop new or expanded business enterprises limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvements and related improvements, telecommunications and Internet improvements
3. Maintain a relationship with local workforce agencies such as the Sherman Independent School District, Austin College, Grayson Community College and Workforce Texoma to coordinate industry training needs

Sherman Economic Development Corporation
Draft Budget FY 2007-2008
October 1, 2007 / September 30, 2008

	Fiscal Year 2002-2003	Fiscal Year 2003-2004	Fiscal Year 2004-2005	Fiscal Year 2005-2006	Fiscal Year 2006-2007	Fiscal Year 2007-2008	Percent Change	
Beginning Fund Balance	\$ 5,507,121	\$ 6,846,915	\$ 5,228,043	\$ 5,947,212	\$ 8,300,000	\$ 7,736,369	\$ 8,542,272	2.92%
REVENUES								
Sales tax revenue	2,250,000	2,199,000	2,435,500	2,643,375	2,845,936	2,937,091	3,009,000	5.73%
Other revenue			45,000	86,375				
Interest	120,000	100,000	50,000	200,000	250,000	372,000	450,000	80.00%
Total Revenue	\$ 2,370,000	\$ 2,299,000	\$ 2,530,500	\$ 2,929,750	\$ 3,095,936	\$ 3,309,091	\$ 3,459,000	11.73%
EXPENSES								
Administrative								
Salaries	181,000	180,000	190,250	208,750	219,160	209,412	232,000	5.86%
Taxes	10,885	14,049	15,284	16,545	17,370	16,081	18,477	6.37%
Retirement/Insurance	45,935	61,000	72,925	81,788	88,100	94,941	93,000	5.56%
Total Administrative Expenses	\$ 237,820	\$ 255,049	\$ 278,459	\$ 307,083	\$ 324,630	\$ 320,434	\$ 343,477	5.81%
Percent of Revenue	10.03%	11.09%	11.00%	10.48%	10.49%	9.68%	9.93%	-5.30%
Operations								
Training	2,500	2,500	2,500	2,500	3,000	3,000	3,000	0.00%
Dues/Fees	4,690	3,800	3,730	4,250	4,500	4,400	4,500	0.00%
Auto	12,000	9,600	9,600	12,600	12,600	12,600	12,600	0.00%
Office Supplies	6,685	7,700	7,700	7,000	7,700	4,000	7,700	0.00%
Rent	35,160	32,200	32,200	32,200	30,000	27,690	30,000	0.00%
Communications	6,000	7,600	8,600	9,000	11,000	11,000	11,500	4.55%
Insurance	5,700	6,500	6,500	7,000	8,000	3,144	8,000	0.00%
Maintenance & Repairs	750	500	500	1,000	3,000	550	3,000	0.00%
Taxes			11,000					
Total Operating Expenses	\$ 73,485	\$ 70,400	\$ 82,330	\$ 75,550	\$ 79,800	\$ 66,384	\$ 80,300	0.63%
Percent of Revenue	3.10%	3.06%	3.25%	2.58%	2.58%	2.01%	2.32%	-9.94%
Programs								
Luncheons/Meetings	4,000	4,450	5,500	5,500	7,500	7,500	8,000	6.67%
Conferences	6,500	6,000	6,000	6,000	7,000	4,000	7,000	0.00%
Retention/Expansion	5,000	5,000	5,000	5,000	6,500	1,500	6,500	0.00%
Marketing/Attraction	103,650	128,000	116,000	132,000	135,000	133,500	165,000	22.22%
Contract Services	51,600	31,600	62,000	62,000	65,000	50,000	65,500	0.77%
Total Program Expenses	\$ 170,750	\$ 175,050	\$ 194,500	\$ 210,500	\$ 221,000	\$ 196,500	\$ 252,000	14.03%
Percent of Revenue	7.20%	7.61%	7.69%	7.18%	7.14%	5.94%	7.29%	2.06%
Total Expenses (Admin-Oper-Prog)	\$ 482,055	\$ 500,499	\$ 555,289	\$ 593,133	\$ 625,430	\$ 583,318	\$ 675,777	8.05%
Percent of Revenue	20.34%	21.77%	21.94%	20.25%	20.20%	17.63%	19.54%	-3.29%
Net Revenue/Loss	\$ 1,887,945	\$ 1,798,501	\$ 1,975,211	\$ 2,336,617	\$ 2,470,506	\$ 2,725,773	\$ 2,783,223	12.66%
Incentive Payouts (scheduled)	800,000	3,134,670	1,001,542	886,578	1,517,151	1,897,484	1,579,393	4.10%
Land and Infrastructure	250,000	1,000,000	250,000	1,250,000	250,000	13,397	250,000	0.00%
Capital Expenses	9,000	5,500	4,500	4,500	10,000	8,988	10,000	0.00%
Debt Service (P&I)							281,544	
Total Incentives/Invest/Capital Exp	\$ 1,059,000	\$ 4,140,170	\$ 1,256,042	\$ 2,141,078	\$ 1,777,151	\$ 1,919,869	\$ 2,120,937	19.34%
Total Op & Incentive Expenses	\$ 1,541,055	\$ 4,640,669	\$ 1,811,331	\$ 2,734,211	\$ 2,402,581	\$ 2,503,187	\$ 2,796,714	16.40%
Net Income (loss)	\$ 828,945	\$ (2,341,669)	\$ 719,169	\$ 195,540	\$ 693,355	\$ 805,904	\$ 662,286	-4.48%
Ending Fund Balance	\$ 6,336,066	\$ 4,505,246	\$ 5,947,212	\$ 6,142,752	\$ 8,993,355	\$ 8,542,273	\$ 9,204,558	2.35%
Reserved Fund Balance	\$ 4,505,246	\$ 4,132,698	\$ 5,992,752	\$ 5,992,752	\$ 6,506,000	\$ 6,506,000	\$ 5,112,334	-21.42%
Unreserved Fund Balance	\$ -	\$ -	\$ 1,814,514	\$ 150,000	\$ 2,487,355	\$ 2,036,273	\$ 4,092,224	64.52%

STATE OF TEXAS §
 September 17, 2007
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 17, 2007.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR CHIP ADAMI.
 COUNCIL MEMBERS HUGHES, SMITH, T. STEELE, W.
 STEELE, WACKER.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meetings of August 27, 2007 and September 4, 2007. Deputy Mayor Adami moved to approve the Minutes as presented; Second by Council Member Willie Steele. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5483 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2006-2007 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2006, THROUGH SEPTEMBER 30, 2007.

ORD 5483
BUDGET
AMENDMENT

No citizens appeared before the City Council to discuss Ordinance 5483.

Mayor Magers introduced Ordinance 5484 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5422; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

ORD 5484
FIREFIGHTERS &
POLICE OFFICERS
PAY

No citizens appeared before the City Council to discuss Ordinance 5484.

Mayor Magers introduced Ordinance 5485 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY BEING PORTER STREET

ORD 5485
ABANDON ALLEYS
AUSTIN COLLEGE

FROM RICHARDS STREET TO THE SOUTH PROPERTY LINES OF LOT 7 OF BLOCK 7 AND LOT 1 OF BLOCK 11, THE ALLEY OF BLOCK 7, THE ALLEY OF BLOCK 11, CRAYCROFT STREET FROM RICHARDS STREET TO DUGAN STREET OF BINKLEY'S FIRST ADDITION, RICHARDS STREET FROM THE WEST LINE OF GRAND AVENUE TO THE EAST LINE OF MAXEY STREET, AND WILLIAMS STREET FROM PORTER STREET TO WILLOW STREET IN THE CITY OF SHERMAN; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE ABUTTING AND ADJACENT PROPERTY OWNER.

No citizens appeared before the City Council to discuss Ordinance 5485.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5479

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 2007; 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 5479
AD VALOREM
TAX RATE

Doreen McGookey, City Attorney, advised the Council that the tax rate must be adopted by specific language authorized by the State.

ACTION TAKEN.

Motion by Deputy Mayor Adami that the property taxes be increased by the adoption of a tax rate of 40 cents.

Second by Council Member Terrence Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5483

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2006-2007 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2006, THROUGH SEPTEMBER 30, 2007.

ORD 5483
BUDGET
AMENDMENT

Council Member Smith asked who authorized the overtime for the Fire Department that was covered in the budget amendment.

Jeff Jones, Fire Chief, explained that the overtime appropriated for the current fiscal year was at \$125,000. In

February 2007, Chief Jones met with former City Manager Scott Wall to discuss the overtime, which had already reached \$125,000.

Mr. Wall directed Chief Jones to continue with the current level of service. That information was also relayed to current City Manager George Olson and Robby Hefton, Assistant City Manager/CFO, on May 24, 2007. The monthly rise in overtime costs has been consistent over the past fiscal year.

Council Member Smith verified that Mr. Wall was the person that authorized the overtime charges. Chief Jones reiterated that Mr. Wall new and approved it, and made the decision to continue the level of service and the overtime costs.

Mayor Magers explained that the reason for the budget amendment is that the overtime costs for the Fire Department is over budget. He verified that the Fire Department is fully staffed at the present time.

Deputy Mayor Adami said over the past six or seven years, overtime has increased from \$40,000 to \$511,000. He felt this was a management issue that should be closely monitored. Next year, he did not want to use reserves to pay for overtime costs that aren't being managed properly.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve Ordinance No. 5483, as presented. Second by Council Member Hughes.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance No. 5484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5422; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

**ORD 5484
FIREFIGHTERS &
POLICE OFFICERS
PAY**

ACTION TAKEN.

Motion by Council Member Willie Steele to approve Ordinance No. 5484, as presented. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance No. 5485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE RIGHT-OF-WAY BEING PORTER STREET FROM RICHARDS STREET TO THE SOUTH PROPERTY

**ORD 5485
ABANDON ALLEYS
AUSTIN COLLEGE**

LINES OF LOT 7 OF BLOCK 7 AND LOT 1 OF BLOCK 11, THE ALLEY OF BLOCK 7, THE ALLEY OF BLOCK 11, CRAYCROFT STREET FROM RICHARDS STREET TO DUGAN STREET OF BINKLEY'S FIRST ADDITION, RICHARDS STREET FROM THE WEST LINE OF GRAND AVENUE TO THE EAST LINE OF MAXEY STREET, AND WILLIAMS STREET FROM PORTER STREET TO WILLOW STREET IN THE CITY OF SHERMAN; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE ABUTTING AND ADJACENT PROPERTY OWNER.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Ordinance No. 5485, as presented. Second by Council Member Hughes.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.

VOTING NAY: None.

ABSTAIN: Wacker.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Wacker asked to remove Item C-1 entitled "Resolution 5080 – Authorizing the Execution of a Field Use Agreement with Austin College for the Use of Field #6 at Old Settlers Park" from the Consent Agenda for consideration in its regular order of business.

Council Member Wacker moved to approve the Consent Agenda, with the exception of Item C-1 which will be considered in its regular order of business. Second by Council Member Smith. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5080 – AUTHORIZING THE EXECUTION OF A FIELD USE AGREEMENT WITH AUSTIN COLLEGE FOR THE USE OF FIELD #6 AT OLD SETTLERS PARK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A FIELD USE AGREEMENT WITH AUSTIN COLLEGE FOR THE USE OF FIELD #6 AT OLD SETTLERS PARK.

Council Member Wacker asked to remove Item C-1 from the Consent Agenda for discussion in its regular order of business.

Deputy Mayor Adami said that during budget meetings, the Council discussed moving the softball fields and he asked if the field use agreement would be effected by possible changes. Mr. Olson said the park planner is just beginning to study that option. The Council was discussing the possibility of moving softball fields from Fairview Park to Center Street Park, but this field agreement is for a field at Old Settlers Park.

CONSENT AGENDA

**RES 5080
AUSTIN COLLEGE
FIELD USAGE**

ACTION TAKEN.

Motion by Council Member Hughes to approve Resolution No. 5080, as presented. Second by Council Member Willie Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.

VOTING NAY: None.

ABSTAIN: Wacker.

MOTION CARRIED.

**RESOLUTION NO. 5081 – REVOKING AND REPLACING
RESOLUTION NO. 4874; ESTABLISHING SALARY
STRUCTURES AND INCENTIVE/CERTIFICATION PAY
SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, REVOKING AND REPLACING
RESOLUTION NO. 4874; ESTABLISHING SALARY
STRUCTURES AND INCENTIVE/CERTIFICATION PAY
SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS;
PROVIDING FOR AN EFFECTIVE DATE.**

**RES 5081
SALARY STRUCTURE
FOR POLICE &
FIRE**

Mr. Olson said the resolution establishes the salary structures that were included in the City Council Committee's discussion on the compensation plan for the Police and Fire Departments. It includes the various steps for pay increases and the incentive and certification pay for education.

Council Member Smith said he served on the Committee and one of the major concerns was an educated, professional force. He felt the Committee received bad advice about the educational incentives and transferred approximately \$15,000 from the police compensation to the fire compensation, when it wasn't requested by the Fire Department.

Council Member Smith added that he did not want to remove that money from the Fire Department, but he felt the intent was that the Police Department should have that full incentive too. He felt the Police Department compensation should be increased by \$15,000. Mayor Magers confirmed that Council Member Smith was recommending that the Council return to the original proposal for educational incentives for the Police Department.

Mayor Magers explained that during the review, the Police Department had identified areas that they felt they could incentivize their staff to achieve educational benchmarks, instead of just paying salaries. In the process they were told that, because of Civil Service, they must do the same thing for the Fire Department that they do for the Police Department. That was later changed.

He verified that Council Member Smith wanted to return to the original levels intended by the Committee for the Police Department. Deputy Mayor Adami verified that the amount involved is approximately \$15,400. Council Member Smith

did not want to remove the amount from the Fire Department but wanted to add the amount back in for the Police Department.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5081 with the change that returns to the original levels of incentive pay for educational degrees for the Police Department with a cumulative amount of \$500 per month for all three degrees. Second by Council Member Hughes.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5082 – AUTHORIZING EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE GRAYSON COUNTY SHELTER, THE CHILD GUIDANCE CLINIC OF TEXOMA, AND THE BOYS AND GIRLS CLUB, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

RES 5082
CDBG FUNDING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE GRAYSON COUNTY SHELTER, THE CHILD GUIDANCE CLINIC OF TEXOMA, AND THE BOYS AND GIRLS CLUB, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

CONSENT AGENDA.

RESOLUTION NO. 5083 – AUTHORIZING EXECUTION OF A CHILD CARE LOCAL MATCH CONTRIBUTION AGREEMENT WITH WORKFORCE TEXOMA FOR FISCAL YEAR 2007-2008

RES 5083
CHILD CARE
LOCAL MATCH
GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHILD CARE LOCAL MATCH CONTRIBUTION AGREEMENT WITH WORKFORCE TEXOMA FOR FISCAL YEAR 2007-2008.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5083, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Smith, W. Steele, Wacker.

VOTING NAY: None.

ABSTAIN: T. Steele.

MOTION CARRIED.

RESOLUTION NO. 5084 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TEXAS ELECTRIC UTILITY CONSTRUCTION TO CONSTRUCT THE FAIRVIEW PARK AND MARTIN LUTHER KING, JR. PARK HIKE/BIKE TRAIL LIGHTING AND ELECTRICAL PROJECT

RES 5084
FAIRVIEW/MLK
HIKE/BIKE TRAIL
LIGHTING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TEXAS ELECTRIC UTILITY CONSTRUCTION TO CONSTRUCT THE FAIRVIEW PARK AND MARTIN LUTHER KING, JR. PARK HIKE/BIKE TRAIL LIGHTING AND ELECTRICAL PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 5085 – APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO CONTRACT WITH MORRIS ENGINEERS FOR ENGINEERING SERVICES AND UNDERWOOD DRAFTING & SURVEYING FOR SURVEYING SERVICES ON THE HIGHWAY 82 WEST PHASE II WATER LINE PROJECT

RES 5085
HWY 82 WEST
WATER LINE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO CONTRACTS WITH MORRIS ENGINEERS FOR ENGINEERING SERVICES AND UNDERWOOD DRAFTING & SURVEYING FOR SURVEYING SERVICES ON THE HIGHWAY 82 WEST PHASE II WATER LINE PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 5086 – APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH WHITEWATER CONSTRUCTION, INC. FOR THE ROSS AVENUE SEWER MAIN REPLACEMENT PROJECT

RES 5086
ROSS AVE.
SEWER MAIN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH WHITEWATER CONSTRUCTION, INC. FOR THE ROSS AVENUE SEWER MAIN REPLACEMENT PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 5087 – AUTHORIZING THE PURCHASE OF RESIDENTIAL TRASH AND RECYCLING CARTS THROUGH THE HOUSTON –GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SOLID WASTE SERVICES DEPARTMENT

RES 5087
TRASH CARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF RESIDENTIAL TRASH AND RECYCLING CARTS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SOLID WASTE SERVICES DEPARTMENT.
CONSENT AGENDA.

RESOLUTION NO. 5088 – AUTHORIZING THE PURCHASE OF AN ASPHALT MILLING AND RECYCLING ATTACHMENT FROM ASPHALT ZIPPER, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC), FOR THE STREET DEPARTMENT

RES 5088
MILLING
ATTACHMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AN ASPHALT MILLING AND RECYCLING ATTACHMENT FROM ASPHALT ZIPPER, INC., THROUGH THE HOUSTON-

GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC),
FOR THE STREET DEPARTMENT.
CONSENT AGENDA.

RESOLUTION NO. 5089 – AWARDING A BID TO AUGUST INDUSTRIES, INC. FOR THE PURCHASE OF A HIGH PRESSURE BREATHING AIR STATION FOR USE BY THE FIRE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AUGUST INDUSTRIES, INC. FOR THE PURCHASE OF A HIGH PRESSURE BREATHING AIR STATION FOR USE BY THE FIRE DEPARTMENT.
CONSENT AGENDA.

RES 5089
BREATHING AIR
STATION

RESOLUTION NO. 5090 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION TO REBUILD A CULVERT ON KING STREET AT FIRST STREET

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 TO REBUILD A CULVERT ON KING STREET AT FIRST STREET.
CONSENT AGENDA.

RES NO. 5090
KING STREET
CULVERT

RESOLUTION NO. 5091 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #8 TRINITY WELL REPAIRS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #8 TRINITY WELL REPAIRS.
CONSENT AGENDA.

RES 5091
WATER WELL
REPAIRS

RESOLUTION NO. 5092 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #10 TRINITY WELL REPAIRS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #10 TRINITY WELL REPAIRS.
CONSENT AGENDA.

RES 5092
WATER WELL
REPAIRS

RESOLUTION NO. 5093 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SLUDGE TECHNOLOGY, INC. FOR THE 2007 BIOSOLIDS PROJECT AT THE WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SLUDGE TECHNOLOGY, INC. FOR THE 2007 BIOSOLIDS PROJECT AT THE WASTEWATER TREATMENT PLANT.
CONSENT AGENDA.

RES 5093
BIOSOLIDS PROJECT

RESOLUTION NO. 5094 – AUTHORIZING EXECUTION OF A DEVELOPER’S AGREEMENT WITH SHERMAN HILLS COUNTRY CLUB, LTD. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE SUNRISE TRACT, PHASE I, OF THE SHERMAN HILLS ADDITION TO THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER’S AGREEMENT WITH SHERMAN HILLS COUNTRY CLUB, LTD. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE SUNRISE TRACT, PHASE I, OF THE SHERMAN HILLS ADDITION TO THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 5094
PUBLIC FACILITIES
AT SHERMAN HILLS

REQUEST TO ADVERTISE
RECONSTRUCTION OF AN EXISTING CULVERT ON LAKE STREET

The City Council approved a request to advertise for the reconstruction of the existing culvert on Lake Street. The culvert conducts water from a tributary of Post Oak Creek and was damaged during the recent flood. The replacement is necessary to ensure the stability of the road and the proper drainage of Post Oak Creek.
CONSENT AGENDA.

REQ TO ADVERTISE
LAKE STREET
CULVERT

WASTEWATER TREATMENT PLANT – DIGESTER REHABILITATION

The City Council approved a request to advertise for the rehabilitation of the Wastewater Treatment Plant digester. The existing digester gas lines and compressors have deteriorated, resulting in a potentially hazardous operating condition. The project is funded in the 2007-2008 Capital Improvement Program at \$1,020,000.
CONSENT AGENDA.

WWTP
DIGESTER

CHANGE ORDER NO. 1
HOWARD CONSTRUCTION, INC.; DEXTER STREET WATER MAIN REPLACEMENT; \$6,787.50, INCREASE

The City Council approved Change Order No. 1, which is a final reconciliatory change order to adjust the final contract amount on the project to replace a water main on Dexter Street. The change order is an increase of \$6,787.50 and is related to additional pipe length and additional service connections to the new main. The new contract price for the project will be \$141,412.50.
CONSENT AGENDA.

CHANGE ORDER
DEXTER ST.
WATER MAIN

OTHER BUSINESS
RECEIVE PRESENTATION FROM LIBRARY SERVICES ADMINISTRATOR JACQUELINE BANFIELD ON THE LOAN STAR LIBRARIES GRANT AWARD

Jacqueline Banfield, Library Services Administrator, presented a report on the Loan Star Libraries Grant Award which the Sherman Public Library has received for the upcoming fiscal year.

LIBRARY GRANT
AWARD

Since 2002, the State of Texas has distributed almost \$20 million to accredited public libraries through Lone Star

Libraries. This is a direct State program partnership between the State of Texas and local jurisdictions.

Their intent is to provide an incentive for local communities to extend public library services without charge to citizens residing outside each library's local legal service area in order to improve library services statewide and improve access to public library resources and services for all Texans.

The amount of the grant is dependent on the Lone Star Libraries appropriation, the number of eligible accredited public libraries, local expenditures, and the presence of non-residence fees or participation in the TexShare Card Program.

A portion of the appropriation is allocated as a match on local expenditures. The more local money spent on library services, the higher the State aide amounts earned. Libraries must maintain a certain level of local expenditures to meet the minimum standards of accreditation.

Since 2002, the Sherman Public Library has received grant amounts ranging from \$3,050 to \$6,104. The grant amount awarded for FY 2007-2008 is \$12,217. With this money, the Library plans to purchase shelving, replace a microfiche reader/printer and a cash register, subscribe to the Herald Democrat on microfilm, and purchase children's music CDs and books on tape and CD.

Mayor Magers said in 2005 the City stopped charging County residents for a library card. He asked what percentage of library visitors are from outside the City of Sherman. Ms. Banfield said they do track the visitors and it has been a positive increase since the fee was removed.

Mayor Magers verified that the County had offered to provide money to the Public Library, however it would cost Sherman grant money. Ms. Banfield said numbers must be reviewed annually to make sure the local expenditures meet the requirements.

RECEIVE QUARTERLY REPORT FROM TOURISM DIRECTOR SHAWNDA RAINS

Shawnda Rains, Tourism Director, presented the quarterly report on tourism activities. Between June and September 15, 2007, the Tourism Visitor Center has answered 3,275 calls, had 802 walk-in visitors, and have mailed 1,045 information packets.

This year there were eight concerts for Hot Summer Nights, with five held outdoors, one cancelled, and two were moved inside Kidd-Key Auditorium due to rain. About 400 citizens attended the concerts when they were moved indoors. One concert was moved to August.

**TOURISM
QUARTERLY
REPORT**

The tourism grant program helped bring the Theatricks production of “Wizard of Oz” to Kidd-Key Auditorium. A children’s camp was also held in conjunction with the event.

The U.S. National Aerobatics Competition is scheduled for next week and will bring many visitors to Sherman and to the hotels.

They are also working on Texas Hospitality Training Certifications and guides for restaurants, lodging, and meeting planning which will target small market meetings.

Council Member Terrence Steele asked if the Stonebridge Hotel was now considered a full-service hotel since it has a restaurant. Ms. Rains said they are the only full-service facility in Sherman.

CITIZENS REQUESTS

POLICE COMPENSATION PACKAGE

Tom Watt, Police Chief, thanked Council Member Smith, Mayor Magers, and the entire City Council for supporting the Police Department and for the additional funds for the police compensation package that were approved earlier in the meeting.

POLICE COMPENSATION PACKAGE

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

ARTS FESTIVAL

Council Member Wacker said she was proud of the 25th Annual Arts Festival held this past weekend, and thanked Chairman Sue Malnory, and the many citizens and City staff members that worked hard to make the event successful.

ARTS FESTIVAL

McGEE STREET PARKING

Council Member Smith said he was wrong, and asked the City staff to revisit the issue of parking at the curve on McGee Street. Several meetings ago the Council tabled the issue and did not add no parking signs to the area. Since that time, many citizens have contacted Council Member Smith and he asked that the situation be revisited either in the same form or for no parking on one side of the street.

McGEE STREET PARKING

SOCCER FIELDS

Council Member Willie Steele said the Soccer Association had their first games on the new grass at the soccer fields, after money was approved for field maintenance. He thanked Mr. Olson and Ben Uselton, Parks and Recreation Administrator, for spearheading the project.

SOCCER FIELDS

SOCCER FIELDS

Mayor Magers said Sherman’s resources are used by County residents as well as City residents. He said the Soccer Association recently elected Sherman residents to the office of president and secretary, and he felt it was important to

SOCCER FIELDS

have representation on the various Boards since Sherman's assets are available to County residents.

CITY VIEW

Mayor Magers said one of the Council's goals was to bring information to Sherman citizens and he introduced "City View," a cable television program that is cablecast on Channel 30.

CITY VIEW

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 551.071 --

**CONSULTATION WITH THE CITY
ATTORNEY CONCERNING
LEGAL MATTERS AND PENDING
LITIGATION:
DISCUSS PROPOSED
SUBSTANDARD STRUCTURE
ORDINANCE**

**CITY OF SHERMAN, TEXAS v.
CREIGHTON LEMOYNE ESCOE,
ET AL.; CAUSE NO. 03-0617**

**PROCK v. WOODMONT OF
SHERMAN GP LLC, ET AL; CAUSE
NO. 2:06-CV-484**

SECTION 551.074 --

**PERSONNEL MATTERS:
DISCUSS PERFORMANCE
EVALUATIONS FOR CITY
MANAGER AND CITY ATTORNEY**

SECTION 551.087 --

**DELIBERATIONS REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM A
BUSINESS PROSPECT AND
DELIBERATE ANY OFFERS OR
INCENTIVES TO THE BUSINESS
PROSPECT**

Mayor Magers explained that the Council will be deliberating in Executive Session, about a business prospect for economic development. Because of this, John Boswell, President of the Sherman Economic Development Corporation, will be invited to attend the Executive Session.

Ms. McGookey confirmed with the Attorney General's Office that this was permitted.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:34 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:04 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:05 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Sherman Department of Tourism Tourism Services Report

Report for services from June – September 15, 2007:

Calls 3,275

Walk-in Visitors 802
(Visitors from US states, Ireland, New Zealand, England, etc.)

Information Packets mailed 1,045

- Web Inquiries
- Calls

Welcome Bags 582

- Sherman Art Festival – Airport fly in
- 5 Sherman Church Events – Progressive Baptist Church, Grayson Bible Church retreat, Western Heights Church of Christ
- 5 Family Reunions
- Hotel requests, Wilson N Jones Hospital visitors, new doctors and employees
- Miscellaneous Tour Groups and organizations

Brochure Distribution

- Travel Centers, Downtown businesses, area attractions, hotels

Events / Festivals

- Hot Summer Nights (5 outdoors, 1 cancelled, 2 moved into Kidd Key because of rainfall)
 - 8 events, car show, Coca Cola Family Fun Festival, "Family Night" - Children's Activities, Mobile Blood Unit – 73 pints of blood, Lion's Club Concessions, Girls Inc.
- Hot Summer Nights Car Show – 45 entries
- Wizard of Oz Camp
- Wizard of Oz – Kidd Key Production
- U.S. National Aerobatics Competition
- Juneteenth Celebration
- Sherman Arts Festival
- Sherman Wine and Music Festival
- Grayson County Fair
- Veteran's Day Parade
- Open Air Market

Conferences/Meetings

- Red River Valley Tourism Meeting
- Advisory Committee Meetings – American Bus Association
- ETTA Tourism Advisory Committee Meeting
- Sherman Chamber of Commerce Board Meeting
- Sherman Department of Tourism Board Meetings
- Hot Summer Nights Sponsorship Meetings
- Sherman Hotel Meetings

Marketing/Publications:

- Dallas Morning News
- East Texas Tourism Fun Map
- East Texas Tourism Vacation Guide/ Tour Manual
- 95.3 The Range – Plano, Texas
- Herald Democrat
- KXII Morning & Noon Show Interviews
- KTEN
- DFW Travel Guide
- Cable One “City View” Interview
- Texas Travel Guide
- “D” Magazine
- Texas/ Oklahoma Travel Shows – Brochure distribution
- Sherman Chamber Magazine Ad
- Lake Texoma Guide

Organizations/ Committees:

- Dallas/Fort Worth Area Tourism Council
- Lake Texoma Association
- Red River Valley Tourism
- Lake Trails Association
- Texas Association of Convention & Visitors Bureau
- American Bus Association
- Marketplace – Advisory Committee Member
- Texas Travel Industry Association
- Sherman Chamber of Commerce
- Texas Hotel and Lodging Association
- East Texas Tourism Association

Future:

- U.S. National Aerobatics Competition – luncheon & awards banquet
- TTIA Conference and Butterfield Stagecoach Sesquicentennial Session
- Travel Writers & Literature Distribution
- Guides – restaurant, lodging, meeting planner
- TxMet Meeting and Event Tracking – bid for small market meetings
- Texas Hospitality Training Certification – Texas A&M University
- Texas Destination Marketing Certificate – Texas Heritage/ Cultural Tourism, Administration/
Finance, Group Sales, Communication, Group Servicing, Marketing, Tourism Sales, Visitor Services

**** Relocation packet requests sent to the Chamber of Commerce**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. A.5

PROCLAMATION

“Texoma Night Out” – October 6, 2007

Issue

To present a proclamation designating October 6, 2007 as “Texoma Night Out” in Sherman

Background

In the past, Sherman and other Grayson County communities have participated with the National Association of Town Watch to sponsor “National Night Out” to promote a cooperative police-community effort to fight crime, drugs, and violence in their communities. The event is normally held in August and, with the extreme Texas heat, local communities jointly decided to change the event to October and designate “Texoma Night Out” so more citizens could participate.

Origination

The request for this proclamation originated with the Police Department.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming October 6, 2007 as “Texoma Night Out” in Sherman.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “Texoma Night Out” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, each year the National Association of Town Watch sponsors "National Night Out," a nationwide crime, drug and violence prevention program that encourages citizens to work together to prevent crime in their neighborhoods, and

WHEREAS, because of the extreme heat concerns expressed by numerous "National Night Out" participants, a collective decision was made among Grayson County communities to move the date to a more suitable time of year, and

WHEREAS, Grayson County communities will celebrate "Texoma Night Out" on Saturday, October 6, 2007, with many neighborhoods celebrating with block parties and cookouts, and

WHEREAS, the Unity Caravan of police patrol cars will again wind through Grayson County, starting at Sherwood Shores Fire Department and ending at Whitesboro, with a stop at the Sherman Housing Authority, and

WHEREAS, the goal of the event is to promote police-community partnerships, heighten drug and crime prevention awareness, and strengthen neighborhood spirit.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 6, 2007

TEXOMA NIGHT OUT

in the City of Sherman, and encourage all citizens to participate and send a message to criminals that neighborhoods are organized and fighting back against crime.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 1st day of October, 2007.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. A.6

PROCLAMATION

“Lions White Cane Day” – October 13, 2007

Issue

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

Background

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

Origination

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

Financial Consideration

There is no financial consideration.

Staff Recommendation

The staff recommendation is to present the proclamation naming October 13, 2007 as “Lions White Cane Day” in Sherman.

Alternatives

The City Council could choose not to present the proclamation.

Attachments

The proclamation and Chairman Gundersheimer’s request are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

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

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

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

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

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 13, 2007

LIONS WHITE CANE DAY

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 1st day of October, 2007.

Mayor

ATTEST:

Linda Ashby
City Clerk



September 13th, 2007

To The Sherman City Council:

The Sherman Noon Lions Club has declared October 13th of this year to be *White Cane Days*. As in the past, we are asking the City Council for permission to solicit funds at two street corners on Saturday, October 13th:

Corner of Taylor and Travis
Corner of Taylor and Loy Lake

Lions International has a blanket insurance policy to protect Lions who participate.

The purpose of the White Cane Drive is to solicit funds for our sight conservation activities. These funds are used to provide free eye exams and glasses to school children in Grayson County, and to support the Lions District 2-E2 Organ and Eye Bank. The Eye Bank provides eyes and corneas for transplant.

We would also like to request a proclamation from the Mayor, declaring Saturday, October 13th White Cane Day in Sherman. Please let me know if this will be possible and when to attend the Council meeting.

We appreciate your kind support in the past and hope that you grant us permission again this year to perform this very important funds drive. Thank you very much.

Sincerely,



Dr. Jerry Gundersheimer
Chairman, White Cane Days
115 W. Lamberth Rd., Ste. C
Sherman, TX 75092
(903) 868-1135



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5486

Amending Ordinance No. 5481; Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2007, for the Purpose of Adopting a Local Sales and Use Tax to Provide Revenue for Maintenance and Repair of Municipal Streets; Providing that Said Election be Held Jointly with the County of Grayson, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for Use of Direct Recording Electronic (DRE) Equipment; Providing for Early Voting

Issue

Amending Ordinance No. 5481, adopted at the September 4, 2007 Council meeting, to remove the provision that mandates the Council call for an election to reauthorize this local sales and use tax in year 2011.

Background

In compliance with the City Charter and the election laws for the State of Texas, the City must, by ordinance, call a Special Municipal Election for the second Saturday in May or the first Tuesday after the first Monday in November. Ordinance No. 5481, which calls for a special election on November 6, 2007, to consider the adoption of a sales and use tax at the rate of one-eighth (1/8) of one percent to provide revenue for the maintenance and repair of municipal streets. If approved by the voters, this sales and use tax would sunset at the end of four years.

Origination

Mayor and City Council

Financial Consideration

In May 2007, the Regular Municipal Election cost \$29,428.48, with the City's final cost being \$16,109.67. The City of Sherman and Grayson County will hold a Joint Election, which will allow a cost savings for the City.

Staff Recommendation

It is recommended that the City Council consider amending the ordinance calling the Special Municipal Election for Tuesday, November 6, 2007.

Alternatives

As this is a Council initiative, no alternatives are recommended.

Attachments

Ordinance No. 5486

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

ORDINANCE NO. 5486

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5481; ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2007, FOR THE PURPOSE OF ADOPTING A LOCAL SALES AND USE TAX TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING THAT SAID ELECTION BE HELD JOINTLY WITH THE COUNTY OF GRAYSON, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR USE OF DIRECT RECORDING ELECTRONIC (DRE) EQUIPMENT; PROVIDING FOR EARLY VOTING; 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, pursuant to Chapter 327 of the Texas Tax Code, the governing body of the City of Sherman, Texas, does declare that an election shall be held on the 6th day of November, 2007, at which election the following proposition shall be submitted to all qualified voters:

The question which shall be submitted to the vote of the qualified electors shall be as follows:

FOR or AGAINST the following:

PROPOSITION 2

“THE ADOPTION OF A LOCAL SALES AND USE TAX IN THE CITY OF SHERMAN, TEXAS, AT THE RATE OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.”

SECTION 2. That the official ballots for said election shall be prepared in accordance with the Election Code of the State of Texas, as amended, so as to permit the electors to vote “FOR” or “AGAINST”. The aforesaid proposition shall be set forth in substantially the following form:

The word “FOR” and beneath it the word “AGAINST” shall be made to appear on the left of the proposition. A square shall be printed on the left of each of the words “FOR” and “AGAINST” and each elector shall place an “X” in the square beside the statement indicating the way he wishes to vote.

SECTION 3. ~~That should the November 6, 2007, local sales and use tax pass, the City of Sherman shall call for an election in the year 2011 on a regular, uniform election date, wherein the voters will vote on whether or not to reauthorize said tax with the then existing law.~~

SECTION 4 3. That said election shall be held jointly with the County of Grayson, Texas, in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 5074, passed and approved on the 4th day of September, 2007.

SECTION 5 4. That the County Clerk shall prepare ballots to be used in said election and shall stamp same "*Official Ballot*".

SECTION 6 5. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast.

SECTION 7 6. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 8 7. That the polling places for this election and the names of the officers who are to hold the same, except insofar as the officers may be changed by the County Clerk of the County of Grayson, Texas, shall be as follows:

PRECINCT NO.	LOCATION	JUDGES
1-2-3	Grayson County Courthouse 100 West Houston Sherman, Texas 75090	Ann Reed, Judge 2474 Joe Davis Rd. Whitewright 75491
		Dee Keating, Alternate 1127 Devoignes Rd. Denison, Texas 75021
4-5-8-32-36-53	Grayson County Justice Center 200 South Crockett Sherman, Texas 75090	Ruby Sprinkle, Judge 1034 Idlewild Sherman, Texas 75090
		Oleta Owens, Alternate 408 N. Andrews Sherman, Texas 75090

20	Salvation Army (North Entrance) 5700 Texoma Parkway Sherman, Texas 75090	Jack Nash, Judge 1515 E. Nall Sherman, Texas 75092 Bob Graves, Alternate 745 Patricia Sherman, Texas 75090
21-65	North Park Baptist Church 2605 Rex Cruse Drive Sherman, Texas 75092	Nana Rylander, Judge 2428 N. Ricketts Sherman, Texas 75092 Dickie Gerig, Alternate 2420 N. Woods Sherman, Texas 75092
23	West Sherman Baptist Church 1830 West Washington Sherman, Texas 75092	Bill Smith, Judge 1407 Crescent Sherman, Texas 75092 Ginger Kimbrough, Alternate 309 Preston Club Dr. Sherman, Texas 75092

SECTION 9 8. That Direct Recording Electronic (DRE) equipment shall be used for voting under the foregoing election precincts.

SECTION 10 9. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote in the Grayson County Courthouse, 100 West Houston, Sherman, Texas, or the Sub-Courthouse, 101 W. Woodward, Denison, Texas, during the following dates and times:

October 22 nd through October 26 th	8 a.m. to 5 p.m.	Monday through Friday
October 27 th	7 a.m. to 7 p.m.	Saturday
October 28 th	12 noon to 5 p.m.	Sunday
October 29 ^h through November 2 nd	7 a.m. to 7 p.m.	Monday through Friday

SECTION 11 10. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at a special called Council Meeting on November 14, 2007.

SECTION 12 11. 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 _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5488

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Sherman Hills, LLC (Owner), Dan Murray (Representative), and Teague, Nall and Perkins (Engineer) to Allow a Clubhouse for a Golf Course in an R-1 (One and Two Family Residential) District and the O-1.2 (Sam Rayburn) Overlay District in the 2500-2600 Blocks of U.S. Highway 75 South; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

The grant of a Specific Use Permit to Sherman Hills, LLC (Owner), Dan Murray (Representative), and Teague, Nall and Perkins (Engineer) concerning the property located in the 2500-2600 Blocks of U.S. Highway 75 South to allow a Clubhouse for a Golf Course in an R-1 (One and Two Family Residential) District and the O-1.2 (Sam Rayburn) Overlay District

Background

The property is located in the 2500-2600 Blocks of U.S. Highway 75 South.

Origination

Sherman Hills, LLC (Owner); Dan Murray (Representative); and Teague, Nall and Perkins (Engineer)

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5488

Location Map

Photograph

Site Plan

P&Z Communication Form

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO SHERMAN HILLS, LLC (OWNER), DAN MURRAY (REPRESENTATIVE) AND TEAGUE, NALL AND PERKINS (ENGINEER) TO ALLOW A CLUBHOUSE FOR A GOLF COURSE IN AN R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AND THE O-1.2 (SAM RAYBURN) OVERLAY DISTRICT IN THE 2500-2600 BLOCKS OF U.S. HIGHWAY 75 SOUTH; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Sherman Hills, LLC (Owner), Dan Murray (Representative), and Teague, Nall and Perkins (Engineer) are granted a Specific Use Permit to allow to allow a Clubhouse for the Golf Course in an R-1 (One and Two Family Residential) District and the O-1.2 (Sam Rayburn) Overlay District in the 2500-2600 U.S. Highway 75 South, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625 and the Preston Kitchen Survey, Abstract No. 667, and being a part of the same land conveyed by W. C. Pickens et ux to W. C. Pickens, Jr., et al by deed dated August 27, 1988, recorded in Volume 2002, Page 434, Real Property Records, Grayson County, Texas, also being a part of TRACT 2, SHERMAN HILLS

COUNTRY CLUB ADDITION, GOLF COURSE TRACTS as recorded in Volume 17, Page 72, Plat Records, Grayson County, Texas and being more particularly described metes and bounds as follows:

COMMENCING at the most easterly southeast corner of said Pickens Tract, said point being in the west right-of-way of U. S. Highway No. 75;

THENCE North 59°58'57" West, a distance of 1934.75 feet to the TRUE POINT-OF-BEGINNING;

THENCE North 02°53'51" West, a distance of 288.29 feet to a point;

THENCE North 16°43'23" East, a distance of 420.80 feet to a point;

THENCE South 58°10'41" East, a distance of 327.14 feet to a point;

THENCE with a non-tangent curve to the left having a radius of 430.00 feet (chord bears South 18°12'16" East, 59.00 feet) and an arc length of 59.05 feet to a point;

THENCE with a reverse curve to the right having a radius of 1,775.00 feet (chord bears South 18°15'12" East, 240.53 feet), an arc distance of 240.71 feet to a point;

THENCE South 14°22'06" East, a distance of 41.32 feet to a point;

THENCE with a curve to the right having a radius of 715.00 feet (chord bears South 03°11'33" East, 277.16 feet) and an arc length of 278.93 feet to a point;

THENCE North 74°37'16" West, a distance of 335.20 feet to a point;

THENCE South 88°04'24" West, a distance of 180.85 feet to the POINT OF BEGINNING and Containing **6.394 acres** of land.

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

1. Letters from the various utility companies stating the availability of service and adequacy of the easements are required. (City will contact)
2. Original tax certificates shall be furnished prior to recording of the plat. It is recommended that the runoff from the site not be directed onto adjoining properties.
3. The escrow money required to be paid as part of the development of Sherman Hills Country Club Addition Golf Course Tracts is due prior to this replat being filed.
4. All field notes must match submitted plans.
5. There are several existing TP& L easements, which are labeled, but must also be reflected on the plat.
6. Enlarge or clarify printing for the bearings and distances within the darkened flood plain area.

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

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

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

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

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

INTRODUCED on this the _____ day of _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

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



2500-2600 U. S. HWY. 75 S SPECIFIC USE PERMIT

Department of Developmental Services



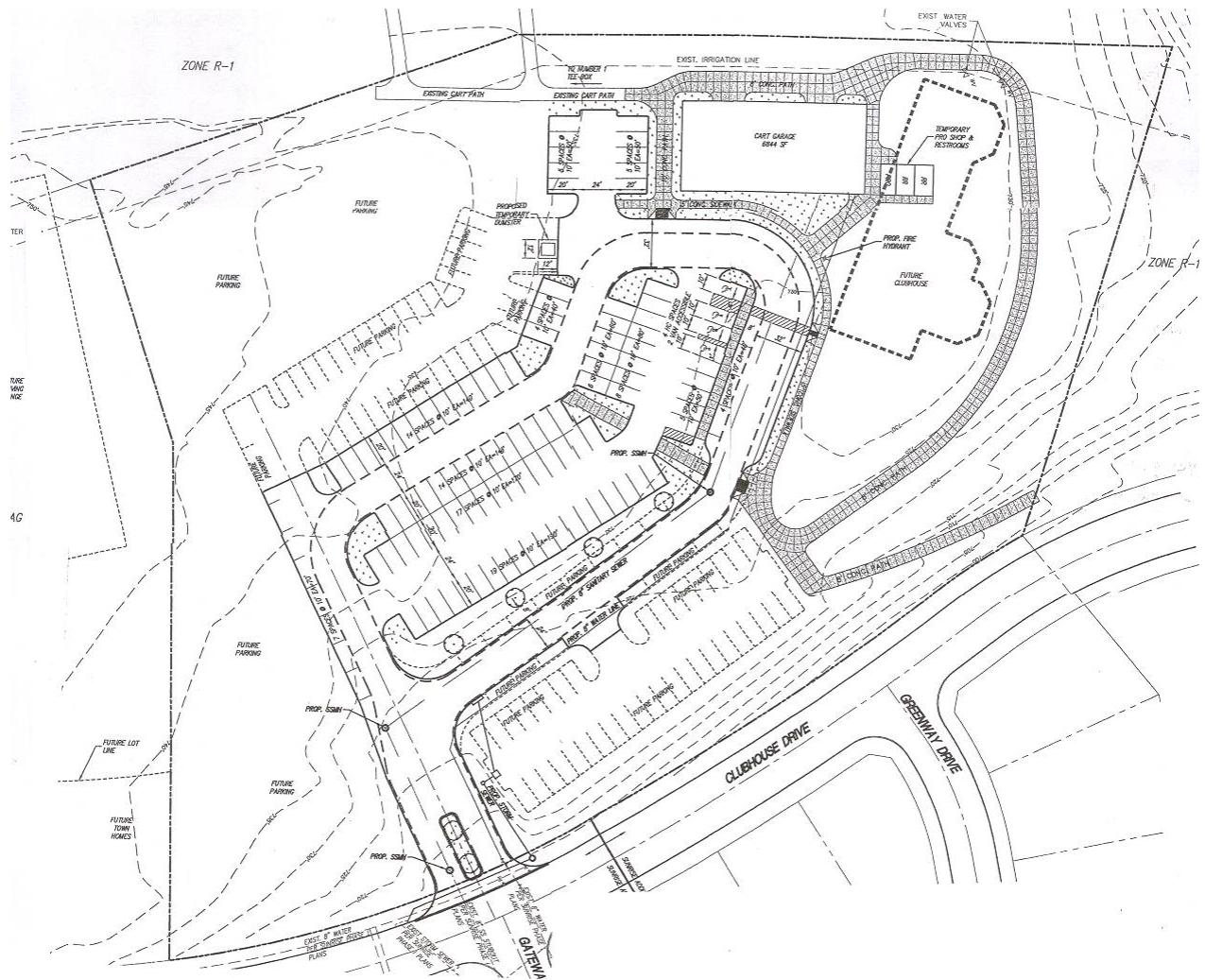


(c) Copy

Scale: 1 inch = 250.0 feet

2500-2600 Blocks Hwy 75 S.





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

2500-2600 Blocks of U.S. Highway 75 South
6.3 acres, a portion of Tract 2 in the
Sherman Hills Country Club Addition Golf Course Tracts
Specific Use Permit

Requested Action/Proposed Use:

Specific Use Permit and Site Plan Approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a clubhouse for the golf course in an R-1 (One and Two Family Residential) District and the O-1.2 (Sam Rayburn) Overlay District.

Adjacent Zoning:

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

Origination:

Sherman Hills, LLC (Owner), Dan Murray (Representative) and Teague, Nall and Perkins (Engineers)

Considerations:

Master Plan Designation: Residential/Floodplain

Number of notices mailed:

0

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, and Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

Sherman Hills LLC
500 Greenoble Rd.
Santa Barbara, CA 93105

Dan Murray
1604 S. Sam Rayburn Freeway West
Sherman, Texas 75090

Dear Applicant,

The request for approval of a Replat of a Portion of Tract 2 of Sherman Hills Country Club Addition Golf Course Tracts in the 1800-2800 Blocks of U. S. Highway 75 South has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility companies stating the availability of service and adequacy of the easements are required. (City will contact)
2. Original tax certificates shall be furnished prior to recording of the plat. It is recommended that the runoff from the site not be directed onto adjoining properties.
3. The escrow money required to be paid as part of the development of Sherman Hills Country Club Addition Golf Course Tracts is due prior to this replat being filed.
4. Curve 3 does not match field notes.
5. Please show the several existing TP& L easements which are labeled but cannot be seen on the plat.
6. Bearings and distances within the darkened flood plain area cannot be read and therefore cannot be checked. Please enlarge or clarify printing.
7. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Teague, Nall & Perkins



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5489

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 2500-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

Issue

Considering the request of Sherman Hills, LLC (Owner), Dan Murray (Representative), and Teague, Nall and Perkins (Engineer) concerning the property located in the 2500-2600 blocks of U.S. Highway 75 South

Background

The property is located in the 2500-2600 blocks of U.S. Highway 75 South. The zone change is for the golf course clubhouse and parking area for the Sherman Hills Country Club.

Origination

Sherman Hills, LLC (Owner); Dan Murray (Representative); and Teague, Nall and Perkins (Engineer)

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Zone Change be approved.

Attachments

Ordinance No. 5489

Location Map

Photograph

Site Plan

P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 2500-2600 BLOCKS OF U.S. HIGHWAY 75 SOUTH; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District in the 2500-2600 Blocks of U.S. Highway 75 South, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625 and the Preston Kitchen Survey, Abstract No. 667, and being a part of the same land conveyed by W. C. Pickens et ux to W. C. Pickens, Jr., et al by deed dated August 27, 1988, recorded in Volume 2002, Page 434, Real Property Records, Grayson County, Texas, also being a part of TRACT 2, SHERMAN HILLS COUNTRY CLUB ADDITION, GOLF COURSE TRACTS as recorded in Volume 17, Page 72, Plat Records, Grayson County, Texas and being more particularly described metes and bounds as follows:

COMMENCING at the most easterly southeast corner of said Pickens Tract, said point being in the west right-of-way of U. S. Highway No. 75;

THENCE North 59°58'57" West, a distance of 1934.75 feet to the TRUE POINT-OF-BEGINNING;

THENCE North 02°53'51" West, a distance of 288.29 feet to a point;

THENCE North 16°43'23" East, a distance of 420.80 feet to a point;

THENCE South 58°10'41" East, a distance of 327.14 feet to a point;

THENCE with a non-tangent curve to the left having a radius of 430.00 feet (chord bears South 18°12'16" East, 59.00 feet) and an arc length of 59.05 feet to a point;

THENCE with a reverse curve to the right having a radius of 1,775.00 feet (chord bears South 18°15'12" East, 240.53 feet), an arc distance of 240.71 feet to a point;

THENCE South 14°22'06" East, a distance of 41.32 feet to a point;

THENCE with a curve to the right having a radius of 715.00 feet (chord bears South 03°11'33" East, 277.16 feet) and an arc length of 278.93 feet to a point;

THENCE North 74°37'16" West, a distance of 335.20 feet to a point;

THENCE South 88°04'24" West, a distance of 180.85 feet to the POINT OF BEGINNING and Containing **6.394 acres** of land.

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

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



2500-2600 U. S. HWY. 75 S ZONE CHANGE

Department of Developmental Services



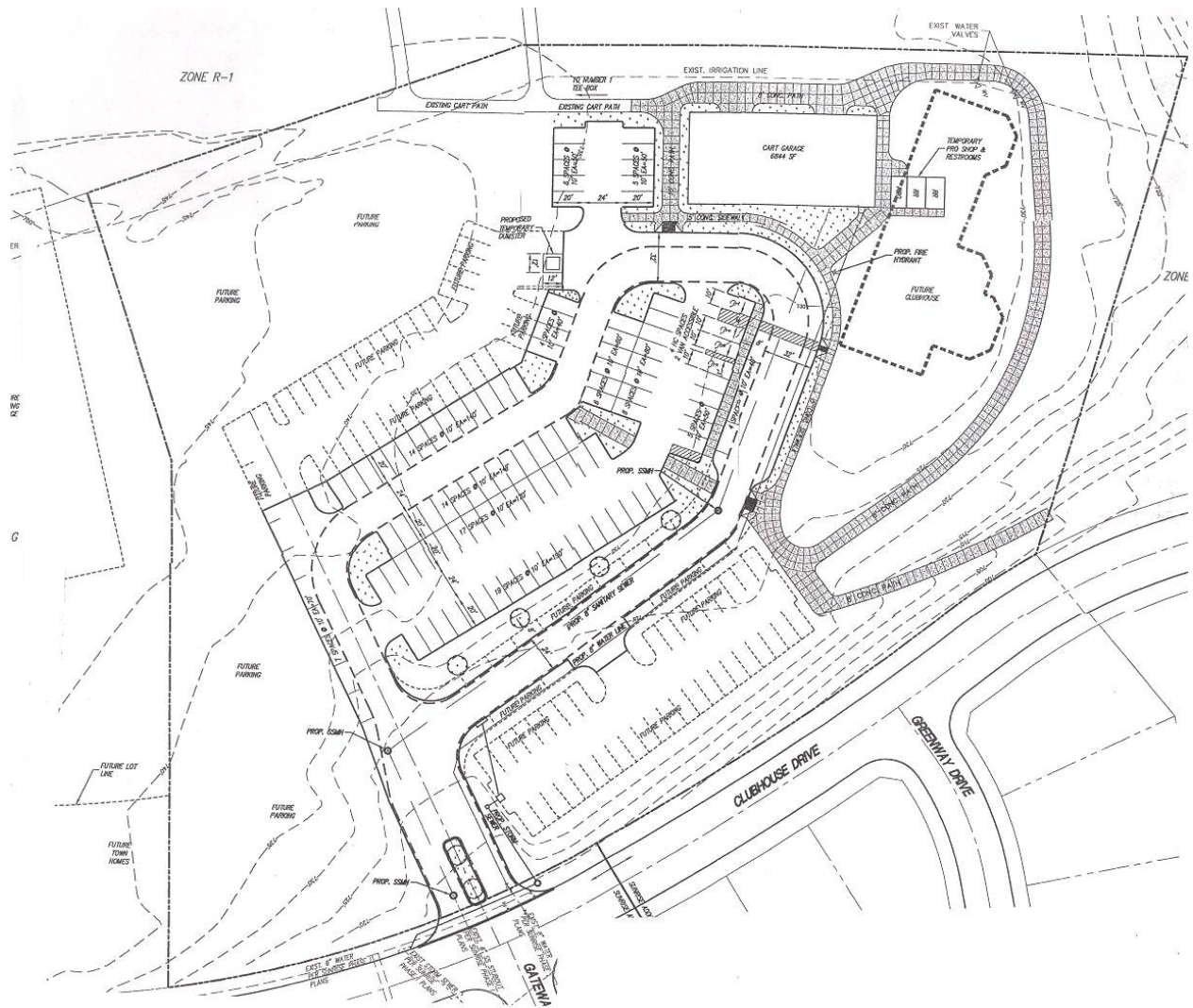


(c)

Scale: 1 inch = 250.0 feet

2500-2600 Blocks Hwy 75 S.





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

2500-2600 Blocks of U.S. Highway 75 South
6.3 acres, a portion of Tract 2 in the Sherman Hills Country Club Addition
Golf Course Tracts
Zone Change

Requested Action/Proposed Use:

Zone Change and Site Plan Approval under Ordinance No. 2280, Section 12 for a golf course clubhouse from an R-1 (One and Two Family Residential) District to a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District.

Adjacent Zoning:

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

Origination:

Sherman Hills, LLC (Owner), Dan Murray (Representative) and Teague, Nall and Perkins (Engineers)

Considerations:

Master Plan Designation: Residential/Floodplain

Number of notices mailed:

0

Objections Received:

0

Attachments:

Location map; Photographs; Site Plan; and Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

Sherman Hills LLC
500 Greenoble Rd.
Santa Barbara, CA 93105

Dan Murray
1604 S. Sam Rayburn Freeway West
Sherman, Texas 75090

Dear Applicant,

The request for approval of a zone change and site plan approval for the Clubhouse at Sherman Hills Country Club located in the 2500-2600 Blocks of U. S. Highway 75 South has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. A replat is required to be approved consistent with the lot being zoned.
2. The proposed on site water and sanitary sewer shall be private ownership and maintenance.
3. A permit is required for the drive approach.
4. The parking lot shall follow the guidelines of the tree preservation ordinance for commercial parking lots.
5. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Teague, Nall & Perkins



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5490

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and R-2 (Multi-Family Residential) District in the 5400 Block of U.S. Highway 82 West (UCD 82 – Hudgins, L.P., Owner)

Issue

Considering the request of UCD 82 – Hudgins, L.P. (Owner), Vilbig and Associates, Inc. (Engineer), and Helvey and Associates (Surveyor) concerning the property located in the 5400 block of U.S. Highway 82 West:

- (Tract 1) Zone Change and Site Plan Approval under Ordinance No. 2280, Section 12, being 63.564 acres in the Henry Ritchey Survey, Abstract No. 1025 and the Daniel Bickenbach Survey, Abstract No. 128 from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District
- (Tract 2) Zone Change and Site Plan Approval under Ordinance No. 2280, Section 12, being 19.643 acres in the Henry Ritchey Survey, Abstract No. 1025 and the Daniel Bickenbach Survey, Abstract No. 128 from an SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District

Background

The property is located at the corner of U.S. Highway 82 West and the proposed S.H. 289 (Hudgins Road). It was recently annexed into the city limits of Sherman, brought in as an SF-1 (Single Family Residential) District. The owner would like to rezone the north tract into a C-1 (Retail Business) District and the south tract into an R-2 (Multi-Family Residential) District.

Origination

UCD 82 – Hudgins, L.P. (Owner); Vilbig and Associates, Inc. (Engineer)

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Zone Change be approved.

Attachments

Ordinance No. 5490, Location Map, Site Plan, and P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AND R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT IN THE 5400 BLOCK OF U.S. HIGHWAY 82 WEST; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, and being a part of the Henry Ritchey Survey, Abstract No. 1025, and being a part of the Daniel Bickenbach Survey, Abstract No. 128, and being a part of the 104.14 ac. Tract of land conveyed to Ron Haliburton by Glenn A. Mull and wife, Elaine M. Mull by Warranty Deed with Vendor's Lien dated October 6, 1998 and recorded Volume 2938, Page 641, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at a point in the South right-of-way line of U.S. Highway No. 82, at the Northwest corner of both said Haliburton 104.14 ac. and the herein described tract, at the Northeast corner of the 102.27 ac. tract of land conveyed to Christopher Rehmet and Claire Tate Rehmet in Volume 3535, Page 296, said Official Public Records;

THENCE North 89 deg. 24 min. 04 sec. East, with the South right-of-way line of said U.S. Highway No. 82, a distance of 718.44 ft. to a point in the proposed West right-of-way line of State Highway No. 289, at the Northeast corner of the herein described tract;

THENCE South 65 deg. 37 min. 27 sec. East, with the proposed West right-of-way line of said State Highway No. 289, a distance of 623.27 ft. to an Ell corner;

THENCE North 45 deg. 36 min. 21 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 61.73 ft. to an Ell corner;

THENCE South 43 deg. 10 min. 39 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 279.78 ft. to an Ell corner;

THENCE South 46 deg. 40 min. 13 sec. West, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 53.49 ft. to an Ell corner;

THENCE South 14 deg. 31 min. 03 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 210.74 ft. to an angle point;

THENCE South 00 deg. 36 min. 58 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 280.63 ft. to a point in the North line of the 5 ac. tract of land conveyed to Jack a Barkley and Donna M. Barkley in Volume 2416, Page 551, said Real Property Records;

THENCE South 88 deg. 35 min. 38 sec. West, with the North line of said Barkley 5 ac., a distance of 438.88 ft. to a point at the Northwest corner of said Barkley 5 ac.;

THENCE South 03 deg. 03 min. 17 sec. East, with the West line of said Barkley 5 ac., a distance of 373.99 ft. to a point at the Southwest corner of said Barkley 5 ac.;

THENCE North 83 deg. 05 min. 24 sec. East, with the South line of said Barkley 5 ac., a distance of 321.19 ft. to an angle point;

THENCE North 61 deg. 46 min. 27 sec. East, continuing with the South line of said Barkley 5 ac., a distance of 118.10 ft. to a point in the proposed West right-of-way line of said State Highway No. 289;

THENCE South 01 deg. 27 min. 21 sec. East, with the proposed West right-of-way line of said State Highway No. 289, a distance of 1,363.06 ft. to a point in the North line of the 5.5 ac. tract of land conveyed to Dennis A. Stengel in Volume 2238, Page 418, Real Property Records, Grayson County, Texas, in the South line of said Haliburton 104.14 ac., at the Southeast corner of the herein described tract;

THENCE North 89 deg. 53 min. 08 sec. West, with the general course of a wire fence maintaining the North line of said Stengel 5.5 ac. and the South line of said Haliburton 104.14 ac., a distance of 436.95 ft. to a point at the most Southerly Southwest corner of the herein described tract;

THENCE North, over and across said Haliburton 104.14 ac., a distance of 500.25 ft. to a point in the North line of said Bickenbach Survey, the South line of said Ritchey Survey;

THENCE North 89 deg. 53 min. 08 sec. West, with the North line of said Bickenbach Survey and the South line of said Ritchey Survey, a distance of 342.17 ft. to a point at a Southwest corner of the herein described tract;

THENCE North, continuing over and across said Haliburton 104.14 ac., a distance of 415.47 ft. to a point at an Ell corner of the herein described tract;

THENCE West, continuing over and across said Haliburton 104.14 ac., a distance of 758.89 ft. to a point in the West line of said Haliburton 104.14 ac. and the East line of said Rehmet 102.27 ac., at the most Westerly Northwest corner of the herein described tract;

THENCE North 01 deg. 21 min. 04 sec. West, with the general course of a wire fence maintaining the West line of said Haliburton 104.14 ac. and the East line of said Rehmet 102.27 ac., a distance of 1,667.44 ft. to the PLACE OF BEGINNING and containing 63.564 acres of land.

SECTION 2. That from and after the passage of this ordinance, the following described property shall be in the R-2 (Multi-Family Residential) District in the 5400 Block of U.S. Highway 82 West, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, and being a part of the Henry Ritchey Survey, Abstract No. 1025, and being a part of the Daniel Bickenbach Survey, Abstract No. 128, and being a part of the 104.14 ac. tract of land conveyed to Ron Haliburton by Glenn A. Mull and wife, Elaine M. Mull by Warranty Deed with Vendor's Lien dated October 6, 1998 and recorded in Volume 2938, Page 641, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows , to wit:

BEGINNING at a point in the East line of the 102.27 ac. tract of land conveyed to Christopher Rehmet and Claire Tate Rehmet in Volume 3535, Page 296, said Official Public Records, at the Northwest corner of the 5.5 ac. tract of land conveyed to Dennis A. Stengel in Volume 2238, Page 418, Real Property Records, Grayson County, Texas, at the Southwest corner of both said Haliburton 104.14 ac. and the herein described tract;

THENCE North 01 deg. 21 min. 04 sec. West, with the general course of a wire fence maintaining the West line of said Haliburton 104.14 ac. and the East line of said Rehmet 102.27 ac., a distance of 914.49 ft. to a point at the Northwest corner of the herein described tract;

THENCE East, over and across said Haliburton 104.14 ac., a distance of 758.89 ft. to a point at the most Northerly Northeast corner of the herein described tract;

THENCE South, continuing over and across said Haliburton 104.14 ac., a distance of 415.71 ft. to a point in the South line of said Ritchey Survey, in the North line of said Bickenbach Survey, at an Ell corner of the herein described tract;

THENCE South 89 deg. 53 min. 08 sec. East, with the South line of said Ritchey Survey, the North line of said Bickenbach Survey, a distance of 342.17 ft. to a point at the most Easterly Northeast corner of the herein described tract;

THENCE South, continuing over and across said Haliburton 104.14 ac., a distance of 500.25 ft. to a point in the South line of said Haliburton 104.14 ac., in the North line of said Stengel 5.5 ac., at the Southeast corner of the herein described tract;

THENCE North 89 deg. 53 min. 08 sec. West, with the South line of said Haliburton 104.14 ac. and the North line of said Stengel 5.5 ac., a distance of 1,079.50 ft. to the PLACE OF BEGINNING and containing 19.643 acres of land.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

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 all as required by law.

INTRODUCED on this the _____ day of _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

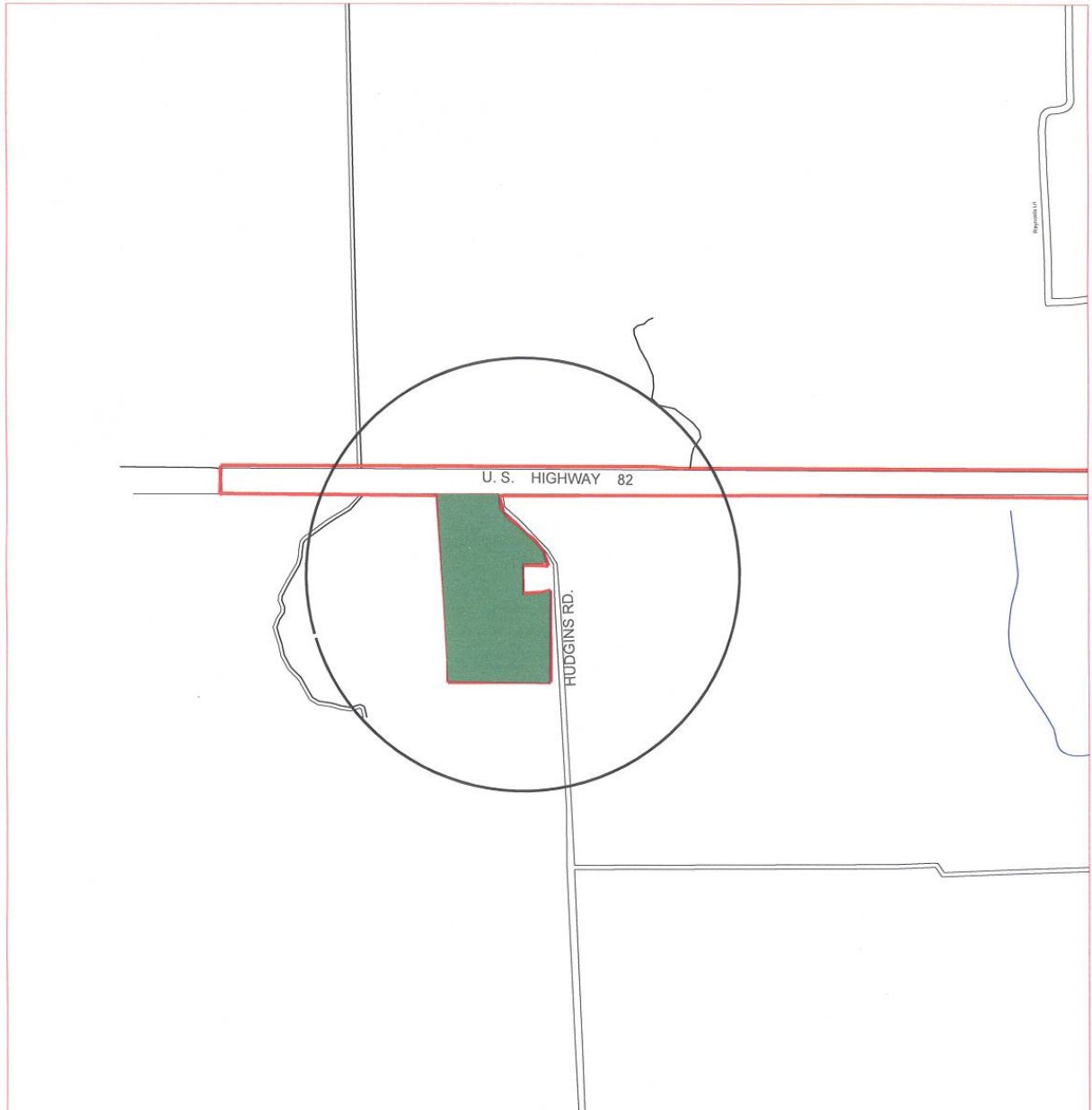
BILL MAGERS, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**



LEGEND

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



5400 BLK US HWY 82 W ZONE CHANGE

Department of Developmental Services





5400 Block Hwy 82 W.



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

5400 Block of U.S. Highway 82 West
83.208 acres in the Henry Ritchey Survey, Abstract No. 1025
and the Daniel Bickenbach Survey, Abstract No. 128
Zone Change

Requested Action/Proposed Use:

- (Tract 1) Zone Change and Site Plan Approval under Ordinance No. 2280, Section 12, being 63.564 acres in the Henry Ritchey Survey, Abstract No. 1025 and the Daniel Bickenbach Survey, Abstract No. 128 from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District.
- (Tract 2) Zone Change and Site Plan Approval under Ordinance No. 2280, Section 12, being 19.643 acres in the Henry Ritchey Survey, Abstract No. 1025 and the Daniel Bickenbach Survey, Abstract No. 128 from an SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District.

Adjacent Zoning:

NA

Origination:

UCD 82 - Hudgins, L.P. (Owner) and David Vilbig, Vilbig & Associates (Representative)

Considerations:

Master Plan Designation: Retail-Commercial and Residential

Number of notices mailed:

2

Objections Received:

0

Attachments:

Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

United Commercial Development
UCD 82 – Hudgins, LP
7001 Preston Road, Ste. 500
Dallas, TX 75205

Dear Applicant,

The request for approval of zone changes and site plan approval concerning the property located in the 5400 Block of U. S. Highway 82 West has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drainage easement shall be removed. All drainage facilities shall be privately owned and maintained. Detention is required for all properties one acre or larger.
2. All utility easements must be a minimum of twenty (20) feet in width.
3. Proposed sanitary sewer easements located on Lot 6 and Lot 8 appear to serve those lots only. Remove sanitary sewer easements at those locations.
4. The right-of-way for the street on the south side of the property shall be dedicated at the time of platting by off site owners or the street shall be moved completely onto this property.
5. This site plan is conceptual in nature. Prior to development, a final site plan shall be presented.
6. Drive approaches onto U. S. Hwy 82 and the future State Hwy. 289 are regulated under TxDOT standards and guidelines. All TxDOT requirements are to be met.
7. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Vilbig and Associates
	Helvy and Associates	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5491

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 1020 South Austin Street (Jerry Paul Higgins, Owner)

Issue

Considering the request of Jerry Paul Higgins (Owner) and Sartin and Associates, Inc. (Surveyors) concerning the property located at 1020 South Austin Street

Background

The property is located at 1020 South Austin Street, which is between Steadman and Middleton Streets. Mr. Higgins owns the property behind this at 1029 South Sam Rayburn Freeway. He would like to construct a building for automobile accessory storage for his business on Sam Rayburn Freeway.

Origination

Jerry Paul Higgins (Owner); Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted 9/0 to recommend to the City Council that the Zone Change be approved. One letter opposing the Zone Change was received.

Attachments

Ordinance No. 5491

Location Map

Photograph

Site Plan

Letter

P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5491

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 1020 SOUTH AUSTIN STREET; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 1020 South Austin Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Being the north 90 feet of Lot 8, Block 20 of B.H. Moore Heirs Addition.

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

EFFECTIVE DATE on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

ATTEST:

BY:

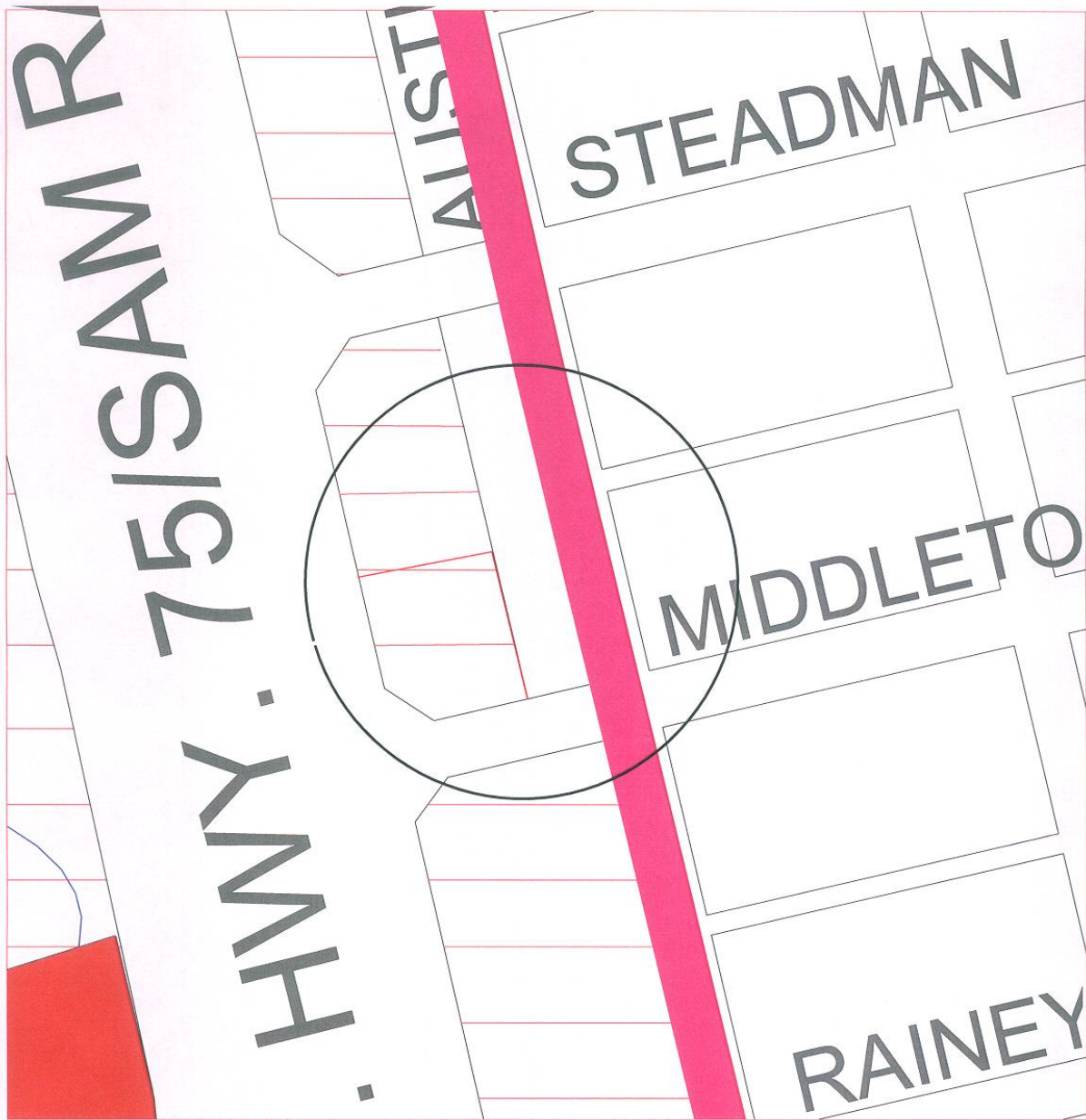
BILL MAGERS, MAYOR

BY:

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY, CITY ATTORNEY



LEGEND

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



1020 SOUTH AUSTIN STREET ZONE CHANGE

Department of Developmental Services



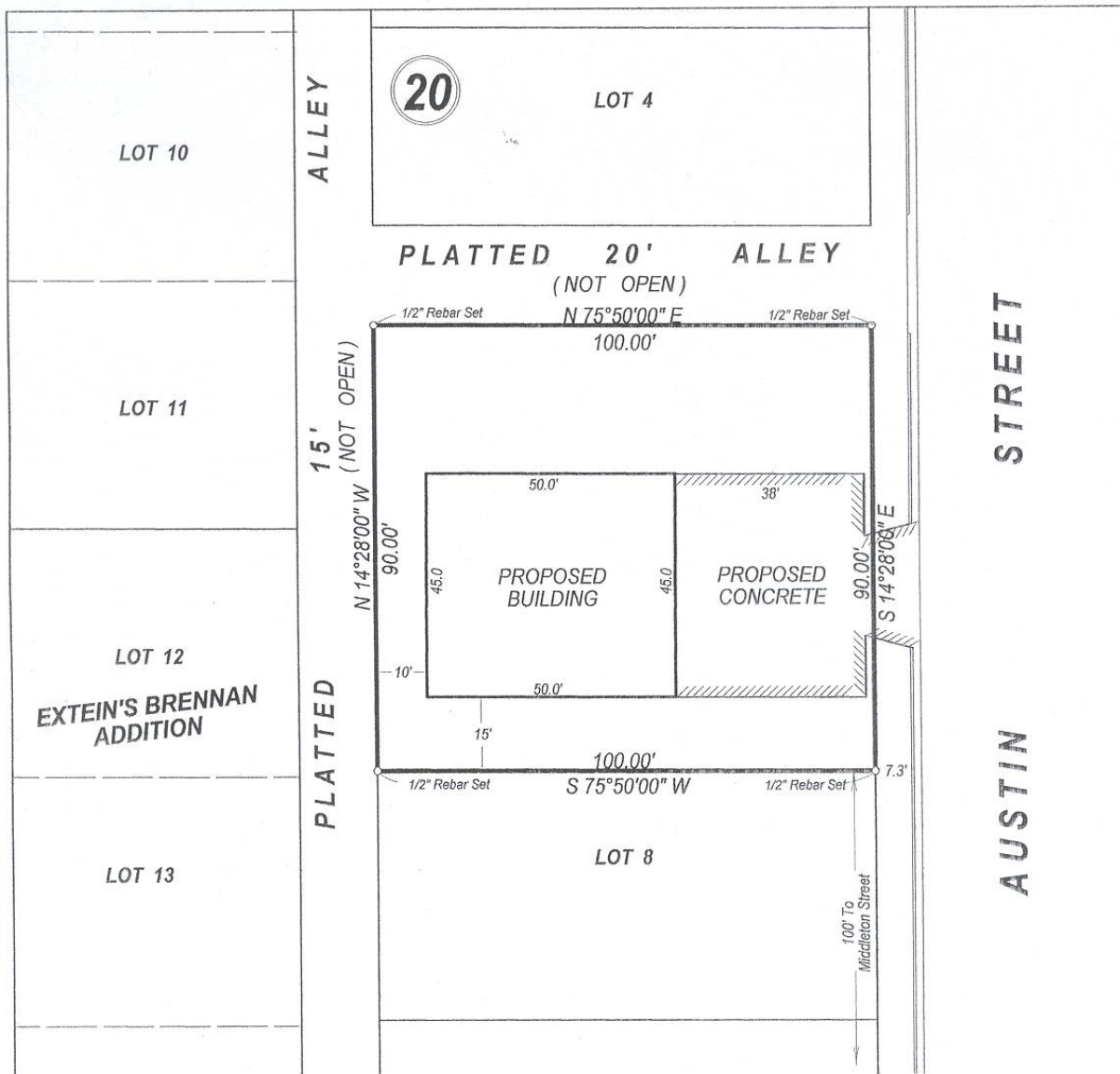


(c) Copyright 2006, Pictor

Scale: 1 inch = 50.0 feet

1020 S. Austin





SITE PLAN

Being the North Ninety, (90) feet of Lot No. 8 in Block No. Twenty, (20), of the B. H. Moore Heirs Addition to the City of Sherman, Texas, as shown by plat of record in Volume O, Page 405 of the District Court Minutes, Grayson County, Texas.

SHERMAN



PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone No. (903) 892-7229
FAX No. (903) 892-7274

August 31, 2007

Tommy & Barbara Seals
1015 S. Austin
Sherman, Texas 75090-7823

SEP 10 REC'D

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, September 18, 2007 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Jerry Paul Higgins (Owner) and Sartin and Associates, Inc. (Surveyors)
concerning the property at 1020 South Austin Street, being the north 90 feet
of Lot 8, Block 20 of the B.H. Moore Heirs Addition

The request is as follows:

Zone Change under Ordinance No. 2280, Section 12, from an R-1 (One and Two Family Residential) District to a C-1 (Retail Business) District and O-1.2 (Sam Rayburn) Overlay District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106

Scott Shadden/PR
Secretary, Planning & Zoning Board

I am concerned about this zoning issue. My concerns are the amount of traffic in + out as there are children on bikes, etc. in this block. Also the level of noise as I live directly across from this property. And would like to know the effect this would have on my property value.

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

Thank you, Tommy + Barbara Seals.

P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106 (903) 892-7206

*903-813-1023
903-436-5577*

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

1020 South Austin Street
North ninety (90) feet of Lot No. 8
in Block No. Twenty (20) of the B. H. Moore Heirs Addition,
Zone Change

Requested Action/Proposed Use:

Zone Change and Site Plan Approval under Ordinance No. 2280, Section 12, from an R-1 (One and Two Family Residential) District to a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District

Adjacent Zoning:

C-2 (General Commercial) District and R-1 (One and Two Family Residential) District

Origination:

Jerry Paul Higgins (Owner) and Sartin and Associates, Inc. (Surveyors)

Considerations:

Master Plan Designation: Retail/Commercial

Number of notices mailed:

14

Objections Received:

1

Attachments:

Location map; Photographs; Site Plan; and Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

Jerry Paul Higgins
P.O. Box 1865
Sherman, Texas

Dear Applicant,

The request for approval of a site plan concerning the property located at 1020 South Austin has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. A sidewalk will be required along the frontage.
2. Screening will be required adjacent to residential.
3. A permit is required for the driveway construction.
4. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.6

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5486, 5488, 5489, 5490 and 5491

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5486

Amending Ordinance No. 5481; Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2007, for the Purpose of Adopting a Local Sales and Use Tax to Provide Revenue for Maintenance and Repair of Municipal Streets; Providing that Said Election be Held Jointly with the County of Grayson, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for Use of Direct Recording Electronic (DRE) Equipment; Providing for Early Voting

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5488

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Sherman Hills, LLC (Owner), Dan Murray (Representative), and Teague, Nall and Perkins (Engineer) to Allow a Clubhouse for a Golf Course in an R-1 (One and Two Family Residential) District and the O-1.2 (Sam Rayburn) Overlay District in the 2500-2600 Blocks of U.S. Highway 75 South; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5489

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 2500-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5490

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District and R-2 (Multi-Family Residential) District in the 5400 Block of U.S. Highway 82 West (UCD 82 – Hudgins, L.P., Owner)

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5491

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 1020 South Austin Street (Jerry Paul Higgins, Owner)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. B.7

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.2 * RESOLUTION NO. 5096

Authorizing Execution of a Fire Fighting Service Agreement with Grayson County for the Period of October 1, 2007, through September 30, 2010

C.3 * RESOLUTION NO. 5097

Awarding a Bid to and Authorizing Execution of a Service Contract and an Addendum to the Contract with Revenue Rescue L.L.C.; Providing for Billing and Collection Services for Assistance Rendered by the Sherman Fire Department

C.4 * RESOLUTION NO. 5098

Appointing and Authorizing the Execution of an Agreement with Patillo, Brown & Hill, LLP to Perform the Fiscal Year 2007 Audit

C.6 * RESOLUTION NO. 5100

Authorizing the Purchase of Two Brush Truck Chassis and Loaders for the Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.7 * RESOLUTION NO. 5101

Awarding a Bid to and Authorizing Execution of a Contract with Dayton Tire Sales, Inc. for an Annual Supply of Tires and Tubes

C.8 * RESOLUTION NO. 5102

Authorizing Execution of a Developer's Agreement with DGR Development Group, LTD. for Construction of Public Facilities in the O'Hanlon Ranch Phase II Addition to the City of Sherman

C.9 * RESOLUTION NO. 5103

Authorizing the Execution of an Agreement with Barton Capital, Ltd. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 615 South Vaden Street

C.10 * RESOLUTION NO. 5104

Authorizing the Execution of an Agreement with Barton Capital, Ltd. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 617 South Vaden Street

D.3 * OTHER BUSINESS

Consider Request of the Sherman Noon Lions Club to Solicit Funds for “White Cane Days” at Two Street Corners on Saturday, October 13, 2007

D.4 * OTHER BUSINESS

Special Consideration to Ordinance No. 2252, Article IV, Section 410 (2)(j), for Site Plan Approval for a Proposed Trailer Dock in the Blalock Industrial Park District at 3221 Northgate Drive (Northgate Development Trust, Owner; FedEx Ground, Tenant)

D.5 * OTHER BUSINESS

Replat Approval of a Portion of Tract 2 of the Sherman Hills Country Club Addition Golf Course Tracts, being 6.3 acres in a portion of Tract 2 in the Sherman Hills Country Club Addition Golf Course Tracts; Sherman Hills, LLC, Owner (1800-2600 Blocks of U.S. Highway 75 South)

D.6 * OTHER BUSINESS

Final Plat Approval of The Preserve, Phase I, being 20.1931 acres in the Elizabeth Jones Survey, Abstract No. 625; Country Ridge North, LLC, Owner; Tipton Engineering, Inc., Engineers/Surveyors (4300-4600 Blocks of Quail Run Road)

D.7 * OTHER BUSINESS

Final Plat Approval of the Vista Norte Addition, Phase Two, being 43.235 acres in the W. F. Patterson Survey, Abstract No. 969; Tricon Sherman I., L.P., Owner; Vilbig and Associates, Engineer; and Helvey and Associates Surveying, Inc., Surveyor (4500-4800 Blocks of Pecan Grove Road)

D.8 * OTHER BUSINESS

Replat Approval of the J. D. Miller Addition and the Derl and Frances Tucker Property, being 0.27 acres in the J.B. McAnair Survey, Abstract No. 763 and Lots 1 and 2, Block 1 of the J. D. Miller Addition; Team Young Properties, LLC and Derl and Frances Tucker, Owners (900 Block of West Birge and 1014 North Lockhart)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.1

RESOLUTION NO. 5095

**Authorizing the City Manager to Execute Contracts with the Tourism Director,
the Sherman Council of Arts and Humanities, Inc., the Red River Historical Museum,
and Downtown Sherman Preservation and Revitalization**

Issue

To distribute a portion of the Hotel-Motel Occupancy Tax funds received by the City of Sherman among the Tourism Director, the Sherman Council of Arts and Humanities, Inc. (SCAH), the Red River Historical Museum, and Downtown Sherman Preservation and Revitalization (DSP&R)

Background

At the 2007 Budget Workshop, the City Council allocated \$364,864.00 of the Hotel-Motel Occupancy Tax Fund dollars to be used to promote tourism through the Tourism Department, SCAH, the Museum and DSP&R, as follows:

- Tourism Department - \$229,725.00
- SCAH - \$32,639.00
- Red River Historical Museum - \$82,500.00
- DSP&R (Downtown Director) - \$20,000.00

Origination

Mayor and City Council

Financial Consideration

The Council approved funding of \$364,864.00 for the FY 2007-2008 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 four entities in the funding amounts established by the Council.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5095

Contracts (4)

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE TOURISM DIRECTOR, THE SHERMAN COUNCIL OF ARTS AND HUMANITIES, INC., THE RED RIVER HISTORICAL MUSEUM, AND DOWNTOWN SHERMAN PRESERVATION AND REVITALIZATION; 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 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 Tourism Director, the Sherman Council for the Arts and Humanities, Inc., Red River Historical Museum of Sherman and Downtown Sherman Preservation and Revitalization.

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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

DIRECTOR OF TOURISM

CONTRACT FOR SERVICES – INDEPENDENT CONTRACTOR

BY THIS AGREEMENT, the **CITY OF SHERMAN, TEXAS**, "CITY", hereby contracts for the services of **SHAWNDA RAINS**, "RAINS", as an independent contractor to manage and operate a tourism office for the City of Sherman and RAINS accepts this contractual service on the following terms and conditions:

Article 1

- 1.01 Term of Agreement:** CITY contracts for the services of RAINS as Director of Tourism for the City of Sherman in the capacity of an independent contractor to operate and manage the Sherman Tourism Office for a period of twelve (12) months beginning on October 1, 2007, and ending on the 30th day of September, 2008. However, this Agreement may be terminated earlier as provided in Article 5.

Article 2

- 2.01 Compensation:** As compensation for services rendered by RAINS under this Agreement, RAINS shall be paid by CITY the sum of Five Thousand and One Hundred and Fifty Dollars and no cents (\$5,150.00) monthly payable on the first day of each month for services to be rendered and pro-rated to date of last service, for a total sum of Sixty-One Thousand and Eight Hundred dollars and no cents (\$61,800.00) for the fiscal year. RAINS shall be responsible for her own health insurance and retirement and the CITY shall make no tax withholding.
- 2.02 Reimbursement:** CITY agrees to fund the tourism project for up to, but not to exceed, the total 2007-2008 City budget amount, including the compensation stated in 2.01 above, and the actual expenditures used in the promotion of tourism, in Sherman and its surrounding area, through the Tourism Office. Such City budgeted amounts shall be collected under the Hotel/Motel Occupancy Tax of the CITY. For the fiscal year 2007-2008, the budgeted amount is two hundred and twenty-nine thousand and seven hundred and twenty-five dollars (\$229,725.00). For the term of this contract, the amount shall be two hundred and twenty-nine thousand and seven hundred and twenty-five dollars (\$229,725.00). All disbursements from the City budgeted amount shall be to compensate RAINS for the stated compensation and the actual expenditures made to third parties for the purposes of promoting tourism. Distribution will be based on copies of actual invoices or other proofs of payment as requested by CITY. All expenditures must be in accordance with the City approved budget.
- 2.03 Approved Expenditures:** RAINS shall spend no Hotel/Motel Tax revenues received 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. Section 351.101 of the Texas Tax Code is attached

hereto as Exhibit A and incorporated for all purposes. Specifically, RAINS agrees to use such hotel tax revenues solely for the purposes promoting tourism and the convention and hotel industry and will use the revenues only for the permissible uses listed in section 351.101(a) of the Texas Tax Code.

Article 3

- 3.01 Duties:** RAINS'S principal duties shall be to promote and enhance tourism within the City of Sherman and the area immediately surrounding the City. An annual operational plan with duties, goals and objectives shall be submitted with each budget to the City Council. Quarterly briefings to the City Council shall be given on the tourism activities and expenditures for the quarter. Attached as Exhibit B is the proposed operational plan. RAINS shall provide monthly tourism activity reports to the Tourism Committee. In those reports, RAINS shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.
- 3.02 Independent Contractor:** RAINS is an independent contractor and, as such, how the operational plan is carried out and performed is to be determined by RAINS. It is understood by RAINS that a successful Tourism Office not only requires proper planning, organization, and implementation, but also includes the successful interaction, cooperation, and support of outside citizens, groups, and related organizations. RAINS does agree to and shall devote at least forty (40) actual hours each week to the promotion of tourism for CITY less two (2) weeks vacation and six (6) sick leave days for the remainder of this agreement. RAINS shall keep an accurate record of time spent on tourism and related to specific tourism activities on a daily basis. RAINS further agrees not to engage in any businesses or practices that competes with her duties as Director of Tourism for the City of Sherman to the disadvantage of the CITY.

Article 4

- 4.01 Annual Budget:** RAINS shall always operate within the current tourism budget. RAINS shall timely prepare an annual budget and shall submit the budget to the City Manager for inclusion in the CITY's annual budget meetings. The budget shall individually list each and every item, event, activity, or program for which any part of the revenues from the hotel tax are to be spent, as required in Section 351.108 of the Texas Tax Code, as amended. No Hotel/Motel Tax revenue expenditures shall occur prior to it being properly identified in the budget. Any line item adjustment or transfer of money to another line item in the budget shall immediately be presented to the City Council Tourism Committee with explanation. Any significant amendments, additions or deletions to this budget over Five Thousand Dollars (\$5,000.00) shall be approved by the Sherman City Council before such amendments, additions or deletions shall take place.

Receipt or acceptance by the Sherman City Council of RAINS'S tourism budget, or any changes to it, shall not act as or be deemed to be approval that the items listed by RAINS to receive Hotel/Motel Tax revenues are lawful tourism expenses.

-
- 4.02 Books and Records:** RAINS shall keep a complete set of accounting records and receipts showing all income and expenses and shall timely submit such records to the CITY monthly, and as requested.

Article 5

- 5.01 Termination:** This Agreement may be terminated by the expiration of its term, or the Hotel/Motel Occupancy Tax Ordinances of the City of Sherman are repealed or amended within such term, or the failure of RAINS to faithfully and fully perform according to the terms and conditions of this Agreement. Termination shall also occur upon the arrest and indictment of RAINS for any felony indictment of RAINS for any felony or a crime involving honesty, fraud, or deception, and for willful breach or neglect of the duties of the Tourism Coordinator. Termination shall also occur with or without cause upon thirty days written notice by either party. Notice shall be deemed received three days after the U.S. mail postmark addressed to the Tourism Office or to the City Manager's Office at City Hall.

Article 6

- 6.01 Indemnification:** CITY recognizes that RAINS shall be required to personally enter into agreements, the performance of which may extend beyond her employment. To the extent that such agreements are within the City Council approved budget terms, comply with approved Hotel/Motel Tax dollar expenditures and the Sherman City Code and City Charter, and to the extent permitted by law, City hereby agrees to hold harmless and indemnify RAINS from actual damages arising from the liability of the cost and expenses expressly stated in any such agreements. The City's agreement to indemnify and hold harmless in this provision shall be limited solely to the cost and expenses set forth in the agreements. The provision shall not be deemed as a waiver of the City's governmental immunity.
- 6.02 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 this Agreement.
- 6.03: 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.
- 6.04 Entire Agreement and Choice of Law/Venue:** This Agreement may not be changed, varied, or amended except by an instrument in writing and duly executed by both CITY and RAINS. 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. This Agreement shall be signed in duplicate originals.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force,
has been executed on behalf of the City of Sherman by its City Manager and by RAINS.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON, CITY MANAGER

ATTEST:

DATE: _____

LINDA ASHBY, CITY CLERK

SHAWNDA RAINS

DATE: _____

Approved As To Form:

DOREEN E. MCGOOKEY
CITY ATTORNEY

V.T.C.A., Tax Code § 351.101

Effective: June 15, 2007

Vernon's Texas Statutes and Codes Annotated Currentness

Tax Code(Refs & Annos)

Title 3. Local Taxation (Refs & Annos)

Subtitle D. Local Hotel Occupancy Taxes

Chapter 351. Municipal Hotel Occupancy Taxes (Refs & Annos)

Subchapter B. Use and Allocation of Revenue

→ § 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:

EXHIBIT A

V.T.C.A., Tax Code § 351.101

- (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

V.T.C.A., Tax Code § 351.101

this chapter; and

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

CREDIT(S)

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, § 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, § 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, § 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, § 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, § 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, § 1, eff. June 18, 2003; Acts 2005, 79th Leg., ch. 1247, § 1, eff. June 18, 2005; Acts 2007, 80th Leg., ch. 1144, § 1, eff. June 15, 2007.

HISTORICAL AND STATUTORY NOTES

2007 Electronic Update

2003 Legislation

Acts 2003, 78th Leg., ch. 209, in subsec. (a)(6), substituted "290,000" for "65,000".

Section 97(h) of Acts 2003, 78th Leg., ch. 209 provides:

"(h) This Act takes effect July 1, 2003, if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for effect on that date, this Act takes effect October 1, 2003. The change in law made by this Act does not affect taxes imposed before the effective date of this Act, and the law in effect before the effective date of this Act is continued in effect for purposes of the liability for and collection of those taxes."

Acts 2003, 78th Leg., ch. 303, in subsec. (a)(6), substituted "250,000" for "65,000".

2005 Legislation

Acts 2005, 79th Leg., ch. 1247, in subsec. (a), substituted "one million" for "290,000" in subd. (6), added subd. (7), and made nonsubstantive changes to subds. (5)(B) and (6).

2007 Legislation

Acts 2007, 80th Leg., ch. 1144 added subsec. (a)(7)(B)(iii); and made nonsubstantive changes.

2002 Main Volume

Acts 1989, 71st Leg., ch. 2, § 14.24(a), to conform to Acts 1987, 70th Leg., ch. 1125, §§ 1, 2, and 3, in subsec. (a) substituted "to promote tourism and the convention and hotel industry, and that use is limited to the following" for "for" and deleted "advertising for" at the beginning of subd. (3); and in subsec. (b) in the first sentence substituted "Revenue" for "It is the intent of the legislature that revenues" and "is" for "are", inserted "as permitted by Subsection (a)", and added the second sentence.

Acts 1989, 71st Leg., ch. 1110, § 4, in subd. (a)(3), deleted "general promotional and tourist" preceding "advertising", and "of the municipality and its vicinity" preceding "and conducting", and substituted "solicitations

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 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-two thousand and Six hundred and Thirty-Nine Dollars and No Cents (\$32,639.00) 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 on October 15, 2007, January 15, April 15, and June 15 of 2008. The Thirty-two thousand and Six hundred and Thirty-Nine Dollars and No Cents (\$32,639.00) 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. 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, 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 shall prepare a budget pertaining to the funds to be administered under this contract and shall provide said budget to CITY. The detailed budget shall be presented to the Sherman City Council no later than the 30th day of September, 2007. The budget shall individually list each and every item, event, activity or program for which any part of the revenues from the hotel tax are to be spent, as required in Section 351.108 of the Texas Tax Code, as amended. No hotel tax revenue expenditures shall occur prior to it being properly identified in the budget. 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.

Receipt or 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 October 2, 2007 through September 30, 2008, 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 this 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 2nd day of October, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON, CITY MANAGER

ATTEST:

DATE: _____

LINDA ASHBY, CITY CLERK



SHERMAN COUNCIL FOR THE
ARTS & HUMANITIES, INC.

DATE: 9/27/07

Approved As To Form:

ATTEST:

DOREEN E. MCGOOKEY
CITY ATTORNEY

BY: _____

TITLE: _____

V.T.C.A., Tax Code § 351.101

Effective: June 15, 2007

Vernon's Texas Statutes and Codes Annotated Currentness

Tax Code(Refs & Annos)

Title 3. Local Taxation (Refs & Annos)

Subtitle D. Local Hotel Occupancy Taxes

Chapter 351. Municipal Hotel Occupancy Taxes (Refs & Annos)

Subchapter B. Use and Allocation of Revenue

→ § 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:

EXHIBIT A

V.T.C.A., Tax Code § 351.101

- (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

V.T.C.A., Tax Code § 351.101

this chapter; and

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

CREDIT(S)

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, § 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, § 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, § 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, § 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, § 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, § 1, eff. June 18, 2003; Acts 2005, 79th Leg., ch. 1247, § 1, eff. June 18, 2005; Acts 2007, 80th Leg., ch. 1144, § 1, eff. June 15, 2007.

HISTORICAL AND STATUTORY NOTES

2007 Electronic Update

2003 Legislation

Acts 2003, 78th Leg., ch. 209, in subsec. (a)(6), substituted "290,000" for "65,000".

Section 97(h) of Acts 2003, 78th Leg., ch. 209 provides:

"(h) This Act takes effect July 1, 2003, if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for effect on that date, this Act takes effect October 1, 2003. The change in law made by this Act does not affect taxes imposed before the effective date of this Act, and the law in effect before the effective date of this Act is continued in effect for purposes of the liability for and collection of those taxes."

Acts 2003, 78th Leg., ch. 303, in subsec. (a)(6), substituted "250,000" for "65,000".

2005 Legislation

Acts 2005, 79th Leg., ch. 1247, in subsec. (a), substituted "one million" for "290,000" in subd. (6), added subd. (7), and made nonsubstantive changes to subds. (5)(B) and (6).

2007 Legislation

Acts 2007, 80th Leg., ch. 1144 added subsec. (a)(7)(B)(iii); and made nonsubstantive changes.

2002 Main Volume

Acts 1989, 71st Leg., ch. 2, § 14.24(a), to conform to Acts 1987, 70th Leg., ch. 1125, §§ 1, 2, and 3, in subsec. (a) substituted "to promote tourism and the convention and hotel industry, and that use is limited to the following" for "for" and deleted "advertising for" at the beginning of subd. (3); and in subsec. (b) in the first sentence substituted "Revenue" for "It is the intent of the legislature that revenues" and "is" for "are", inserted "as permitted by Subsection (a)", and added the second sentence.

Acts 1989, 71st Leg., ch. 1110, § 4, in subd. (a)(3), deleted "general promotional and tourist" preceding "advertising", and "of the municipality and its vicinity" preceding "and conducting", and substituted "solicitations

**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 Property 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 315 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, 2007, through September 30, 2008, the CITY agrees to pay to MUSEUM Eighty-two Thousand and 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 and Five Hundred Dollars and No Cents (\$82,500.00) paid to the MUSEUM for the time period of October 1, 2007, through September 30, 2007, represents the entire amount budgeted for this purpose by the CITY for the fiscal year of 2007-2008. The Eighty-two Thousand and Five Hundred Dollars

and No Cents (\$82,500.00) shall be paid in four (4) installments on the final execution of this agreement on October 15, 2007, January 15, April 15, and June 15 of 2008. 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 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 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 2007-2008.

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, 2007, to September 30, 2008.

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 ____ day of October, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
George Olson City Manager

ATTEST:

Linda Ashby, City Clerk

APPROVED:

DOREEN E. MCGOOKEY
City Attorney

**FRIENDS OF THE RED RIVER
HISTORICAL MUSEUM
(aka RED RIVER HISTORICAL MUSEUM)
a NON-PROFIT CORPORATION**

BY: 
TITLE: Pres.

(CORPORATE SEAL)

V.T.C.A., Tax Code § 351.101

Effective: June 15, 2007

Vernon's Texas Statutes and Codes Annotated Currentness

Tax Code(Refs & Annos)

Title 3. Local Taxation (Refs & Annos)

Subtitle D. Local Hotel Occupancy Taxes

Chapter 351. Municipal Hotel Occupancy Taxes (Refs & Annos)

Subchapter B. Use and Allocation of Revenue

→ § 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:

EXHIBIT A

V.T.C.A., Tax Code § 351.101

- (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

V.T.C.A., Tax Code § 351.101

this chapter; and

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

CREDIT(S)

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, § 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, § 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, § 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, § 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, § 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, § 1, eff. June 18, 2003; Acts 2005, 79th Leg., ch. 1247, § 1, eff. June 18, 2005; Acts 2007, 80th Leg., ch. 1144, § 1, eff. June 15, 2007.

HISTORICAL AND STATUTORY NOTES

2007 Electronic Update

2003 Legislation

Acts 2003, 78th Leg., ch. 209, in subsec. (a)(6), substituted "290,000" for "65,000".

Section 97(h) of Acts 2003, 78th Leg., ch. 209 provides:

"(h) This Act takes effect July 1, 2003, if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for effect on that date, this Act takes effect October 1, 2003. The change in law made by this Act does not affect taxes imposed before the effective date of this Act, and the law in effect before the effective date of this Act is continued in effect for purposes of the liability for and collection of those taxes."

Acts 2003, 78th Leg., ch. 303, in subsec. (a)(6), substituted "250,000" for "65,000".

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Acts 2005, 79th Leg., ch. 1247, in subsec. (a), substituted "one million" for "290,000" in subd. (6), added subd. (7), and made nonsubstantive changes to subds. (5)(B) and (6).

2007 Legislation

Acts 2007, 80th Leg., ch. 1144 added subsec. (a)(7)(B)(iii); and made nonsubstantive changes.

2002 Main Volume

Acts 1989, 71st Leg., ch. 2, § 14.24(a), to conform to Acts 1987, 70th Leg., ch. 1125, §§ 1, 2, and 3, in subsec. (a) substituted "to promote tourism and the convention and hotel industry, and that use is limited to the following" for "for" and deleted "advertising for" at the beginning of subd. (3); and in subsec. (b) in the first sentence substituted "Revenue" for "It is the intent of the legislature that revenues" and "is" for "are", inserted "as permitted by Subsection (a)", and added the second sentence.

Acts 1989, 71st Leg., ch. 1110, § 4, in subd. (a)(3), deleted "general promotional and tourist" preceding "advertising", and "of the municipality and its vicinity" preceding "and conducting", and substituted "solicitations

CONTRACT FOR CENTRAL BUSINESS DISTRICT IMPROVEMENTS

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §**

THIS CONTRACT is made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas (hereinafter called "CITY"), and DOWNTOWN SHERMAN PRESERVATION & REVITALIZATION, a non-profit corporation of the State of Texas (hereinafter called "DSP&R") for the limited purpose of providing funds to the DSP&R for a twelve month period..

WHEREAS, CITY and DSP&R desire to promote development, commerce and cultural events in the Central Business District of the City of Sherman and its vicinity;

FOR THE MUTUAL COVENANTS AND CONSIDERATION EXPRESSED HEREIN, CITY and DSP&R agree as follows:

I.

CITY agrees to reimburse DSP&R in the amount of Twenty Thousand Dollars and no cents (\$20,000.00). The Twenty Thousand Dollars and no cents (\$20,000.00) represents the entire budgeted amount by the CITY for this purpose for the fiscal year of 2007-2008.

This reimbursement shall not be for any incentives or bonuses and shall be directly related and limited to efforts to promote the Central Business District. This money shall be applied towards the base salary of its Executive Director, excluding incentives and bonuses. The money should also be applied for direct expenses incurred in the promotion of tourism in Sherman's Central Business District and its immediate surrounding area through events and activities. Reimbursements will be solely based on copies of pay stubs or other proofs of payment as requested by CITY.

II.

The DSP&R shall spend no money received by it from the CITY pursuant to this agreement that does not strictly conform to the requirements, intent, and purposes of this agreement and does not promote the City of Sherman's Central Business District and its businesses. DSP&R also agrees that all expenditures shall be in compliance with Texas Tax Code, Chapter 351, Section 351.101(a)(1)-(7), as amended, and in accordance with the Texas

Attorney General opinions interpreting Texas Tax Code, Section 351.101. 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, DSP&R 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.

DSP&R shall continue to furnish CITY quarterly financial reports on their activities which show all actual expenditures, whether those expenditures are budgeted or not. 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.

IV.

The DSP&R Executive Director shall be responsible for the following:

1. Serve as a point of contact for the City of Sherman for Central Business District promotional activities.
2. Serve as a coordinator for cultural, promotional and quality of life projects and programs in the Central Business District.
3. Serve as the liaison between the City of Sherman and the Central Business District business owners for capital improvement projects as well as aesthetic improvements.
4. Duties may include, but are not limited to, the following:
 - Organize downtown interests in a unified manner, working towards common objectives.
 - Approach design issues as a means to create or preserve an attractive physical setting, using proper preservation techniques.
 - Coordinate promotional activities to attract new economic life and develop new vigor in the community.
 - Structure economic opportunities through reuse of existing buildings and underutilized space, promoting new business opportunities and development of a viable marketplace enterprise.
 - Familiarize public officials, retailers, community groups, and the general public with the nature and orientation of DSP&R's efforts.

-
- Interpret previous studies and reports that analyze community resources and propose a strategy for achieving revitalization goals. Propose a preservation plan for the restoration and reuse of historic building in the area.
 - Coordinate with the local community to develop and implement a local plan and timetable.
 - Work with the City Manager, or his designee, and other staff members in community/economic development activities that may be initiated through the local Chamber of Commerce, the City Council, special task force(s)/foundations, and others.
 - Assist individual merchants and property owners with a list of resources to facilitate the design and construction of physical restoration projects.
 - Prepare and maintain a continuing record of the projects through photographs (before and after) and/or slides, files on the buildings, business recruitment, promotions, monthly reports, and other information.
 - Act as a data and information resource for this community's Central Business District.
 - Develop and maintain contacts with media sources to disseminate project information to the general public.
 - Perform other duties as assigned.
5. Coordinate and contract for all landscaping improvements and maintenance in the Central Business District.
 6. Coordinate the annual implementation of the Christmas light program, including reviewing the condition of all Christmas lights, coordinating repairs of those lights, and coordinate with property owners for installation of new and existing lights.
 7. Coordinate the installation and removal of all seasonal banners and decorations.
 8. Coordinate with Grayson County officials concerning the placement of Christmas decorations and Santa's mailbox on the Courthouse Square.
 9. Facilitate with the City of Sherman Police Department and Public Services for parades and other Central Business District events needing traffic control.
 10. Make periodic inspections of Central Business District sidewalks, curbs and alleys to identify maintenance and safety related needs.

-
11. Regularly inspect street lights in the Central Business District and report outages to the appropriate utility company.
 12. Report suspected code violations in the Central Business District to the City of Sherman Department of Developmental Services.
 13. Attend all DSP&R meetings and communicate City of Sherman related plans and events.

V.

This agreement shall be for the term of October 1, 2007, and ending on September 30, 2008, unless DSP&R fails to comply with any of the conditions herein.

VI.

Notwithstanding the above, CITY and DSP&R 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 DSP&R shall be in writing, signed by the President or Vice President with prior DSP&R Board approval.

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 DSP&R.

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 Downtown Sherman Preservation & Revitalization and on behalf of the City of Sherman, by its City Manager and attested by its City Clerk, effective the ___ day of October, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON, CITY MANAGER

ATTEST:

LINDA ASHBY, CITY CLERK

APPROVED:

DOREEN E. MCGOOKEY, CITY ATTORNEY

**DOWNTOWN SHERMAN PRESERVATION
& REVITALIZATION**

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

ATTEST:

BY: _____

TITLE: _____

V.T.C.A., Tax Code § 351.101

Effective: June 15, 2007

Vernon's Texas Statutes and Codes Annotated Currentness

Tax Code(Refs & Annos)

Title 3. Local Taxation (Refs & Annos)

Subtitle D. Local Hotel Occupancy Taxes

Chapter 351. Municipal Hotel Occupancy Taxes (Refs & Annos)

Subchapter B. Use and Allocation of Revenue

→ § 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:

EXHIBIT A

V.T.C.A., Tax Code § 351.101

- (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

V.T.C.A., Tax Code § 351.101

this chapter; and

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

CREDIT(S)

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 14.24(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1110, § 4, eff. Oct. 1, 1989; Acts 1993, 73rd Leg., ch. 680, § 3, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 1027, § 1, eff. Aug. 28, 1995; Acts 2001, 77th Leg., ch. 755, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1308, § 3, eff. June 16, 2001; Acts 2003, 78th Leg., ch. 209, § 90, eff. Oct. 1, 2003; Acts 2003, 78th Leg., ch. 303, § 1, eff. June 18, 2003; Acts 2005, 79th Leg., ch. 1247, § 1, eff. June 18, 2005; Acts 2007, 80th Leg., ch. 1144, § 1, eff. June 15, 2007.

HISTORICAL AND STATUTORY NOTES

2007 Electronic Update

2003 Legislation

Acts 2003, 78th Leg., ch. 209, in subsec. (a)(6), substituted "290,000" for "65,000".

Section 97(h) of Acts 2003, 78th Leg., ch. 209 provides:

"(h) This Act takes effect July 1, 2003, if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for effect on that date, this Act takes effect October 1, 2003. The change in law made by this Act does not affect taxes imposed before the effective date of this Act, and the law in effect before the effective date of this Act is continued in effect for purposes of the liability for and collection of those taxes."

Acts 2003, 78th Leg., ch. 303, in subsec. (a)(6), substituted "250,000" for "65,000".

2005 Legislation

Acts 2005, 79th Leg., ch. 1247, in subsec. (a), substituted "one million" for "290,000" in subd. (6), added subd. (7), and made nonsubstantive changes to subds. (5)(B) and (6).

2007 Legislation

Acts 2007, 80th Leg., ch. 1144 added subsec. (a)(7)(B)(iii); and made nonsubstantive changes.

2002 Main Volume

Acts 1989, 71st Leg., ch. 2, § 14.24(a), to conform to Acts 1987, 70th Leg., ch. 1125, §§ 1, 2, and 3, in subsec. (a) substituted "to promote tourism and the convention and hotel industry, and that use is limited to the following" for "for" and deleted "advertising for" at the beginning of subd. (3); and in subsec. (b) in the first sentence substituted "Revenue" for "It is the intent of the legislature that revenues" and "is" for "are", inserted "as permitted by Subsection (a)", and added the second sentence.

Acts 1989, 71st Leg., ch. 1110, § 4, in subd. (a)(3), deleted "general promotional and tourist" preceding "advertising", and "of the municipality and its vicinity" preceding "and conducting", and substituted "solicitations



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5096**

**Authorizing Execution of a Fire Fighting Service Agreement with Grayson County
for the Period of October 1, 2007, through September 30, 2010**

Issue

To consider approval of a three-year contract between the City of Sherman and Grayson County regarding fire fighting services in the County

Background

The Sherman Fire Department provides fire protection for certain areas of Grayson County. The County has requested that the annual contract be extended to a three-year contract, beginning October 1, 2007, and extending through September 30, 2010.

Origination

Grayson County and the City of Sherman

Financial Consideration

The City will receive \$90,440.00 annually through this contract for providing fire protection in certain parts of the County. The contract amount will be paid in a lump payment rather than on a quarterly basis as in previous years.

Staff Recommendation

It is recommended that the Council approve the contract to provide firefighting services to the County during this three-year period.

Alternatives

As directed by the Council

Attachments

Resolution No. 5096

Proposed Fire Fighting Contract

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIRE FIGHTING SERVICE AGREEMENT WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2007, THROUGH SEPTEMBER 30, 2010; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Fire Fighting Service Agreement with Grayson County for the period of October 1, 2007 through September 30, 2010, in the same form as the Agreement 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

**FIRE FIGHTING CONTRACT - CITY OF SHERMAN, TEXAS
FIRE DEPARTMENT**

THESTATEOFTEXAS X

KNOW ALL MEN BY THESE PRESENTS

COUNTYOFGRAYSON X

THIS AGREEMENT, made and entered into this 1st day of October, A.D., 2007 by and between the CITY OF SHERMAN, TEXAS, a Texas Municipal Corporation, acting herein through its MAYOR, and the COUNTY OF GRAYSON, a Texas political subdivision, acting herein through its COUNTY JUDGE, passed and approved on the 1st day of October, 2007, (herein called "COUNTY").

WITNESSETH:

WHEREAS, the rural areas outside the city limits of towns, villages, and cities in said COUNTY are without fire protection furnished to the property owners in said rural areas, and

WHEREAS, the COMMISSIONERS' COURT of Grayson County, Texas is desirous of affording fire protection to all rural property owners in said County; and

WHEREAS, V.T.C.A., LOCAL GOVERNMENT CODE 352.001 authorizes the COMMISSIONERS' COURT in all counties of the State to furnish fire protection and fire fighting equipment to the citizens of said COUNTY residing outside the city limits of any city, town, or village within said COUNTY; and

WHEREAS, said services have been rendered by the CITY OF SHERMAN, TEXAS to the County of Grayson in connection with the furnishing of said fire protection in rural areas; and

NOW, THEREFORE, IT IS AGREED AND UNDERSTOOD BY BOTH PARTIES; that for and in consideration of the services rendered in furnishing fire protection and fire fighting equipment, the following compensation shall be paid:

The CITY OF SHERMAN shall be reimbursed by COUNTY the sum of NINETY THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO/1 00 CENTS (\$90,440) for fiscal year 2008 for providing fire protection which said CITY offers outside the corporate city limits of the CITY OF SHERMAN for and in behalf of the COUNTY OF GRAYSON for rural areas. For fiscal years 2009 and 2010, the amounts will be adjusted by the CPI [Consumer Price Index for All Urban Consumers (CPI-U)] percent change from the previous year, as of the most recent July.

This contract shall be in effect from October 1, 2007, until September 30, 2010, and thereafter shall be in effect on a month-to-month basis, until and unless sixty (60) days written notice to terminate or renegotiate this contract is delivered to the other party. The date of delivery of notice to terminate will be the date postmarked on the envelope containing the notice sent by United States Postal Service. This contract will be null and void at the expiration of the sixty (60) day notice period - such expiration to occur at 12:01 A.M. on the sixtieth (60) day.

The area of prime responsibility of the CITY OF SHERMAN in connection with the furnishing of fire protection and fire fighting equipment to rural areas and city areas in Grayson County shall be as shown on the fire zone map attached hereto as Exhibit "A" and made a part of this contract. It is understood by both parties that the CITY OF SHERMAN will respond to fire calls that are outside their area of prime responsibility should the need exist.

In the event employees of the CITY OF SHERMAN or equipment either belonging to or leased by the CITY OF SHERMAN jointly participate in or solely to furnish fire protection or work in fighting fires within the COUNTY jurisdiction under this agreement, such employees shall remain employees of the CITY of SHERMAN under the supervision of the CITY OF SHERMAN subject to the rules and regulations of the CITY OF SHERMAN and shall not, at any time, be employees of GRAYSON COUNTY or under its supervision and control. Such equipment shall be under the supervision and control of the employees of the CITY OF SHERMAN and shall not be subject to the control of GRAYSON COUNTY. The CITY OF SHERMAN shall be liable for the acts of any such of its employees and the use of its equipment, and GRAYSON COUNTY shall have no liability for any acts of such CITY Employees or the use of its equipment.

This agreement shall be effective October 1, 2007 and expires in accordance with the terms stipulated in the agreement. The total payments under this agreement shall not exceed NINETY THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO/100 CENTS (\$90,440), and will be due and payable to the CITY OF SHERMAN within 30 days after this contract has been approved by both parties. The monies provided under this agreement for fire service will be maintained and utilized solely for the operation, maintenance and continuation of fire service.

This agreement supersedes any and all other contracts and/or agreements existing between the parties and relating to the provision of fire services.

IN WITNESS WHEREOF, the authorized officers of the CITY OF SHERMAN and GRAYSON COUNTY have caused this contract to be executed in duplicate originals with an effective date of the 1st day of October, 2007.

CITY OF SHERMAN

Mayor, City of Sherman

ATTEST:

City Clerk

GRAYSON COUNTY, TEXAS

Grayson County Judge

ATTEST:

County Clerk
Grayson County, Texas

Grayson County Fire Boundary Area

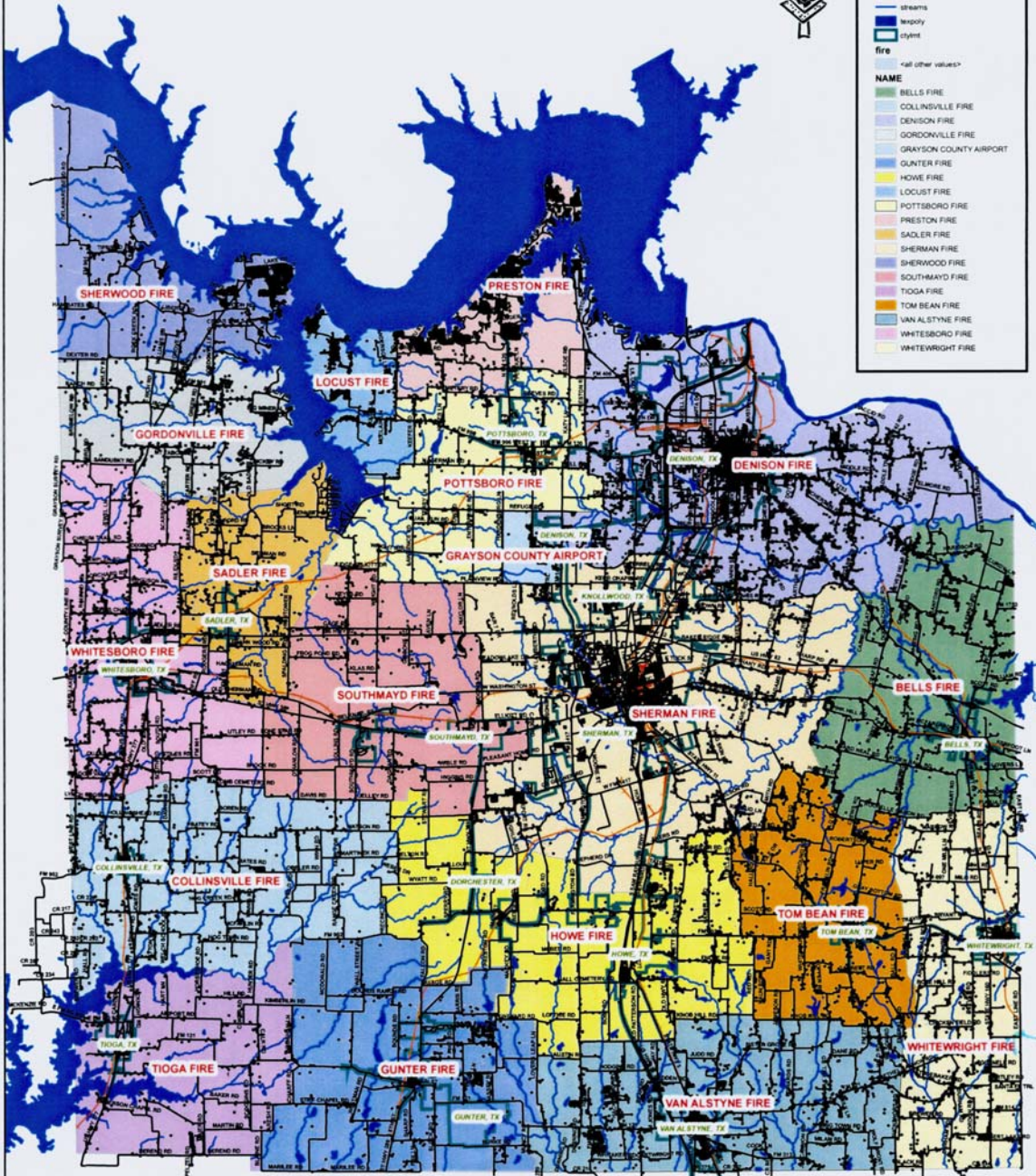


Legend

- houses
- streets
- driveways
- railroad
- streams
- unpoly
- stylit
- fire
- all other values

NAME

- BELLS FIRE
- COLLINSVILLE FIRE
- DENISON FIRE
- GORDONVILLE FIRE
- GRAYSON COUNTY AIRPORT
- GUNTER FIRE
- HOWE FIRE
- LOCUST FIRE
- POTTSBORO FIRE
- PRESTON FIRE
- SADLER FIRE
- SHERMAN FIRE
- SHERWOOD FIRE
- SOUTHWAYD FIRE
- TIOGA FIRE
- TOM BEAN FIRE
- VAN ALSTYNE FIRE
- WHITESBORO FIRE
- WHITEWRIGHT FIRE



0 1.5 3 6 9 12 15 Miles

08-21-2006

Grayson County Planning Department
 E911 Rural Addressing and Mapping
 100 W. Houston Suite Q2
 Sherman, TX 75090
 c/o Jacquie Pearson, E911 Coordinator
 903-813-4231 Fax 903-868-8613
 pearce@co.grayson.tx.us
 www.co.grayson.tx.us

The data on this document is
 believed to be accurate.
 However, Grayson County
 makes no warranty,
 express or implied,
 including fitness for use.
 In no way should this map
 be used to settle any boundary
 dispute or locational conflict.
 May 20, 1997



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5097**

Awarding a Bid to and Authorizing Execution of a Service Contract and an Addendum to the Contract with Revenue Rescue L.L.C.; Providing for Billing and Collection Services for Assistance Rendered by the Sherman Fire Department

Issue

Award of a service contract and addendum with Revenue Rescue LLC to provide for billing and collection services for assistance rendered by the Fire Department. The new contract allows for an open ended contract only to be terminated by a 90-day written notice by either party.

Background

On August 21, 2006, the Sherman City Council approved an Ordinance establishing fees for certain services rendered by the Fire Department. This program was initiated to off-set some costs associated with major incidents and, at Council direction, only incidents involving an increased or atypical response are submitted for reimbursement. On October 2, 2006, a contract was awarded to Revenue Rescue to provide the billing services for these fees. In November 2005, the Fire Department began processing invoices and has collected \$51,071.17 net through August 2007. There are some accounts that have not been collected; and the year end totals may be higher.

Origination

Sherman Fire Department

Financial Consideration

Based on the projected fees, net revenue for fiscal year 2007-2008 is estimated at \$70,000. The cost of this service to the City is twenty percent (20%) of amounts collected by Revenue Rescue, L.L.C. Funds are available in the 2007-2008 budget to pay these commissions.

Staff Recommendation

Staff recommends that the Sherman City Council allow for the renewal of the contract with Revenue Rescue, L.L.C.

Alternatives

As may be directed by the Sherman City Council

Attachments

Resolution No. 5097

Fire Department Revenue Recovery Services Billing Agreement

Addendum

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A SERVICE CONTRACT AND AN ADDENDUM TO THE CONTRACT WITH REVENUE RESCUE L.L.C.; PROVIDING FOR BILLING AND COLLECTION SERVICES FOR ASSISTANCE RENDERED BY THE SHERMAN FIRE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Revenue Rescue L.L.C. is hereby awarded the bid in the amount of twenty percent (20%) for all collected fees for providing billing and collection services for the Sherman Fire Department. The City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract and an addendum to the contract with Revenue Rescue L.L.C of Austin, Texas, for the billing and collection service, in accordance with 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

FIRE DEPARTMENT REVENUE RECOVERY SERVICES BILLING AGREEMENT

This agreement is made and entered into this ____ day of _____ 2007, by and between Revenue Rescue, L.L.C., a Texas limited liability corporation (hereinafter called the "Service"), and the _____, _____ (hereinafter called the "Provider"), who agree as follows:

I. Definitions - When used in this Agreement, the following terms shall have the following meaning:

"Accounts Receivable" means unpaid bills for the following services rendered by the Provider:

- 1) Fire Protection and Suppression Services, Motor Vehicle Accidents;
- 2) First Responder/ EMS Services (non patient transport).

"Electronic Incident Report Form" or "E.I.R.F." means an electronic form, or in other format acceptable to the Service, that the Provider sends to the Service with information about an Account Receivable owed to the Provider.

II. Billing of Accounts

A. Billing - The Service agrees to provide and maintain a billing office on behalf of the Provider for the purpose of collecting Accounts Receivable due the Provider. Upon request of the Provider (which is agreed to mean upon receipt of each E.I.R.F. by the Service), the Service will file Claim Forms with insurance companies or other appropriate documentation with other individuals or entities, in the name of the Provider, in an attempt to facilitate payment of Accounts Receivables for services rendered by the Provider. The Service, in the name of the Provider, may also mail statements, telephone or otherwise contact the responsible party(s), their insurance company and/or other entities or individuals in order to attempt to collect those Accounts Receivable owed to the Provider by the responsible party(s).

B. Billing of Services - The Provider agrees that the Service shall act as a billing service/agent for the Provider in the application of monetary compensation from all sources associated with the E.I.R.F. submissions received and acted upon by the Service. All monetary compensation received by the Service, relating to E.I.R.F. submissions, shall be received at a financial institution's Lock Box depository and deposited in an escrow/trust type account at an FDIC insured institution (bank). Distribution of monetary compensation shall be paid directly to the Provider as further defined herein, less fees due the Service, in accordance with Section III A hereof.

C. Information Submissions - The Service will develop and provide a custom E.I.R.F. and a paper run form to the Provider at no cost. The Provider will complete and submit to the

Service, in an electronic format on the E.I.R.F., all relevant information as indicated on the E.I.R.F. or any information requested by the Service. Such information will be immediately updated or provided to the Service when any additions or changes to that information become available. All incomplete E.I.R.F. received by the Service will be evaluated by the Service and, at its sole discretion, either acted upon or returned to the Provider for completion of the relevant information necessary for processing. The Provider will also provide at its expense all necessary end user computer equipment and will establish and maintain an Internet account with an e-mail address accessible to the Service for access to their custom E.I.R.F.

- D. Correct Information** - The Service will rely on the Provider to submit accurate and correct information relating to the services provided and the recipients of those services. To the extent permitted by applicable law, the Provider assumes all responsibility and liability for inaccurate or incomplete information or unfounded or unreasonable submissions provided to the Service and shall indemnify the Service, in accordance with Section V (A) hereof, for the content of the inaccurate or incomplete information or unfounded or unreasonable submissions provided to the Service and any resulting effect, claim, liability, damage or legal action resulting from such inaccurate or incomplete information or unfounded or unreasonable submissions. The Provider will immediately update and correct any information, as it becomes available, that it has provided to the Service.

III. COMMISSIONS AND PAYMENT OF ACCOUNTS

- A. Billing Commission** - For all E.I.R.F. accounts submitted by the Provider to the Service for billing, for which the Provider is paid (in whole or in part), regardless of whether payment is accepted directly by the Provider or by the Service on the Provider's behalf, the Provider agrees to pay within thirty (30) days of receipt of invoice to the Service at PMB-339 12407 Mopac Expressway #100, Austin, Texas 78758 a twenty (20%) commission on the total amount collected on each E.I.R.F. submission to the Service. This commission will apply to each E.I.R.F. submitted to the Service, regardless of when the amount due is paid, either totally or partially, by either the Service or the Provider. Distribution and payment of the funds received by either the Service or the Provider will be made monthly on the total amounts received by either the Service or the Provider in accordance with this Section.
- B. Legal Action** - The Service shall have no liability or responsibility to the Provider for any amounts uncollected and in no event shall the Service be required to bring legal action for the collection of any uncollected amounts. After ninety (90) days of unsuccessful attempts to receive payment for an E.I.R.F. account, should the Provider decide, in its sole discretion and acting independently of the Service, that legal action is the proper course of action to effect collection of an account, the Service may, upon written request of the Provider, provide any and all documentation to the Provider's legal representative or attorney with the understanding that any and all actions, costs, liabilities

or damages associated with such legal actions shall be the sole responsibility of the Provider, and the Provider shall indemnify the Service, in accordance with Section V. (A) hereof, for any and all actions, claims, causes, costs, effects, liabilities, loss, damages and/or injury associated with the legal actions or other courses of action associated with this Section III (B).

- C. **Notification of Monies Received** - The Provider will immediately notify the Service of payment or other satisfaction of any E.I.R.F. account referred to the Service for billing or collections that have been paid directly to the Provider, or disputed by the recipient of the services, whenever the payment or dispute occurs.
- D. **Payment of Accounts** - By the fifteenth of each month, the Service will provide a detailed reporting and month end closing report to the Provider to identify all accounts known to be collected during the prior month and to remit monies received, less fees, to the Provider collected on the Provider's behalf during the reported period.
- E. **Endorsement of Receivables** - The Provider authorizes the Service to receive, endorse and deposit negotiable instruments (cash or check) payable to the Provider which are sent to the Service for payment of monies due to the Provider and to deduct commissions due the Service from the amounts collected by the Service. All negotiable instruments shall be endorsed Deposit Only to an escrow/trust account of the Service at an FDIC insured institution (bank) of the Service's choosing. Distribution of any and all funds to the Provider or Service from the escrow/trust account shall only be in the form of checks made payable to the Provider or Service herein named.
- F. **Responsibility for Monies Owed** - It is expressly understood by the Provider that the Service is in no way responsible for any monies or other valuable considerations owed to the Provider; i.) for services rendered to any recipient by the Provider; ii.) that the Service is unable to collect or negotiate to a lower amount and/or; iii.) deems not collectable or retrievable.

The Provider further agrees that the Service may, at the Service's sole discretion, negotiate on the Provider's behalf, without recourse to the Service by the Provider, any settlement of the recipient's bill to a lower amount that the Service deems collectable and reasonable.

- G. **Promptness of Submissions** - The Provider agrees to submit the E.I.R.F forms to the Service in an expeditious and timely manner. It is understood by both parties that the timely filing of a claim for reimbursement of services relating to an incident covered by insurance or another entity or individual will stand a better chance of being paid if the claim is submitted in a prompt and complete manner. To this end, both the Provider and the Service shall make every effort to expedite the flow of information and paperwork and shall institute guidelines and training within their respective organizations to accomplish this task.

IV. **Term of Agreement**

-
- A. This agreement shall remain in effect for a term of one year from the date hereof, and thereafter until such time as a ninety (90) day written notice to terminate this agreement is presented by either party to the remaining party via registered mail at the address set out in this section:

Notice to Service: Revenue Rescue, L.L.C.
PMB-339
12407 Mopac Expressway
Austin, Texas 78758

Notice to Provider:

Attention: _____

V. OTHER PROVISIONS

- A. **Indemnification** - To the extent permitted by applicable law, the Service will indemnify and hold harmless the Provider from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Service, or its agents on the Service's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or resulting liability or losses resulting from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider nor shall it apply to any act, omission or negligence of the Provider.

All inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider and any acts, omissions or negligence of the Provider are and shall be the sole responsibility of the Provider and to the extent permitted by applicable law, the Provider herein indemnifies the Service, its agents, officers, shareholders, employees and contractors from and against any and all loss, damage, liability, claims and/or injury resulting from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider or acts, omissions or negligence of the Provider.

- B. **Arbitration** – It is agreed by all parties to this Agreement that all problems, questions, complaints or disputes relating to this Agreement will be submitted, in writing, as soon as practical, to the Service. It is also agreed to resolve, by Binding Arbitration, any dispute that may arise under this Agreement. Such Binding Arbitration shall be conducted pursuant to the commercial rules of the American Arbitration Association.

-
- C. **Relationship of Parties** - Nothing contained in this Agreement shall be construed as creating the relation of employer or employee between the parties hereto, or as creating a partnership between the parties. The Service shall be deemed to be at all times an independent contractor.
- D. **Applicable Law** - This Agreement shall be governed by the laws of the State of Texas. The parties hereto agree that jurisdiction and venue shall lie exclusively in Austin, Texas for any legal action or arbitration related in any way hereto.
- E. **Entire Agreement** - This written Agreement constitutes the entire understanding of the parties concerning the subject matter hereof and no representations, inducements, promises or agreements, or otherwise, not embodied herein shall be of any force or effect whatsoever. Any amendment to this Agreement shall be in writing and signed by both parties.
- F. **Ownership of Accounts Receivable** - All Accounts Receivable, less commissions and charges owed to the Service under Sections III A hereof, shall be the property of the Provider and shall be returned, less any outstanding balances owed the Service by the Provider, within thirty (30) days of termination of this Agreement. Commissions will only be paid in referred accounts receivable for ninety (90) days upon termination of this contract.
- G. **Good Faith Effort** - It is anticipated by all parties that a business relationship is herein created between the parties and that all parties shall make every effort to satisfy the needs and requirements necessary to initiate and continue the business relationship for the betterment of all parties. To this end, the parties hereto agree to cooperate to the extent required to meet their business objectives and make every reasonable effort in time and resources to attain the desired results during the term of this agreement.
- H. **Attachments** - As part of this agreement, a signed Itemized Billing Cost Sheet is attached to this document for the purpose of establishing and defining the itemized rates at which the services of the Provider are to be billed to recipients by the Service. The rates indicated on the Itemized Billing Cost Sheet shall be constant and unchanged until a new Itemized Billing Cost Sheet is signed and submitted by the Provider and entered into the Service's computer for future billings. No previous billing may be altered or changed to reflect new billing rates submitted by the Provider.
- I. **License Agreement** - The software used by the Provider and the Service is the property of the Service, and is protected by both United States Copyright Law and International Treaty Provisions. The Provider is granted a license to use this software under the terms stated in this Agreement. This is a license, not a sale agreement, between the Provider, the Service. The Service grants to the Provider a non-exclusive, non-transferable license to use the software for the term of this agreement. The current and future versions of the software are the sole property of the Service.

-
- J. Exclusive Agreement** – Provider agrees that, for the duration of this agreement, all Accounts Receivables for services rendered by the Provider will be forwarded to the Service for collection and that no other collection services, form of collection service, or method of collection of the Accounts Receivable will be utilized other than that provided by the Service.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

SERVICE:

Revenue Rescue, L.L.C.

By: _____

print name

Title: _____

Date: _____

PROVIDER:

By: _____

print name

Title: _____

Date: _____

ADDENDUM TO FIRE DEPARTMENT REVENUE RECOVERY SERVICES BILLING AGREEMENT

THIS ADDENDUM makes the following changes to the Fire Department Revenue Recovery Services Billing Agreement ("the Original Agreement") between the City of Sherman (the "Provider") and Revenue Rescue, L.L.C. (the "Service"). This Addendum, which is signed by all the parties, has the same effect as if in the Original Agreement signed by the parties. The Original Agreement remains in effect, except as amended by this Addendum:

Insert this Article II, Paragraph D in place of Article II, Paragraph D in the Original Agreement:

ARTICLE II. BILLING OF ACCOUNTS

D. **Correct Information** – The Service will rely on the Provider to submit accurate and correct information relating to the services provided and the recipients of those services. To the extent permitted by law, Provider assumes all responsibility and liability for inaccurate or incomplete information or unfounded or unreasonable submissions provided to the Service. The Provider will immediately update and correct any information, as it becomes available, that has been provided to the Service.

Insert this Article III, Paragraph B in place of Article III, Paragraph B in the Original Agreement:

Article III. COMMISSIONS AND PAYMENT OF ACCOUNTS

B. **Legal Action** – The Service shall have no liability or responsibility to Provider for any amounts uncollected and in no event shall the Service be required to bring legal action for the collection of any uncollected amounts. After ninety (90) days of unsuccessful attempts to receive payment for an E.I.R.P. account, should the Provider decide, in its sole discretion and acting independently of the Service, that legal actions is the proper course of action to effect collection of an account, the Service shall, upon written request of the Provider, provide any and all documentation to the Provider's legal representative or attorney with the understanding that any and all actions, costs, liabilities or damages associated with such legal actions shall be the sole responsibility of the Provider.

Insert this Article V, Paragraph A in place of Article V, Paragraph A in the Original Agreement:

V. OTHER PROVISIONS

A. **Indemnification** – To the extent permitted by applicable law, the Service will indemnify and hold harmless the Provider from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Service, or its agents on the Service's behalf, in connection with this Agreement. However, the indemnification shall not apply with respect to any legal cause, action or resulting liability or losses resulting from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider nor shall it apply to any act, omission or negligence of the Provider.

All inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Service by the Provider and any acts, omissions or negligence of the Provider are and shall be the sole responsibility of the Provider.

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

Delete Article V, Paragraph B in its entirety as follows:

~~**B. Arbitration** It is agreed by all parties to this Agreement that all problems, questions, complaints or disputes relating to this Agreement will be submitted, in writing, as soon as practical, to the Service. It is also agreed to resolve, by Binding Arbitration, any dispute that may arise under this Agreement. Such Binding Arbitration shall be conducted pursuant to the commercial rules of the American Arbitration Association.~~

Insert this Article V, Paragraph D in place of Article V, Paragraph D of the Original Agreement:

D. Applicable Law – This Agreement shall be governed by the laws of the State of Texas. The parties hereto agree that jurisdiction and venue shall lie exclusively in Grayson County, Texas for any legal action related in any way hereto.

Insert this Article V, Paragraph J in place of Article V, Paragraph J of the Original Agreement:

J. Exclusive Agreement – Provider agrees that, for the duration of this agreement, all Accounts Receivable for services described by the definition of "Accounts Receivable" that are rendered by the Provider will be forwarded to the Service for collection and that no other collection service, form of collection service, or method of collection of the Accounts Receivable will be utilized other than that provided by the Service.

IN WITNESS WHEREOF, the PROVIDER and the SERVICE have signed this Addendum in duplicate. One counterpart each has been delivered to the the PROVIDER and the SERVICE.

This Addendum will be effective on _____, _____ (which is the Effective Date of the Agreement).

PROVIDER: **CITY OF SHERMAN, TEXAS**

SERVICE: **REVENUE RESCUE L.L.C.**

By: _____
George Olson, City Manager

By: 

R. BRANN, LLC
print name

Attest _____
City Clerk

Title: GENERAL MANAGER

Approved as to form:

Doreen E. McGookey
City Attorney



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5098**

**Appointing and Authorizing the Execution of an Agreement with
Patillo, Brown & Hill, LLP to Perform the Fiscal Year 2007 Audit**

Issue

Appointment of Patillo, Brown & Hill, LLP of Waco, Texas to perform the annual audit for the fiscal year ending September 30, 2007

Background

The City is required by its Charter, state, and federal regulations to annually appoint an independent auditor to perform a financial audit for the City and a compliance audit for federal grant programs. As part of this annual audit, the City also arranges for SEDCO's audit. Our financial policies require the periodic rotation of auditors. Proposals were solicited from six firms. None of the firms were located in Sherman; and three of the firms contacted could not or were not willing to perform the services. The Council Audit Committee, comprised of Deputy Mayor Chip Adami and Council Members Cary Wacker and Joe Smith, recommends that the engagement be awarded to the Waco-based firm of Patillo, Brown & Hill, LLP.

Origination

Council Audit Committee

Financial Consideration

The fee estimate for these services is \$40,000, with SEDCO paying \$2,000 and the City paying \$38,000. Funds have been allocated in the 2007-2008 budget for this expenditure.

Staff Recommendation

The staff recommends the City Council accept the recommendation of the Council Audit Committee to appoint Patillo, Brown & Hill, LLP to perform the annual audit for the fiscal year ending September 30, 2007.

Alternatives

The City Council could instruct the staff to select another firm that provided a proposal.

Attachments

Resolution No. 5098; Summary of Proposals; Memo to Audit Committee; Staff Recommendation; Engagement Letter

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PATILLO, BROWN & HILL, LLP TO PERFORM THE FISCAL YEAR 2007 AUDIT; 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 Council appoints Patillo, Brown & Hill, LLP to perform the annual audit for the City of Sherman for fiscal year ending September 30, 2007.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all agreement documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Patillo, Brown & Hill, LLP to perform the annual audit for the City of Sherman for fiscal year ending September 30, 2007.

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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

AUDITOR COMPARISON
2006-2007 Audit

<i>Firm Solicited</i>	<i>RFP Received</i>	<i>Amount</i>	<i>Pros</i>	<i>Cons</i>
Davis Kinard & Co.	Yes	\$40,200	Clean Peer Review Performed last year's audit	Slow responses to communications from city; too many adjustments AFTER fieldwork completed; multiple errors in initial draft of financial statements;
Grant, Thornton	No	N/A		City not at their fee level; does not prepare CAFRs
McClanahan & Holmes, LLP	Yes	55,700	Has Denison office	Proposed hours were over twice that of any other proposal (e.g. 900 vs. 425)
Pattillo, Brown & Hill	Yes	\$40,000	Recommended by Grant Thornton; governmental is their "niche"; price is competitive	
Weaver & Tidwell, LLP	No	N/A		Never responded to letters or phone calls
Freemon Shaphard & Story	Yes	\$54,875		Modified Peer Review; Audits smaller towns except for Wichita Falls
RECOMMENDATION:				
Pattillo, Brown & Hill have more experience in auditing municipalities of our size, were recommended by 5th largest national CPA firm and have the best price. We recommend engaging Pattillo, Brown & Hill based on those reasons.				

memorandum

DATE: Thursday, September 20, 2007

TO: The Council Audit Committee
The Honorable Chip Adami, Deputy Mayor
The Honorable Cary Wacker, Council Member
The Honorable Joe Smith, Council Member

MC: The Honorable Mayor Bill Magers and Members of the Sherman City Council
George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/Chief Financial Officer 

SUBJECT: Appointment of Independent Auditor
for Fiscal Year Ended September 30, 2007 Audit

The City is required by local, state, and federal regulations to obtain an annual independent audit of its financial statements and federal grant programs. As part of the annual audit, the City also arranges for SEDCO's audit.

The staff contacted six firms to request a proposal for these services. Since there are no firms in Sherman that can provide these services for the City, none of the responses received were from local firms. Three of the firms contacted could not or were not willing to perform these services. Of the respondents, Patillo, Brown, & Hill, LLP (Patillo), located in Waco, Texas, was deemed the best qualified and most responsive. This firm specializes in the audit of governmental entities and is recognized as a leader in this industry by other public accounting firms.

The fee estimate for these services totaled \$40,000, including the audit of SEDCO. Of this amount, SEDCO will pay \$2,000, leaving the City's fee estimate at \$38,000. This fee is similar to fees paid for the prior year audit. Audit field work is expected to begin in November; and the audit is expected to be completed and the report draft received by January 31, 2008.

Approval of a contract with Patillo is scheduled for the October 1st Council meeting. If you have any questions prior to the Council meeting, please let me know.

RH:pc

attachment: Auditor Recommendation



Mary Lawrence, CPA
Controller, City of Sherman
903-892-7218
Fax: 903-891-0255
maryl@ci.sherman.tx.us

City of Sherman

Memo

To: Robby Hefton
From: Mary Lawrence
CC:
Date: September 19, 2007
Re: Auditor Recommendation

The city has 3 options for the 2007 year auditor. Patillo, Brown & Hill and McClanahan and Holmes were the most responsive to our inquiries. McClanahan & Holmes' number of estimated hours was much higher than the other firms. Freeman, Shaphard & Story still remain a possibility but do not have as much experience and expertise as Patillo, Brown & Hill. The governmental audit partner at Grant Thornton (one of the "Big Six") recommended Patillo Brown & Hill as knowing the governmental industry and as a quality firm for a city of our size. Their Waco office is primarily governmental and their auditors do only governmental audits. Because of the recommendation, their expertise as well as reasonableness of number of hours and cost, Patillo Brown & Hill seems the best choice. The 3 firms are summarized below:

	Comments	Staff	Other City Audits	Est. Hours	Cost
Pattillo, Brown & Hill, LLP	NO ISSUES, Top 5% in peer reviews, no comment letter	Partner-in-charge: John Manning; member of GFOA Spec Review Cmte; responsible for overall admin & final review	Athens, Belton, Beaumont, Carinth, Carsicana, De Soto, Hillsboro, Kennedale, Waco, Stephenville, Wylie & Others	429	\$ 40,000
Waco	Waco office-4 Partners & 20 other professionals almost exclusively govt	Concurring Partner: Todd Pruitt; responsible for planning & review			
	Firm in existence since 1923; 100 persons regionally	Sr. Auditor: Sam Cates, CPA, BBA; 6 years of govt auditing experience			
	Memberships in Govt Assoc's; Govt audit fastest growing client base	Proposed staffing: 1 Senior auditor and 1 staff for fieldwork			
	Cert of Achievement for all clients who have pursued.				

Freemon, Shapard & Story	Firm is 86 years in existence	Barfield - a CPA, BBA 1972	Taylor, Bastrop, Little Elm	560	\$ 54,875
Wichita Falls	75 professionals in firm HAD DEFICIENCIES IN PEER REVIEW 40 govt audits last year	Cannedy - a CPA, BBA 1967 Greenway - a CPA, BBA 1978 Carpenter - a CPA, BBA 1972 Norden - a CPA, BBA 1993			

McClanahan & Holmes, LLP	Firm is 54 years in existence	Reich - w/ Firm 1985, CPA 1990	Denison, Paris, Bonham	900	\$ 53,500
Bonham	11 professionals in firm	Wood - BBA 1973, CPA 1975, w/ Firm 2004 Bradley - BBA 1996, CPA 1998, w/ Firm 1996 Langford - BBA 2001, CPA 2003, w/ Firm 2001 Putman - BBA 2001, CPA 2002, w/ Firm 2001			

PBH
PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

September 25, 2007

City of Sherman
Attention: Mary Lawrence, Controller
405 North Rusk Street
Sherman, Texas 75091-1106

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide the City of Sherman for the year ended September 30, 2007. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Sherman as of and for the year ended September 30, 2007. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Sherman's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of Sherman's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

Supplementary information other than RSI, such as combining and individual fund financial statements and schedules, also accompanies the City of Sherman's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining fund financial statements.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

- 1) Statistical data.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Sherman and the respective changes in financial position and, where applicable, cash flows in conformity with U. S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Sherman's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Sherman's major programs. The purpose of those procedures will be to express an opinion on the City of Sherman's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$40,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review letter of comment accompanies this letter.

We appreciate the opportunity to be of service to the City of Sherman and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Pattillo, Brown & Hill, L.L.P.



Todd Pruitt, CPA

TP/mj
Enclosure

City of Sherman

September 25, 2007

Page 7

RESPONSE:

This letter correctly sets forth the understanding of the **City of Sherman**.

By: _____

Title: _____

Date: _____



3820 Interstate 55 North / Post Office Box 16090 / Jackson, Mississippi 39236-6090 / Phone (601) 987-4300 / Fax (601) 987-4314

October 27, 2004

To the Partners
Pattillo, Brown & Hill, L.L.P.
and the Center for Public Company Audit Firms
Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L.L.P. (the firm), applicable to non-SEC issuers in effect for the year ended May 31, 2004. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issue by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of Pattillo, Brown & Hill, L.L.P. in effect for the year ended May 31, 2004, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.


EUBANK & BETTS, PLLC



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.5

RESOLUTION NO. 5099

Suspending the October 25, 2007 Effective Date of Atmos Energy Corp., Mid-Tex Division Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with Atmos Cities Steering Committee and Other Cities in the Atmos Energy Corp., Mid-Tex Division Service Area to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; Requiring Reimbursement of Cities' Rate Case Expenses; Requiring Notice of this Resolution to the Company and Legal Counsel

Issue

To adopt a resolution suspending the October 25, 2007 effective date of Atmos Energy's Statement of Intent to Increase Rates filing for the maximum period authorized by law

Background

Atmos Energy Corp., Mid-Tex Division, has filed a statement of intent to increase its natural gas rates by \$52 million annually effective October 25, 2007. Unless the City takes action to suspend this effective date, the rate increase can be charged to all customers within the city after October 25th. If approved, the \$52 million increase would raise natural gas rates for the average residential customer by nearly \$20 per year. State law permits our extension of the effective date by up to ninety (90) days. Through adoption of this resolution, we will suspend the October 25, 2007 effective date of Atmos's statement of intent to increase rates for the maximum period allowed by law, giving the Atmos Cities Steering Committee sufficient time to review the filing and decide on the final action needed. We will be informed of Committee findings, conclusions and recommendations, and provided with draft resolutions and ordinances reflecting those recommendations.

Origination

Geoffrey Gay, Kristen Doyle & Georgia Crump of Lloyd Gosselink Blevins Rochelle & Townsend, P.C.

Financial Consideration

All costs (legal and consulting) incurred by the City will be reimbursed by Atmos Energy.

Staff Recommendation

It is recommended that Resolution No. 5099 be adopted.

Alternatives

While not recommended, the Council could choose not to approve Resolution No. 5099.

Attachments

Legal Counsel Memo; Staff Report; and Resolution No. 5099

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Ms. Doyle's Direct Line: (512) 322-5820
Email: kdoyle@lglawfirm.com

MEMORANDUM

TO: Atmos Cities Steering Committee Members

FROM: Geoffrey Gay
Kristen Doyle
Georgia Crump

DATE: September 20, 2007

RE: Atmos Mid-Tex Statement of Intent to Increase Rates – **ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY OCTOBER 25, 2007**

Atmos is filing a Statement of Intent to Increase Rates with all cities that retain original jurisdiction in the Mid-Tex region. The Statement of Intent indicates that the Company is seeking a \$52 million rate increase. If approved, the \$52 million increase would raise rates for the average residential customers by nearly \$20 per year.

The rate increase requested by Atmos will become effective on October 25, 2007, unless the city takes action to suspend the effective date. The statute permits cities to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by October 25, 2007.** Attached to this memo is a model suspension resolution and staff report.

ACSC Meeting October 18th to Discuss the Filing

Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Atmos' requested rate increase. Jay Doegey, city attorney for the City of Arlington and Chairman of the Atmos Cities Steering Committee will host a meeting of all ACSC members to discuss the filing. **The meeting will be held in Arlington on October 18th at 10:00 a.m. at the Arlington Library Community Room, 101 E. Abram Street.** Representatives from Atmos will be invited to attend the meeting to address ACSC members. There will also be an opportunity for ACSC members to discuss strategy, including settlement with ACSC consultants and attorneys.

In this case, the Company's request to raise rates is essentially a re-litigation of the Atmos Mid-Tex rate case that concluded earlier this year. The order in that rate case became final this May. In that case, Atmos sought a \$62 million rate increase. After a three week hearing, the Railroad Commission judges concluded that Atmos was overearning and rates should be reduced by \$23 million. However, the Railroad Commissioners overturned the judges' decision to reduce rates and approved a \$10 million rate increase for residential customers.

2557/00/mmo070601

Lloyd Gosselink Blevins Rochelle & Townsend, P.C.

ACSC members have a long and successful history of settling rate issues and avoiding formal rate cases. Lone Star Gas (predecessor to TXU Gas) went fifteen years without a single formal distribution rate case. TXU Gas had only one distribution rate case before the Railroad Commission before selling the system to Atmos. Numerous TXU Gas regional cases were consolidated and settled at the city level without the necessity of appeal to the Railroad Commission. On the electric side, Steering Committee cities have settled two major cases in the past five years – avoiding litigation and substantially benefiting customers. ACSC will endeavor to identify ways to reasonably benefit customers and avoid litigating Atmos' request to raise rates.

Atmos is Scheduling Meetings with City Officials

Atmos representatives are currently scheduling meetings with Mayors and city officials and using the threat of another rate increase in an attempt to persuade city officials to accept automatic annual rate adjustments that will guarantee Atmos a certain level of profits. This automatic profit guarantee adjustment will be implemented in addition to the annual GRIP surcharge. **It is important to know that Atmos wants city officials to give them something that the Railroad Commission has already considered and rejected.** In the May final order issued in Mid-Tex's last rate case, the Railroad Commission rejected a similar request by Atmos to implement a mechanism to guarantee profits.

Although Atmos has described these annual profit guarantee adjustments to the media and to city officials as a way to avoid rate cases, what is not being explained is that the adjustment will maintain a certain level of profits for Atmos shareholders regardless of Atmos' actual costs or the amount of natural gas consumed. The automatic adjustment to guarantee profits will not allow cities or the Railroad Commission to examine the Company's actual costs or whether the costs were prudently incurred before the increase is collected. In fact, the guarantee of profits will ensure that Atmos will make more money even if customers use less gas.

No other gas company in Texas has ever received a guarantee of profits. No circumstances have changed since the Railroad Commission denied Atmos' request in May that would support a guarantee of profits. In fact, the interest rate reductions that have occurred since the last order became final indicate that Atmos' rates should decrease, not increase, since the Company's cost to borrow money has declined.

If you have any questions, please feel free to contact Geoffrey (512/322-5875, ggay@lglawfirm.com), Kristen (512/322-5820, kdoyle@lglawfirm.com), or Georgia (512/322-5832, gcrump@lglawfirm.com.)

Atmos Cities Steering Committee Cities

(141 Total)

Abilene	Fate	Pantego
Addison	Flower Mound	Paris
Allen	Forest Hill	Parker
Alvarado	Fort Worth	Pecan Hill
Argyle	Frisco	Plano
Arlington	Frost	Ponder
Bedford	Gainesville	Pottsboro
Benbrook	Garland	Prosper
Beverly Hills	Grand Prairie	Quitman
Blossom	Grapevine	Red Oak
Blue Ridge	Haltom City	Reno (Parker County)
Bowie	Harker Heights	Richardson
Boyd	Haskell	Richland Hills
Bridgeport	Haslet	Roanoke
Brownwood	Heath	Robinson
Buffalo	Hewitt	Rockwall
Burkburnett	Highland Park	Roscoe
Burleson	Highland Village	Rowlett
Caddo Mills	Honey Grove	Sachse
Carrollton	Hurst	Saginaw
Cedar Hill	Iowa Park	San Angelo
Celeste	Irving	Seagoville
Celina	Justin	Sherman
Cleburne	Kaufman	Snyder
Clyde	Keene	Southlake
College Station	Keller	Springtown
Colleyville	Kemp	Stamford
Colorado City	Kennedale	Stephenville
Comanche	Kerrville	Sulphur Springs
Coolidge	Killeen	Sweetwater
Coppell	Krum	Terrell
Corinth	Lake Worth	The Colony
Corral City	Lancaster	Throckmorton
Crandall	Lewisville	Trophy Club
Crowley	Little Elm	Tyler
Dalworthington Gardens	Malakoff	University Park
Denison	Mansfield	Vernon
DeSoto	McKinney	Waco
Duncanville	Mesquite	Watauga
Eastland	Midlothian	Waxahachie
Edgecliff Village	Murphy	Westlake
Emory	Newark	Westworth Village
Ennis	North Richland Hills	Whitesboro
Everman	Northlake	White Settlement
Fairview	Oak Leaf	Wichita Falls
Farmers Branch	Ovilla	Woodway
Farmersville	Palestine	Wylie

REPORT ON ATMOS MID-TEX REQUEST TO INCREASE RATES

The Railroad Commission issued a Final Order approving new system-wide rates for customers of Atmos Energy's Mid-Tex Division in May. Residential rates were increased by \$10 million annually. Also in May, Atmos Mid-Tex filed its application for its fourth GRIP surcharge in four years, seeking to increase the rates of all customers by \$12 million annually. Despite both of these recent actions to increase customers' rates, Atmos Mid-Tex has filed an application with cities retaining original jurisdiction over rates and services to increase system-wide rates by another \$52 million.

The Company's application was filed with the City on September 20, 2007. Atmos asks the City to approve an 8.27% increase in residential rates, a 22.72% increases in commercial rates, and a 38.95% increase in industrial and transportation rates.

Purpose of the Resolution:

The resolution suspends the effective date of the Company's rate increase for the maximum period permitted by law to allow the City time to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by a natural gas utility cannot become effective until 35 days following the filing of the application to change rates. The law permits the City to suspend the effective date for 90 days. **If the City does not take action to suspend the filing, Atmos Mid-Tex may begin charging increased rates after October 25, 2007.** According to Atmos, annual rates would increase by approximately \$20 for residential customers.

The City has participated in prior Atmos Gas rate matters with a coalition of cities now known as Atmos Cities Steering Committee (ACSC). ACSC is a permanent standing committee with 99 members who have passed resolutions authorizing ACSC to intervene on behalf of the city in natural gas matters pending before the Railroad Commission, the Courts or the Legislature. There are currently 141 cities participating with ACSC, including cities that are participating with ACSC on an *ad hoc* basis. A list of the current members and participants is attached.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The city is authorized to suspend the effective date for 90 days for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not increased by the Company, the City must take final action on Atmos' request to raise rates by January 24, 2007.

Section 2. Negotiating clout and efficiency are enhanced by the City cooperating with other ACSC cities in a common review and common purpose. Additionally, rate case expenses are minimized when ACSC hires one set of attorneys and experts who work under the guidance and control of the ACSC Executive Committee. This provision authorizes the ACSC to act on behalf of the City at the local level in settlement discussions, and in preparation of a rate ordinance and on appeal of the rate ordinance to the Railroad Commission and on appeal to the Courts. Any settlement negotiated by ACSC must be approved by all ACSC member city councils through new rate ordinances.

Section 3. Cities, by statute are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the ACSC Executive Committee will submit monthly invoices to the City of Arlington that will be forwarded to Atmos for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section provides that both Atmos and counsel to ACSC will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Section 5. This section merely recites that the resolution was passed at a meeting that was open to the public and where the consideration of the Resolution was properly noticed.

RESOLUTION NO. 5099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUSPENDING THE OCTOBER 25, 2007 EFFECTIVE DATE OF ATMOS ENERGY CORP., MID-TEX DIVISION REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH ATMOS CITIES STEERING COMMITTEE AND OTHER CITIES IN THE ATMOS ENERGY CORP., MID-TEX DIVISION SERVICE AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; 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, on or about September 20, 2007, Atmos Energy Corp., Mid-Tex Division ("Atmos" or "the Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Sherman, Texas ("City"), a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its Mid-Tex Division service area effective October 25, 2007; and

WHEREAS, it is reasonable for the City to maintain its involvement in the Atmos Cities Steering Committee ("ACSC") and to cooperate with the 141 similarly situated city members and other city participants of ACSC in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act §104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the Gas Utility Regulatory Act §103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility;

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

SECTION 1. That the October 25, 2007, effective date of the rate request submitted by Atmos on or about September 20, 2007, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with ACSC and its member cities in the Mid-Tex service area to hire and direct legal counsel and consultants, to negotiate with the

Company, to make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or the Railroad Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Atmos.

SECTION 4. That a copy of this Resolution shall be sent to Atmos in care of Joe T. Christian, Director of Rates, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Blevins Rochelle & Townsend, P.C., P. O. Box 1725, Austin, Texas 78767-1725.

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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5100**

**Authorizing the Purchase of Two Brush Truck Chassis and Loaders
for the Solid Waste Services Department through the Texas Local Government
Purchasing Cooperative (BuyBoard)**

Issue

To consider approval of a resolution to purchase two (2) brush truck chassis and loaders for use within the City's Solid Waste Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

Background

At this year's budget workshop, staff introduced a plan to provide all households with quarterly brush pickup. The plan involves the purchase of two (2) units with a "Lightning Loader" mounted to the truck/dump box. The Lightning Loader is the unit that the City has used for brush loading for the past five (5) years; and staff feels that it is the industry's most efficient loader. To begin, Solid Waste will use existing staff to operate the program on a quarterly basis. Following a year of operation, staff will explore options and may propose a program for monthly brush collection. 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 – Solid Waste Services

Financial Consideration

The two (2) new brush truck chassis and loaders are available through the BuyBoard for \$210,077.60. Adequate funds totaling \$237,000.00 have been allocated for the purchase of this equipment in the fiscal year 2007-2008 budget.

Staff Recommendation

It is recommended that the staff be authorized to acquire the two (2) brush truck chassis and loaders through the BuyBoard.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5100

Texas Local Government Cooperative Interlocal Participation Agreement

BuyBoard Quote (per unit)

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO BRUSH TRUCK CHASSIS AND LOADERS FOR THE SOLID WASTE SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized to purchase two (2) brush truck chassis and loaders for the Solid Waste Services Department, through the Texas Local Government Purchasing Cooperative (BuyBoard), for the total purchase price of One Hundred Five Thousand Thirty Eight Dollars and Eighty Cents (\$105,038.80) per unit, in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to this 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

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

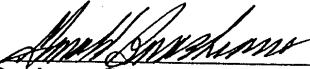
- 1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
- 2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable 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.

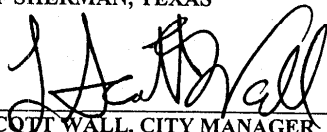
TO BE COMPLETED BY THE COOPERATIVE:

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

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

End User Agency: CITY OF SHERMAN	Date Prepared by Contractor: 09/20/2007
----------------------------------	---

Product Description: PETERSEN TL-3 LIGHTNING LOADER w/ PETERSEN TBS #18/24 TRASH DUMP BODY

A: Bid Number: #208-04	Item: BASE: \$39,230.73
------------------------	-------------------------

B: Options

Heavy Duty Swing Motor (SAI)	\$ 1,500.00	LED Flashers in Corner	\$ 561.00
Reflective tape on Body	\$ 155.00	Heat Shield	\$ 332.00
Double Wire Braided Hoses	\$ 375.00	Hose Guards	\$ 275.00
Hotshift PTO w/ EOS	\$ 1,950.00	P.I. Self Winding Load Cover	\$ 1,334.00
Body: steel surcharge	\$ 1,695.27	ADDTL. Freight charge	\$ 450.00
LED Body Lights	\$ 663.00		
Subtotal Column 1:	\$ 6,338.27	Subtotal Column 2:	\$ 2,952.00

Total Options	\$ 9,290.27
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C: Subtotal of A + B	\$ 48,521.00
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2 x \$48,521.00	\$ 97,042.00
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COMMENTS:

ANY APPLICABLE BUYBOARD FEES INCLUDED

CHASSIS REQUIREMENTS:

CA: 168" / AF: 76-80"
GVW: 33,000
RBM: 1,500,000
Exterior Grab handles doth sides
Horizontal muffler/exhaust inside frame rails

REMIT: SEND P.O. TO HEIL OF TEXAS

300 SOUTH LOOP 12
IRVING, TEXAS 75060
972-438-5564

HEIL OF TEXAS
5900 WHEELER
HOUSTON, TX 77023

JOHN DAVIS
713-923-7600

09/21/2007 12:31 PM

DARD

UNIVERSITY OF TEXAS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5101**

**Awarding a Bid to and Authorizing Execution of a Contract with Dayton Tire Sales, Inc.
for an Annual Supply of Tires and Tubes**

Issue

The City of Sherman's annual supply of tires and tubes for its fleet of vehicles

Background

The City of Sherman annually contracts with an outside vendor for the replacement of tires and tubes for its fleet due to normal wear and tear and unforeseen damages. Dayton Tire Sales, Inc. of Sherman, Texas submitted the low bid, taking into consideration the local vendor preference of five percent (5%), in the amount of \$78,153.14.

Origination

Department of Public Works, Equipment Service Center

Financial Consideration

Funds have been budgeted for the purchase of this annual supply of tires and tubes.

Staff Recommendation

The staff recommends that the City Council award the low bid as submitted by Dayton Tire Sales, Inc. in the amount of \$78,153.14, and authorize the City Manager to execute the required contract documents.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5101

Bid Tabulation

Contract

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DAYTON TIRE SALES, INC. FOR AN ANNUAL SUPPLY OF TIRES AND TUBES; 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 Dayton Tire Sales, Inc. is hereby awarded the bid in the total amount of \$78,153.14 and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract of sale with Dayton Tire Sales, Inc. for an annual supply of tires and tubes, in accordance with the proposed contract documents and bid specifications.

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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

Bid Tabulation
Tires & Tubes
Bid Opening: September 17, 2007 @ 3:00 PM

VENDOR	BID PRICE AS RECEIVED	BID AFTER LOCAL PREFERENCE
Dayton Tire Sales, Inc.	\$78,153.14	\$78,153.14
Southern Tire Mart, LLC	\$75,478.89	\$79,252.83
Graham Truck Tire, Inc.	\$30,396.63 (partial bid)	N/A

CONTRACT OF SALE

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE**
COUNTY OF GRAYSON §

That the **CITY OF SHERMAN, TEXAS**, a municipal corporation, hereinafter referred to as "BUYER", and **DAYTON TIRE SALES, INC.** located at 3703 Texoma Parkway, Sherman, Texas, hereinafter referred to as "SELLER."

WITNESSETH:

Terms. SELLER agrees to sell and will deliver to BUYER, and BUYER agrees to purchase from SELLER, on an as-needed basis, tires and tubes available for BUYER's annual needs, as described and priced in the proposal and specifications attached hereto and incorporated herein for all purposes. SELLER agrees to sell such vehicle parts and supplies at the prices specified therein during the contract period, which shall be for one (1) year beginning October 1, 2007, and ending September 30, 2008. CITY reserves the option, upon mutual written consent of the parties, to renew this contract annually upon the same prices, terms and conditions, not to exceed four (4) renewals.

Consideration. As consideration for this Contract, SELLER agrees to make the tires and tubes available for the amount specified herein and BUYER agrees to purchase these items exclusively from the SELLER, as specified in Exhibit "A."

Contract Documents. eference is hereby made to the specifications and requirements of the Invitation to Bid prepared by BUYER and the Bid submitted by SELLER on September 12, 2007, in answer to BUYER's Invitation to Bid. All of the specifications and requirements of BUYER's Invitation to Bid and SELLER's Bid, identified as Exhibit "A", are incorporated herein by reference and made a part of this contract for all purposes.

Delivery. SELLER hereby agrees to deliver the vehicle parts and supplies to BUYER at Sherman, Texas, as requested by BUYER.

Buyer's Right of Rejection. BUYER retains the right to reject all or any part of the parts and supplies delivered by SELLER that do not comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SELLER. Should any parts and supplies be rejected because of failure to meet specifications, and SELLER not supply conforming products within ten (10) days of date of rejection, then BUYER may purchase such products from the next lowest bidder willing to honor its bid, and SELLER agrees to pay to BUYER in cash the difference in the Bid Proposals.

Ownership of Items. SELLER represents that it is the record and beneficial owner of the items set forth in Exhibit "A," free and clear of any Lien and any other

limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the items, and will transfer and deliver to Buyer the items free and clear of any Lien and any such limitation or restriction.

Litigation. There is no action, suit, investigation, or proceeding pending against, or to the knowledge of SELLER threatened against or affecting, SELLER or any of their respective properties before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

Payment of Monies Owed to the City of Sherman. BUYER may, in its discretion, apply any monies owed to SELLER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owe the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of BUYER and by SELLER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

Severability. Any provision or part of this Contract is held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the BUYER and SELLER, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force,
has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by
its City Manager and attested by its City Clerk, effective the _____ day of
_____, 2007.

SELLER:
DAYTON TIRES SALES, INC.

BUYER:
CITY OF SHERMAN, TEXAS

BY: _____
NAME: _____
TITLE: _____
3703 TEXOMA PARKWAY.
SHERMAN, TEXAS 75090

BY: _____
GEORGE OLSON
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS 75090

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
NAME: _____
TITLE: _____

LINDA ASHBY, CITY CLERK

APPROVED:

DOREEN E. MCGOOKEY
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5102**

**Authorizing Execution of a Developer's Agreement with DGR Development Group, LTD.
for Construction of Public Facilities in the O'Hanlon Ranch Phase II Addition
to the City of Sherman**

Issue

The construction of public facilities in the O'Hanlon Ranch Phase II Addition to the City of Sherman

Background

DGR Development Group, LTD. proposes to construct O'Hanlon Ranch Phase II, which includes the construction of streets, drainage, water mains, and sanitary sewer.

Origination

Department of Engineering & Utilities

Financial Consideration

None

Staff Recommendation

Staff recommends approval of the Developer's Agreement.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5102

Developer's Agreement

Location Map

Prepared by:

Mark Gibson, Director of Engineering & Utilities

Approved by:

George Olson, City Manager

RESOLUTION NO. 5102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH DGR DEVELOPMENT GROUP, LTD. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE O'HANLON RANCH PHASE II ADDITION TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with DGR Development Group, LTD. for the construction of public facilities in the O'Hanlon Ranch Phase II Addition to the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND DGR DEVELOPMENT GROUP, LTD.**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2007 (the "Effective Date"), by and among City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and DGR Development Group, LTD. ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development, and

WHEREAS, Developer is developing a portion of the City and making improvements to the City,

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described in the final plat submitted to the City by the Developer as O'Hanlon Ranch Addition, Phase II, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon;

WHEREAS the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I;

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services; and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I.

SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a

qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. Assurance of Accuracy of Documents: Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

3. Development Documents: Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. Delivery of Improvements: The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. Performance Bond: No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. Failure to Complete Development: If the Developer does not complete the Improvements contained in the Development Documents on or before March 1, 2008, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. Availability of Public Facilities: No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. Registered Civil Engineer: All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. City Engineer: Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. Coordination of Work: The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. Utility Arrangements: The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. Fees: Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13: Guarantee or Maintenance Bond:

- a. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
- b. Instead of the Guarantee set for in subparagraph (a) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. WAIVER OF RIGHTS UNDER STATE LAW:

(a) WAIVER OF RIGHTS:

(a) Section 212.904 of the Texas Local Government Code

(i) Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY DEVELOPER'S SIGNATURE ON THIS AGREEMENT, I CONTRACT ON ITS EXECUTION, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE MYWAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. I AGREE. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

(ii) BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. Other Provisions:

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee equal for \$20,812.74.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

ATICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts

within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.

6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.

7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: James M. Shankles, Jr., P.E.

ADDRESS: 220 W. Mulberry Street

Sherman, TX 75090

PHONE: 903-892-7622

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Dean Gilbert

ADDRESS: 801 E. Taylor St.

Sherman, TX 75090

PHONE: 903-893-5188

FAX: 903-892-1487

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

11. **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 this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.

13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

14. **Interpretation of Agreement.** This is 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.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2007, with an original to each party.

Developer: DGR DEVELOPMENT GROUP, LTD..

BY: _____

NAME: Dean Gilbert

TITLE: General Partner

ATTEST: BY: _____

NAME: _____

TITLE: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: George Olson

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

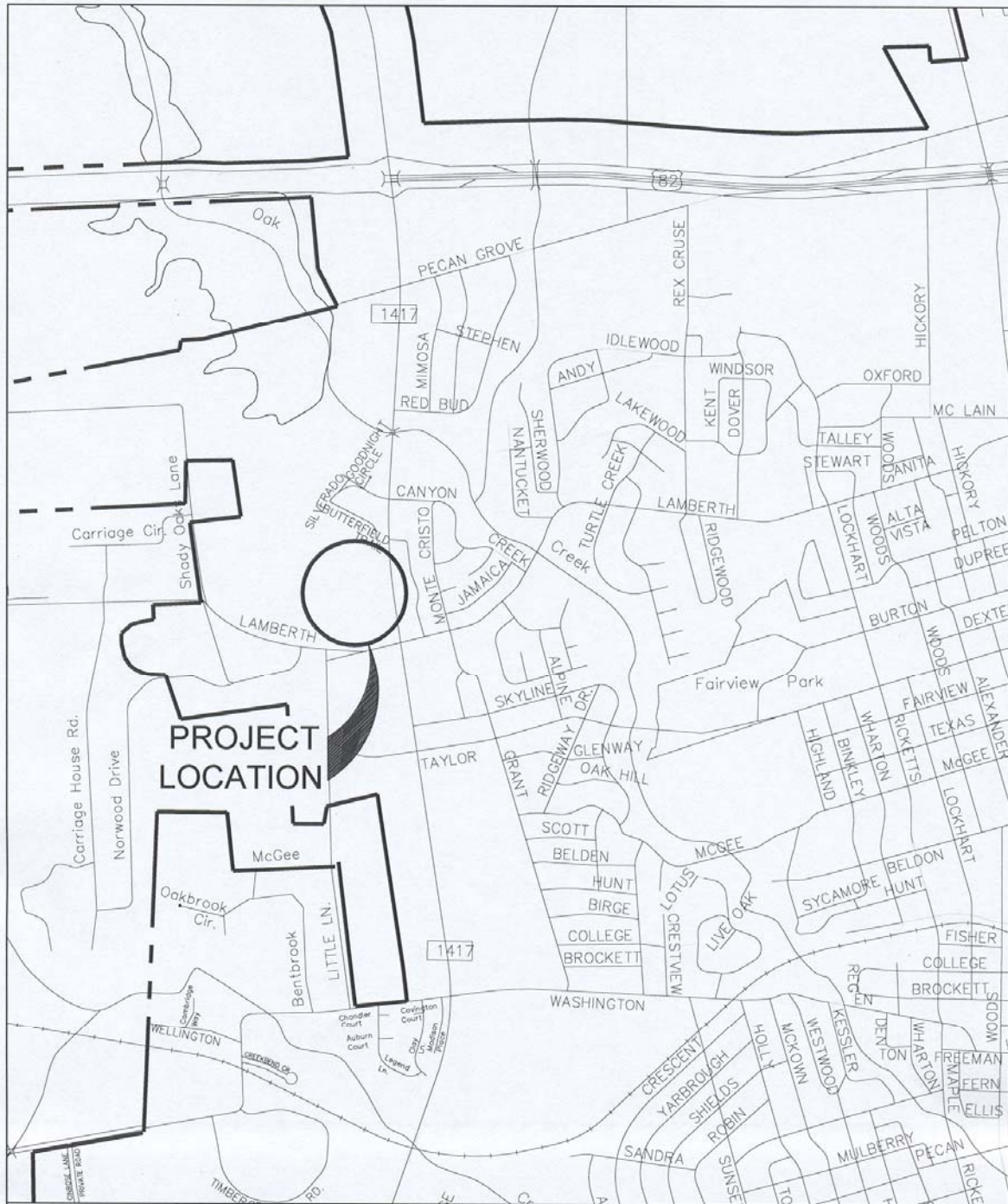
APPROVAL RECOMMENDED:

James M. Shankles, Jr., P.E. City Engineer

Mark Gibson, Director of Engineering & Utilities

APPROVED AS TO FORM:

Doreen E. McGookey, City Attorney:



City of Sherman, Texas

O'HANLON RANCH PHASE 2 DEVELOPER AGREEMENT

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5103**

**Authorizing the Execution of an Agreement with Barton Capital, Ltd.
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 615 South Vaden Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 615 South Vaden Street.

Background

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

Origination

Barton Capital, Ltd., Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$240.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5103
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 615 SOUTH VADEN STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, Ltd., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, Ltd. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 615 South Vaden Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being Lot 2, Block 1 of the Vaden - Cupids Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 615 South Vaden Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD.
715 Hwy 75 South
Sherman, Texas 75090
(903) 868 - 4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: [Signature]
NAME: Barton
TITLE: Pres

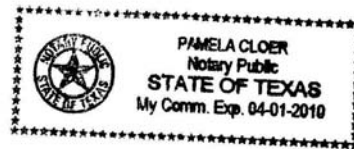
ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: [Signature]
Commission Exp. 04/01/2010
License No (where applicable): _____

APPROVED AS TO FORM
AND CONTENT:



DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Barton Capital

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 615 S. VADEN

Summary Legal Description: Lot: 2 Block: 1 Addition: VADEN CUPIDADO

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

Improvements:

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

Estimated Value of Improvements: 60,000

Estimated Date of Start of Construction: 9-17-07

Estimated Date of Completion of Project: 11-17-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Guy L. P. Date: 9-14-07

SHERMAN



P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

PERMIT NUMBER

531

OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME 615 S. VADEN		SUBDIVISION OR SURVEY VADEN CUPID ADD		LOT 2	BLOCK 1	CENSUS TRACT
	FLOOD ZONE _____ BASE FLOOD ELE. _____ 1ST FLOOR ELE. _____		E. ZONING _____ FIRE ZONE _____ PLANS _____		TIME TO COMPLETE 180 DAYS		
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		NEW HOME CONSTRUCTION				
	2 ☐ ALTERATION		BESTE ELECTRIC				
	3 ☐ REPAIR, Replacement		903-564-6853				
	4 ☐ MOVING (relocation)		RED RIVER PLUMBING				
5 ☐ FOUNDATION ONLY		903-821-5715					
B. OWNERSHIP		1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)					
2 ☐ PUBLIC (Federal, state, or local government)		MARKY I & SONS					
C. COST \$ 69,000		903-893-3060					
D. FEE \$25.00		25 Stormwater					
Sq. Ft. { Main Bldg. 1025 Accs. Bldg. _____							
III BUILDING SPECS.	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories 1		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 7000		
	☐ STRUCTURAL STEEL		I. TYPE OF WATER SUPPLY		TOTAL LAND AREA SQ. FT. 7000		
	☐ REINFORCED CONCRETE		☒ PUBLIC OR PRIVATE CO.		L. No. OFF-STREET PARKING SPACES		
☐ OTHER - SPECIFY _____		☐ INDIVIDUAL (well, cistern)		ENCLOSED 0 OUTDOORS 3			
G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY			
☐ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms 3 Full 2			
☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms _____ Partial _____			
☐ OTHER _____							
All Others Skip to IV							
IV IDENTIFICATION	1. OWNER		MAILING ADDRESS		PHONE		
	Cupid Investments		715 S. Hwy 75 SHERMAN, TX		918-6180		
	2. CONT.				868-4200		
3. Architect							
SIGNATURE OF APPLICANT G.A.P.		ADDRESS SAME		DATE 9-14-07			

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

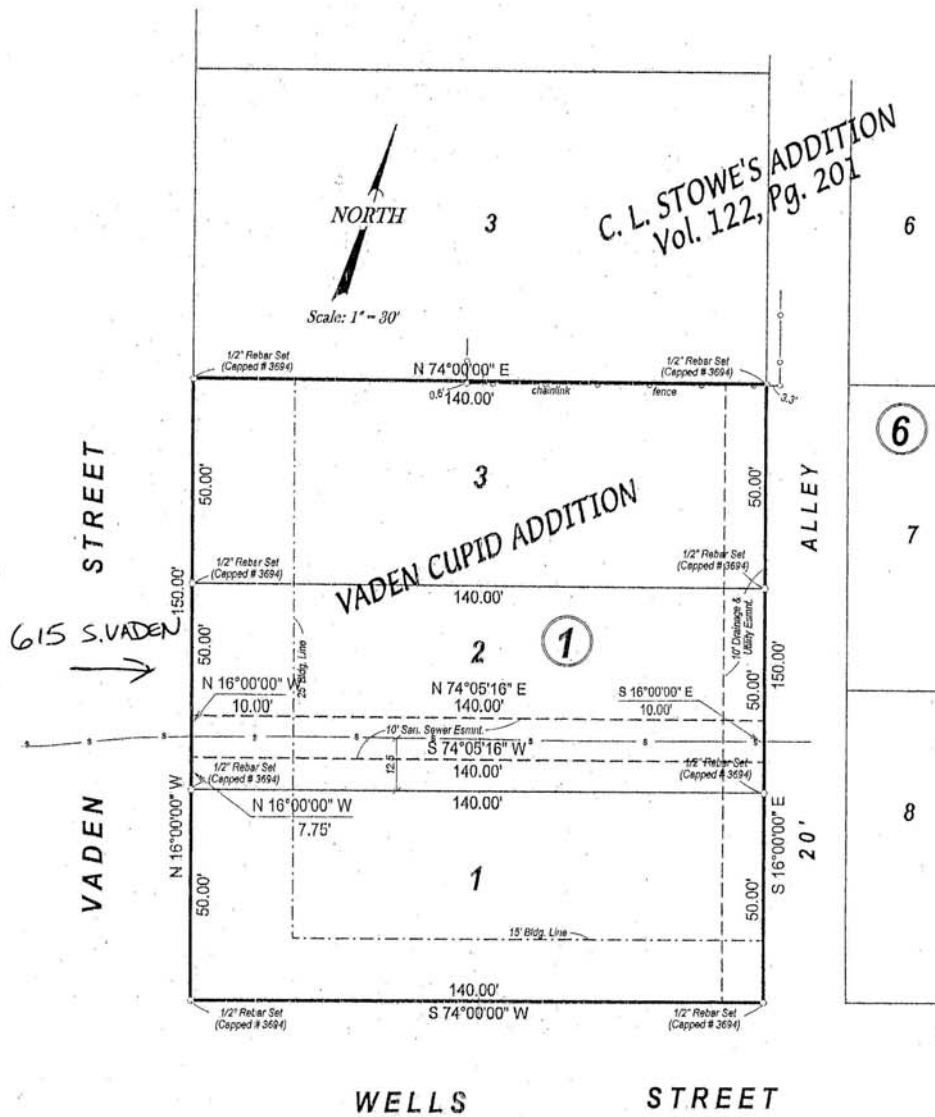
127-015-88

White - File

Canary - Owners Application

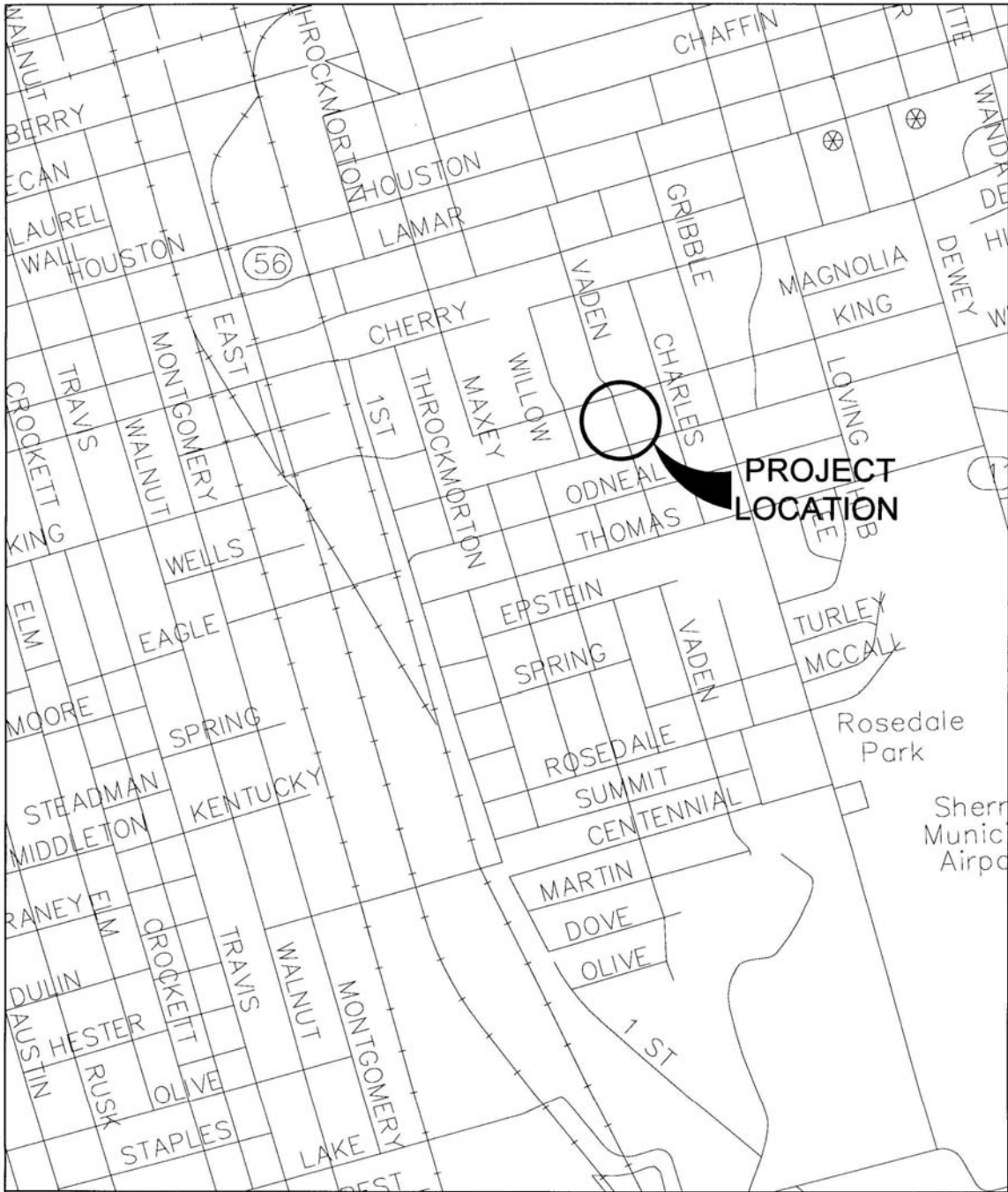
Pink - Tax Office

BUILDING OFFICIAL SIGNATURE
Gold - File



10 FOOT SANITARY SEWER EASEMENT

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



City of Sherman, Texas

600 BLOCK SOUTH VADEN

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. C.10

*** RESOLUTION NO. 5104**

**Authorizing the Execution of an Agreement with Barton Capital, Ltd. for
the Abatement of Ad Valorem Property Taxes for the Construction of a
New Single-Family Residence at 617 South Vaden Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 617 South Vaden Street.

Background

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

Origination

Barton Capital, Ltd., Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$224.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5104
Residential Tax Abatement Agreement
Application
Building Permit Application
Location Map

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 617 SOUTH VADEN STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, Ltd., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, Ltd. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 617 South Vaden Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

**_____
DOREEN E. MCGOOKEY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being Lot 1, Block 1 of the Vaden - Cupids Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 617 South Vaden Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman	Barton Capital, LTD.
PO Box 1106	715 Hwy 75 South
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868 - 4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: *Ron Barton*
NAME: *Ron Barton*
TITLE: *Pres*

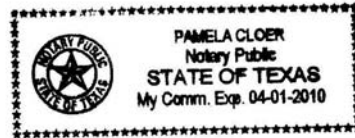
ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: *Pamela Cloer*
Commission Exp. *04/01/2010*
License No (where applicable): *-*

APPROVED AS TO FORM
AND CONTENT:



DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 617 S. VADEN

Summary Legal Description: Lot: 1 Block: 1 Addition: VADEN - CAPIDS ADD.

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

Improvements:

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

Estimated Value of Improvements: \$56,000

Estimated Date of Start of Construction: 8-20-07

Estimated Date of Completion of Project: 10-20-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 8-17-07

SHERMAN



P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

PERMIT NUMBER

472

OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>617 S. VADEN</u>		SUBDIVISION OR SURVEY <u>VADEN-CUPID ADD.</u>		LOT <u>1</u>	BLOCK <u>1</u>	CENSUS TRACT
	FLOOD ZONE _____		E. ZONING _____		TIME TO COMPLETE <u>180</u> DAYS		
	BASE FLOOD ELE. _____		FIRE ZONE _____				
	1ST FLOOR ELE. _____		PLANS _____				
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONST.</u>				
	2 ☐ ALTERATION		<u>BESTE ELECTRIC - 903-564-6853</u>				
	3 ☐ REPAIR, Replacement		<u>RED RIVER PLUMBING - 903-821-5715</u>				
	4 ☐ MOVING (relocation)						
	5 ☐ FOUNDATION ONLY						
B. OWNERSHIP							
1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)		<u>MARLYL & SONS HVAC - 903-893-3060</u>					
2 ☐ PUBLIC (Federal, state, or local government)							
C. COST \$ <u>650,000</u>							
D. FEE <u>25.00</u>							
Sq. Ft. { Main Bldg. <u>984</u>							
Accs. Bldg. _____							
III BUILDING SPECS. New Bldg. and Additions - Fill Out Parts F. - M. Wrecking - Fill Out Part K Only All Others Skip to IV	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>784</u>		
	☐ STRUCTURAL STEEL				TOTAL LAND AREA SQ. FT. <u>7250</u>		
	☐ REINFORCED CONCRETE		I. TYPE OF WATER SUPPLY		L. No. OFF-STREET PARKING SPACES		
	☐ OTHER - SPECIFY _____		☒ PUBLIC OR PRIVATE CO.		ENCLOSED <u>2</u>		
			☐ INDIVIDUAL (well, cistern)		OUTDOORS <u>2</u>		
	G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY		
	☐ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms <u>2</u> Full <u>2</u>		
	☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms _____ Partial _____		
☐ OTHER _____							
IV IDENTI- FICATION	1. OWNER		MAILING ADDRESS		PHONE		
	<u>Cupid Investments</u>		<u>715 S. Hwy 75 SHERMAN</u>		<u>868-4201</u>		
	2. CONT.				<u>818-6180</u>		
	3. Architect						
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman							
<u>[Signature]</u>				<u>Same</u>		<u>8-17-07</u>	
SIGNATURE OF APPLICANT				ADDRESS		DATE	

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

BUILDING OFFICIAL SIGNATURE

127-015-88

White - File

Canary - Owners Application

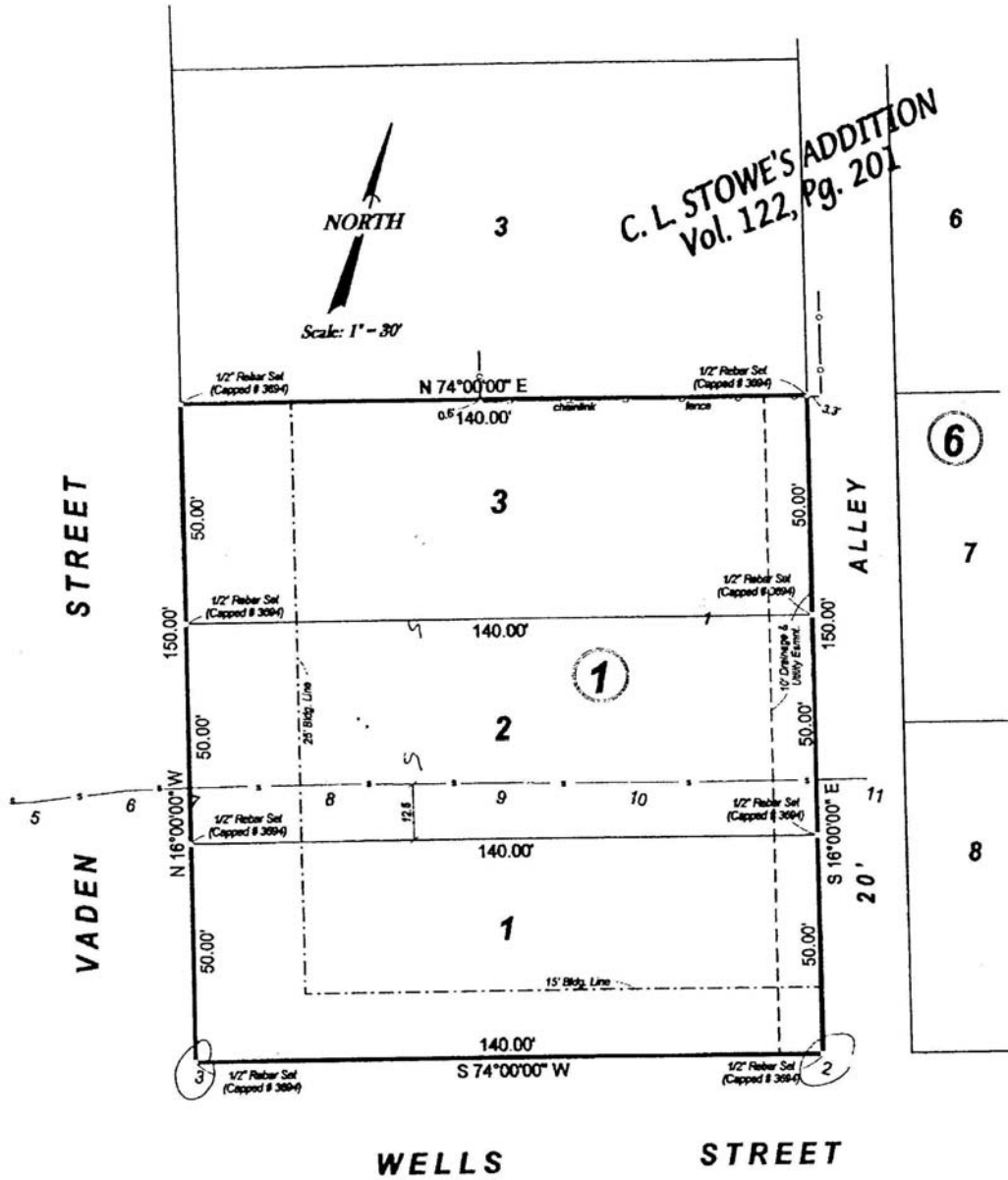
Pink - Tax Office

Gold - File

AUG. 1. 2007 11:13AM

SARTIN AND ASSOCIATES

NO-0122 P. 1

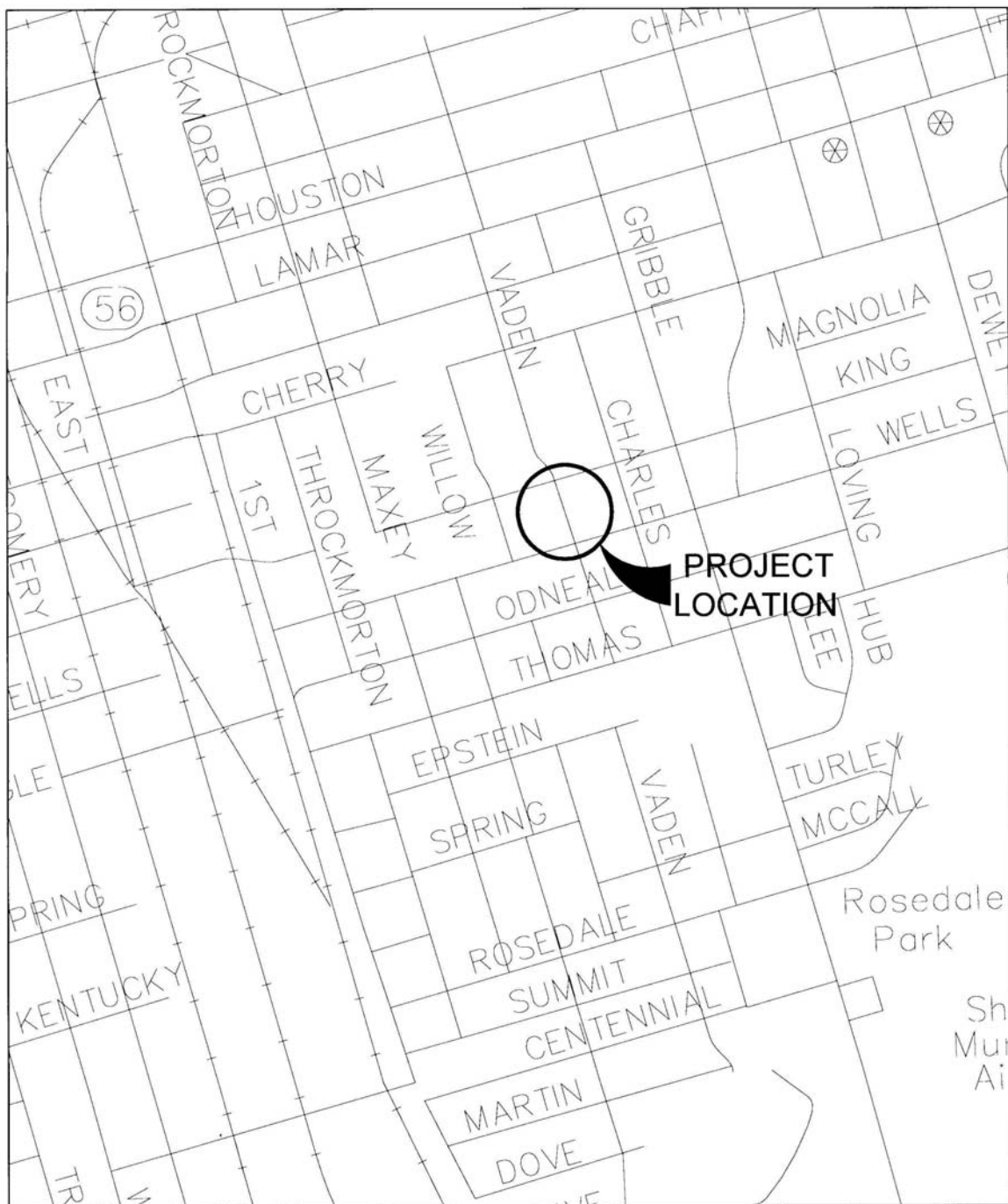


VADN-CUP.pcs

7/19/07

~~375~~ 868-4422

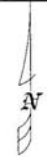
12.5
37.5



City of Sherman, Texas

600 BLOCK VADEN STREET

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.1

REQUEST TO ADVERTISE **2008 Comprehensive Plan Update**

Issue

Advertising the Request for Qualifications (RFQ) for the update to the City of Sherman's Comprehensive Master Plan

Background

As part of the fiscal year (FY) 2007-2008 budget process, the Council appropriated funds to provide for consulting services to update the City's Comprehensive Master Plan. The staff has identified several firms that could potentially provide these services. Additionally, the staff may choose to advertise in trade magazines for these services. The process for awarding the contract for these services is expected to be completed by late December 2007; and contract award is expected in January 2008. Ultimately, the contract for these services will be awarded to the highest qualified firm. State procurement laws exempt these services from bidding procedures as they are considered professional services.

Origination

City Manager's Office & Engineering

Financial Consideration

The cost for advertising these services is expected to be less than \$1,000. Funds for the actual project have been appropriated in the current year budget.

Staff Recommendation

The staff recommends that the Council approve this request to advertise.

Alternatives

The Council could suggest changes to the RFQ prior to approving the request to advertise.

Attachments

Request for Qualifications

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

Request for Qualifications

By Order of the City Council of the City of Sherman, Texas,
submittals will be received for:

2008 Comprehensive Plan Update



Sealed submittals will be received until
3:00 p.m. on Thursday, October 31, 2007

Return Proposal to:
Engineering Department
City of Sherman
220 W. Mulberry
Sherman, Texas 75090

INSTRUCTIONS TO OFFERORS

1. The sealed envelope or package containing the completed submittal(s) should be marked legibly on the outside with the submittal number and the description of the item(s) being proposed as shown on the cover sheet of this Request for Qualifications.
2. The offeror shall sign and date the submittal where provided within the RFQ. The person signing the submittal must have the authority to bind the firm in a contract. Submittals which are not signed and dated in this manner may be rejected.
3. The Offeror shall submit one (1) unbound original and five (5) bound copies of submittal documents unless stated otherwise with in the specifications. All documents shall be received at the Engineering Department located at 220 W. Mulberry, Sherman, Texas 75090, by the deadline shown on the cover sheet of this Request for Qualifications. Submittals received after the deadline may be rejected at the City's option. The City of Sherman is not responsible for lateness or non-delivery of mail, carrier, etc. The submittal will be date/time stamped in the Engineering Department when received and this will be considered to be the official time of receipt.
4. Facsimile transmittals and electronic transmittals *will not* be acceptable unless stated otherwise with in the specifications.
5. The City of Sherman, Texas, reserves the right to reject any or all submittals as it shall deem to be in the best interests of the City of Sherman. Receipt of any submittal shall under no circumstances obligate the City of Sherman to accept the lowest dollar submittal. The award of this contract shall be made to the responsible Offeror, whose submittal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the Request for Qualifications.
6. Submittals cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening by the City must be initialed by the signer of the submittal, guaranteeing authenticity.
7. A submittal may not be withdrawn or canceled by the Offeror without the permission of the City for a period of ninety (90) days following the date designated for the receipt of submittals, and Offerors so agrees upon submittal of his submittal.
8. The City of Sherman is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
9. All submittals meeting the intent of this Request for Qualifications will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the submittal. The absence of such a list shall indicate that the Offeror has not taken exceptions, and shall hold the Offeror responsible to perform in strict accordance with the specifications in this Request for Qualifications. The City of Sherman reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
10. Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be

vested in the City of Sherman, Development Coordinator. Vendors who pick up the RFQ from the Engineering Department will be responsible for checking with the Engineering Department to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their submittal.

11. Submittals must comply with all applicable federal, state, county and local laws concerning these types of services.
12. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
13. A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. have a satisfactory record of integrity and ethics; and
 - e. be otherwise qualified and eligible to receive an award.

The City of Sherman may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

The City of Sherman is aware of the time and effort you expend in preparing and submitting submittals to the City. Please let us know of any submittal requirements causing you difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsible vendors can compete for the City's business.

Awards should be made approximately 6 to 8 weeks after the submittal opening date. If you have any questions concerning this Request for Qualifications, please contact the City of Sherman, Engineering Department at (903) 892-7212.

2008 Comprehensive Plan Update

Request for Qualifications

I. Introduction

The City of Sherman, Texas is soliciting submittals for professional planning services for a major update of the City's Comprehensive Plan. The proposed plan will be an update to the previous Comprehensive Plan adopted in 1998. The plan is envisioned to be a proactive guide for future growth, development, thoroughfare updates and historic preservation through 2028. The plan is intended to promote orderly growth, development, and redevelopment of the community, consistent with the values, goals, and objectives of the community. The Comprehensive Plan will include but may not be limited to the following Project Tasks. These tasks are discussed in more detail in Section IX.

The Comprehensive Plan will have the following initial component chapters:

- Existing Information Review
- Data Analysis
- Citizen Participation
- Urban Design and Future Land Use
- Growth Management Goals and Policies
- Thoroughfares and Public Transit
- Conservation and Environmental Resources
- Greenways, Parks, Recreation, Open Space
- Existing and Projected Housing Needs
- Zoning
- Community and Cultural Services
- Utility Development
- Economic Development, Redevelopment and Reinvestment Zones
- Public Safety
- Public Buildings and Facilities
- Education
- Implementation

II. Schedule of Important Dates

The tentative schedule for the selection of a consultant for this project is as follows:

Release RFQ to Vendors	October 2, 2007
Pre-submittal conference (optional)	October 17, 2007, 10:00 AM
Deadline for questions and inquiries	October 24, 2007
Submittal Submission Deadline	October 31, 2007, 3:00 PM
Contract Evaluations/Negotiations	December 1-14, 2007
Earliest Award by City	January 7, 2008

III. Submittal Information

Interested consultants shall submit the RFQ response by 3:00 p.m., October 31, 2007 to:

Rita Gaither, Planning and Development Coordinator
City of Sherman
220 W. Mulberry
Sherman, TX 75090
(903) 892-7212

No fax copies will be accepted.

All questions prior to the closing date shall be in writing and should be directed to Rita Gaither, Planning and Development Coordinator, by fax at (903) 870-7802 or sent by e-mail (ritag@ci.sherman.tx.us). Inquiries should make reference to specific section numbers of this RFQ.

All expenses of submittal preparation, up to and including on-site interview are not reimbursable by the City of Sherman and are at the sole discretion of the respondent.

IV. City Background

The City of Sherman, Texas, is located at the crossroads of U.S. 75 and U.S. 82 in North Texas. The county seat of Grayson County, Sherman is a community of 36,000 residents, and home to several Fortune 100 industries as well as to Austin College, a vibrant arts community, and abundant recreational opportunities. Excellent schools, beautiful scenery, and a variety of shopping, restaurants and hotels add to the community.

Sherman is 60 miles north of Dallas - close enough to the Dallas-Fort Worth Metroplex to access the urban amenities - yet it still retains an unhurried and friendly atmosphere of smaller communities. Sherman also has a richly diverse history, and is only 10 miles south of Lake Texoma, one of the largest reservoirs in the state of Texas and well-known for its champion bass fishing, sailing, camping and hiking.

Sherman has a Council-Manager form of government. The elected seven members of the City Council appoint a City Manager who is charged with implementing the policies of the Council as well as overseeing the day to day operations of City government. An appointed Planning & Zoning Commission assists the City council and city staff in developing and implementing land development policy.

The City of Sherman adopted its first Zoning Ordinance in 1964 and its Subdivision Ordinance followed soon thereafter. The City has a Development Review Committee (comprised of staff and utility service providers), Planning and Zoning Commission and a Zoning Board of Adjustment. The City of Sherman also has a Comprehensive Planning Commission. There is one historic district in the City with an ordinance and a Historic Preservation Committee governing it.

V. Scope of Services

The City expects a complete overhaul of its Comprehensive Plan. The respondent shall submit a proposed general process for the project using past experience and best practices in similar

communities. The new comprehensive plan should address in detail a planning horizon of 2008 – 2018 and provide general guidance for a planning horizon of 2018 – 2028.

Interagency coordination will be required. Identification of and coordination with other affected public agencies including, but not limited to Austin College, the TxDOT, the Texoma Council of Governments, Sherman Economic Development Corporation, Grayson County, Sherman Independent School District (SISD), Sadler-Southmayd Consolidated School District (SSCISD), Denison Independent School District (DISD), Howe Independent School District (HISD), and Grayson County College (GCC). Coordination will be the responsibility of the selected consultant.

Once a contract has been approved by the City Council, key city personnel will be available for input, consultation, inquiry, and review of all aspects of the planning effort; but it is not envisioned that city staff will be directly responsible for any work elements other than those specifically described herein.

The City of Sherman Planning Department has assigned Rita Gaither, Planning and Development Coordinator, as the Project Manager. She will act as a clearinghouse and coordinator of all requests from the Consultant to the City.

VI. Planning Approach

A response to this RFQ shall include the respondent's proposed methodology and approach, including a general timeline, for performing an update to the Comprehensive Plan. The City is looking forward to a planning approach that:

- Is innovative and unique to Sherman;
- Balances the interests of all parties with a stake in the future of Sherman;
- Is practical to implement in a City that holds property rights and free enterprise in high regard;
- Educates the public and development community on best practices and on what comparable communities are doing;
- Creates a guide for land use decisions that are consistent with best practices for land development including, but not limited to, new urbanism, conservation design, affordable housing, open space preservation and environmental stewardship;
- Takes into account Sherman's position and involvement in many ongoing programs in North Central Texas.
- Incorporates work completed on other related plans
- Provides for diversified and thorough public involvement in the drafting and adoption process.

VII. Successful Respondent Characteristics

The successful respondent to this RFQ will have proven itself to have the following characteristics:

- High success rate of comprehensive plan adoption;
- Experience in developing comprehensive plans in the state of Texas;
- The ability to produce win-win solutions;
- The knowledge and experience necessary to educate the public and elected officials on the value of comprehensive planning;
- An awareness of the economic, social and environmental consequences of future urban, suburban and rural development;
- Knowledge of Chapter 211, Subchapter A and Chapter 213 of the Texas Local Government Code relating to Comprehensive Plans; and
- A list of highly-satisfied previous clients.

VIII. Request for Qualifications Response Package

Please provide the City a response that includes:

- A. A firm introduction and summary that addresses:
 1. Project management approach;
 2. Planning philosophy;
 3. Technology and resources to be used in the planning process;
 4. Public participation approach; and
 5. Proposed project schedule including a general timeline.
- B. Résumés reflecting the qualifications and experience of each member of the planning team, including any potential subcontractors. Only include qualifications for those team members who will be assigned to the project. Specify the project manager and any team members who will be present at most staff and public meetings.
- C. Related firm experience and professional references, including:
 1. Narrative reports describing three to five comprehensive plan projects completed in the last five years with reference to contact information;
 2. One (1) copy of the final planning document produced for at least one of the comprehensive plan projects in 1 above; and
 3. For the referenced projects, provide a summary of the proposed project timeline and budget and the actual project timeline and budget with reasons for increases if any.
- D. Enumeration of the firm's present work load and a schedule indicating the firm's ability to accomplish the project with its present work force. Identify the level of time commitment that the City of Sherman can expect from senior, principal staff dedicated to this project.
- E. A detailed description of the work element or service that is proposed for each of the Project Tasks outlined below. This description should include:

1. The proposed methodology that will be utilized to perform the task.
 2. The projected time frame necessary to accomplish each task and when, during the overall plan preparation, the task will be performed.
 3. The professional staff that will be directly involved with each task.
 4. A breakdown of cost as related to each task.
- F. The specific services to be provided will be determined through negotiation and mutual agreement between the City and the consultant. The City expressly reserves the right to perform any part of the project itself or to use outside services such as graduate students or volunteers.

IX. Project Tasks

The consultant's submittal should address each of the following Project Tasks:

1. Existing Information Review

The consultant shall analyze and critique existing plans, projects, studies, and agreements as well as any additional information that may influence or impact the planning process including (but not limited to) the Zoning Ordinance, the Subdivision Ordinance and the Drainage Study.

2. Data Analysis

The consultant shall analyze historic, current, and projected data pertaining (but not limited) to: housing, population, employment, economic indicators, and land use statistics. Data should be organized by five-year increments and be used by the consultant to identify major characteristics and shifts that will affect the City during the 2028 planning horizon.

3. Citizen Participation

A detailed citizen participation process shall be proposed by the consultant that is patterned after successful experiences the consultant had in prior plans they have prepared. The proposed approach should be very inclusive and incorporate innovative approaches to drawing diverse groups and ideas into the planning process. The consultant will be an integral part of the citizen participation process and will be expected to lead and participate in all meetings.

The citizen participation process may involve multiple approaches including (but not limited to) leadership interviews, a steering committee, community meetings, use of print and cable media, and online communication.

The goals of the Citizen Participation task are to:

- a. Educate involved parties about the comprehensive plan's role and importance to the community,
- b. Disseminate information to interested and involved parties,
- c. Provide effective and efficient mechanisms for gathering public input on various issues,
- d. Build consensus throughout all phases of the planning process.

The consultant shall submit a monthly status report to the City's designated Project Manager at a time specified during contract negotiations.

The consultant shall make a minimum of two status reports to the City Council.

4. Urban Design and Future Land Use

This task shall include the following four elements: Land Use Survey, Development Demand Analysis, Development Capacity Analysis, and Development Pattern Alternatives. When recommending future land use development patterns, the consultant shall consider and apply appropriate and contemporary urban design theories and concepts.

- a. **Land Use Survey** - A survey of existing land uses will be required. The consultant shall verify all land uses and statistically report existing use by the categories already used on the City of Sherman Comprehensive Land Use Plan map.
- b. **Development Demand Analysis** – Relevant data shall be translated into land use demand expressed in acres for major land use categories including residential (moderate and high density), commercial (office and retail), industrial, community facilities, healthcare facilities and parks/open space. Future development demand should be presented in five year increments through the 2028 planning horizon.
- c. **Development Capacity Analysis** – This analysis shall identify net acres that can be efficiently utilized to accommodate future land uses. Existing and planned infrastructure shall be a major consideration in this determination.
- d. **Development Pattern Alternates** – Several topics and issues may be identified that will impact growth and development. Those issues shall be examined in light of the constraints and demands previously identified and may reveal development patterns in selected growth areas that are markedly different. The positive and negative impacts of each resultant pattern shall be detailed to assist in selection of the preferred development pattern.

5. Growth Management Goals and Policies

The consultant shall develop a comprehensive and concise set of growth management goals and policies to guide decisions during the planning period. This also includes an annexation guide for future annexations of anticipated development areas.

6. Thoroughfares and Public Transit

The consultant shall evaluate each of the major thoroughfares in the City regarding function and appearance. The consultant shall make recommendations for improving major thoroughfares and designating needed major corridor improvement projects. Consideration shall be made to the value of rail use and traffic and any further utilization possibilities. The consultant shall consider the municipal airport as it relates to Sherman's overall development. Grayson County Airport should also be considered in relation to future development as it affects the City of Sherman.

7. Conservation and Environmental Resources

The consultant shall evaluate natural and man-made resources and make recommendations regarding conservation of those resources. A hydrology study, review of the Drainage Study and the Flood Ordinance should be made with recommendations for improvement.

8. Greenways, Parks, Recreation, Open Space

The consultant shall propose a scope of services that evaluates greenways and open space and makes recommendations for better utilizing, maintaining and creating these spaces. This task shall also include an evaluation of the existing parks and recreation opportunities in the City and make recommendations for expansion or improvement to serve the projected population and development pattern.

9. Existing and Projected Housing Needs

The consultant shall evaluate the existing housing stock based on age and condition. The consultant shall determine the adequacy of the existing housing stock and project future housing needs. The consultant shall recommend specific policies and approaches to improve the existing housing stock and meet future housing needs. The evaluation and recommendations shall address both single-family and multi-family housing types of varying density.

10. Zoning

The zoning and overlay districts shall be evaluated to determine if they adequately meet current needs. New areas not covered by current ordinances should have recommendations for inclusion. These areas are but not limited to, town homes, condominiums, and gated communities.

11. Utility Development

The consultant shall propose future infrastructure (water and sewer facilities) to meet the city's projected needs. The consultant shall evaluate the franchise agreements held by the City of Sherman with electrical, gas, cable, and telephone providers in the context of ensuring that the City continues to provide availability of these basic services to the City's stakeholders.

12. Community and Cultural Services

The consultant shall propose a scope of services for this task similar to successful community and cultural services used in previous plans and policies that the consultant has completed in the past. Areas that should be covered but not limited to are the needs of the senior citizens, library patrons, arts and humanities community and historical interest and preservation.

13. Economic Development, Redevelopment, and Reinvestment Zones

The consultant shall propose a scope of services for this task similar to successful economic development plans and policies that the consultant has completed in the past.

14. Public Safety

The consultant shall evaluate the public safety services provided by the city and make recommendations to expand and improve those services to meet the needs of the projected population and development pattern. This should include evaluation of existing facilities and projection of future facility needs, including location. The evaluation shall include all public buildings and facilities

15. Public Buildings and Facilities

The consultant shall evaluate the public buildings and facilities provided by the city and make recommendations to expand and improve those facilities to meet the needs of the projected population and development pattern. This should include evaluation of existing facilities and projection of future facility needs, including location.

16. Education

The consultant shall provide recommendations on projected needs for public education, as well as higher education available through Grayson County College and Austin College. Also, consideration should be given to leveraging the social, educational, and economic benefits that Austin College provides to the community.

17. Implementation

Specific strategies shall be proposed that detail the resources and actions necessary to implement the task. The consultant shall recommend actions to maximize the benefits and minimize negative reactions to the preferred development pattern. The consultant shall propose strategies to address the findings and recommendations of the various Projects Tasks. All recommended implementation strategies shall be prioritized and presented in a format that can easily be tracked and updated.

X. Deliverables

The City shall retain rights to the items delivered under this contract. The City expects several deliverables during the course of this project, as opposed to only one deliverable being produced in the form of a single, final document at the end of the process. Deliverables will be both digital and hard-copy in format. The content of these deliverables will be determined during contract negotiation.

General Products Expected from the Comprehensive Plan Update

- 1) Completed comprehensive Plan with supporting tables, graphics, charts and maps in an acceptable electronic format.
- 2) Reproducible Comprehensive Plan document, including 50 copies.
- 3) Copies of Maps from the Comprehensive Plan mounted on foam core boards for display of a suitable size.
- 4) Electronic file of comprehensive Plan document in a Microsoft Office 2003 compatible format.
- 5) Data and maps in AutoCAD 2008 and ESRI ArcInfo/ArcView compatible format.

XI. Miscellaneous Information

- A. **Pre-Submittal Meeting.** A voluntary pre-submittal meeting will be held at **10:00 A.M. on October 17, 2007**, in the City of Sherman Council Chambers, located at 220 W. Mulberry, Sherman, Texas.
- B. **Information Technology.** Any computer based mapping system should integrate with the City of Sherman's current system. At this time the City of Sherman utilizes AutoCAD 2008 as our main mapping tools. Other computer software packages in use by the City are Microsoft Windows XP Professional and Microsoft Office 2003.

- C. **Selection Process.** From a review of the responses received, the City intends to invite several respondents to be interviewed by a Selection Committee. The Selection Committee will present its recommendation to the City Council for approval.

The Selection Committee will base its initial evaluation of qualifications on the following criteria. The Committee's final recommendation will be based upon a combination of the initial scoring and interview responses.

Quality of response, including proposed methodology;
Qualifications & experience of the proposed project team, including potential staff assignments by task;
Recent lead firm experience in comparable projects;
Demonstrated ability to generate public involvement; and
Demonstrated ability to meet schedules and stay within budget

The City of Sherman reserves the right to reject any and all submittals and to waive any irregularities or informalities.

- D. **Method of Compensation.** Following selection, the consultant will provide information for a contract to the City. The City Council has budgeted \$200,000 in the current fiscal year for the Comprehensive Plan Update. However, the Council is committed to obtaining a document that adequately addresses the city's future growth and development needs. The contract with the consultant is to be for a not-to-exceed amount for updating the Comprehensive Plan, with reimbursement upon completion of agreed upon components of work, with a fee schedule for the remainder of requested services. Following selection, the consultant shall be willing and prepared to submit a cost of service for all assigned tasks individually. The Director of Engineering and Utilities and/or his designee will review and approve for payment all invoices submitted by the consultant under the contract.
- E. To further assist the consultant, copies of the 1998 comprehensive Plan, the Zoning Ordinance and the Subdivision Regulations are available for review at the Engineering Department, 220 West Mulberry, Sherman, Texas, from 8 a.m. to 5 p.m. Monday through Friday or on the City's webpage (www.ci.sherman.tx.us).

XII. Contact Information

The following form should be completed and submitted with your submittal.

Company Name	
Address	
City, State, Zip	
Phone Number	
Fax Number	
E-mail Address	

Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

XIII. Conflict of Interest Questionnaire (FORM CIQ)

The following form is a new requirement arising from the passage of House Bill 914 during the 2005 legislative session. It has been enacted as Local Government Code Chapter 176 and became effective on January 1, 2006. The law requires a vendor that wishes to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The questionnaire was created by the Texas Ethics Commission.

Please note that this questionnaire should be completed and submitted with your submittal. This is a requirement of State law. Any questions regarding the completion of the form should be directed to your attorney. Any comments or complaints about this form should be directed to your State representative. All information provided will be posted on the internet as required by law.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

GENERAL CONTRACT INFORMATION FOR OFFERORS

CONTRACT: This submittal, when properly accepted by the City of Sherman, shall constitute a contract equally binding between the successful offeror and the City of Sherman. No different or additional terms will become a part of this contract with the exception of Change Orders.

FUNDING: Funds for payment have been provided through the City of Sherman budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Sherman fiscal year shall be subject to budget approval.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Rita Gaither, Planning and Development Coordinator. If during the life of the contract, the successful offeror's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Sherman.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Sherman.

OFFEROR SHALL PROVIDE with this submittal response, all documentation required or his submittal may be rejected.

THE SUCCESSFUL OFFEROR SHALL defend, indemnify and save harmless the City of Sherman and all officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from submittal award. Successful offeror indemnifies and will indemnify and save harmless the City of Sherman from liability, claim or demand on their part, agents, servants, customers, or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offeror shall pay any judgment with costs which may be obtained against the City of Sherman growing out of such injury or damages.

WAGES: The successful offeror shall pay or cause to be paid, without cost or expense to the City of Sherman, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by

either party with a thirty (30) days written notice prior to any cancellation. The successful offeror must state therein the reasons for such cancellation. The City of Sherman reserves the right to award canceled contract to next lowest and best offeror as it deems to be in the best interest of the City.

TERMINATION FOR DEFAULT: The City of Sherman reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Sherman reserves the right to terminate the contract immediately in the event the successful offeror:

1. fails to meet schedules;
2. defaults in the payment of any fees; or
3. fails to otherwise perform in accordance with specifications.

Breach of contract or default authorizes the City to exercise any or all the following rights:

1. The City of Sherman may take possession of the assigned premises and any fees accrued or becoming due to date; or
2. The City of Sherman may take possession of all goods, fixtures and materials of the successful offeror therein and may foreclose its lien against such personal property applying the proceeds toward fees or thereafter becoming due. In the event the successful offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Sherman shall give the successful offeror written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful offeror, default will be declared and all the successful offeror's rights shall terminate. Offeror, in submitting this submittal, agrees that the City of Sherman shall not be liable to prosecution for damages in the event the City declares the offeror in default.

NOTICE: Any notice provided by this submittal (or required by law) to be given to the successful offeror by the City of Sherman shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Sherman, Texas by Registered or Certified Mail, with sufficient postage affixed thereto, addressed to the successful offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful offeror agrees to protect the City of Sherman from claims involving infringements of patents or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, the City of Sherman may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Sherman Engineering Department (which has the overall contract administration responsibilities) and the successful offeror.

PURCHASE ORDER: A purchase order shall be generated by the City of Sherman to the successful offeror. The purchase order number must appear on all itemized invoices and packing slips. The City of Sherman will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful offeror, (b) name and address of

receiving department and/or delivery location, (c) City of Sherman Purchase Order number, and (d) descriptive information as the equipment delivered, including serial number, quantity, number of containers, etc.

INVOICES shall show all information stated above, shall be issued for each purchase order and shall be mailed directly to the City of Sherman, Engineering Office, 220 W. Mulberry, Sherman, Texas 75090.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder(s) is required to pay subcontractors within ten (10) days. ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specification shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If the item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Sherman.

WARRANTY: Successful offeror shall warrant that all items/services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. The City requires that Seller or Manufacturer warrant to the City the merchantability of the proposed goods and warrant the fitness of the proposed goods/services for the purpose specified in the submittal.

REMEDIES: The successful offeror and the City of Sherman agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas and any lawsuit to interpret or enforce the terms of this agreement must be brought in a court of competent jurisdiction in Grayson County, Texas. This agreement is performable in the City of Sherman, Texas.

ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Sherman.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive Police Chief Tom Watt's Presentation on the Creation of the Texoma Regional Air Support Unit

Issue

Chief Watt will make a presentation to the City Council on the creation of the Texoma Regional Air Support Unit (TRASU)

Background:

TRASU Member Agencies include the Bryan County Sheriff's Office, Grayson County Sheriff's Office, Fannin County Sheriff's Office, Durant Police Department, Denison Police Department, and Sherman Police Department. The initial meeting of this group produced a general understanding that the TRASU would be formed with the goal of combining and sharing resources for the purpose of providing law enforcement flight operations on a regional basis. The TRASU would be under the command and control of the Governing Board, which is comprised of the Chief or Sheriff of the member organizations.

The Bryan County Sheriff's Office has committed the aircraft and personnel necessary to staff the unit. The Grayson County Sheriff's Office, Fannin County Sheriff's Office, Sherman Police Department, Denison Police Department, and Durant Police Department would contribute a minimum of \$5,000.00 each. These funds would be used for fuel, routine maintenance, and equipment necessary to maintain the aircraft in an airworthy condition as required by Federal Aviation Regulations. These funds are not intended to support salaries or benefits for personnel. It is estimated that these funds would provide approximately 160 helicopter flight hours

Operational Oversight Meetings of the Governing Board – The Governing Board would meet on a quarterly basis to discuss matters such as priority of assignments, budget costs, expenditures, accounting, training, and any operational or funding matter sought to be discussed by at least one participant.

Organizational Structure – The Unit Commander, assigned to the Bryan County Sheriff's Office Air Support Unit, would oversee and administer the day-to-day operations, budget, and planning for the unit.

Origination

Police Department

Financial Consideration

\$5,000.00 for the first year of membership; this amount might be reduced or increased each year after the TRASU is formed, depending on operating expenses. If the cost reaches unacceptable levels, a recommendation would be made that the City of Sherman discontinue its membership in the TRASU.

Council Action Requested

Instruct the Police Chief to pursue, and bring back for the City Council's approval, a Memorandum of Understanding for the Texoma Regional Air Support Unit

Alternatives

None recommended

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

Consider Request of the Sherman Noon Lions Club to Solicit Funds for “White Cane Days” at Two Street Corners on Saturday, October 13, 2007

Issue

Consider request of the Sherman Noon Lions Club to solicit funds at two street corners for “White Cane Days” on Saturday, October 13, 2007

Background

The Sherman Noon Lions Club has submitted a request to solicit funds for “White Cane Days” on Saturday, October 13th, at the corner of Loy Lake Road and Taylor Street and at the corner of Travis Street and Taylor Street. As stated in the attached letter from Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, monies collected during “White Cane Days” are used for sight conservation activities, including providing free eye exams and glasses to school children in Sherman and the surrounding area, assisting in funding corneal transplants, contributing guide dogs and training, and providing closed circuit televisions to those considered legally blind. The solicitation of funds would be at traffic light changes and, since the operation would entail people walking in the street and mixing with traffic, it would be done totally at the responsibility of the Lions Club members, as referenced in the attached letter. The event would require traffic support and control from the City of Sherman.

Origination

Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, Sherman Noon Lions Club

Financial Consideration

Labor and equipment to provide traffic support and control

Staff Recommendation

It is recommended that the City Council approve this request and authorize the necessary traffic support and control, with the understanding that the Sherman Noon Lions Club accepts total responsibility for pedestrian exposure to traffic.

Alternatives

Prohibit the solicitation of funds at street corners

Attachments

Request of Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, dated September 13, 2007
Map of Event Locations

Prepared and Approved by:
George Olson, City Manager

September 13th, 2007

To The Sherman City Council:

The Sherman Noon Lions Club has declared October 13th of this year to be *White Cane Days*. As in the past, we are asking the City Council for permission to solicit funds at two street corners on Saturday, October 13th:

Corner of Taylor and Travis
Corner of Taylor and Loy Lake

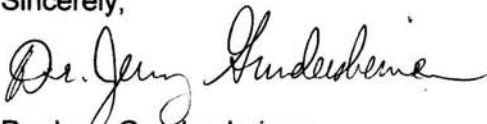
Lions International has a blanket insurance policy to protect Lions who participate.

The purpose of the White Cane Drive is to solicit funds for our sight conservation activities. These funds are used to provide free eye exams and glasses to school children in Grayson County, and to support the Lions District 2-E2 Organ and Eye Bank. The Eye Bank provides eyes and corneas for transplant.

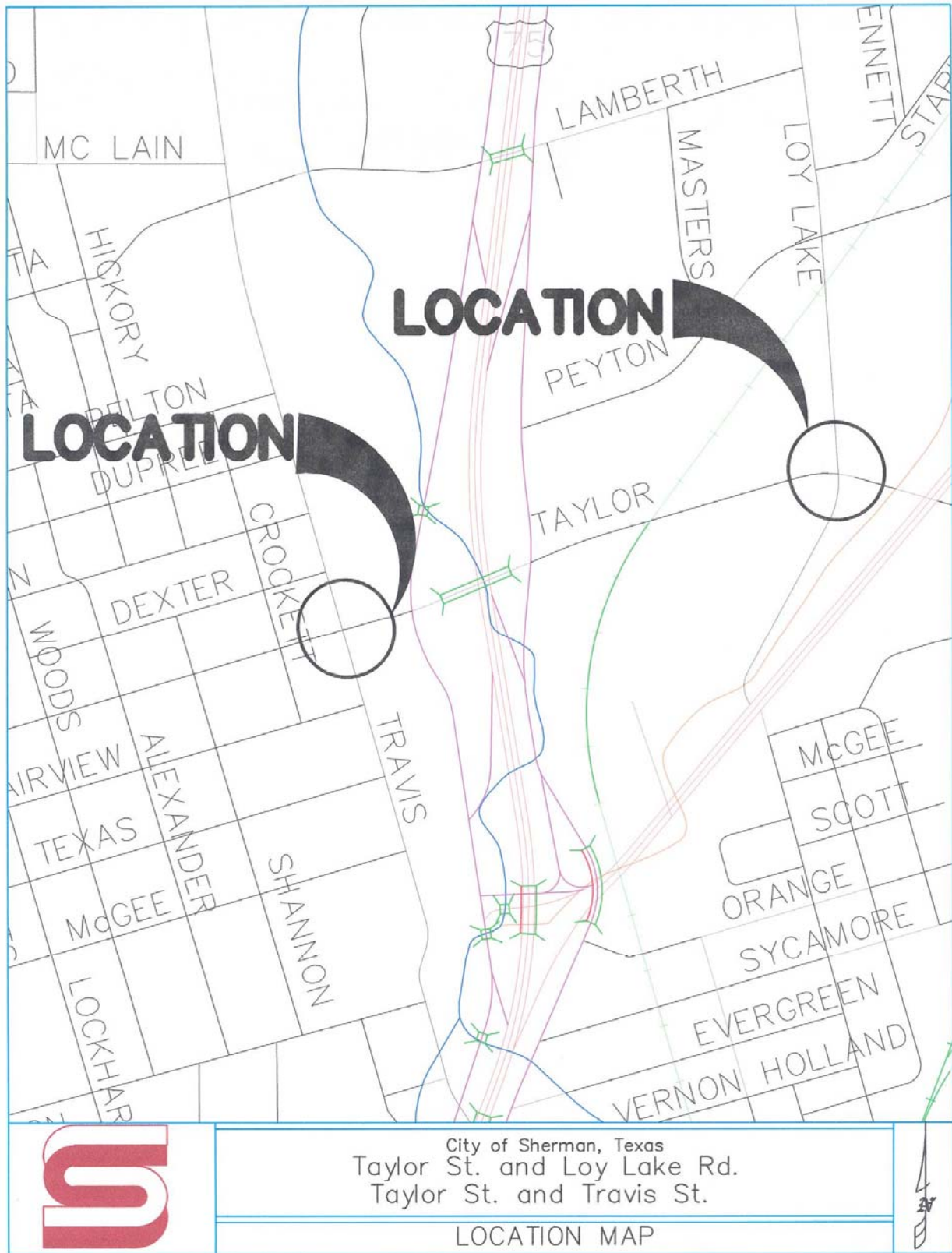
We would also like to request a proclamation from the Mayor, declaring Saturday, October 13th White Cane Day in Sherman. Please let me know if this will be possible and when to attend the Council meeting.

We appreciate your kind support in the past and hope that you grant us permission again this year to perform this very important funds drive. Thank you very much.

Sincerely,



Dr. Jerry Gundersheimer
Chairman, White Cane Days
115 W. Lamberth Rd., Ste. C
Sherman, TX 75092
(903) 868-1135





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

Special Consideration to Ordinance No. 2252, Article IV, Section 410 (2)(j), for Site Plan Approval for a Proposed Trailer Dock in the Blalock Industrial Park District at 3221 Northgate Drive (Northgate Development Trust, Owner; FedEx Ground, Tenant)

Issue

To consider the request of Northgate Development Trust (Owner) and FedEx Ground (Tenant) for special consideration for site plan approval for a temporary 8' x 53' trailer dock for eleven months in the Blalock Industrial Park District at 3221 Northgate Drive. The proposed trailer dock is a trailer of a truck that has docking bays cut into its side and roll up doors.

Background

Blalock Industrial Park District: *No building permit for the construction of any building or buildings on any tract shall be issued unless and until the building inspector of the City of Sherman, and superior authority, where necessary, has approved the site plan for the tract for which application is made showing not only types and locations of building or building, but also lay-out of parking areas and areas for unloading and loading.* FedEx Ground is currently operating at 10% over their peak December shipping a year ago. They are planning an expansion of the building in the first part of 2008.

Origination

Northgate Development Trust, Owner; FedEx Ground, Tenant

Board Recommendation

At the regular meeting on September 18, 2007, the Planning and Zoning Board voted 9/0 to approve the site plan and to forward the request to the City Council.

Attachments

Location Map

Photographs

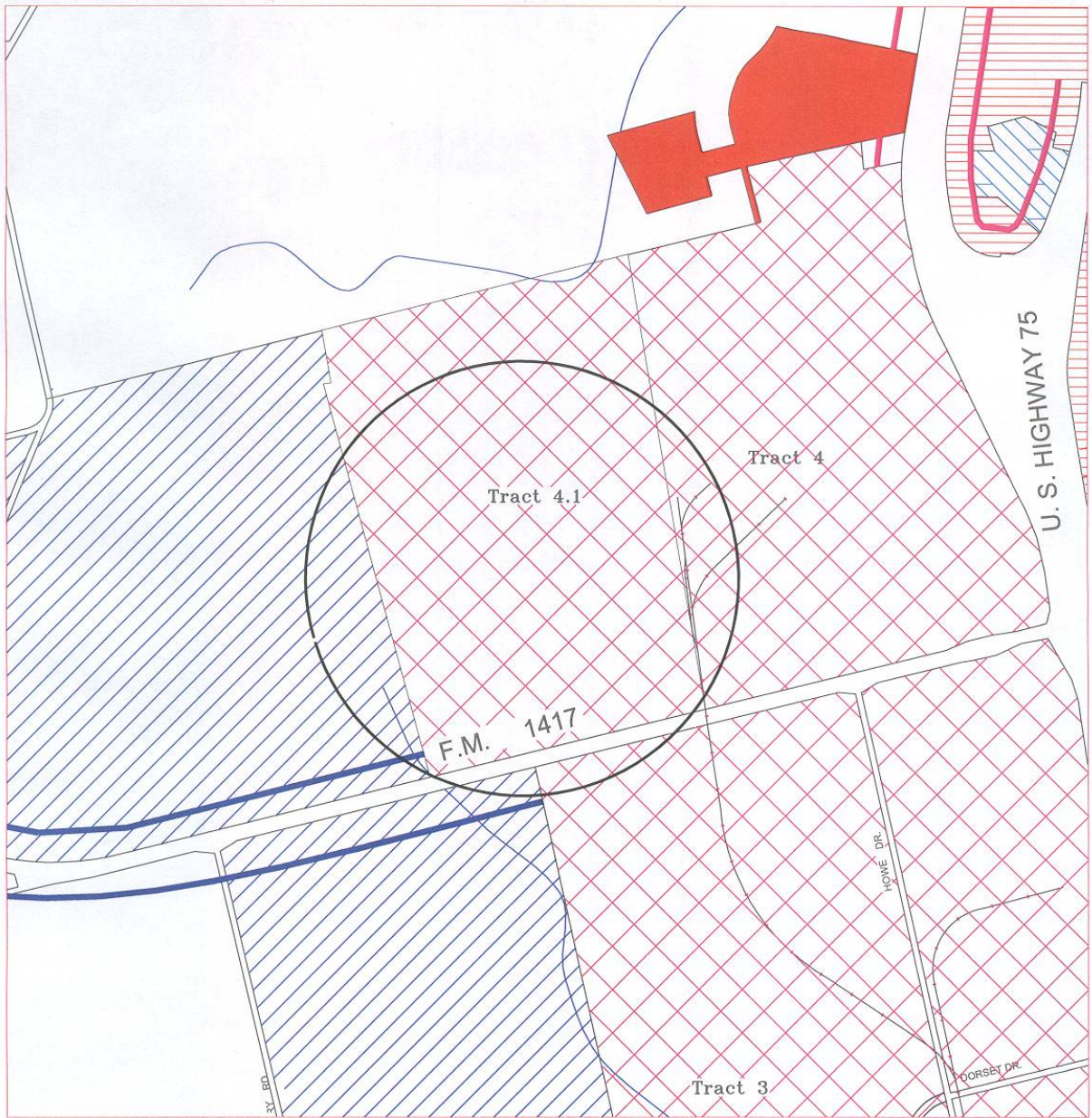
Letter

Site Plan

P&Z Communications Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

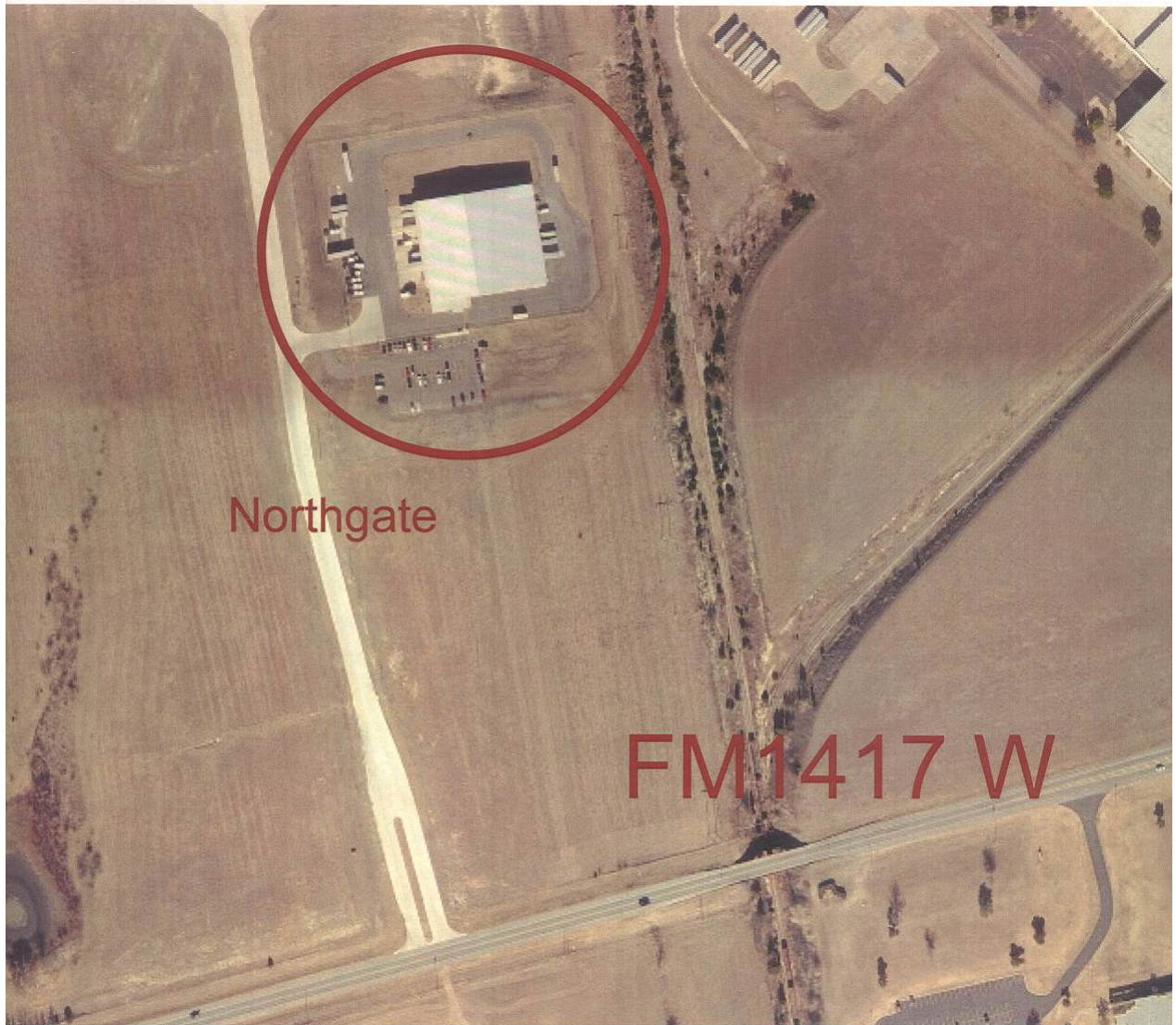
R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		BLALOCK INDUSTRIAL PARK
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 82
C-1	RETAIL BUSINESS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



3221 Northgate Drive Site Plan

Department of Developmental Services





(c) Copyright

Scale: 1 inch = 250.0 feet

3221 Northgate Dr.



Facilities and Material
Handling Systems
1000 FedEx Drive
Moon Township, PA 15101

Telephone 412.269.1000
Fax 412.859.2854



September 11, 2007

Scott Shadden C.B.O.
Director of Developmental Services
City of Sherman
220 W. Mulberry
Sherman, Texas 75090-1106

RE: Proposed trailer dock for Sherman, TX facility
3221 Northgate Drive, Sherman, TX 75092

Dear Mr. Shadden,

FedEx Ground anticipates the use of the proposed trailer dock for approximately 11 months or less. A building expansion is planned at this location and is currently scheduled for completion by end of August 2008, this will eliminate the need for the trailer dock.

Please contact me should you have any questions or require additional information.

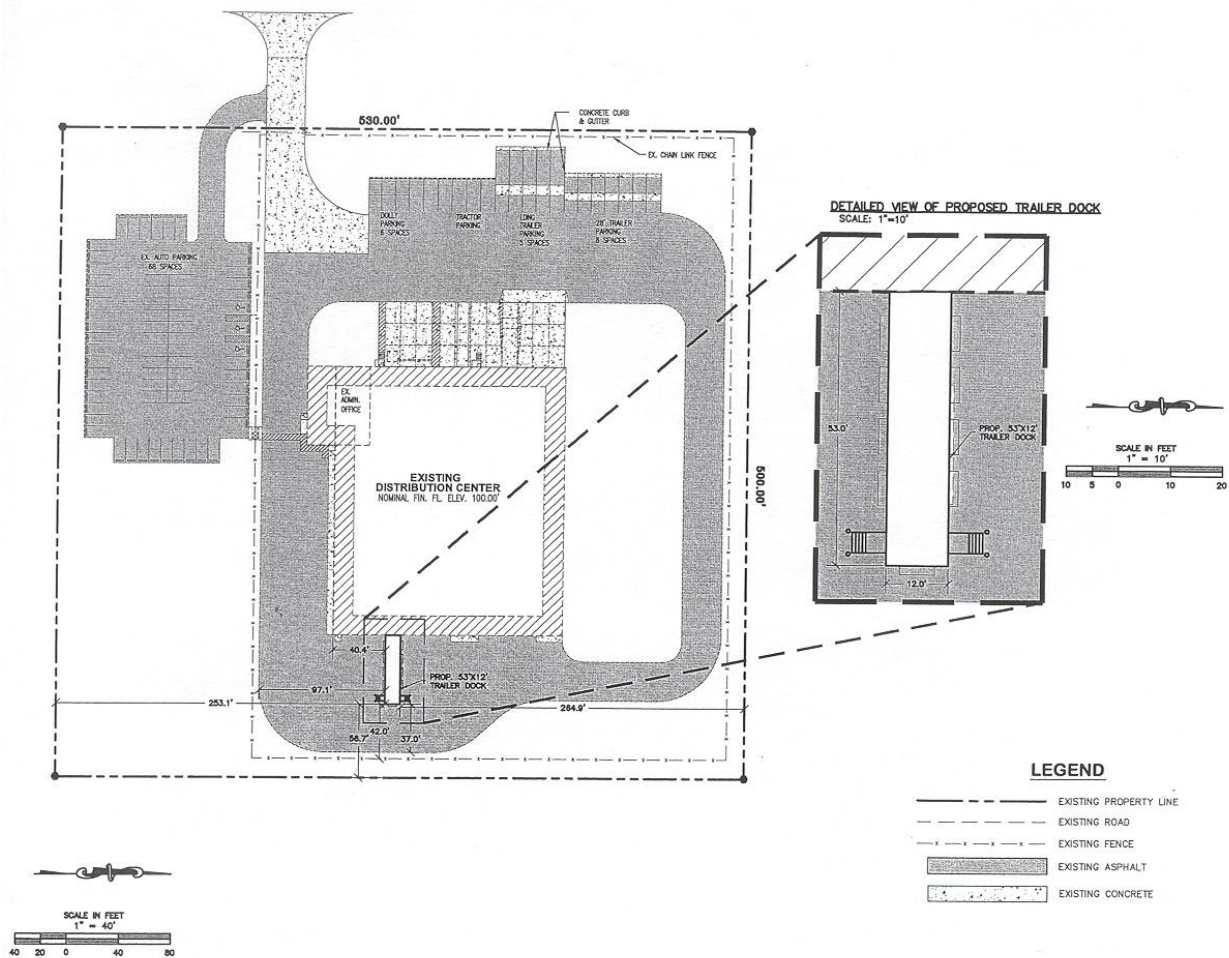
Sincerely,

A handwritten signature in cursive script, appearing to read "J. Jamison".

Jennifer Jamison, P.E.
Manager, Project Engineering – Special Projects
Facilities and Material Handling Systems
FedEx Ground

Ph: 412-498-5976
Jennifer.Jamison@fedex.com

cc: G. Gibala, R. Jones- Vortex, project file



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City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

3221 Northgate Drive
Lot 3, Block 1, Northgate Business Park, Phase One
Site Plan

Requested Action/Proposed Use:

Site plan approval to Ordinance No. 2252, Article IV, Section 410 (2)(j) for a proposed trailer dock in the Blalock Industrial Park District.

Adjacent Zoning:

M-1 (Light Manufacturing) District and Blalock Industrial Park

Origination:

Northgate Development Trust (Owner), FedEx Ground (Tenant) and Robert W. Jonell (Representative)

Considerations:

Master Plan Designation: Industrial

Number of notices mailed:

32

Objections Received:

0

Attachments:

Location map
Photographs
Site Plan

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

**Replat Approval of a Portion of Tract 2 of the Sherman Hills Country Club Addition Golf Course Tracts, being 6.3 acres in a portion of Tract 2 in the Sherman Hills Country Club Addition Golf Course Tracts; Sherman Hills, LLC, Owner
(1800-2600 Blocks of U.S. Highway 75 South)**

Issue

To consider Replat approval of a Portion of Tract 2 of Sherman Hills Country Club Addition Golf Course Tracts, being 6.3 acres located in the 1800-2600 Blocks of U.S. Highway 75 South (Sherman Hills, LLC, Owner)

Background

The property is located in the 1800-2600 Blocks of U.S. Highway 75 South. The owner would like to replat the property to realign the boundaries of the golf course.

Origination

Sherman Hills, LLC (Owner); Dan Murray (Representative); Teague, Nall and Perkins (Engineers); and Underwood Drafting and Surveying (Surveyor)

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



**1800-2800 US Hwy 75 South
REPLAT**

Department of Developmental Services





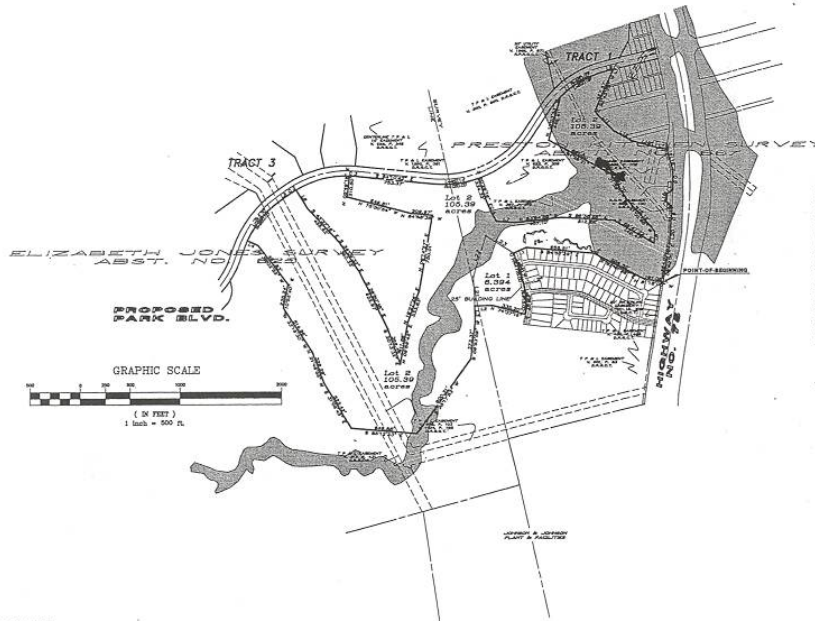
(c) Copyr

Scale: 1 inch = 250.0 feet

1800-2600 Blocks Hwy 75 S.



CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C 1	68.09	430.00	73°04'	S 18°21'44" E	59.00
C 2	68.09	430.00	73°04'	S 66°42'44" W	68.09
C 3	68.23	430.00	73°04'	N 88°10'10" W	68.23
C 4	284.06	1138.00	110°31'	S 28°18'12" E	284.06
C 5	284.41	1138.00	110°31'	N 61°41'44" W	284.41
C 6	176.35	1138.00	72°42'	N 28°30'16" E	176.35



KNOWN ALL MEN BY THESE PRESENTS:
That I, Douglas M. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas M. Underwood
Registered Professional
Land Surveyor, No. 4709

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Douglas M. Underwood, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2007.

Notary Public in and for
the State of Texas
Commission Expires _____, 2007.

DENIS
SHERMAN HILLS COUNTRY CLUB LTD.
300 CLEVELAND ROAD
SANTA BARBARA, CALIF.

SURVEYOR
DOUGLAS M. UNDERWOOD
S.P.L.S. NO. 4709
3404 INTERMEDIAN ROAD
SHERMAN, TEXAS

UNDERWOOD
DRAFTING & SURVEYING, INC.

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100	N 88°28'00" E	138.84

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
That the Sherman Hills Country Club, Ltd., being the owners of the heretofore described property hereinafter described, and jointly and severally with the City of Sherman, Texas, do hereby dedicate to the public use and enjoyment of the public the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities existing to use or using same. Any public or private utility shall have the right to remove and later reinsert all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way encroach or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips or any public or private utility strip, at all times, have the right to right-of-way, and shall have the right to use the easement strips for the purpose of constructing, reconstructing, repairing, putting, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS OUR HANDS this ____ day of _____, 2007.

Hugh Thurman, President

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Hugh Thurman known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2007.

Notary Public in and for
the State of _____
Commission Expires _____, 2007.

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat is a true and correct copy of the original plat on file in the City Clerk's office, and that the City Clerk has no objection to the same being recorded in the public records of the State of Texas.

Witness my hand this ____ day of _____, 2007.

Clerk, City of Sherman, Texas

Accepted by the City Council of the City of Sherman.

Mayor, City of Sherman, Texas Date

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

1800-2800 Blocks of U.S. Highway 75 South
6.3 acres in the Elizabeth Jones Survey, Abstract No. 625
And the Preston Kitchens Survey, Abstract No. 667
Replat

Requested Action/Proposed Use:

Replat of a Portion of Tract 2 of Sherman Hills Country Club Addition Golf Course Tracts

Adjacent Zoning:

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

Origination:

Sherman Hills, LLC (Owner), Dan Murray (Representative) and Teague, Nall and Perkins (Engineers) and Underwood Drafting & Surveying (Surveyors)

Considerations:

Master Plan Designation: Residential/Floodplain

Attachments:

Location map
Photographs
Replat
Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

Sherman Hills LLC
500 Greenoble Rd.
Santa Barbara, CA 93105

Dan Murray
1604 S. Sam Rayburn Freeway West
Sherman, Texas 75090

Dear Applicant,

The request for approval of a Replat of a Portion of Tract 2 of Sherman Hills Country Club Addition Golf Course Tracts in the 1800-2800 Blocks of U. S. Highway 75 South has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility companies stating the availability of service and adequacy of the easements are required. (City will contact)
2. Original tax certificates shall be furnished prior to recording of the plat. It is recommended that the runoff from the site not be directed onto adjoining properties.
3. The escrow money required to be paid as part of the development of Sherman Hills Country Club Addition Golf Course Tracts is due prior to this replat being filed.
4. Curve 3 does not match field notes.
5. Please show the several existing TP& L easements which are labeled but cannot be seen on the plat.
6. Bearings and distances within the darkened flood plain area cannot be read and therefore cannot be checked. Please enlarge or clarify printing.
7. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Teague, Nall & Perkins



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

**Final Plat Approval of The Preserve, Phase I, being 20.1931 acres
in the Elizabeth Jones Survey, Abstract No. 625; Country Ridge North, LLC, Owner;
Tipton Engineering, Inc., Engineers/Surveyors
(4300-4600 Blocks of Quail Run Road)**

Issue

To consider the Final Plat approval of The Preserve, Phase I, being 20.1931 acres in the Elizabeth Jones Survey, Abstract No. 625, located in the 4300-4600 Blocks of Quail Run Road; Country Ridge North, LLC, Owner; Tipton Engineering, Inc., Engineers/Surveyors

Background

The property is located in west Sherman between F.M. 1417 South and Friendship Road South. Access will be from Quail Run Road off of F.M. 1417. The plat consists of 20.1931 acres; and the owner would like to develop the tract into 71 lots for residential development.

Origination

Country Ridge North, LLC (Owner); Tipton Engineering, Inc. (Engineer/Surveyor)

Board Recommendation

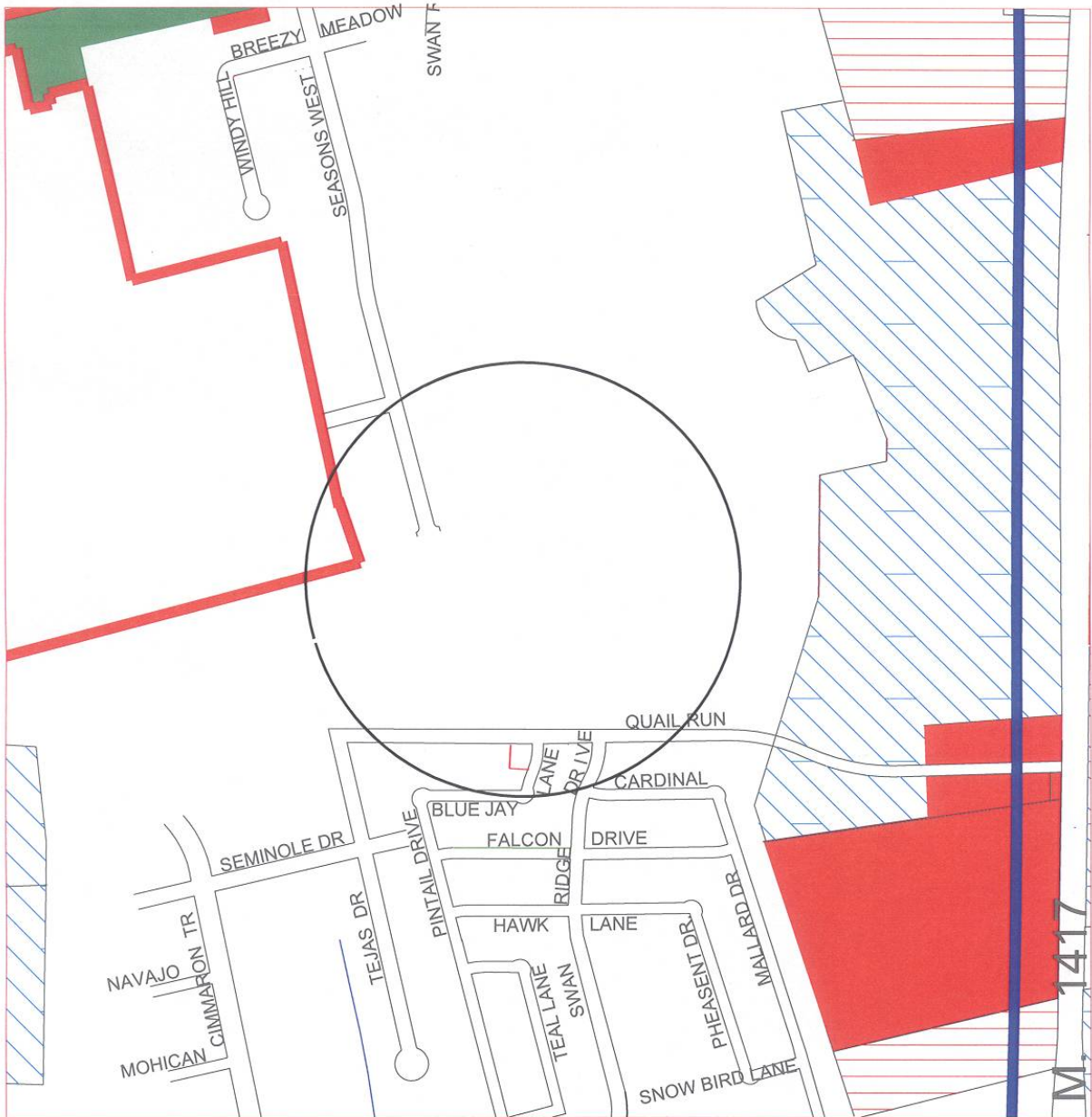
At the September 18, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



4300--4600 QUAIL RUN RD FINAL PLAT

Department of Developmental Services





(c) Copyright

Average Scale: 1 inch = 289.0 feet

ALAN SCOTT FRANCIS, TRUSTEE
Volume 2480, Page 477

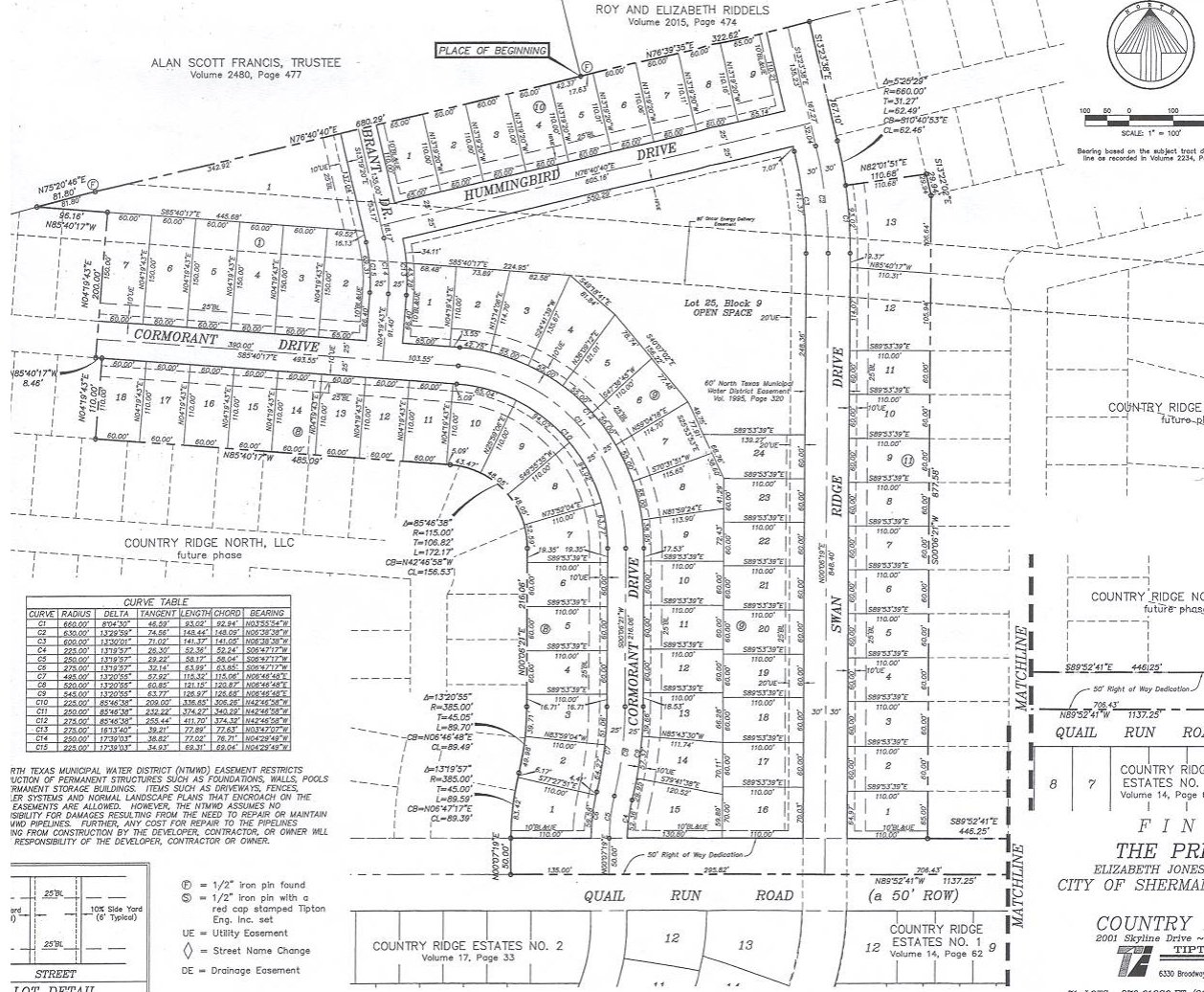
ROY AND ELIZABETH RIDDELS
Volume 2016, Page 474

PLACE OF BEGINNING



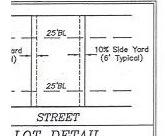
SCALE: 1" = 100'

Bearing based on the subject tract deed
line as recorded in Volume 2254, Page



CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C1	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C2	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C3	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C4	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C5	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C6	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C7	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C8	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C9	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C10	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C11	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C12	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C13	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C14	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E
C15	85.00'	134.20'	66.89'	134.20'	134.20'	N85°35'54" E

RTH TEXAS MUNICIPAL WATER DISTRICT (RTMWD) EASEMENT RESTRICTS
LOCATION OF PERMANENT STRUCTURES SUCH AS FOUNDATIONS, WALLS, POOLS,
PERMANENT STORAGE BUILDINGS, ITEMS SUCH AS DRIVEWAYS, FENCES,
IR SYSTEMS AND NORMAL LANDSCAPE PLANTS THAT ENCRONCH ON THE
EASEMENTS ARE ALLOWED. HOWEVER, THE RTMWD ASSUMES NO
LIABILITY FOR DAMAGES RESULTING FROM THE NEED TO REPAIR OR MAINTAIN
AND PIPELINES. FURTHER, ANY COST FOR REPAIR TO THE PIPELINES
INCURRED FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR, OR OWNER SHALL
RESPONSIBILITY OF THE DEVELOPER, CONTRACTOR OR OWNER.



- ① = 1/2" Iron pin found
- ② = 1/2" Iron pin with a red cap stamped Tipton Eng. Inc. set
- UE = Utility Easement
- ◇ = Street Name Change
- DE = Drainage Easement

COUNTRY RIDGE ESTATES NO. 2
Volume 17, Page 33

COUNTRY RIDGE ESTATES NO. 1
Volume 14, Page 62

F I N A
THE PRE
ELIZABETH JONES
CITY OF SHERMAN,

COUNTRY R
2001 Skyline Drive ~ 1
TIPTON
6330 Broadway B

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

4300-4600 Blocks of Quail Run Road
20.1931 acres in the Elizabeth Jones Survey, Abstract No. 625
Final Plat

Requested Action/Proposed Use:

Final Plat of The Preserve, Phase I

Adjacent Zoning:

R-1 (One and Two Family Residential) District

Origination:

Country Ridge North, LLC (Owners) and Tipton Engineering, Inc. (Engineers/Surveyors)

Considerations:

Master Plan Designation: Residential

Attachments:

Location map
Photographs
Plat
Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

Country Ridge North, LLC
2001 Skyline Drive, Ste. A-145
Sherman, Texas 75092

Tipton Engineering, Inc.
6330 Broadway, Ste. C
Garland, TX 75043

Dear Applicant,

The request for approval of a Final Plat for The Preserve – Phase 1 located in the 4300-4600 Blocks of Quail Run Road will be considered by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. All requirements of the preliminary plat shall be followed.
2. Letters from the various utility companies stating the availability of service and adequacy of the easements are required. (City will contact)
3. Original tax certificates shall be furnished prior to recording of the plat. It is recommended that the runoff from the site not be directed onto adjoining properties.
4. The surveyor's seal and signature is required.
5. The Brant Drive shall align with Seasons West Avenue and the name changed.
6. The adjacent subdivision of Seasons West Addition shall be shown on the plat.
7. The curve length on the drawing and the field notes do not agree for the curve with a central angle of 13°20'55" located on the southwest side of the proposed plat.
8. On site storm water detention is required.
9. Verification is required that the capacity of the existing 10" sanitary sewer is adequate for this development.
10. The extreme depth of the sewer mains shown in the construction drawings will not be allowed.
11. All requirements of NTMUD must be met to utilize the existing easement for road or utility construction.
12. All requirements of TXU must be met to utilize easement for road or utility construction.
13. Easement on Lot 14, Block 8 is not labeled. This discharge point will require that a drainage easement be dedicated from the adjacent undeveloped property.
14. A copy of the home owner's association agreement shall be furnished for review prior to filing the plat.

Page two
The Preserve – Phase I
September 12, 2007

15. Eleven (11) lots are shown with less than the required 60 foot of street frontage. If not located in a cul-de-sac, R-1 (One and Two Family Residential) District lots are required to have 60 foot of street frontage at the right-of-way line.
16. Lot 25, Block 9 designated as open space must be marked as an unbuildable lot and maintained by the home owner's association.
17. Cormorant Drive shall have a cul-de-sac or turn around on the west end. One is shown in the construction plans but lies off site of the dedicated plat. It needs to be covered in a separate dedication or easement.
17. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.7

*** OTHER BUSINESS**

Final Plat Approval of the Vista Norte Addition, Phase Two, being 43.235 acres in the W. F. Patterson Survey, Abstract No. 969; Tricon Sherman I., L.P., Owner; Vilbig and Associates, Engineer; and Helvey and Associates Surveying, Inc., Surveyor (4500-4800 Blocks of Pecan Grove Road)

Issue

To consider Final Plat approval of the Vista Norte Addition, Phase Two, being 43.235 acres in the W. F. Patterson Survey, Abstract No. 969, located in the 4500-4800 blocks of Pecan Grove Road; Tricon Sherman I., L.P., Owner; Vilbig and Associates, Engineer and Helvey and Associates Surveying, Inc., Surveyor

Background

The property is located south of Vista Norte, Phase I off of Fallon Drive, near Midway Mall. The owner would like to plat the property into nineteen (19) lots for residential development.

Origination

Tricon Sherman I., L.P. (Owner); Vilbig and Associates (Engineer); and Helvey and Associates Surveying, Inc. (Surveyor)

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map

Photos

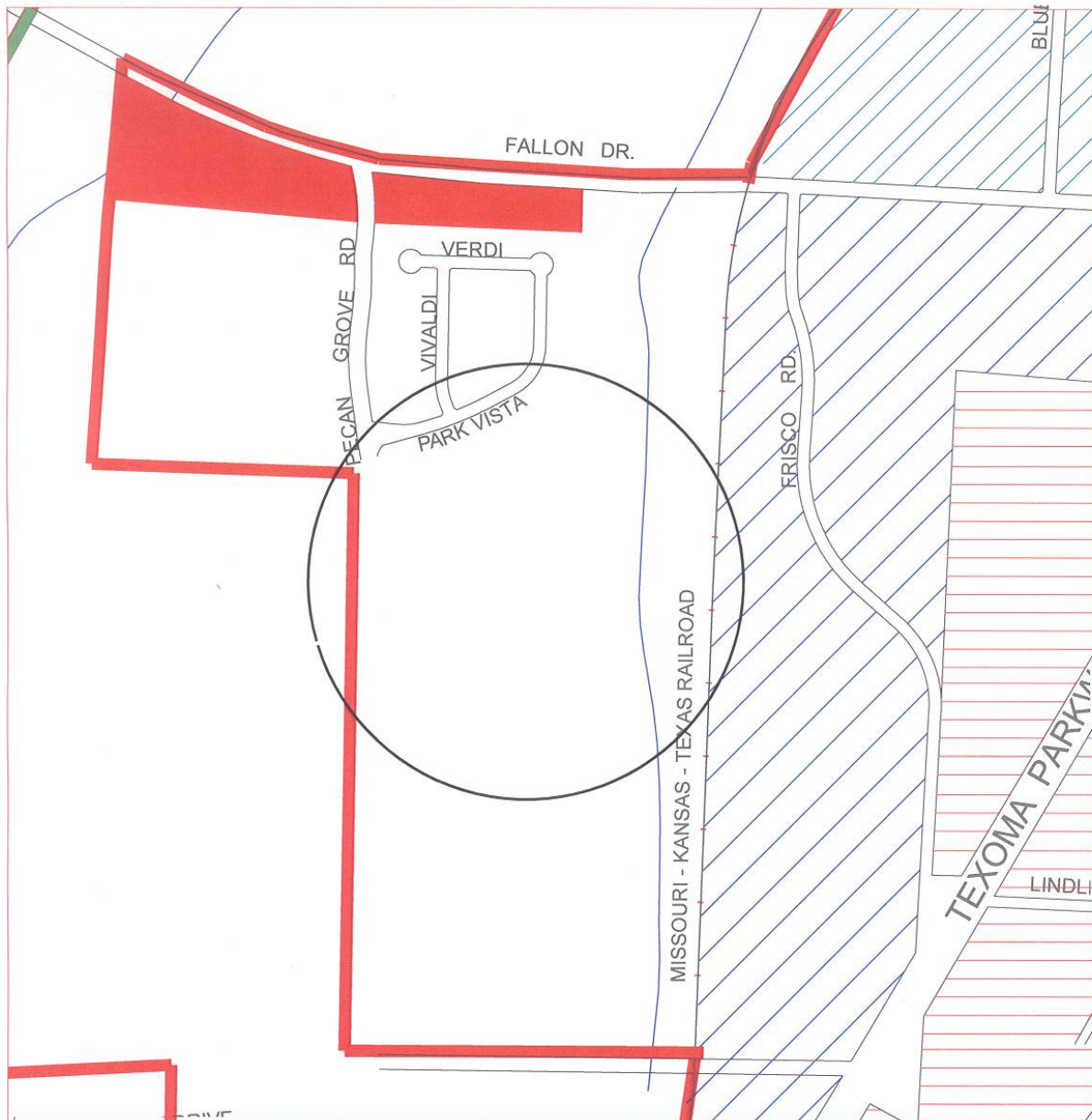
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



4500 BLK PECAN GROVE FINAL PLAT

Department of Developmental Services

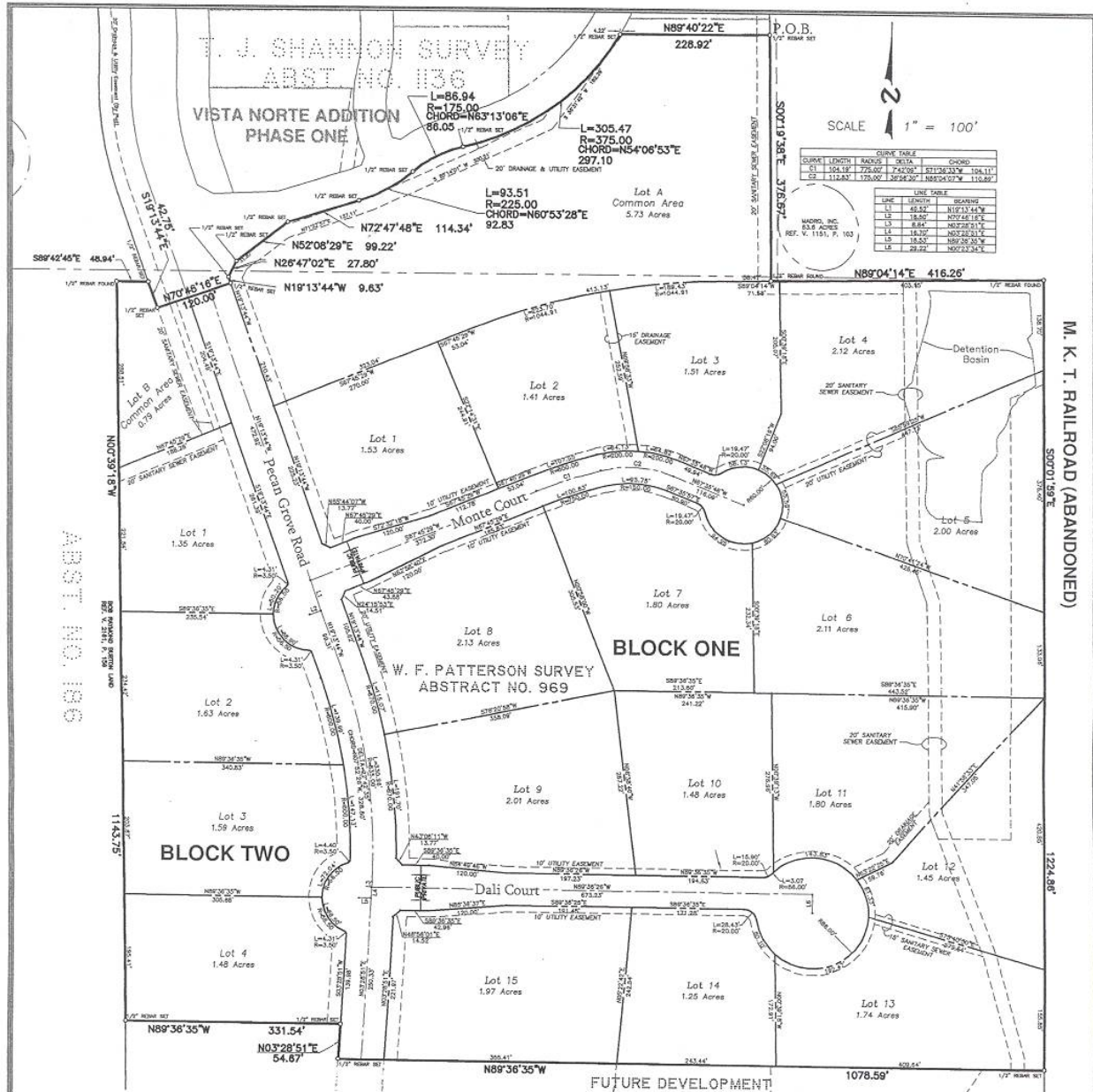


PECAN GROVE ROAD



(c) Copyright

Scale: 1 inch = 250.0 feet



VISTA NORTE ADDITION PHASE TWO

TO THE
CITY OF SHERMAN
43.235 ACRES
IN THE W. F. PATTERSON SURVEY
ABSTRACT NO. 969
GRAYSON COUNTY, TEXAS
OWNER & DEVELOPER
TRICON SHERMAN I.L.P.
BRADLEY L. NASS, LIMITED PARTNER
1728 ALPINE DR., SHERMAN, TEXAS, 75092
(903) 893-5840



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

4500-4800 Blocks of Pecan Grove Road
43.235 acres in the W.F. Patterson Survey, Abstract No. 969
Final Plat

Requested Action/Proposed Use:

Final Plat of Vista Norte Addition, Phase Two

Adjacent Zoning:

R-1 (One and Two Family Residential) District

Origination:

Tricon Sherman I., L.P. (Owner) and David Vilbig, Vilbig & Associates (Representative) and Helvey & Associates Surveying, Inc. (Surveyor)

Considerations:

Master Plan Designation: Residential

Attachments:

Location map
Photographs
Plat
Staff Review Letter

Prepared by:
Rita Gaither,
Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 13, 2007

Brad Nass
1728 Alpine Drive
Sherman, Texas 75092

Dear Applicant,

The request for approval of a Final Plat of Vista Norte II concerning the property located in the 4500-4800 Blocks of Pecan Grove Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. All requirements of the revised preliminary plat shall be followed.
2. Letters from the various utility companies stating the availability of service and adequacy of the easements are required. (City will contact)
3. Original tax certificates shall be furnished prior to recording of the plat. It is recommended that the runoff from the site not be directed onto adjoining properties.
4. The surveyor's seal and signature is required.
5. A twenty (20) foot wide easement is required at the rear of Lots 1, 2 and 3, Block One.
6. Remove or clarify the unlabeled easement line at the rear of Lots 5, 6, 11 and 12, Block One.
7. The detention basin shall be moved outside the limits of the sanitary sewer easement.
8. All utility easements shall be twenty (20) feet wide.
9. The private storm sewer shown to be placed in the easement between Lot 4 and Lot 5, Block One and Lot 11 and Lot 12, Block Two shall be moved to a private easement area.
10. Lot A, Block One and Lot A, Block Two are not buildable lots and shall be indicated as such on the final plat.
11. The private portion of Monte Court and Dali Court shall be assigned a lot number as they are private property belonging to the home owners association.
12. The entire private street lots shall be contained in a utility and access easement.
13. All sidewalks along Pecan Grove Road shall be located in the street right-of-way or unbuildable tract belonging to the home owners association as in Section I.
14. The existing sewer force main easement shall be shown and located with detail on the plat.
15. The twenty (20) foot sanitary sewer easement along the eastern lots shall be located with more detail on the plat.
16. The separation point from public dedication to private maintenance on Monte Court and Dali Court shall be more clearly defined.
17. The half moon radii show on the west side of Pecan Grove Road shall be removed from the dedication.

Page two
Vista Norte II
September 12, 2007

18. Developer shall follow requirements of city regarding gated communities. A copy of the home owner's association's agreement shall be furnished for review prior to regarding the plat.
19. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Helvey & Associates Surveying, Inc.
	Vilbig & Associates, Inc.	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.8

*** OTHER BUSINESS**

Replat Approval of the J. D. Miller Addition and the Derl and Frances Tucker Property, being 0.27 acres in the J.B. McAnair Survey, Abstract No. 763 and Lots 1 and 2, Block 1 of the J. D. Miller Addition; Team Young Properties, LLC and Derl and Frances Tucker, Owners (900 Block of West Birge and 1014 North Lockhart)

Issue

To consider Replat approval of the J. D. Miller Addition and the Derl and Frances Tucker property, being 0.27 acres in the J.B. McAnair Survey, Abstract No. 763 and Lots 1 and 2, Block 1 of the J. D. Miller Addition; Team Young Properties, LLC and Derl and Frances Tucker, Owners, located in the 900 Block of West Birge Street and 1014 North Lockhart Street.

Background

The property is located at the northeast corner of West Birge Street and Lockhart Street. The owner at 1014 North Lockhart would like to enlarge his lot for his recreational vehicle parking and driveway. The property will be replatted into three lots, enlarging Lot 3.

Origination

Team Young Properties, LLC and Derl and Frances Tucker, Owners

Board Recommendation

At the September 18, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map

Photos

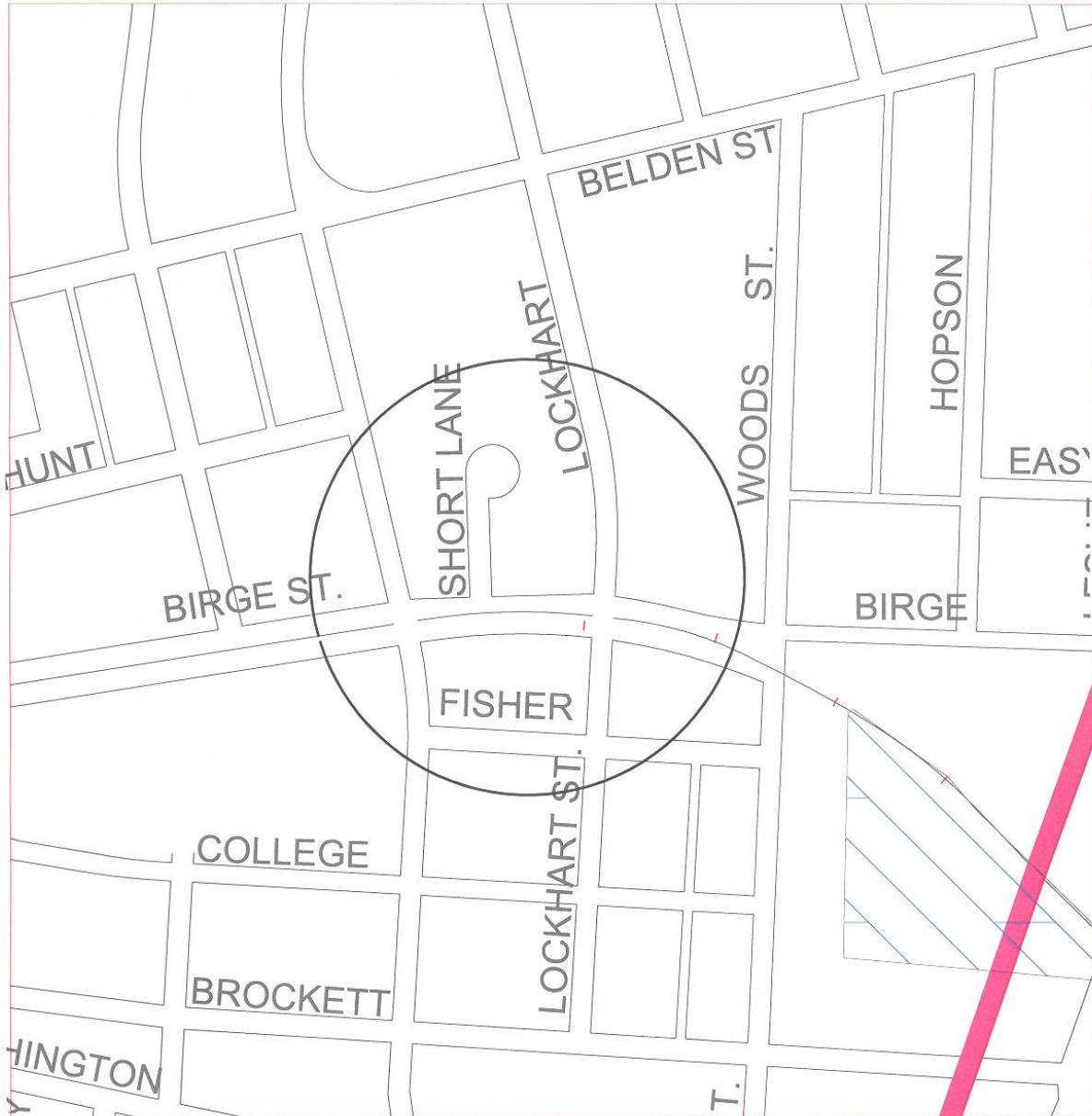
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



900 BLK WEST BIRGE REPLAT

Department of Developmental Services





BIRGE

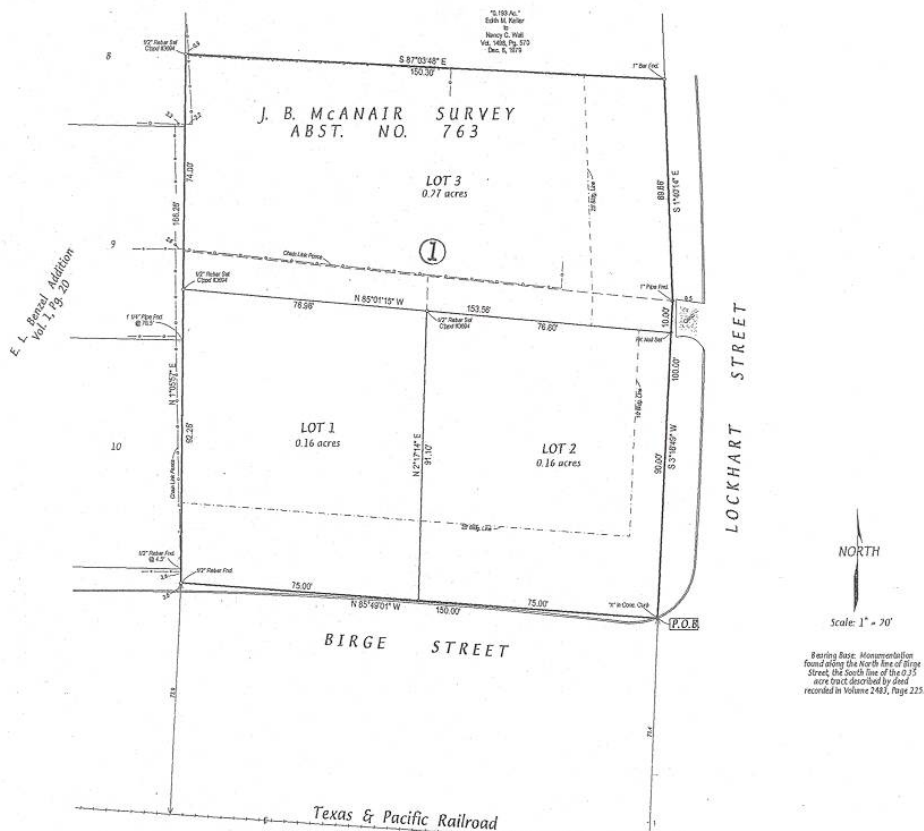
LOCKHART

Scale: 1 inch = 40.0 feet

(c) Copyright 200

900 Block W. Birge & 1014 N. Lockhart





Replat of the
J. D. MILLER ADDITION
and the
Derl & Frances Tucker Property
Out of the J. B. McAnair Survey, Abstract No. 763
to the
CITY of SHERMAN, TEXAS



Owner & Developer
Team Young
Properties,
Derl W. Tucker &
Frances R. Tucker

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
September 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Kelsel Thompson, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

Jason Bethel, Commissioner
John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner

900 Block of West Birge and 1014 North Lockhart
0.27 acres in the J.B. McAnair Survey, Abstract No. 763 and
Lots 1 & 2, Block 1, J.D. Miller Addition,
Replat

Requested Action/Proposed Use:

Replat of Lots 1 & 2, Block 1, J.D. Miller Addition and Derl & Frances Tucker Property

Adjacent Zoning:

R-1 (One and Two Family Residential) District

Origination:

Team Young Properties, LLC and Derl and Frances Tucker (Owners) and Sartin and Associates, Inc. (Surveyors)

Considerations:

Master Plan Designation: Residential

Number of notices mailed:

29

Objections Received:

0

Attachments:

Location map
Photographs
Replat
Staff Review

Prepared by:

Rita Gaither,
Development Coordinator

Approved by:

Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

September 12, 2007

Team Young Properties, LLC
3101 Sherbrooke
Sherman, Texas 75092

Derl Tucker
1014 N. Lockhart
Sherman, Texas 75092

Dear Applicant,

The request for approval of a replat concerning the property located at 900 Block of West Birge and 1014 North Lockhart has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility companies stating the availability of service and adequacy of the easements are required. (City will contact)
2. Original tax certificates shall be furnished prior to recording of the plat. It is recommended that the runoff from the site not be directed onto adjoining properties.
3. The north property line bearing does not match the bearing in the field notes.
4. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

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

CC:	George Olson, City Manager	Perry Elliott, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Sartin and Associates, Inc.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.9

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.10

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

Subject: Agenda Item No. D.11

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

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 551.074

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)**
- (b) Discussion of Performance Standards, Goals and Objectives for City Manager**
- (c) Annual Review of City Attorney**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

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: 10-1-2007

Subject: Agenda Item No. F.2

RESOLUTION NO. 5105

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 834. The City of Sherman has been allocated 311 votes. We would need to secure 523 more votes to assure the election of the candidate that we nominate. Nominations must be received by the Appraisal District by October 15th.

Origination

Grayson Central Appraisal District

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. 5105

Letter from Chief Appraiser Teresa Parsons dated September 24, 2007

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5105

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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
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, 2007

George Olson, City Manager
City of Sherman
P.O. Box 1106
Sherman, TX 75091

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:

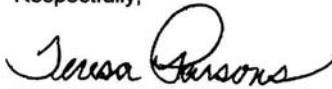
311

The next step in the election process is nomination of candidates. **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 must be submitted to the Chief Appraiser before October 15th.** Board members serve 2-year terms, the next term running from January 1, 2008 to December 31, 2009. 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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 10-1-2007

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: 10-1-2007

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue
	1	2
7	8	9
14	15	16
21	22	23
28	29	30

Wed	Thu
3	4
10	11
17	18
24	25
31	

JULY

Sun	Mon
1	2
8	9
15	16
22	23
29	30

Tue	Wed	Thu	Fri	Sat
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY

Sun	Mon	Tue
4	5	6
11	12	13
18	19	20
25	26	27

Wed	Thu	Fri	Sat
	1	2	3
7	8	9	10
14	15	16	17
21	22	23	24
28			

AUGUST

Sun	Mon
5	6
12	13
19	20
26	27

Tue	Wed	Thu	Fri	Sat
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

MARCH

Sun	Mon	Tue
4	5	6
11	12	13
18	19	20
25	26	27

Wed	Thu	Fri	Sat
	1	2	3
7	8	9	10
14	15	16	17
21	22	23	24
28	29	30	31

SEPTEMBER

Sun	Mon
2	3
9	10
16	17
23	24
30	

Tue	Wed	Thu	Fri	Sat
				1
5	6	7	8	
12	13	14	15	
19	20	21	22	
26	27	28	29	

APRIL

Sun	Mon	Tue
1	2	3
8	9	10
15	16	17
22	23	24
29	30	

Wed	Thu	Fri	Sat
4	5	6	7
11	12	13	14
18	19	20	21
25	26	27	28

OCTOBER

Sun	Mon
	1
7	8
14	15
21	22
28	29

Tue	Wed	Thu	Fri	Sat
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

MAY

Sun	Mon	Tue
6	7	8
13	14	15
20	21	22
27	28	29

Wed	Thu	Fri	Sat
2	3	4	5
9	10	11	12
16	17	18	19
23	24	25	26
30	31		

NOVEMBER

Sun	Mon
4	5
11	12
18	19
25	26

Tue	Wed	Thu	Fri	Sat
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

JUNE

Sun	Mon	Tue
3	4	5
10	11	12
17	18	19
24	25	26

Wed	Thu	Fri	Sat
		1	2
7	8	9	
14	15	16	
21	22	23	
28	29	30	

DECEMBER

Sun	Mon
2	3
9	10
16	17
23	24
30	31

Tue	Wed	Thu	Fri	Sat
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
03/28/07 - 12:00 Noon Called Meeting re: Acting/Permanent City Manager Issues
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results
06/01/07 - Budget Planning Meeting in Council Chambers

06/11/07 - Called Meeting to Attend Commissioner's Court Meeting
06/13/07 - Called Meeting re: Police & Fire Comp. Study
07/02/07 - Cancelled Pre-4th of July Council Meeting
07/09/07 - Called Meeting for Social Event at Lake Texoma
07/12-14/07 - Budget Workshop in Council Chambers
08/27/07 - 12:00 Noon Called Meeting for Appeal of P&Z Decisions
09/03/07 - Labor Day - Called Council Meeting on 09/04/07
09/14/07 - 12:00 Noon Joint Meeting with SEDCO Board
11/06/07 - Sales Tax Election
11/14/07 - 12:00 Noon Called Meeting to Canvass Election Results