

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, SEPTEMBER 20, 2021
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 7, 2021.**

Citizen Comments

- B. 1. CITIZEN COMMENTS**
During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

- C. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6414**
Establishing Maximum, Reasonable and Prudent Rates of Speed along the South Bound Frontage Road of US 75 from Stone Creek Drive to FM 1417 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency
- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6415**
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.08, entitled "Utility Billing", at Sections 13.08.005 and 13.08.006, Revise Rates for Water and Sewer Services

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6416

Amending Chapter 2 (Animal Services) of the Code of Ordinances, City of Sherman, Texas; Prescribing Regulations to Ensure the Health and Humane Treatment of Animals and the Public; Defining Terms; Establishing Regulations on Animals, Dogs and Cats, Dangerous Dogs And Rabies Control; Providing For An Animal Shelter Advisory Board; Regulating Pet Shops And The Retail Sale Of Animals; Providing A Repealing Clause And Severability Clause; Providing A Penalty Not To Exceed \$500.00

Close Public Hearing and Consider Adoption of Ordinances

D. 4. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6414, 6415 & 6416

Resolutions

E. 1. RESOLUTION NO. 6774

Amending the 2020-2021 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2020 through September 30, 2021

E. 2. * RESOLUTION NO. 6775

Awarding a Bid to and Authorizing Execution of a Contract with Southern Tire Mart, LLC for an Annual Supply of Light Truck, Passenger, and OTR/Commercial Tires

E. 3. * RESOLUTION NO. 6776

Authorizing Execution of an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along the Lamberth Road in the City of Sherman, Texas

E. 4. * RESOLUTION NO. 6777

Repealing and Replacing Resolution No. 6675; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Police Officers; Providing for an Effective Date

E. 5. * RESOLUTION NO. 6778

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program to Fund Improvements at the Sherman Municipal Airport; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

E. 6. * RESOLUTION NO. 6779

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

F. MEDIA QUESTIONS

G. COUNCIL COMMENTS

Executive Session

EXECUTIVE SESSION

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

Tex. Gov't Code § 551.071 Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

- (a) Receive Legal Advice from City Attorney Regarding Pending Litigation of Drainage thru Carriage Estates

Tex. Gov't Code § 551.072 Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Tex. Gov't Code § 551.073 Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Tex. Gov't Code § 551.074 Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

- (a) Annual Performance Evaluation of City Manager
- (b) Planning and Zoning Commission (1)

Tex. Gov't Code § 551.076 Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

Tex. Gov't Code § 551.087 Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

- (a) Economic Development Prospects

Tex. Gov't Code § 551.089 Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

I. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Thursday, September 16, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 16th day of September, 2021.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Daron Holland

Council Members

Willie Steele, Council-At-Large, PL #1

Sandra Melton, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 09/20/2021

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 7, 2021.

Attachments

September 7, 2021

Animal Control Presentation

STATE OF TEXAS §
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called 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 7, 2021.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR DARON HOLLAND.
COUNCIL MEMBERS HOWETH, MELTON, STEELE, STEVENSON.

MEMBERS ABSENT: COUNCIL MEMBER TEAMANN.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of August 16, 2021. Council Member Melton moved to approve the Minutes, as presented; Second by Council Member Howeth; All present voted AYE.

MOTION CARRIED.

SPECIAL PRESENTATION

RECOGNIZING MUNICIPAL COURT CLERK YOLANDA KVAAL'S ACCOMPLISHMENT IN OBTAINING HER LEVEL 3 MUNICIPAL COURT CLERK CERTIFICATE

Mayor Plyler introduced Lisa Howard, President of Texas Court Clerk's Association, who then introduced Jennifer Bozorgnia, North Texas Regional President of Texas Court Clerk's Association.

Ms. Bozorgnia recognized Yolanda Kvaal, Municipal Court Clerk, on obtaining her Level 3 Municipal Court Clerk Certificate. Currently there are approximately 3,000 Municipal Court Clerks in Texas and Ms. Kvaal has now become one of 125 that are certified.

She outlined the requirements for obtaining the Level 3 Certification. She presented Ms. Kvaal with a framed certificate for the accomplishment.

**RECOGNITION OF ONE SMALL BUSINESS CELEBRATING ONE
YEAR OF OPERATION IN THE CITY OF SHERMAN AND/OR ONE
YEAR OF CHAMBER OF COMMERCE MEMBERSHIP**

Eddie Brown, President of the Sherman Chamber of Commerce, recognized Wall Street Winery on the anniversary of their first year in business in Sherman. He congratulated them on the accomplishment.

CITIZEN'S COMMENTS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

Abigail Hill, Development & Outreach Coordinator, Children's Advocacy Center, thanked the Mayor and City Council for Community Development Block Grant funding that was received from the City of Sherman.

CDBG FUNDING

She said COVID-19 has hit everyone hard, but especially the nonprofit entities. She said the funds received through the CDBG allowed them to continue providing every service for every child in their community. She added that their community continued to grow during this past year, even during COVID.

CONSENT AGENDA

CONSENT AGENDA

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

The first list of Consent Agenda items does not require any conditions on approval of the items. The second list of Consent Agenda items does require a conditional approval. These items would need to be approved, subject to the Staff Review Letter.

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

CONSENT AGENDA

CONSENT AGENDA

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

The Council reviewed the Consent Agenda. Council Member Melton asked to remove Item I-6, entitled "Other Business – Final Plat Approval of Corner Stone Addition, being 0.238 acres in the J.B. McAnair Survey, Abstract No. 763; Holley Jolly Homes LLC, Owner; and Underwood Drafting Copley Land Surveying, Surveyor (537 East Brockett and 536 East Carter Streets)," from the Consent Agenda, for consideration in its regular order of business.

Council Member Stevenson moved to approve the Consent Agenda, subject to the Staff Review Letter, with the exception of Item I-6, which will be considered in its regular order of business. Second by Deputy Mayor Holland. All present voted AYE.

OTHER BUSINESS

FINAL PLAT APPROVAL OF CORNER STONE ADDITION, BEING 0.238 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; HOLLEY JOLLY HOMES LLC, OWNER; AND UNDERWOOD DRAFTING COPLEY LAND SURVEYING, SURVEYOR (537 EAST BROCKETT AND 536 EAST CARTER STREETS)

APPROVE FINAL PLAT
CORNER STONE
ADDITION
(537 E. BROCKETT
& 536 E. CARTER)

COUNCIL MINUTES – SEPTEMBER 7, 2021

Council Member Melton asked to remove Item I-6 from the Consent Agenda for consideration in its regular order of business.

Rob Rae, Director of Development Services, said this Final Plat is for two residential lots, one on Carter Street and one on Brockett Street. The side street to the lots is Broughton Street.

The driveways to the lots are expected to be to the north and south and not opening on Broughton Street. Exceptions were granted for lot width and lot size at the last Planning and Zoning Commission Meeting.

Council Member Melton said Mr. Rae said the driveways are “expected to be” located to the north and south and not opening on Broughton Street. She asked if the City could “be sure” of where the driveways will be located.

Wayne Lee, Director of Engineering, said the applicant has given the Engineering Department a Site Plan of how the plans and driveways will be configured, and they have approved those locations.

She asked if the wording could be changed to say the driveways will not enter onto a busy street. Mr. Lee said they were told not to put the driveways on a side street, so it would be a matter of not granting them a permit if they locate them on the side street.

Council Member Howeth verified that one lot will have a driveway on Brockett Street. Clint Philpott, Assistant City Manager, said there will be one driveway on Carter Street and one on Brockett Street, but none on Broughton Street.

Council Member Howeth said the City is currently widening Broughton Street, and since the driveway on Brockett will be so close to Broughton Street, she asked if it would cause a problem. Mr. Philpott said there would be no problem.

The design of Broughton Street was done in-house, and the staff made sure that his Site Plan matched the proposed street location. It also includes some additional right-of-way on Carter Street that he willingly gave to the City.

Council Member Melton also verified that there would be no parking on the street, and that signs would be located there. She also asked the staff to enforce the no parking.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Final Plat of Corner Stone Addition, located at 537 East Brockett and 536 East Carter Streets, subject to the Staff Review Letter. Second by Council Member Steele.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED SUBJECT TO THE STAFF REVIEW LETTER.

Mayor Plyler introduced Ordinance No. 6408 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING THE DESIGNATION OF RESIDENTIAL REINVESTMENT ZONE, NUMBER TEN (#10), CITY OF SHERMAN, TEXAS, FOR THE PURPOSE OF RESIDENTIAL TAX ABATEMENT.

ORD 6408
RESIDENTIAL TAX
ABATEMENTS

Mary Lawrence, Director of Finance, said this ordinance renews the existing Residential Reinvestment Zone, which offers tax abatements to qualifying residential structures in the target area. The law requires that the zone be renewed every five years.

No citizens appeared before the City Council to discuss Ordinance No. 6408.

Mayor Plyler introduced Ordinance No. 6409 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

ORD 6409
ATMOS RATE
SETTLEMENT

Ryan Pitman, City Attorney, said this will approve a negotiated settlement between the Atmos Steering Committee and the Atmos Energy Group, concerning the 2021 rate case.

As in year's past, the City is a member of the Steering Committee that helps negotiate a lower rate adjustment, than what Atmos would otherwise be allowed to get approved through the rate making process at the State level.

If the Council approved this negotiated settlement, it would mean an additional increase of \$1.28 for the average residential customer, which is approximately a 2.2% increase. The rate would have been higher if the negotiations had not happened. It would also represent a \$4.03 increase, or 1.61% increase for the average commercial customer. He said this proposal was inline with what has been done in the past.

COUNCIL MINUTES – SEPTEMBER 7, 2021

Andrie Krah, 5111 Blue Flame Road

Ms. Krah introduced herself as the new Atmos representative in the Sherman area, and serves as the Manager of Public Affairs for Atmos. She offered to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6409.

Mayor Plyler introduced Ordinance No. 6410 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NOS. 6232 AND 6319, AND AMENDING SECTION 6.12, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR BEL AIR VILLAGE (ORD. NO. 6319) FORMERLY KNOWN AS TERRA PERPETUA VILLAGE (ORD. NO. 6232) IN THE 300-1000 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERANS PARKWAY), BEING 278.313 ACRES IN THE SHERROD DUNMAN SURVEY, ABSTRACT NO. 329 (TERRA PERPETUA, LLC, OWNERS; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR/CIVIL ENGINEER); PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6410
AMENDING BEL AIR
VILLAGE PLANNED
DEVELOPMENT

Mr. Rae said this ordinance is to amend the Bel Air Village Planned Development to reflect a change requested by the developer.

For single family development, the current standard for front yard setback, if there is a garage, is 25 feet. The developer is requesting to modify that setback to 20 feet.

The Planning and Zoning Commission recommended approval of the request.

Michael Carlisle, Kimley-Horn

Mr. Carlisle serves as the Civil Engineer on the project, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6410.

Mayor Plyler introduced Ordinance No. 6411 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 810 EAST MULBERRY STREET, BEING LOTS 19 AND 20, BLOCK 14, CHAFFIN'S FIRST ADDITION (TOBAR PROPERTIES LLC, OWNER; PRESTON TRAIL LAND SURVEYING, SURVEYOR, AND NBS DRAFTING AND DESIGN, DRAFTSMAN); PROVIDING A

ORD 6411
ZONE CHANGE
(810 E. MULBERRY)

COUNCIL MINUTES – SEPTEMBER 7, 2021

PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said the request is for a zone change. The developer would like to build a single family home on the lot, and it is currently zoned M-2 (Heavy Manufacturing).

The Planning and Zoning Commission recommended approval of the Zone Change.

No citizens appeared before the City Council to discuss Ordinance No. 6411.

Mayor Plyler introduced Ordinance No. 6412 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A HAMPTON INN & SUITES HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 305 CORNERSTONE DRIVE, BEING LOTS 8, 9 AND 10, BLOCK 2, CORNERSTONE ADDITION (P&N SHERMAN, LLC, OWNER; HAMPTON INN & SUITES HOTEL, PROPOSED TENANT; ADR DESIGNS, LLC, ARCHITECT; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6412
SUP FOR HAMPTON
INN & SUITES HOTEL
(305 CORNERSTONE)**

Mr. Rae said this Specific Use Permit would allow a hotel in a C-1 (Retail Business) District. The Hampton Inn also requested an exception for the height of the building. The four-story building would be 54.4 feet high, which is above the maximum allowed for a C-1 District.

The Planning and Zoning Commission recommended approval of the Specific Use Permit.

No citizens appeared before the City Council to discuss Ordinance No. 6412.

Mayor Plyler introduced Ordinance No. 6413 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, ENTITLED "SUBDIVISION ORDINANCE", ARTICLE 10.05, ENTITLED "SUBDIVISION ORDINANCE", AT EXHIBIT A, ENTITLED "SUBDIVISION ORDINANCE" AND CHAPTER 14 OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, ENTITLED "ZONING ORDINANCE", ARTICLE 14.02, ENTITLED "AIRPORT HAZARD ZONING"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCE; MODIFYING CERTAIN REGULATIONS RELATING TO THE AIRPORT HAZARD ZONING FOR THE SHERMAN MUNICIPAL AIRPORT TO PREVENT THE CREATION

**ORD 6413
AIRPORT HAZARD
ZONING**

OR AN AIRPORT HAZARD BY SPECIFYING THE LAND USES PERMITTED, REGULATING THE TYPE OF STRUCTURES, AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH TO PREVENT THE CREATION OF AN OBSTRUCTION TO FLIGHT OPERATIONS OR AIR NAVIGATION; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Mr. Rae said this ordinance would update Chapter 10, the Subdivision Ordinance, and Chapter 14, the Zoning Ordinance, regarding the Airport Zoning Hazard Ordinance. It was last updated in 1995.

The update to the Airport Zoning Hazard Ordinance would bring the City's standards and regulations up-to-date, and make them consistent with both State and Federal regulations. The ordinance would only apply to the Sherman Municipal Airport, and not to the North Texas Regional Airport.

The ordinance includes the airspace requirements for zoning, and covers a large portion of the City. The standards and the height regulations vary depending on the proximity to the Airport. Therefore, those elements of height and zoning would all be determined during the Plat process and the zoning approval.

The Planning and Zoning Commission recommended approval of the Ordinance.

No citizens appeared before the City Council to discuss Ordinance No. 6413.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6408

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING THE DESIGNATION OF RESIDENTIAL REINVESTMENT ZONE, NUMBER TEN (#10), CITY OF SHERMAN, TEXAS, FOR THE PURPOSE OF RESIDENTIAL TAX ABATEMENT.

ORD 6408
RESIDENTIAL TAX
ABATEMENTS

Council Member Melton said the value amount on the residential tax abatement is \$100,000 now. Ms. Lawrence said the staff had been discussing updating that amount. She said this ordinance only designates the zone. The \$100,000 designation is attached to the program itself, which is a separate document that is adopted. That won't affect the zone adoption. The program can be changed as needed, and the City is required to approve it every two years.

Council Member Stevenson asked about the location of the zone and Council Member Melton verified that the information was available to citizens.

Ordinance 6409

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

ORD 6409
ATMOS RATE
SETTLEMENT

Ordinance 6410

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NOS. 6232 AND 6319, AND AMENDING SECTION 6.12, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR BEL AIR VILLAGE (ORD. NO. 6319) FORMERLY KNOWN AS TERRA PERPETUA VILLAGE (ORD. NO. 6232) IN THE 300-1000 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERANS PARKWAY), BEING 278.313 ACRES IN THE SHERROD DUNMAN SURVEY, ABSTRACT NO. 329 (TERRA PERPETUA, LLC, OWNERS; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR/CIVIL ENGINEER); PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6410
AMENDING BEL AIR
VILLAGE PLANNED
DEVELOPMENT

Council Member Stevenson said he had some questions for Mr. Carlisle. He said everything in the Planned Development Agreement was subject to both parties agreeing, and now they are asking for a change. He asked if there was a reason for that request.

Mr. Carlisle said the industry standard for front yard setback in a residential area is 20 feet, which allows a vehicle to be located in the driveway, from the right-of-way line at the sidewalk to the garage. If it's increased to 25 feet, there is wasted space behind the vehicle. Their idea is to take that additional space and enlarge the backyard.

Council Member Melton didn't agree that it was wasted space and said that would be more room for people to walk.

COUNCIL MINUTES – SEPTEMBER 7, 2021

Council Member Stevenson asked why it wasn't negotiated when the agreement was first approved instead of asking for an exception. Mr. Carlisle said it also derived from the homebuilders in the market that are wanting to purchase the lots. It was from their request.

Mayor Plyler confirmed that the 20-foot setback was the industry standard across the nation. Council Member Stevenson verified that they didn't plan to make the lots any smaller. They're just moving the five feet from the front yard to the back yard.

Council Member Melton said if it was industry standard, why didn't it come up when the agreement was originally made. Mr. Carlisle said it is "a little bit back-and-forth when it comes to market." They're just trying to get the best product available. Council Member Stevenson said as long as the lot size is remaining the same, he had no problem with the change.

Council Member Howeth asked if they anticipated asking for any other changes. Mr. Carlisle said that was unknown at this time.

Mr. Rae said, since this is the City's first Planned Development, they are in the "testing phase" to see how it will go. It is possible that a developer or an applicant may want to make changes to the document. The City and the developer have the ability to request those amendments after the document has been adopted.

Council Member Howeth said she knew there would be different builders, but she would like there to be consistency in the lot sizes.

Council Member Melton confirmed that the setbacks for the entire Planned Development would be 20 feet.

Ordinance 6411

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 810 EAST MULBERRY STREET, BEING LOTS 19 AND 20, BLOCK 14, CHAFFIN'S FIRST ADDITION (TOBAR PROPERTIES LLC, OWNER; PRESTON TRAIL LAND SURVEYING, SURVEYOR, AND NBS DRAFTING AND DESIGN, DRAFTSMAN); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6411
ZONE CHANGE
(810 E. MULBERRY)

Ordinance 6412

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A HAMPTON INN & SUITES HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 305 CORNERSTONE DRIVE, BEING LOTS 8, 9 AND 10, BLOCK 2, CORNERSTONE ADDITION (P&N SHERMAN, LLC, OWNER;

ORD 6412
SUP FOR HAMPTON
INN & SUITES HOTEL
(305 CORNERSTONE)

HAMPTON INN & SUITES HOTEL, PROPOSED TENANT; ADR DESIGNS, LLC, ARCHITECT; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 6413

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, ENTITLED "SUBDIVISION ORDINANCE", ARTICLE 10.05, ENTITLED "SUBDIVISION ORDINANCE", AT EXHIBIT A, ENTITLED "SUBDIVISION ORDINANCE" AND CHAPTER 14 OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, ENTITLED "ZONING ORDINANCE", ARTICLE 14.02, ENTITLED "AIRPORT HAZARD ZONING"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCE; MODIFYING CERTAIN REGULATIONS RELATING TO THE AIRPORT HAZARD ZONING FOR THE SHERMAN MUNICIPAL AIRPORT TO PREVENT THE CREATION OR AN AIRPORT HAZARD BY SPECIFYING THE LAND USES PERMITTED, REGULATING THE TYPE OF STRUCTURES, AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH TO PREVENT THE CREATION OF AN OBSTRUCTION TO FLIGHT OPERATIONS OR AIR NAVIGATION; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6413
AIRPORT HAZARD
ZONING

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6408, 6409, 6410, 6411, 6412, and 6413, as presented.

Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE PRESENTATION FROM POLICE CHIEF ZACHARY FLORES ON UPDATES TO THE ANIMAL CONTROL OPERATIONS

ANIMAL CONTROL
OPERATIONS

Zach Flores, Police Chief, presented an update on the Animal Control operations. He explained that the Police Department took over the responsibility for Animal Services at the first of this fiscal year. Initially they started off with a needs assessment and a look at the operations.

He felt that, at this point they understand the issues facing the shelter, and are ready to make changes. They worked with the Animal Services Advisory Committee, which is mandated by the State, to review needed changes to the ordinance.

He said after review, it was determined that the ordinance was "dated and pieced together." He said the new ordinance is based on the City of Irving's ordinance. He outlined substantial changes to the ordinance.

Changes include updated definitions, removing the need to register animals, moving the fee schedule to City Management, restrictions on the sale of animals, and enforcement for property adjacent to the City limits up to 5,000 feet.

Chief Flores felt the proposed changes to the ordinance would make a better impact on the community. It will be presented for Council consideration at the next Council Meeting.

RESOLUTION NO. 6768 – AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER.

RES 6768
ANIMAL SHELTER
CONTRACT WITH
GRAYSON COUNTY

Chief Flores also addressed the contract for animal services with Grayson County. Sherman has the only shelter in the County. He said Denison takes their animals to a veterinarian or to a rescue group. The Denison Animal Welfare Group has been very helpful, and he said that is one reason Sherman has been able to successfully reduce the animal population.

Historically, Sherman has only charged \$50 per animal to Grayson County for animals taken in from outside the City limits. There was also another provision for \$12 per day after three days, but that has not been enforced.

This year, they are asking for a 3% increase to the fees and to move from a two-year contract to a one-year contract. He said this contract would be “a bridge” to a new contract in the future.

He also addressed one of the main issues at the shelter, which is population management. Sherman has been identified as a “no kill” shelter. However, in the municipal animal services industry, that means a 90% or greater live release rate.

Sherman does not have the luxury of refusing animals, they have to accept animals, quarantine them, and can’t refuse animals that are sick or overly aggressive. Industry standard says there are about 10% of those animals that are not adoptable.

The only outcomes when an animal enters the shelter are to return it to the owner, send it to a rescue group, adoption, or euthanasia. Therefore, there is about a 10% euthanasia rate at any shelter.

Currently the shelter can house a maximum of 20 stray or quarantine dogs and 20 adoptable dogs. He said they average approximately 40 animals, dogs and cats, per week coming into the shelter and only an average of 21 are adopted out. He said they have had 100 at times.

When a shelter reaches its capacity for care it begins to lose the ability to humanely care for the animals, according to Chief

Flores. It was presumed that everything was going well, and he said the staff was doing everything they could.

Chief Flores said, currently 25% of the animals coming into the shelter are not from Sherman, but from somewhere else. For the last three years, the County contract has been for 3% of the shelter. Grayson County is bringing in 25% of the animals and is paying 3% of the costs. Therefore, the taxpayers of Sherman are shouldering a heavy burden for animal service for Grayson County.

They currently have a veterinarian that comes to the shelter on Wednesdays and performs spay or neuter services on about 20 animals per week. This covers only about half of the animals that are brought in. This causes a backlog of animals in foster care, waiting to be spayed or neutered so they can legally be adopted.

Chief Flores said they are currently using Texas coalition for Animal Protection and Vet Relief to help catch up on the backlog of animals. Hopefully these entities will be able to provide about 100 surgeries in the next couple of weeks. However, he said that was not a sustainable business practice.

He presented several things that would help them operate the shelter more efficiently and effectively. Solutions he presented were:

- Add Administrative Assistant
- Add Registered Veterinarian Technician
- Add Kennel Space
- Outside Agency Contracts

He outlined a plan with the proposed recommendations. An Administrative Assistant would help with calls for service and timely entering removing animals from the database. With the addition of a Registered Vet Tech, the current veterinarian has agreed to add a second day of surgeries.

Adding kennel space would allow the shelter to maintain a higher rate of live releases, and renegotiating contracts with outside agencies would help better share the costs of operating the shelter.

An alternative would be to adopt a lower live release rate which would allow for a reduced number of resources to operate the shelter.

Robby Hefton, City Manager, said when Chief Flores was asked to take over responsibility for the Animal Shelter, it was because there were problems there. He is a “process guy” and has dug into the details and come back with a plan.

Before Chief Flores took it over, there were nine employees and there are currently seven. This proposed plan would take it back to nine employees, but in different roles. This would help facilitate the spay/neuter program, regardless if Sherman takes animals from the outside entities.

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He added that they will be reviewing the contract with Grayson County because it expires in a couple of weeks. He felt the City should be taking care of City of Sherman first, and if they do take animals from other entities, those entities should be paying for it.

He asked if there was Council support for where they were going with the operation, in terms of the two employees. A decision will need to be made on the additional kennel space, but that is still under study and that will also include some drainage issues that will need to be addressed.

If the Council would be interested in that, he asked them to allow the staff to engage Aaron Babcock, Architect, Hidell & Associates consultants, to provide a more comprehensive estimate on what the building would cost.

Mayor Plyler said Sherman is in a growth mode now, and the City has taken a look at many of the facilities. As these new residential areas grow, there will be a need for more of these types of services. If the City can negotiate a better contract and have more revenue coming in, they can build something in house, like at Pecan Grove Park. He said he had no problem with adding the two positions back in.

Council Member Steele asked if it was typical in other cities for the Police Department to be over the Animal Services. Chief Flores said probably at least half of the cities are set up like that. He expressed concern that the dispatchers answered the phone for those types of calls.

He also verified that the \$50 they are receiving from the County per animal is not covering the cost of that service. Chief Flores said the reason he structured the plan this way was because they just became aware of the contract late in the fiscal year's planning. He added in the 3% increase, but alerted the County that he would like something different.

Council Member Steele felt, if there was a change in the contract, the additional fee should also be discussed. He felt they should pay for the cost. He also asked if an animal was picked up in the City limits of a City in the County, was it still being brought to the shelter as a "County animal"?

Chief Flores said the other City will contact Grayson County, the County will pick up the animal and bring it to the Sherman shelter. Sherman will charge the County \$50, and then the County charges the other municipality \$50.

Council Member Melton said Denison has a group of volunteers that take care of it, and they raise their own funds.

Council Member Steele questioned Chief Flores' when he previously said they were "doing great" and he planned to lower the budget by \$170,000. Now he was asking for that money back

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and wanted to build a new facility. He said he was not prepared to commit to that request tonight.

Chief Flores said they were following the budget calendar and cut that money out of the budget at that time. However, they had not fully had time to assess the situation. They were working on a short budget schedule.

Council Member Steele confirmed that the Animal Shelter budget is approximately \$850,000 for the next fiscal year. Mr. Hefton said he was originally unaware that there was a severe overcrowding problem. Then the concern is caring for the animals, because they can't be adopted out because they aren't spayed or neutered. They are taking in twice as many animals as are "going out the door," so the problem is growing. The vet can't spay or neuter that many animals.

Chief Flores said, at some point, the decision was made to be a no-kill shelter. However, there were no policies or practices put into place to facilitate that decision.

Council Member Stevenson felt that there were two issues, Sherman's animals, and everyone else's animals. He said he was not interested in subsidizing other governmental entities' costs for their dogs and cats. We need to determine the cost and charge them that cost. He didn't want to sign another contract with them for one or two years, until it's figured out.

As for staff, he agreed that everything has to grow, and if additional staff is needed, that's okay. He also understood that it takes time to determine what is needed when you take over a program.

Council Member Stevenson did not want to take on another contract where they are subsidizing entities for their animals. He did feel that they would have to make a decision about policies, but probably needed more numbers before they decided. He said \$50 per dog is a loser for the City of Sherman.

Mr. Hefton asked if they would rather run on an expired contract or set a time limit on the contract for one or two months. Council Member Steele didn't want to renegotiate a contract that doesn't cover the City's costs for another year. He felt the County should be charged the actual cost to take their animals.

Mayor Plyler asked if the staff could have some numbers on the actual cost by the next Council Meeting. He also suggested letting the contract with Grayson County "ride" for now.

Council Member Howeth said she was in favor of hiring the two additional staff members that were requested. She was also in favor of looking at the contract and using numbers that were closer, if not exactly what the actual cost is.

She said when Sherman became a no-kill shelter, Council Members were receiving dozens of emails daily, from individuals

outside Grayson County, labeling it as a “kill shelter.” Mayor Plyler added that the gas chamber was being used for euthanasia at that time.

Mr. Hefton verified that Council Members were in favor of the personnel, immediately, not in the next budget year. Chief Flores said when they determined what the contract should be, then they would have a better idea of what their space needs would be. Mayor Plyler suggested engaging the architect to get some preliminary information back on the space needs.

Mr. Hefton also verified that Council Members wanted to pass on the cost of non-Sherman animal care to those that are using it.

Mayor Plyler verified with Mr. Pittman, that the Council could table the Resolution, or take no action on it, and it could be brought back for later consideration.

Council Members took no action on Resolution No. 6768.

RESOLUTION NO. 6769 – AUTHORIZING BYRNE CONSTRUCTION SERVICES, CONSTRUCTION MANAGER AT-RISK FOR THE NEW SHERMAN POLICE DEPARTMENT HEADQUARTERS FACILITY, TO PROCURE ROOF METAL DECK AS SPECIFIED ON THE DRAWINGS FOR BUILDING A; NOT TO EXCEED \$300,000

**RES 6769
POLICE DEPARTMENT
HEADQUARTERS
ROOF METAL DECK**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING BYRNE CONSTRUCTION SERVICES, CONSTRUCTION MANAGER AT-RISK FOR THE NEW SHERMAN POLICE DEPARTMENT HEADQUARTERS FACILITY, TO PROCURE ROOF METAL DECK AS SPECIFIED ON THE DRAWINGS FOR BUILDING A; NOT TO EXCEED \$300,000.

Chief Flores said Byrne Construction began pricing out materials for the new Police Headquarters, and determined that there will be an eight-month lead time for the receipt of the metal decking materials needed for the facility roof. They have asked if the City will allow them to go ahead and procure the materials now so they will have them when they get to that portion of the project.

Mr. Babcock said they have previously discussed strategies to implement during the design phase to mitigate some of the construction delays that are happening recently. At that time, they switched from steel joists to steel beams.

The request tonight is another strategy that deals with the metal decking that was part of the structural system. It is a critical path item in keeping the schedule of the project. They have determined that metal decking has a longer procurement time than what was originally anticipated.

At the direction of Byrne Construction, they put all the drawings out for bid. They brought back the numbers for just the metal decking, and received those bids on September 3, 2021.

Tonight, they are asking the Council to authorize Byrne to go ahead and place the order with the subcontractor. That would allow them to start the clock on delivery now, instead of when they bring the guaranteed maximum price to them in November. That would allow them to make up this lag time. Once the construction clock starts, they would actually have the metal decking onsite.

Mr. Babcock said they received five bids and low bidder was \$224,000, and associated with a February 2022 delivery timeframe. This also works in the project schedule they are anticipating for the project. They need the metal decking and the steel, onsite in the May timeframe, and that will work with the February delivery date.

Mr. Hefton asked if the \$224,000 was the low bid or the best qualified to get the material.

Justin Burt, Senior Estimator, Byrne Construction Services, explained that it was currently the low, qualified bid. They are still vetting the bid and have some questions.

Mr. Hefton said it's not all about "dollars and cents." That should be a consideration, but there should also be the highest level of comfort they can get, to make sure the company selected can deliver. He asked if Byrne Construction felt comfortable with the one they selected, that they have a good reputation, you've worked with them before, and there hasn't been significant delivery problems.

Mr. Burt said this bidder's timeframe also had the delivery date in February, which is critical. Their bid is timed toward a February delivery date, as well. He said that was critical to this project.

Mayor Plyler confirmed that the full structural package is currently out for bid. Whoever this is awarded to, it is for the purchase only, and doesn't dictate who will be selected.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6769, as presented. Second by Council Member Melton.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6770 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH J&L PAVING LLC BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE SETTING SUNS PHASE II DRAINAGE IMPROVEMENTS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH J&L PAVING LLC BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE SETTING SUNS PHASE II DRAINAGE IMPROVEMENTS.

RES 6770
SETTING SUNS
DRAINAGE
IMPROVEMENTS
PHASE II

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Mr. Lee said this was the second phase of drainage improvements in Setting Suns Estates. Phase 1 was done two or three years ago, in between Seminole and Park Avenue, to alleviate some flooding issues. At that time, there wasn't enough money to continue south with the project.

This project was designed in-house and notices were sent to 31 contractors. There were three local bidders that didn't bid. The Engineering Department contacted them and they said they were "overloaded" with work.

There were two bidders, and the low bid was J&L Paving, LLC, who the City has worked with on previous projects. Their bid was \$111,921. The project will alleviate some flooding issues, especially with one property owner, whose home has been flooded a couple of times. He has a detached garage that frequently floods.

Council Member Steele expressed concern with receiving only two bids. Mr. Lee said the staff is comfortable with the bid and the bidder. Mayor Plyler verified that the bidder will furnish a bond. Mr. Hefton said the bid came in higher than was estimated.

Council Member Melton confirmed that there was a property owner that was experiencing flooding now and she asked if that meant the City was saying that they knew there was a problem and that they were responsible.

Mr. Lee said this subdivision was annexed into the City in 1986. She asked if the developments going in around them were causing any more problems. Mr. Philpott said the developments to the north are required to detain the extra flow.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6770, as presented. Second by Deputy Mayor Holland.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6771 – ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.
CONSENT AGENDA.

**RES 6771
INVESTMENT POLICY**

RESOLUTION NO. 6772 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN, TEXAS FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN,

**RES 6772
FIRE SERVICES
CONTRACT WITH
GRAYSON COUNTY**

TEXAS FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.
CONSENT AGENDA.

RESOLUTION NO. 6773 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

RES 6773
AMBULANCE SERVICE
CONTRACT WITH
GRAYSON COUNTY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.
CONSENT AGENDA.

CHANGE ORDER NO. 1
NORTHWEST SEWER AND FORCE MAIN PROJECT; LYNN VESSELS CONSTRUCTION, LLC; \$132,744.04 INCREASE

CHANGE ORDER
NORTHWEST SEWER
& FORCE MAIN
PROJECT

Mr. Lee said this change order is for the Northwest Sewer and Force Main Project. The contractor received pricing on the pipe, from a pipe manufacturer, in May 2021, when the project bid.

Recently the contractor received notice that the supplier would not be able to supply the pipe, not just at the price given, but that he couldn't supply it at all. The supplier is a large manufacturer with a factory in Texas. The freeze in February 2021 affected them so much, and everything is not repaired.

Mr. Lee added that, in general, the PVC industry has been having issues with supplies and materials, and manufacturing pipe. The contractor found another manufacturer that could supply the pipe, but it is at a slightly higher price.

Council Member Melton and Council Member Howeth expressed concern that the pipe was "that much higher" from this supplier. Mr. Lee said it was "tens of thousands of feet' of pipe.

He said PVC prices have been very volatile this past year. This bid was originally set to be awarded within a week of the bid opening because PVC suppliers were not guaranteeing the prices for longer than a week. Some suppliers weren't guaranteeing prices for more than a day.

Council Member Melton said the Council approved the bid with them guaranteeing the price within seven days, and the pipe was ordered the next day.

Mr. Philpott said even with this increase, the cost is \$200,000 less than the next bidder, and that bidder won't honor his prices because that was three months ago.

Council Member Steele was in favor of the change order because he said he sees this every day. It's now a "fact of life".

ACTION TAKEN.

Motion by Council Member Steele to approve Change Order No. 1, in the amount of a \$132,744.04 increase, for the Northwest Sewer and Force Main Project, as presented.

Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Steele, Stevenson.

VOTING NAY: Melton.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE SEMI-ANNUAL REPORT ON THE SHERMAN CULTURAL DISTRICT

SHERMAN ANNUAL CULTURAL DISTRICT

Eddie Brown, President of the Sherman Chamber of Commerce, thanked the Mayor, City Council, and City staff for their support of the cultural arts in Sherman. He said, according to the State of Texas, cultural arts districts attract artists and cultural enterprises to the community, encourage businesses and job development, address specific needs of a community, establish tourism destinations, preserve and reuse historic buildings, enhance property values, and foster local cultural development.

Heidi Rushing, Chairman of the Cultural Arts Board, presented the Semi-Annual Report of the Sherman Cultural District. She thanked Mr. Brown for his service on the board.

She said entering the District from the north on Travis Street, there is a new welcome sign. It was paid for through a State grant. The stained glass symbol on the sign was taken from metal work at Kidd-Key Auditorium.

She said a new event this year was the SherTown Taco Tour in July, which raised over \$3,000 for the mural project. She said there are many taco restaurants located in the Cultural District. They have also applied for a matching funds grant for the mural project.

The mural project is a wall, located near City Hall, that will be painted with a mural that was designed by David Freeman of Mount Pleasant. Community participants will help paint the wall during the annual Arts Festival event on September 18, 2021.

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR “STROLL ON THE SQUARE & TEXOMA’S BEST BITES” ON SATURDAY, OCTOBER 2, 2021

**CLOSE STREETS
STROLL ON THE
SQUARE & TEXOMA’S
BEST BITES
(OCT. 2, 2021)**

The City Council approved the request of Downtown Sherman NOW to temporarily close the 100 blocks of South Travis, South Crockett, and North Travis Streets, and the 200 block of South Travis on October 2, 2021, from 1:00 p.m. until 11:00 p.m., for “Stroll on the Square & Texoma’s Best Bites”.

Businesses will offer wine samples inside their downtown locations, and restaurants and caterers will be situated outside on the closed streets and on the sidewalks, offering free samples of food.

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The City will provide barricades, cones, and solid waste receptacles. Downtown Sherman NOW will work with the Police Department for security officers, and will maintain emergency vehicle accessibility through the closed streets at all times.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF AUSTIN LANDING, PHASE IV, BEING 40.840 ACRES IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42 (LEO JOSEPH BOWLER, III, OWNER; WINDROSE LAND SURVEYING, SURVEYOR; AND CODY CRANNELL, CCM ENGINEERING, CIVIL ENGINEER/ REPRESENTATIVE) 700 BLOCK WEST NORTHCREEK DRIVE & 4900 BLOCK NORTH TRAVIS STREET)

The City Council approved the Final Plat of Austin Landing, Phase IV, a 40.840 acre tract, located in the 700 block of West Northcreek Drive and 4900 block of North Travis Street.

The property is zoned SF-1 (Single Family Residential) District. The Final Plat (125 lots) was denied at the July 19, 2021 City Council Meeting, pending approval of exceptions to allow three lots to be less than 60' wide. The lots for the exceptions are Lot 11, Block A, at 45.29' wide; Lot 12, Block A, at 42.34' wide; and Lot 23, Block B, at 40.22' wide. The exceptions were approved at the August 17, 2021 Planning and Zoning Commission Meeting and the Board of Adjustments Meeting.

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

REPLAT APPROVAL OF CYPRESS LOFTS ADDITION, PHASE 1A, BEING A REPLAT OF LOT 1-R, BLOCK 2, CYPRESS LOFTS ADDITION, A PART OF LOT ONE AND ALL OF LOT TWO, BLOCK 2, REPLAT OF BLOCKS 2, 3, 4, 5, 6, 7, 8 AND 9, NORTH CREEK ADDITION, SECTION ONE AND ALL OF BLOCK NO. 1 OF THE REPLAT OF NORTH CREEK ADDITION, SECTION ONE, BEING 11.069 ACRES IN THE JAMES H. CLARK SURVEY, ABSTRACT NO. 275, ALSO BEING ALL OF LOT 1-R, BLOCK 2, CYPRESS LOFTS ADDITION, THE REMAINDER OF LOT 1, BLOCK 2, REPLAT OF BLOCKS 2, 3, 4, 5, 6, 7, 8 AND 9, NORTH CREEK ADDITION, SECTION ONE AND ALL OF BLOCK NO. 1 OF THE REPLAT OF NORTH CREEK ADDITION, SECTION ONE (SAID LOT 1-R BEING A PORTION OF SAID LOT ONE, BLOCK 2) AND ALL OF LOT 2, BLOCK 2; CYPRESS LOFTS SHERMAN, LP, OWNERS: HELVEY-WAGNER SURVEYING, INC., SURVEYOR; AND YOUNG ENTERPRISES, LP, REPRESENTATIVES (4901 KNOLLWOOD ROAD)

The City Council approved the Replat of Cypress Lofts Addition, Phase 1A, a 11.069 acre tract, located at 4901 Knollwood Road.

The property is zoned a C-1 (Retail Business) District, and the owner would like to add a dog park area to the apartment complex (Cypress Lofts Apartments), which are currently under construction. They are replatting the property into one lot and adding additional acreage to include the dog park.

**APPROVE REPLAT
CYPRESS LOFTS
ADDITION
(4901 KNOLLWOOD RD)**

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF ADAMS ADDITION, BEING 4.988 ACRES IN THE W.A. DEEVER SURVEY, ABSTRACT NO. 347; JEFFREY T. AND DESIREE ADAMS, OWNERS; AND COPLEY LAND SURVEYING, SURVEYOR (801 RIDDELS ROAD)

The City Council approved the Final Plat of the Adams Addition, a 4.988 tract, located at 801 Riddels Road. The owner would like to plat the property into one lot for residential development.

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

FINAL PLAT APPROVAL OF SHERMAN CROSSROADS MEDICAL NO. 3, BEING 1.005 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667 IN TRACT 4 OF THE BLALOCK INDUSTRIAL PARK; HERITAGE DEVELOPMENT PARTNERS, LLC, OWNER; BROCKETT DAVIS DRAKE, INC., REPRESENTATIVE; AND VOTEX SURVEYING COMPANY, SURVEYOR (221 WEST TRAVIS STREET)

The City Council approved the Final Plat of the Sherman Crossroads Medical No. 3, a 1.005 acre tract, located at 221 West Travis Street.

The property is located in the Blalock Industrial Park and the Blalock Commercial Overlay District. The Site Plan was approved for Crossroads Medical Office Building, and the owner would like to plat the property into one lot to move forward with the commercial development of the medical office building.

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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (5)
ACTION TAKEN.

Motion by Council Member Melton to reappoint Ronald Engelke and Rajendra Wagle to the Keep Sherman Beautiful Commission for a term from January 1, 2021 to January 1, 2023, and to appoint Cynthia Moore and Renea Valita Fornof-Dennington for a term from September 8, 2021 to September 8, 2023, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

MEDIA QUESTIONS

There were no media questions.

APPROVE FINAL PLAT
ADAMS ADDITION
(801 RIDDELS RD)

APPROVE FINAL PLAT
SHERMAN
CROSSROADS
MEDICAL
(221 W. TRAVIS ST)

KEEP SHERMAN
BEAUTIFUL
COMMISSION

MEDIA QUESTIONS

COUNCIL COMMENTS

THANKS TO CITY STAFF

Council Member Howeth thanked the staff saying, the City has been through two crisis this year, the freeze and loss of water service in February 2021, and the leak in the main feed line for Lake Texoma water and subsequent move to only ground water for citizens in September 2021. She also thanked the citizens for their understanding during the event.

THANKS TO
CITY STAFF

ANNOUNCEMENTS

Mayor Plyler announced the following:

- A Remembrance Ceremony marking the 20th Anniversary of 9/11 will be held at the Grayson County Courthouse on September 11, 2021, at 8:30 a.m.
- The Hispanic Heritage Festival will be held on September 11, 2021, from 4:00 p.m. until 9:00 p.m., in Kidd-Key Park. There will be food, music, and activities for the entire family.
- The 40th Annual Sherman Arts Fest will be held September 18, 2021, on the Municipal Building Grounds. The event will feature vendors, live music, and activities for the kids.
- The Sherman Celtic Festival will be held on September 25 and 26, 2021, at Pecan Grove Park. The event will feature Highland Games, bagpipe competition, live music on two stages, a Viking Village, and fun for the entire family.

ANNOUNCEMENTS

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

TEX. GOV'T CODE § 551.071 --

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

(A) RECEIVE LEGAL ADVICE REGARDING WASTEWATER TREATMENT AGREEMENT NOVEMBER 2, 2009

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

(A) ANNUAL PERFORMANCE EVALUATION OF THE CITY MANAGER

(B) TEXOMA COMMUNITY CENTER (2)

TEX. GOV'T CODE § 551.076 --

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

TEX. GOV'T CODE § 551.087 --

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

(A) UPDATE ON THE SHERMAN HOSPITAL PROJECT

TEX. GOV'T CODE § 551.089 --

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:31 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:31 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
TEXOMA COMMUNITY CENTER (2)

TEXOMA COMMUNITY

COUNCIL MINUTES – SEPTEMBER 7, 2021

ACTION TAKEN.

Motion by Council Member Melton to reappoint Billy Hamilton to the Texoma Community Center Board of Trustees, for a term from August 31, 2021 to August 31, 2023, and to appoint Lander Bethel for a term from September 8, 2021 to August 31, 2023, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

CENTER

ADJOURNMENT

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

ADJOURNMENT

MAYOR

CITY CLERK



ANIMAL
SERVICES

Animal Services

City Ordinance, Grayson County Contract,
Population Management, Spays and Neuters,
Solutions

Complete overhaul of ordinance.

- *Based on City of Irving Ordinance*
- *Animal Services Advisory Committee Input*

City Ordinance

Changes to Ordinance

- Updated Definitions
- Removed need to “register” animals with the City
- Moved fee schedule to City Management
- Allows for invisible, underground, electric fence for fenced property greater than 5 acres
- Restricts retail sale of animals
 - Permission can be obtained from Animal Services. This is an effort to limit puppy mill sale of dogs and cats.
- Allows enforcement for property adjacent to city limits up to 5,000 feet.
 - Effort to allow for Sherman resident issues adjacent to county property to be remedied.

CONTRACTS WITH OUTSIDE AGENCIES

- We are the only shelter in the County
- Historically we have only charged \$50/animal and 12/day after three days (not enforced)
- 3% increase to fees this year
- Move from 2 year contract to 1 year contract

POPULATION MANAGEMENT AT THE ANIMAL SHELTER

- The goal of the Sherman Animal Shelter is to have a 90% or greater live release rate.
- We recognize some animals must be euthanized in the name of humane care:
 - Overly aggressive
 - Extreme illness
- When a shelter reaches its capacity for care it begins to lose the ability to humanely care for its animals.
- We can house a maximum of 20 stray/quarantine dogs and 20 adoptable dogs.
- We average approximately 40 animals (dogs and cats)/ week coming into the shelter and only an average of 21 adopted out.

SPAY/NEUTER

- Current veterinarian is able to spay/neuter about 20 animals per week.
 - *Only half of what is brought in.*
- This resulted in years of animals being “fostered” to their forever homes until they are able to be spay/neutered so they may legally be adopted.
- Until we are able to spay/neuter the number of animals coming into the shelter each week we are compounding the problem.
- We are using Texas Coalition for Animal Protection (TCAP) and Vet Relief to help catch up on the backlog of animals.

SOLUTIONS

- Add Administrative Assistant.
 - We are unable to accurately or timely enter and remove animals from our database.
 - Calls for service and phone calls are delayed.
- Add Registered Veterinarian Technician
 - Current vet has agreed to add a second day of surgeries if we have a vet tech on staff. This would allow us to maintain intake/surgery ratio as well as provide improved medical care for animals in-house.
- Add Kennel Space
 - Working with Aaron Babcock to determine a price range for a new kennel building.
 - This will allow us to maintain a high rate of live releases.
- Outside Agency Contracts
 - Renegotiate contracts with outside agencies to better share the costs of operating the shelter.

ALTERNATIVE

- Adopt a lower live release rate which would allow for a reduced number of resources to operate the shelter.



City Council Regular Meeting

C. 1.

Meeting Date: 09/20/2021

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 2. * RESOLUTION NO. 6775

Awarding a Bid to and Authorizing Execution of a Contract with Southern Tire Mart, LLC for an Annual Supply of Light Truck, Passenger, and OTR/Commercial Tires

E. 3. * RESOLUTION NO. 6776

Authorizing Execution of an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along the Lamberth Road in the City of Sherman, Texas

E. 4. * RESOLUTION NO. 6777

Repealing and Replacing Resolution No. 6675; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Police Officers; Providing for an Effective Date

*** RESOLUTION NO. 6778**

E. 5. Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program to Fund Improvements at the Sherman Municipal Airport; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

E. 6. * RESOLUTION NO. 6779

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 09/20/2021

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6414

Establishing Maximum, Reasonable and Prudent Rates of Speed along the South Bound Frontage Road of US 75 from Stone Creek Drive to FM 1417 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

Issue:

The Texas Department of Transportation (TxDOT) is requesting speed limit changes along the south bound frontage road of US 75 from Stone Creek Drive to FM 1417 in Sherman's city limits, for the duration of their construction activities on Federal Aid Project No. NH2020(008).

Background:

On December 7, 2020, the City Council received an update from Paris District Engineer Noel Paramanantham on the various Texas Department of Transportation (TxDOT) projects along US Hwy 75, US Hwy 82, and FM 1417. With ongoing construction and traffic reroutes, TxDOT has deemed it necessary to reduce the speed limit within the construction limits until the completion of the project. The speed will be reduced from 55 MPH to 45 MPH along south bound US 75 from Stone Creek Drive to FM 1417 (south bound service road).

Origination:

Texas Department of Transportation

Financial Consideration:

None

Staff Recommendation:

It is recommended that TxDOT's recommended speed limits be approved for construction purposes.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6414
Aerial Location Map

ORDINANCE NO. 6414

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ALONG THE SOUTH BOUND FRONTAGE ROAD OF US 75 FROM STONE CREEK DRIVE TO FM 1417 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, by authority and direction of the City Council of the City of Sherman, Texas, the Traffic and Operations Office of the Texas Department of Transportation determines the maximum, reasonable and prudent rates of speed for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon;

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

SECTION 1. That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful; but any speed in excess of the limits hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

Along the South bound Frontage Road of US 75 from Stone Creek Drive to FM 1417, a speed limit of forty five (45) miles per hour at all times until completion of the Texas Department of Transportation Federal Aid Project No. NH2020 (008) as evidenced, which is hereby approved by the Texas Department of Transportation.

SECTION 2. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a work zone fine not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00).

SECTION 3. That the fact that present traffic regulations are inadequate to control traffic in the area covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 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.

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

INTRODUCED on this the _____ day of _____, 2021.

ADOPTED on this the _____ day of _____, 2021.

EFFECTIVE DATE on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

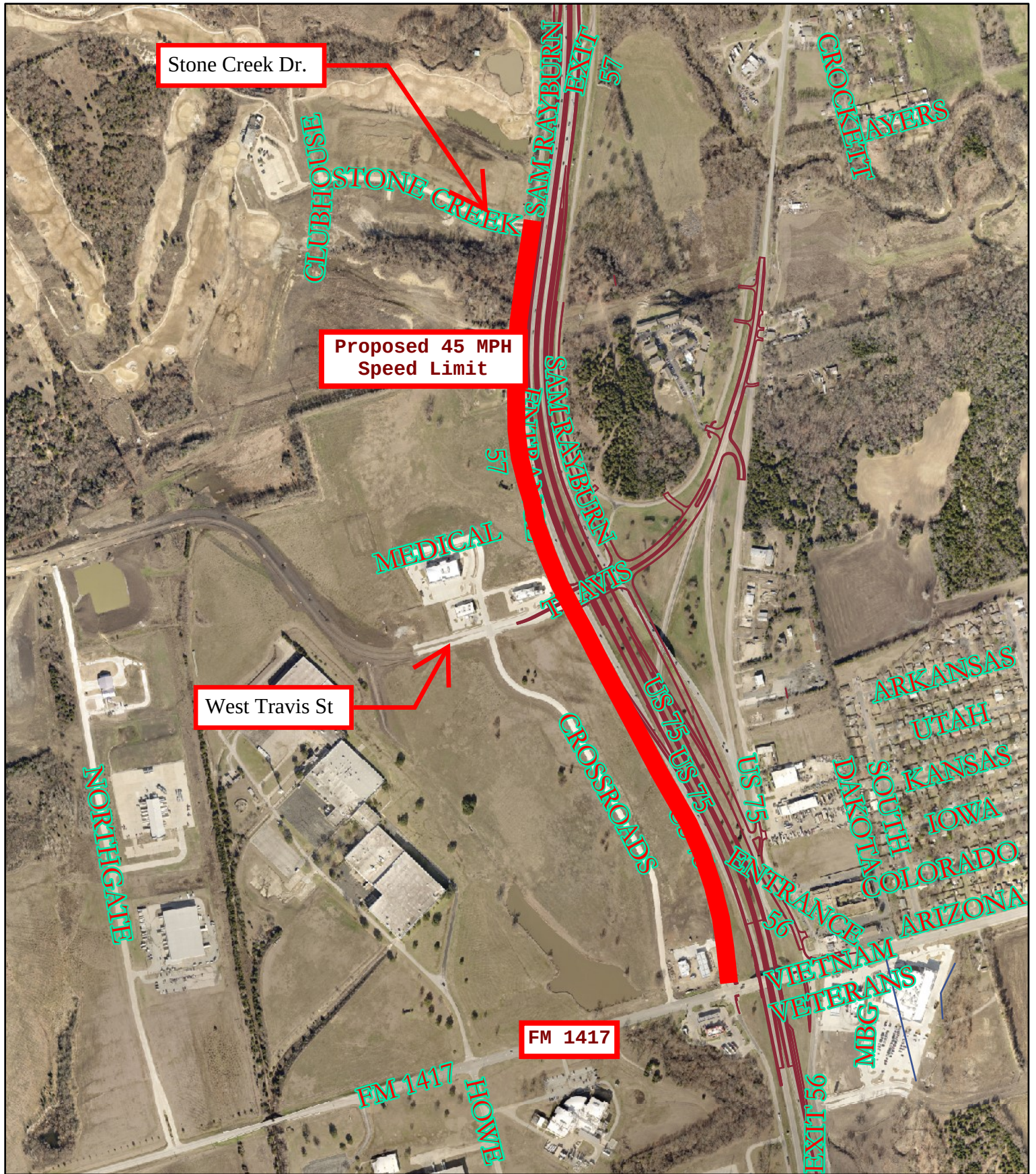
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
**RYAN PITTMAN,
CITY ATTORNEY**



Proposed 45 MPH Speed Limit During Construction of U.S. Highway 75.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 09/20/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6415

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.08, entitled "Utility Billing", at Sections 13.08.005 and 13.08.006, Revise Rates for Water and Sewer Services

Issue:

Adoption of rate schedule as presented in Attachment A

Background:

At the July 19 meeting the City Council directed staff to implement the rate schedule as presented by Willdan Financial Services.

This ordinance implements the first year by increasing water rates by 3% and the sewer rates by 6%, for an average increase of 4.2% in the overall utility rates. The rate increase will take effect October 1, 2021.

Origination:

City Council

Financial Consideration:

The rate increase is expected to generate about \$900,000.00 per year

Staff Recommendation:

Staff recommends adoption of the ordinance

Alternatives:

Since the Council directed the staff to bring back these proposed rate increases, not alternatives are offered by staff.

Attachments

Ordinance No. 6415

Water and Sewer Rate Schedule

ORDINANCE NO. 6415

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.08, ENTITLED "UTILITY BILLING", AT SECTIONS 13.08.005 AND 13.08.006, REVISING RATES FOR WATER AND SEWER SERVICES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.08, Section 13.08.005 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.005 Water rates

(a) Water furnished by the city to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits shall be charged for at the following rates for the fiscal year beginning October 1, ~~2017~~ 2021 for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

Meter Sizes (in inches)	<u>Minimum Monthly Amount</u> <u>Oct 1, 2017 2021</u>
5/8 or 3/4	~~\$22.80~~ \$23.48
1	~~\$44.97~~ \$46.32
1-1/2	~~\$90.36~~ \$93.07
2	~~\$153.94~~ \$158.56
3	~~\$335.62~~ \$345.69
4	~~\$589.92~~ \$607.62
6	~~\$1,316.58~~ \$1,356.08
8	~~\$2,333.88~~ \$2,403.90
10	~~\$3,641.84~~ \$3,751.10

(b) Volume charge. Except as noted below, the charge for all water consumed in excess of the minimum fifteen hundred (1,500) gallons shall be billed at a rate of ~~three dollars and twenty-seven cents (\$3.27)~~ *three dollars and thirty-seven cents (\$3.37)* per one thousand (1,000) gallons of water used for the rates beginning October 1, ~~2017~~ 2021. Water meters utilized for lawn sprinkling systems shall be charged according to meter size plus the consumption rate of ~~three dollars and~~

~~twenty-seven cents (\$3.27)~~ *three dollars and thirty-seven cents (\$3.37)* per one thousand (1,000) gallons of water used in excess of the minimum fifteen hundred (1,500) gallons during months of July through October, beginning October 1, ~~2017~~ *2021*. During the billing months of November through June of any fiscal year, such water sprinkler meters shall be billed a minimum monthly charge as would be billed to a 5/8-inch or 3/4-inch meter.

(c) All multiunit dwellings within the city shall be charged for water consumption and availability utilizing the following formula:

Gallons Calculation Beginning October 1, ~~2017~~ *2021*:

$$\begin{aligned} & (\text{number of units} \times \$22.80 \text{ } \$23.48) + \\ & \frac{(\text{gallons of water used}) - (\text{number of units} \times 1,500 \text{ gallons})}{1,000} \\ & \$3.27 \text{ } \$3.37 = \text{Billing} \end{aligned}$$

(d) All customers whose combined average daily use for the past twelve (12) months exceeds 700,000 gallons per day shall be charged for water consumption at the same rates as stated in the above subsections. Customers that qualify for this subsection shall receive a rebate, to be paid annually, calculated as follows:

Water Rebate = Total annual water revenues for previous twelve (12) months X .05.

(e) Bulk water sales. Upon the approval of the City of Sherman *Customer & Utility Services* Department, commercial customers may purchase bulk water from a designated meter or hydrant. Bulk water sales will be metered by the City and purchased in advance. Water sales will be calculated using outside the city rates. Bulk water sales will be for one-time purchases. Customers needing water for multiple occurrences or days must establish a Fire Hydrant Meter account, following the required procedures to establish such account, set forth in Section 13.08.003 of this Code.

SECTION 2. That Chapter 13, Article 13.08, Section 13.08.006 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.006 Sewer charges

- (a) All persons using the sanitary sewer system and lines of the city shall be charged as follows:
- (1) Sewage charges. The sewage charge will be based upon the amount of water used. Each sanitary sewer system customer, except multiunit dwelling complexes, shall be charged for sewage at the following rates:

<u>Amount</u>	<u>Minimum Charge, Whether 1,500 Gallons of Water are Used</u>
----------------------	---

Oct 1, 2017 2021

First 1,500 gallons of
water used

\$ ~~8.19~~ **\$8.68**

Additional charges shall be ~~three dollars and forty-eight cents (\$3.48)~~ **three dollars and sixty-nine cents (\$3.69)** for each one thousand (1,000) gallons used above the fifteen hundred (1,500) gallons minimum charge for fiscal year beginning October 1, 2017 2021. For residential living units, the maximum sewer charge will be ~~thirty-four dollars and twenty-nine cents (\$34.29)~~ **thirty-six dollars and thirty-five cents (\$36.35)** per residential living unit for fiscal year beginning October 1, 2017 2021.

(b) For multiunit dwelling complexes, the total sewage charge will be based on the amount of water used and will be the lower figure calculated from either of the two (2) following formulas:

Gallons Calculation Beginning October 1, 2017 2021:

(number of dwelling units X ~~\$8.19~~ **\$8.68**) +

$$\frac{(\text{gallons of water used}) - (\text{number of units X 1,500 gallons})}{1,000} \times \cancel{\$3.48} \text{ **\$3.69**}$$

or

number of dwelling units X ~~34.29~~ **\$36.35**

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

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.

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

INTRODUCED on this the _____ day of _____, 2021.

ADOPTED on this the _____ day of _____, 2021.

EFFECTIVE DATE on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

**CITY OF SHERMAN
WATER/WASTEWATER COST OF SERVICE MODEL**

Current Effective Oct-21 Effective Oct-22 Effective Oct-23 Effective Oct-24 Effective Oct-25

City Rate Plan -- Five Year Summary
Scen: 2021 07 19 Scenario II -- Uniform Adj.

1 Water Monthly Rates and Charges

RESW		Residential											
<u>Customer Service Charge</u>													
	5/8 X 3/4"	\$	22.80	\$	23.48	\$	24.19	\$	24.91	\$	25.66	\$	26.43
	1"		44.97		46.32		47.71		49.14		50.61		52.13
	1 1/2"		90.36		93.07		95.86		98.74		101.70		104.75
	2"		153.94		158.56		163.31		168.21		173.26		178.46
	3"		335.62		345.69		356.06		366.74		377.74		389.08
	4"		589.92		607.62		625.85		644.62		663.96		683.88
	6"		1,316.58		1,356.08		1,396.76		1,438.66		1,481.82		1,526.28
	8"		2,333.88		2,403.90		2,476.01		2,550.29		2,626.80		2,705.61
	10"		3,641.84		3,751.10		3,863.63		3,979.54		4,098.92		4,221.89
<u>Volume Rate/1,000 Gal</u>													
	1,500	Above	3.27		3.37		3.47		3.57		3.68		3.79
COMW		Commercial											
<u>Customer Service Charge</u>													
	5/8 X 3/4"	\$	22.80	\$	23.48	\$	24.19	\$	24.91	\$	25.66	\$	26.43
	1"		44.97		46.32		47.71		49.14		50.61		52.13
	1 1/2"		90.36		93.07		95.86		98.74		101.70		104.75
	2"		153.94		158.56		163.31		168.21		173.26		178.46
	3"		335.62		345.69		356.06		366.74		377.74		389.08
	4"		589.92		607.62		625.85		644.62		663.96		683.88
	6"		1,316.58		1,356.08		1,396.76		1,438.66		1,481.82		1,526.28
	8"		2,333.88		2,403.90		2,476.01		2,550.29		2,626.80		2,705.61
	10"		3,641.84		3,751.10		3,863.63		3,979.54		4,098.92		4,221.89
<u>Volume Rate/1,000 Gal</u>													
	1,500	Above	3.27		3.37		3.47		3.57		3.68		3.79

**CITY OF SHERMAN
WATER/WASTEWATER COST OF SERVICE MODEL**

Current Effective Oct-21 Effective Oct-22 Effective Oct-23 Effective Oct-24 Effective Oct-25

**City Rate Plan -- Five Year Summary
Scen: 2021 07 19 Scenario II -- Uniform Adj.**

APT,MHP,MLTW Multi-Family

Customer Service Charge

5/8 X 3/4"	\$	22.80	\$	23.48	\$	24.19	\$	24.91	\$	25.66	\$	26.43
1"		44.97		46.32		47.71		49.14		50.61		52.13
1 1/2"		90.36		93.07		95.86		98.74		101.70		104.75
2"		153.94		158.56		163.31		168.21		173.26		178.46
3"		335.62		345.69		356.06		366.74		377.74		389.08
4"		589.92		607.62		625.85		644.62		663.96		683.88
6"		1,316.58		1,356.08		1,396.76		1,438.66		1,481.82		1,526.28
8"		2,333.88		2,403.90		2,476.01		2,550.29		2,626.80		2,705.61
10"		3,641.84		3,751.10		3,863.63		3,979.54		4,098.92		4,221.89

Volume Rate/1,000 Gal

1,500	Above	3.27	3.37	3.47	3.57	3.68	3.79
-------	-------	------	------	------	------	------	------

FHMW Hydrants

Customer Service Charge

5/8 X 3/4"	\$	22.80	\$	23.48	\$	24.19	\$	24.91	\$	25.66	\$	26.43
1"		44.97		46.32		47.71		49.14		50.61		52.13
1 1/2"		90.36		93.07		95.86		98.74		101.70		104.75
2"		153.94		158.56		163.31		168.21		173.26		178.46
3"		335.62		345.69		356.06		366.74		377.74		389.08
4"		589.92		607.62		625.85		644.62		663.96		683.88
6"		1,316.58		1,356.08		1,396.76		1,438.66		1,481.82		1,526.28
8"		2,333.88		2,403.90		2,476.01		2,550.29		2,626.80		2,705.61
10"		3,641.84		3,751.10		3,863.63		3,979.54		4,098.92		4,221.89

Volume Rate/1,000 Gal

1,500	Above	3.27	3.37	3.47	3.57	3.68	3.79
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INDW Industrial

Customer Service Charge

5/8 X 3/4"	\$	22.80	\$	23.48	\$	24.19	\$	24.91	\$	25.66	\$	26.43
1"		44.97		46.32		47.71		49.14		50.61		52.13
1 1/2"		90.36		93.07		95.86		98.74		101.70		104.75
2"		153.94		158.56		163.31		168.21		173.26		178.46
3"		335.62		345.69		356.06		366.74		377.74		389.08
4"		589.92		607.62		625.85		644.62		663.96		683.88
6"		1,316.58		1,356.08		1,396.76		1,438.66		1,481.82		1,526.28
8"		2,333.88		2,403.90		2,476.01		2,550.29		2,626.80		2,705.61
10"		3,641.84		3,751.10		3,863.63		3,979.54		4,098.92		4,221.89

Volume Rate/1,000 Gal

1,500	Above	3.27	3.37	3.47	3.57	3.68	3.79
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CITY OF SHERMAN WATER/WASTEWATER COST OF SERVICE MODEL													
		Current	Effective Oct-21	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25						
City Rate Plan -- Five Year Summary Scen: 2021 07 19 Scenario II -- Uniform Adj.													
OUTSW	Outside												
	Customer Service Charge												
	5/8 X 3/4"	\$	45.60	\$	46.97	\$	48.38	\$	49.83	\$	51.32	\$	52.86
	1"		89.94		92.64		95.42		98.28		101.23		104.27
	1 1/2"		180.72		186.14		191.73		197.48		203.40		209.50
	2"		307.88		317.12		326.63		336.43		346.52		356.92
	3"		671.24		691.38		712.12		733.48		755.49		778.15
	4"		1,179.84		1,215.24		1,251.69		1,289.24		1,327.92		1,367.76
	6"		2,633.16		2,712.15		2,793.52		2,877.33		2,963.64		3,052.55
	8"		4,667.76		4,807.79		4,952.03		5,100.59		5,253.61		5,411.21
	Volume Rate/1,000 Gal												
	1,500	Above	6.54	6.74	6.94	7.15	7.36	7.58					
WHO1W	Knollwood												
	Customer Service Charge												
	5/8 X 3/4"	\$	22.80	\$	23.48	\$	24.19	\$	24.91	\$	25.66	\$	26.43
	1"		44.97		46.32		47.71		49.14		50.61		52.13
	1 1/2"		90.36		93.07		95.86		98.74		101.70		104.75
	2"		153.94		158.56		163.31		168.21		173.26		178.46
	3"		335.62		345.69		356.06		366.74		377.74		389.08
	4"		589.92		607.62		625.85		644.62		663.96		683.88
	6"		1,316.58		1,356.08		1,396.76		1,438.66		1,481.82		1,526.28
	8"		2,333.88		2,403.90		2,476.01		2,550.29		2,626.80		2,705.61
	Volume Rate/1,000 Gal												
	1,500	Above	3.27	3.37	3.47	3.57	3.68	3.79					
WHO2W	Gunter-Marilee												
	Volume Rate/1,000 Gal												
	-	Above	3.43	3.54	3.64	3.75	3.86	3.98					
WHO3W	Dorchester												
	Volume Rate/1,000 Gal												
	-	Above	1.53	1.58	1.62	1.67	1.72	1.77					
RW01	Panda-Sherman Raw Water												
	Customer Service Charge												
		\$	24,448.00	\$	25,181.44	\$	25,936.88	\$	26,714.99	\$	27,516.44	\$	28,341.93
	Volume Rate/1,000 Gal												
	-	Above	0.72	0.74	0.77	0.79	0.81	0.84					

Current	Effective Oct-21	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25
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2 Wastewater Monthly Rates and Charges

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			CITY OF SHERMAN WATER/WASTEWATER COST OF SERVICE MODEL					
			Current	Effective Oct-21	Effective Oct-22	Effective Oct-23	Effective Oct-24	Effective Oct-25
<i>City Rate Plan -- Five Year Summary</i>								
<i>Scen: 2021 07 19 Scenario II -- Uniform Adj.</i>								
OUTSWW	Outside							
	<u>Customer Service Charge</u>		16.38	17.36	18.58	19.88	21.27	22.76
	<u>Volume Rate/1,000 Gal</u>							
	1,500	9,000	6.96	7.38	7.89	8.45	9.04	9.67
WHO1WW	Howe							
	<u>Customer Service Charge</u>		8.19	8.68	9.29	9.94	10.64	11.38
	<u>Volume Rate/1,000 Gal</u>							
	1,500	Above	3.48	3.69	3.95	4.22	4.52	4.84
	Knollwood							
	<u>Customer Service Charge</u>		8.19	8.68	9.29	9.94	10.64	11.38
	<u>Volume Rate/1,000 Gal</u>							
	1,500	Above	3.48	3.69	3.95	4.22	4.52	4.84



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 09/20/2021

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6416

Amending Chapter 2 (Animal Services) of the Code of Ordinances, City of Sherman, Texas; Prescribing Regulations to Ensure the Health and Humane Treatment of Animals and the Public; Defining Terms; Establishing Regulations on Animals, Dogs and Cats, Dangerous Dogs And Rabies Control; Providing For An Animal Shelter Advisory Board; Regulating Pet Shops And The Retail Sale Of Animals; Providing A Repealing Clause And Severability Clause; Providing A Penalty Not To Exceed \$500.00

Issue:

Amending Chapter 2 (Animal Services) of the Code of Ordinances, City of Sherman, Texas; Prescribing Regulations to Ensure the Health and Humane Treatment of Animals and the Public; Defining Terms; Establishing Regulations on Animals, Dogs and Cats, Dangerous Dogs And Rabies Control; Providing For An Animal Shelter Advisory Board; Regulating Pet Shops And The Retail Sale Of Animals

Background:

The Sherman Police Department assumed responsibility of the City's Animal Services in October of 2020. Since that time, the Department has worked with staff and the City's Animal Services Advisory Committee to review the City's Animal Ordinance. After review it was determined to repeal and replace the existing ordinance in order to provide the City with the most comprehensive, appropriate ordinance for the City of Sherman. The presented ordinance contains updated definitions, allowances, and prohibitions which will ultimately improve the quality of life for the City's citizens and animals. A discussion of this issue was presented to the Council at the 9/7 Council meeting.

Origination:

Wes Trisler, Assistant Chief
Zachary Flores, Chief of Police

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The City staff recommends the City Council hold the public hearing and adopt this ordinance to amend the code provisions related to Animal Control.

Alternatives:

The Council could choose not to adopt the proposed ordinance.

Attachments

Ordinance No. 6416

ORDINANCE NO. 6416

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 2 (ANIMAL SERVICES) OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS; PRESCRIBING REGULATIONS TO ENSURE THE HEALTH AND HUMANE TREATMENT OF ANIMALS AND THE PUBLIC; DEFINING TERMS; ESTABLISHING REGULATIONS ON ANIMALS, DOGS AND CATS, DANGEROUS DOGS AND RABIES CONTROL; PROVIDING FOR AN ANIMAL SHELTER ADVISORY BOARD; REGULATING PET SHOPS AND THE RETAIL SALE OF ANIMALS; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$500.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary and in the public interest to ensure the health and humane treatment of animals and the public in the City of Sherman, Texas ("Sherman" or "City"); and

WHEREAS, the City Council has investigated and determined that the Sherman Code of Ordinances, Chapter 2 (Animal Services) should be amended as provided herein; and

WHEREAS, the City Council finds that it is in the best interest of Sherman and its citizens to amend the Code of Ordinances as set forth below, and that such amendments are in furtherance of the health, safety, morals and general welfare of the Sherman community.

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

SECTION 1. That the Code of Ordinances, Chapter 2 (Animal Services) is amended in its entirety as follows:

"Chapter 2 - ANIMAL SERVICES

Article 2.01. Generally.

Sec. 2.01.001. – Definitions.

For the purpose of this chapter, the following terms, phrases, and words have the meanings given to them in this section.

Abandon means leaving in an enclosure or at large without providing food and water or shelter from sun, rain, hail, or snow.

Abused means wounded, maimed, trapped, beaten, crippled, starved, or tortured by any means or lack of necessary, immediate medical care or failure to give food or water when there is a duty

to do so.

Animal means any member of the group of living beings from the class of mammals (excluding humans), bird or fowl, reptiles, or amphibians generally capable of spontaneous and rapid motor response to stimulation.

Animal control officer or animal services officer means an employee of the City appointed by the animal services supervisor to supervise the operation and maintenance of the City animal shelter, to act as the animal control authority under state law, and to help carry out and enforce the provisions of this chapter.

Animal rescue organization means any not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, which rescues and places animals into permanent homes. Animal rescue organization does not include an entity that breeds animals, or an entity that in exchange for payment or compensation obtains any dog or cat from a person who either breeds dogs or cats or facilitates the sale of dogs or cats that were obtained from a person who breeds dogs or cats.

Animal services means the City of Sherman Police Department of Animal Services.

Animal services supervisor means the animal services supervisor, or their authorized representative. The animal services supervisor shall be responsible for the enforcement of this chapter and any regulations promulgated hereunder, unless otherwise provided by law.

Animal shelter means the City of Sherman Animal Shelter.

Attack means the unprovoked biting or scratching of a person or an animal by an animal.

At large means:

- (1) *On premises of owner.* Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length, and/or manner of construction to preclude the animal from leaving the premises of the owner.
- (2) *Off premises of owner.* Any animal which is not physically and continually restrained by some person, by means of a leash or chain of proper strength and not more than six feet in length, to control the actions of such animal while off premises.
- (3) Provided however, that any animal confined within a cage, automobile, truck, or any other vehicle of its owner shall not be deemed at large.
- (4) Provided however, that any dog lawfully allowed in Fairview Dog Park or other City-approved off-leash site shall not be deemed at large.

Bee means any stage of the common domestic honey bee (*Apis mellifera*).

Bodily injury means physical pain, illness, or any impairment of physical condition.

Breeder means a person who breeds dogs or cats and transfers possession of more than two (2) litters in a twelve-month period.

Cat means all domesticated members of the feline family.

Chicken means all breeds of *Gallus gallus domesticus*, a common domesticated fowl widely kept for meat and eggs.

Coyote hybrid means an animal that is the offspring created by the mating of a coyote with a noncoyote animal, or is shown to be a coyote hybrid by the testimony of a licensed veterinarian or animal control officer, or is represented to be a coyote hybrid by a person who owns or exercises control or custody of said animal.

Dangerous dog means a dog that:

- (1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Dangerous, wild animal means all undomesticated animals including, but not limited to, lions, tigers, bears, wolves, wolf hybrids, coyote, coyote hybrids, apes, monkeys, foxes, baboons, skunks, raccoons, squirrels, birds of prey, migratory birds, other nondomestic birds, and all forms of poisonous, venomous, or otherwise dangerous reptiles.

Designated caretaker means the provisional assumption of ownership for the purposes of administering preventative immunizations and treatment including emergent humane euthanasia as directed by a licensed veterinarian in the event of suffering during an animal's stray hold period at an impound facility.

Direct physical control means outside with the dog and near enough to the dog to exercise physical control over the dog in the event it should become necessary to do so to protect the dog, a human, or another animal from harm.

Dog means any domesticated member of the canine family excluding wolf hybrids that contain any percentage of wolf and coyote hybrids that contain any percentage of coyote.

Domesticated animal means any animal which is naturally tame and gentle.

Electric fence means any fence with electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of restraining or excluding an animal.

Endangered species means any species of animal that is considered endangered by international, federal, or state regulations.

Foster home means a temporary care facility for an animal owner or harborer.

Harbor means to provide home, sustenance, shelter, refuge, care, or habitat for or to exercise custody or control over a domestic animal. Harbor does not include feeding wildlife or providing assistance in an emergency to an injured or ill animal or providing care on a temporary or one-time basis so long as such activity is not a nuisance to others.

Harborer is a person who harbors a domestic animal.

Hen means a female chicken.

Impound means to take into custody or to place in the animal shelter of the City or other authorized confinement area.

Licensed veterinarian or *veterinarian* means a veterinarian licensed by the Texas Board of Veterinary Examiners.

Livestock means domestic animals generally used or raised on a farm for profit or use, including, but not limited to, cattle, cows, sheep, goats, pigs, bulls, stallions, jacks, hogs, and sows.

Microchip implant means a passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip reader means an electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal and display the number of the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Miniature donkey means a donkey that is no taller than thirty-four (34) inches at the withers.

Miniature horse means a horse that is no taller than thirty-four (34) inches at the withers.

Municipal court means the City municipal court of record.

Neglected means without sufficient food, shelter, water, or without appropriate veterinary care and treatment to maintain health, or heavily infested with parasites.

Nuisance animal means any wild or feral animal found on a person's property that reasonably could be a threat to personal property, safety, or health.

Offer for sale means to proffer, display or advertise for the sale, adoption or other commercial transfer of an animal.

Owner means any person who owns, keeps, shelters, maintains, feeds, harbors or has temporary or permanent custody of a domestic or prohibited animal, or who knowingly permits a domestic or prohibited animal to remain on or about any premises occupied by that person over which that person has control. An animal shall be deemed to be owned by a person who harbored it, fed it, or sheltered it for three (3) consecutive days or more. If a person under the age of seventeen (17) owns an animal subject to the provisions of this chapter, the head of the household of which such person under the age of seventeen (17) is a member shall be the person responsible for the animal under this chapter. Such household head may himself be under the age of seventeen (17) and therefore subject to prosecution under this chapter. There may be more than one (1) person responsible for an animal.

Permit means a certificate or permit issued by the City.

Person means an individual, association, partnership, corporation, trust, estate, joint-stock company, or foundation.

Pet shop means a business establishment, whether licensed or not by animal services, where dogs and cats are sold, offered for sale, bartered, traded, given away or otherwise transferred.

Pigmy goat means a goat that is no taller than twenty-three (23) inches at the withers.

Potbellied pig means a dwarf swine breed originally developed in the 1960s from a breed in Vietnam.

Pooper scooper means any device or container used to remove animal feces.

Primary enclosure means any structure used to immediately restrict an animal to a limited amount of space, including a cage, pen, run, room, compartment, or hutch.

Prohibited animal means an animal that poses a potential physical or zoonotic disease threat; that is a member of an endangered species; or that is protected by international, federal, or state regulations other than a common domestic species regardless of state of duration of captivity including, but not limited to, the following categories:

(1) *Class Reptilia.*

Category I-Order Squamata, family Helodermatidae (the venomous lizards such as Gila monsters and beaded lizards), family Hydrophiidae (marine snake), family Vioeridae (such as rattlesnakes, copperheads, cottonmouth, moccasin, and true vipers), family Elapidae (such as coral snakes, cobras, and mambas), family Colubridae (including rear-fanged colubrids such as Dispholidus typus (boomslang), Hydrodynastes gigas (water cobra), Boiga dendrophilia (mangrove snake), and other venomous Boiga species, and Thelotornis kirtlandi (twig snake), family Boidae (such as pythons, boas, and anacondas); order Crocodilia (such as crocodiles, caimans, and gavials).

(2) *Class Aves.*

- a. Category II-Order Sfrigiformes (such as owls), order Falconiformes (such as falcons, hawks, eagles, and vultures).
- b. Category III-Super-order Paleo-gnathae (Ratites) (such as ostriches, rheas, cassowaries, and emus).

(3) *Class Mammalia.*

- a. Category IV-Order Carnivora, family Felidae (such as lions, ocelots, margays, tigers, jaguars, leopards, and cougars), except domestic cats, the family Canidae (such as wolves, dingos, coyotes, and jackals), except domestic dogs, family Ursidae (such as bears), suborder Pinnipedia (such as seals and sea lions); order Primata (such as apes, orangutans, chimpanzees, and gorillas); order Proboscidea (elephants); order Chiroptera (bats); order Ungulata (such as antelope, deer, bison, and camels); and order Marsupiala (such as kangaroos);
- b. Category V-Order Carnivora, family Mustelidae (such as weasels, skunks, martins, ferrets, mink, and badgers), family Procyonidae (raccoon), family Vivveridae (such as civets and mongooses); order Edentata (such as sloths, anteaters, and armadillos); and order Rodentia (such as porcupines). Ferrets are not prohibited animals.

(4) *Fish.*

Category VI-Order Anguilliformes, family Muraenidae and family Congridae (eels); order Cypriniformes; family Characidae (piranha fish).

- (5) *Exceptions to list of class; family and order of prohibited animal.* The term prohibited animal does not include livestock, fowl, poultry, or common household pets, such as a psittacine bird, canary, finch, cockatiel, or other commonly kept domestic birds, small monkey, hamster, guinea pig, gerbil, rabbit, fish, or small, non-venomous reptile which is less than six (6) feet long and are not listed in any category above.

Residential purpose means use as a dwelling or residence, including, but not limited to, multifamily, fourplex, triplex, duplex, single-family dwelling, hotel, motel, and mobile home uses.

Restraint used with respect to a dog, means kept under the direct physical control of the animal's owner, by a leash, cord, chain, or similar physical attachment.

Rooster means a male chicken.

Secure enclosure means a securely enclosed area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children;

- (3) Capable of preventing the escape or release of an animal;
- (4) Clearly marked as containing a dangerous animal;
- (5) Enclosed by a secure top and sides with a solid bottom or, constructed in such a manner which would prevent the animal from tunneling under the secure enclosure and escaping;
- (6) Protected from the elements adequately for the animal's humane care; and
- (7) In conformance with the requirements for enclosures established by the animal services supervisor or by this chapter.

A structure such as a house, mobile home, apartment, travel trailer, or other habitation or similar structure is not a secure enclosure when any window is open, or when a screen window or a screen door or other penetrable barrier is the only obstacle preventing the animal from exiting the structure, or when any door or other opening used for entry or exit by persons or animals is accessible to the dangerous animal.

Seize means the act of taking physical possession of an animal.

Shelter means any structure that will shield an animal from the direct rays of the sun when the temperature is above ninety (90) degrees Fahrenheit or direct exposure to wind from the north when the temperature is below fifty (50) degrees Fahrenheit.

Sterilized, in reference to an animal, means rendered incapable of reproduction by means approved by the American Veterinary Medical Association.

Supervisor means the animal services supervisor or their authorized representative.

U.S.D.A. means the United States Department of Agriculture.

Unprovoked attack means an attack by an animal on a person who at the time of the attack by the animal was not committing a willful trespass or other tort upon the premises occupied by the owner or harbinger of the animal; or was not teasing, tormenting, abusing, or hitting the animal; or had not in the past, been observed or reported to have teased, tormented, abused, or hit the animal; or was not committing or attempting to commit a crime.

Vaccination means the inoculation of an animal with a rabies vaccine, that is licensed by the United States Department of Agriculture for use in that species, and which is administered according to the label's directions by a veterinarian or a technician under a veterinarian's purview as allowed by state law for the purpose of immunizing the animal against rabies.

Wolf hybrid means a canid that is the offspring created by the mating of a wolf with a nonwolf animal, or is shown to be a wolf hybrid by the testimony of a licensed veterinarian or an animal control officer, or is represented to be a wolf hybrid by a person who owns or exercises control or custody over said animal.

Working day means any day Monday through and including Saturday, excluding Sunday, and excluding City, state, and federal-observed holidays.

Zoological park means a permanent facility other than a pet shop or kennel, displaying or exhibiting one (1) or more species of nondomesticated animals and operating under the inspection authority of the U.S.D.A.

Zoonotic disease means a disease which is of animal origin and usually causes illness to other members of animal populations and which can adversely affect man.

Sec. 2.01.002. – Authority; duties; enforcement; territorial application.

- (a) The animal services department shall fall under the authority of the Sherman Police Department.
 - (1) The animal services supervisor shall act as the local rabies control authority for the purpose of enforcing animal health and control laws of the State of Texas.
 - (2) The City may employ animal services officers to assist the animal services supervisor in the carrying out of specified duties.
- (b) It shall be the duty of the animal services supervisor and designated representatives to:
 - (1) Administer and enforce all state and federal laws pertaining to animals that authorize the local rabies control authority or animal services officers to enforce the same;
 - (2) Administer and enforce the animal ordinances of the City when a nuisance or health problem is caused by one (1) or more animals;
 - (3) Supervise the animal services operations of the City;
 - (4) Seize and impound all animals when authorized or required by this chapter; and
 - (5) Aid the state health department in the enforcement of area quarantines.
- (c) The animal services supervisor and animal services officers of the City who are licensed peace officers shall have the authority to issue citations for any violation of this chapter. The animal services supervisor and animal services officers of the City shall have any other power or duty stated within the terms of this chapter. If the person being cited is not present, the animal services officer may send the citation to the alleged offender by registered or certified mail, return receipt requested, by depositing the same in the U.S. mail, postage prepaid.
- (d) It shall be unlawful for any person to knowingly prevent, interfere with, or obstruct the animal services supervisor or an animal services officer in the performance of their duties. It shall be unlawful for any person to fail to comply with any lawful order of the animal services supervisor or any animal services officer of the City. It shall be unlawful for an

animal's owner or harbinger to intentionally or knowingly deceive or mislead animal services by statement, action, or omission, in order to avoid a penalty, charge, or other consequence under this chapter.

- (e) The animal services supervisor and their authorized representatives shall have the authority to adopt, transfer, or humanely euthanize an animal as a result of the animal being impounded for more than seventy-two (72) hours, using the Asilomar Accords Guiding Principles and Definitions or as otherwise required by state law.
- (f) In addition to the authority to destroy, impound, or euthanize animals otherwise granted in this chapter, the animal services supervisor, their authorized representatives, and any licensed peace officer are authorized to:
 - (1) Destroy an animal which poses an imminent danger to a person or property or a real or apparent immediate necessity exists for destruction of the animal;
 - (2) Impound an animal which is diseased or endangers the health of a person or another animal, or is at large; and
 - (3) Destroy any animal suspected of having rabies when such animal is found at large, after having made a reasonable, but unsuccessful effort to capture the animal.
- (g) In any complaint and in an action or proceeding brought for the enforcement of any provision of this chapter, it shall not be necessary to negate any exception, excuse, proviso, or exemption contained in this chapter; and the burden of proof of any such exception, excuse, proviso, or exemption shall be on the owner or defendant as an affirmative defense.
- (h) Any violation of this chapter shall be considered a nonculpable offense, unless the article or section specifically sets out the necessary culpability for the offense. The criminal penalty for a violation of this chapter shall be as set forth in Section 1.01.009 of this Code. The City shall be entitled to pursue all other criminal and civil remedies to which it is entitled under the authority of federal, state, or local law.
- (i) This chapter and the standards, requirements, limitations, and prohibitions set forth herein shall apply within the city limits and within the area immediately contiguous and adjacent to the city limits, extending for a total distance of 5,000 feet; provided, however, that this chapter shall not apply within any portion of said 5,000-feet area that is contained within the territory of any other municipal corporation.

Sec. 2.01.003 – Establishment of Animal Services Advisory Committee.

The City Council shall, by resolution, appoint an animal services advisory committee. The membership, function, frequency of meetings and authority of the committee shall comply with state law, including Texas Health and Safety Code § 823.005.

Secs. 2.01.004 – 2.01.009 – Reserved

Article 2.02. Humane Treatment of Animals; Animal Nuisances.

Sec. 2.02.001. – Inhumane treatment, generally.

- (a) It shall be unlawful for a person to treat an animal inhumanely.
- (b) For the purposes this article, inhumane treatment means:
 - (1) to unnecessarily permit or cause pain or suffering;
 - (2) to unnecessarily deprive the animal of food, veterinary care, or shelter; or
 - (3) to confine in a manner that is injurious to the animal's health and/or wellbeing.

Sec. 2.02.002. – Animals running at large.

- (a) It is unlawful for the owner or harbinger of an animal to fail to prevent it from running at large within the City.
- (b) It is unlawful for the owner or harbinger of any animal to fail to provide any animal with an enclosure or system of restraint secure enough to prevent the animal from running at large. Use of an electric fence, an electronic collar or other similar device as a system of restraint is not sufficient to satisfy the requirements of this section, except that an underground, invisible and fully operational electric fence may be used as a system of restraint for tracts of land five acres or larger that are enclosed by a fence of that type.
- (c) Evidence that an animal is at large establishes a presumption that its owner or harbinger knowingly failed to prevent any animal from being at large.
- (d) Evidence that an animal is at large establishes a presumption that its owner or harbinger knowingly failed to provide it with an enclosure or system of restraint secure enough to prevent it from being at large.

Sec. 2.02.003. – Retention of animals at large.

A person commits an offense if the person confines an at-large animal, other than one already owned by the person, on their property without notifying animal services of the confinement within twenty-four (24) hours of the confinement.

Sec. 2.02.004. – Restraint requirements for dogs.

- (a) *General prohibition on tethering.* It is unlawful for a person to restrain a dog with a chain or tether unless the person is holding the chain or tether.
- (b) *Affirmative defenses.* It is an affirmative defense to a violation of subsection (a) that the restraint:

- (1) Is required to protect the safety or welfare of a person or the dog, if the dog's owner remains with the dog throughout the period of restraint; or
- (2) Occurs on the owner's premises and:
 - a. While the dog is within the owner's direct physical control; and
 - b. While the dog is prevented from being within fifteen (15) feet from the edge of any public street or sidewalk.
- (c) *Exceptions.* The prohibition of subsection (a) does not apply to a temporary restraint:
 - (1) During a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity; or
 - (2) While in the presence of the owner in a designated City dog park.
- (d) *Restraint specifications.* The affirmative defenses provided in subsection (b) and exceptions in subsection (c) do not apply unless the restraint meets the following specifications:
 - (1) The chain, leash, cord, or tether is not placed directly around the dog's neck and is attached to a properly fitting collar or harness worn by the dog;
 - (2) The chain, leash, cord, or tether does not exceed more than one-tenth of the dog's body weight;
 - (3) The chain, leash, cord, or tether, by design and placement, is unlikely to become entangled; and
 - (4) The dog is restrained in a manner that permits access to necessary shelter and water.
 - (5) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area and all other requirements of this section are met.
- (e) *Violation.* A person commits an offense if he violates this section. The person's conduct with respect to each dog constitutes a separate offense.
- (f) *Hand-held leashes.* This section does not prohibit a person from walking a dog with a hand-held leash.
- (g) *Dogs running at large strictly prohibited.* Nothing in this section authorizes an owner to allow a dog to run at large or to fail to provide appropriate restraint or enclosure as required by this chapter.

Sec. 2.02.005. – Abandonment of animals in City prohibited.

It is unlawful for any person to abandon any animal in the City.

Sec. 2.02.006. – Animal safety.

- (a) *Animals in vehicles.* It shall be unlawful to leave an animal in a standing or parked vehicle without providing the animal with adequate air and protection from heat or cold. An animal left under such conditions may be impounded.
- (b) *Tethered animals.* It shall be unlawful for an owner or harborer to allow an animal to be tethered to a stationary object or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian as determined by the animal services supervisor. The term “unhealthy situation” shall include, but not be limited to, the following:
 - (1) To tether any animal in such a manner as to cause the animal injury;
 - (2) To tether any animal in such a manner as to not permit the animal access to shelter, food, or water. It shall be an affirmative defense to this subsection that the owner or harborer was in the same location as the dog or other animal while the animal was tethered;
 - (3) To tether any animal in such a manner as to permit the animal to leave the premises owned, leased, or occupied by the animal’s owner or harborer or to permit the animal access on any public right-of-way;
 - (4) To tether any animal in such a manner as to permit the animal to leave the owner or harborer’s property;
 - (5) To allow any tethered animal to become entangled; or
 - (6) To use choke, pinch, or prong type collars to tether any animal.

Sec. 2.02.007. – Vaccination required.

- (a) A person commits an offense if he owns any dog or cat over four (4) months of age without having such dog or cat currently vaccinated against rabies.
- (b) A person who owns a dog commits an offense if he fails to display on such dog a current rabies vaccination tag furnished by a veterinarian
- (c) A person who owns a dog or cat commits an offense if he displays on such dog or cat a rabies vaccination tag issued to another animal.
- (d) Each animal in violation of this section constitutes a separate offense.

Sec. 2.02.008. – Animals creating a nuisance.

- (a) *Noise.* It shall be unlawful for any animal's owner or harborer to allow the peace and quiet of the neighboring properties or of persons of normal sensibilities within the vicinity of the animal to be disturbed by the animal's barking, howling, crowing, or other noise of any kind.
- (b) *Odor.* It shall be unlawful for any animal's owner or harborer to allow the peaceable use and enjoyment of the neighboring properties or of persons of normal sensibilities within the vicinity of the animal to be disturbed by the smell of the animal, its food, its waste, or its enclosure.
- (c) *Other Nuisances.* It shall be unlawful for any animal's owner or harborer to keep or maintain yards, pens, coops, or other enclosures in which animals are confined in such a manner as to breed or attract flies, mosquitoes, or other noxious insects or rodents, or in any manner to endanger the public health, safety, or welfare, or to create a public nuisance.
- (d) *Banishment.* In any case where one or more animals have been the cause of a substantial number of bona fide nuisance complaints under this chapter from multiple sources, the animal services supervisor may petition the municipal court to order the removal of the animal(s) from the city limits. A substantial number of nuisance complaints means three or more complaints within the past twelve (12) months. Multiple sources means that there are two or more reporting parties that do not reside at the same address. A complaint is bona fide if made in good faith and is not unfounded, as determined by the animal services supervisor. If the court orders the animal removed, it must be microchipped (dogs and cats only), registered with animal services and removed to a permanent location that is greater than 5,000 feet outside the city limits. If an animal that was ordered removed is found within the boundary of 5,000 feet outside the city limits, the City may obtain a seizure warrant from the municipal court, which warrant shall order the humane disposition of such animal in accordance with this chapter.

Sec. 2.02.009. – Animal waste requirements.

- (a) It is unlawful for any person to maintain any pen, enclosure, yard, or area for any animal in an unsanitary manner.
- (b) It is unlawful for an owner or harborer to allow their dog's feces to remain in any public place or another person's private property. (This provision may be referred to as the "Pooper Scooper Law.")
- (c) It is an affirmative defense to prosecution under subsection (c) that the site contained only animal feces from a herbivore and was a residential compost mound or was zoned for agricultural uses, not within five hundred (500) feet of residentially zoned property, and not in violation of subsection (a) above. Such compost mounds shall only be utilized if measures are taken to protect against breeding of flies and to prevent migration of fly larvae (maggots) into the surrounding soil.

Sec. 2.02.010. – Permit for breeders of dogs or cats.

- (a) A person shall not breed dogs or cats unless the person has a permit.
- (b) Permits shall be valid for one (1) year, unless revoked.
- (c) To obtain a breeder's permit, a person must make application with the animal services supervisor, and the following requirements must be met for a breeder's permit to be issued:
 - (1) Name and address of applicant and address of proposed location for breeding the dogs or cats (if different from applicant's address);
 - (2) Approval by the animal services supervisor for the maximum number of dogs or cats that will be kept at the location;
 - (3) The plans or designs showing both the enclosed indoor cages or pens, which shall be a minimum number of square feet for each animal over weaning age, said amount of square feet to be determined by the animal services supervisor, depending upon the breed of the dog or cat, and a drawing showing the proposed design and the enclosed outdoor area for the dogs or cats, which shall be at least one hundred (100) square feet per animal over the normal weaning age;
 - (4) An inspection report by City personnel approving the enclosed indoor facilities where the dogs or cats will be kept and affirming that the facilities match the submitted plans, or if the facilities have not been built yet, a statement of review by City personnel that the proposed facilities are acceptable under this chapter;
 - (5) The property to be used for breeding dogs or cats must be properly zoned for such use under the City's zoning ordinance; and
 - (6) An annual fee of fifty dollars (\$50.00).
- (d) A breeder's permit may be revoked by the animal services supervisor at any time if any of the following occurs:
 - (1) If the dogs or cats bark, howl, or create noises that disturb the neighbors;
 - (2) If the indoor or outdoor areas for the dogs or cats are not maintained in a sanitary condition;
 - (3) If any person is bitten or scratched by any of the dogs or cats on the premises;
 - (4) If any of the dogs or cats are found to be a dangerous animal; or
 - (5) If any provisions of this chapter are violated by the person holding the breeder's permit.

- (e) The decision of the animal services supervisor in regard to the issuance of a permit or the revocation of a permit is final unless the applicant/permittee files a written appeal with the Office of the Chief of Police within ten (10) working days after the date on the communication notifying the applicant/permittee of the animal services supervisor's action. Appeals shall be considered by the Chief of Police. If the Chief of Police concurs with the decision of the animal services supervisor, the decision is final unless the applicant/permittee files a written appeal with the City Clerk addressed to the City Manager within ten (10) working days from the date on the communication notifying the applicant/permittee of the decision. The City Manager's decision on the appeal is final

Sec. 2.02.011. – Limitation on number of dogs or cats.

- (a) It is unlawful to harbor, keep, or maintain more than ten (10) dogs, cats, or a combination thereof on any premises utilized for residential purposes.
- (b) It is an affirmative defense to a violation of subsection (a) if the dogs or cats are four months of age or younger and are part of a litter that is in the process of being weaned.
- (c) It is an affirmative defense to subsection (a) if the owner of the animals obtains an annual permit from the City. To be entitled to a permit, the owner must submit an application for the over ten permit, pay the fee as set by City Manager, and pass an inspection of the premises by animal services.
 - (1) The inspection of the premises is to ensure compliance with this chapter, including but not limited to requirements regarding the provision of food, care, and shelter and preventing nuisances.
 - (2) The inspection may be waived if, within the preceding twelve (12) months, there have been no bona fide complaints regarding violations of this chapter. A complaint is bona fide if made in good faith and is not unfounded, as determined by the animal services supervisor. This section does not obligate animal services to waive the inspection if the City determines, in its discretion, that an inspection is warranted.
 - (3) The permit fee may be waived if the owner is fostering animals for the City, and is not otherwise in violation of this chapter. The animal services supervisor may waive the permit fee as a part of promotion for adoption or to encourage compliance with this chapter.

Sec. 2.02.012. – Hogs, sows, pigs prohibited in City; affirmative defense for potbellied pigs; requirements for keeping potbellied pigs; requirements for keeping bees.

- (a) It is unlawful to maintain and keep any hog, sow, or pig in the City.
- (b) It is an affirmative defense to subsection (a) that the animal is a potbellied pig, which meets the following requirements:

- (1) That there are no more than two (2) adult potbellied pigs in any one (1) household within the City;
 - (2) It is indoors at all times other than times for evacuation of waste material or during exercise periods;
 - (3) It is not in violation of any applicable provision of this chapter;
 - (4) It receives annual vaccinations for erysipelas.
- (c) *Keeping bees.* A person who keeps bees shall:
- (1) Maintain each colony in a healthy state;
 - (2) Maintain the grounds near each hive in a sanitary manner;
 - (3) Ensure that a convenient source of water is available to each colony at all times;
 - (4) Mark each hive with the name and telephone number of the beekeeper; and
 - (5) The animal services supervisor shall have the authority to require a person to reduce the number of hives or require other reasonable safety precautions in an apiary in order to abate any nuisance.

Sec. 2.02.013. – Restrictions on size and locations for keeping livestock.

- (a) It is unlawful for any person to keep any mule, donkey, horse, mare, colt, bull, cow, calf, sheep, goat, cattle, or livestock (does not include requirement for pygmy goats, miniature horses, or miniature donkeys, which are in subsection (b) below):
 - (1) Closer than fifty (50) feet from any building located on adjoining property that is used for human habitation; or
 - (2) On a lot or parcel of land that does not contain at least one (1) acre per animal.
- (b) It is unlawful for any person to keep a pigmy goat or miniature horse or miniature donkey:
 - (1) Closer than fifty (50) feet from any building located on adjoining property that is used for human habitation;
 - (2) Without overhead shelter containing at least seventy-five (75) square feet per animal; or
 - (3) On a parcel of land that does not contain at least one thousand eight hundred (1,800) square feet per animal, provided; the animal services supervisor shall have the authority to adjust the square footage requirement if the animals can be maintained without creating a nuisance.

Sec. 2.02.014. – Regulations on the keeping of chickens.

- (a) A person commits an offense if he keeps or maintains:
 - (1) More than one (1) rooster without having a minimum of six (6) hens or more than ten (10) chickens total, including the rooster, on land of one (1) acre or less.
 - (2) More than one (1) rooster for every six (6) hens on land greater than one (1) acre.
- (b) A person commits an offense if he houses or keeps chickens in a structure or enclosure at a distance within twenty-five (25) feet from any building or structure used or intended for human occupancy or human habitation located on another's property.
- (c) A person commits an offense if he keeps or maintains chickens in an enclosure that is not:
 - (1) Designed, erected, and maintained in accordance with applicable building and zoning requirements of City code;
 - (2) A three (3) or more sided structure with a minimum of one (1) square foot of roosting area per chicken with a roof or cover to allow the chickens to remain dry and protected from the elements and has direct access from the roosting area to an outdoor enclosure that is a minimum of ten (10) square feet of ground area per chicken;
 - (3) Constructed and maintained to reasonably prevent the collection of standing water;
 - (4) Easily accessed;
 - (5) Cleaned of droppings, uneaten feed, feathers, and other waste weekly or more often as needed to prevent foul odor;
 - (6) Predator proof; and
 - (7) Thoroughly ventilated.
- (d) A person commits an offense if he keeps or maintains chickens without fresh water at all times and food in sufficient quantity and with nutritive value to maintain the health of the animal.
- (e) A person commits an offense if he slaughters any chicken in public view.
- (f) *Affirmative defense.* It is an affirmative defense to this section if a person keeps or maintains a rooster when it is:
 - (1) Being exhibited during a special event approved by the City;

- (2) Owned by and kept on premises of a governmental entity for the purposes of a research, educational, or similar program conducted by a governmental entity;
- (3) Owned by and kept on premises of a medical, educational, or research institution for scientific or educational purposes, operating in compliance with all City ordinances and state and federal laws.

Sec. 2.02.015. – Riding or driving animals on sidewalks or streets.

- (a) It is unlawful for any person to ride or drive an animal on a public sidewalk.
- (b) It is unlawful for any person to ride or drive an animal within any portion of the street or right-of-way of a heavily traveled street.
- (c) It is an affirmative defense to prosecution for a violation of this section that a person is riding or driving an animal in a City-approved parade or event or is riding or driving an animal in the performance of the person's official duties as an employee of the City or other law enforcement agency.

Sec. 2.02.016. – Killing, trapping, etc., animals prohibited except in certain instances; authority to seize animals treated inhumanely.

- (a) It is unlawful for any person to wound, trap, maim, cripple, or inhumanely kill any animal.
- (b) It is an affirmative defense to prosecution for a violation of this section that the animal is a chicken slaughtered not within public view.
- (c) It is permissible to humanely trap, relocate, or humanely dispose of nuisance animals provided that doing so is not prohibited by other law.
- (d) The animal services supervisor may request a warrant from a court to enter any property within the City in order to carry out programs for the preservation of the health, safety, and general welfare of the City's citizens, and to determine the condition of any animal. The animal services supervisor may seize and impound any animal if it is:
 - (1) Without food or water;
 - (2) Abused, neglected, or kept or harbored in extreme weather conditions without shelter or protection;
 - (3) Restrained on a leash, chain, or other restraining line less than eight (8) feet in length, unless being exercised by a person;
 - (4) Enclosed in an area less than twenty (20) square feet except when the animal is being restrained by the City, a licensed veterinarian, or a bona fide humane organization; or

- (5) Abandoned.
- (e) It is unlawful for any person to permit any of the conditions in subsection (d) to exist on property under their control.
- (f) Animal services shall have the power to seize an animal with a warrant or court order if there is probable cause to believe one of the following conditions exist.
 - (1) The animal is found at large and/or has been abandoned.
 - (2) The animal is exhibiting symptoms of rabies, has been exposed to a rabid animal, or has bitten or scratched a human being.
 - (3) The animal is a dog that has caused the death or serious bodily injury of a person or otherwise meets the definition of a dangerous dog as defined in this chapter.
 - (4) The animal is being treated cruelly in violation of this chapter or State law.
 - (5) Animal services is authorized to seize the animal based on, or pursuant to, this chapter or other state law.
- (g) Animal services shall have the power to seize an animal without a warrant or court order if there is probable cause to believe one of the conditions listed in (f)(1)—(5) exist and under the following conditions:
 - (1) On public property, in all cases;
 - (2) On private property if:
 - a. The consent of the resident or property owner is obtained;
 - b. Animal services is in pursuit of an animal that is at large, or
 - c. An animal services officer reasonably believes there is imminent danger of serious bodily injury or death to the public, other animals, or the animal in question and there is insufficient time to obtain a warrant.
 - (3) Upon the request of a peace officer if the owner of the animal is not available and there is no one 18 years of age or older to accept responsibility for the animal.
- (h) Animal services officers are authorized to use necessary force to make lawful seizures of animals pursuant to this chapter.
- (i) Any animal that has been seized pursuant to subsection (f)(2) must be impounded and quarantined, and disposition of the animal shall only be permitted, as required by Chapter 826 of the Texas Health and Safety Code and Title 25 of the Texas Administrative Code Chapter 169, Subchapter A. Animal services shall notify the owner in writing when the

animal may be released from quarantine and when the animal must be redeemed to avoid transfer of ownership to the City for adoption or other humane disposition.

- (j) Seizure, impoundment, and disposition of an animal that is being treated cruelly shall be determined in accordance with Chapter 821 of the Texas Health and Safety Code.
- (k) Seizure, impoundment, and disposition of a dog that has caused the death or serious bodily injury of a person, or that meets the definition of dangerous dog, shall be governed by Section 2.02.018 of this chapter.

Sec. 2.02.017. – Unlawful slaughtering of animals.

It shall be unlawful for any person to maintain any property for the purpose of slaughtering any animal, except those establishments that have been duly licensed to slaughter animals under the laws of the state and applicable City ordinances.

Sec. 2.02.018. – Impoundment of dogs and cats.

- (a) Any dog or cat may be impounded by the animal services supervisor in any of the following circumstances:
 - (1) Any dog or cat running at large in the City;
 - (2) Any dog not having affixed to and wearing on a collar or harness a valid tag furnished by a veterinarian showing that said dog is currently vaccinated against rabies;
 - (3) (A dog or cat that is suspected of having inflicted bodily injury on any human being or animal, or poses a threat to public safety; or
 - (4) A dog or cat that has rabies or symptoms thereof, or that a person could suspect as having rabies, or that bites, scratches, or otherwise creates a condition which may have exposed or transmitted the rabies virus to any human being or animal.
- (b) *Disposition of impounded dogs and cats.*
 - (1) If any dog or cat impounded under this section is not called for by the owner within seventy-two (72) hours after notification of the impoundment or within seventy-two (72) hours of impoundment where the owner cannot be reasonably ascertained, the dog or cat shall become the property of the animal shelter and may be placed for adoption, transferred, or euthanized, using the Asilomar Accords Guiding Principles and Definitions.
 - (2) The animal shelter shall be considered the designated caretaker of a stray, impounded, or surrendered animal immediately upon intake at the animal shelter. After a holding period of at least seventy-two (72) hours or three (3) working days

from the time of intake, impound, or surrender, the City shall become the full owner of the animal in question. After the expiration of the holding period, animals that are not claimed and redeemed by the owner or custodian may be put up for adoption, placed with a animal rescue organization or approved person, or humanely destroyed.

- (3) If any dog or cat that is impounded by animal services, or brought to the animal shelter by a person other than the owner of that animal, and is wearing traceable identification, is readily observable as being sterilized or declawed in the best judgment of the animal services supervisor or supervisor's designee, or where an owner is known, such animal shall be held at the animal shelter for a minimum of five (5) working days from the time the animal enters the animal shelter. Animal services shall notify the owner, when known, of the impoundment. Unless the owner has notified animal services in writing of their intentions to claim the animal after that date, listing a date by which time that owner will reclaim the dog/cat and satisfy all applicable fees and this arrangement has been approved by the animal services supervisor, the animal shall become the property of the animal shelter and may be placed for adoption, transferred, or euthanized after the fifth (5th) working day, using the Asilomar Accords Guiding Principles and Definitions.
- (4) The owner of any impounded dog or cat shall be permitted to repossess such dog or cat prior to disposition by the City upon the payment to the animal services department of the appropriate fees.
- (5) This subsection does not apply to any dog or cat placed in quarantine that is the subject of a dangerous animal complaint.

Sec. 2.02.019. – Adoption of dogs or cats.

The animal services supervisor shall be authorized to place for adoption dogs or cats impounded by the City under the following conditions:

- (a) *Health and age assessment.* The animal services supervisor shall determine whether a dog or cat is healthy enough for adoption and its health and age adequate for vaccination. However, such decision by the animal services supervisor shall not constitute a warranty of the health or age of the animal.
- (b) *Adoption fee.* There will be an adoption fee for all dogs and cats at an amount set by the City Manager
- (c) Requirements for adoption of dog or cat age four (4) months or older:
- (d) Requirements for adoption of a dog or cat under four (4) months of age:
 - (1) *Registration fee.* Within one (1) week after a dog or cat, which was under four (4) months old when adopted, is vaccinated against rabies, the adopting person shall

furnish to the animal services supervisor the original adoption receipt and proof of vaccination.

Sec. 2.02.020. – Animal service fees.

The City Manager will determine the amount of all fees not otherwise set in this Chapter.

Sec. 2.02.021. – Liability.

The City does not in any way warrant or guarantee the title or ownership of any animal sold or adopted from the animal shelter, and if a lawsuit is filed by the prior owner or harborer or anyone claiming an interest in the animal, the purchaser or adopter of the animal agrees to defend and indemnify the City and accept the full responsibility in regard to the suit. The City does not warrant or guarantee the age, health or physical condition of any animal that it may sell or offer for adoption. The animal services supervisor and other City employees and volunteers have no authority to make any warranties or guarantees regarding the title, ownership, age, health or physical condition of any such animal or to otherwise bind the City to the same.

Sec. 2.02.022. – Vaccination certificate.

- (a) It is unlawful for any person to keep or own a dog, cat, ferret, or other domestic mammal immunized against rabies as provided in this chapter without a written vaccination certificate provided by the veterinarian who immunized the animal, giving an accurate description of the animal, date of immunization, and the name and address of the owner or harborer.
- (b) It is unlawful for any person to own or keep a dog, cat, ferret without making the vaccination certificate available for inspection by the animal services supervisor or any police officer at any time.

Sec. 2.02.023. – Animals suspected of rabies to be held for observation.

- (a) The animal services supervisor may impound any animal that has rabies symptoms or any animal that bites, or otherwise attacks any person within the City and hold it in strict isolation for ten (10) days for observation in the City animal shelter.
- (b) The owner or harborer of any animal that has rabies, that has been exposed to rabies, that has rabies symptoms, or that has bitten, or otherwise attacked any person within the City, shall, on demand, surrender the animal to the animal services supervisor`.
- (c) The animal services supervisor may order the owner or harborer of an animal that has rabies, is suspected of having rabies, or has rabies symptoms to hold it in strict isolation for ten (10) days for observation in the City animal shelter, any licensed veterinary hospital of the owner or harborer's choosing within the city limits, or at the owner or harborer's home when approved by the animal services supervisor.

- (d) No person shall release an animal held for observation of rabies to the owner or harbored until a licensed veterinarian or the animal services supervisor certifies that the animal has been held for the specific time and is demonstrating no clinical symptoms of rabies.
- (e) No person shall dispose of any animal that has died of rabies except as directed by the animal services supervisor.
- (f) All examinations by a veterinarian shall be at the owner or harbored's expense.
- (g) Notwithstanding any provision in this chapter, if an animal that has not received a current rabies vaccination attacks a person or animal, and the animal services supervisor decides the animal must be destroyed in order to determine whether rabies inoculation of the victim should begin, the animal services supervisor may destroy the animal immediately.
- (h) The animal services supervisor may dispose of dogs, cats, or other animals which are not removed from the City animal shelter within twenty-four (24) hours after the expiration of the ten-day observation period in the manner permitted by this chapter.

Sec. 2.02.024. – Reporting of rabies cases by veterinarians.

Each veterinarian shall report in writing all clinical or suspected cases of rabies under their care to the animal services supervisor within twenty-four (24) hours after the animal is admitted to a hospital or has been seen by the veterinarian or their staff. The report shall include the name and address of the owner or harbored, location of the animal, and the number of and names and addresses of any persons bitten.

Sec. 2.02.025. – Duty of person knowing of animals exhibiting symptoms of rabies to report to animal services supervisor.

If an animal is infected with rabies or suspected of being infected with rabies or has been bitten by an animal known or suspected of being infected with rabies, the owner or harbored of the animal or any person having knowledge of it shall immediately notify the animal services supervisor.

Sec. 2.02.026. – Duty of owner or harbored of dog or other animal suspected of being rabid.

The animal services supervisor shall notify in writing the owner or harbored of any animal known or suspected of being infected with rabies to have the animal examined by a licensed veterinarian within twenty-four (24) hours and confine the animal until the ten-day observation period of the suspected rabid animal is over and there is a definite diagnosis shown.

Sec. 2.02.027. – Prohibiting the sale of animals in public places.

- (a) It shall be unlawful for any person to display or sell, trade, barter, lease, or rent any animal on any roadside, public right-of-way, commercial parking lot, garage sale, flea market, festival, park, community center, or outdoor public place that is generally accessible by the public, regardless of whether such access was authorized.

- (b) It shall be unlawful for any manager, operator, or property owner to allow the conduct described in subsection (a).
- (c) This section shall not apply to the City or any animal rescue organization that has an active animal rescue organization license issued by the animal services supervisor.
- (d) Any animal being sold, traded, bartered, leased, or rented on any roadside, public right-of-way, commercial parking lot, garage sale, flea market, festival, park, community center, or outdoor public place shall be subject to seizure and impoundment at the discretion of the investigating animal services officer. Upon impoundment, a notice of violation will be provided to the animal owner. Animals impounded under this section may be reclaimed by the owner within five (5) days excluding the day of impoundment and any days the animal care services facility is not opened. Animals not reclaimed within this period shall thereafter become the property of the City and be subject to adoption, rescue, foster or humanely euthanized as determined by animal services. Applicable impoundment fees for each animal reclaimed shall be paid.

Sec. 2.02.028. – Pet shop requirements.

- (a) It shall be unlawful for any person to operate a pet shop without first obtaining a license from animal services.
 - (1) It is an affirmative defense to prosecution under subsection (a) that the person was operating the pet shop on the day before the effective date of the ordinance that established this section and operation of the unlicensed pet shop has not ceased for any reason for a period of seven (7) days or more.
- (b) It shall be unlawful for an owner, operator, manager, or employee of a pet shop or other business establishment to sell, trade, transfer, barter, give away, maintain, or act as a dealer or agent between a buyer and seller of any prohibited animal as defined by this chapter.
- (c) It shall be unlawful for a pet shop owner, operator, manager, or employee to sell, lease, offer for sale, trade, give away, or otherwise transfer a cat or dog, unless the cat or dog was obtained from a government-owned or -operated animal shelter, an animal control agency, or an animal rescue organization licensed by animal services.
 - (1) It is an affirmative defense to prosecution under subsection (c) that the person was operating the pet shop on the day before the effective date of the ordinance that established this section and operation of the pet shop has not ceased for any reason for a period of seven (7) days or more.
- (d) All pet shops and business establishments selling animals shall:
 - (1) House animals in a sanitary manner;

- (2) Provide appropriate medical services, care, and housing according to individual species' needs;
- (3) Keep sick, diseased, and injured animals isolated and checked by a licensed veterinarian on the day of discovery of the need for veterinary care;
- (4) Provide each animal sufficient space to stand, stretch, and turn without touching any of the four (4) sides or top of their primary enclosure. Group housing of compatible animals is allowed if the space prevents crowding and allows for easy removal of animal waste, and the unhampered movement and comfort of each animal. Take cats and dogs out of their primary enclosures at least twice during each 24-hour period for exercise unless the primary enclosure is of sufficient size to conduct an exercise regimen needed by the animal for good health;
- (5) Maintain clean animal enclosures and remove debris and fecal matter at least once every twenty-four (24) hours. Sanitizing of cat and dog enclosures shall be done once every day by washing the surfaces with water and either soap or detergent, or by the use of a pressure water system or steam cleaner all of which shall be followed by the application of a safe and effective disinfectant. The exercise and run areas having pea gravel or other non-permanent surface materials shall be thoroughly cleaned at least every twenty-four (24) hours and more frequently if necessary by removal of soiled materials and application of suitable disinfectants followed by the replacement of clean surface materials when necessary;
- (6) Check and treat all cats and dogs for internal and external parasites, unless documentation is provided indicating the animal has had a veterinary exam within the past thirty (30) days and is free of internal and external parasites;
- (7) Immunize all cats and dogs offered for sale, trade or other compensation or for free giveaway (except an animal taken to animal services) against common disease in accordance with standard veterinary practices; in the case of dogs, against canine distemper, adeno-virus para influenza, parvovirus, corona virus, and leptospirosis, and in the case of cats, against feline rhinotracheitis, and panleukopenia;
- (8) Ensure that all cats and dogs that are being offered for sale, trade or other compensation or for free giveaway are:
 - a. sterilized by a licensed veterinarian;
 - b. implanted with a registered microchip.
- (9) Not offer any kitten or puppy under the age of eight (8) weeks for sale, trade or other compensation or for free giveaway; and
- (10) Post on the enclosure of each cat or dog offered for sale the name, address, and contact information of the government-owned or -operated animal shelter, animal

control agency, or animal rescue organization from which the cat or dog was obtained.

- (e) The pet shop license holder shall furnish a purchaser of a cat or dog a written statement at the time of sale which shall include:
 - (1) Date of sale;
 - (2) Name, address and telephone number of purchaser and license holder;
 - (3) License number of license holder;
 - (4) Breed, description, approximate age and sex of cat, dog, or other animal sold (small mammals, parrot-type birds, and fish not included);
 - (5) Medication and vaccination and immunization information, including dates administered;
 - (6) Internal parasite medication(s) and date(s) administered;
 - (7) A guarantee of good health for a period of not less than two (2) weeks with recommendation to have the animal examined by a licensed veterinarian. The license holder shall retain a copy of the written statement for twelve (12) months from date of sale. All purchasers of cats, dogs, and ferrets shall also be furnished with information as to the requirements of ownership of these animals within the city including requirements for rabies vaccination, litter permits, and microchipping; and
 - (8) In the case of the sale of a cat or dog: the name, address, and contact information of the government-owned or -operated animal shelter, animal control agency, or animal rescue organization from which the pet shop obtained the cat or dog.
- (f) Records shall be maintained in good auditable condition, and surrendered to animal services upon request and without reservation or purpose of evasion. Failure to produce a copy of such records on demand by animal services shall be cause for the revocation of an existing license and the refusal to issue a new license for a period of two (2) years.

Sec. 2.02.029. – Pet shop license.

- (a) No person shall operate any pet shop as defined in this chapter, without first obtaining a license from the animal services supervisor, who shall take into consideration the type of building construction, the regulatory compliance history of the proposed licensee as it relates to sanitation, health, welfare of the animals, birds or reptiles housed, and related zoning requirements. Animal services shall inspect and evaluate the qualifications of applicants.

- (b) Applications for an original or renewal pet shop license shall be submitted to animal services and shall be approved or denied by the animal services supervisor. Animal services shall investigate the applicant's qualifications for a license. A conviction for the violation of any provision of this chapter may constitute cause for denial or revocation of a license.
- (c) Failure to apply for a license prior to the opening of a pet shop, or within thirty (30) days after the renewal date, shall constitute an offense.
- (d) Each pet shop license shall be valid for one (1) year.
- (e) The decision of the animal services supervisor in regard to the issuance of a pet shop license or the revocation of a license is final unless the applicant/licensee files a written appeal with the Office of the Chief of Police within ten (10) working days after the date on the communication notifying the applicant/licensee of the animal services supervisor's action. Appeals shall be considered by the Chief of Police. If the Chief of Police concurs with the decision of animal services, the decision is final unless the applicant/licensee files a written appeal with the City Clerk addressed to the City Manager within ten (10) working days from the date on the communication notifying the applicant/permittee of the decision. The City Manager's decision on the appeal is final.

Sec. 2.02.030. – Animal rescue organization license.

- (a) No person shall operate an animal rescue organization as defined in this chapter, without first obtaining a license from the animal services supervisor, who shall take into consideration the housing conditions, the history of the animal rescue organization as it relates to sanitation, health, welfare of the animals, birds or reptiles housed, and related zoning requirements. Animal services may require an inspection and evaluation as part of the approval process or upon the receipt of a complaint after approval. For the purposes of this section, operating an animal rescue organization includes to house in an enclosure or exchange ownership of an animal to or from said organization
- (b) Applications for an original or renewal of an animal rescue organization license shall be submitted to animal services and shall be approved or denied by the animal services supervisor. Animal services shall investigate the applicant's qualifications for a license. A conviction for the violation of any provision of this chapter may constitute cause for denial or revocation of a license.
- (c) Failure to apply for a license or the renewal of a license within thirty (30) days after the renewal date shall constitute an offense.
- (d) Each animal rescue organization license shall be valid for two (2) years.
- (e) Organizations with an approved animal rescue organization license issued by the animal services supervisor shall be exempt from being required to have a pet shop license.

- (f) The decision of the animal services supervisor in regard to the issuance of an animal rescue organization license or the revocation of a license is final unless the applicant/licensee files a written appeal with the Office of the Chief of Police within ten (10) working days after the date on the communication notifying the applicant/licensee of the animal services supervisor's action. Appeals shall be considered by the Chief of Police. If the Chief of Police concurs with the decision of animal services, the decision is final unless the applicant/licensee files a written appeal with the City Clerk addressed to the City Manager within ten (10) working days from the date on the communication notifying the applicant/permittee of the decision. The City Manager's decision on the appeal is final.

Secs 2.02.031 – 2.02.049. – Reserved.

Article 2.03. Dangerous Dogs.

Sec. 2.03.001. – Knowledge of dangerous dog.

For purposes of this section, a person learns they are the owner of a dangerous dog when:

- (a) The owner knows of an attack described in the Section 2.01.001 definition of "dangerous dog;" or
- (b) The owner is notified by the animal services supervisor that the dog is a dangerous dog; or
- (c) The owner is notified by the court that the dog is a dangerous dog; or
- (d) The owner is notified by the court that, after appeal, the court has upheld the animal services supervisor's determination that the dog is a dangerous dog.

Sec. 2.03.002. – Dangerous dog report.

- (a) The animal services supervisor may receive a report concerning a dangerous dog. Such report and supporting witness statements shall be in writing and sworn to on a form prescribed by the animal services supervisor.
- (b) The animal services supervisor shall investigate all reports filed under this section and may issue sworn reports based on the animal services supervisor's investigation or observation.

Sec. 2.03.003. – Dog causing death or serious bodily injury.

- (a) *Complaint; Impoundment.* If there is probable cause to believe that a dog has caused the death or serious bodily injury of a person, a sworn complaint may be filed with the municipal court requesting that a seizure warrant be issued for the dog. Upon a showing of probable cause, the court shall issue the seizure warrant and schedule a hearing not more than ten (10) days from the date the warrant is issued. The animal control supervisor shall execute the seizure warrant and shall impound the dog and provide for its care until disposition is ordered by the court.

(b) *Hearing on Dog Causing Death or Serious Bodily Injury.*

- (1) Notice of the date, time, and place of the hearing shall be provided to the owner of the dog and the person from whom the dog was seized.
- (2) The purpose of the hearing is to determine, by a preponderance of the evidence, if the dog caused the death or serious bodily injury of a person. Any interested party may present evidence at the hearing.
- (3) If the dog caused the death of a person, the dog shall be ordered humanely euthanized as allowed by law.
- (4) If the dog caused serious bodily injury to a person, the dog shall be ordered humanely euthanized as allowed by law, unless one of the following exceptions applies:
 - a. the dog was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and:
 - (A) the enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and provided notice of the presence of a dog; and
 - (B) the injured person was at least eight (8) years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;
 - b. the dog was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the injured person was at least eight (8) years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
 - c. the attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;
 - d. the dog was defending a person from an assault or person's property from damage or theft by the injured person; or
 - e. the injured person was younger than eight (8) years of age, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and

the enclosure was reasonably certain to keep a person younger than eight (8) years of age from entering.

- (5) If the dog did not cause the death or serious bodily injury of a person, or if one of the above exceptions is applicable, the dog shall be released to the owner.
- (6) If the dog is ordered humanely euthanized, the municipal court may also order that the owner of the dog pay the costs associated with impoundment and humane disposition of the dog.
- (7) The owner of a dog that causes death or serious bodily injury may waive the hearing and release the dog to animal services for humane euthanasia, and in such case, the City Manager, or their designee, may waive any fees that would otherwise be charged.
- (8) In order to appeal the decision of the municipal court under this section, the owner must file a notice of appeal and the appeal bond with the municipal court clerk within ten (10) days of the municipal court's decision.

Sec. 2.03.004. – Dangerous dog determination.

- (a) *Notification; Impoundment.* If animal services determines that a dog qualifies as a dangerous dog, as defined by this chapter, they shall notify the owner of the dog in writing. Unless the dog has already been impounded under Section 2.03.003 or otherwise, the owner of the dog shall deliver the dog to animal services within five (5) days to be impounded. The dog will remain impounded until disposition is ordered by a court. If the owner does not comply with this section, animal services is authorized to obtain a seizure warrant from the municipal court.
- (b) *Dangerous Dog Hearing.*
 - (1) Animal services shall file a complaint with the municipal court on, or near, the day the dog is impounded. The court will schedule a hearing to determine if the dog is dangerous and to order disposition not later than the tenth (10) day after the dog is impounded.
 - (2) If the municipal court determines that the dog does not meet the definition of dangerous, the court shall order the dog released to the owner.
 - (3) If the municipal court determines the dog does meet the definition of dangerous, the court shall:
 - a. uphold the determination of animal services,

- b. determine the cost of impoundment up to the date of the hearing and through any potential appeal,
 - c. set an appeal bond adequate to cover those costs, and
 - d. order that the dog be released to the owner if and when the owner complies with the requirements of Section 2.03.005 or order the dog to be humanely euthanized if the owner cannot or does not comply with those requirements.
- (4) In order to appeal the decision, the owner must file a notice of appeal and the appeal bond with the municipal court clerk within ten (10) days of the municipal court's decision.

Sec. 2.03.005 – Requirements for owners of dangerous dogs.

- (a) Not later than fifteen (15) days after a person learns that he is the owner of a dangerous dog, the owner shall, in accordance with the order of the court or determination of the animal services supervisor:
- (1) Remove the dangerous dog from within the city limits and within the area immediately contiguous and adjacent to the city limits, extending for a total distance of 5,000 feet. In which case, the owner must provide, in writing, the destination address of where the dog is to reside and proof to the animal services supervisor that the owner has alerted the agency responsible for animal services in the destination area prior to the dog being released from the animal services facility; or
 - (2) Humanely euthanize the dangerous dog; or
 - (3) Register and establish compliance with all of the following requirements of this section, at the owner's expense, to the animal services supervisor before the dog is released from the animal services facility or other state approved quarantine facility.
 - a. *Register.* Register the dangerous dog with the animal services supervisor and maintain current registration at all times;
 - b. *Secure.* Restrain the dog in a secure enclosure inspected and approved by the animal services supervisor;
 - c. *Insure.* Acquire and maintain liability insurance coverage in an amount of at least two hundred thousand dollars and no cents (\$200,000.00) to cover damages resulting from an attack by the dangerous dog and provide proof of the required liability insurance coverage to the animal services supervisor. The owner shall notify the animal services supervisor

immediately if a lapse in insurance coverage occurs or if the coverage ceases or is reduced at any time for any reason. The owner shall include in the policy provisions requiring the insurance provider to provide notice to the animal services supervisor not less than thirty (30) days prior to cancellation or any material change in coverage, and naming the City as a certificate holder;

- d. *Microchip.* Microchip and register the dangerous dog for its life with a national registry, and present proof to the animal services supervisor. The cost shall be at the owner's expense. The owner of the dangerous animal shall microchip the dog by implanting a microchip identification device on the dog within seven (7) days after being notified by the animal services supervisor or the court that such dog is dangerous or within forty-eight (48) hours of an unsuccessful appeal;
 - e. *Sterilize.* Present proof to the animal services supervisor that the dog has been sterilized so as to prevent reproduction;
 - f. *Compliance.* Comply with all applicable regulations, requirements, and restrictions on dangerous dogs; and
 - g. *Extensions.* Obtain written extension from the animal services supervisor to complete the registration requirements, if necessary. All requests for extension shall be in writing and, if granted by the animal services supervisor, shall total no more than thirty (30) additional days.
- (b) *No stay of microchip requirement.* An appeal of a dangerous dog determination by the court under Sections 2.03.003 or 2.03.004 shall not act to stay the requirements of subsection (a) except regarding implantation of a microchip as noted in subsection (a)(4).
 - (c) *Delivery required-dangerous.* The owner of a dangerous dog shall deliver the dog to the animal services supervisor immediately upon learning that the dog is a dangerous dog, if the dog is not already impounded.
 - (d) *Delivery required-out of compliance.* The owner of a dangerous dog who falls out of compliance with an owner's requirement of subsection (a) shall deliver the dog to animal services immediately.
 - (e) *Seizure warrant.* The court may issue a warrant to seize the subject dog at any time the court finds that probable cause of violation or non-compliance exists, including any time otherwise allowed for voluntary compliance. If, on application of the animal services supervisor, the court finds, after notice and hearing as provided by this chapter, that the owner of a dangerous dog has failed to comply with or has fallen out of compliance with an owner's requirement of subsection (a), the court shall order the animal services supervisor to seize the dog and shall issue a warrant authorizing the seizure.

Sec. 2.03.006. – Registration.

- (a) *Fee.* The animal services supervisor shall annually register a dangerous dog, if the owner is in compliance with the owner's requirements of this section. The owner shall present proof of compliance satisfactory to the animal services supervisor and shall pay an annual registration fee of two hundred dollars (\$200.00).
- (b) *Tag.* The animal services supervisor shall provide to the owner registering a dangerous dog, a dangerous dog registration tag. Such tag shall be of a bright distinguishing color, shall contain the year of registration engraved on its face, and shall be larger than a normal license tag issued to dogs and cats. A dangerous dog registration shall be valid for one (1) year from the date of issuance.
- (c) *Required display of tag.* The owner of a registered dangerous dog shall attach the tag to the dog's collar, or similar device, and shall place such collar or device on the dog. The owner of a registered dangerous dog shall display current registration on the dog in this manner at all times.
- (d) *Notice to animal services supervisor.* If the owner of a registered dangerous dog intends to sell or give away the dog or move the dog to a new address, the owner, not later than the fourteen (14) days prior to the date of the intended sale, gift, or move, shall notify the animal services supervisor of the dog's new address and new owner, if applicable.
- (e) *Notice to others.* If the owner of a registered dangerous dog sells or gives the dog to another person, the owner shall notify the other person at the time of the sale or gift that the dog is a registered dangerous dog.
- (f) *Dangerous dog relocations.* An owner moving to a new location within the City must have the new location inspected and approved by the animal services supervisor prior to relocating the dog to the new location within the City or must relinquish the dog to animal services.
- (g) *Registration non-transferable.* Dangerous dog registrations are non-transferable to a new owner or a new location.
- (h) *Dangerous dogs from other jurisdictions prohibited.* The owner of a dog that has been determined to be dangerous by another jurisdiction is prohibited from having such dog within the city limits and within the area immediately contiguous and adjacent to the city limits, extending for a total distance of 5,000 feet.
- (i) *Notice to other jurisdictions.* When the animal services supervisor is informed that a dangerous dog has moved to another jurisdiction, he should notify animal services for such jurisdiction of this information.

Sec. 2.03.007. – Owner notification of attacks.

- (a) *Notice of attacks-human.* The owner of a registered dangerous dog shall notify the animal services supervisor of all attacks the dog makes on humans.
- (b) *Notice of attacks-animal.* Additionally, the owner of a registered dangerous dog shall notify the animal services supervisor of all attacks made by the dog on domestic animals and domestic fowl.

Sec. 2.03.008. – Offenses.

- (a) A person commits an offense if the person is the owner of a dangerous dog and the dog makes an unprovoked attack on another person outside the dog's enclosure, and the attack causes bodily injury to the other person.
- (b) A person commits an offense if the person is the owner of a dangerous dog and the dog makes an unprovoked attack on a domestic animal or domestic fowl while said dog is at large, and the attack causes bodily injury or death to the domestic animal or domestic fowl.
- (c) A person commits an offense if the person is the owner of a dangerous dog or the new owner of a dangerous dog and performs an act prohibited or fails to perform an act required by this chapter.
- (d) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed ten thousand dollars (\$10,000.00). An attorney having civil jurisdiction for a municipality where the offense occurred may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the municipality.

Sec. 2.03.009. – Defenses.

- (a) It is a defense to prosecution under Section 2.03.008 that the person is a veterinarian, a licensed peace officer, a person employed by a recognized animal services center or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the animal in connection with that position.
- (b) It is a defense to prosecution under Section 2.03.008 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes.
- (c) It is a defense to prosecution under Section 2.03.008 that the person is a dog trainer or an employee of a guard dog company under the Texas Private Security Act (Chapter 1702, Texas Occupations Code) and its subsequent amendments and the regulations adopted under that act, and is not the actual owner of the dog.

- (d) It is a defense to prosecution under Section 2.03.008 that the person injured was teasing, tormenting, abusing, or assaulting the animal or has, in the past, been reported to have teased, tormented, abused, or assaulted the animal.
- (e) It is a defense to prosecution under Section 2.03.008 that the person injured was, at the time of the attack, committing or attempting to commit a crime.
- (f) It is a defense to prosecution under Section 2.03.008 that the animal was protecting or defending a person while in the person's control, from an unjustified attack or assault.

Sec. 2.03.010. – Muzzle and restraint of dangerous dogs.

An owner of a dangerous animal shall not permit a dangerous animal to be outside the secure enclosure unless the animal is muzzled and restrained by a substantial chain or leash, no longer than six (6) feet in length, and a capable person is in immediate physical control of the leash. Such animal shall not be leashed to any inanimate object such as a tree, post, building, or other object. The muzzle shall be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal. Cloth muzzles are prohibited.

Secs. 2.03.011. – 2.03.019. – Reserved.

Article 2.04. Prohibited Animals; Dangerous, Wild Animals.

Sec. 2.04.001. – Prohibited animals.

- (a) *Unlawful to harbor prohibited animal.* It shall be unlawful to harbor any prohibited animal within the city limits and within the area immediately contiguous and adjacent to the city limits, extending for a total distance of 5,000 feet.
- (b) Affirmative defenses to prosecution under this section are that:
 - (1) The owner or harbinger of the prohibited animal has a current City permit to harbor the prohibited animal;
 - (2) The owner or harbinger is a governmental entity that notified the animal services supervisor before bringing the prohibited animals to the City of the number and type of prohibited animals, and the location where the animals shall be harbored;
 - (3) The owner or harbinger of the prohibited animal or animals is a licensed veterinarian and who harbors the animals upon premises zoned and used for veterinarian offices and/or animal treatment facilities for the purpose of providing veterinarian's services to them;
 - (4) The owner or harbinger of the prohibited animal or animals is a circus or wild animal show which remains within the City no longer than ten (10) consecutive days; and

that before bringing the prohibited animals into the City, notified the animal services supervisor in writing of the number and type of prohibited animals, presenting health certificates for each animal, and providing the location where the animals shall be harbored, and allowing the animal services supervisor or their designee unlimited access for determination that sufficient shelter, food, and water is being provided for every animal.

- (5) The owner or harbored of the prohibited animal or animals keeps them at a commercial film or television studio where commercial film and/or television production facilities are located who notified the animal services supervisor prior to bringing the prohibited animals to the City, of the number and type of prohibited animals, and the location where they will be harbored, and the length of time they will be kept there;
- (6) The owner or harbored of the prohibited animal or animals is a medical or research facility or zoological park; or
- (7) The animal is a psittacine bird, canary, finch, cockatiel, small monkey, hamster, ferret, guinea pig, gerbil, rabbit, fish, or small, non-venomous reptile which is less than six (6) feet long.

Sec. 2.04.002. – Prohibited animal permits.

(a) Categories I, III, IV and VI permits.

- (1) The animal services supervisor may issue a permit to harbor a category I, III, IV and VI prohibited animal only if the following requirements are met:
 - a. The premises where the applicant will harbor the animal is not zoned or used for any residential purpose and is at least two hundred fifty (250) feet from a lot zoned or used for residential purposes measured in a straight line from lot line to lot line;
 - b. The applicant correctly completes a prohibited animal application form and pays a two hundred fifty dollars (\$250.00) nonrefundable application fee;
 - c. The applicant has filed all required licenses from the United States Department of Agriculture, Animal and Plant Health Inspection Service and all other required licenses from the state or federal government for the animals and files it with the animal services supervisor;
 - d. The applicant provides to the City a program prepared and signed by a licensed veterinarian detailing veterinary care for the prohibited animal;
 - e. The applicant furnishes the City with a hold harmless and indemnity agreement approved by the City attorney relieving the City of liability and

indemnifying the City and its employees for any damages, costs of court, and attorney's fees which result from maintaining the prohibited animal within the City; and

- f. The applicant furnishes the City a policy of insurance in an amount not less than two hundred fifty thousand dollars (\$250,000.00) for each injury caused to persons, animals, or property by the prohibited animal; naming the City as an additional insured, and containing a provision requiring notice to the City before the insurance can be terminated.
- (2) The applicant shall file plans with the animal services supervisor for the construction of the facilities in which the prohibited animal shall be maintained signed by a licensed veterinarian.
- (3) The animal services supervisor shall give notice to all property owners within five hundred (500) feet of the lot where the prohibited animal will be harbored.
- (4) If the animal services supervisor approves the plans, the owner or harborer shall construct the facilities in which the prohibited animal is to be maintained in compliance with the plans and have them inspected and approved by a licensed veterinarian and file a copy of the approval with the animal services supervisor before bringing the prohibited animal to the permitted premises.
- (5) If facilities to harbor the prohibited animal are already in existence, the applicant shall submit a copy of a report from a licensed veterinarian who has inspected and approved of the facilities.
- (6) If the veterinarian report concludes that the facilities are adequate to properly restrain the prohibited animal and to provide humane handling, care, and treatment of the prohibited animal, the animal services supervisor shall issue the permit.
- (7) The permit is for a one-year period and is limited to one (1) prohibited animal at one (1) approved site.
- (8) If the insurance policy is canceled or insurance coverage is lost for any reason, the permit shall automatically terminate and the owner or harborer shall remove the prohibited animal from the City not later than seventy-two (72) hours after the loss of insurance unless he or she secures replacement insurance before the expiration of the seventy-two-hour period.
- (9) The owner or harborer may renew the permit following the same application procedure required for an original permit except for approval of the facility and paying a ten dollar (\$10.00) renewal fee.

- (10) The owner or harborer shall cause a licensed veterinarian to inspect the premises twice annually and shall file a report of their findings with the animal services supervisor after each inspection.
- (11) After consideration of the application, the animal services supervisor may issue a permit.
- (12) The animal services supervisor may revoke the permit:
 - a. If the permit holder fails to properly restrain the prohibited animal at all times;
 - b. If the permit holder fails to adequately care for or protect the prohibited animal;
 - c. If the United States Department of Agriculture, Animal and Plant Inspection Service revokes or fails to renew a required license; or
 - d. For any other reason to the extent necessary to protect public or animal health, safety, or welfare.

(b) *Categories II and V permits.*

- (1) The animal services supervisor may issue a permit for a category II or V prohibited animal only if the following requirements are met:
 - a. The applicant correctly completes a prohibited animal application form and pays a one hundred dollar (\$100.00) nonrefundable application fee;
 - b. The applicant provides a program prepared and signed by a licensed veterinarian detailing veterinary care for the prohibited animal;
 - c. The applicant submits a copy of a report from a licensed veterinarian familiar with the type of animal that concludes that the facility is adequate to properly restrain the prohibited animals and the facilities are adequate to provide humane handling, care, and treatment of the prohibited animals; and
 - d. The applicant files an affidavit stating that he or she will harbor no more than four (4) prohibited animals on the premises.
- (2) The permit is for a one-year period.
- (3) The applicant may renew the permit for a one hundred dollar (\$100.00) nonrefundable fee; however, following the application procedure required for an original permit except for approval of the facility.

- (4) Prior to the renewal of a permit, the applicant shall submit a copy of a report from a licensed veterinarian who has inspected the facility. Said inspection and report shall be at the applicant's expense.
- (5) The prohibited animal shall not be allowed to roam the premises outside of the facility constructed to house the prohibited animal.
- (6) During the time a prohibited animal is being transported it shall be placed in a cage of suitable strength to restrain the prohibited animal under all conditions.
- (7) The animal services supervisor may revoke the permit if the permit holder fails to properly restrain the prohibited animal.
- (8) The animal services supervisor's denial or revocation of the permit is final unless the applicant files a written appeal with the Office of the Chief of Police within ten (10) working days after the date on the communication notifying the applicant of the animal services supervisor's action. An appeal operates as a stay or postponement of the denial or revocation until the Council makes a final decision. Appeals shall be considered by the Chief of Police. If the Chief of Police concurs with the decision of the animal services supervisor, the decision is final unless the applicant files a written appeal with the City Clerk addressed to the City Manager within ten (10) working days from the date on the communication notifying the applicant of the decision. The City Manager's decision on the appeal is final.

Sec. 2.04.003. – Requirements regarding prohibited animals.

- (a) No person shall breed prohibited animals in the City.
- (b) No person shall transport a prohibited animal without first providing the animal services supervisor with the time, date, manner of transportation, destination, and reason for movement.
- (c) The owner or harborer shall not allow the prohibited animal outside the facility constructed to house it.
- (d) If a prohibited animal dies or leaves the approved site, the owner or harborer shall notify the animal services supervisor within ten (10) days.
- (e) Any person transporting a prohibited animal shall place it in a cage of suitable strength to restrain it under all conditions.
- (f) No person shall remove a prohibited animal from its permitted premises except:
 - (1) When ordered to remove it by the City or other governmental entity;
 - (2) When transporting it to a veterinarian; and

- (3) When transporting it to a commercial site for commercial purposes.

Sec. 2.04.004. – Applicability of requirements governing dangerous, wild animals.

The sections of this chapter governing dangerous, wild animals do not apply to:

- (a) A county, municipality, or agency of the state or an agency of the United States or an agent or official of a county, municipality, or agency acting in an official capacity;
- (b) A research facility, as that term is defined by subsection (e) of the United States Animal Welfare Act (7 U.S.C. § 2132), and its subsequent amendments, that is licensed by the Secretary of Agriculture of the United States under that act;
- (c) An organization that is an accredited member of the American Zoo and Aquarium Association;
- (d) An injured, infirm, orphaned, or abandoned dangerous, wild animal while being transported for care or treatment;
- (e) An injured, infirm, orphaned, or abandoned dangerous, wild animal while being rehabilitated, treated, or cared for by a licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under Subchapter C, Chapter 43, Texas Parks and Wildlife Code;
- (f) A dangerous, wild animal owned by and in the custody and control of a transient circus company that is not based in this state if:
 - (1) The animal is used as an integral part of the circus performances; and
 - (2) The animal is kept within this state only during the time the circus is performing in this state or for a period not to exceed thirty (30) days while the circus is performing outside the United States;
- (g) A dangerous, wild animal while in the temporary custody or control of a television or motion picture production company during the filming of a television or motion picture production in this state;
- (h) A dangerous, wild animal owned by and in the possession, custody, or control of a college or university solely as a mascot for the college or university;
- (i) A dangerous, wild animal while being transported in interstate commerce through the state in compliance with the Animal Welfare Act (7 U.S.C. § 2131, et seq.) and its subsequent amendments and the regulations adopted under that act;
- (j) A nonhuman primate owned by and in the control and custody of a person whose only working is supplying nonhuman primates directly and exclusively to biomedical research

facilities and who holds a class “A” or class “B” dealer’s license issued by the Secretary of Agriculture of the United States under the Animal Welfare Act (7 U.S.C. § 2132, et seq.) and its subsequent amendments; and

- (k) A dangerous, wild animal that is:
 - (1) Owned by or in the possession, control, or custody of a person who is a participant in a species survival plan of the American Zoo and Aquarium Association for that species; and
 - (2) An integral part of that species survival plan.

Sec. 2.04.005. – Certificate of registration; fees.

- (a) A person may not own, harbor, or have custody or control of a dangerous, wild animal for any purpose unless the person holds a certificate of registration for that animal issued by the City.
- (b) A certificate of registration is not transferable and is valid for one (1) year after its date of issuance or renewal unless revoked.
- (c) The applicant shall pay a one hundred dollar (\$100.00) fee for each animal registered but no more than a total of one thousand dollars (\$1,000.00) per year.
- (d) The fees collected under this section shall be used only to administer and enforce the sections pertaining to dangerous, wild animals in this chapter.

Sec. 2.04.006. – Certificate of registration application.

- (a) An applicant for an original or renewal certificate of registration for a dangerous, wild animal shall file an application with the animal services supervisor on a form provided by the animal services supervisor.
- (b) The application shall include:
 - (1) The name, address, and telephone number of the applicant;
 - (2) A complete identification of each animal, including species, sex, age, if known, and any distinguishing marks or coloration that would aid in the identification of the animal;
 - (3) The exact location where each animal is to be kept;
 - (4) A sworn statement that:
 - a. All information in the application is complete and accurate; and

- b. The applicant has read this chapter and that all facilities used by the applicant to confine or enclose the animal comply with the requirements of this chapter; and
- (5) Any other information the animal services supervisor may require.
- (c) An applicant shall include with each application:
 - (1) The nonrefundable fee;
 - (2) Proof, in a form acceptable by the animal registration agency, that the applicant has liability insurance;
 - (3) A color photograph of each animal being registered taken not earlier than the thirtieth day before the date the application is filed;
 - (4) A photograph and a statement of the dimensions of the primary enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premises; and
 - (5) If an applicant holds a class "A" or class "B" dealer's license or class "C" exhibitor's license issued by the Secretary of Agriculture of the United States under the Animal Welfare Act (7 U.S.C. § 2131, et seq.) and its subsequent amendments, a clear and legible photocopy of the license.
- (d) In addition to the items required under subsection (c), an application for renewal must include a statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:
 - (1) Inspected each animal being registered not earlier than the thirtieth day before the date of the filing of the renewal application; and
 - (2) Finds that the care and treatment of each animal by the owner meets or exceeds the standards prescribed in this chapter.

Sec. 2.04.007. – Denial or revocation of certificate of registration; appeal.

- (a) If the animal services supervisor finds that an application for an original or renewal certificate of registration under this chapter does not meet the requirements for dangerous, wild animals or, after inspection, that an applicant has not complied with this chapter, the animal services supervisor shall deny the applicant a certificate of registration and give the applicant written notice of the denial and the reasons for the denial.
- (b) If the animal services supervisor finds, after inspection, that a registered owner provided false information on or in connection with the application or has not complied with this

chapter, the animal services supervisor shall revoke the certificate of registration and give the owner written notice of the revocation and the reasons for the revocation.

- (c) A person may appeal the denial of an original or renewal certificate of registration or the revocation of a certificate of registration to the justice court for the precinct in which the animal is located or the municipal court in the municipality in which the animal is located not later than the fifteenth day after the date the certificate of registration is denied or revoked. Either party may appeal the decision of the justice or municipal court to a county court or county court at law in the county in which the justice or municipal court is located. The decision of the county court or county court at law may not be appealed.
- (d) Filing an appeal of the denial or revocation of a certificate of registration under subsection (c) stays the denial or revocation until the court rules on the appeal.

Sec. 2.04.008. – Display of certificate of registration.

- (a) A holder of a certificate of registration shall prominently display the certificate at the premises where each animal that is the subject of the certificate of registration is kept.
- (b) Not later than the tenth day after the date a person receives a certificate of registration, the person shall file a clear and legible copy of the certificate of registration with the Texas Department of Health.

Sec. 2.04.009. – Liability insurance.

An owner of a dangerous, wild animal shall maintain liability insurance coverage in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence for liability for damages for destruction of or damage to property and death or bodily injury to a person caused by the dangerous wild animal.

Sec. 2.04.010. – Inspection.

An owner of a dangerous, wild animal, at all reasonable times, shall allow the animal services supervisor or a licensed veterinarian designated by the animal services supervisor to enter the premises where the animal is kept and to inspect the animal, the primary enclosure for the animal, and the owner's records relating to the animal to ensure compliance with this chapter.

Sec. 2.04.011. – Relocation or disposition of animal.

- (a) An owner of a dangerous, wild animal may not permanently relocate the animal unless the owner first notifies the animal services supervisor in writing of the exact location to which the animal will be relocated and provides the animal services supervisor, with respect to the new location, the information required for dangerous, wild animals.

- (b) Within ten (10) days after the death, sale, or other disposition of the animal, the owner of the animal shall notify the animal services supervisor in writing of the death, sale, or other disposition.

Sec. 2.04.012. – Attack by animal; escape of animal; liability.

- (a) An owner of a dangerous, wild animal shall notify the animal services supervisor of any attack of a human by the animal within forty-eight (48) hours of the attack.
- (b) An owner of a dangerous, wild animal shall immediately notify the animal services supervisor and the police department of any escape of the animal.
- (c) An owner of a dangerous, wild animal that escapes is liable for all costs incurred in apprehending and confining the animal.
- (d) The animal services supervisor is not liable to an owner of a dangerous, wild animal for damages arising in connection with the escape of a dangerous, wild animal, including liability for damage, injury, or death caused by the animal during or after the animal's escape, or for injury to or death of the animal as a result of apprehension or confinement of the animal after escape.

Sec. 2.04.013. – Care, treatment, and transportation of animal.

- (a) For each dangerous, wild animal, the owner shall comply with all applicable standards of the Animal Welfare Act (7 U.S.C. § 2131, et seq.) and its subsequent amendments and the regulations adopted under that act relating to:
 - (1) Facilities and operations;
 - (2) Animal health and husbandry; and
 - (3) Veterinary care.
- (b) An owner of a dangerous, wild animal shall maintain a separate written log for each dangerous, wild animal documenting the animal's veterinary care and shall make the log available to the animal services supervisor on request.
- (c) The log must:
 - (1) Identify the animal treated;
 - (2) Provide the date of treatment;
 - (3) Describe the type or nature of treatment; and
 - (4) Provide the name of the attending veterinarian, if applicable.

- (d) When transporting a dangerous, wild animal, the owner of the animal, or a designated carrier or intermediate handler of the animal, shall comply with all transportation standards that apply to that animal under the Animal Welfare Act (7 U.S.C. § 2131, et seq.) and its subsequent amendments and the regulations adopted under that act.
- (e) It is an affirmative defense to prosecution under this section that the person is caring for, treating, or transporting an animal for which the person holds a class “A” or class “B” dealer’s license or a class “C” exhibitor’s license issued by the Secretary of Agriculture of the United States under the Animal Welfare Act (7 U.S.C. § 2131, et seq.) and its subsequent amendments.

Sec. 2.04.014. – Transfer of ownership.

A person commits an offense if the person knowingly sells or otherwise transfers ownership of a dangerous, wild animal to a person who does not have a certificate of registration for that animal as required by this chapter.

Sec. 2.04.015. – Civil penalty and costs.

- (a) A person who violates the requirement for a certificate of registration for ownership of a dangerous, wild animal is liable for a civil penalty of not less than two hundred dollars (\$200.00) and not more than two thousand dollars (\$2,000.00) for each animal with respect to which there is a violation and for each day the violation continues.
- (b) The City may sue to collect a civil penalty and retain the civil penalty collected.
- (c) The City may also recover the reasonable costs of investigation, reasonable attorney’s fees, and reasonable expert witness fees incurred by the City in the civil action. Costs or fees recovered under this subsection shall be credited to the operating account from which payment for the City’s expenditures was made.

Secs. 2.04.016. – 2.04.29. – Reserved.”

SECTION 3. That the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: That any person violating any provision of this Ordinance or the Code of Ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars (\$2,000.00) if the violation relates to zoning or the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal

provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

SECTION 7. That this Ordinance shall become effective from and after its adoption and publication as required by law.

INTRODUCED on this the _____ day of _____, 2021.

ADOPTED on this the _____ day of _____, 2021.

EFFECTIVE DATE on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM

AND CONTENT:

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

D. 4.

Meeting Date: 09/20/2021

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6414, 6415 & 6416

Issue:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6414

D. 1.

Establishing Maximum, Reasonable and Prudent Rates of Speed along the South bound Frontage Road of US 75 from Stone Creek Drive to FM 1417 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

D. 2.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6415

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.08, entitled "Utility Billing", at Sections 13.08.005 and 13.08.006, Revise Rates for Water and Sewer Services

D. 3.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6416

Amending Chapter 2 (Animal Services) of the Code of Ordinances, City of Sherman, Texas; Prescribing Regulations to Ensure the Health and Humane Treatment of Animals and the Public; Defining Terms; Establishing Regulations on Animals, Dogs and Cats, Dangerous Dogs And Rabies Control; Providing For An Animal Shelter Advisory Board; Regulating Pet Shops And The Retail Sale Of Animals; Providing A Repealing Clause And Severability Clause; Providing A Penalty Not To Exceed \$500.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 09/20/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6774

Amending the 2020-2021 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2020 through September 30, 2021

Issue:

Appropriating additional funds to increase the fiscal year (FY) 2020-2021 budget for year-end expenditure reconciliation

Background:

Annually when applicable, the staff requests a year-end budget reconciliation of projected revenues and expenditures in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. The largest portion of the additional revenues of about \$36.1 million and expenditures of \$6.0 million consists of debt proceeds from the 2021 Certificate of Obligation (CO) issued in May and related spending; remaining changes relate to CARES Act grant revenue and expenses, increased sales tax revenue, and expenses related to fleet purchases and operations.

This year, the amendment is needed to appropriate additional funding and reflect some of the additional revenue in the following funds:

Description	Revenue	Expenditure
General Fund		
Regular Sales Tax	\$ 2,668,000	\$ -
Engineering Inspection Fees	581,000	-
CARES Act Revenue	1,023,000	-
Transfers Out:		
Fund 222, capital projects	-	250,000

Fund 790, truck purchase	-	120,000
Fund 700, fund balance	-	280,000
IT Accounts for FY20 Encumbrances	-	139,000
Development Incentives	-	360,000
CARES Act Emergency Assistance	-	414,000
CARES Act Fire Department Gear	-	286,000
City Attorney	-	198,000
Ancillary Services Surcharge	-	160,000
Fuel and Fire equipment repairs	<u>-</u>	<u>242,000</u>
Total General Fund	4,272,000	2,449,000

Capital Improvement Fund

Transfer In, Fund 100	250,000	-
Debt Proceeds	30,000,000	-
Capital Projects	<u>-</u>	<u>2,399,000</u>
Total Capital Improvement Fund	30,250,000	2,399,000

Parks Pride Fund

Donation Revenue	21,000	-
Park Improvements	-	16,000

Hotel-Motel Tax Fund

Hotel Tax Revenue	72,000	-
Other Service & Charges	-	75,000

Airport Fund

Fuel Sales	60,000	-
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Airport Fuel	-	45,000
Airport Improvements	-	38,000
Total Airport Fund	60,000	83,000
Equipment Service Center		
Equipment Service Center Revenue	475,000	-
Fuel	-	100,000
Equipment Repair & Maintenance	-	350,000
Total Equipment Service Center	475,000	450,000
Fleet Replacement Fund		
Debt Proceeds	420,000	-
Insurance Proceeds	140,000	-
Two Commercial Solid Waste Trucks	-	537,000
Utility Fund		
Transfers In, Fund 100	280,000	-
Solid Waste Fund		
Transfers In, Fund 100	<u>120,000</u>	<u>-</u>
Grand Total	\$ 36,110,000	\$ 6,009,000

Origination:

Director of Finance

Financial Consideration:

This budget amendment will increase net revenues by about \$30.1 million, with total authorized expenditures increasing by about \$6.0 million primarily for capital and grant-related spending. In the General Fund, the net effect of this amendment is a net increase in reserves of about \$1.8M. Revenue and receipts increases of about \$36.1 are increased primarily from debt proceeds and grant revenue.

Staff Recommendation:

The staff recommends approval of this resolution.

Alternatives:

No viable alternatives exist for approval of this budget amendment.

Attachments

Resolution No. 6774

Fund Statements Budget Amendment FY2021

RESOLUTION NO. 6774

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2020-2021 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021; 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 2020-2021 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

<u>Description</u>	<u>Revenue</u>	<u>Expenditure</u>
General Fund		
Regular Sales Tax	\$ 2,668,000	\$ -
Engineering Inspection Fees	581,000	-
CARES Act Revenue	1,023,000	-
Transfers Out:		
Fund 222, capital projects	-	250,000
Fund 790, truck purchase	-	120,000
Fund 700, fund balance	-	280,000
IT Accounts for FY20 Encumbrances	-	139,000
Development Incentives	-	360,000
CARES Act Emergency Assistance	-	414,000
CARES Act Fire Department Gear	-	286,000
City Attorney	-	198,000
Ancillary Services Surcharge	-	160,000
Fuel and Fire equipment repairs	-	242,000
Total General Fund	4,272,000	2,449,000
Capital Improvement Fund		
Transfer In, Fund 100	250,000	-
Debt Proceeds	30,000,000	-
Capital Projects	-	2,399,000
Total Capital Improvement Fund	30,250,000	2,399,000
Parks Pride Fund		
Donation Revenue	21,000	-
Park Improvements	-	16,000
Hotel-Motel Tax Fund		

Hotel Tax Revenue	72,000	-
Other Service & Charges	-	75,000
Airport Fund		
Fuel Sales	60,000	-
Airport Fuel	-	45,000
Airport Improvements	-	38,000
Total Airport Fund	60,000	83,000
Equipment Service Center		
Equipment Service Center Revenue	475,000	-
Fuel	-	100,000
Equipment Repair & Maintenance	-	350,000
Total Equipment Service Center	475,000	450,000
Fleet Replacement Fund		
Debt Proceeds	420,000	-
Insurance Proceeds	140,000	-
Two Commercial Solid Waste Trucks	-	537,000
Utility Fund		
Transfers In, Fund 100	280,000	-
Solid Waste Fund		
Transfers In, Fund 100	120,000	-
Grand Total	\$ 36,110,000	\$ 6,009,000

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
**RYAN PITTMAN,
CITY ATTORNEY**

City of Sherman
GENERAL FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 7,913,139	\$ -	\$ 7,913,139	\$ 9,373,124
Revenues				
Property Tax	12,254,100	-	12,254,100	12,218,400
Sales Tax	18,369,000	2,668,000	21,037,000	21,037,985
Franchise Tax	2,834,000	-	2,834,000	2,835,000
Other Taxes	161,980	-	161,980	162,125
Fines & Penalties	567,150	-	567,150	376,100
Recreation	256,750	-	256,750	265,600
Licenses & Permits	665,200	-	665,200	710,000
Rentals	31,500	-	31,500	29,550
Cemetery	165,600	-	165,600	256,100
Sales & Service	649,891	581,000	1,230,891	1,231,409
Ambulance Service	1,450,000	-	1,450,000	1,252,200
Interest Income	60,000	-	60,000	80,000
Grant Revenue	406,522	1,023,000	1,429,522	1,429,032
Intergovernmental	320,263	-	320,263	340,979
Miscellaneous Revenue	351,220	-	351,220	239,227
Total Revenues	38,543,176	4,272,000	42,815,176	42,463,707
Transfers In	4,881,000	-	4,881,000	3,925,719
Total Revenues and Transfers In	43,424,176	4,272,000	47,696,176	46,389,426
 Total Funds Available	 51,337,315	 4,272,000	 55,609,315	 55,762,550
Expenditures				
Personnel	30,290,581	-	30,290,581	29,810,619
Supplies	2,006,649	286,000	2,292,649	2,296,695
Repair & Maintenance	1,798,292	-	1,798,292	1,884,097
Utilities	1,056,090	160,000	1,216,090	1,206,140
Information Technology	700,010	139,000	839,010	838,530
Services & Charges	3,050,465	972,000	4,022,465	4,142,605
Vehicle Usage	1,641,430	242,000	1,883,430	1,883,281
Capital Expenses	535,130	-	535,130	587,784
Fleet Services & Charges	1,025,966	-	1,025,966	1,025,966
Transfers Out	210,000	650,000	860,000	860,000
Total Expenditures	42,314,612	2,449,000	44,763,612	44,535,717
 Excess Revenues over Expenditures	 1,109,564	 1,823,000	 2,932,564	 1,853,709
 Ending Fund Balance	 \$ 9,022,703	 \$ 1,823,000	 \$ 10,845,703	 \$ 11,226,833

City of Sherman
GENERAL IMPROVEMENT FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 15,867,436	\$ -	\$ 15,867,436	\$ 9,656,463
Revenues				
Transfers In	-	250,000	250,000	250,000
Intergovernmental	500,000	-	500,000	500,000
Grant Revenue	-	-	-	-
Interest Income	250,000	-	250,000	30,000
Miscellaneous Revenue	4,000,000	-	4,000,000	3,656,000
Debt Proceeds	-	30,000,000	30,000,000	29,844,600
Total Revenues	4,750,000	30,250,000	35,000,000	34,280,600
Total Funds Available	20,617,436	30,250,000	50,867,436	43,937,063
Expenditures				
Facilities	1,439,000	834,000	2,273,000	2,272,313
Parks	9,468	-	9,468	284,000
Streets	8,200,000	1,565,000	9,765,000	7,577,269
Other	140,790	-	140,790	1,705,000
Total Expenditures	9,789,258	2,399,000	12,188,258	11,838,582
Excess Revenues over Expenditures	(5,039,258)	27,851,000	22,811,742	22,442,018
Ending Fund Balance	\$ 10,828,178	\$ 27,851,000	\$ 38,679,178	\$ 32,098,481

**City of Sherman
PARKS PRIDE FUND**

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 28,126	\$ -	\$ 28,126	\$ 19,813
Revenues				
Miscellaneous Revenue	10,000	21,000	31,000	30,450
Interest Income	-		-	
Total Revenues	10,000	21,000	31,000	30,450
Total Funds Available	38,126	21,000	59,126	50,263
Expenditures				
Services & Charges	33,931	16,000	49,931	49,500
Excess Revenues over Expenditures	(23,931)	5,000	(18,931)	(19,050)
Ending Fund Balance	\$ 4,195	\$ 5,000	\$ 9,195	\$ 763

City of Sherman
HOTEL/MOTEL TAX FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 5,825	\$ -	\$ 5,825	\$ (46,190)
Revenues				
Hotel-Motel Taxes	528,000	72,000	600,000	600,000
Fines & Penalties	-	-	-	-
Miscellaneous Revenue	-	-	-	25
Interest Income	-	-	-	-
Sales & Service	35,000	-	35,000	35,000
Rentals	18,000	-	18,000	20,000
Transfers In	210,000	-	210,000	210,000
Total Revenues	791,000	72,000	863,000	865,025
Total Funds Available	796,825	72,000	868,825	818,835
Expenditures				
Personnel	193,283		193,283	199,773
Supplies	53,600		53,600	24,550
Repair & Maintenance	25,000		25,000	30,500
Utilities	30,240		30,240	35,050
Information Technology	3,130		3,130	3,740
Services & Charges	381,700	75,000	456,700	459,698
Capital Expenses	-		-	-
Transfers Out	108,490		108,490	108,490
Total Expenditures	795,443	75,000	870,443	861,801
Excess Revenues over Expenditures	(4,443)	(3,000)	(7,443)	3,224
Ending Fund Balance	\$ 1,382	\$ (3,000)	\$ (1,618)	\$ (42,966)

City of Sherman
MUNICIPAL AIRPORT FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 145,322	\$ -	\$ 145,322	\$ 153,381
Revenues				
Interest Income	2,500		2,500	500
Rentals	68,200		68,200	89,421
Sales & Service	300,000	60,000	360,000	359,769
Grant Revenue	50,000		50,000	19,304
Miscellaneous Revenue	-		-	
Total Revenues	420,700	60,000	480,700	468,994
Total Funds Available	566,022	60,000 -	626,022	622,375
Expenditures				
Supplies	325,250	45,000	370,250	365,266
Repair & Maintenance	8,995	-	8,995	7,344
Services & Charges	94,728	-	94,728	94,840
Utilities	11,270	-	11,270	14,060
Capital Expenses	100,000	38,000	138,000	138,000
Total Expenditures	540,243	83,000	623,243	619,510
Excess Revenues over Expenditures	(119,543)	(23,000)	(142,543)	(150,516)
Ending Fund Balance	\$ 25,780	\$ (23,000)	\$ 2,780	\$ 2,865

City of Sherman
EQUIPMENT SERVICES FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 66,982	\$ -	\$ 66,982	\$ (10,508)
Revenues				
Internal Service Revenue	3,111,520	475,000	3,586,520	3,586,256
Interest Income	1,600	-	1,600	-
Miscellaneous Revenue	-	-	-	-
Total Revenues	3,113,120	475,000	3,588,120	3,586,256
Total Funds Available	3,180,102	475,000	3,655,102	3,575,748
Expenditures				
Personnel	1,026,008	-	1,026,008	1,005,897
Supplies	776,844	100,000	876,844	894,509
Repair & Maintenance	901,366	350,000	1,251,366	1,249,366
Utilities	16,210	-	16,210	16,180
Information Technology	32,250	-	32,250	38,630
Services & Charges	356,594	-	356,594	337,258
Capital Expenses	27,000	-	27,000	27,416
Total Expenditures	3,136,272	450,000	3,586,272	3,569,256
Excess Revenues over Expenditures	(23,152)	25,000	1,848	17,000
Ending Fund Balance	\$ 43,830	\$ 25,000	\$ 68,830	\$ 6,492

City of Sherman
FLEET REPLACEMENT FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 91,519	\$ -	\$ 91,519	\$ (74,393)
Revenues				
Fleet Replacement Revenue	1,612,036	-	1,612,036	1,672,036
Interest Income	5,000	-	5,000	5,000
Debt Proceeds	1,725,612	420,000	2,145,612	2,145,472
Miscellaneous Revenue	20,000	140,000	160,000	165,000
Total Revenues	3,362,648	560,000	3,922,648	3,987,508
Total Funds Available	3,454,167	560,000	4,014,167	3,913,115
Expenditures				
Debt Service	758,988	-	758,988	758,988
Capital Expenses	2,616,179	537,000	3,153,179	3,153,000
Total Expenditures	3,375,167	537,000	3,912,167	3,911,988
Excess Revenues over Expenditures	(12,519)	23,000	10,481	75,520
Ending Fund Balance	\$ 79,000	\$ 23,000	\$ 102,000	\$ 1,127

City of Sherman
UTILITY FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Reserve	\$ 4,984,976	\$ -	\$ 4,984,976	\$ 4,489,706
Revenues				
Water Sales	14,713,000	-	14,713,000	14,010,827
Sewer Sales	7,801,000	-	7,801,000	7,923,000
Laboratory	140,000	-	140,000	140,000
Service Charges & Penalties	575,000	-	575,000	593,000
Charges for Services	144,500	-	144,500	161,000
Interest Income	30,000	-	30,000	26,000
Intergovernmental	1,601,350	-	1,601,350	401,350
Miscellaneous Revenue	65,500	-	65,500	73,000
Total Revenues	25,070,350	-	25,070,350	23,328,177
Transfers In	158,000	280,000	438,000	438,000
Total Revenues and Transfers In	25,228,350	280,000	25,508,350	23,766,177
 Total Funds Available	 25,228,350	 280,000	 25,508,350	 23,766,177
Expenditures				
Personnel	6,898,987	-	6,898,987	6,622,048
Supplies	1,434,865	-	1,434,865	1,359,628
Repair & Maintenance	2,124,928	-	2,124,928	2,826,409
Utilities	1,675,560	-	1,675,560	2,434,010
Information Technology	198,750	-	198,750	238,060
Debt Service	7,320,862	-	7,320,862	6,543,885
Services & Charges	2,053,716	-	2,053,716	1,875,430
Vehicle Usage	403,930	-	403,930	398,904
Fleet Services & Charges	236,070	-	236,070	358,295
Capital Expenses	143,693	-	143,693	179,207
Total Expenditures	22,491,361	-	22,491,361	22,835,876
Transfers Out	3,300,000	-	3,300,000	2,300,000
Total Expenditures and Transfers Out	25,791,361	-	25,791,361	25,135,876
 Excess Revenues over Expenditures	 (563,011)	 280,000	 (283,011)	 (1,369,699)
 Ending Reserve	 \$ 4,421,965	 \$ 280,000	 \$ 4,701,965	 \$ 3,120,007

City of Sherman
SOLID WASTE FUND

	Adjusted Budget 2020-2021	Amendment	Amended Budget 2020-2021	Projected 2020-2021
Beginning Fund Balance	\$ 829,730	\$ -	\$ 829,730	\$ 628,168
Revenues				
Solid Waste Service	6,994,000	-	6,994,000	7,295,000
Service Charges & Penalties	90,000	-	90,000	145,000
Interest Income	800	-	800	-
Miscellaneous Revenue	1,023,000	-	1,023,000	760,573
Transfers In	-	120,000	120,000	120,000
Total Revenues	8,107,800	120,000	8,227,800	8,320,573
Total Funds Available	8,937,530	120,000	9,057,530	8,948,741
Expenditures				
Personnel	1,951,869	-	1,951,869	1,842,370
Supplies	282,232	-	282,232	277,539
Repair & Maintenance	88,074	-	88,074	92,674
Utilities	31,250	-	31,250	33,180
Information Technology	56,180	-	56,180	67,290
Services & Charges	2,226,407	-	2,226,407	2,252,299
Vehicle Usage	1,066,160	-	1,066,160	1,181,178
Capital Expenses	43,632	-	43,632	64,746
Fleet Services & Charges	350,000	-	350,000	500,000
Transfers Out	2,339,000	-	2,339,000	1,783,719
Total Expenditures	8,434,804	-	8,434,804	8,094,995
Excess Revenues over Expenditures	(327,004)	120,000	(207,004)	225,578
Ending Fund Balance	\$ 502,726	\$ 120,000	\$ 622,726	\$ 853,746



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 09/20/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6775**

Awarding a Bid to and Authorizing Execution of a Contract with Southern Tire Mart, LLC for an Annual Supply of Light Truck, Passenger, and OTR/Commercial Tires

Issue:

To consider awarding a contract for the annual supply of light truck, passenger, and OTR/commercial tires to Southern Tire Mart, LLC of Columbus, Mississippi, to be serviced out of Gainesville, Texas

Background:

At the July 7, 2021 meeting, the City Council authorized a request to advertise for the solicitation of public bids for the annual supply of light truck, passenger, and OTR/commercial tires. On August 31, 2021, three (3) responsive bids and one (1) no bid submittal were received. City staff recommends the award and authorization of this contract to the lowest bidder who included pricing for substantially all requested bid items, Southern Tire Mart, LLC of Columbia, Mississippi, to be serviced out of Gainesville, Texas. One lower total bid was submitted, however, it lacked pricing on a substantial number of items.

Origination:

Equipment Maintenance

Financial Consideration:

Funds are budgeted in the 2021-2022 Fiscal Year Budget.

Staff Recommendation:

Staff recommends awarding the bid to, and authorizing the City Manager to execute a contract with, Southern Tire Mart, LLC.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6775

Contract

Exhibits A - E

Bid Tabulation

RESOLUTION NO. 6775

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SOUTHERN TIRE MART, LLC, FOR AN ANNUAL SUPPLY OF LIGHT TRUCK, PASSENGER, AND OTR/COMMERCIAL TIRES; 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 Southern Tire Mart, LLC, a Mississippi corporation, is hereby awarded the City of Sherman's contract for an annual supply of light truck, passenger, and OTR/commercial tires, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Southern Tire Mart, LLC for an annual supply of light truck, passenger, and OTR/commercial tires, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT FOR LIGHT TRUCK, PASSENGER, AND OTR/COMMERCIAL TIRES

The City of Sherman, Texas, a home-rule municipality ("City"), and Southern Tire Mart, LLC, a Texas corporation ("Contractor"), hereby enter into this Agreement for light truck, passenger, and OTR/commercial tires ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued an Invitation to Bid, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for light truck, passenger, and OTR/commercial tires for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

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

1. Scope of Services.

Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.

The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.

In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in

which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The “Agreement Documents,” as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- A. This Agreement;
- B. The Bid Request, attached hereto as Exhibit A;
- C. The Submittal, attached hereto as Exhibit B;
- D. City’s Insurance Requirements, attached hereto as Exhibit C;
- E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and
- F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City’s interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous

agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENCE, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT

LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all

applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no

third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.

The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.

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

If to Contractor, to: Southern Tire Mart, LLC
Attn: Richard Conwill
Address: 800 Highway 98
Columbia, MS 39429
Telephone: 877-786-4681
Facsimile: 601-651-0655
Email: richard.conwill@stmtires.com

If to City, to: City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.

When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any

party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

Linda Ashby, City Clerk

Southern Tire Mart, LLC

Seller
By:  _____
Printed Name: Richard Conwill
Title: Director of Government Sales
Date: 09/14/2021

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

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

STATE OF ~~TEXAS~~ Mississippi §
 §
COUNTY OF Marion §

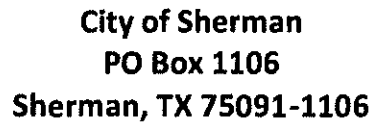
BEFORE ME, the undersigned authority, on this day personally appeared Richard Conwill known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Dir. of Gov. Sales (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of September, 2021.

Arielle A. Pruett
Notary Public in and for the State of ~~Texas~~ MS
My Commission Expires: 10/20/23



**Bid to be serviced by
Southern Tire Mart, LLC
1411 Southland Drive
Gainesville, TX 76240
Manager: David Ing
Phone: 940-665-3433
gov-sales@stmtires.com
AAP**



For

Publication Dates: Sunday August 8, 2021
Sunday August 15, 2021

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2021-15; Purchase of Light Truck, Passenger, and OTR/Commercial Tires

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Purchase of Light Truck, Passenger, and OTR/Commercial Tires** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, August 24, 2021**, at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for Purchase of Light Truck, Passenger, and OTR/Commercial Tires - No.
2021-15**

**P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 24th day of August, 2021**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2021-15 – Purchase of Light Truck, Passenger, and OTR/Commercial Tires

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked "Purchase of Light Truck, Passenger, and OTR/Commercial Tires 2021-15" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, August 24, 2021**, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **Purchase of Light Truck, Passenger, and OTR/Commercial Tires.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or

should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications

shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

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**CITY OF SHERMAN
GENERAL CONDITIONS**

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

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SPECIFICATIONS

- ❖ It is the intent of the following specifications to describe the approximate fleet tires needed by the City of Sherman per the current fleet which may increase/decrease in numbers and type over the intended contract period.
- ❖ The successful vendor must be able to furnish NEW tires, domestically manufactured only, as required by The City of Sherman. Tires bid shall be of the highest quality rating per specific brand offered by the bidding vendor. An estimated usage is included on the work sheet for bid purposes. Orders shall be in quantities as needed and determined by The City of Sherman.
- ❖ Delivery time is an important consideration. Delivery(is) shall be made during normal working day hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. The successful vendor shall deliver tires within 48 hours after receipt of standard City order. Orders not delivered within 48 hours, may be canceled by the Equipment Services Superintendent and may be purchased outside the current contract. Delivery time in an emergency shall not exceed two (2) hours. Delivery shall be made to the Equipment Service Center, 100 S. Rusk, Sherman, Texas. However, the City of Sherman reserves the right to pick up tires from the successful bidder's location as it deems necessary. Quantities will be ordered when, and in numbers as needed.
- ❖ Failure to deliver within the above stated requirements may be reason for The City to purchase tires from an alternate source.
- ❖ The bid shall include any Texas state fees and any disposal fees. The bid shall be firm and shall not increase for the contract period. No other cost or fees shall be added to the bid quote price after bid opening. Percent of mark-up or percent of discount of dealer cost will remain constant for the contract term.
- ❖ The successful vendor shall pick up and dispose of any and all contract replaced tires as might be requested by The City and in accordance with proper EPA disposal standards.
- ❖ Approximate usage does not guarantee an order, but implies an estimated amount the City may order. Tires will be ordered on an as-needed basis determined by the City of Sherman.
- ❖ All cost information sheets (attached) must be completed for the bid to be valid.

Insurance

Bidder must provide current proof of insurance for public liability and property damage with standard limits to cover bidder's company liability as may arise directly or indirectly from work performed under terms of this bid specification package. See also Exhibit C.

Proof of current insurance must be submitted with bid.

EXHIBIT B

BID SHEET -- Light Truck & Passenger Vehicle Tires

Tire	Model	Function	Estimated Usage	Per Unit Price	Extended Price
130/80R17	MC65H	Motorcycle	2	No bid	No bid
180/65R16	MC 81H	Motorcycle	2	No bid	No bid
225/70R19.5	Bridgestone R238 248664	Ambulance	27	241.00	6507.00
225/75R19.5 Zenna	Hwy GL1173592195	Truck	6	140.00	840.00
245/70R19.5 West Lake	Hwy CR960A-TH94446	Truck	6	140.00	840.00
LT245/75R17 Atturo	All season Trailblade 10048347	Pick up	4	120.00	480.00
LT225/70R15 Toyo	All season Extensa 148280	Pick up	5	85.00	425.00
LT225/75R16 West Lake	All season SL309 22265015	Van	5	98.00	490.00
PLT235/70R17 Firestone	All season Dest AT2 014366	Pick up	3	124.00	372.00
PLT235/75R17 Firestone	All season Dest AT2 014366	Pick up	6	116.00	696.00
LT235/80R16 West Lake	All season TH16783	Pick up	3	80.00	240.00
LT235/80R17 Firestone	FS Transforce HT2 002766	Pick up	4	120.00	480.00
LT235/85R16 Firestone	FS Transforce MT2 Dest MT2	Pick up 003462	2	143.00	286.00
LT245/70R17 Firestone	FS Transforce HT2 002767	Pick up	23	123.00	2,829.00
LT245/70R17 JK Tyre	AT JK17J37921	Pick up	2	110.00	220.00
LT245/70R18 Firestone	All season Dest LE3 005385	Pick up	2	118.00	236.00
LT245/75R16 Atturo	All season 10066633	Pick up	4	99.00	396.00
LT245/75R17 003490	FS Transforce AT2, HT	Pick up	40	122.00	4,880.00
LT255/65R17 Firestone	All season Dest LE 3 005372	Pick up	2	116.00	232.00
LT255/70R17 Firestone	All season Dest LE3 005371	Pick up	3	120.00	360.00
LT265/70R17	FS Transforce HT2 002768	Pick up	2	141.00	282.00
LT275/65R18 JK Tyre	All season JK17J38931	Pick up	2	125.00	250.00
LT275/70R18 Firestone	All season Trans HT 250109	Pick up	4	136.00	544.00
LT275/70R18 TFHT	FS Transforce HT2 002778	Pick up	2	136.00	272.00
P205/75R15 Trillermaster	TMST05	Trailer	2	59.00	118.00
P215/65R17	Fuzion-Touring & Firestone Champion-Fuel-Fight All Season	Sedan	7	85.00	595.00
P215/75R15 West Lake	SU318 24745009	Trailer	6	69.00	414.00
P225/55R17	ECOPIA EP422 004910	Sedan	9	134.00	1,206.00
P225/60R16 Road One	All season RL1183	Sedan	2	49.00	98.00
P225/60R18 Fortune	All season FT3439030703	Sedan	2	85.00	170.00
P225/70R15 Fortune	All season 3245030504	Trailer	5	65.00	325.00
P235/55R17 Firestone	FS Precision-Touring All Season	SUV	4	107.00	428.00
P235/55R18 West Lake	All season 24496702	Sedan	4	95.00	380.00
P235/65R16 Fortune	All season 3343030603	Pick up	3	69.00	207.00

BID SHEET -- Light Truck & Passenger Vehicle Tires (continued)

Tire	Model	Function	Estimated Usage	Per Unit Price	Extended Price
P235/65R17 Fortune	All season FT3346030604		5	75.00	375.00
P235/70R16 Fortune	All season FT3253030603	Pick up	4	81.00	324.00
P235/75R17 Firestone	All season Dest AT2 014315	Pick up	4	116.00	464.00
P235/85R16 Firestone	All season Trans HT2 002759	Pick up	4	117.00	468.00
P245/45ZXR20 Zenna	Road hugger GL1951300454	Sedan	7	89.00	623.00
P245/70R16 West Lake	All season 24268009	SUV	4	100.00	400.00
P245/70R17 Firestone	FS Destination LE2 3 005369	Pick up	4	105.00	420.00
P255/55R20	All season 003092	SUV	5	121.00	605.00
P255/70R17 West Lake	All season 24629001	Pick up	2	110.00	220.00
P255/70R18 004945	Bridgestone Dueler H/T 684	SUV	4	121.00	484.00
P265/60R17	Firestone Firehawk GTV Pursuit 011685	Patrol Tahoe	125	123.79	15,473.75
P265/60R18 Gladiator	GL1932338665		2	115.00	230.00
P265/65R18	FS Destination LE 3 005389	SUV	4	120.00	480.00
P265/70R17	FS Destination LE2 3 005374	SUV	3	124.00	372.00
ST155/80R13	West Lake 24160017	Trailer	4	39.00	156.00
ST165/70R13	Waterfall PCR301WF	Trailer	4	32.00	128.00
ST175/80R13	West Lake TH16745	Trailer	4	35.00	140.00
ST205/75D15	Hi- Run LZ1006	Trailer	10	45.00	450.00
ST205/75R14	Freestar FS29755013	Trailer	1	45.00	450.00
ST205/75R15 Trailermaster	Power King Tomax STR2TMST05	Trailer	7	59.00	413.00
ST215/75R15	West Lake SU318-24795009	Trailer	5	69.00	345.00
ST225/75R15	Gladiator GL1942002253	Trailer	4	72.00	288.00
ST225/75R15 10 Ply53T	Gladiator GL1942002253	Trailer	8	72.00	576.00
ST235/80R16	Trailer Master TMST08A	Trailer	6	87.00	522.00
ST235/80R16 Max 24	Trailer Master TMST08A	Trailer	4	87.00	348.00
ST235/85R16	Fortune 9235031171	Trailer	4	75.00	300.00

Light Truck/Passenger Vehicle Tires Estimated Total \$ 50,747.75

Light Truck/Passenger Vehicle Tire Disposal Fee (per Tire) \$ 3.00

BID SHEET – OTR & Commercial Tires

Tire	Model	Function	Estimated Usage	Per Unit Price	Extended Price
10.00R20	Fast Grip Atlas 2110068811	Traction. Excavator	2	350.00	700.00
10.00x20		Lawn mower	2	No bid	No bid
10-16.5 Camso	NHS TRCLDR 86528038	Skid steer	2	80.00	160.00
11L-16SL	Camso 297543	Back hoe	2	115.00	230.00
12.4-16	Firestone Trac 345202	Tractor	2	326.55	653.10
12.5/80-18	NHS Firestone 359912	Tractor	2	249.08	498.16
12.5/80-18	IMP Camso 2124010783	Back hoe	2	205.00	410.00
12.5-80 18 NHS	Firestone STL 359912	Tractor	2	249.08	498.16
12-16.5 NHS	Camso 8130911049	Skid steer	2	110.00	220.00
12-16.5LT	Camso 86546768	Wood chip trailer	2	105.00	210.00
12x16.5 Camso	Powerking RGD27 810068709	Back hoe	2	129.00	258.00
13/80-20NHS 18 Ply	Michelin 06569	Rubber tire roller	2	859.20	1,718.40
13x6.5-6/4.50	OTR T13656010	Mower	2	19.00	38.00
14.00-24	Camo Plus 68947902	Telehandler	1	310.00	310.00
16.9-24	Solidway SW1722B1230	Tractor	2	385.00	770.00
16.9x24	Solidway SW1722B1230	Tractor	2	385.00	770.00
17.5R25	Galaxy GAL287458	Motor grader	2	460.00	920.00
17.5x25	XTLA Galaxy GAL287458	Front end loader	2	460.00	920.00
18L-16.1	Carlisle CA510130	Trailer	3	369.00	1,107.00
19.5L-24	Solidway SW1709B1230	Back hoe	2	410.00	820.00
19.5Lx24	Solidway SW1709B1230	4WD Back hoe	3	410.00	1,230.00
20.5R-25	Galaxy GAL287468	Front end loader	1	625.00	625.00
20R-25	Galaxy GAL287468	Front end loader	1	625.00	625.00
20x10.00-10	Multi-Trac Carlisle CA5114161	tractor	2	75.00	150.00
20x10.00-10 NHS	Carlisle CA5114161	Utility vehicle	2	75.00	150.00
20x12.00	Carlisle CA6L09161	Mower	2	69.00	138.00
22.5x10.00-8	Carlisle CA5753B71	Utility vehicle	2	76.00	152.00
23.5R25	Loader L3 Galaxy GAL299698	Front end loader	1	1,410.00	1,410.00
23x8.50-14	Galaxy GAL102045	Tractor	2	79.00	158.00
24x11.00-12	OTR T241112001	Utility vehicle	2	85.00	170.00
24x12.00-12	Carlisle CA560352	Mower	2	95.00	190.00
24x9.00-12	Carlisle CA600818	Utility vehicle	2	95.00	190.00
25x10.00-12	All terrain Deestone T251012010	Utility vehicle	2	55.00	110.00
25x10.00-12 NHS	Deestone T251012010	Utility vehicle	2	55.00	110.00

BID SHEET – OTR & Commercial Tires (continued)

Tire	Model	Function	Estimated Usage	Per Unit Price	Extended Price
25x11.00-12 NHS	Carlisle CA589351	Utility vehicle	2	95.00	190.00
25x12.00-9	Carlisle CA537082	Utility vehicle	2	99.00	198.00
26x11R12	All terrain Wolf Pack SP1004	Utility vehicle	2	89.000	178.00
26x12.00-12NHS	Camso 83384267	Mower	2	99.00	198.00
26x9.00R12	Wolf Pack SP1003	Utility vehicle	2	75.00	150.00
27x8.5-15	Multi-Trac Carlisle CA574348	Tractor	1	159.00	159.00
4.80-8	Hi-Run WD1083	Trailer	1	13.00	13.00
5.30-12	Carlisle CA6H01381	Trailer	1	45.00	45.00
7.50x16LT	Contender C225D16F	Trailer	4	79.00	316.00
750-E16 10 Ply Super	Power King Contender C225D16F	Trailer	2	79.00	158.00
750x16/E Contender	Power King C225D16F	Trailer	2	79.00	158.00
11R22.5 248307	Highway 207483- FS561	Truck	24	314.00	7,536.00
11R22.5	Traction- FD663 281042	Truck	15	310.00	4,650.00
11R22.5 BDM	Recap 666645 Bandag	Truck	115	140.00	16,100.00
11R22.5 BDMC	Recap With casing	Truck	145	194.00	28,130.00
11R22.5 OP	Recap all position 5692	Truck	35	85.00	2,975.00
12R22.5	G622-RSD-FD663 3151009	Truck	4	340.00	1,360.00
225/70R19.5	Bridgestone R238 248664	Ambulance	27	241.00	6,507.00
225/75R19.5	Hwy Zenna GL1173592195	Truck	8	140.00	1,120.00
245/70R19.5	Hwy Westlake TH94446	Truck	6	140.00	840.00
255/70R22.5	Hwy Zenna GL1173595226	Truck	6	175.00	1,050.00
255/70R22.5	Traction Hankook HNK3003590	Truck	9	245.00	2,205.00
255/70R22.5	RT500LR Doublecoin 113395726	Trailer	4	189.00	756.00
265/75R22.5	Goodyear-G661HSA Toyo 548750	Truck	4	320.00	1,280.00
295/75R22.5	Bridgestone R268 241592	Chat spreader	2	315.66	631.32
315/80R22.5 FS860	Goodyear-G289WHA 244465	Trash/fire truck	55	407.00	22,385.00
315/80R22.5 FS400	G289-Goodyear 004168	Fire truck	16	468.00	7,488.00
335/80R20	Continental MPT 0574014000	Fire brush truck	2	\$550.00	\$1,100.00
385/65R22.5	Firestone 818 247780	Trash truck	4	486.00	1,944.00
425/65R22.5	Firestone FS818 241235	Trash truck	16	536.00	8,576.00
445/65R22.5	Firestone FS818 247797	Fire truck	2	586.00	1,172.00

OTR & Commercial Tires Estimated Total \$ 136,187.10

OTR & Commercial Tire Disposal Fee (per Tire) \$ Medium truck tires: \$5.00
16.5" Tires: \$15.00
24" Tires: \$40.00
25" Tires: \$85.00

Does your material and workmanship meet all specifications?

Yes X No _____

If no is indicated, explain below

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- ☒ Limited Liability Company
☐ Corporation (The bid MUST be signed by an Officer of the company)
☐ Partnership (The bid MUST be signed by a General Partner)
☐ Joint Venture (The bid MUST be signed by an Officer of the company)
☐ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: Southern Tire Mart, LLC

Address of Principal Place of Business:

800 Highway 98

Columbia, MS39429

Mailing Address (if different):

Correspondance address is above (for bids and contracts)

Servicing store is: 1411 Southland Drive, Gainesville, TX 76240

Phone: 877-786-4681

Fax: 601-651-0655

Email: richard.conwill@stmtires.com

Authorized Representative: Richard Conwill

Signature: 

Date: 08/23/2021

Acknowledgement of Addenda (if any): #1 PC #2 #3

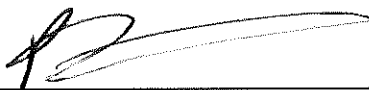
BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

Combined Estimated Costs for All Tires: \$ 186,934.90

Light Truck/Passenger Tire Disposal Fee (per Tire): \$ 3.00

OCR/Commercial Tire Disposal Fee (per Tire): \$ Medium truck tires: \$5.00
16.5" Tires: \$15.00
24" Tires: \$40.00
25" Tires: \$85.00

Signature of Bidder 

Bidder (print name) Southern Tire Mart, LLC

Contractor References

Customer Name: City of League City
Address: 144 Park Ave., Suite 200, League City, TX 77573
Contact: Steven Poceous Telephone #: 281-554-1400
Scope of work performed: Various Tires for City Wide Fleet Vehicles
Length of Service: 2013 to present

Customer Name: Port of Houston Authority
Address: PO Box 2562, Houston, TX 77252
Contact: Hugh Moore Telephone #: 281-291-6140
Scope of work performed: Purchase Tires for RTG Cranes and Terminal Equipment
Length of Service: 2004 to present

Customer Name: City of Houston
Address: 1205 Dart St,m Houston, TX 77007
Contact: Eduardo Diaz Telephone #: 832-395-8578
Scope of work performed: New tires, retreads and tire services
Length of Service: 2007 to present

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	<u>Coverage Required</u>	<u>Limits</u>
<u>X</u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
—	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
—	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
—	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u>X</u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u>X</u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Mississippi §

THE COUNTY OF Marion §

I, Richard Conwill, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- X _____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 23 day of August, 2021.

[Signature]
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Richard Conwill, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 23 day of August, 2021.

Arielle A. Pruett
Notary Public in and for the State of MS
My commission expires: 10/20/23

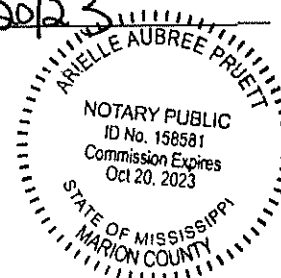


EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Southern Tire Mart, LLC (Richard Conwill)

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Richard Conwill

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

8/23/2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF SHERMAN
BID TABULATION

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 09/20/2021

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6776**

Authorizing Execution of an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along the Lamberth Road in the City of Sherman, Texas

Issue:

Authorizing the City Manager to execute an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the relocation of overhead electric supply along Lamberth Road.

Background:

Lamberth road has been closed due to a drainage rehabilitation project. As a part of this project, Oncor Electric Delivery must relocate existing utility poles out of the right of way. This relocation requires an easement from the City of Sherman as the proposed relocation lies within City owned property.

Origination:

Oncor Electric Delivery Company, LLC
Engineering Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Easement and the Easement for Temporary Working Space be approved and that the City Manager be authorized to execute the documents.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6776

Easement

Exhibit A

Exhibit B

Aerial Location Map

RESOLUTION NO. 6776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT AND AN EASEMENT FOR TEMPORARY WORKING SPACE TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF OVERHEAD ELECTRIC SUPPLY ALONG THE LAMBERTH ROAD IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the relocation of overhead electric supply along the Lamberth Road in the City of Sherman, Texas.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
DAVID PYLER, MAYOR**

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

**BY: _____
CITY ATTORNEY**

PT # _____
District: Texoma
WR #: 3471502
ER# _____

EASEMENT AND RIGHT OF WAY

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

That **City of Sherman**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBITS "A and B" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2021.

City of Sherman

Robby Hefton
City Manager

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of City of Sherman, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2021.

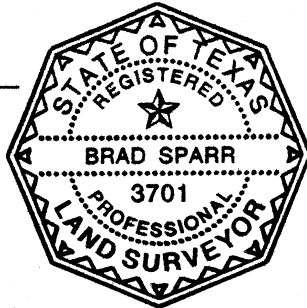
Notary Public in and for the State of Texas

EXHIBIT "A"
ONCOR ELECTRIC DELIVERY COMPANY, LLC
20' EASEMENT

BEING a 20 foot wide ONCOR Electric Delivery Company, LLC easement situated in the J.B. McAnair Survey, Abstract No. 763, in the City of Sherman, Grayson County, Texas, and being the south 20 feet of Tract One and, the south 20 feet of Tract Two, being a part of Lot 1, Block 2 of Cornerstone Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 8, Page 104 in the Plat Records of Grayson County, Texas, as described in General Warranty Deed to the City of Sherman, recorded under Document Number 2018-26973 in the Deed Records of Grayson County, Texas, the south line of said 20 foot wide ONCOR Electric Delivery Company easement being the north line of Lamberth Road (60 foot wide right-of-way), and containing 0.072 acre of land.



Brad Sparr
Registered Professional
Land Surveyor No. 3701



Sparr Surveys
2553 County Road 722
McKinney, TX 75069
(214) 544-2297

NOTES:

1. Bearings shown hereon are referenced to grid north on Texas State Plane Coordinates, North Central Zone, NAD 83, as derived from the Allterra continually operating reference stations via real time kinematic methods.
2. A Plat of same date accompanies this legal description
3. This survey was performed without the benefit of a current commitment for title insurance. There may be easements and/or covenants affecting this property not shown hereon.

IN



2) FIR DENOTES A FOUND IRON ROD.

Scale 1" = 40'

Date 08-30-2021

JOB No.: 3471502

2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297

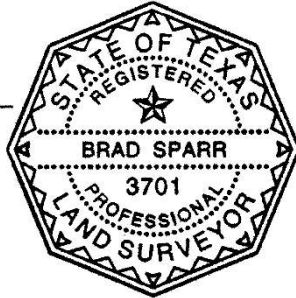
TBPLS FIRM No. 10059300

EXHIBIT "B"
ONCOR ELECTRIC DELIVERY COMPANY, LLC
20' EASEMENT

BEING a 20 foot wide ONCOR Electric Delivery Company, LLC easement situated in the J.B. McAnair Survey, Abstract No. 763, in the City of Sherman, Grayson County, Texas, and being the south 20 feet of a tract of land as described in Correction Instrument As To A Recorded Original Instrument recorded under Document Number 2017-18302 to the City of Sherman in the Deed Records of Grayson County, Texas, the south line of said 20 foot wide ONCOR Electric Delivery Company easement being the north line of Lamberth Road (60 foot wide right-of-way), and containing 0.040 acre of land.



Brad Sparr
Registered Professional
Land Surveyor No. 3701

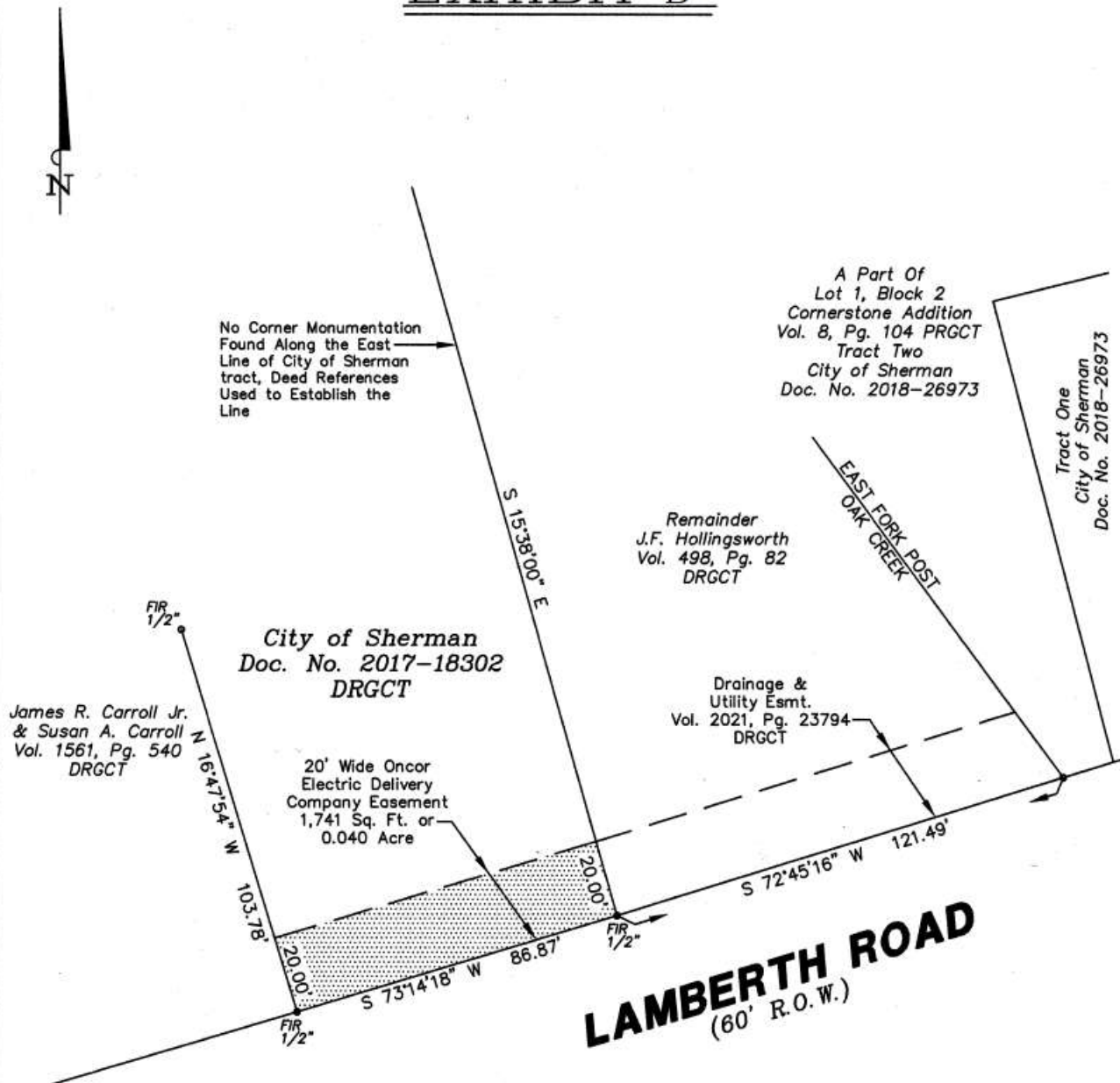


Sparr Surveys
2553 County Road 722
McKinney, TX 75069
(214) 544-2297

NOTES:

1. Bearings shown hereon are referenced to grid north on Texas State Plane Coordinates, North Central Zone, NAD 83, as derived from the Allterra continually operating reference stations via real time kinematic methods.
2. A Plat of same date accompanies this legal description
3. This survey was performed without the benefit of a current commitment for title insurance. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT "B"



NOTES:

1) BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83, AS DERIVED FROM THE ALLTERRA CONTINUALLY OPERATING REFERENCE STATIONS via REAL TIME KINEMATIC METHODS.

2) FIR DENOTES A FOUND IRON ROD.

4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SPARR SURVEYS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.

Scale 1" = 40'

Date 08-30-2021

JOB No.: 3471502

PAGE 2 OF 2



Sparr Surveys

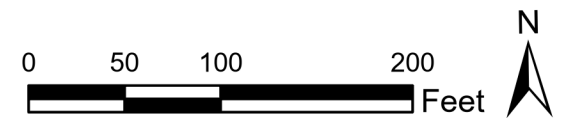
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297

TBPLS FIRM No. 10059300

Lamberth Road Easement Location



Maxar, Microsoft





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 09/20/2021

Prepared By: Leah Campbell, Human Resources and Organizational Development Administrator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6777**

Repealing and Replacing Resolution No. 6675; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Police Officers; Providing for an Effective Date

Issue:

The City Council is required by state law to establish salary structures and incentive/certification pay schedules for members of the classified service.

Background:

The City Council annually authorizes base salary, certification pay, and incentive pay for certain positions within the Police and Fire Departments. This resolution implements Police Department market salary adjustments, incentive pay, and certification pay for fiscal year 2021-2022 (FY2022), costs of which were approved by Council during the FY2022 budget development process.

Origination:

Mayor and City Council
City Manager

Financial Consideration:

These changes are included in the approved FY2022 budget.

Staff Recommendation:

Staff recommends approval of the resolution.

Alternatives:

The City Council could choose not to approve the resolution, leaving unchanged the fire and police pay schedules adopted on December 16, 2020 by Resolution No. 6675.

Attachments

Resolution No 6777

Redlined Version of Resolution

Resolution No 6675 approved at the December 7, 2020 City Council Meeting

RESOLUTION NO. 6777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 6675; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 6675, passed and approved on the 16th day of December, 2020, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of October, 2021, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER			
Entry	\$4,505.25	N/A	\$4,505.25
1 Year	\$4,505.25	\$464.20	\$4,969.45
2 Year	\$4,505.25	\$532.91	\$5,038.16
3 Year	\$4,505.25	\$601.59	\$5,106.84
4 Year	\$4,505.25	\$664.75	\$5,170.00
5 Year	\$4,505.25	\$814.41	\$5,319.66
ENGINEER			
Entry	\$5,735.04	N/A	\$5,735.04
1 Year	\$5,735.04	\$72.21	\$5,807.25
2 Year	\$5,735.04	\$144.99	\$5,880.03
CAPTAIN			
Entry	\$6,423.75	N/A	\$6,423.75
1 Year	\$6,423.75	\$79.51	\$6,503.26
BATTALION CHIEF			
Entry	\$7,082.35	N/A	\$7,082.35
1 Year	\$7,082.35	\$114.00	\$7,196.35

DIVISION CHIEF	\$8,575.62	N/A	\$8,575.62
ASSISTANT CHIEF	\$9,501.18	N/A	\$9,501.18
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$4,592.08	N/A	\$4,592.08
1 Year	\$4,592.08	\$214.59	\$4,806.67
2 Year	\$4,592.08	\$429.17	\$5,021.25
3 Year	\$4,592.08	\$815.42	\$5,407.50
4 Year	\$4,592.08	\$1,030.01	\$5,622.09
5 Year	\$4,592.08	\$1,244.59	\$5,836.67
6 Year	\$4,592.08	\$1,502.09	\$6,094.17
7 Year	\$4,592.08	\$1,716.67	\$6,308.75
CORPORAL			
Entry	\$6,437.50	N/A	\$6,437.50
1 Year	\$6,437.50	\$85.84	\$6,523.34
2 Year	\$6,437.50	\$171.67	\$6,609.17
3 Year	\$6,437.50	\$257.50	\$6,695.00
SERGEANT			
Entry	\$6,866.67	N/A	\$6,866.67
1 Year	\$6,866.67	\$214.58	\$7,081.25
2 Year	\$6,866.67	\$300.42	\$7,167.09
3 Year	\$6,866.67	\$429.17	\$7,295.84
LIEUTENANT			
Entry	\$7,381.67	N/A	\$7,381.67
1 Year	\$7,381.67	\$171.67	\$7,553.34
2 Year	\$7,381.67	\$343.33	\$7,725.00
3 Year	\$7,381.67	\$515.00	\$7,896.67
ASSISTANT CHIEF			
Entry	\$8,583.34	N/A	\$8,583.34
1 Year	\$8,583.34	\$300.42	\$8,883.76
2 Year	\$8,583.34	\$600.83	\$9,184.17
3 Year	\$8,583.34	\$858.33	\$9,441.67

SECTION 3. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

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

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

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

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

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an Associates Degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a Masters Degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

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

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

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

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

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

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____

RYAN PITTMAN, CITY ATTORNEY

RESOLUTION NO. ~~26675~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. ~~66556675~~; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. ~~66556675~~, passed and approved on the ~~16th~~^{21st} day of ~~September~~^{December}, 2020, is hereby repealed.

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SECTION 2. That, from and after the effective date of the ~~16th~~^{1st} day of ~~December~~^{October}, 2020~~1~~, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

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FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER	~~\$4,505.25~~	N/A	~~\$4,505.25~~
	~~\$4,505.25~~		~~\$4,969.45~~
	~~\$4,505.25~~		~~\$5,038.16~~
	~~\$4,505.25~~		~~\$5,106.84~~
	~~\$4,505.25~~		~~\$5,170.00~~
	~~\$4,505.25~~ ~~\$4,288.26~~		~~\$5,319.66~~ ~~\$4,288.26~~
	~~\$4,288.26~~		~~\$4,730.11~~
	~~\$4,288.26~~		~~\$4,795.50~~
	~~\$4,288.26~~		~~\$4,860.89~~
	~~\$4,288.26~~		~~\$4,920.99~~
ENGINEER	~~\$5,735.04~~	N/A	~~\$5,735.04~~
	~~\$5,735.04~~		~~\$5,807.25~~
	~~\$5,735.04~~ ~~\$5,458.82~~		~~\$5,880.03~~ ~~\$5,458.82~~
	~~\$5,458.82~~		~~\$5,527.55~~
	~~\$5,458.82~~		~~\$5,596.83~~
CAPTAIN	~~\$6,423.75~~	N/A	~~\$6,423.75~~
	~~\$6,423.75~~ ~~\$6,114.36~~		~~\$6,503.26~~ ~~\$6,114.36~~
	~~\$6,114.36~~		~~\$6,190.04~~

BATTALION CHIEF	<u>\$7,082.35</u>	N/A	<u>\$7,082.35</u>
Entry	<u>\$7,082.35</u> ~~\$6,741.24~~	<u>\$114.00</u> ~~\$108.51~~	<u>\$7,196.35</u> ~~\$6,741.24~~
1 Year	<u>\$6,741.24</u>		<u>\$6,849.75</u>
DIVISION CHIEF	<u>\$8,575.62</u> ~~\$7,628.59~~	N/A	<u>\$8,575.62</u> ~~\$7,628.59~~
ASSISTANT CHIEF	<u>\$9,501.18</u> ~~\$8,451.94~~	N/A	<u>\$9,501.18</u> ~~\$8,451.94~~
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN	<u>\$4,592.08</u>	N/A	<u>\$4,592.08</u>
Entry – Non-Certified	<u>\$4,592.08</u>		<u>\$4,806.67</u>
1 Year	<u>\$4,592.08</u>	<u>\$214.59</u>	<u>\$5,021.25</u>
2 Year	<u>\$4,592.08</u>	<u>\$429.17</u>	<u>\$5,407.50</u>
3 Year	<u>\$4,592.08</u>	<u>\$815.42</u>	<u>\$5,622.09</u>
4 Year	<u>\$4,592.08</u>	<u>\$1,030.01</u>	<u>\$5,622.09</u>
5 Year	<u>\$4,592.08</u>	<u>\$1,244.59</u>	<u>\$5,836.67</u>
6 Year	<u>\$4,592.08</u>	<u>\$1,502.09</u>	<u>\$6,094.17</u>
7 Year	<u>\$4,592.08</u> ~~\$4,458.33~~	<u>\$1,716.67</u> ~~\$208.34~~	<u>\$6,308.75</u> ~~\$4,458.33~~
	<u>\$4,458.33</u>	<u>\$416.67</u>	<u>\$4,666.67</u>
	<u>\$4,458.33</u>	<u>\$791.67</u>	<u>\$4,875.00</u>
	<u>\$4,458.33</u>	<u>\$1,000.01</u>	<u>\$5,250.00</u>
	<u>\$4,458.33</u>	<u>\$1,208.34</u>	<u>\$5,458.34</u>
	<u>\$4,458.33</u>	<u>\$1,458.34</u>	<u>\$5,666.67</u>
	<u>\$4,458.33</u>	<u>\$1,666.67</u>	<u>\$5,916.67</u>
	<u>\$4,458.33</u>		<u>\$6,125.00</u>
CORPORAL	<u>\$6,437.50</u>	N/A	<u>\$6,437.50</u>
Entry	<u>\$6,437.50</u>		<u>\$6,523.34</u>
1 Year	<u>\$6,437.50</u>	<u>\$85.84</u>	<u>\$6,609.17</u>
2 Year	<u>\$6,437.50</u> ~~\$6,250.00~~	<u>\$171.67</u>	<u>\$6,695.00</u> ~~\$6,250.00~~
3 Year	<u>\$6,250.00</u>	<u>\$257.50</u> ~~\$83.34~~	<u>\$6,333.34</u>
	<u>\$6,250.00</u>	<u>\$166.67</u>	<u>\$6,416.67</u>
	<u>\$6,250.00</u>	<u>\$250.00</u>	<u>\$6,500.00</u>
SERGEANT	<u>\$6,866.67</u>	N/A	<u>\$6,866.67</u>
Entry	<u>\$6,866.67</u>		<u>\$7,081.25</u>
1 Year	<u>\$6,866.67</u>	<u>\$214.58</u>	<u>\$7,167.09</u>
2 Year	<u>\$6,866.67</u> ~~\$6,666.67~~	<u>\$300.42</u>	<u>\$7,295.84</u> ~~\$6,666.67~~
3 Year	<u>\$6,666.67</u>	<u>\$429.17</u> ~~\$208.33~~	<u>\$6,875.00</u>
	<u>\$6,666.67</u>	<u>\$291.67</u>	<u>\$6,958.34</u>
	<u>\$6,666.67</u>	<u>\$416.67</u>	<u>\$7,083.34</u>
LIEUTENANT	<u>\$7,381.67</u>	N/A	<u>\$7,381.67</u>
Entry	<u>\$7,381.67</u>		<u>\$7,553.34</u>
1 Year	<u>\$7,381.67</u>	<u>\$171.67</u>	<u>\$7,725.00</u>
2 Year	<u>\$7,381.67</u>	<u>\$343.33</u>	<u>\$7,725.00</u>
3 Year	<u>\$7,381.67</u> ~~\$7,166.67~~	<u>\$515.00</u> ~~\$166.67~~	<u>\$7,896.67</u> ~~\$7,166.67~~

	~~\$7,166.67~~	~~\$333.33~~	~~\$7,333.34~~
	~~\$7,166.67~~	~~\$500.00~~	~~\$7,500.00~~
	~~\$7,166.67~~		~~\$7,666.67~~
ASSISTANT CHIEF	~~\$8,583.34~~	N/A	~~\$8,583.34~~
Entry	~~\$8,583.34~~	~~\$300.42~~	~~\$8,883.76~~
1 Year	~~\$8,583.34~~	~~\$600.83~~	~~\$9,184.17~~
2 Year	~~\$8,583.34~~ ~~\$8,333.34~~	~~\$858.33~~ ~~\$291.67~~	~~\$9,441.67~~ ~~\$8,333.34~~
3 Year	~~\$8,333.34~~	~~\$583.33~~	~~\$8,625.01~~
	~~\$8,333.34~~	~~\$833.33~~	~~\$8,916.67~~
	~~\$8,333.34~~		~~\$9,166.67~~

SECTION 3. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.
- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a Masters Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

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

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
 - 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 - 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 - 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 - 7. Each employee who holds an Associates Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 - 8. Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 - 9. Each employee who holds a Masters Degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 - 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:

1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an Associates Degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a Masters Degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

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

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

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of

Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.

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

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

1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified

firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.

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

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

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

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

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY

RESOLUTION NO. 6675

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 6655; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 6655, passed and approved on the 21st day of September, 2020, is hereby repealed.

SECTION 2. That, from and after the effective date of the 16th day of December, 2020, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER			
Entry	\$4,288.26	N/A	\$4,288.26
1 Year	\$4,288.26	\$441.84	\$4,730.11
2 Year	\$4,288.26	\$507.24	\$4,795.50
3 Year	\$4,288.26	\$572.62	\$4,860.89
4 Year	\$4,288.26	\$632.73	\$4,920.99
5 Year	\$4,288.26	\$775.19	\$5,063.45
ENGINEER			
Entry	\$5,458.82	N/A	\$5,458.82
1 Year	\$5,458.82	\$68.73	\$5,527.55
2 Year	\$5,458.82	\$138.01	\$5,596.83
CAPTAIN			
Entry	\$6,114.36	N/A	\$6,114.36
1 Year	\$6,114.36	\$75.68	\$6,190.04
BATTALION CHIEF			
Entry	\$6,741.24	N/A	\$6,741.24
1 Year	\$6,741.24	\$108.51	\$6,849.75

DIVISION CHIEF	\$7,628.59	N/A	\$7,628.59
ASSISTANT CHIEF	\$8,451.94	N/A	\$8,451.94
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$4,458.33	N/A	\$4,458.33
1 Year	\$4,458.33	\$208.34	\$4,666.67
2 Year	\$4,458.33	\$416.67	\$4,875.00
3 Year	\$4,458.33	\$791.67	\$5,250.00
4 Year	\$4,458.33	\$1,000.01	\$5,458.34
5 Year	\$4,458.33	\$1,208.34	\$5,666.67
6 Year	\$4,458.33	\$1,458.34	\$5,916.67
7 Year	\$4,458.33	\$1,666.67	\$6,125.00
CORPORAL			
Entry	\$6,250.00	N/A	\$6,250.00
1 Year	\$6,250.00	\$83.34	\$6,333.34
2 Year	\$6,250.00	\$166.67	\$6,416.67
3 Year	\$6,250.00	\$250.00	\$6,500.00
SERGEANT			
Entry	\$6,666.67	N/A	\$6,666.67
1 Year	\$6,666.67	\$208.33	\$6,875.00
2 Year	\$6,666.67	\$291.67	\$6,958.34
3 Year	\$6,666.67	\$416.67	\$7,083.34
LIEUTENANT			
Entry	\$7,166.67	N/A	\$7,166.67
1 Year	\$7,166.67	\$166.67	\$7,333.34
2 Year	\$7,166.67	\$333.33	\$7,500.00
3 Year	\$7,166.67	\$500.00	\$7,666.67
ASSISTANT CHIEF			
Entry	\$8,333.34	N/A	\$8,333.34
1 Year	\$8,333.34	\$291.67	\$8,625.01
2 Year	\$8,333.34	\$583.33	\$8,916.67
3 Year	\$8,333.34	\$833.33	\$9,166.67

SECTION 3. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

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

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

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

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

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an Associates Degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a Masters Degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

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

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

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

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

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

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

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

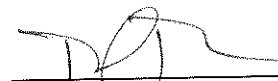
SECTION 7. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

PASSED AND APPROVED on this the 7th day of December, 2020.

CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

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

BY: Ryan P. Portman
NAME: Ryan P. Portman
CITY ATTORNEY

RESOLUTION NO. 6665

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING *REPEALING* AND REPLACING RESOLUTION NO. 6536 6655; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/ CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 6536 6655, passed and approved on the 46th 21st day of September, 2019 2020, is hereby ~~revoked~~ *repealed*.

SECTION 2. That, from and after the effective date of the 1st day of October, 2020 16th day of December, 2020, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER			
Entry	\$4,288.26	N/A	\$4,288.26
1 Year	\$4,288.26	\$441.84	\$4,730.11
2 Year	\$4,288.26	\$507.24	\$4,795.50
3 Year	\$4,288.26	\$572.62	\$4,860.89
4 Year	\$4,288.26	\$632.73	\$4,920.99
5 Year	\$4,288.26	\$775.19	\$5,063.45
ENGINEER			
Entry	\$5,458.82	N/A	\$5,458.82
1 Year	\$5,458.82	\$68.73	\$5,527.55
2 Year	\$5,458.82	\$138.01	\$5,596.83
CAPTAIN			
Entry	\$6,114.36	N/A	\$6,114.36
1 Year	\$6,114.36	\$75.68	\$6,190.04
BATTALION CHIEF			
Entry	\$6,741.24	N/A	\$6,741.24
1 Year	\$6,741.24	\$108.51	\$6,849.75

DIVISION CHIEF	\$7,628.59	N/A	\$7,628.59
ASSISTANT CHIEF	\$8,451.94	N/A	\$8,451.94
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$4,455.54 \$4,458.33	N/A	\$4,455.54 \$4,458.33
1 Year	\$4,455.54 \$4,458.33	\$132.17 \$208.34	\$4,587.71 \$4,666.67
2 Year	\$4,455.54 \$4,458.33	\$328.76 \$416.67	\$4,784.30 \$4,875.00
3 Year	\$4,455.54 \$4,458.33	\$748.63 \$791.67	\$5,204.17 \$5,250.00
4 Year	\$4,455.54 \$4,458.33	\$917.46 \$1,000.01	\$5,373.00 \$5,458.34
5 Year	\$4,455.54 \$4,458.33	\$1,094.63 \$1,208.34	\$5,550.17 \$5,666.67
6 Year	\$4,455.54 \$4,458.33	\$1,279.13 \$1,458.34	\$5,734.67 \$5,916.67
7 Year	\$4,455.54 \$4,458.33	\$1,279.13 \$1,666.67	\$5,898.30 \$6,125.00
CORPORAL			
Entry	\$6,084.58 \$6,250.00	N/A	\$6,084.58 \$6,250.00
1 Year	\$6,084.58 \$6,250.00	\$41.67 \$83.34	\$6,126.25 \$6,333.34
2 Year	\$6,084.58 \$6,250.00	\$83.34 \$166.67	\$6,167.92 \$6,416.67
3 Year	\$6,084.58 \$6,250.00	\$125.00 \$250.00	\$6,209.58 \$6,500.00
SERGEANT			
Entry	\$6,543.25 \$6,666.67	N/A	\$6,543.25 \$6,666.67
1 Year	\$6,543.25 \$6,666.67	\$104.17 \$208.33	\$6,647.42 \$6,875.00
2 Year	\$6,543.25 \$6,666.67	\$145.84 \$291.67	\$6,689.09 \$6,958.34
3 Year	\$6,543.25 \$6,666.67	\$208.34 \$416.67	\$6,751.59 \$7,083.34
LIEUTENANT			
Entry	\$7,063.21 \$7,166.67	N/A	\$7,063.21 \$7,166.67
1 Year	\$7,063.21 \$7,166.67	\$83.34 \$166.67	\$7,146.55 \$7,333.34
2 Year	\$7,063.21 \$7,166.67	\$166.67 \$333.33	\$7,229.88 \$7,500.00
3 Year	\$7,063.21 \$7,166.67	\$250.00 \$500.00	\$7,313.21 \$7,666.67
ASSISTANT CHIEF			
Entry	\$8,315.50 \$8,333.34	N/A	\$8,315.50 \$8,333.34
1 Year	\$8,315.50 \$8,333.34	\$145.84 \$291.67	\$8,461.34 \$8,625.01
2 Year	\$8,315.50 \$8,333.34	\$291.67 \$583.33	\$8,607.17 \$8,916.67
3 Year	\$8,315.50 \$8,333.34	\$416.67 \$833.33	\$8,732.17 \$9,166.67

SECTION 3. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

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

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

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

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

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an Associates Degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a Masters Degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

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

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

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

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

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

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

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

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

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

RESOLUTION NO. 6655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 6536; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 6536, passed and approved on the 16th day of September, 2019, is hereby revoked.

SECTION 2. That, from and after the effective date of the 1st day of October, 2020, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER			
Entry	\$4,288.26	N/A	\$4,288.26
1 Year	\$4,288.26	\$441.84	\$4,730.11
2 Year	\$4,288.26	\$507.24	\$4,795.50
3 Year	\$4,288.26	\$572.62	\$4,860.89
4 Year	\$4,288.26	\$632.73	\$4,920.99
5 Year	\$4,288.26	\$775.19	\$5,063.45
ENGINEER			
Entry	\$5,458.82	N/A	\$5,458.82
1 Year	\$5,458.82	\$68.73	\$5,527.55
2 Year	\$5,458.82	\$138.01	\$5,596.83
CAPTAIN			
Entry	\$6,114.36	N/A	\$6,114.36
1 Year	\$6,114.36	\$75.68	\$6,190.04
BATTALION CHIEF			
Entry	\$6,741.24	N/A	\$6,741.24
1 Year	\$6,741.24	\$108.51	\$6,849.75

DIVISION CHIEF	\$7,628.59	N/A	\$7,628.59
ASSISTANT CHIEF	\$8,451.94	N/A	\$8,451.94
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$4,455.54	N/A	\$4,455.54
1 Year	\$4,455.54	\$132.17	\$4,587.71
2 Year	\$4,455.54	\$328.76	\$4,784.30
3 Year	\$4,455.54	\$748.63	\$5,204.17
4 Year	\$4,455.54	\$917.46	\$5,373.00
5 Year	\$4,455.54	\$1,094.63	\$5,550.17
6 Year	\$4,455.54	\$1,279.13	\$5,734.67
7 Year	\$4,455.54	\$1,279.13	\$5,898.30
CORPORAL			
Entry	\$6,084.58	N/A	\$6,084.58
1 Year	\$6,084.58	\$41.67	\$6,126.25
2 Year	\$6,084.58	\$83.34	\$6,167.92
3 Year	\$6,084.58	\$125.00	\$6,209.58
SERGEANT			
Entry	\$6,543.25	N/A	\$6,543.25
1 Year	\$6,543.25	\$104.17	\$6,647.42
2 Year	\$6,543.25	\$145.84	\$6,689.09
3 Year	\$6,543.25	\$208.34	\$6,751.59
LIEUTENANT			
Entry	\$7,063.21	N/A	\$7,063.21
1 Year	\$7,063.21	\$83.34	\$7,146.55
2 Year	\$7,063.21	\$166.67	\$7,229.88
3 Year	\$7,063.21	\$250.00	\$7,313.21
ASSISTANT CHIEF			
Entry	\$8,315.50	N/A	\$8,315.50
1 Year	\$8,315.50	\$145.84	\$8,461.34
2 Year	\$8,315.50	\$291.67	\$8,607.17
3 Year	\$8,315.50	\$416.67	\$8,732.17

SECTION 3. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

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

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

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

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

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an Associates Degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a Masters Degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

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

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

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

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

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

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

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

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

PASSED AND APPROVED on this the 21st day of September, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**

RESOLUTION NO. 6536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 6448 6536; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 6448 6536, passed and approved on the 17th day of December, 2018 16th day of September, 2019, is hereby revoked.

SECTION 2. That, from and after the effective date of the 1st day of October, 2019 2020, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER			
Entry	\$4,288.26	N/A	\$4,288.26
1 Year	\$4,288.26	\$441.84	\$4,730.11
2 Year	\$4,288.26	\$507.24	\$4,795.50
3 Year	\$4,288.26	\$572.62	\$4,860.89
4 Year	\$4,288.26	\$632.73	\$4,920.99
5 Year	\$4,288.26	\$775.19	\$5,063.45
ENGINEER			
Entry	\$5,458.82	N/A	\$5,458.82
1 Year	\$5,458.82	\$68.73	\$5,527.55
2 Year	\$5,458.82	\$138.01	\$5,596.83
CAPTAIN			
Entry	\$6,114.36	N/A	\$6,114.36
1 Year	\$6,114.36	\$75.68	\$6,190.04
BATTALION CHIEF			
Entry	\$6,741.24	N/A	\$6,741.24
1 Year	\$6,741.24	\$108.51	\$6,849.75

DIVISION CHIEF	\$7,628.59	N/A	\$7,628.59
ASSISTANT CHIEF	\$8,451.94	N/A	\$8,451.94
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$4,129.48 \$4,455.54	N/A	\$4,129.48 \$4,455.54
Entry – Certified	\$4,452.73	N/A	\$4,452.73
1 Year	\$4,452.73 \$4,455.54	\$55.81 \$132.17	\$4,508.54 \$4,587.71
2 Year	\$4,452.73 \$4,455.54	\$233.27 \$328.76	\$4,686.00 \$4,784.30
3 Year	\$4,452.73 \$4,455.54	\$705.59 \$748.63	\$5,158.32 \$5,204.17
4 Year	\$4,452.73 \$4,455.54	\$834.97 \$917.46	\$5,287.70 \$5,373.00
5 Year	\$4,452.73 \$4,455.54	\$980.95 \$1,094.63	\$5,433.68 \$5,550.17
6 Year	\$4,455.54	\$1,279.13	\$5,734.67
7 Year	\$4,455.54	\$1,279.13	\$5,898.30
10 Year	\$4,452.73	\$1,099.91	\$5,552.64
20 Year	\$4,452.73	\$1,218.86	\$5,671.59
CORPORAL			
Entry	\$5,919.16 \$6,084.58	N/A	\$5,919.16 \$6,084.58
1 Year	\$6,084.58	\$41.67	\$6,126.25
2 Year	\$6,084.58	\$83.34	\$6,167.92
3 Year	\$6,084.58	\$125.00	\$6,209.58
SERGEANT			
Entry	\$6,419.87 \$6,543.25	N/A	\$6,419.87 \$6,543.25
1 Year	\$6,543.25	\$104.17	\$6,647.42
2 Year	\$6,543.25	\$145.84	\$6,689.09
3 Year	\$6,543.25	\$208.34	\$6,751.59
LIEUTENANT			
Entry	\$6,959.77 \$7,063.21	N/A	\$6,959.77 \$7,063.21
1 Year	\$7,063.21	\$83.34	\$7,146.55
2 Year	\$7,063.21	\$166.67	\$7,229.88
3 Year	\$7,063.21	\$250.00	\$7,313.21
ASSISTANT CHIEF			
Entry	\$8,297.68 \$8,315.50	N/A	\$8,297.68 \$8,315.50
1 Year	\$8,315.50	\$145.84	\$8,461.34
2 Year	\$8,315.50	\$291.67	\$8,607.17
3 Year	\$8,315.50	\$416.67	\$8,732.17

SECTION 3. That, from and after the effective date of the 1st day of October, 2019 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

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

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

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

SECTION 4. That, from and after the effective date of the 1st day of October, 2019 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on this the _____ day of _____, 2019
2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

RESOLUTION NO. 6536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 6448; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 6448, passed and approved on the 17th day of December, 2018, is hereby revoked.

SECTION 2. That, from and after the effective date of the 1st day of October, 2019, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER			
Entry	\$4,288.26	N/A	\$4,288.26
1 Year	\$4,288.26	\$441.84	\$4,730.11
2 Year	\$4,288.26	\$507.24	\$4,795.50
3 Year	\$4,288.26	\$572.62	\$4,860.89
4 Year	\$4,288.26	\$632.73	\$4,920.99
5 Year	\$4,288.26	\$775.19	\$5,063.45
ENGINEER			
Entry	\$5,458.82	N/A	\$5,458.82
1 Year	\$5,458.82	\$68.73	\$5,527.55
2 Year	\$5,458.82	\$138.01	\$5,596.83
CAPTAIN			
Entry	\$6,114.36	N/A	\$6,114.36
1 Year	\$6,114.36	\$75.68	\$6,190.04
BATTALION CHIEF			
Entry	\$6,741.24	N/A	\$6,741.24
1 Year	\$6,741.24	\$108.51	\$6,849.75

DIVISION CHIEF	\$7,628.59	N/A	\$7,628.59
ASSISTANT CHIEF	\$8,451.94	N/A	\$8,451.94
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$4,129.48	N/A	\$4,129.48
Entry – Certified	\$4,452.73	N/A	\$4,452.73
1 Year	\$4,452.73	\$55.81	\$4,508.54
2 Year	\$4,452.73	\$233.27	\$4,686.00
3 Year	\$4,452.73	\$705.59	\$5,158.32
4 Year	\$4,452.73	\$834.97	\$5,287.70
5 Year	\$4,452.73	\$980.95	\$5,433.68
10 Year	\$4,452.73	\$1,099.91	\$5,552.64
20 Year	\$4,452.73	\$1,218.86	\$5,671.59
CORPORAL	\$5,919.16	N/A	\$5,919.16
SERGEANT	\$6,419.87	N/A	\$6,419.87
LIEUTENANT	\$6,959.77	N/A	\$6,959.77
ASSISTANT CHIEF	\$8,297.68	N/A	\$8,297.68

SECTION 3. That, from and after the effective date of the 1st day of October, 2019, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.
- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.

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

SECTION 4. That, from and after the effective date of the 1st day of October, 2019, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
- (d) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
- (e) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.

- (g) Each employee who holds an Associates Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
- (h) Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (i) Each employee who holds a Masters Degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

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

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

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police

Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

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

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

Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

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

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

PASSED AND APPROVED on this the 16th day of September, 2019.

CITY OF SHERMAN, TEXAS

BY: David Plyler
DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 09/20/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6778**

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program to Fund Improvements at the Sherman Municipal Airport; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for a grant from the Texas Department of Transportation (TxDOT), under the Routine Airport Maintenance Program (RAMP), for improvements at the Sherman Municipal Airport. In addition, requesting designation of the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City.

Background:

TxDOT offers a matching grant each year for airport improvements such as pavement, signage, drainage, lighting, utility infrastructure, fencing, fuel systems, hangars, security, and other routine maintenance. Improvements must be completed by August 31, 2022 unless otherwise approved by the State.

Origination:

Finance Department

Financial Consideration:

The City will be reimbursed 50% of eligible expenses, up to a maximum reimbursement of \$50,000.00. The expenses will be paid from the Airport Fund.

Staff Recommendation:

City staff recommends submitting the grant application to TxDOT under the Routine Airport Maintenance Program.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6778
2022 RAMP Grant
Aerial Location Map

RESOLUTION NO. 6778

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds for improvements at the Sherman Municipal Airport; and

WHEREAS, the City Council understands the expected total grant application is estimated at Fifty Thousand Dollars and No Cents (\$50,000.00); and there is a fifty percent (50%) match required by the Texas Department of Transportation; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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, to submit a grant application with the Texas Department of Transportation to fund airport maintenance and improvements under the Routine Airport Maintenance Program.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the ____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2201SHRM

Part I - Identification of the Project

TO: The City of Sherman, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Sherman, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the SHERMAN - SHERMAN MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Sherman, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Sherman, Texas

Sponsor

Sponsor Signature

City Manager

Sponsor Title

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

City Manager

Title

Date

Attachment A

Scope of Services
TxDOT Project ID: M2201SHRM

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Sponsor Signature

City Manager

Sponsor Title

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2201SHRM

The City of Sherman, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor Signature

[City Manager](#)

Sponsor Title

Date

Certification of State Single Audit Requirements

I, Robby Hefton, do certify that the City of Sherman, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Sherman, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Sherman, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

City Manager

Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2201SHRM

The City of Sherman, Texas, designates,

Robby Hefton, City Manager, as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

City Manager

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

Robby Hefton

First Name, Last Name

City Manager

Title

220 W Mulberry St

Sherman, Texas 75090

Address

903-892-7204

Phone Number

robbyh@cityofsherman.com

Email Address





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 09/20/2021

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6779**

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

Issue:

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

Background:

Staff recommends that the City enter into a twelve (12) month contract with the Museum to cover the period from October 1, 2021, through September 30, 2022. The proposed funding level maintains the Museum's quarterly support at \$12,500.00, an annual contribution of \$50,000.00. The contract includes an option for an additional \$20,000.00 to be paid during the contract period for operating expenses only upon proof of the Museum's matching \$20,000.00. These contract terms are unchanged from the current (fiscal year 2020-2021) contract with the Museum.

Origination:

City Manager's Office

Financial Consideration:

The proposed contract provides for payment of \$12,500.00 per quarter for the fiscal year 2021-2022 budget, a total allocation of \$50,000.00 from the Hotel-Motel Occupancy Tax Fund revenues, as well as an option for an additional \$20,000.00 matching amount.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6779

Contract between City of Sherman and The Sherman Museum

Exhibit "A" - Texas Tax Code Section 351.101

Aerial Location Map

RESOLUTION NO. 6779

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the ____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

**CONTRACT BETWEEN
CITY OF SHERMAN AND THE SHERMAN MUSEUM**

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

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

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

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

WHEREAS, MUSEUM shall consist of the property located at 301 and 303 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, 2021, through September 30, 2022, the CITY agrees to pay to MUSEUM Fifty Thousand Dollars and No Cents (\$50,000.00) collected under the Hotel/Motel Occupancy Tax of the CITY; and MUSEUM agrees that all funds are to be used entirely for the operation and maintenance of the MUSEUM. The Fifty Thousand Dollars and No Cents (\$50,000.00) paid to the MUSEUM for the time period of October 1, 2021, through September 30, 2022, represents the entire amount budgeted for this purpose by the CITY for the

fiscal year 2021-2022. The Fifty Thousand Dollars and No Cents (\$50,000.00) shall be paid in four (4) installments on the final execution of this Contract: November 15, 2021, January 15, and April 15, and June 15, 2022. 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.

Further, during the term of this agreement, the CITY agrees to provide up to an additional Twenty Thousand Dollars and No Cents (\$20,000.00) of funds collected under the City's Hotel/Motel Occupancy Tax as a match to any funds collected by the MUSEUM, said matching funds to be used by the MUSEUM strictly for operating expenses and paid upon a reimbursement basis.

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

II.

MUSEUM agrees that any money received under this Contract will only be used for purposes specified in Chapter 351 of the Texas Tax Code and MUSEUM will not use any money received in this Contract in any manner that does not strictly comply with the requirements, intent, and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.101(a)(1)-(7), as amended, and such statutorily authorized administrative expenses, together with the Texas

Attorney General opinions interpreting Section 351.101 of the Texas Tax Code. A copy of Section 351.101 of the Texas Tax Code is attached as Exhibit "A" and incorporated into this Contract for all purposes. Specifically, MUSEUM agrees to use such hotel tax revenues solely for the purposes of promoting tourism and the convention and hotel industry and will use the revenues solely for the permissible uses listed in Section 351.101(a) of the Texas Tax Code.

III.

MUSEUM represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2020-2021. The MUSEUM shall furnish CITY quarterly financial reports which show all actual expenditures whether those expenditures are budgeted or not from records maintained pursuant to Section 351.108(a) of the Texas Tax Code. The report shall compare actual expenditures to budgeted expenditures and to actual expenditures from the prior year. The report shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

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

IV.

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

V.

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

VI.

The parties agree that the term of this Contract is for October 1, 2021 through September 30, 2022.

VII.

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

VIII.

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

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

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of THE SHERMAN MUSEUM and on behalf of the CITY OF SHERMAN by its City Manager and attested by its City Clerk, effective on the 1st day of October, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON
CITY MANAGER

DATE: _____

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

**THE SHERMAN MUSEUM,
A NON-PROFIT CORPORATION**

BY: _____
**PRESIDENT OF THE BOARD
OF TRUSTEES**

DATE: _____

Exhibit "A"

TAX CODE

TITLE 3. LOCAL TAXATION

SUBTITLE D. LOCAL HOTEL OCCUPANCY TAXES

CHAPTER 351. MUNICIPAL HOTEL OCCUPANCY TAXES

SUBCHAPTER B. USE AND ALLOCATION OF REVENUE

Sec. 351.101. USE OF TAX REVENUE.

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

- (1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
- (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- (3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
- (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
 - (A) at or in the immediate vicinity of convention center facilities or visitor information centers; or
 - (B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
- (6) 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 if:
 - (A) the municipality is located in a county with a population of one million or less;
 - (B) the municipality has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a

population of at least 580,000, and the remaining territory located in a county with a population of at least four million; or

- (C) the municipality has a population of at least 200,000 and shares a border with:
 - (i) a municipality described by Section [351.102](#)(e)(7); and
 - (ii) Lake Ray Hubbard;
- (7) subject to Section [351.1076](#), the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields if:
 - (A) the municipality owns the facilities or fields;
 - (B) the municipality:
 - (i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;
 - (ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;
 - (iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;
 - (iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;
 - (v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;
 - (vi) is located in a county that:
 - (a) is adjacent to the Texas-Mexico border;
 - (b) has a population of at least 500,000; and
 - (c) does not have a municipality with a population greater than 500,000;
 - (vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less;
 - (viii) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located;

- (ix) has a population of at least 40,000 and the San Marcos River flows through the municipality;
 - (x) has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million;
 - (xi) contains an intersection of Interstates 35E and 35W and at least two public universities; or
 - (xii) is described by Subdivision (6)(C); and
- (C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;
- (8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;
- (9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;
- (10) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:
 - (A) has a population of at least 90,000 but less than 120,000; and
 - (B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and
- (11) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by Section [334.001](#)(4), Local Government Code, that is related to the promotion of tourism.

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

(c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the

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

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

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

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

(g) This section does not prohibit a person that receives a grant from a municipality to conduct an activity authorized by Subsection (a)(4) from making a grant by contract to another person to conduct an activity authorized by that subdivision. A person that receives a grant from a grantee of the municipality under this subsection shall:

- (1) at least annually submit a report of the person's expenditures of funds received from the grantee to the governing body of the municipality; and
- (2) make records of those expenditures available for review to the governing body of the municipality and any other person.

(g-1) A municipality may not require a person that receives funds directly from the municipality through a grant to conduct an activity authorized by Subsection (a)(4) to waive a right guaranteed by law to the person or to enter into an agreement with another person.

(h) In addition to the uses authorized by Subsection (a), a municipality described by Subsection (a)(7)(B)(viii), as added by Chapter 546 (S.B. 585), Acts of the 83rd Legislature, Regular Session, 2013, may use revenue derived from the tax authorized by this chapter to promote tourism and the convention and

hotel industry by constructing, maintaining, or expanding a sporting-related facility owned by the municipality if:

- (1) the majority of the events at the facility involve participants staying at hotels in the municipality; and
- (2) for a fiscal year, the municipality does not reduce the amount of that revenue that it uses for a purpose described by Subsection (a)(3) to an amount that is less than the lesser of:
 - (A) the amount of that revenue used by the municipality for that purpose during the municipality's 2015 fiscal year; or
 - (B) the total amount of that revenue received in the fiscal year.

(i) In addition to the purposes provided by Subsection (a), a municipality that has a population of at least 75,000 but not more than 95,000 and that is located in a county that has a population of more than 160,000 but less than 200,000 may use revenue from the municipal hotel tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting-related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels in the municipality.

(j) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 5,000 and at least part of which is located less than one-eighth of one mile from a space center operated by an agency of the federal government may use revenue from the municipal hotel occupancy tax for 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.

(k) In addition to other authorized uses, a municipality that is intersected by both State Highways 71 and 95 may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) are met.

(m) In addition to the uses authorized by Subsections (a) and (e), and notwithstanding any provision of this chapter to the contrary, a municipality with a population of 6,500 or less that has at least 800 hotel rooms within the corporate boundaries of the municipality and that is located in a county adjacent to a county with a population of 3.3 million or more may use revenue derived from the tax authorized by this chapter to directly enhance and promote tourism and the convention and hotel industry by acquiring sites for and constructing, improving, enlarging, equipping, repairing, operating, and maintaining a municipally owned:

- (1) convention center facility;
- (2) sports-related facility with seating for at least 4,500 people that is used or is planned for use for one or more professional or amateur sports events or other events, including rodeos, livestock shows, and performing arts events;

- (3) multiuse facility that includes facilities described by Subdivisions (1) and (2); and
- (4) related infrastructure for a facility described by Subdivision (1), (2), or (3), as that term is defined by Section [334.001](#)(3), Local Government Code, for a venue.

(m-1) A municipality described by Subsection (m) that issues obligations secured wholly or partly by revenue derived from the tax authorized by this chapter for a use described by that subsection may use that revenue for those uses as long as the obligations are outstanding even if the municipality is no longer a municipality described by that subsection.

(n) In addition to other authorized uses, a municipality that has a population of not more than 1,500 and is located in a county that borders Arkansas and Louisiana may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) and Section [351.1076](#) are met.

(o) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 10,000, that contains an outdoor gear and sporting goods retailer with retail space larger than 175,000 square feet, and that hosts an annual wiener dog race may use revenue from the municipal hotel occupancy tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels in the municipality. If a municipality to which this subsection applies uses revenue derived from the municipal hotel occupancy tax for a purpose described by this subsection, the municipality may not reduce the percentage of revenue from that tax allocated for a purpose described by Subsection (a)(3) to a percentage that is less than the average percentage of that revenue allocated by the municipality for that purpose during the 36-month period preceding the date the municipality begins using the revenue for a purpose described by this subsection.

Text of subsection as added by Acts 2019, 86th Leg., R.S., Ch. 351 (H.B. [3356](#)), Sec. 1

(q) In addition to the purposes provided by Subsection (a), a municipality with a population of more than 48,000 but less than 95,000 that is located in two counties, one of which has a population of at least 900,000 but less than 1.7 million, may use revenue from the municipal hotel occupancy tax to promote tourism and the convention and hotel industry by constructing, improving, equipping, repairing, maintaining, operating, or expanding a coliseum or multiuse facility if the majority of the events at the coliseum or facility attract tourists who substantially increase economic activity at hotels in the municipality.

Text of subsection as added by Acts 2019, 86th Leg., R.S., Ch. 998 (H.B. [1634](#)), Sec. 1

(q) In addition to the purposes provided by Subsections (a) and (e), a municipality with a population of more than 10,000 that has a city hall located less than three miles from a space center operated by an agency of the federal government and that is wholly located in a county with a population of four million or more may use revenue from the hotel occupancy tax for the construction, improvement, enlarging, equipping, renovating, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by Section [334.001](#)(4), Local Government Code, that is related

to the promotion of tourism, including a hotel, resort, or convention center facility located on land owned by the municipality or a nonprofit corporation acting on behalf of the municipality.

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

Amended by:

Acts 2005, 79th Leg., Ch. 1247 (H.B. [1734](#)), Sec. 1, eff. June 18, 2005.
Acts 2007, 80th Leg., R.S., Ch. 1144 (S.B. [765](#)), Sec. 1, eff. June 15, 2007.
Acts 2009, 81st Leg., R.S., Ch. 402 (H.B. [1789](#)), Sec. 1, eff. June 19, 2009.
Acts 2009, 81st Leg., R.S., Ch. 1220 (S.B. [1247](#)), Sec. 3(a), eff. June 19, 2009.
Acts 2009, 81st Leg., R.S., Ch. 1322 (H.B. [3098](#)), Sec. 1, eff. June 19, 2009.
Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. [1303](#)), Sec. 23.004, eff. September 1, 2011.
Acts 2011, 82nd Leg., R.S., Ch. 247 (H.B. [970](#)), Sec. 1, eff. June 17, 2011.
Acts 2011, 82nd Leg., R.S., Ch. 764 (H.B. [1690](#)), Sec. 1, eff. June 17, 2011.
Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 120, eff. September 1, 2011.
Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 19.012, eff. September 1, 2013.
Acts 2013, 83rd Leg., R.S., Ch. 541 (S.B. [551](#)), Sec. 1, eff. June 14, 2013.
Acts 2013, 83rd Leg., R.S., Ch. 546 (S.B. [585](#)), Sec. 1, eff. June 14, 2013.
Acts 2015, 84th Leg., R.S., Ch. 663 (H.B. [3595](#)), Sec. 1, eff. June 17, 2015.
Acts 2015, 84th Leg., R.S., Ch. 665 (H.B. [3629](#)), Sec. 1, eff. June 17, 2015.
Acts 2015, 84th Leg., R.S., Ch. 666 (H.B. [3772](#)), Sec. 1, eff. June 17, 2015.
Acts 2015, 84th Leg., R.S., Ch. 970 (H.B. [1585](#)), Sec. 1, eff. September 1, 2015.
Acts 2015, 84th Leg., R.S., Ch. 979 (H.B. [3615](#)), Sec. 1, eff. June 19, 2015.
Acts 2015, 84th Leg., R.S., Ch. 979 (H.B. [3615](#)), Sec. 2, eff. June 19, 2015.
Acts 2017, 85th Leg., R.S., Ch. 53 (S.B. [1365](#)), Sec. 1, eff. May 22, 2017.
Acts 2017, 85th Leg., R.S., Ch. 267 (H.B. [1896](#)), Sec. 4, eff. September 1, 2017.
Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. [1488](#)), Sec. 17.003, eff. September 1, 2017.
Acts 2017, 85th Leg., R.S., Ch. 453 (S.B. [942](#)), Sec. 1, eff. June 9, 2017.
Acts 2017, 85th Leg., R.S., Ch. 652 (S.B. [2166](#)), Sec. 1, eff. June 12, 2017.
Acts 2017, 85th Leg., R.S., Ch. 785 (H.B. [2445](#)), Sec. 5, eff. June 15, 2017.
Acts 2017, 85th Leg., R.S., Ch. 785 (H.B. [2445](#)), Sec. 6, eff. June 15, 2017.
Acts 2019, 86th Leg., R.S., Ch. 351 (H.B. [3356](#)), Sec. 1, eff. June 2, 2019.
Reenacted and amended by Acts 2019, 86th Leg., R.S., Ch. 405 (S.B. [1262](#)), Sec. 1, eff. September 1, 2019.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 467 (H.B. [4170](#)), Sec. 14.003, eff. September 1, 2019.
Acts 2019, 86th Leg., R.S., Ch. 998 (H.B. [1634](#)), Sec. 1, eff. June 14, 2019.



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WALNUT

JONES

CHERRY





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 09/20/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2021 Council Calendar

2021 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
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May						
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23	24	25	26	27	28	29
30	31					

June						
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27	28	29	30			

July						
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August						
Su	Mo	Tu	We	Th	Fr	Sa
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29	30	31				

September						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30		

October						
Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	Mo	Tu	We	Th	Fr	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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

CALLED MEETINGS	
1/19/2021	Rescheduled - Martin Luther King, Jr. Day
4/23/2021	Called Budget Planning Meeting
5/27/2021	Called Capital Improvement Program Work Session
7/6/2021	Rescheduled - Independence Day
9/7/2021	Rescheduled - Labor Day
9/14/2021	Called Joint Meeting w/SEDCO Board of Directors
10/25/2021	Called Joint Meeting w/SISD Board of Trustees