

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, SEPTEMBER 17, 2012
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY MAYOR BILL MAGERS](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 4, 2012](#)

Proclamation

- A.5 [PROCLAMATION](#)
“Texoma Night Out” – October 2, 2012

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5754](#)
Repealing Ordinance No. 5626 in its Entirety; Establishing Assignment Pay Schedules for Firefighters and Police Officers
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5755](#)
Amending Chapter 9 of the Code of Ordinances, entitled “Personnel”, Article 9.05, entitled “Civil Service for Firefighters and Police Officers”, at Section 9.05.026, entitled “Authorized Number of Positions”, to Amend the Number of Authorized Positions in the Fire and Police Departments
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5756](#)
Amending Ordinance No. 5751; Appointing Election Officials and Providing a Schedule for Early Voting for an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2012, for the Purpose of Electing a Mayor and Two (2) At-Large City Council Members
- B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5757](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Automotive Repair and Detail Center in a C-2 (General Commercial) District at 3520 Texoma Parkway, Suite A, being Lot 6A, Block 1, Redick Addition, Replat of Lot 6, Block 1 (John Shoulders, Owner; David Shoulders, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.5 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5758](#)

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 1702 and 1706 East Houston Street (Kristi D. Cordell and Donald W. Makinson, Owners; Dominic Tornambe, Aventine Development Corporation, Representative/Prospective Buyer)

Close Public Hearing and Consider Adoption of Ordinances

B.6 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- (a) 5754
- (b) 5755
- (c) 5756
- (d) 5757
- (e) 5758

B.7 [ADOPTION OF ORDINANCE NO. 5752](#)

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2012; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

B.8 [CONSENT AGENDA](#)

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

Resolutions

C.1 [* RESOLUTION NO. 5699](#)

Revoking and Replacing Resolution No. 5425; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers

C.2 [RESOLUTION NO. 5700](#)

Authorizing Execution of an Agreement for Fire Protection Services between Grayson County and the City of Sherman for the Period of October 1, 2012 through September 30, 2013

C.3 [RESOLUTION NO. 5701](#)

Authorizing Execution of an Agreement for Ambulance Services with Grayson County for the Period of October 1, 2012 through September 30, 2013

C.4 [RESOLUTION NO. 5702](#)

Authorizing Execution of an Encroachment Easement to Robert W. Minshew, President of Kelly Square, Inc., for the Construction of Balconies and Supports into a Downtown City Sidewalk

C.5 [* RESOLUTION NO. 5703](#)

Authorizing Execution of an Agreement with Curt Simmons for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1109 North Brents Avenue

C.6 [* RESOLUTION NO. 5704](#)

Awarding Bids to and Authorizing Execution of Contracts with Diamond Service Center for an Annual Supply of Tires and Tubes

C.7 [* RESOLUTION NO. 5705](#)

Authorizing the Purchase of a 2013 Chevrolet Tahoe SSV 4X4 for the Sherman Fire Department from Caldwell Country Chevrolet through the Houston-Galveston Area Council of Governments (H-GAC)

C.8 [* RESOLUTION NO. 5706](#)

Authorizing the Purchase of a 2013 Pierce Impel Pumper EP/358 and Equipment for the Sherman Fire Department from Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC)

Change Order

D.1 [CHANGE ORDER NO. 2](#)

Downtown Sherman Streetscape Improvements Project; Vescor, Inc. dba Vessels Construction; \$47,127.99, Increase

Other Business

D.2 [OTHER BUSINESS](#)

Receive City Manager George Olson's Comments on Various Civil Service Agenda Items

D.3 [* OTHER BUSINESS](#)

Replat Approval of Lots 1 and 8, Block C of the Amended Replat of Block C of Sherman Commons Addition, containing 2.26 acres; Sherman Commons, LP, Owners; McAlister's Deli, Tenant; Vilbig & Associates, PLLC, Engineers/Surveyors; and Sartin & Associates, Inc., Surveyors (3801 U.S. Highway 75 North and 3806 Loy Lake Road)

D.4 [CITIZEN REQUESTS](#)

D.5 [MEDIA QUESTIONS](#)

Consider Board/Commission Appointments

D.6 [APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS](#)

(a) Parks and Recreation Advisory Board (2)

D.7 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.074

Personnel Matters

- (a) Deliberate the Evaluation of a Public Officer or Employee:
 - (1) Annual Performance Evaluation of the City Manager
 - (2) Annual Performance Evaluation of the City Attorney
- (b) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Sherman Economic Development Corporation Board of Directors (2)

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 4, 2012

STATE OF TEXAS

§

September 4, 2012

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 4, 2012.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Pam Howeth. She asked members of a local Boy Scout Troop to assist her in the Pledge of Allegiance.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of August 20, 2012. Council Member Smith moved to approve the Minutes as presented; Second by Deputy Mayor Steele. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PUBLIC HEARING

CAPITAL IMPROVEMENT PROGRAM 2012-2017

Mayor Magers called for a public hearing on the 2012-2017 Capital Improvement Program.

CAPITAL
IMPROVEMENT
PROGRAM

Aubrey Page, 5207 W. Meadowridge Road

Mr. Page addressed a water pressure issue residents are having in the Western Acres Subdivision. When the area was annexed the residents warned the City that the problem was due to a "bad design" and would need to be repaired.

Mr. Page said his home is at an elevation of 840 feet and his water is fed from the water tower past Texas Instruments on Shepherd Drive. He currently has a water pressure of approximately 33 psi. The City's standard is 45 psi for water pressure.

He explained that the City worked with residents for the first five or six years after their annexation. They ran a line from Rolling Hills Drive to Meadowridge Road, which did help the water pressure. They also added a larger tap on the water line in front of Mr. Page's home. At that point, the City said that was all they could do.

According to Mr. Page, then the Wilsonwood Estates Subdivision was established. At that time a new water line was added for the new addition, which "tapped" off the Western Acres water line.

The City then said they would “loop” the water line as it passed Friendship Road, which was supposed to be the ultimate solution to the problem. At the time, there was \$5,000 in the Capital Improvement Program for this four-tenths of a mile loop.

Mr. Page said the money stayed in the CIP for two years, but nothing ever happened and the money disappeared. He asked that the City honor their commitment and put the money back in the CIP and that it not be “cut” again.

Mayor Magers said he was aware of the issues and that it has been an ongoing situation. He said if the cost was really \$5,000, it was not a CIP issue, but would be a maintenance issue.

Mark Gibson, Director of Utilities and Engineering, said one reason the project has not been pursued is because of the right-of-way and easements needed for the water line. Mayor Magers questioned the \$5,000 estimate for the project.

George Olson, City Manager, suggested that Mr. Gibson and Daryl Baker, Utility Field Superintendent, meet with Mr. Page and determine what has been done and said over the years for the project.

No other citizens appeared before the City Council to discuss the City's Capital Improvement Program for 2012-2017.

SECOND PUBLIC HEARING OF ORDINANCE

Mayor Magers called for the second public hearing of Ordinance 5752:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2012; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

**ORD 5752
LEVY OF AD
VALOREM TAXES**

No citizens appeared before the City Council to discuss Ordinance 5752.

Mayor Magers said the City Council will consider the adoption of the tax rate ordinance at the called meeting scheduled for 5:00 p.m. on Monday, September 17, 2012, at Sherman City Hall, 220 West Mulberry Street, Sherman, Texas.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5753 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.08, ENTITLED "UTILITY BILLING", AT SECTIONS 13.08.005 AND 13.08.006, REVISING RATES FOR WATER AND SEWER AND PROVIDING FOR BULK WATER SALES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5753
WATER AND
SEWER RATES

No citizens appeared before the City Council to discuss Ordinance 5753.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5753

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 AND PROVIDING FOR BULK WATER SALES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5753
WATER AND
SEWER RATES

Mayor Magers explained that this is the third year of a three year program to increase water rates to recoup the lost water revenue after the closing of two industries that were big water users. Revenue was also lost when another industry began recycling 30% of their water.

He added that the sale of water is a fixed cost business and the increase was needed when Sherman lost the big water users. Instead of initiating a large rate increase, it was spread out over several years to reduce the impact on citizens.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5753, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTIONS

RESOLUTION NO. 5693 – APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS. PROVIDING FOR AN EFFECTIVE DATE.

RES 5693
CIP

Mayor Magers asked if Mr. Page's issue would be in the CIP or would it be a utility issue. Mr. Olson said it would not be a CIP project and he did not recommend a change in the CIP program.

Mayor Magers said the Western Acres drainage issues have been a problem for some time. The City has limited funding and unlimited needs. He asked Mr. Gibson to meet with Mr. Page after the meeting and see what can be done to put a cost effective plan together to address the problem.

Mayor Magers said the CIP is a five-year plan, but it is reviewed on an annual basis. The City is still catching up from the recent "downturn" so the projects are pretty modest for 2012-2013.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5693, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

PROCLAMATION

"TEXTING & DRIVING – IT CAN WAIT DAY" – SEPTEMBER 19, 2012

Mayor Magers presented a proclamation to David Arbuckle, AT&T Vice President of External Affairs, designating September 19, 2012 as "Texting & Driving – It Can Wait Day" in the City of Sherman.

Mr. Arbuckle said the proclamation is very important, especially to young people, who think they can do everything. He recognized employees from the local AT&T store: Henrietta Fulendwider, Matthew Passanis, Brett Bennett, and Michael Reed.

He urged all citizens not to text and drive and asked them to go online and take the pledge. The goal is to have no accidents from texting and driving.

CONSENT AGENDA

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

RESOLUTION NO. 5694 – AMENDING THE 2011-2012 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2011, THROUGH SEPTEMBER 30, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2011-2012 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND

"TEXTING & DRIVING –
IT CAN WAIT DAY"
(SEPT. 19, 2012)

CONSENT AGENDA

RES 5694
BUDGET
AMENDMENT

ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2011, THROUGH SEPTEMBER 30, 2012.
CONSENT AGENDA.

RESOLUTION NO. 5695 – FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECT “STATE HIGHWAY 289 WATER LINE”; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

RES 5695
SH 289 WATER LINE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECT “STATE HIGHWAY 289 WATER LINE”; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

Mayor Magers thanked the Sherman Economic Development Corporation Board of Directors for their support of the project. It will take water and eventually sewer down S.H. 289, which is the western City limits of Sherman.

Mayor Magers said the project will help spur development, and S.H. 289 will be a big part of Sherman, from both a retail and commercial standpoint. He again thanked SEDCO for their leadership with the project.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5695, as presented. Second by Deputy Mayor Steele.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5696 – AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ENABLE THE POLICE DEPARTMENT TO BE A PARTICIPANT IN THE STATE WIDE CRASH REPORTING AND ANALYSIS FOR SAFER HIGHWAYS (CRASH) SYSTEM AT NO COST TO THE CITY

RES 5696
STATE WIDE
CRASH REPORTING
FOR POLICE DEPT.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE

TEXAS DEPARTMENT OF TRANSPORTATION TO ENABLE THE POLICE DEPARTMENT TO BE A PARTICIPANT IN THE STATE WIDE CRASH REPORTING AND ANALYSIS FOR SAFER HIGHWAYS (CRASH) SYSTEM AT NO COST TO THE CITY.

CONSENT AGENDA.

RESOLUTION NO. 5697 – AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES

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

CONSENT AGENDA.

RES 5697
SALE OF PROPERTIES
FOR DELINQUENT
TAXES

RESOLUTION NO. 5698 – AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE GRAYSON COUNTY SHELTER, INC., CHILD & FAMILY GUIDANCE CENTER OF TEXOMA, AND BOYS & GIRLS CLUB OF SHERMAN, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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

CONSENT AGENDA.

RES 5698
CDBG FUNDING

OTHER BUSINESS

RECEIVE PRESENTATION FROM WHITE CANE DAYS DRIVE CHAIRMAN JERRY GUNDERSHEIMER ON THE CITY ORDINANCE REGARDING STREET SOLICITATION

Dr. Jerry Gundersheimer, White Cane Days Drive Chairman, addressed the City Council on the status of their White Cane Days Drive since the City's ordinance regarding street solicitation was enacted.

STREET SOLICITATION
FOR WHITE CANE
DAYS

The Sherman Noon Lions Club annually solicits funds at various street corners for one or two days per year to collect money used for eye exams and glasses for needy school children in Grayson County. Money also goes to other sight projects through the Club.

Several years ago the City changed their ordinance on solicitation on City streets, thereby causing less money to be collected for the club to help the needy children. He presented a handout that listed the money collected through White Cane Day donations from 2004 through 2011.

Dr. Gundersheimer said the Sherman Noon Lions Club is a victim, as are other charitable clubs, of the economy and citizens cutting back on donations. He did not feel that the collection of money for White Cane Days would be such a problem if they could collect money in the streets, as they have been allowed to do in the past.

He added that many local stores, such as Wal-Mart, are not allowing charitable organizations to collect money in their parking lot and there are fewer options to fund needs for the children.

Dr. Gundersheimer asked if there was some way the City could allow the Sherman Noon Lions Club, and other legitimate charities, to collect money in the streets for a day to help the community. He said the Lions Club would be willing to follow whatever guidelines the City feels are appropriate, and already has an insurance policy that would hold the City harmless for any liability that might occur.

He said the Lions Club has “played by the City’s rules” and not collected money at street corners, however there are other organizations that do solicit funds where this legitimate charity cannot.

Mayor Magers said it is impossible for the City of Sherman to determine which organization is legitimate and which one is not. He said when one organization solicited at Taylor Street and Loy Lake Road, there were numerous calls to the Police Department and they were “chased off.”

Mayor Magers asked why the commercial businesses weren’t allowing solicitation at their facilities any longer. Dr. Gundersheimer said he did not know, but felt it was a corporate decision and not a local one.

Dr. Gundersheimer asked the City Council to revisit their guidelines and application process to allow the Lions Club to solicit on City streets and he said they “will do what they need to do to be allowed” to solicit.

Deputy Mayor Steele verified that the Lions Club previously collected money on a Friday and Saturday in October, but because of the number of Lions currently in the club, they would like to collect money on one Saturday in October.

Mr. Olson said the City just passed an ordinance this year at the request of the City Council. In 2008, there were some safety issues at major intersections, such as Taylor Street and Loy Lake Road, and Taylor Street and Travis Street. The City was receiving many complaints from the public and traffic was being “tied up” and could not get through. Therefore organizations are not allowed to solicit at those corners.

He said the Sherman Noon Lions Club has not come back to the City since that time. The City allows solicitation at certain locations in the Sherman Town Center, but are not comfortable allowing citizens to solicit on the streets at busy intersections. For example, the Fire Department collects for the Muscular Dystrophy Association at the Town Center.

Dr. Gundersheimer was interested in soliciting at Sherman Town Center and was under the impression they were not able to solicit anymore on public thoroughfares. Mr. Olson will send an application to Dr. Gundersheimer and discuss options available to the Lions Club.

CONSIDER REQUEST OF THE SHERMAN ARTS FESTIVAL COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS AND USE CERTAIN CITY FACILITIES AND SERVICES FOR THE 30TH ANNUAL SHERMAN ARTS FESTIVAL ON SATURDAY, SEPTEMBER 15, 2012

The City Council approved the request of the Sherman Arts Festival Committee to temporarily close certain streets and use certain City facilities and services for the 30th Annual Sherman Arts Festival on September 15, 2012.

Street closures will be around the Municipal Building and they have requested the use of additional barricades, trash carts, a dumpster, tables and chairs, and street sweeping prior to the event.

CONSENT AGENDA.

CONSIDER REQUEST OF ST. MARY'S CATHOLIC PARISH TO TEMPORARILY CLOSE CERTAIN STREETS FOR THEIR ANNUAL FALL FEST ON SUNDAY, SEPTEMBER 30, 2012

The City Council approved the request of St. Mary's Catholic Parish to temporarily close certain streets for their Annual Fall Fest on September 30, 2012.

They have requested the closure of Sparrow Lane, from Travis Street to Walnut Street, during the event. They have also requested the use of traffic control barricades for the event.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

UPCOMING SHERMAN FESTIVALS

Council Member Wacker said she is looking forward to the next couple of weekends and some traditional festivals in Sherman. It will be fun to celebrate.

CLOSE STREETS FOR
ARTS FESTIVAL
(SEPT. 15, 2012)

CLOSE STREETS
FOR ST. MARY'S
FALL FEST
(SEPT. 30, 2012)

CITIZEN'S REQUESTS

MEDIA QUESTIONS

UPCOMING SHERMAN
FESTIVALS

NEWSPAPER ARTICLE "SHERMAN IS WONDERFUL HOMETOWN"

Mayor Magers referenced a newspaper column that appeared in the Sherman Herald Democrat on Sunday, September 2, 2012, written by William Johnson, retired pastor of Trinity Lutheran Church, about Sherman being his hometown.

He said letters like that are why you serve. Several Council Members had Mrs. Johnson as their first grade teacher at Wakefield Elementary School. He said Mr. and Mrs. Johnson are exceptional people and the article is very touching about "what makes Sherman special."

ADJOURNMENT

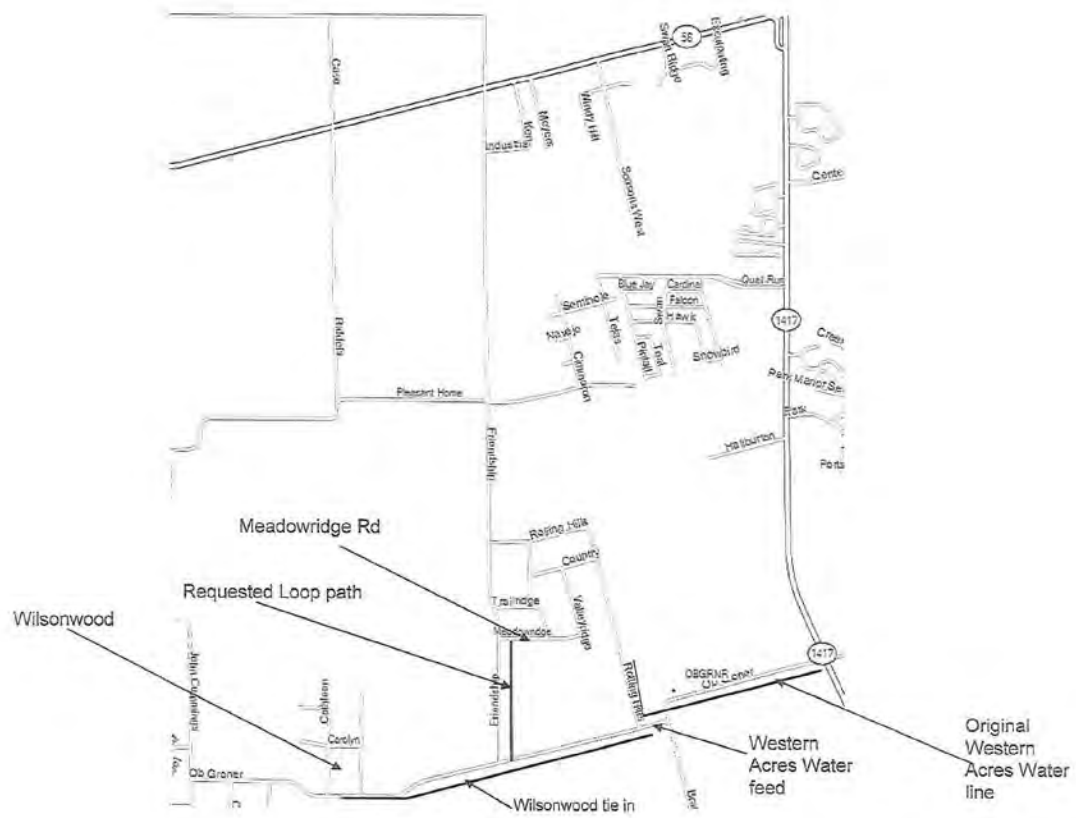
On Motion duly made and carried, the meeting adjourned at 5:33 p.m.

NEWSPAPER ARTICLE
"SHERMAN IS
WONDERFUL
HOMETOWN"

ADJOURNMENT

MAYOR

CITY CLERK





Update to the Sherman City Council on the status of the

Sherman Noon Lions Club's White Cane Day Drive

September 4, 2012

Distinguished members of the City Council, City Manager, and City Attorney:

This is an update regarding the status of our White Cane Day drive and an analysis of the impact of the city ordinance pertaining to the ban of donation drives on the street corners of the City of Sherman.

This report seeks to give the Council some knowledge of the impact of that ordinance on the ability of the Lions Club to secure funding for the needy schoolchildren of Grayson County through their efforts in this annual charity drive.

<u>Year</u>	<u>Net proceeds from WCD drive</u>	<u>~ # of eye exams/glasses</u>
▪ 2004	\$4,400.46	95
▪ 2005	\$4,120.33	90
▪ 2006	\$4,329.61	94
▪ 2007*	\$2,741.62	58
▪ 2008	\$2,677.56	57
▪ 2009	\$2,987.99	64
▪ 2010**	\$4,811.95	103
▪ 2011***	\$1,547.47	32

*City Ordinance takes effect/Wal-Mart does not allow us to solicit at their establishment any longer

**Large donation from RGB Eye Associates of several thousand dollars, several other large donations

***Kroger does not allow us to solicit at their establishment any longer/fewer dollars from mail solicitations than in the past.

(Eye exams cost the club \$15 each; Single vision glasses cost the club \$40 each)

As the data indicates, when the club was allowed to solicit donations at certain intersections of the city, year after year, those locations collected at least one third to one half of the total donations for those drives. In rare circumstances, mail-in solicitations would double the donations total, such as in 2010. Last year, our mail-in solicitations accounted for about half of the total shown, our lowest total in over 15 years. With fewer retail establishments allowing solicitations on their premises due to corporate governance, our efforts are limited more and more to mail-in solicitations and solicitation at Chase Bank.

The result is that fewer and fewer of Grayson County's needy schoolchildren will be given the eye care they desperately need to succeed in school. Last year we served one-third of the number of children we could prior to the ordinance going into effect; and about half of those since the ordinance went into effect. Last year was a lightning rod for what will occur if we do nothing to reverse this trend. The Lions Club can only do so much. The citizens at large, who have always shown a

readiness and a willingness to donate to this cause, cannot do so if we are not allowed the personal contact of soliciting at the two intersections where we usually manned.

The Lions Club has a blanket insurance policy to cover liabilities for anything untoward which might occur as the result of this street-drive.

The Lions Club respectfully asks the Sherman City Council to reconsider this City Ordinance, and to make exception for drives which are run by legitimate service organizations or city employee groups where the following stipulations are met:

- The organization applies for the drive according to the stipulations of an application derived by the city council, city manager, and city attorney, and ratified by them
- The organization assumes all liabilities resulting from such a drive, and must show proof of liability, according to the stipulations of the city, along with their application, thus holding the city harmless from any and all liability which may result from the event
- The funds generated by such drive are solely used for the purposes intended as outlined in the application, and proof of use of those funds are reported to the city council prior to re-application for future events
- The organization alerts the proper authorities (i.e., the Sherman City Police) of the dates, times, and locations of their event
- The event meets a need vital to the community as a whole and the funds will not be used to benefit members of the organization directly or to fund the day-to-day administrative needs of the organization
- The organization assumes all expense for any and all advertisement of the event

(The previous are merely suggestions to the Council.)

It is the hope of this organization that this particular ordinance will be revisited in the near future and that consideration for change will be given to allow legitimate organizations to solicit in a very orderly fashion, abiding by the rules of such an ordinance and application process as dictated by the City. In that way vital needs of the community, such as the examination of needy schoolchildren's eyes and providing them their crucial visual correction, can continue to be accomplished for our citizens, both at present and in future generations.

Thank you very much for your time and your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Gundersheimer". The signature is fluid and cursive, with a large initial "J" and a stylized "G".

Jerry Gundersheimer, OD

Chairman, Sherman Noon Lion's Club White Cane Day Drive



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. A.5

PROCLAMATION

“Texoma Night Out” – October 2, 2012

Issue

To present a proclamation designating October 2, 2012 as “Texoma Night Out” in Sherman

Background

Each year, the National Association of Town Watch sponsors “National Night Out,” a nationwide crime, drug, and violence prevention program that encourages citizens to work together to prevent crime in their neighborhoods. Because of the heat, many Texas cities hold their event in October.

Origination

The request for this proclamation originated with the Police Department.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming October 2, 2012 as “Texoma Night Out” in Sherman.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “Texoma Night Out” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

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

WHEREAS, because of the extreme heat concerns expressed by numerous "National Night Out" participants, the Sherman Police Department is holding the "Texoma Night Out" event on October 2, 2012, and

WHEREAS, while the traditional "lights on" and front porch lights remain a part of "National Night Out," the event represents the kind of spirit, energy, and determination that is helping to make many neighborhoods safer places, and

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

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 2, 2012

TEXOMA NIGHT OUT

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 17th day of September, 2012.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5754
Repealing Ordinance No. 5626 in its Entirety;
Establishing Assignment Pay Schedules for Firefighters and Police Officers

Issue

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

Background

The City Council authorized salary and assignment pay amounts for firefighters and police officers as part of the fiscal year (FY) 2012-2013 budget. This Ordinance will repeal Ordinance No. 5626 (adopted at the October 5, 2009 Council meeting) and establish the assignment pay schedules for Fire and Police, previously approved by the City Council, for fiscal year 2012-2013 and subsequent fiscal years. There are no proposed increases to these assignment pay categories; rather, this item makes an administrative change to this Ordinance.

Origination

City Council

Financial Consideration

Funds are appropriated in the 2012-2013 budget for these assignment pay amounts for Police and Fire Department personnel.

Staff Recommendation

Staff recommends approval of the proposed Ordinance.

Alternatives

The City Council could choose not to approve this Ordinance, leaving unchanged the fire and police assignment pay schedules adopted on October 5, 2009 through Ordinance No. 5626.

Attachments

Ordinance No. 5754

Ordinance No. 5626

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5754

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5626 IN ITS ENTIRETY; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Ordinance No. 5626, adopted at the October 5, 2009 City Council meeting, is hereby repealed in its entirety.

SECTION 2. That, effective upon the 1st day of October, 2012, the following Assignment Pay Schedule shall be adopted for the Sherman Fire Department:

- (a) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief to the Klown Kompany.
- (b) Assignment Pay in the amount of \$100.00 per month shall be paid to the employees assigned by the Fire Chief to the Technical Rescue Team.
- (c) Assignment Pay in the amount of \$100.00 per month shall be paid to the employee assigned by the Fire Chief as the SWAT Medic.

SECTION 3. That, effective upon the 1st day of October, 2012, the following Assignment Pay Schedule shall be adopted for the Sherman Police Department:

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

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

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Repealing ord. 5572; establishing
assignment pay schedules for FF
and police officers.

ORDINANCE NO. 5626

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

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

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

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

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

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

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

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

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

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

INTRODUCED on this the 5th day of October, 2009.

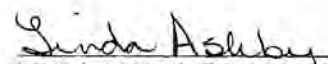
ADOPTED on this the 5th day of October, 2009.

EFFECTIVE DATE on this the 5th day of October, 2009.

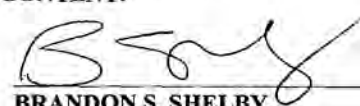
CITY OF SHERMAN, TEXAS

BY: 
BILL MAGERS, MAYOR

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5755

**Amending Chapter 9 of the Code of Ordinances, entitled “Personnel”,
Article 9.05, entitled “Civil Service for Firefighters and Police Officers”,
at Section 9.05.026, entitled “Authorized Number of Positions”, to Amend the
Number of Authorized Positions in the Fire and Police Departments**

Issue

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

Background

Fire Department:

In 2011, one of the Division Chief positions remained unfilled. The City Council authorized reducing the number of Division Chief positions and increasing the number of Battalion Chief positions, allowing time for personnel to gain experience and meet the qualifications for the rank of Division Chief. That goal has been met; and the Fire Department has determined, in order to increase efficiency, the number of allocated positions should revert to the original number. The position will be filled through the regular Civil Service promotional process.

To further increase efficiency, the number of Engineer positions is being decreased, through attrition. This will provide one Engineer at each station on each shift from the current staffing of two. As the number of Engineer positions is decreased, the number of allocated Firefighter positions will increase, resulting in no change to the overall number of allocated positions within the Fire Department.

Police Department:

At the Sherman Police Department, the rank of Captain is immediately subordinate to the Chief of Police. The current job title of Captain does not accurately reflect the responsibilities and duties of command officers immediately subordinate to the Chief. In the Chief’s absence, the Captains regularly assume the Chief’s duties and perform related functions in that capacity.

Origination

J. J. Jones, Fire Chief

Tom Watt, Police Chief

Wayne Blackwell, Civil Service Director

Financial Consideration

Within the Fire Department: Changing the rank from Battalion Chief to Division Chief will increase salary costs by \$4,800.00. When complete, reducing the number of Engineers to fifteen and increasing the number of allocated Firefighter positions will decrease salary costs by \$39,904.00 each year.

Within the Police Department: There is no financial consideration with this matter.

Staff Recommendation

Staff recommends approval.

Alternatives

The City Council could choose not to adopt this ordinance, leaving unchanged the fire and police staffing adopted in 2011.

Attachments

Ordinance No. 5755

Prepared by:

J. J. Jones, Fire Chief

Tom Watt, Police Chief

Approved by:

George Olson, City Manager

ORDINANCE NO. 5755

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO AMEND THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE AND POLICE DEPARTMENTS; 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 ORDERED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows:

Sec. 9.05.026 Authorized number of positions

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

(1) Fire Department

<u>Title</u>	<u>No. Positions</u>
Firefighter	27 39
Engineer	27 15
Captain	15
Battalion Chief	4 3
Division Chief	3 4
Fire Chief	1

- (a) *Active staffing in the "Engineer" position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.*
- (b) *Staffing in the "Firefighter" position shall be increased with each occurrence of the number of active "Engineer" positions being eliminated until the total number of "Engineer" positions meets the number of allocated positions set forth in Section (1) above.*

- (c) *Once the number of active "Engineer" positions is reduced to meet the number of allocated positions set forth in Section (1) above. The number of active "Firefighter" positions shall be increased to meet the number of allocated positions set forth in Section (1) above.*

(2) Police Department

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

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. 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 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5756
**Amending Ordinance No. 5751; Appointing Election Officials and Providing
a Schedule for Early Voting for an Election of the Qualified Voters of the City of Sherman,
Texas, on the 6th day of November, 2012, for the Purpose of Electing
a Mayor and Two (2) At-Large City Council Members**

Issue

To amend Ordinance No. 5751, which called the Regular Municipal Election for November 6, 2012

Background

At the time the City called the Election, the Grayson County Commissioners had not named the election judges and alternate judges for the polling locations and had not set the specific times for Early Voting. The City also needs to include these items in their ordinance.

Origination

The request originated with the City Clerk's Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the staff's recommendation that the City Council amend the ordinance to include the election judges and alternate judges, as well as the times for Early Voting.

Alternatives

The Council could choose not to amend their ordinance.

Attachments

Ordinance No. 5756 is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

ORDINANCE NO. 5756

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5751; APPOINTING ELECTION OFFICIALS AND PROVIDING A SCHEDULE FOR EARLY VOTING FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2012, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS; 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, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Tuesday after the first Monday in November, 2012, the same being the 6th day of said month, at which election all qualified voters may vote for the purpose of electing a Mayor and two (2) At-Large City Council Members for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 5683, passed and approved on the 6th day of August, 2012.

SECTION 3. That the County Clerk shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the positions of Mayor and At-Large Council Members. The designation of each position on the official ballot shall be Mayor; Council Member At-Large, Place 1; and Council Member At-Large, Place 2, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Mayor or Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he/she has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he/she is a candidate shall be elected to such position. That any candidate for Mayor receiving a majority of the qualified votes shall be elected to such position. In the event no candidate receives a majority vote for Mayor or a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of Mayor and At-Large Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty (30) days nor less than ten (10) days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the polling places for this election shall be as follows:

<u>PRECINCT NO.</u>	<u>LOCATION</u>	<u>JUDGES</u>
101	East Sherman Baptist Church 910 E. King Sherman, Texas	TBD <i>Martha Neyman</i> Presiding Judge TBD <i>Shari Duncan</i> Alternate Judge
102	United Way of Grayson County 713 E. Brockett Sherman, Texas	TBD <i>Erik Jackson</i> Presiding Judge TBD <i>Dickie Gerig</i> Alternate Judge
103	Victory Baptist Church 2949 E. Lamar Sherman, Texas	TBD <i>Diane Curran</i> Presiding Judge TBD <i>Mikie Richey</i> Alternate Judge

104	Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD Eva Smith Presiding Judge TBD Phyllis Woods Alternate Judge
106	Howe Community Center 700 W. Hanning Howe, Texas	TBD Judy Kight Presiding Judge TBD Sue Lassiter Alternate Judge
108	Dorchester Baptist Church 11831 FM 902 Dorchester, Texas	TBD Melody Grubb Presiding Judge TBD Jo Davis Alternate Judge
301	Texoma Council of Governments 1117 Gallagher Dr. Sherman, Texas	TBD Jack Nash Presiding Judge TBD Debra Bohuslav Alternate Judge
302	First United Methodist Church 401 N. Elm Sherman, Texas	TBD Ann Keeling Presiding Judge TBD Carolyn Spencer Alternate Judge
303	Friendship Methodist Church 293 N. Friendship Rd. Sherman, Texas	TBD Lola Keith Presiding Judge TBD Barbara Stanford Alternate Judge
304	West Sherman Baptist Church 1830 W. Washington Sherman, Texas	TBD Lee Salinas Presiding Judge TBD Ruth Ingram Alternate Judge

305	Sadler Community Building 105 N. Main Sadler, Texas	TBD Julia Cody Presiding Judge TBD Louella Blakley Alternate Judge
405	Salvation Army Building 5700 Texoma Parkway Sherman, Texas	TBD Ann Reed Presiding Judge TBD Nancy Knapp Alternate Judge
408	Grayson College 6101 Grayson Dr. Denison, Texas	TBD Janet LaFoy Presiding Judge TBD Dee Wastoskie Alternate Judge
409	North Park Baptist Church 2605 Rex Cruse Sherman, Texas	TBD Renee Wade Presiding Judge TBD Nana Rylander Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Courthouse, Commissioner's Courtroom, 100 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodward, Denison, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; and at the Pottsboro School Administration Building, 105 Cardinal Lane, Pottsboro, Texas; from October 22 through November 2, 2012, ~~at times to be determined by the Grayson County Commissioners.~~ as follows: October 22-27, 2012 from 7 a.m. until 7 p.m.; on October 28, 2012 from 12 p.m. until 5 p.m.; and on October 29 through November 2, 2012 from 7 a.m. until 7 p.m.

SECTION 13. That the Presiding Judge for Early Voting shall be Wilma Blackshear Bush, the Alternate Judge shall be Deana Patterson, and additional Voting Clerks shall be as appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, consisting of Presiding Judge Wilma Blackshear Bush and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code, for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Wilma Blackshear Bush, County Clerk, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Called Council Meeting of November 14, 2012.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5757
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Automotive Repair and Detail Center in a C-2 (General Commercial) District at 3520 Texoma Parkway, Suite A, being Lot 6A, Block 1, Redick Addition, Replat of Lot 6, Block 1 (John Shoulders, Owner; David Shoulders, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue

To consider the request of John Shoulders (Owner) and David Shoulders (Representative) concerning the property at 3520 Texoma Parkway, Suite A, being Lot 6A, Block 1, Redick Addition, Replat Lot 6, Block 1, to allow an automotive repair and detail center in a C-2 (General Commercial) District

Background

The property is located at 3520 Texoma Parkway, between Gallagher and Frisco Roads. The property was replatted into two commercial lots in 2005. An exception was granted to allow a metal siding exterior façade and site plan approval for an office/storage building on the same lot at the June 19, 2012 Planning and Zoning Commission Meeting. Presently, there are three existing metal buildings and one under construction on the lot. Slick and Sweet, an auto detail shop, is the tenant in this lease space; they would like to expand their business to include auto repair and detail.

Origination

John Shoulders (Owner) and David Shoulders (Representative)

Board Recommendation

At the August 21, 2012 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. The Board of Adjustments granted an exception to allow a metal siding exterior façade on the north side of the building. The front and south sides of the building will be required to meet the requirements of the ordinance requiring masonry. Masonry shall be brick, stone, EFIS (Exterior Insulation System) or concrete lap siding.

Attachments

Ordinance No. 5757; Location Map; Photograph; Site Plan; P&Z Communication Form; Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5757

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 AN AUTOMOTIVE REPAIR AND DETAIL CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3520 TEXOMA PARKWAY, SUITE A, BEING LOT 6A, BLOCK 1, REDICK ADDITION, REPLAT OF LOT 6, BLOCK 1 (JOHN SHOULDERS, OWNER; DAVID SHOULDERS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, John Shoulders (Owner) and David Shoulders (Representative) are granted a Specific Use Permit to allow an automotive repair and detail center in a C-2 (General Commercial) District at 3520 Texoma Parkway, Suite A, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 6A, Block 1, Redick Addition, Replat of Lot 6, Block 1

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.

2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. Parking is permitted on paved surfaces only; concrete or asphalt.
4. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
7. Site plan approval is valid for a period of one year; if progress has not been made within that time period, resubmission to the Planning & Zoning Commission is required.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



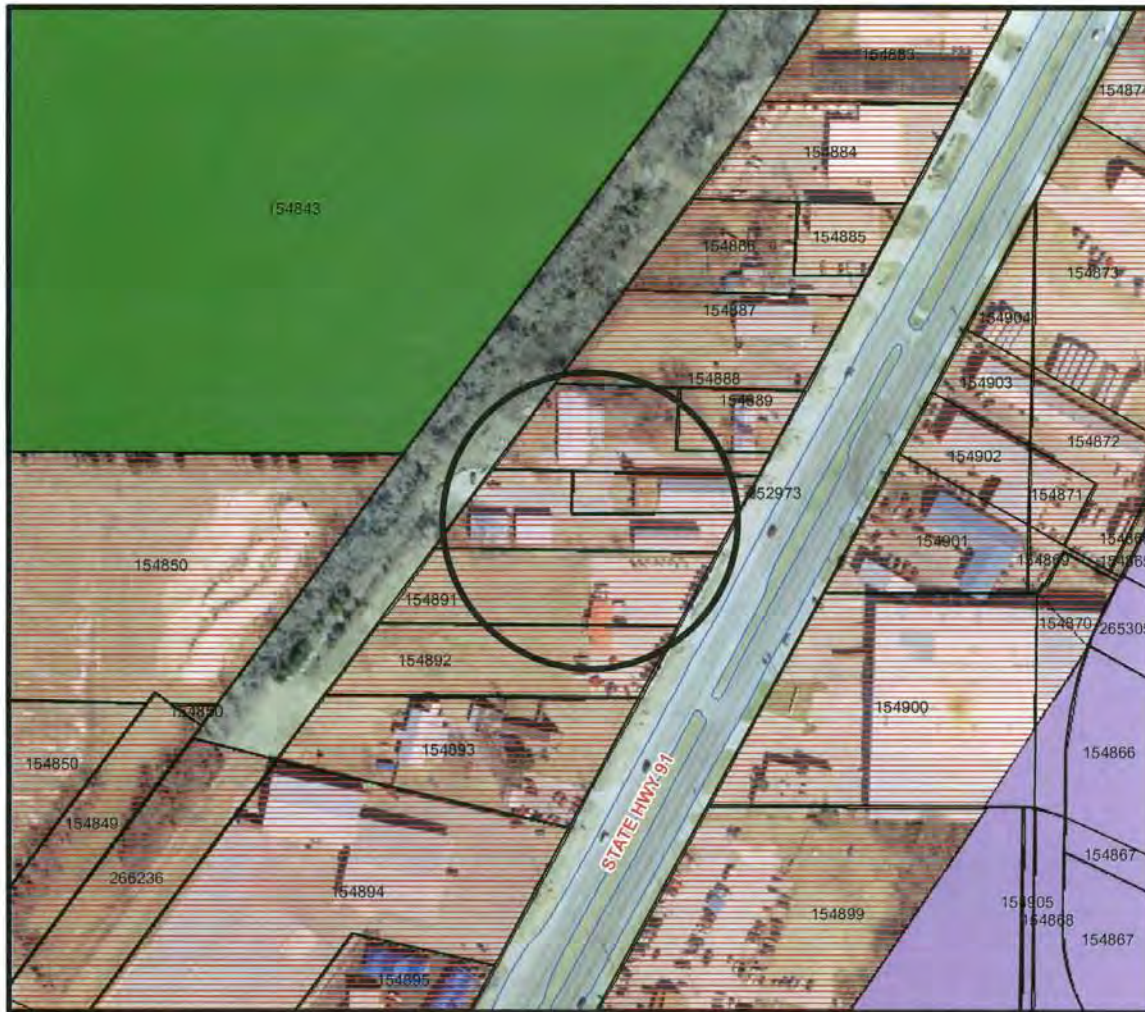
3520 Texoma Parkway, Ste. A

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 107 feet



Zoning - 3520 Texoma Parkway, Suite A

Legend

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

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 206 feet

3520 Texoma Pkwy. Ste A







REPLAT OF LOT SIX (6), BLOCK ONE (1), REDICK ADDITION to the CITY of SHERMAN, TEXAS

Owner & Developer
 Dale Kohler

FILED FOR RECORD
 4-11-12
 Recorded by Val
 17
 Page 36
 Records Division County



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
August 21, 2012
Don Hicks, Chairman

Vacant, Vice-Chairman
Darren Tankersley, Commissioner
Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Ronnie Dutton, Commissioner

Brad Morgan, Commissioner
Ron Barton, Commissioner
Joe Gilbert, Commissioner
Sam Thorpe, Commissioner

3520 Texoma Parkway, Ste. A
Being Lot 6A, Block 1, Redick Addition, Replat Lot 6, Block 1
Specific Use Permit, Site Plan & Exception

Requested Action/Proposed Use:

Board of Adjustments

Exception to allow a metal siding exterior façade on the sides of the building in lieu of required masonry for an automotive repair and detail center in a C-2 (General Commercial) District.

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow an automotive repair and detail center in a C-2 (General Commercial) District.

Background:

The property is located at 3520 Texoma Parkway between Gallagher and Frisco Roads. The property was replatted into two commercial lots in 2005. An exception was granted to allow a metal siding exterior facade and site plan approval for an office/storage building on the same lot at the June 19, 2012, Planning and Zoning Commission Meeting. Presently, there are three existing metal buildings and one under construction on the lot. Slick and Sweet, an auto detail shop is the tenant in this lease space; they would like to expand their business to include auto repair and detail. The owner would like to upgrade the exterior front with stone but leave the remaining three side's metal.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

John Shoulders (Owner) David Shoulders (Representative)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

8

Objections received:

0

Attachments:

Location map

Photographs

Site Plan

Staff Review Letter

Prepared by:

Patsy Reeves,

Developmental Services Secretary

Approved by:

Scott Shadden,

Director of Developmental Services

**STAFF REVIEW LETTER**

August 15, 2012

John Shoulders
#8 Timber Creek
Sherman, TX 75092

David Shoulders
#8 Timber Creek
Sherman, TX 75092

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow an automotive repair and detail center in a C-2 (General Commercial) District located at 3520 Texoma Parkway, Suite A has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, August 21, 2012 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

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

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

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

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

Respectfully,

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

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer

Nathan Huffman, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5758
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 1702 and 1706 East Houston Street (Kristi D. Cordell and Donald W. Makinson, Owners; Dominic Tornambe, Aventine Development Corporation, Representative/Prospective Buyer)

Issue

To consider the request of Kristi D. Cordell and Donald W. Makinson (Owners) and Dominic Tornambe, Aventine Development Corporation (Representative/Prospective Buyer) concerning the property at 1702 and 1706 East Houston Street, being Lots 13 and 14, Block 20, Chapman and Simmons Addition, Replat of Block 20 of Christian College Addition, for a zone change and site plan approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District

Background

The properties are located at 1702 and 1706 East Houston Street; the southeast corner of Houston and Harrison Streets. The prospective buyer would like to rezone the property and construct a 1,000 square foot building that will house a business machines retailer, including copiers, fax machines, printers and computers. The exterior will be brick veneer and EIFS (Exterior Insulation Finishing System). Three parking spaces will be provided.

Origination

Kristi D. Cordell and Donald W. Makinson (Owners) and Dominic Tornambe, Aventine Development Corporation (Representative/Prospective Buyer)

Board Recommendation

At the August 21, 2012 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5758; Location Map; Photograph; Site Plan; P&Z Communication Form; Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5758

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 1702 AND 1706 EAST HOUSTON STREET (KRISTI D. CORDELL AND DONALD W. MAKINSON, OWNERS; DOMINIC TORNAMBE, AVENTINE DEVELOPMENT CORPORATION, REPRESENTATIVE/PROSPECTIVE BUYER); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 1702 and 1706 East Houston Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 13 and 14, Block 20, Chapman and Simmons Addition,
Replat of Block 20 of Christian College Addition.

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

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

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



1702 & 1706 E. Houston

City of Sherman, Texas
Developmental Services Department



1 inch = 86 feet



Zoning - 1702 & 1706 E. Houston

Legend

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

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN, BROAD HORIZON.



1 inch = 206 feet

1702 & 1706 E. Houston



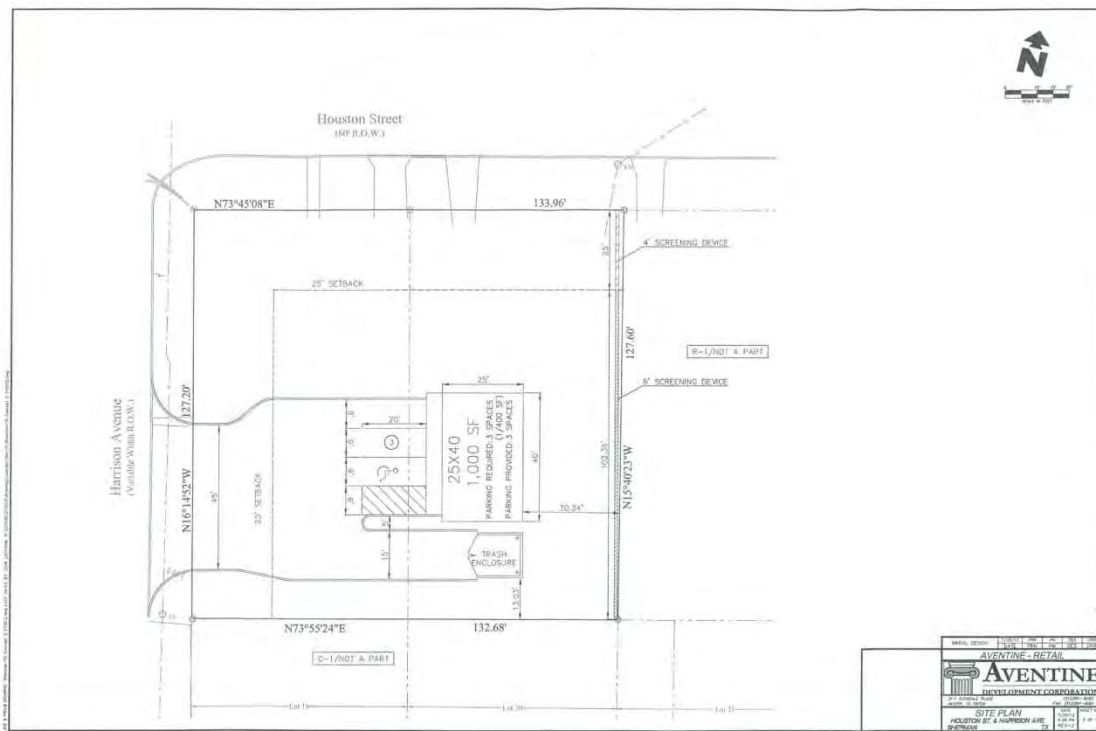
To: Developmental Services – City of Sherman
From: Dominic Tornambe – Aventine Development Corporation
Date: July 30, 2012
Subject: Zoning Change Application – Narrative

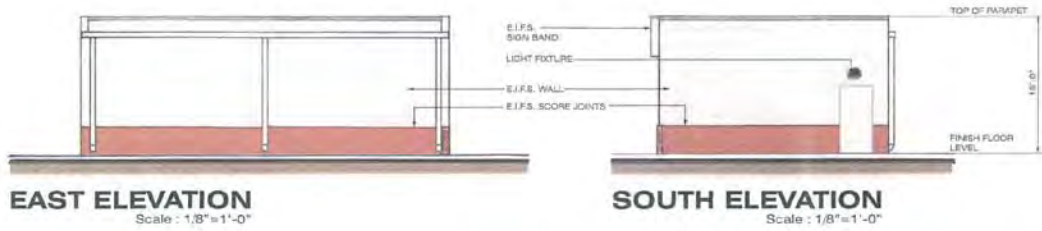
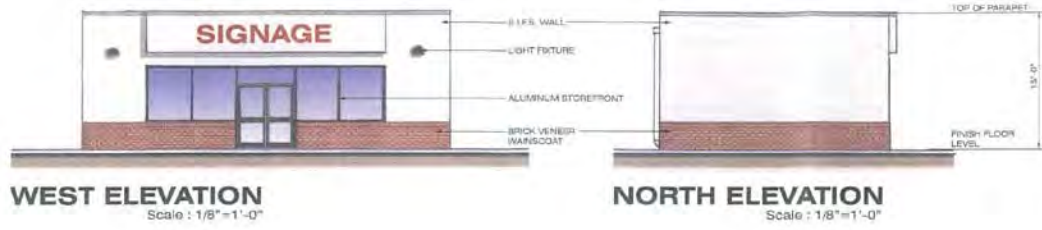
The subjects of this rezoning application are two lots on the southeast corner of E Houston Street and S Harrison Avenue. These lots, known as 1702 and 1706 E Houston Street, are currently zoned R-1 (one and two-family residential). Aventine Development Corporation, hereinafter referred to as "Aventine," proposes rezoning these two lots to C-1 (retail business).

Aventine believes the best use for these two lots is retail due to their close proximity to other retail businesses. A gas station/convenience store sits on the adjacent C-1 property to the south and a Family Dollar sits on the C-1 property across Harrison Avenue to the west.

Aventine proposes this zoning change with the intention of constructing a building that will house a business machines retailer. This retailer will sell items including copiers, fax machines, printers, and computers.

Dominic Tornambe
Acquisitions Manager
Aventine Development Corporation
4685 MacArthur Court Suite 375
Newport Beach, CA 92660
O: 949.660.1293
C: 858.354.8194
F: 949.660.1507





 **AVENTINE**
DEVELOPMENT CORPORATION
ELEVATIONS
HOUSTON ST. AND HARRISON AVE.
SHERMAN, TX

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
August 21, 2012
Don Hicks, Chairman

Vacant, Vice-Chairman
Darren Tankersley, Commissioner
Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Ronnie Dutton, Commissioner

Brad Morgan, Commissioner
Ron Barton, Commissioner
Joe Gilbert, Commissioner
Sam Thorpe, Commissioner

1702 & 1706 East Houston
Being Lots 13 & 14, Block 20, Chapman and Simmons Addition,
Replat of Block 20 of Christian College Addition
Zone Change & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Zone change from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Planning and Zoning Commission

Site plan approval for a business machines retail center.

Background:

The properties are located at 1702 and 1706 East Houston Street; the southeast corner of Houston and Harrison Streets. The prospective buyer would like to rezone the property and construct a 1,000 square foot building that will house a business machines retailer, including copiers, fax machines, printers and computers. The exterior will be brick veneer and EIFS (Exterior Insulation Finishing System). Three parking spaces will be provided.

Adjacent Zoning:

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

Origination:

Kristi D. Cordell and Donald W. Makinson (Owners) and Dominic Tornambe, Aventine Development Corporation (Representative/Prospective Buyer)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

20

Objections received:

0

Attachments:

Location map

Photographs

Site Plan

Staff Review Letter

Prepared by:

Patsy Reeves,

Developmental Services Secretary

Approved by:

Scott Shadden,

Director of Developmental Services

**STAFF REVIEW LETTER**

August 15, 2012

Kristi D. Cordell
1702 E. Houston
Sherman, TX 75090

Donald W. Makinson
1706 E. Houston
Sherman, TX 75090

Aventine Development Corporation
Dominic Tornambe
4685 MacArthur Ct., Ste. 375
Newport Beach, CA 92660

Dear Applicants,

Your request for a zone change from an R-1 (One Family Residential) District to a C-1 (Retail Business) District and site plan approval for a business machines retail center located at 1702 and 1706 East Houston Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, August 21, 2012 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.
3. Parking is permitted on paved surfaces only; concrete or asphalt.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Screening shall be provided adjacent to any residentially zoned property. A screening device shall not be less than six (6) feet nor more than eight (8) feet in height; constructed of wood, stone, brick, concrete block or other permanent material; having a completely solid area with no openings; and permanently maintained. The screening device shall not exceed four (4) feet in height within twenty-five (25) feet of a front street right-of-way.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. Drive approaches and sidewalks shall conform to City of Sherman width standards and a permit is required from City of Sherman Engineering Department.

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

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

1702 & 1706 E. Houston - Zone Change/Site Plan - P&Z - 8/21/12

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

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Shadden", with a long, sweeping horizontal line extending to the right.

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

CC: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer

Nathan Huffman, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.6

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5754, 5755, 5756, 5757 and 5758

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5754

Repealing Ordinance No. 5626 in its Entirety; Establishing Assignment Pay Schedules for Firefighters and Police Officers

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5755

Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Amend the Number of Authorized Positions in the Fire and Police Departments

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5756

Amending Ordinance No. 5751; Appointing Election Officials and Providing a Schedule for Early Voting for an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2012, for the Purpose of Electing a Mayor and Two (2) At-Large City Council Members

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5757

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Automotive Repair and Detail Center in a C-2 (General Commercial) District at 3520 Texoma Parkway, Suite A, being Lot 6A, Block 1, Redick Addition, Replat of Lot 6, Block 1 (John Shoulders, Owner; David Shoulders, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5758

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 1702 and 1706 East Houston Street (Kristi D. Cordell and Donald W. Makinson, Owners; Dominic Tornambe, Aventine Development Corporation, Representative/Prospective Buyer)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.7

ADOPTION OF ORDINANCE NO. 5752

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2012; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

Issue

To consider the adoption of the Ad Valorem Tax Rate proposed for the upcoming fiscal year, as mandated by revisions in the State of Texas Truth-In-Taxation Laws

Background

The effective tax rate is the rate that yields the same amount of revenue as the prior year on property that is taxed in both years. This year's effective tax rate is \$0.309846/\$100, with a rollback rate of \$0.351721/\$100 (adjusted for sales tax adjustment). At the Budget Workshop in June, the City Council directed that the actual total tax rate be set at \$0.320000 per \$100 valuation. The City will be using ad valorem taxes to pay debt service on Certificates of Obligation, so the tax rate is split between debt service, called Interest and Sinking (I&S), and a Maintenance & Operations (M&O) component. The I&S rate is \$0.039691/\$100 and the M&O rate will be \$0.280309/\$100.

The introduction and first public hearing of this ordinance was held at the August 20th Council meeting; and the second public hearing was held at the September 4th called Council meeting. Adoption of the ordinance is the final action to be taken on the tax rate.

Origination

Assistant City Manager/CFO

Financial Consideration

The proposed tax rate will generate approximately \$7.2 million in property tax revenues.

Staff Recommendation

Based on the Budget Workshop and discussion of the draft budget, the staff recommends adoption of the tax rates as indicated above.

Alternatives

No other alternatives are offered at this time since publication of rates and notices have already been made to the public; and changing the proposed rates would require re-publication of notices and setting additional public hearings.

Attachments

Ordinance No. 5752; "2012 Property Tax Rates in CITY OF SHERMAN"

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5752

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2012; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER; 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 there be, and there is hereby, levied and shall be collected a Maintenance and Operations (M&O) ad valorem tax of \$0.280309/\$100 Dollars (\$0.280309) and an Interest and Sinking (I&S) ad valorem tax of \$0.039691/\$100 Dollars (\$0.039691) on all taxable property situated within the corporate limits of the City of Sherman on the first day of January, A.D., 2012, and not exempt from taxation by the constitution and laws of the State of Texas, apportioned as follows, to-wit:

FOR GENERAL FUND EXPENDITURES, \$0.280309 on each One Hundred Dollars (\$100.00) assessed valuation of such property.

FOR DEBT SERVICE EXPENDITURES, \$0.039691 on each One Hundred Dollars (\$100.00) assessed valuation of such property.

SECTION 2. That a penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February, 2013. Penalty charges shall be in accordance with the following schedule:

If paid in February, 2013	6%
If paid in March, 2013	7%
If paid in April, 2013	8%
If paid in May, 2013	9%
If paid in June, 2013	10%
If paid on or after July 1, 2013	12%

All delinquent taxes shall accrue interest from the date of delinquency at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Pursuant to Section 33.07 of the Texas Property Tax Code, an additional penalty of 15% of the amount of taxes, penalty and interest that remain due after July 1, 2013, shall be assessed to defray the cost of collection.

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

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

2012 Property Tax Rates in CITY OF SHERMAN

This notice concerns 2012 property tax rates for CITY OF SHERMAN. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$5,879,161
Last year's debt taxes	\$615,468
Last year's total taxes	\$6,494,629
Last year's tax base	\$2,029,571,563
Last year's total tax rate	\$0.320000/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$5,962,749
= This year's adjusted tax base (after subtracting value of new property)	\$1,924,418,787
= This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.)	\$0.309846/\$100

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures)	\$9,211,437
+ This year's adjusted tax base	\$1,924,418,787
= This year's effective operating rate	\$0.478661/\$100
x 1.08=this year's maximum operating rate	\$0.516953/\$100
+ This year's debt rate	\$0.039691/\$100
= This year's total rollback rate	\$0.556644/\$100
- Sales tax adjustment rate	\$0.204923/\$100
= Rollback tax rate	\$0.351721/\$100

Statement of Increase/Decrease

If CITY OF SHERMAN adopts a 2012 tax rate equal to the effective tax rate of \$0.309846 per \$100 of value, taxes would decrease compared to 2011 taxes by \$-445,663.

Schedule A - Unencumbered Fund Balances

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
MAINTENANCE & OPERATIONS	\$6,713,420
INTEREST & SINKING	\$159,529

Schedule B - 2012 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2008 CERTIFICATES OF OBLIGATION	\$200,000	\$157,470	\$0	\$357,470
2009 CERTIFICATES OF OBLIGATION	\$168,333	\$143,227	\$0	\$311,560
2009A CERTIFICATES OF OBLIGATION	\$125,000	\$117,413	\$0	\$242,413
Total Required for 2012 Debt Service				\$911,443
- Amount (if any) paid from Schedule A				\$136,560
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2012				\$774,883
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2012				\$0
= Total debt levy				\$774,883

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$4,000,590 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 100 W. HOUSTON ST, SHERMAN TX 75090.

Name of person preparing this notice: JOHN W. RAMSEY, RTA

Title: TAX ASSESSOR COLLECTOR GRAYSON COUNTY

Date Prepared: 08/02/2012



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. B.8

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5699

Revoking and Replacing Resolution No. 5425; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers

C.5 * RESOLUTION NO. 5703

Authorizing Execution of an Agreement with Curt Simmons for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1109 North Brents Avenue

C.6 * RESOLUTION NO. 5704

Awarding Bids to and Authorizing Execution of Contracts with Diamond Service Center for an Annual Supply of Tires and Tubes

C.7 * RESOLUTION NO. 5705

Authorizing the Purchase of a 2013 Chevrolet Tahoe SSV 4X4 for the Sherman Fire Department from Caldwell Country Chevrolet through the Houston-Galveston Area Council of Governments (H-GAC)

C.8 * RESOLUTION NO. 5706

Authorizing the Purchase of a 2013 Pierce Impel Pumper EP/358 and Equipment for the Sherman Fire Department from Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC)

D.3 * OTHER BUSINESS

Replat Approval of Lots 1 and 8, Block C of the Amended Replat of Block C of Sherman Commons Addition, containing 2.26 acres; Sherman Commons, LP, Owners; McAlister's Deli, Tenant; Vilbig & Associates, PLLC, Engineers/Surveyors; and Sartin & Associates, Inc., Surveyors (3801 U.S. Highway 75 North and 3806 Loy Lake Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5699**

Revoking and Replacing Resolution No. 5425; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers

Issue

The City Council is required by state law to establish salary structures and incentive/certification pay schedules for members of the classified service.

Background

The City Council has authorized certification and incentive pay for certain positions within the Police and Fire Departments. This Resolution will establish pay for all of the titles being considered for adoption by Council in prior Agenda Item No. B.1 at this meeting.

Origination

Wayne Blackwell, Director of Civil Service/Human Resources Administrator
Robby Hefton, Assistant City Manager/CFO

Financial Consideration

Funds are appropriated in the 2012-2013 budget for these pay amounts for Police and Fire Department personnel. These pay amounts reflect what was approved as part of the 2012-2013 budget, including the 2.5% across-the-board wage increase for all employees.

Staff Recommendation

Staff recommends approval of the proposed Resolution.

Alternatives

The City Council could choose not to approve this Resolution, leaving unchanged the fire and police salary structures and incentive/certification pay schedules approved on October 5, 2009 through Resolution No. 5425.

Attachments

Resolution No. 5699
Resolution No. 5425

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5699

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5425; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 5425, passed and approved on the 5th day of October, 2009, is hereby revoked.

SECTION 2. That, from and after the effective date of the 1st day of October, 2012, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY SENIORITY PAY	TOTAL
FIREFIGHTER			
Entry	\$3,199.18	N/A	\$3,199.18
1 Year	\$3,199.18	\$ 355.47	\$3,554.65
2 Year	\$3,199.18	\$ 406.78	\$3,605.96
3 Year	\$3,199.18	\$ 458.89	\$3,658.07
4 Year	\$3,199.18	\$ 511.77	\$3,710.95
5 Year	\$3,199.18	\$ 565.44	\$3,764.62
ENGINEER			
Entry	\$3,865.69	N/A	\$3,865.69
1 Year	\$3,865.69	\$ 56.02	\$3,921.70
2 Year	\$3,865.69	\$ 112.83	\$3,978.52
CAPTAIN			
Entry	\$4,221.16	N/A	\$4,221.16
1 Year	\$4,221.16	\$ 61.34	\$4,282.49
BATTALION CHIEF			
Entry	\$4,532.19	\$ 341.67	\$4,873.86
1 Year	\$4,532.19	\$ 429.66	\$4,961.85
DIVISION CHIEF	\$5,030.19	\$ 782.34	\$5,812.53

CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY SENIORITY PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$3,245.06	N/A	\$3,245.06
Entry – Certified	\$3,421.40	N/A	\$3,421.40
1 Year	\$3,421.40	\$ 171.11	\$3,592.51
2 Year	\$3,421.40	\$ 422.56	\$3,843.96
3 Year	\$3,421.40	\$ 883.80	\$4,305.19
4 Year	\$3,421.40	\$ 948.35	\$4,369.75
5 Year	\$3,421.40	\$1,013.96	\$4,435.36
CORPORAL			
Entry	\$4,532.24	N/A	\$4,532.24
1 Year	\$4,532.24	\$ 90.61	\$4,622.85
2 Year	\$4,532.24	\$ 183.14	\$4,715.38
SERGEANT			
Entry	\$4,887.71	\$ 205.00	\$5,092.71
1 Year	\$4,887.71	\$ 302.75	\$5,190.47
2 Year	\$4,887.71	\$ 402.43	\$5,290.14
LIEUTENANT			
Entry	\$5,243.18	\$ 153.75	\$5,396.93
1 Year	\$5,243.18	\$ 258.65	\$5,501.83
ASSISTANT CHIEF			
Entry	\$5,509.79	\$ 512.50	\$6,022.29
1 Year	\$5,509.79	\$ 622.72	\$6,132.50

SECTION 3. That, from and after the effective date of the 1st day of October, 2012, 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 \$375.00 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, 2012, 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 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 _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Revoking and replacing res. 5259
establishing salary structures
and incentive/assignment pay
schedules for FF and police

RESOLUTION NO. 5425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5259; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 5259, passed and approved on the 15th day of September, 2008, is hereby revoked.

SECTION 2. That, from and after the effective date of the 16th day of October, 2009, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY SENIORITY PAY	TOTAL
FIREFIGHTER			
Entry	\$2,991.15	N/A	\$2,991.15
1 Year	\$2,991.15	\$346.80	\$3,337.95
2 Year	\$2,991.15	\$396.86	\$3,388.01
3 Year	\$2,991.15	\$447.70	\$3,438.85
4 Year	\$2,991.15	\$499.29	\$3,490.44
5 Year	\$2,991.15	\$551.65	\$3,542.80
ENGINEER			
Entry	\$3,641.40	N/A	\$3,641.40
1 Year	\$3,641.40	\$ 54.65	\$3,696.05
2 Year	\$3,641.40	\$110.08	\$3,751.48
CAPTAIN			
Entry	\$3,988.20	N/A	\$3,988.20
1 Year	\$3,988.20	\$ 59.84	\$4,048.04
BATTALION CHIEF			
Entry	\$4,291.65	N/A	\$4,291.65
1 Year	\$4,291.65	\$ 85.85	\$4,377.50

DIVISION CHIEF			
Entry	\$4,777.50		\$4,777.50
1 Year	\$4,777.50	\$-0-	\$4,777.50
PATROLMAN			
Entry – Non-Certified	\$3,165.91	N/A	\$3,165.91
Entry – Certified	\$3,337.95	N/A	\$3,337.95
1 Year	\$3,337.95	\$166.94	\$3,504.89
2 Year	\$3,337.95	\$412.25	\$3,750.20
3 Year	\$3,337.95	\$862.24	\$4,200.19
4 Year	\$3,337.95	\$925.22	\$4,263.17
5 Year	\$3,337.95	\$989.23	\$4,327.18
CORPORAL			
Entry	\$4,421.70	N/A	\$4,421.70
1 Year	\$4,421.70	\$ 88.40	\$4,510.10
2 Year	\$4,421.70	\$178.67	\$4,600.37
SERGEANT			
Entry	\$4,768.50	N/A	\$4,768.50
1 Year	\$4,768.50	\$ 95.37	\$4,863.87
2 Year	\$4,768.50	\$192.61	\$4,961.11
LIEUTENANT			
Entry	\$5,115.30	N/A	\$5,115.30
1 Year	\$5,115.30	\$102.34	\$5,217.64
CAPTAIN			
Entry	\$5,375.40	N/A	\$5,375.40
1 Year	\$5,375.40	\$107.53	\$5,482.93

SECTION 3. That, from and after the effective date of the 16th day of October, 2009, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as an Emergency Medical Technician (E.M.T.) shall receive \$130.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meet the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive an additional \$375.00 per month Incentive/Certification Pay.

- (c) The total amount of Incentive/Certification Pay acquired by an employee for certification as an Emergency Medical Technician (E.M.T.) and Paramedic shall be \$505.00 per month.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (e) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive an additional \$114.40 per month Incentive/Certification Pay.
- (f) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$318.40 per month.
- (h) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (i) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (j) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (k) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (l) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 4. That, from and after the effective date of the 16th day of October, 2009, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.

- (b) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (d) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three certifications shall be \$275.00 per month.
- (e) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Incentive/Certification Pay.
- (f) Each employee who holds a Bachelors Degree from an accredited college or university shall receive an additional \$100.00 per month Incentive/Certification Pay.
- (g) Each employee who holds a Masters Degree from an accredited college or university shall receive an additional \$75.00 per month Incentive/Certification Pay.
- (h) The total amount of Incentive/Certification Pay that may be acquired by an employee for attainment of the above three degrees shall be \$250.00 per month.
- (i) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief shall receive \$100.00 per month Incentive/Certification Pay.
- (j) It is understood and agreed that all Certifications shall be kept current to receive Incentive/Certification Pay.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 5th day of October, 2009.

CITY OF SHERMAN, TEXAS

BY: 
BILL MAGERS, 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

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.2

RESOLUTION NO. 5700

**Authorizing Execution of an Agreement for Fire Protection Services
between Grayson County and the City of Sherman for the Period of
October 1, 2012 through September 30, 2013**

Issue

To consider approval of an agreement between the City of Sherman and Grayson County regarding fire fighting services in Grayson County

Background

The Sherman Fire Department provides fire protection for certain areas of Grayson County. On August 1, 2012, Grayson County requested to terminate and renegotiate the fire protection contract. The County has now requested approval of a one-year contract beginning October 1, 2012 and ending September 30, 2013.

Origination

Grayson County and the City of Sherman

Financial Consideration

The City will receive \$8,639.58 each month for the period beginning October 1, 2012 and ending September 30, 2013. The total amount due the City will be \$103,674.96 for the fiscal year 2013.

Staff Recommendation

It is recommended that the Council approve the agreement to provide firefighting services to the County.

Alternatives

As directed by the Council

Attachments

Letter from Grayson County Judge Drue Bynum dated August 1, 2012
Letter from Grayson County EMC Sarah Somers dated August 27, 2012
Resolution No. 5700
Proposed Fire Fighting Contract
Exhibit "A" – City's Designated Service Area Map

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager



Drue Bynum
Grayson County Judge



August 1, 2012

By Certified Mail
Return Receipt Requested
*No. *7010 1060 001 2370 0233*

Sherman FDID HN608
PO BOX 1106
Sherman, TX 75091

RE: Notice Regarding Fire Protection Services Contract

Dear Service Provider:

Pursuant to our contract of October, 2010, for fire protection services in the unincorporated areas of Grayson County, Texas, notice is hereby given of termination and request to renegotiate our contract.

Grayson County desires to present a new contract for services subsequent to FY13 budget hearings which will be held next week.

Respectfully,

Drue Bynum

DB:mp

cc: first class mail

100 W. Houston, Ste. 15 • Sherman, TX 75090
Office: 903-813-4228 • Fax: 903-892-4085
Email: bynumd@co.grayson.tx.us



Office of Emergency Management

Drue Bynum
County Judge

Sarah Somers
Emergency Management Coordinator

August 27, 2012

City of Sherman
P.O. Box 1106
Sherman, TX 75091

RE: FY13 Agreement for Fire Protection Services

Mayor:

Please find enclosed two duplicate original Agreements for Fire Protection Services between Grayson County, Texas, and the City of Sherman.

We look forward to continuing a strong relationship with your City and fire department.

After execution, please return both originals in the enclosed, pre-addressed envelope. We will return one executed original upon final approval of the Agreement here by Commissioners Court.

If you have any questions, please do not hesitate to call.

Respectfully,

Sarah E. Somers

Enclosures

RESOLUTION NO. 5700

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement for Fire Protection Services between Grayson County and the City of Sherman for the period of October 1, 2012 through September 30, 2013, pursuant to the terms and provisions of the contract document attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

FISCAL YEAR 2012-2013

**AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS
AND THE CITY OF SHERMAN, TEXAS**

WHEREAS, this Agreement is made between Grayson County, Texas ["COUNTY"] and the City of SHERMAN, Texas ["CITY"] under and pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code and under Section 352 of the Texas Local Government Code;

WHEREAS, COUNTY and CITY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the COUNTY currently has a need for fire protection for Grayson County residents who live in portions of the COUNTY outside the municipalities;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Grayson County Commissioners Court for payment of the consideration named herein for the COUNTY fiscal year named; and

NOW, THEREFORE, in consideration of the recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as part of this Agreement, and as a condition of the payment by COUNTY of any and all sums called for under this Agreement, agrees that:

- (A) The CITY's fire department will provide fire protection services for all persons and property within the unincorporated area of said COUNTY that lies within the CITY's designated primary service area as set out in the map attached to this Agreement as Exhibit "A" and incorporated

herein by reference. Additionally, the CITY's Fire Department agrees that it shall respond to all mutual aid calls from any other fire department in Grayson County for fire protection services at any location within the unincorporated area of the COUNTY upon request of other fire department, the Grayson County Fire Marshal or during time of disaster, declared or otherwise, upon request of the Grayson County Judge or Emergency Management Coordinator. Said request may be made on behalf of any of these authorized agents through the Grayson County Sheriff's Office Communications Center.

- (B) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement.
- (C) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in performance of this Agreement, when performing said services, to conduct themselves in a professional manner and to comply with all applicable laws, regulations and standards. All paid fire fighters must comply with all requirements of the Texas Commission on Fire Protection. All fire fighters, whether paid or volunteer, must be properly trained and equipped to perform fire protection duties as determined by applicable laws, regulations and standards, including local departmental regulations and standards. The CITY's Fire Department agrees to maintain all equipment necessary for the performance of this Agreement in good repair. Radio communications will be conducted in accordance with any rules, procedures or directives of the Grayson County Sheriff and/or Grayson County Fire Marshal and/or the Grayson County Emergency Management Coordinator.
- (D) The CITY's Fire Department shall cooperate and coordinate with the Grayson County Fire Marshal pursuant to the provisions of the Local Government Code, Chapter 352.
- (E) The CITY's Fire Department shall provide notice to the Grayson County Fire Marshal or Grayson County EOC at 903-818-7694 prior to or concurrent with deployment of resources outside of Grayson County for response other than standard mutual aid to the counties contiguous to Grayson County.
- (F) Upon request from the Grayson County Judge, his designee or the Grayson County Emergency Management Coordinator, the CITY's Fire Department shall:
 - a. Cooperate in a coordinated response, or prioritization of assets, during a locally declared disaster;

- b. Respond to reasonable data requests relevant to services provided under this Agreement;
 - c. Participate in at least one exercise, per fiscal year, as conducted by the Grayson County Office of Emergency Management;
 - d. Participate in local planning, briefings or trainings as determined by the Grayson County Fire Marshal or Grayson County Emergency Management Coordinator; and
 - e. Upon notice, participate in After Action Reviews of emergency incidents involving a response of the CITY's Fire Department in the unincorporated area pursuant to this contract. Participation shall be defined to include participation by personnel actually involved in the incident; and
 - f. Provide current contact information for the Chief and Assistant Chief of the CITY's Fire Department, to include active email addresses and telephone contact information, for use by the Grayson County EOC, Sheriff's Office Communication Center and Fire Marshal.
- (G) The CITY's Fire Department warrants that in carrying out the terms of this Agreement, no person under the age of eighteen years will be utilized in the performance of the services to be provided under this Agreement.
- (H) The CITY's Fire Department shall comply with any rules, procedures or directives of the Grayson County Fire Marshal for determining which fires warrant investigation and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the Grayson County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.
- (I) The books and records maintained in operation of the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representative during normal business hours, upon reasonable notice.
- (J) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's Office within two weeks of the end of the month that an incident occurred. The Grayson County Fire Marshal is authorized to review all fire incident reports filed by the CITY Fire Department with the State Fire Marshal's Office.
- (K) The CITY's Fire Department shall file an incident report with the Texas Interagency Coordination Center for each wildland fire incident within two weeks of the end of the month that the wildland fire occurred.

- (L) The CITY's Fire Department shall adopt, and take all necessary steps to implement, the National Incident Management System (NIMS) at the local level. NIMS compliance for the term of this contact must be achieved by completing required actions as outlined by FEMA, the Texas Forest Service and the Texas Division of Emergency Management. NIMS compliance shall be demonstrated by:
- a. Completion and certification of NIMS compliance via the online FEMA NIMSCAST tool by September 30, 2012; and
 - b. Verification of NIMS compliance by providing information and records upon thirty days request of the Grayson County Judge, Fire Marshal or Emergency Management Coordinator.

(M) The CITY's Fire Department acknowledges and understands that it is anticipated that the COUNTY may require in future Agreements that any fire department which is not also a licensed emergency medical service provider maintain a "current" status throughout the term of future Agreements as a First Responder Organization (FRO) as defined by the Texas Administrative Code 157.14. *This is not a requirement of this Agreement at the time of its execution and this Paragraph is provided for planning and notice only.*

CONSIDERATION

For the services provided above, the COUNTY shall provide to the CITY:

- (1) The sum of \$8,639.58 per month during the term of this Agreement, due and payable by the 10th day of each month. All sums to be paid under this Agreement by the COUNTY shall be made from current revenues available to the COUNTY.
- (2) Recovery of any additional sums or consideration *from county residents* by the CITY for response to grass or wildfire is strictly prohibited by this Agreement. Inasmuch as the CITY acts as the County's agent for response, the CITY agrees to provide the fire protection services for grass or wildfire for the consideration in Paragraph 1 above. This provision is included to prohibit the recovery of additional compensation directly from county residents by CITY only and shall not preclude the COUNTY and CITY from seeking state or federal assistance in the event of disaster or extraordinary response due to extreme wildfire threat.
- (3) In addition to all available remedies pursuant to the default and termination provisions of this Agreement, the Parties agree that the COUNTY may withhold payment of any sums due and payable as set out in Paragraph 1 above upon written notice of failure of the CITY to perform the

services contemplated in this Agreement until such deficiency is cured.

NOTICE OF EFFECT OF NONAPPROPRIATION

If, for any fiscal year, the Grayson County Commissioners Court does not authorize funds in amounts sufficient to pay or perform its obligations under this Agreement, the County shall endeavor to provide thirty (30) days notice. If funds are not authorized, this Agreement shall be null and void for the COUNTY fiscal year for which funds are not appropriated and any future fiscal years.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY; AGENCY

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provision of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

Pursuant to Section 352.004 of the Texas Local Government Code, the act of a person or an employee of a municipality providing fire protection services pursuant to this Agreement in the unincorporated areas of the COUNTY, is considered to be the act of an agent of the COUNTY. A municipality is not liable for the reasonable acts of its employee in fighting fires outside the municipality under this Agreement.

The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this Agreement and that when the CITY is engaged in the scope of its duty to provide fire protection services in any part of the area of the COUNTY that lies outside the limits of any municipality, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY is not an agent of the COUNTY for any other purpose.

DEFAULT

In the event either party shall fail to keep, observe or perform any provision of this Agreement, the breaching party shall be deemed in default. If such default shall continue for a period of thirty days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the Termination provisions of this Agreement.

EFFECTIVE DATE, TERM AND RENEWAL

The effective date of this Agreement shall be October 1, 2012, or the date that both parties have signed the Agreement within the 2012-2013 fiscal year, whichever is the later, and this Agreement shall expire at midnight on September 30, 2013.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than current revenues. Any Agreement that would provide for automatic renewal of this Agreement would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this Agreement. Instead, it is understood by both Parties that a new contract must be executed for each fiscal year. The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of fire protection services between the COUNTY and the CITY must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

AUTHORITY TO CONTRACT

Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

GOVERNING LAW/VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

AMENDMENT

If the Parties desire to modify this Agreement during its term, any modifications may be either incorporated herein by written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by written termination agreement.

For Nonappropriation of Funds: As mentioned above, if the County does not authorize funds necessary for performance of the obligations under this Agreement, the County may terminate this Agreement.

By Either Party: This Agreement may be terminated at any time for convenience or fault upon sixty (60) days written notice to the other party.

NOTICES

By City to County:

Any notice permitted or required to be given to the COUNTY hereunder must be in writing and mailed by United States Postal Service, first class mail AND Certified Mail, Return Receipt Requested, postage prepaid and addressed to:

*Grayson County Judge
100 W. Houston, Suite 15
Sherman, Texas 75090*

By County to City:

Any notice permitted or required to be given to the CITY hereunder must be in writing and mailed by United States Postal Service, first class mail AND Certified Mail, Return Receipt Requested, postage prepaid and addressed to:

City of SHERMAN

EXECUTED this ____ day of _____, 2012

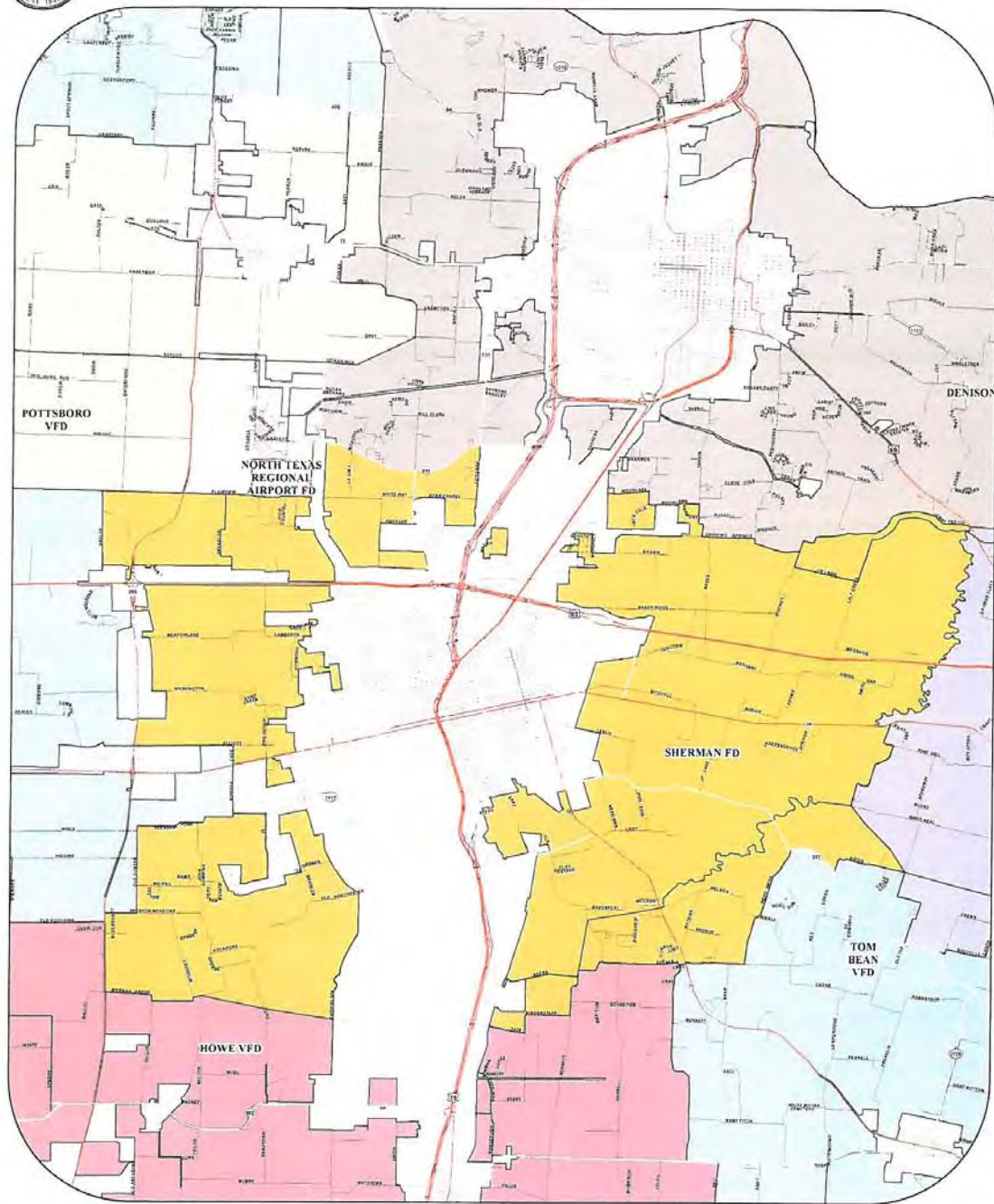
Grayson County Judge
Printed Name: Drue Bynum

EXECUTED this ____ day of _____, 2012.

Mayor, City of SHERMAN
Printed Name: _____



SHERMAN FD



0 0.5 1 2 Miles

EXHIBIT "A"

APPROVED
[Signature]
[Title]



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.3

RESOLUTION NO. 5701

**Authorizing Execution of an Agreement for Ambulance Services
with Grayson County for the Period of October 1, 2012 through September 30, 2013**

Issue

To consider approval of an agreement between the City of Sherman and Grayson County regarding the provision of Emergency Medical Services for the period beginning October 1, 2012 through September 30, 2013

Background

The Sherman Fire Department provides Emergency Medical Services within certain areas of Grayson County, per an annual contract.

Origination

Grayson County and the City of Sherman

Financial Consideration

The City will receive \$107,971.00 for fiscal year (FY) 2013. The County will pay the City the annual amount in equal quarterly payments of \$26,992.75, after receipt of the required quarterly data report.

Staff Recommendation

It is recommended that the Council approve the Agreement for Ambulance Services for the period October 1, 2012 through September 30, 2013.

Alternatives

As directed by Council

Attachments

Resolution No. 5701

Proposed Agreement for Ambulance Services

Exhibit "A" – City's Primary Area of Response

Exhibit "B" – Quarterly Grayson County Ambulance Data Requirements

Exhibit "C" – Sample Report

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5701

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, 2012 THROUGH SEPTEMBER 30, 2013; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an Agreement for Ambulance Services with Grayson County for the period of October 1, 2012 through September 30, 2013, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §

FISCAL YEAR 2013

COUNTY OF GRAYSON §

AGREEMENT FOR AMBULANCE SERVICES

This Agreement for Ambulance Services (the "Agreement") by and between Grayson County, Texas, (the "County"), and the City of Sherman, a duly licensed Texas Emergency Medical Services and ambulance provider (the "Contractor").

Whereas, County has a tradition of Contractor and other providers being important participants in the Emergency Medical Services ("EMS") system in Grayson County;

Whereas, the County currently has a need for emergency medical services in the unincorporated areas of Grayson County;

Whereas, Contractor desires to provide emergency medical services in the unincorporated area of the County; and

Whereas, Contractor desires certain funding from the County to enable it to provide such emergency medical services;

Whereas, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Grayson County Commissioners Court for payment of the consideration named herein for the County fiscal year named; and

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

I. Description of Contractor Services and Services Area

During the term of this Agreement, Contractor agrees to furnish ambulance and emergency medical services in the City of Sherman ambulance district as the service area shown in the attached Exhibit A. It understood and agreed that the Contractor *may* provide ambulance and emergency medical services 7 days a week, 24 hours a day to persons requiring service within the municipal boundaries of any city within the District, and shall for persons requiring services in the unincorporated County portions of the District service area. However, this Agreement and the consideration therefore, are solely for response in the unincorporated areas of Grayson County unless services are requested for mutual aid or for response during disaster.

The Contractor shall manage all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operational functions. The Contractor will negotiate all mutual aid agreements, maintain all facilities and equipment, hire/fire and provide or arrange for in-service training of all field personnel, manage all billing and collection functions, provide reports to the County, cooperate with and respond to the County on matters related to patient care, and generally manage all aspects of the ambulance system operations. The services to be provided will comply with all applicable county, state, and federal laws, regulations and ordinances in effect on the date that such Emergency Medical Services are performed by Contractor.

II. Employee Certifications

All persons employed or used by the Contractor in the performance of work under this Agreement shall hold all required and appropriate professional certifications, permits and/or licenses as required by all state and federal laws and regulations and shall conduct themselves in a professional manner.

III. Contractor Responsibilities

Contractor shall:

Maintain and meet current vehicle specifications as specified by the *Federal Specification Ambulance Emergency Medical Care Vehicle* as published by the *General Service Administration, Department of Transportation Federal Specification KKK 1822*, requirements as set forth by the *Texas Department of Health*;

Equip each ambulance and vehicle utilized to provide emergency medical services pursuant to this Agreement with all items for operations as required for the licensed level of service by the *Texas Department of Health*;

Provide motor vehicles used for providing ambulance service designed to transport ill, sick, or injured persons in comfort and safety;

Vehicles shall be maintained in a clean, sanitary and first class mechanical condition at all times, in compliance with all applicable state and federal standards for ambulances;

Respond to reasonable data requests relevant to services provided under this Agreement;

Participate in at least one exercise per fiscal year as conducted by the Grayson County Office of Emergency Management;

Participate in reasonable and necessary local planning, briefing or trainings as determined by the Grayson County Emergency Management Coordinator;

Upon notice, participate in After Action Reviews of emergency incidents involving a response of the Contractor. Participation shall be defined to include participation by personnel actually involved in the incident under review;

Provide, and maintain current, contact information for the Contractor to include active email addresses and telephone contact information for use by the Grayson County EOC and Sheriff's Office Communication Center; and

Adopt the National Incident Management System ("NIMS") and take all necessary steps to implement NIMS including required NIMS training for all personnel contemplated to provide response services pursuant to this contract.

IV. Disaster Assistance

During a time of disaster, declared or otherwise, local or in a neighboring jurisdiction, Contractor shall follow the County Emergency Management Plans and commit such resources as are necessary and appropriate given the nature of the disaster and upon request of the Grayson County Judge or Emergency Management Coordinator.

V. Outside Work

Contractor shall not be prohibited from doing other work provided the services do not interfere with Contractor's primary responsibility pursuant to this Agreement to provide EMS response and transport within the Contractor's primary area of response as set out in the map attached hereto as Exhibit A.

VI. Medical Director

Contractor shall be responsible for State requirements for provider organizations regarding Medical Directors and their role in purchasing controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

VII. Consideration

For consideration of the provision of ambulance and emergency medical services delineated in this agreement, the County agrees to pay, for the duration of this Agreement \$107,971.00, payable in quarterly installments upon receipt of the *required quarterly data report on the following dates*:

January 15, 2013	\$26,992.75
April 15, 2013	\$26,992.75
July 15, 2013	\$26,992.75
October 15, 2013	\$26,992.75
<i>Total for Fiscal Year:</i>	<i>\$107,971.00</i>

VIII. Charges for Services

Any billing and collection procedures used will be developed by the Contractor. The County does not require nor shall it be responsible for any billing or collection for services provided under this Agreement.

The service rate for all 911 and non-emergency transports shall be set by the Contractor without consideration and approval from the County. Rates for services will be provided to the County by the Contractor and any change will require notification within thirty days of the change.

IX. County Ambulance Data Requirements

Contractor shall provide to the County quarterly operating reports. Said reports shall include the data set out in Exhibit B attached to this Agreement in the format shown in the sample report attached as Exhibit C. The reports shall be provided to the County by email to eoc1@co.grayson.tx.us or by fax to 903-893-5207 pursuant to the following schedule:

First Quarter (October 1 through December 31, 2012) – Report due on or before January 15, 2013

Second Quarter (January 1 through March 31, 2013) – Report due on or before April 15, 2013

Third Quarter (April 1 through June 30, 2013) – Report due on or before July 15, 2013

Fourth Quarter (July 1, 2013 through September 30, 2013) – Report due on or before October 15, 2013

X. Insurance

Throughout the term of this agreement, and any extensions thereof, Contractor shall procure, pay for, and maintain insurance coverage for the provision of ambulance service. Copies of this insurance shall be evidenced by delivery to the County of certificates of insurance, including general and professional medical and automobile liability. Said proof of coverage shall be delivered by email at epc1@co.grayson.tx.us or by fax to 903-893-5207 on or before October 30, 2012.

XI. Cooperation with Other EMS Providers

Contractor agrees to exchange appropriate and pertinent information with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response.

XII. Term of Agreement and Renewal Provisions

Unless terminated earlier pursuant to the terms hereof, this Agreement shall commence at **12:01 A.M. on October 1, 2012** and terminate at **midnight, September 30, 2013**.

It is understood and agreed that this Agreement may be extended for additional one-year terms by agreement of the parties.

XIII. Amendment and Modification

Any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this agreement. Any alterations, additions, or deletions to the terms of this agreement that are required by changes in Federal, State, or local law, or regulations, will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

XIV. Miscellaneous Provisions

The following miscellaneous provisions apply to this Agreement:

Compliance with Applicable Laws, Rules and Regulations — All services furnished by Contractor shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations;

Non-Transferable Agreement — Neither party may assign this agreement or any rights, interest, or obligations under this agreement without the prior written approval of the other party.

Permits — Contractor shall be the holder of the state Ambulance license and of all state and local vehicle permits, and shall make all necessary payments for those licenses and permits;

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

XV. Notice and Addresses of Parties

Any notice required under this Agreement shall be delivered by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

To the County: Grayson County Judge
100 W. Houston, Suite 15
Sherman, Tx 75090

To Contractor: City of _____
Honorable Mayor
_____, TX _____

XVI. Independent Contractor

It is expressly understood and agreed that Contractor is an independent contractor in its relationship with the County. The County is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the County to their employees are available to Contractor employees, agents, or representatives. Contractor is solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-contractors under this Agreement. Nothing in this Agreement at any time or in any manner shall be construed to 1) effect an agreement of partnership or joint venture, or 2) render the County the employer or master of Contractor, its employees, agents or representatives.

XVII. Termination of Contract

Either party may terminate this agreement by giving sixty (60) days written notice to the address as provided in Article XV Notice and Addresses of parties.

If the County does not authorize funds necessary for performance of the obligations under this Agreement, this Agreement shall be null and void.

XVIII. Governmental Immunity

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

XIX. Severability

In the event any provisions of this Agreement are for any reason held invalid, illegal, or unenforceable, they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XX. Effective Date, Term, Renewal and Notice of Effect of Nonappropriation

The effective date of this Agreement shall be October 1, 2012, or the date that both parties have signed the Agreement within the 2013 fiscal year, whichever is later, and this Agreement shall expire at midnight on September 30, 2013.

The County is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than current revenues. Any Agreement that would provide for automatic renewal of this Agreement would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this Agreement. Instead, it is understood by both parties that a new contract must be executed for each fiscal year. The fiscal year of the County is from October 1 through September 30 of the next calendar year.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of services between the County and Contractor must be by execution of a new contract for each fiscal year on or before October 1 of each year.

If, for the FY2013 fiscal year, the Grayson County Commissioners Court does not authorize funds in amounts sufficient to pay or perform its obligations under this Agreement the County shall endeavor to provide thirty (30) days notice. If funds are not authorized, this Agreement shall be null and void.

XXI. Applicable Law

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all of this Agreement's obligations are performable in Grayson County, Texas.

Signed this _____ day of _____, 2012

Signed this _____ day of _____, 2012

City of Sherman, Texas

Grayson County, Texas

By: _____
Mayor

By: _____
Grayson County Judge



SHERMAN EMS

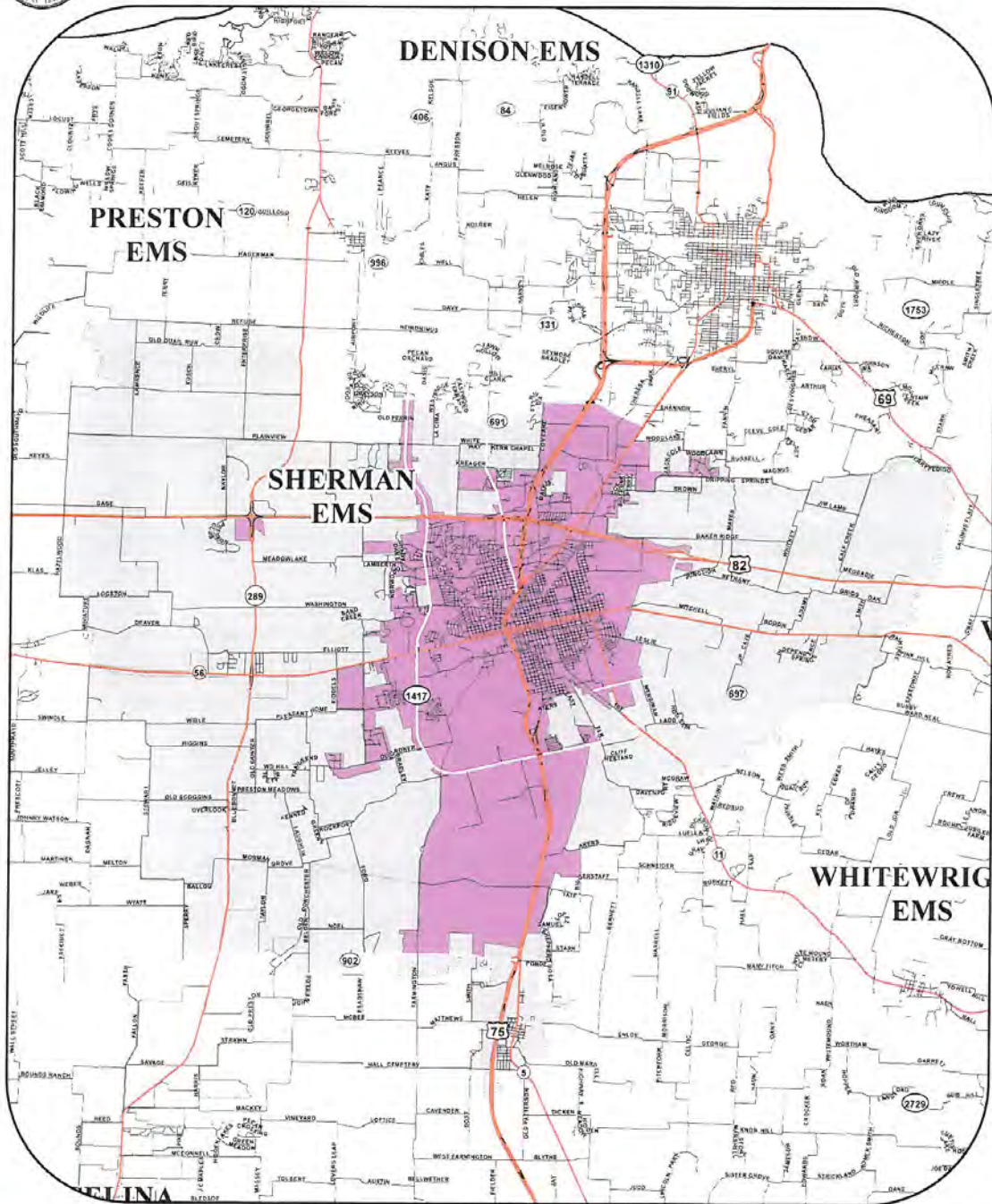


Exhibit "A"

Copyright 2000 by City of Sherman, Texas. All rights reserved. No part of this publication may be reproduced without prior written permission from the City of Sherman, Texas.

Quarterly Grayson County Ambulance Data Requirements

- **District:** Area covered
- **911 Calls:** Number of 911 generated calls this quarter for each area to the right.
- **Transfer by FTSA:** Number of Transfers by Full Time Staffed Ambulance (FTSA) for each of the areas to the right.
- **Transfers by Non-FTSA:** Same as above only with non-FTSA personal/assets.
- **Non-Transports:** A 911 call that did not require a transport (patient refusal, false alarm, cancelled, etc).
- **Others:** Any other call not covered above. An example would be a *standby* at a football game or other event.
- **Total Calls:** The sum of the above less non-transports.
- **Calls turned over to Mutual Aid EMS:** Any calls handed over to another district because of no ambulance available within your district or to an air ambulance.

Response Time

- **E911 calls:** Average time in minutes from the time call is received until the ambulance arrives on the scene. For in house dispatch, it is the time from the call is received to arrival on scene. For dispatched from the county or off site dispatch: it is the time from the time you receive the call until arriving on scene.
- **Total Average Time/911 Call.** The sum of the total time the ambulance(s) is dedicated to a call (from call received to back in service) divided by the number of calls.
- **Weighted average:** The sum of all response time minutes for all calls divided by the total number of calls.

EXHIBIT "B"

SAMPLE Quarterly Grayson County Ambulance Data Requirements

District: _____ Report for _____ Qtr. FY 2013

Date of report: _____ Number of FTSA: _____

Run Type	Number of Calls															Totals
	City of Whitesboro	Whitesboro Rural	City of Collinsville	City of Sadler	City of Southmayd	City of Tioga	City of Bells	Denison District	Preston District	Van Alstyne District	Sherman District	Whitewright District	Other Grayson	Out of Grayson		
911 Calls															0	
Transfers by FTSA															0	
Transfers by Non-FTSA															0	
Non-Transports															0	
Others															0	
Total Calls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Calls turned over to mutual aid EMS									0	0	0	0	0	0		
Calls turned over to air ambulance															0	

Response time (minutes)

	City of Whitesboro	Whitesboro Rural	City of Collinsville	City of Sadler	City of Southmayd	City of Tioga	City of Bells	Weighted Average
E911 calls*								

*Transports & non-transports

This quarter last FY Average Ambulance Response time:

EXHIBIT C

Total average time/ E911 call



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.4

RESOLUTION NO. 5702

**Authorizing Execution of an Encroachment Easement
to Robert W. Minshew, President of Kelly Square, Inc.,
for the Construction of Balconies and Supports into a Downtown City Sidewalk**

Issue

Encroachment into a downtown city sidewalk with balconies and supports

Background

The owners of Kelly Square wish to construct two 8' x 11' balconies that would encroach 8' over the City's sidewalk. Each balcony would require two vertical supports in the sidewalk area. The balconies would be located where the current awnings are located.

Origination

Robert W. Minshew, President of Kelly Square, Inc.
Engineering Department

Financial Consideration

There would be no cost to the City.

Staff Recommendation

Before granting the request, the Council should consider that approval of the request could set a precedent for the downtown area. There are currently no sidewalk obstructions connected to buildings (support columns, etc.) at ground level for any buildings in the downtown area. Approval of the request will allow four vertical columns to be placed in the public sidewalk, which could affect pedestrian safety and mobility. If approved, it is recommended that the applicant indemnify the City and accept all liability associated with the balconies and support columns. A registered professional engineer should provide detailed plans and specifications for the balconies and all associated appurtenances.

Alternatives

The balconies could be supported from above by integrating supports into the building structure above the proposed balconies. Likewise, the balconies could be constructed as cantilevered structures from the building, requiring no supports.

Attachments

Resolution No. 5702
Encroachment Request and Drawing

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ROBERT W. MINSHEW, PRESIDENT OF KELLY SQUARE, INC., FOR THE CONSTRUCTION OF BALCONIES AND SUPPORTS INTO A DOWNTOWN CITY SIDEWALK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Encroachment Easement to Robert W. Minshew, President of Kelly Square, Inc., in substantially the same form as presented at this meeting, for the construction of two 8' x 11' balconies that would encroach 8' over the City sidewalk; each balcony would require two vertical supports in the sidewalk area; and the balconies would be located where the current awnings are located, in accordance with the encroachment document and location map approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **ROBERT W. MINSHEW, PRESIDENT OF KELLY SQUARE, INC.**, of Sherman, Texas, hereinafter called "GRANTEE", an encroachment easement to construct two balconies with support columns and encroach eight feet (8') into an existing 12 foot (12') street right-of-way on Lot Nos. 4 & 5 of Block No. 5 of the Original Town Plat to the City of Sherman, Texas, and known as 115 S. Travis, as shown on the location map marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, his heirs, successors and assigns, for the limited purpose of constructing two balconies with support columns within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the balconies and related equipment shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

THAT GRANTEE SHALL FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS THE GRANTOR FROM ANY AND ALL DAMAGES, ACTIONS, SUITS, CLAIMS, DEMANDS, LIABILITIES, EXECUTIONS AND JUDGMENTS, WHETHER LIQUIDATED OR UNLIQUIDATED, ABSOLUTE OR CONTINGENT, DIRECT OR INDIRECT, AT LAW OR IN EQUITY, TOGETHER WITH ATTORNEYS FEES WHICH MAY OCCUR IN ANY MANNER BY REASON OF ANY MATTER, FACT, OR THING ARISING FROM THIS CONVEYANCE AND USE OF THE AREA BY GRANTEE OR A THIRD PARTY.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of the balconies and support columns and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, his heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, A.D., 2012.

CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON,
CITY MANAGER

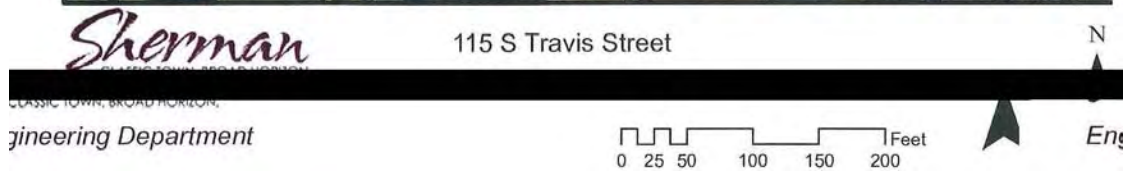
THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **GEORGE OLSON**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, and that he executed the same as the act of such municipality for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2012.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Exhibit "A"



**KELLY SQUARE, INC.
115 S. Travis
Sherman, Texas 75090**

August 29, 2012

Mr. Mark Gibson
City Engineer
220 W. Mulberry
Sherman, Texas 75090

Re: Kelly Square, Inc./Application for Encroachment

Dear Mark:

This letter will confirm our meeting in which I showed you a diagram that Kelly Square wants to substitute balconies for the two (2) awnings in the front of the building. The balconies would be 8 x 11 in size, extend 8 feet from the building toward the curb leaving 4 feet of space between the end of the balcony and the curb line. The balconies will be engineered to be safe and allow no less than 8 feet of head room clearance underneath the balconies and our proposal at this time is to have at least two (2) corner posts on each balcony for maximum structural support. The 4 foot railing on the balconies will probably be a cast iron unit from a New Orleans balcony or a combination of wood and cast iron. At a minimum the front portion would be cast iron provided we can get it done safely as it is quite heavy.

The purpose of this letter is to see if we can get before the Council for the encroachment permission which if granted, of course, would be subject to the Planning and Zoning Commission approving the site plan. Before the permit could be issued we would, of course, submit plans and specifications engineered for safety by a registered structural engineer.

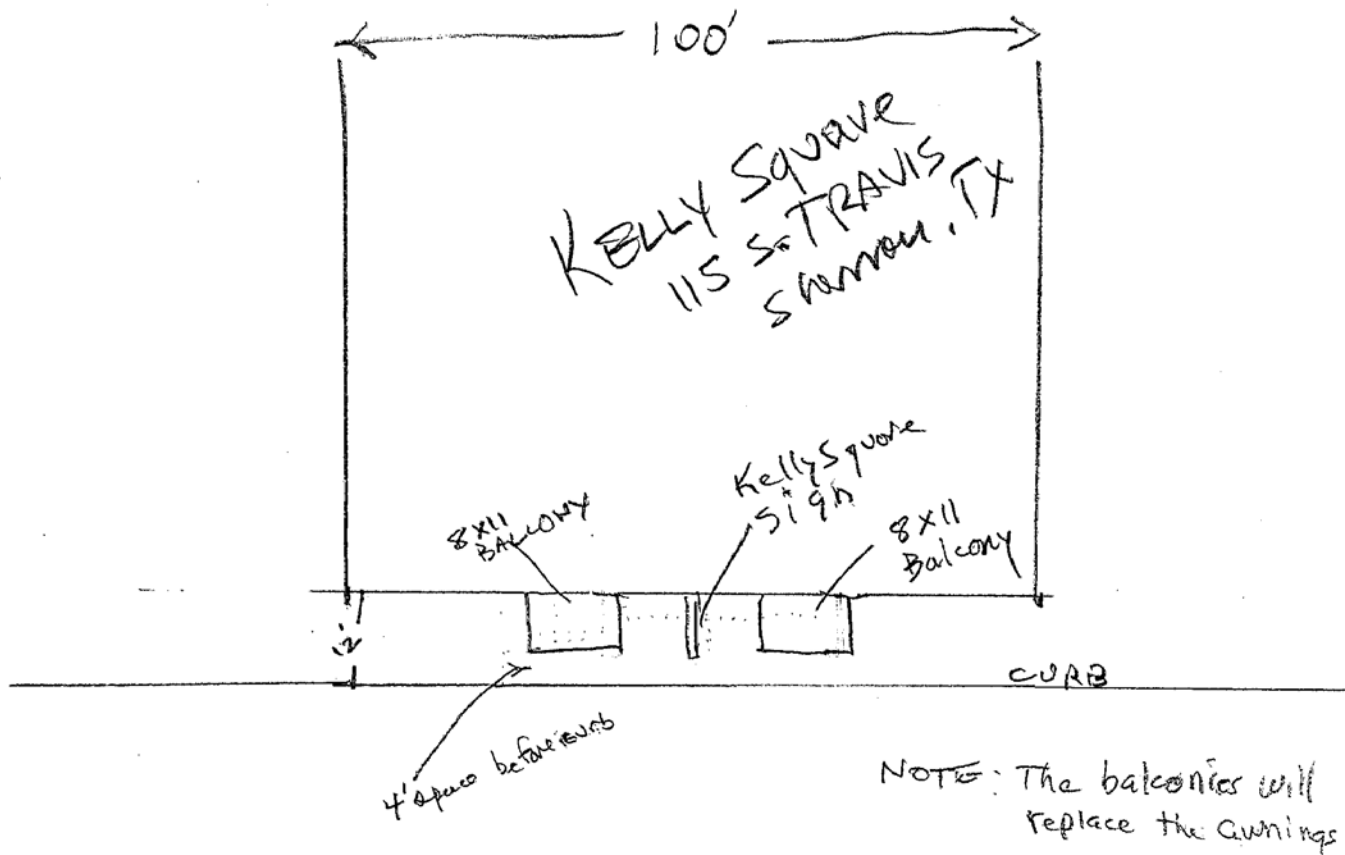
Your cooperation is greatly appreciated.

Very truly yours,

KELLY SQUARE, INC.

By: 
Robert W. Minshew, President

RWM/th





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5703**

**Authorizing Execution of an Agreement with Curt Simmons
for the Abatement of Ad Valorem Property Taxes for the Construction of a
New Single-Family Residence at 1109 North Brents Avenue**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1109 North Brents Avenue.

Background

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

Origination

Curt Simmons, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$176.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5703
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Photo
Building Permit Application
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CURT SIMMONS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1109 NORTH BRENTS AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Curt Simmons and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Curt Simmons for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1109 North Brents Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5571) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2012, and continuing for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020

and 2021, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2012, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2012	100%
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	80%
2019	60%
2020	40%
2021	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1109 North Brents Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 9, Block 2, Colling Addition.

V.

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

VI.

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

VII.

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

VIII.

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

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Curt Simmons
411 Sequoia Drive
Denison, Texas 75020
(903) 821-8247

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2012.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CURT SIMMONS

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
CURT SIMMONS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §**

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2012 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: CURT Simmons

Mailing Address: 411 Sequoia Drive Denison TX

Telephone Number: 903 821 8247

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1109 N Breasts

Summary Legal Description: Lot: 2 Block: 9 Addition: Colling

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

Improvements:

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

Estimated Value of Improvements: \$55,000.00

Estimated Date of Start of Construction: 9/10/2012

Estimated Date of Completion of Project: 11/10/2012

Description of Project: Eco-Friendly modern residence

Applicant(s): CURT Simmons

Date: 8/31/2012

Date: _____

WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT JOHN ROMAN, a single person, and JAMES T. BECK, a single person

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

whose address is 411 Sequoia Drive, Denison, TX 75020,

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

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

BEING LOT NINE (9) IN BLOCK TWO (2) OF COLLING ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME , PAGE 10, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

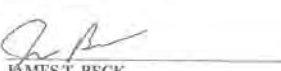
TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever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

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

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

Executed on this the 1 day of October, 2010.


JOHN ROMAN

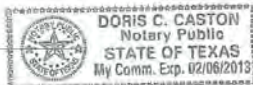

JAMES T. BECK

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 1 day of October, 2010, by JOHN ROMAN and JAMES T. BECK.

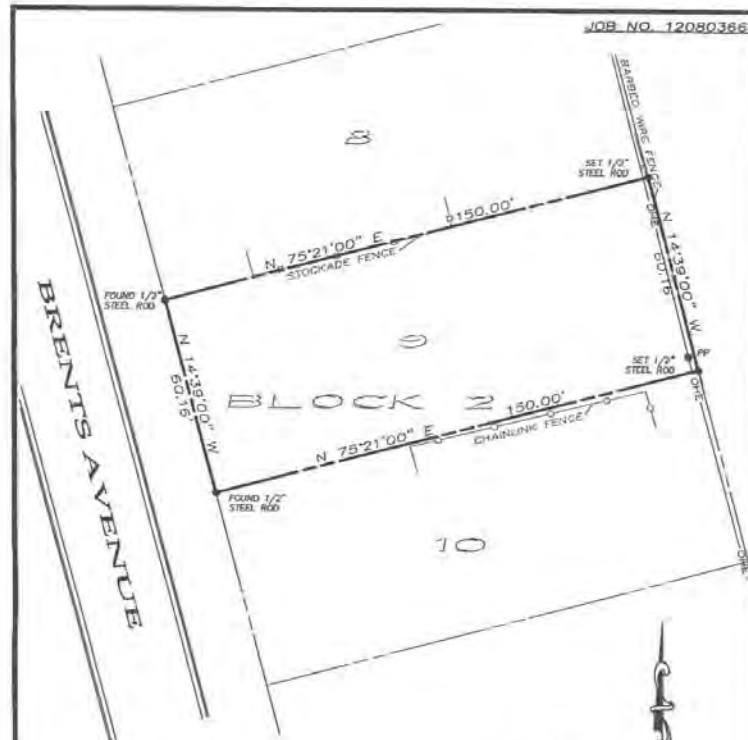

NOTARY PUBLIC - STATE OF TEXAS



AFTER RECORDING RETURN TO:

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

JOB NO. 12080366



This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2012
Underwood Drafting & Surveying, Inc.
All rights reserved.

— BASIS OF BEARINGS —
GPS OBSERVATION
NAD 82 — TEXAS NORTH CENTRAL

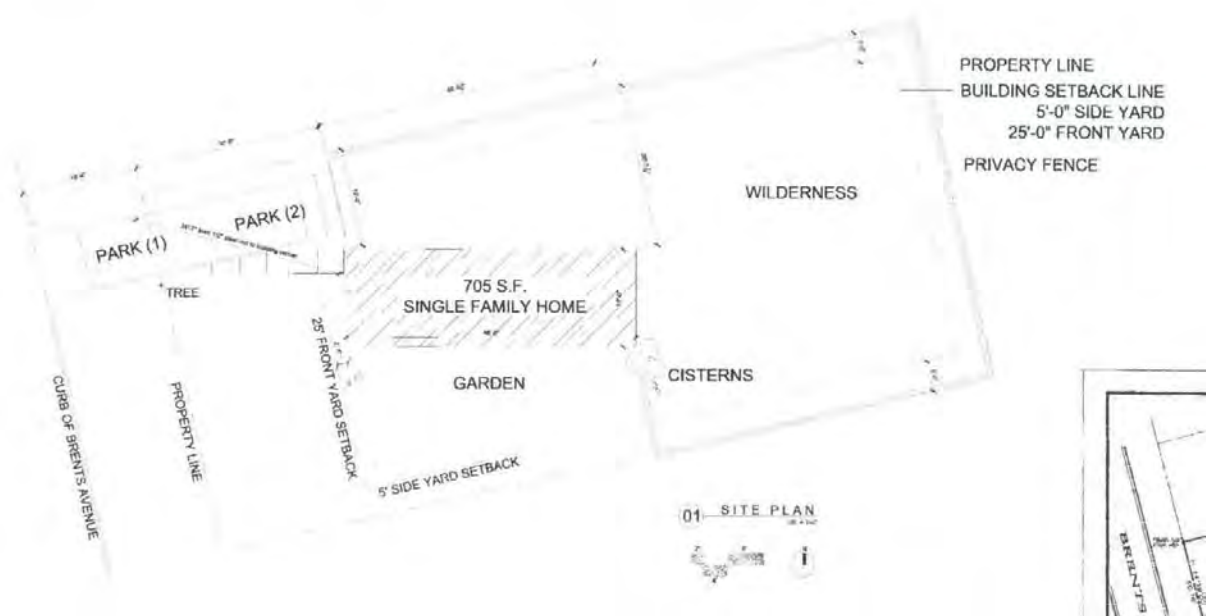
I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify to Curt Simmons (Owner) that on the 29th day of August, 2012, a survey was made on the ground of the property shown herein, described as Lot 9 of Block 2, of the G.B. Colling Addition to the City of Sherman, Texas, as shown by plat of record in Volume 2, Page 107, of the Deed Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



UNDERWOOD
DRAFTING & SURVEYING

Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 121579

SUBCONTRACTOR: CURT SIMMONS

DATE ISSUED: 8/31/2012

PROJECT ADDRESS: 1109 N BRENTS AVE
PARCEL ID: 160506
SUBDIVISION: COLLING ADDN

LOT #: 9
BLK #: 2
ZONE ORD:

ISSUED TO: CURT SIMMONS
ADDRESS: 411 SEQUOIA DR
CITY, ST ZIP: DENISON TX 75020
PHONE: 903-821-8247

CONTRACTOR: CURT SIMMONS
ADDRESS: 411 SEQUOIA DR
CITY, ST ZIP: DENISON TX 75020
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 55,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 705.00
BEDROOMS: 1
BATHROOMS: 1
STORIES: 1

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

NOTES:

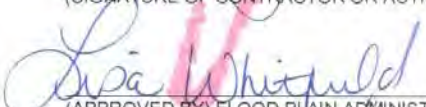
NOTICE

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

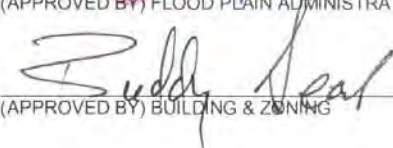
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

8/31/2012
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

8/31/2012
DATE


(APPROVED BY) BUILDING & ZONING

8/10/12
DATE

1109 N. Brents





1109 N. Brents Ave.

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 69 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5704**

**Awarding Bids to and Authorizing Execution of Contracts
with Diamond Service Center for an Annual Supply of Tires and Tubes**

Issue

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

Background

The City of Sherman annually contracts with an outside vendor for the replacement of light duty, passenger, medium duty, and heavy duty tires and tubes for its fleet due to normal wear and tear and unforeseen damages. Diamond Service Center of Howe, Texas, submitted the low bids. The local preference of 5% was applied to the vendors inside the City; and Diamond Service Center was still the low bidder.

Origination

Department of Public Works, Equipment Service Center

Financial Consideration

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

Staff Recommendation

The staff recommends that the City Council award the low bids as submitted by Diamond Service Center in the amounts of \$35,045.30 for light duty and passenger tires and tubes and \$76,451.33 for medium and heavy duty tires and tubes, and authorize the City Manager to execute the required contract documents.

Alternatives

Those as may be recommended by the City Council

Attachments

Bid Tabulation

Resolution No. 5704

Contracts (2)

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

Bid Tabulation
Light Duty and Passenger Tires & Tubes
Bid Opening: August 8, 2012 @ 2:00 PM

VENDOR	Bid Comparison
Diamond Service Center	\$ 35,045.30
Dayton Tires Sales, Inc.	\$ 37,312.21
American Tire Distributors	\$ 36,287.09

Bid Tabulation
Medium and Heavy Duty Tires & Tubes
Bid Opening: August 8, 2012 @ 2:00 PM

VENDOR	Bid Comparison
Diamond Service Center	\$ 76,451.33
Dayton Tires Sales, Inc.	\$ 83,589.85
American Tire Distributors	\$ 88,353.26

RESOLUTION NO. 5704

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH DIAMOND SERVICE CENTER FOR AN ANNUAL SUPPLY OF TIRES AND TUBES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Diamond Service Center of Howe, Texas, is hereby awarded the bids in the amounts of \$35,045.30 for light duty and passenger tires and tubes and \$76,451.33 for medium and heavy duty tires and tubes, and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute contracts with Diamond Service Center for an annual supply of tires and tubes, in accordance with the proposed contract documents and bid specifications attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Sherman

CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN STANDARD CONTRACT

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Diamond Service Center

Name

PO Box 1252

Address

Sherman, TX 75091

City, State, Zip

903-532-1313

Telephone

stephen@diamondtx.com

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the

Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Light Truck and Passenger Tires and Tubes

[CHECK ONE:]

_____ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified hereinbelow. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

_____ Date of Delivery

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

DURATION: From _____ to _____

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each order after each delivery. Invoices shall indicate the purchase order number, if applicable, and shall

be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for

performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**
 - a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for

commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer

shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term

used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND

ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 28th day of AUGUST, 2012.

SELLER:

Diamond Service Center by BRL, SR. V.P.
(Signature)

DIAMOND SERVICE CENTER by BRENT ROWLAND, SR. VP.
(Type/Print Name and Title/Position)

PO Box 1252
(Address)

SHERMAN TX 75091
(City, State, Zip)

(City Manager)

Sherman

CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN STANDARD CONTRACT

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Diamond Service Center

Name

PO Box 1252

Address

Sherman, TX 75091

City, State, Zip

903-532-1313

Telephone

stephen@diamondtx.com

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the

Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Medium and Heavy Duty Tires and Tubes

[CHECK ONE:]

 This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified hereinbelow. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Date of Delivery

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

DURATION: From to

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each order after each delivery. Invoices shall indicate the purchase order number, if applicable, and shall

be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for

performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**
 - a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for

commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer

shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term

used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND

ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 28 day of AUGUST 2012

SELLER

Diamond Service Center by JBL, SR. V.P.
(Signature)

Diamond Service Center by BREW POWERS, SR. V.P.
(Type/Print Name and Title/Position)

PO Box 1252
(Address)

Sherman TX 75091
(City, State, Zip)

(City Manager)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5705**

**Authorizing the Purchase of a 2013 Chevrolet Tahoe SSV 4X4
for the Sherman Fire Department from Caldwell Country Chevrolet through
the Houston-Galveston Area Council of Governments (H-GAC)**

Issue

Authorize the purchase of a 2013 Chevrolet Tahoe SSV 4X4 from Caldwell Country Chevrolet through the Houston-Galveston Area Council of Governments (H-GAC)

Background

This new vehicle will replace City Unit 130, a 1999 Ford Explorer. Unit 130 has 145,852 miles on it, well exceeding the expected use. Maintenance and service costs support replacing this unit at this time. The new vehicle will be assigned to the Shift Supervisor (Battalion Chief) and will carry communications and equipment for emergency use. The current Battalion Chief vehicle will be moved to a support function, extending its use within the department.

Origination

Sherman Fire Department

Financial Consideration

The cost of the 2013 Chevrolet Tahoe SSV 4x4 from Caldwell Country Chevrolet is Thirty One Thousand Three Hundred Twenty One Dollars and No Cents (\$31,321.00), and was included in the 2012-2013 budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the 2013 Chevrolet Tahoe SSV 4x4 through the H-GAC.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5705

H-GAC Contract Pricing Worksheet from Caldwell Country Chevrolet

H-GAC Interlocal Agreement

Prepared by:

J. J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013 CHEVROLET TAHOE SSV 4X4 FOR THE SHERMAN FIRE DEPARTMENT FROM CALDWELL COUNTRY CHEVROLET THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Caldwell Country Chevrolet, through the Houston-Galveston Area Council of Governments (H-GAC), a 2013 Chevrolet Tahoe SSV 4x4 for use by the Sherman Fire Department at the cost of Thirty One Thousand Three Hundred Twenty One Dollars and No Cents (\$31,321.00), in accordance with the provisions of the H-GAC proposal attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2012-2013 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.: VE11-11	Date Prepared: 8/17/2012
<i>This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.</i>					
Buying Agency:	SHERMAN FIRE DEPARTMENT		Contractor:	CALDWELL COUNTRY CHEVROLET	
Contact Person:	JEFF MATLOCK		Prepared By:	ADRIENNE GATTIS	
Phone:	903-892-7265 CELL: 903-357-0084		Phone:	979-567-6115	
Fax:	903-813-0411		Fax:	979-567-0853	
Email:	JEFFM@CLSHERMAN.TX.US		Email:	AGATTIS@CALDWELLCOUNTRY.COM	
Product Code:	A17	Description:	2012 CHEVROLET TAHOE SSV 4X4 CK10706 (2013)		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					23,976.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
FOUR WHEEL DRIVE 4X4		4240			
TOW PACKAGE K5L		230			
DUAL BATTERIES		190			
LOCKING REAR AXLE		285			
			Subtotal From Additional Sheet(s):		
			Subtotal B:		4945
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
REAR CARGO BARRIER		425			
			Subtotal From Additional Sheet(s):		
			Subtotal C:		425
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		1%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description		Cost	Description		Cost
EXTERIOR COLOR CRYSTAL RED METALLIC		395	2013 MODEL YEAR ADJUSTMENT		980
			Subtotal D:		1375
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					30721
Quantity Ordered:	1	X	Subtotal of A + B + C + D:	30721	= Subtotal E: 30721
F. H-GAC Fee Calculation (From Current Fee Tables)					Subtotal F: 600
G. Trade-Ins / Other Allowances / Special Discounts					
Description		Cost	Description		Cost
			Subtotal G:		0
Delivery Date: 60-90 DAYS APPX			H. Total Purchase Price (E+F+G):		
			31321		

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-153887

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF SEAMAN
Local Government
BY [Signature]
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature] Date 3/17/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/15/91
Jack Steele
Executive Director
March 18, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5706**

**Authorizing the Purchase of a 2013 Pierce Impel Pumper EP/358 and Equipment
for the Sherman Fire Department from Siddons-Martin Emergency Group through the
Houston-Galveston Area Council (H-GAC)**

Issue

To consider the purchase of a 2013 Pierce Impel Pumper EP/358 and Equipment from Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC)

Background

The new fire engine will replace City Unit 112, a 2000 Freightliner pumper. Unit 112 has 154,352 miles and 11,472.8 engine hours, well exceeding the expected life of this apparatus. Maintenance costs and apparatus down-time supports its replacement.

The new engine will include a compressed air-foam system (CAFS), allowing more efficient use of water during fire fighting. The apparatus is expected to be delivered in May 2013 and will be assigned to Station 3 (Pecan Grove).

Origination

Sherman Fire Department

Financial Consideration

The unit will be purchased at a cost of \$433,407.00. This includes a prepayment discount of \$14,000.00. Funds were appropriated in the 2012-2013 budget for this purchase.

Staff Recommendation

It is recommended that the staff be authorized to purchase the Pierce Impel Pumper and equipment from Siddons-Martin Emergency Group through the H-GAC.

Alternatives

No feasible alternatives exist.

Attachments

Resolution No. 5706

Siddons-Martin Emergency Quote

H-GAC Contract Pricing Worksheet

H-GAC Interlocal Agreement

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013 PIERCE IMPEL PUMPER EP/358 AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC), a new 2013 Pierce Impel Pumper EP/358 and equipment at the total purchase price of Four Hundred Thirty-Three Thousand Four Hundred and Seven Dollars and No Cents (\$433,407.00), in accordance with the provisions of the H-GAC proposal attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2012-2013 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT Franchise No. A115890
EIN: 26-1557803

August 31, 2012

City of Sherman Fire Dept.
Chief Jeff Jones
318 S Travis
Sherman, Texas 75091

RE: Proposal for Pierce Impel Pumper; EP/358

Dear Chief Jones,

Siddons-Martin Emergency Group the licensed and authorized dealer for Pierce Manufacturing Inc. in the State of Texas is pleased to provide the following proposal for Truck Description. This proposal is based on the accompanying proposal specifications, which are tailored to meet your needs. The proposal pricing is based on current hgac terms.

Pierce Impel Pumper EP/358

Sales Price	\$448,097.00
Trade-In Credit	0
Chassis Prepay Discount	-6549
Full Prepay Discount	-8141
Final Sales Price After Trade-In and Discounts	\$433,407.00

To take advantage of prepayment discounts, payment must be made net 15 days ARO.

The proposal pricing includes the delivery cost from Plant. Travel expenses for Two (2) of your personnel to travel to our factory for final acceptance are included.

Delivery time for the proposed unit will be within **7 to 8 months** from the date of order which will be the date a Purchase Order is received by Siddons-Martin Emergency Group.



EP/358

This proposal is valid until Oct 1, 2012 due to FY2013 component price increases.

Tax is excluded from this proposal. In the event the purchasing organization is not exempt from Sales Taxes or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Balance of sales price is due upon acceptance of the apparatus at the factory. Payment must be remitted to:

Payment Mailing Address

Siddons-Martin Emergency Group
P.O. Box 975262
Dallas, TX 75397-5262

Payment Wiring Information

JP Morgan Chase Bank, N.A.
Dallas, TX 75201
Routing #: 111000614
Account # 923009930

Fed Tax ID 26-1557803

Any changes to the original specification will be invoiced or credited as a separate transaction from the original proposal.

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event of a Prepayment received after the due date above, the discount will be reduced by same percentages above increasing the cost of the apparatus.

In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (a) 10% of the Purchase Price after order is accepted and entered by Pierce;
- (b) 20% of the Purchase Price after completion of the approval drawings;
- (c) 30% of the Purchase Price upon any material requisition.

Siddons-Martin Emergency Group

Protecting the Community

EP/358

The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order.

Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. Venue of any claim regarding this proposal will lie in the county Customer is located. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,

Russell Mabra

Russell Mabra

Sales Representative

972-342-4196

rmabra@siddons-martin.com

I, _____, the authorized representative of the City of Sherman, agree to purchase the Truck Description and agree to the terms of this proposal.

Signature

Date



CONTRACT PRICING WORKSHEET
for motor vehicles only

Contract No.: FS12-11

Date: 9/10/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Agency:	City of Sherman Fire Dept.	Contractor:	Siddons-Martin Emergency Group
Contact:	Chief Jeff Jones	Prepared:	John Kovach
Phone:		Phone:	602-790-7294
Fax:		Fax:	
Email:		Email:	johnk@martinapparatus.com

Prod. Code:	WC04	Description:	Pierce Impel Pumper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 286,100.55

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ 159,719.00
		Subtotal B:	\$ 159,719.00

Total Published Options \$ 445,819.55

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ 277.45
		Subtotal C:	\$ 277.45

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Chassis Pre-Payment Discount	-\$6,549.00		
100% Pre-Payment Discount	-\$8,141.00		
		Subtotal D:	\$ (14,690.00)

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 431,407.00

Quantity Ordered: 1 X Subtotal of A + B + C + D: 431407 = Subtotal E: \$ 431,407.00

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$ 2,000.00

Description	Cost	Description	Cost
Subtotal of column	\$ -	Subtotal of Column	\$ -
		Subtotal G:	\$ -

Delivery Date:

H. Total Purchase Price (E+F+G): \$ 433,407.00

Pride			Published	Unpublished
Number	Qty	Description	Options	Options
216	1	Impel Chassis, 2010	\$92,056.00	
308	1	Foam Sys, Husky 3, Single Agent	\$9,778.00	
312	1	Hercules CAFS, 140 CFM, Hydraulic Drive	\$29,271.00	
313	1	Foam Cell, 30 Gallon, Reduce Water	\$1,321.00	
451	1	Reel, Elect Cable, Hannay, 1600, (3) Wire	\$2,631.00	
475	1	Light, Visor, FRC, 500W 120V, FCA851-S50 Focus, Custom	\$1,672.00	
610	1	Generator, Harrison 6kW MSV, Hydraulic, Hotshift PTO	\$16,142.00	
942	1	Pump House, Top Mount, 45" w/Walkway	\$6,848.00	
0066620	1	Receptacle, 20A 120V 3-Prong SB Dup, Shoreline Int		\$277.45

Base Bid	\$	286,100.00	
Published Options	\$	159,719.00	
Total Published Options	\$	445,819.00	
Unpublished Options	\$	277.45	0.06%
Total Options w/o HGAC Fee	\$	446,096.45	

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-153887

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF SEAMAN
Local Government
BY [Signature]
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature] Date 3/17/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/15/91
Jack Steele
Executive Director
March 18, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.1

CHANGE ORDER NO. 2

**Downtown Sherman Streetscape Improvements Project; Vescor, Inc.
dba Vessels Construction; \$47,127.99, Increase**

Issue

Change Order No. 2 is a quantity adjustment to the original contract for the mill and overlay of Houston, Lamar and Crockett Streets.

Background

City Engineer Clay Barnett will present a status update on the Downtown Sherman Streetscape Improvements Project as well as the background for Change Order No. 2.

Origination

Engineering Department

Financial Consideration

The original contract amount for the project was \$610,186.51. Change Order No. 1 was a net decrease of \$17,960.08. This change order results in a net increase of \$47,127.99, yielding the current contract price of \$639,354.42. Funds are available in the current year budget to cover this change.

Staff Recommendation

It is recommended that Change Order No. 2 be approved.

Alternatives

Those as may be recommended by the City Council

Attachments

Change Order No. 2
Location Map

Prepared by:
Clay Barnett, P.E., City Engineer

Approved by:
George Olson, City Manager

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Vescor, Inc. dba Vessels Construction
2. Change Order Work Limits: Sta. 15+00 to Sta. 20+00
3. Type of Change (for federal-aid non-exempt projects): Minor (Major/Minor)
4. Describe the change and the reason for the change order. When necessary, include explanations to this agreement.

Substitute mill and overlay for fog coat and striping removal.

CCSJ: 0045-03-045
Project: 0045-04-000
Highway: SH 56
County: Galveston
District: Paris
Contract Number: SHP-2011(229) H

5. New or revised plan sheet(s) are attached and numbered:

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes, for time, overhead and profit, or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is a condition to the contract and the contract. Exceptions should be noted in the request for #1 prices.	The following information must be provided Time Exp. # _____ Days added on this C.O. _____ Am't added by this change order: \$47,127.99
THE CONTRACTOR Date: 09/12/12 By:  Typed/Printed Name: Bill Vessels Typed/Printed Title: President	For TxDOT use only: Days participating _____ Amount participating _____ Signature _____ Date _____ Name/Title _____

RECOMMENDED FOR EXECUTION:

Name/Title _____ Date _____	Name/Title _____ Date _____
☐ APPROVED	☐ REQUEST APPROVAL
Name/Title _____ Date _____	Name/Title _____ Date _____
☐ APPROVED	☐ REQUEST APPROVAL
Name/Title _____ Date _____	Name/Title _____ Date _____
☐ APPROVED	☐ REQUEST APPROVAL
Thomas C. Barnett PE/Sherman City Engineer 09/17/12	Name/Title _____ Date _____
Name/Title _____ Date _____	☐ APPROVED
Engineer's Seal	



CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2

Estimated Cost: 47,127.99

CCSJ: 0045-03-045 & 0045-04-060

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed Into Stock

[illegible]

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
19	Planing & Texturing Pavement	SY	3.82	1,173.00	4,480.86	3,810.00	14,554.20	10,073.34
20	Dense-Graded Hot-Mix Asphalt	SY	13.68	1,173.00	16,046.64	3,810.00	52,120.80	36,074.16
29	Remove Striping By Sandblasting	LS	11,384.00	1.00	11,384.00	0.00	0.00	- 11,384.00
42	Planing & Texturing Pavement	SY	3.84	4,211.00	16,170.24	5,529.00	21,231.36	5,061.12
43	Dense-Graded Hot-Mix Asphalt	SY	10.50	4,211.00	44,215.50	5,529.00	58,054.50	13,839.00
44	Fog Seal - SS1-H (0.15 Gal / Sy)	GAL	23.10	594.00	13,721.40	0.00	0.00	- 13,721.40
66	Remobilization	LS	6,635.77	0.00	0.00	1.00	6,635.77	6,635.77
67	Temporary Parking Striping	LS	550.00	0.00	0.00	1.00	550.00	550.00
TOTALS					106,018.64		153,146.63	47,127.99



Sherman
CLASSIC TOWN, BROAD HORIZON

Downtown Streetscape Improvements

N



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive City Manager George Olson's Comments on Various Civil Service Agenda Items

Issue

A brief overview and explanation of Agenda Items B.1, B.2, and C.1

Background

There are three agenda items on this Council agenda dealing with the Police and Fire (Civil Service) personnel issues. The changes can be summarized as dealing with: (1) administrative and efficiency issues and (2) pay adjustments.

Items B.1 and B.2 deal primarily with some title changes within both the Police and Fire Departments, and a change in strategy of how and what personnel is used in the Fire Department for various functions.

Item C.1 deals with multiple pay issues, including: (1) previously discussed market adjustments to certain positions based on a market survey of all City positions, as compared to peer cities, and (2) a 2.5% across-the-board raise approved by the Council for all employees.

Origination

City Manager

Financial Consideration

No additional positions result from these changes. The financial effect of all of the changes was included as part of the budget considerations during the recent budget meetings and has been approved as part of the 2012-13 budget.

Staff Recommendation

The staff recommends approval of all three agenda items.

Alternatives

As may be directed by the Council

Attachments

None

**Prepared and Approved by:
George Olson, City Manager**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

Replat Approval of Lots 1 and 8, Block C of the Amended Repat of Block C of Sherman Commons Addition, containing 2.26 acres; Sherman Commons, LP, Owners; McAlister's Deli, Tenant; Vilbig & Associates, PLLC, Engineers/Surveyors; and Sartin & Associates, Inc., Surveyors (3801 U.S. Highway 75 North and 3806 Loy Lake Road)

Issue

To consider Repat approval of Lots 1 and 8, Block C of the Amended Repat of Block C of Sherman Commons Addition located at 3801 U.S. Highway 75 North and 3806 Loy Lake Road, containing 2.26 acres

Background

The properties are located at 3801 U.S. Highway 75 North and 3806 Loy Lake Road in the Sherman Commons Addition, the lots just north of Taco Cabana. The owners would like to replat the two lots, moving lot lines to enlarge one of the lots and construct a 3,800 square foot building for McAlister's Deli.

Origination

Sherman Commons, LP (Owners); McAlister's Deli (Tenant); Vilbig & Associates, PLLC (Engineers/Surveyors); and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the August 21, 2012 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Repat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



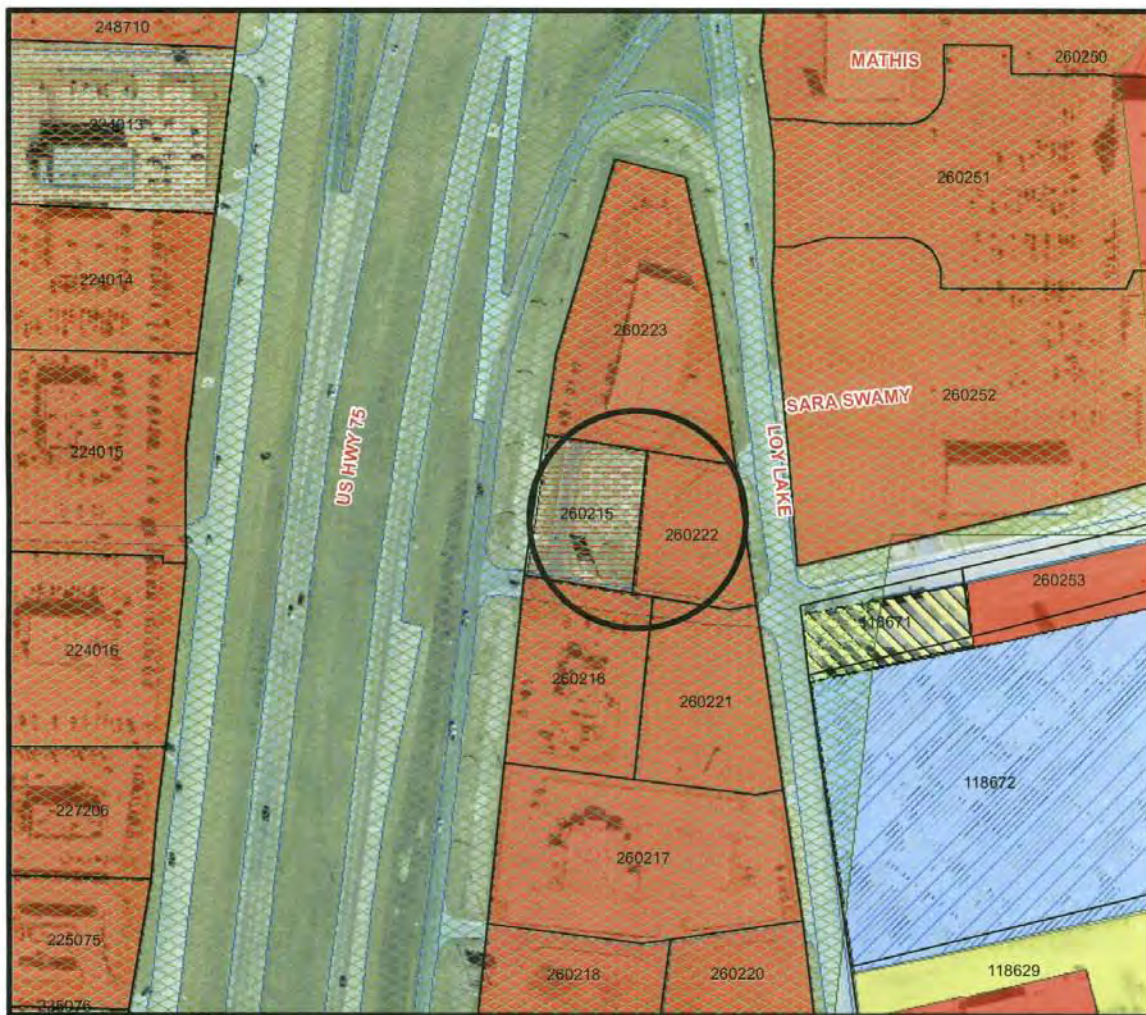
3801 U.S. Hwy 75 North & 3806 Loy Lake Rd

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 206 feet



Zoning - 3801 U.S. Hwy 75 N & 3806 Loy Lake Rd

Legend

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

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 206 feet

NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and adds time and is subject to delay and withdrawing of permits and building permits.



**REPLAT OF LOTS ONE AND EIGHT, IN BLOCK "C" of
the AMENDED REPLAT OF BLOCKS "C" OF
SHERMAN COMMONS ADDITION**

(Volume 18, Page 132 P.R.G.C.T.)

to the

CITY of SHERMAN, TEXAS

being 2.26 Acres



Owner & Developer

Sherman Commons, LP By and
Through its Agent, Four Partners,
LLC dba UCR Asset Services

7001 Preston Rd., Suite 215

Dallas, Texas 75205

469-232-2460

by: Scott Weaver

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
106 & South, P.O. Box 1841 Sherman, Texas 75091-1841
PH: (972) 952-9955 Fax: (972) 952-9959 Email: sartin@sartinassoc.com

SHEET 1 OF
REPLT1-8-C2.pcs

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
August 21, 2012
Don Hicks, Chairman

Vacant, Vice-Chairman
Darren Tankersley, Commissioner
Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner
Ronnie Dutton, Commissioner

Brad Morgan, Commissioner
Ron Barton, Commissioner
Joe Gilbert, Commissioner
Sam Thorpe, Commissioner

3801 U.S. Highway 75 North & 3806 Loy Lake Road
Being Lots 1&8, Block C, Amended Replat of Block C of Sherman Commons Addition
Replat and Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Replat approval of Lots 1 & 8, Block C of the Amended Replat of Block C of Sherman Commons Addition.

Planning and Zoning Commission

Site plan approval for McAlister's Deli.

Background:

The properties are located at 3801 U.S. Highway 75 North and 3806 Loy Lake Road in the Sherman Commons Addition, the lots just north of Taco Cabana. The owners would like to replat the two lots, moving lot lines to enlarge one of the lots and construct a 3,800 square foot building for McAlister's Deli. The exterior of the building will be brick veneer and EIFS (Exterior Insulation Finishing System). Seating capacity will be 136 and sixty one parking spaces will be provided.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Sherman Commons, LP (Owners), McAlister's Deli (Tenant), Vilbig & Associates, PLLC (Engineers/Surveyors) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Attachments:

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

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

SHERMAN



STAFF REVIEW LETTER

August 15, 2012

Sherman Commons, LP
Agent: Four Partners, LLC
DBA: UCR Asset Services
Scott Weaver
7001 Preston Rd. #215
Dallas, TX 75205-1156

Vilbig & Associates
Chris Walton
10132 Monroe Dr.
Dallas, TX 75229

Dear Applicants,

The request for approval of a Replat of Lots 1 & 8, Block C of the Amended Replat of Block C of the Sherman Commons Addition located at 3801 U.S. Highway 75 North and 3806 Loy Lake Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, August 21, 2012 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. The width of right-of-way for streets and the pavement width shall be shown.
4. Any other changes made to the final replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,


Clay Barrett
City Engineer

cc: George Olson, City Manager
 Brandon Shelby, City Attorney
 Nathan Huffman, Fire Marshal
 Don Keene, Dir. of Public Works
 Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75091

 Scott Shadden, Director of Development Services
 Mark Gibson, Dir. of Engineering & Utilities
 Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.4

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.5

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.6

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

(a) Parks and Recreation Advisory Board (2)

Issue

Currently there are two vacancies on the Parks and Recreation Advisory Board. We have received applications from Rhonda McCollum, Tracey Brown, and Jencie Bolin.

Background

The Parks and Recreation Advisory Board advises the City Council on long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

Origination

The appointments originated with the City Clerk's Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is recommended that the City Council consider appointments to the Parks and Recreation Advisory Board.

Alternatives

The alternative is to delay appointments to the Board.

Attachments

A membership roster, fact sheet, applicant list, and applications are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jason Howard	3	A 5/17/2011	5/17/2013	1	
Vacant					
Lauren Alexis Bolin	1	A 5/17/2011	5/17/2013		
Michael Gillum	2	A 10/4/2011	10/4/2013	1	
Vacant					
John Murphy	1	A 10/6/2009 R 10/6/2011	10/6/2011 10/6/2013	1 2	
Trent Bass	1	U 3/17/2009 R 11/8/2009 R 11/8/2011	11/8/2009 11/8/2011 11/8/2013	0 1 2	

NOTE:

Chair: Trent Bass
Vice Chair:

Term: October 2009

CITY STAFF: Kevin Winkler, Parks and Recreation Administrator
Revised 2/3/2012

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board

Positions Vacant 2

Applicant	Address	District	Qualifications
Rhonda McCollum	1806 N. Binkley	1	Grayson County Human Resources Assistant
Tracey Brown	3608 W. Houston	4	United Healthcare Provider Installation Specialist
Jencie Bolin	2608 Silverado Trail	1	FIS Sr. Technical Writer/Editor

COMMENTS:



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7209

Name: Rhonda McCallum
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Parks & Recreation Board

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1806 N. Binkley St.</u>	Business Name: <u>Grayson County</u>
Mailing Address: <u>1806 N. Binkley St.</u>	Occupation: <u>H. R. Asst.</u>
Telephone: <u>903-271-6228</u> Fax: <u></u>	Address: <u>100 W. Houston - Ste G-2</u>
E-Mail: <u>rhondamc13@verizon.net</u>	Telephone: <u>903-813-4264</u> Fax: <u>903-870-4097</u>
Sherman Resident for <u>26</u> years County: <u>Grayson</u>	E-Mail: <u>mccallumr@co.grayson.tx.us</u>
Drivers License No.: <u>09025425</u>	
*Voter Registration No.: <u>1024989393</u> ✓	

Which Council District do you live in? (see attached map) Dist. 1 ✓

Prior work experience: (please include dates)
Human Resources - 26 years

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School?

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Grayson County Community College - Associates ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)
March of Dimes School Activities

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am very active utilizing the park walking and
exercise at the Park + Rec. Facility. I want to
help make the parks better for other citizens in the
community.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Security including lighting in the various
parks.

2) more active choices for children.

3) Bike Rallies in addition to 5K-10K Runs
in the City.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I currently participate in an activity that
utilizes the Parks + Recreation Building.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: _____

Statement of Intent

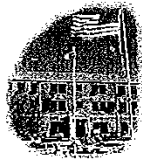
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

**I affirm that I am qualified to vote.*

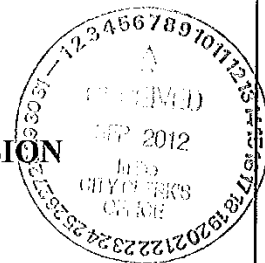
Signature: Rhonda McCollum Date: 9-6-12

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7208

Name: Tracey Brown

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Parks & Recreation Board

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>2608 W. Houston St.</u>	Business Name: <u>United Healthcare</u>
Mailing Address: <u>Same as above</u>	Occupation: <u>Provider Installation Spec.</u>
Telephone: <u>903-211-0661</u> Fax: _____	Address: <u>1311 W. President George Bush Hwy</u>
E-Mail: <u>browntracey16@gmail.com</u>	Telephone: <u>Ste 100, Richardson, TX</u>
Sherman Resident for <u>32</u> years County: <u>Grayson</u>	E-Mail: _____
Drivers License No.: <u>17431657</u>	<u>* Works from home</u>
*Voter Registration No.: <u>1025422619</u> ✓	

Which Council District do you live in? (see attached map) District 4 ✓

Prior work experience: (please include dates)

Hospice PMS - marketing - March 2012 to June 2012

Traditions Senior Living - marketing - September 2010 to January 2012

Northwest Evaluation Association - education execs - August 2008 to August 2010

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? Graduated 1998

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Southeastern Oklahoma State University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Faith Church of Sherman - Marketing and Advertising - August 2007 to present

The Rehabilitation Center - Board Member & Marketing Coordinator - Jan 08 to May 11

American Cancer Society Relay For Life - Committee Chair - January 2009 to June 2010

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one?

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?
As a new mother I want to see my kids and their friends grow up playing in their local parks as I did when I was a child. I want to help promote and beautify our city parks.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) please see attached

2) please see attached

3) please see attached

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Marketing and Advertising Design
Word, Excel, Powerpoint, Publisher, Adobe Photoshop

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments:

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature: Mary Brown

Date: 9/7/12

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.



Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1. Beautification of the Parks - I believe that even though all parks are mowed on a regular routine basis, that all hedges and trees should be trimmed and maintained at least twice per year as well as more planting of flowers/trees/shrubs, if money allows. With money possibly being tight, the City could initiate an 'Adopt A Park' program much like the 'Adopt a School' works where local businesses or churches are solicited to adopt a park and donate money for its beautification. This will alleviate the City having to provide monies for this.
2. Promote and Advertise - Initiate a program to promote/advertise the use of the park for various functions by the public. In years past, many families have held birthday parties, family reunions and cookouts in the parks. The City could organize a function at a different park each month for the youth in those neighborhoods - "Fun in the Park Day" - maybe 2-4 hours on the weekend to help promote that particular park by having games for the youth to play. The program could also host free clinics for area youth to attend - for example choose a park with a basketball court, tennis court or baseball fields and have the junior high or high school coaches come to help host the clinic. I feel that the City needs to better promote the parks in the City as there are many citizens who cannot tell you how many parks are available within the City.
3. Step Up To Health - Our parks are not just a place of leisure for families and youth to have fun but they also provide them with a place to be physically active. I would like to see a program initiated that promotes active and healthy lifestyles for all city residents. The program could target local gyms and encourage them to hold classes at the nearest park by utilizing the walking trails or even a field to hold a boot camp. The City could also hold special events for individuals and families to participate in such as 5K run/walk as well as walkathons. I would love to see more fitness options around our parks such as dog parks as well more walking and biking trails. This program could even tie into the 'Adopt A Park' program.

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one?

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I have lived in Sherman my whole life. I love it here and I thought it was time that I gave back to the community. I also love to walk and live very close to a city park.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) parks are safe - equipment and trails are safe and well-lit at night.

2) find ways to encourage the community to utilize the parks more. Hold events and advertise make the parks more attractive to people driving by.

3) maybe have more city functions such as art shows with registration fees to raise money for the parks.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I could definitely help with any communication: flyers, advertising, I love walking and taking my children to the parks.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

I cannot think of any.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: My daughter, Lauren Roth is a member of the board and enjoys it.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature: Jurcia Bulin

Date: 9-7-2012

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. D.7

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074

Personnel Matters

- (a) Deliberate the Evaluation of a Public Officer or Employee:**
 - (1) Annual Performance Evaluation of the City Manager**
 - (2) Annual Performance Evaluation of the City Attorney**
- (b) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:**
 - (1) Sherman Economic Development Corporation Board of Directors (2)**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-17-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2012

CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
04/02/12 - April 2nd Council meeting cancelled
04/20/12 - 12 Noon Budget Planning Meeting in Council Chambers
06/21-22/12 - Budget Workshop in Council Chambers
(06/22/12 Budget Workshop date unnecessary)
06/25/12 - 12 Noon Called Meeting for Annexation Ordinance
(71.671 acres on Washington Street)
07/02/12 - July 2nd Council meeting cancelled

09/03/12 - Labor Day / Called Council Meeting on 09/04/12
09/21/12 - 12 Noon Called Joint Meeting with SEDCO Board
11/06/12 - City Council Election
11/14/12 - 12 Noon Called Meeting to Canvass Election Results