

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

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR PAMELA L. HOWETH**
- A. 3. INVOCATION BY DEPUTY MAYOR PAMELA L. HOWETH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 15, 2013**

**Proclamations**

- B. 1. PROCLAMATION**  
"Underground Damage Prevention Day" – August 11, 2013

**Public Hearing**

- C. 1. PUBLIC HEARING**  
Conduct the First Public Hearing Concerning the Annexation of 63.757 Acres of Land at the Southwest Corner of F.M. 1417/Heritage Parkway and F.M. 691 in the City of Sherman's Extra Territorial Jurisdiction
- C. 2. INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5783**  
Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year beginning October 1, 2013, and ending September 30, 2014
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5784**  
Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 5<sup>th</sup> day of November, 2013, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing That Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

- C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5785**  
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District at 4800 Texoma Parkway, Suite 502A, being Lots 3, 5, 7 and Part of Lots 1 & 2, Block 1, Midway Mall Addition (TNP Sites LLC, Owners and Sherry Gillespie, Applicant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5786**  
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Lumber Yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 3601 North Travis Street, being Lot 1, Block 1, Covey Addition (Goins Home Center, LLC, Owners; and Landon Goins, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5787**  
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 5209 Farmington Road (Christopher W. Patton and Jennifer K. Patton, Owners; and Cox Land Surveying, Surveyor)
- C. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5788**  
Providing for Permanent “Stop” Signs at the Intersection of South Vaden Street and East Centennial Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

### **Close Public Hearing and Consider Adoption of Ordinances**

- C. 8. **ADOPTION OF ORDINANCES**  
Consider Adoption of Ordinance Numbers: 5784, 5785, 5786, 5787 and 5788
- C. 9. **TABLED AT THE JULY 15, 2013 CITY COUNCIL MEETING:**  
**ADOPTION OF ORDINANCE NO. 5780**  
Creating a Joint Airport Zoning Board and Investing such Joint Airport Zoning Board with the Powers such Boards are Authorized to Exercise Under the Provisions of the Airport Zoning Act, Texas Local Government Code, §241.001, et. seq.; Providing for an Effective Date
- C. 10. **CONSENT AGENDA**  
Asterisked (\*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

### **Resolutions**

- D. 1. **RESOLUTION NO. 5785**  
Authorizing Execution of a Joint Election Agreement with Grayson County, Texas, to Hold a Joint Election on November 5, 2013

- D. 2.        RESOLUTION NO. 5786**  
Authorizing Execution of an Amendment to the Interlocal Agreement between the City of Sherman and Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System
- D. 3.        \* RESOLUTION NO. 5787**  
Appointing and Authorizing the Execution of an Agreement with Adami, Lindsey & Company, L.L.P. to Perform the Fiscal Year 2013 Audit
- D. 4.        \* RESOLUTION NO. 5788**  
Authorizing Execution of an Easement and Right of Way Agreement with Gulf Crossing Pipeline Company, LLC for a Pipeline Crossing at the Old Sherman Wastewater Treatment Plant Site
- D. 5.        RESOLUTION NO. 5789**  
Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for Installation and Maintenance of Internally Lighted Street Named (ILSN) Signs on State Maintained Poles (On System)
- D. 6.        \* RESOLUTION NO. 5790**  
Declaring the City of Sherman's Eligibility and Intention to Renew its Tax Abatement Program to Promote Development/Redevelopment in the Central Business District of the City; Establishing Guidelines and Criteria
- D. 7.        \* RESOLUTION NO. 5791**  
Authorizing Execution of an Agreement with Felipe Cruz Ramirez and Isidra Ramirez for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 407 West Dulin Street
- D. 8.        \* RESOLUTION NO. 5792**  
Awarding a Bid to and Authorizing Execution of a Contract of Sale with W. Douglass Distributing, Ltd. d/b/a Douglass Distributing for an Annual Supply of Gasoline and Diesel Fuel

## **Other Business**

- E. 1.        OTHER BUSINESS**  
Review Draft Capital Improvement Program (CIP) 2013-2018 and Set Public Hearing for Tuesday, September 3, 2013
- E. 2.        \* OTHER BUSINESS**  
Consider Calling a Special Meeting of the City Council for Tuesday, September 3, 2013, due to Conflict with a Federal Holiday

**E. 3.      OTHER BUSINESS**

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 noon on Monday, September 9, 2013, to Review and Approve SEDCO's Annual Budget and Work Plan

**E. 4.      \* OTHER BUSINESS**

Final Plat Approval of Brookshire Addition, being 7.431 acres in the J.B. McAnair Survey, Abstract No. 763

**E. 5.      \* OTHER BUSINESS**

Replat Approval of Lots 3 and 4 of the Replat of Fairview Park Patio Homes, Lots 1-7

**E. 6.      \* OTHER BUSINESS**

Replat Approval of Part of Lot 8, Block 1, Gleckler Plaza Addition

**E. 7.      \* OTHER BUSINESS**

Final Plat Approval of Double D Ranch Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ)

**E. 8.      \* OTHER BUSINESS**

Site Plan Approval for Fisher Controls International LLC (a subsidiary of Emerson Process Management), Owners; Fisher Controls, Tenant; Corgan Associates, Inc., Architect; and John Blacker, Hart, Gaugler & Associates, Inc., Engineer, under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Warehouse and Parking Lot Addition for Fisher Controls in the Blalock Industrial Park District at 4725 U.S. Highway 75 South

**F.          CITIZEN REQUESTS**

**G.          MEDIA QUESTIONS**

**Consider Board/Commission Appointments**

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

- (a)      Texoma Community Center (formerly MHMR Services of Texoma) Board of Directors (1)

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

- (a)      Substandard Structure Commission (4)

**I.          COUNCIL COMMENTS**

**J.          ADJOURNMENT**



## **COUNCIL CALENDAR**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on July 29, 2013 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of July, 2013  
City of Sherman, Texas

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City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

Pamela L. Howeth

Council Members

Ryan Johnson, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Joe N. Smith, Council – District #1

Robert G. Softly, Council – District #2

Pamela L. Howeth, Council – District #3

David Plyler, Council – District #4



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. A. 4.**

**Meeting Date:** 08/05/2013

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** George Olson, City Manager

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**Caption:**

**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 15, 2013**

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**Attachments**

July 15, 2013 Minutes

SEDCO Third Quarter Report

Vote Center Locations

Vote Center Map

Vote Center Proposal

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STATE OF TEXAS

§

July 15, 2013

COUNTY OF GRAYSON

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BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on July 15, 2013.

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

MEMBERS ABSENT: NONE.

**CALL TO ORDER**

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

**CALL TO ORDER**

Mayor Wacker wished Deputy Mayor Howeth a happy birthday and said George Olson, City Manager, also recently celebrated his birthday.

**APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of June 17, 2013 and the Called City Council Meeting (Budget Workshop) of June 19, 2013. Council Member Smith moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE. MOTION CARRIED.

**APPROVE MINUTES**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCES**

Mayor Wacker introduced Ordinance 5780 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE, §241.001, ET. SEQ.; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**ORD 5780  
JOINT AIRPORT  
ZONING BOARD**

**Phil Roether, Chairman, Airport Zoning Commission**

**Mike Shahan, Director, North Texas Regional Airport**

Mr. Roether said in 2006 the Airport hired a consultant group to design a business plan, which included a SWOT analysis, to determine the strengths, weaknesses, opportunities, and threats.

It was determined that the number one threat faced by the Airport was encroachment. This encroachment destroys the viability and the opportunities for economic benefits to the region. The recommendations were to take action to protect the Airport from this encroachment.

**COUNCIL MINUTES – JULY 15, 2013**

Additional consulting work was done with the Council as well as Kaufman and Associates and the FAA, to determine the proper zoning. The law allows zoning to take place up to five miles off the ends of the runways and up to a mile to the sides of the runways.

As a result of work with the noise levels and safety, that area has been shrunk considerably and today there is no property within the City limits of Sherman that exists within that area, however the ETJ does fall into that area.

Therefore, Mr. Roether said they would like to establish a Joint Airport Zoning Board which would be responsible for establishing zoning around the Airport. Mr. Roether told the Council that the zoning would be enforced by the community that actually has jurisdiction over the property. Any requests would go through the same zoning process that they currently go through today. Any appeals going far enough would be heard by the judicial system.

Mr. Roether said Grayson County, and the Cities of Pottsboro and Denison have nominated their members to the Joint Airport Zoning Board. He asked if Sherman would also like to participate on the Board to establish zoning in this part of Sherman's ETJ.

Council Member Smith asked what type of encroachment Mr. Roether was talking about. Mr. Roether said it mainly deals with density. Things like schools, apartment buildings or other high density development wouldn't be built off the end of the runways. Also, development where noise levels would be an issue should not be built there. Height would also not be compatible, such as a communications tower. He added that the restrictions don't tell you what you can build, they tell you what you can't build, and it mainly includes density and population.

Mayor Wacker said additional questions would be allowed when the item is considered by Council Members.

No other citizens appeared before the City Council to discuss Ordinance 5780.

Mayor Wacker introduced Ordinance 5781 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 817 NORTH TRAVIS STREET (MWWF LLC, OWNERS; AND BARRY FONTAINE, REPRESENTATIVE); PROVIDING FOR A REPEALER.

**ORD 5781  
ZONE CHANGE  
(817 N. TRAVIS)**

Barry Fontaine, 7171 Dripping Springs Road, Denison, Texas  
Mr. Fontaine was available to answer any questions the Council might have on his request.

**COUNCIL MINUTES – JULY 15, 2013**

No other citizens appeared before the City Council to discuss Ordinance 5781.

Mayor Wacker introduced Ordinance 5782 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 812 AND 814 NORTH WALNUT STREET (MWWF LLC, OWNERS; AND BARRY FONTAINE, REPRESENTATIVE); PROVIDING FOR A REPEALER.

**ORD 5782  
ZONE CHANGE  
(812 & 814 N. WALNUT)**

No citizens appeared before the City Council to discuss Ordinance 5782.

The Public Hearing was closed.

Ordinance 5780

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE, §241.001, ET. SEQ.; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**ORD 5780  
JOINT AIRPORT  
ZONING BOARD  
(TABLED)**

Council Member Smith verified that Sherman has about 3,100 acres in the ETJ, that would be governed by the Joint Airport Zoning Board. Mr. Roether said Pottsboro has very little of the land in their City limits, and Denison has most of the land in the ETJ to the north.

Council Member Smith verified that each City on the Board would have two members and Grayson County would have three members, with a total of nine Board Members. The Board itself will decide on a Chairman.

Mr. Roether said the purpose of the Joint Airport Zoning Board is to establish the criteria and get it in place as law. After that, the Board basically becomes inactive as far as hearing cases.

Council Member Smith asked if it was the Joint Airport Zoning Board that would determine the zoning for Sherman's ETJ, Denison's ETJ and inside their City limits, and whatever property Pottsboro has. Mr. Roether said the criteria would be the same for all the property. There is a core area just off the ends of the runway that would be zoned at one level and the zoning would go down as you move farther away from the Airport.

Council Member Smith reiterated that Sherman would have two voices out of nine to determine what happens in their 3,100 acres of ETJ. Mr. Roether confirmed that is correct.

## COUNCIL MINUTES – JULY 15, 2013

Council Member Plyler referenced the Local Government Code, section 241, which says the Airport zoning regulations must provide for the administration enforcement of the regulations by an administrative agency. Section 241.020 says that Airport zoning regulations may require that a permit be obtained before a new structure is constructed or an existing structure is substantially changed. He said it appears that it is establishing a new building authority on the Airport site.

Mr. Shahan said the organization was set up where, if the request is in the City limits of Sherman, Denison, or Pottsboro, it would be heard by their Planning and Zoning Board. If the request was not approved, it would be appealed to their City Council. He said there is no creation of a new Zoning Board. Each City would use their existing Zoning Board.

Council Member Plyler read Section 241.902 which said “if an airport compatible land use zoning regulation conflicts with any other regulation applicable to the same area, the airport compatible land use zoning regulation controls.” Mr. Roether said that is correct.

Council Member Plyler asked why it would then come back to Sherman’s Planning and Zoning Commission. Mr. Roether reiterated that, ultimately an appeal could go to the judicial system. Council Member Plyler verified that there are no administrative agency permits issued. Mr. Roether said the administration would all go through the existing organization for each City or for the County.

Council Member Plyler also addressed Section 241.014 which states that the Joint Airport Zoning Board “must consist of two members appointed by each of the political subdivisions.” He asked why Grayson County has three members. Mr. Shahan said they spoke with the attorney and it was allowed, so that’s how it was set-up.

Deputy Mayor Howeth questioned why acreage didn’t matter and the City of Sherman only got two representatives. Mr. Roether said one of the County representatives is a Sherman resident. Mr. Shahan said the County has the majority of property in the unincorporated ETJs.

Mayor Wacker tried to clarify that the regulations had not been developed yet, but Mr. Shahan said they do have a draft. He added that the Board will vote and take it to a public hearing.

Council Member Plyler verified that the copy the City Council currently has is the State statute and not a draft of the proposed regulations. Council Member Smith said he did not have enough information to make a decision. He added that he didn’t know if the City Council opts out of the Airport Zoning Board, if that Board would still decide what to

**COUNCIL MINUTES – JULY 15, 2013**

do with Sherman's property. He also said he would like to see a draft of the regulations.

Mr. Olson said the staff would get some information before the item is placed on the agenda again.

**ACTION TAKEN.**

Motion by Council Member Smith to table Ordinance No. 5780. Second by Council Member Sofey.  
VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.  
VOTING NAY: None.  
MOTION CARRIED TO TABLE.

**Ordinance 5781**

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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 817 NORTH TRAVIS STREET (MWWF LLC, OWNERS; AND BARRY FONTAINE, REPRESENTATIVE); PROVIDING FOR A REPEALER.

**ORD 5781  
ZONE CHANGE  
(817 N. TRAVIS)**

**Ordinance 5782**

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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 812 AND 814 NORTH WALNUT STREET (MWWF LLC, OWNERS; AND BARRY FONTAINE, REPRESENTATIVE); PROVIDING FOR A REPEALER.

**ORD 5782  
ZONE CHANGE  
(812 & 814 N. WALNUT)**

Council Member Smith said he owned property next door to one of the requests and would be abstaining.

**ACTION TAKEN.**

Motion by Council Member Sofey to approve Ordinance Nos. 5781 and 5782, as presented. Second by Deputy Mayor Howeth.  
VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.  
VOTING NAY: None.  
ABSTAIN: Smith.  
MOTION CARRIED.

**CONSENT AGENDA**

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

**CONSENT AGENDA**

**RESOLUTIONS**

**RESOLUTION NO. 5780 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO XTO ENERGY, INC. FOR THE CONSTRUCTION OF A 4.5" OIL FLOWLINE IN THE STREET RIGHT OF WAY OF CANYON GROVE ROAD WITHIN THE CITY OF SHERMAN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**

**RES 5780  
ENCROACHMENT FOR  
OIL FLOWLINE  
(CANYON GROVE RD)**

SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO XTO ENERGY, INC. FOR THE CONSTRUCTION OF A 4.5" OIL FLOWLINE IN THE STREET RIGHT OF WAY OF CANYON GROVE ROAD WITHIN THE CITY OF SHERMAN.  
CONSENT AGENDA.

RESOLUTION NO. 5781 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO THE QUINTIN LITTLE COMPANY, INC. FOR THE CONSTRUCTION OF A 4" POLY GAS GATHERING LINE ENCASED IN STEEL CONDUIT WITHIN A 20' DRAINAGE AND UTILITY EASEMENT ON LOT 4, BLOCK 1 OF THE CRESCENT OAKS PLAZA ADDITION TO THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO THE QUINTIN LITTLE COMPANY, INC. FOR THE CONSTRUCTION OF A 4" POLY GAS GATHERING LINE ENCASED IN STEEL CONDUIT WITHIN A 20' DRAINAGE AND UTILITY EASEMENT ON LOT 4, BLOCK 1 OF THE CRESCENT OAKS PLAZA ADDITION TO THE CITY OF SHERMAN.  
CONSENT AGENDA.

RES 5781  
ENCROACHMENT FOR  
GAS LINE  
(CRESCENT OAKS  
PLAZA ADDITION)

RESOLUTION NO. 5782 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO RONALD LYNN FRANKLIN FOR THE CONSTRUCTION OF A SIDEWALK WITHIN THE STREET RIGHT-OF-WAY ON LOT 3, BLOCK 1, NORTHWEST HEIGHTS 3<sup>RD</sup> ADDITION, WITHIN THE CITY OF SHERMAN (1729 N. HIGHLAND AVENUE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO RONALD LYNN FRANKLIN FOR THE CONSTRUCTION OF A SIDEWALK WITHIN THE STREET RIGHT-OF-WAY ON LOT 3, BLOCK 1, NORTHWEST HEIGHTS 3<sup>RD</sup> ADDITION, WITHIN THE CITY OF SHERMAN (1729 N. HIGHLAND AVENUE).  
CONSENT AGENDA.

RES 5782  
ENCROACHMENT  
FOR SIDEWALK  
(1729 N. HIGHLAND)

RESOLUTION NO. 5783 -- AUTHORIZING EXECUTION OF A CONTRACT WITH GARLAND/DBS, INC. FOR ROOF AND GUTTER REPAIRS TO THE KIDD-KEY AUDITORIUM/ MUNICIPAL BUILDING THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH GARLAND/DBS, INC. FOR ROOF AND GUTTER REPAIRS TO THE KIDD-KEY AUDITORIUM/ MUNICIPAL BUILDING THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.  
CONSENT AGENDA.

RES 5783  
ROOF & GUTTER  
REPAIRS FOR  
KIDD-KEY &  
MUNICIPAL BLDG

RESOLUTION NO. 5784 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH JERRY PAUL HIGGINS, LTD. FOR INSTALLATION OF THE EAST BAR SCREEN REPLACEMENT EQUIPMENT AT

RES 5784  
BAR SCREEN  
REPLACEMENT



THE WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH JERRY PAUL HIGGINS, LTD. FOR INSTALLATION OF THE EAST BAR SCREEN REPLACEMENT EQUIPMENT AT THE WASTEWATER TREATMENT PLANT.

CONSENT AGENDA.

PAYMENT APPROVAL

STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; ADVANCE FUNDING FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH (RECONSTRUCTION OF THE NORTHBOUND FRONTAGE ROAD OF US 75 AT LOY LAKE); \$1,300,000.00

Mayor Wacker said the project is moving forward on schedule and should begin in September.

PAYMENT APPROVAL  
RECONSTRUCTION  
OF U.S. HWY 75  
FRONTAGE ROAD  
AT LOY LAKE RD

The payment approval is for payment of \$1,300,000 to the Texas Department of Transportation for the reconstruction of the northbound Frontage Road of U.S. Hwy 75 at Loy Lake Road. The project is through TxDOT under their Advance Funding for Voluntary Local Government Contributions to Transportation Improvement Projects and does not require a City match. Funds are anticipated to be placed in escrow by the developer.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve payment of \$1,300,000 to the Texas Department of Transportation under an Advance Funding Agreement, for the reconstruction of the northbound Frontage Road of U.S. Hwy 75 at Loy Lake Road, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD CHAIRMAN DEAN GILBERT, JR. AND SEDCO PRESIDENT SCOTT CONNELL

Scott Connell, President, Sherman Economic Development Corporation, presented their Quarterly Progress Report.

SEDCO QUARTERLY  
REPORT

Mr. Connell said SEDCO has had a successful quarter. New projects include Texas Turbines, with 27 new high-paying jobs, with an \$81,000 incentive; Texas Instruments had two projects, the Warehouse Project with a \$300 million investment over the next five years, and the Modernization Project with \$18 million in new equipment and a \$950,000 incentive over the next couple of years; 903 Brewers, the first entrepreneurship project that SEDCO has done, with

## COUNCIL MINUTES – JULY 15, 2013

two jobs and \$125,000 investment, and a \$7,500 promotional agreement to reimburse them for promotion of the project; and Tyson Fresh Meats, as a State Enterprise Zone Project, with an \$11 million investment and 75 jobs, \$460,000 incentive.

Mr. Connell said SEDCO is legally limited on how a retail business can be assisted, however they are creating a framework where they are benefiting not just the project, but a larger picture issue.

Brookshire Grocery Company's project is for 80 jobs, full and part-time, and an \$8 million investment. The agreement is to reimburse for water and sewer infrastructure, up to \$160,000, which is 2% of the project cost.

He said they have had a great year with the existing industry with these employers reinvesting and hiring in the market. The Texas Instruments project is \$330,585,000 in investment, 111 new jobs, and 1,669 retained jobs. Retained jobs are the numbers that the company has committed to in their agreement, to retain.

Mr. Connell said in the targeted industries there are four companies, Eco Green Recycling, Texas Turbines, 903 Brewers, and Brookshire Grocery, with a capital investment of \$8,125,000 and 174 new jobs.

He thanked these companies for their commitment and investment in the community.

SEDCO has continued to invest in website tools and marketing efforts that allow the kind of activity that they are seeing now. They also have websites that list real estate properties and market data. He felt these websites include a lot of good information and are great marketing tools for SEDCO and for other brokers. Mr. Connell said SEDCO has responded to 53 active client requests for proposals.

SEDCO will continue to reinvest in their assets and will make sure Progress Park continues to be a great place to invest. The Master Plan is also underway to outline various investments such as road improvements and utility improvements. They are also looking at new marketing materials to show how companies can establish themselves in the properties.

SEDCO has worked with the City to look at effluent reuse systems that could expand the water capacity to serve the industries.

Mr. Connell thanked the City Council and staff for working with them, saying it was a partnership.

Mayor Wacker said the Council is very pleased about the activity. There have been some "tough" budget years and

when these expansions come on the tax rolls it will be critical for the City successfully moving forward.

Dean Gilbert, Jr., SEDCO Chairman, said Sherman is very lucky to have Mr. Connell. Whenever a project comes around and it is being considered, we can rest assured that he has Sherman's "hat in the ring." He has responded to many requests for proposals and Mr. Gilbert said the Board is excited to see Texas Instruments and Tyson make substantial investments.

RECEIVE PRESENTATION FROM GRAYSON COUNTY CLERK WILMA BUSH ON PROPOSED GRAYSON COUNTY VOTING CENTERS

GRAYSON COUNTY  
VOTING CENTERS

Wilma Bush, Grayson County Clerk, said in 2006 Congress passed the Help America Vote Act which introduced electronic voting. The two main requirements are that each polling site must have an ADA compliant voting machine and a real-time Statewide Voter Registration List.

The Election Code outlines the requirements for Vote Centers, which is Grayson County's next step in the project. Because of population, Grayson County is required to have five Early Voting sites. A Vote Center will allow a voter to vote on Election Day at any of the Vote Centers in Grayson County instead of voting at their precinct specific polling place. This is already being done for Early Voting.

Since Grayson County has met both requirements, with electronic voting machines and the electronic poll books, and has formed an advisory committee and held a public hearing, they are ready to move forward with Vote Centers.

Deana Patterson, Grayson County Elections Clerk, briefed the City Council on Vote Centers, adding that the proposal will be submitted to the Texas Secretary of State's Office and should be approved by the end of August 2013. They have developed an extensive communication plan to make sure that every Grayson County voter is aware of the change to Vote Centers, if it is approved.

Vote Centers already exist in numerous counties throughout Texas and make it very convenient for voters to go to any site that is open on Election Day.

Ms. Patterson said they visited all current polling sites and all potential Vote Centers and some additional potential sites. They reviewed familiarity to voters, ease of access, and space requirements. It was important that each site accommodate both large and small Elections. The sites selected are centrally located and will accommodate all Grayson County voters in all parts of the County.

Voter turnout varies greatly with the items that are on the ballot, from heavily voted Presidential Elections to small turn-outs for the Amendment Elections. In the 2012

## COUNCIL MINUTES – JULY 15, 2013

Presidential Election, over 42,000 Grayson County voters cast their ballot and of that amount, 24,000 voted during Early Voting. Five Early Voting sites were open during the Election. Ms. Patterson felt that trend would continue because of the convenience and the availability of voting sites.

She added that several technical requirements have been addressed for the Vote Centers including Mobile Hotspot Internet Access for wireless access for real-time voter verification. These Mobile Hotspots have already been used for Early Voting for a number of years. Ms. Patterson said they are also expanding on staff for these Vote Centers.

The recommendation that was approved by the Commissioner's Court was to establish 22 Vote Centers in Grayson County. There are currently 36 polling locations. There will be five sites in Sherman, four sites in Denison, and 13 rural sites.

Council Member Smith verified that he would be able to vote at any of the Vote Centers in Grayson County during Early Voting or on Election Day. Mayor Wacker verified that five locations would be open during Early Voting, located in Sherman, Denison, Whitesboro, Van Alstyne, and Pottsboro. The 22 Vote Centers will be open on Election Day and any Grayson County voter can vote at any site.

Mayor Wacker asked if five sites would be adequate for Sherman with the trend of more people voting and the fact that they could vote at any site. Ms. Patterson listed the Vote Centers saying they were in convenient locations and could accommodate a large number of voting machines. She addressed the larger parking lots and better ADA compliance of the new sites.

Deputy Mayor Howeth asked if, once approved by the Secretary of State's Office, the sites would remain Vote Centers. She was concerned about changes in the Vote Centers for future Elections, which might confuse citizens. Ms. Patterson said they hoped to establish the utmost stability, however that would not preclude some changes as necessary. Ms. Bush said they also planned to establish signage at each Vote Center so it would be clearly marked for voters.

Ms. Bush said the proposal will be submitted to the Secretary of State's Office and they should notify the County whether or not they are approved by the end of August. If approved, it will be implemented for the November Election. Once a successful Election is held with Vote Centers, the County will not be required to ask for approval again.

Mayor Wacker reminded citizens that the next City Council Election will be held on November 5, 2013. Candidate filing

begins on Saturday, July 27 and continues through Monday, August 26. More information is available from the City Clerk's Office.

**CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF 63.757 ACRES OF LAND AT THE SOUTHWEST CORNER OF F.M. 1417 (HERITAGE PARKWAY) AND F.M. 691; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN**

**APPROVE  
ANNEXATION  
SCHEDULE  
(FM 1417 & FM 691)**

Mayor Wacker said the City has received a request for annexation and the Council should consider approval of the annexation schedule. The property being considered is 63.757 acres located at the Southwest Corner of F.M. 1417 and F.M. 691.

Mr. Olson said the annexation schedule will set the required public hearings for August 5, August 19, and September 9, 2013.

**ACTION TAKEN.**

Motion by Council Member Smith to approve the Annexation Scheduling Plan for the annexation of 63.757 acres of land located at the Southwest Corner of F.M. 1417 and F.M. 691, and to set public hearings for August 5, 2013; August 19, 2013; and September 9, 2013, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**REVIEW 2013-2014 DRAFT BUDGET**

**DRAFT BUDGET**

Mayor Wacker read the following statement: "This budget will raise more total property taxes than last year's budget by \$524,000 and 7.3%, and of that amount \$134,000 is revenue to be raised from new property to be added to the roll this year."

Robby Hefton, Assistant City Manager/CFO, explained that the Charter requires that a draft budget be submitted to the City Council within 50 days of the new fiscal year. The draft budget includes everything that was discussed at the Budget Workshop. It leaves staffing levels at the current level of 408, and it implements all of the requested changes in fees and fines, including those for utility rates and taxes.

The total budget is about \$59.6 million, which is a little lower than last year, due to capital spending. For 2014, it also maintains the fund balances at the targeted level of 70 to 80 days.

Mr. Hefton proposed that the staff bring the draft budget back in ordinance form at the next couple of City Council

Meetings for consideration. The actual schedule for meetings for the budget and tax rate will be discussed in the next agenda item.

**DISCUSSION OF THE PROPOSED TAX RATE FOR FISCAL YEAR 2013-2014 AND SCHEDULING PUBLIC HEARINGS FOR THE BUDGET AND PROPOSED TAX RATE**

**PROPOSED TAX RATE  
SET PUBLIC  
HEARINGS**

Mayor Wacker said the introduction and first public hearing of the budget ordinance will be held on August 5, 2013; the second public hearing and adoption of the budget ordinance and the introduction and first public hearing on the tax rate ordinance will be held on August 19, 2013; the second public hearing on the tax rate ordinance will be held on September 3, 2013; and the adoption of the tax rate ordinance will be September 16, 2013.

She thanked the Council and staff for an excellent Budget Workshop, adding there was a lot of hard work and a lot accomplished to keep the City going for the next year.

**ACTION TAKEN.**

Motion by Council Member Plyler to propose a tax rate of thirty-three and one-half cents per hundred valuation for the upcoming budget year and to set public hearings on this proposal, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**CONSIDER REQUEST OF UNITED WAY OF GRAYSON COUNTY TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "UNITED WAY HUSTLE FOR HEALTH" ON SATURDAY, AUGUST 24, 2013**

**CLOSE STREETS  
FOR UNITED WAY  
HUSTLE FOR HEALTH**

The City Council approved the request of United Way of Grayson County to temporarily close certain streets for the "United Way Hustle for Health" on August 24, 2013. The event will require traffic control assistance, barricades, and cones.

CONSENT AGENDA.

**REPLAT APPROVAL OF MOZELE PLAZA, A REPLAT OF MOZELE PLAZA AND PART OF LOT 4, BLOCK 22 OF THE B.H. MOORE HEIRS ADDITION**

**APPROVE REPLAT  
MOZELE PLAZA**

The City Council approved the Replat of Mozele Plaza, a Replat of Mozele Plaza and part of Lot 4, Block 22 of the B.H. Moore Heirs Addition. The property is located at 1205 S. Sam Rayburn Freeway and 1202 S. Austin Street, between Middleton and Dulin Streets. The owner would like to replat the property into one lot for commercial development.

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

CONSENT AGENDA.

**CITIZENS REQUESTS**

**PROPOSALS FOR PROPERTY**

Adnan Knaish, 604 S. Sam Rayburn, said he came to Sherman last year and purchased the property listed above. He is trying to do something with the property and has “hit a brick wall” every time. He has presented several proposals to the staff.

Mr. Knaish said it is an existing building, but the meter has been removed. He spoke with the electric company and they have no objection. The power line comes two feet from the building to the lighted billboard that is located on the property. There are also two businesses located next door to his property.

He explained that he is trying to “do anything” with the property and all he gets from the City is “no.” The building has been there since approximately 1967. Mr. Knaish said he wants to do something with the building.

Council Member Smith verified that the property is located in the floodplain. Mr. Knaish said it flooded in 2007 and the owner did not rehabilitate it at that time.

He added that there are several businesses next to the property including a billboard with an electric meter, which is located on his property. He said as a minimum, he would like to get service to the existing building, and would like to have a business in the building.

Mayor Wacker directed Mr. Knaish back to the City staff to work within the framework of the ordinance and floodplain controls in that area. She added that if there is anything they can do, she is sure they will.

Mr. Knaish said he has tried working with the staff and they say no. He was asked to do a plan, and they would not look at it.

Mayor Wacker asked him to continue to work with the staff for any further discussion needed.

**MEDIA QUESTIONS**

There were no media questions.

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

**KEEP SHERMAN BEAUTIFUL COMMISSION (6)**

Council Members considered an application for appointment to the Keep Sherman Beautiful Commission.

**SUBSTANDARD STRUCTURE COMMISSION (5)**

Council Members considered an application for appointment to the proposed Substandard Structure Commission.

**PROPOSALS FOR  
PROPERTY**

**(604 S. SAM RAYBURN)**

**MEDIA QUESTIONS**

**KEEP SHERMAN  
BEAUTIFUL  
COMMISSION**

**SUBSTANDARD  
STRUCTURE  
COMMISSION**

**ACTION TAKEN.**

Motion by Council Member Smith to appoint Michael Deen to the Keep Sherman Beautiful Commission for a term beginning and ending when the entire board is appointed, and to appoint Jared Tredway to the Substandard Structure Commission for a term beginning and ending with a period to be determined, pending passage by the City Council, of the Substandard Structure Ordinance. Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**COUNCIL COMMENTS**

**LIGHTS ON THE LAKE**

Council Member Plyler thanked the City staff for their hard work with Lights on the Lake. He said it was a great event this year.

LIGHTS ON THE LAKE

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION**

Council Member Plyler and Council Member Johnson congratulated great quarter, adding that they are doing a great job. SEDCO for their

SEDCO

**HAPPY BIRTHDAY**

Council Member Plyler also wished Deputy Mayor Howeth and Mr. Olson a happy birthday.

HAPPY BIRTHDAY

**ANNOUNCEMENTS**

Mayor Wacker announced the following:

- The Sherman Police Department is still taking applications for entry level patrol officers.
- Dino Days continues at the Sherman Museum.
- There are also two Hot Summer Nights concerts left in the season.
- The United Way Campaign “kicks off” on August 24, 2013, with the “Hustle for Health.” She said she and the Mayor of Denison are co-chairing the campaign this year and appreciated the efforts of the Grayson County community.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

SECTION 551.071

CONSULTATION WITH CITY  
ATTORNEY CONCERNING  
PENDING OR CONTEMPLATED



LITIGATION:  
RECEIVE THE CITY ATTORNEY'S  
BRIEFING ON PENDING  
LITIGATION

SECTION 551.074 PERSONNEL MATTERS  
CONSIDER THE  
QUALIFICATIONS,  
APPOINTMENT AND REMOVAL  
OF MEMBERS TO BOARDS AND  
COMMISSIONS:  
RED RIVER GROUNDWATER  
CONSERVATION DISTRICT  
BOARD OF DIRECTORS (1)

SECTION 551.087 DELIBERATION REGARDING  
ECONOMIC DEVELOPMENT  
NEGOTIATIONS  
DELIBERATE REGARDING  
COMMERCIAL OR FINANCIAL  
INFORMATION THAT THE CITY  
HAS RECEIVED FROM BUSINESS  
PROSPECTS AND DELIBERATE  
ANY OFFERS OR INCENTIVES TO  
THE BUSINESS PROSPECTS,  
INCLUDING THE FOLLOWING:  
PROJECT LIGHTNING

On Motion duly made and carried, the Open Meeting  
recessed and reconvened in Executive Session at 6:01 p.m.

On Motion duly made and carried, the Executive Session  
recessed at 6:34 p.m. and reconvened in Open Meeting.

**OPEN MEETING**

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

OPEN MEETING

Council Member Smith did not return to Regular Session.

**RED RIVER GROUNDWATER CONSERVATION DISTRICT  
BOARD OF DIRECTORS (1)**

**ACTION TAKEN.**

Motion by Council Member Johnson to reappoint David  
Gattis to the Red River Groundwater Conservation  
District Board of Directors for a term from August 31,  
2013 to August 31, 2017. Second by Council Member  
Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

RED RIVER  
GROUNDWATER  
CONSERVATION  
DISTRICT BOARD  
OF DIRECTORS

COUNCIL MINUTES – JULY 15, 2013

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:36 p.m.

ADJOURNMENT

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MAYOR

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CITY CLERK

**Sherman Economic Development Corporation**  
**Work Program 2012-2013**  
**Third Quarter Report**  
**Mission**

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

**A. Goal: Retain and Expand Existing Primary Employers**

- Maintain close relationships through regular contact with existing primary employers.
- Complete three (3) expansion projects with a total capital investment of \$50,000,000; 50 new jobs (\$15.00 median wage rate); 200 retained jobs

**Five projects, capital investment \$330,585,000; 111 new jobs, 1,669 retained jobs:**

- **Presco Polymers**
- **US Aviation Group**
- **Consolidated Container**
- **Texas Instruments**
- **Tyson Fresh Meats**

Key Actions:

1. *Initiated Business Retention/Expansion program.*
2. *Hosting quarterly Plant Managers Forums.*

**B. Goal: Recruit Targeted National and International Primary Employers**

- Recruit targeted national and International primary employers.
- Attract 3 new primary employers with a total capital investment of \$40,000,000; 100 new jobs (\$15.00 median wage rate)

**Four projects, capital investment \$8,125,000, 174 new jobs:**

- **Eco Green Recycling**
- **Texas Turbines**
- **903 Brewers**
- **Brookshire Grocery**

Key Actions:

1. *Participated in the Team Texas Site Consultant Forum and made direct presentations to nine consultants. Attended IAMC conference for corporate real estate executives. Participated in a recruitment mission with the DFW Marketing team to California and Texas One to New York. Staff also used the trips to provide follow up meetings for specific recruitment projects.*
2. *Regularly updating and increasing the number of property listings on [www.ShermanSites.com](http://www.ShermanSites.com) with a focus on industrial and commercial buildings.*
3. *Participated with Oncor Electric Deliver at Plastec West trade show in Anaheim, CA for the medical device, plastic processing, packaging, and electronics industries.*



# Sherman Economic Development Corporation

## Work Program 2012-2013

### Third Quarter Report

#### Mission

Grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.

4. Launched the marketing campaign "Sherman Works" that provides a broad base of opportunities to promote existing industries, key target industries, Progress Park, transportation and quality of life. Ads have been placed in national economic development magazines and regional business magazines addressing food processing, advanced manufacturing, back office processing/contact centers, and the local workforce.
5. Launched a new website [www.ShermanHeadlight.com](http://www.ShermanHeadlight.com) that expands the amount of market data available online for the Sherman-Denison Metropolitan Area. The service allows the user to find population demographics, workforce, income, wages and industry data in very detailed segments presented in very attractive and easy to use graphs. Sherman Headlight will be a key element for SEDCO in marketing the community.
6. SEDCO submitted detailed proposals for 53 clients through the Third Quarter 2012-13.

#### C. Goal: Recruit Large Water User Industries

- Enhance the recruitment strategy to attract industries with large water usage.
- Recruit 2 primary employers with water usage of at least 700,000 gallons per day.

##### Key Actions:

1. Developed new advertising to target attraction of food and beverage industries.
2. Staff actively markets the MEMC building to all appropriate clients with the assistance of the real estate brokers. It is identified as a signature available property in Sherman.
3. SEDCO worked with City staff and private engineers to study the cost and potential designs for a Wastewater Treatment Plant Re-use water system for Progress Park.
4. Availability of water is a component of the Sherman Works advertisement campaign.

#### D. Goal: Target Dallas Area Businesses for Expansion/Relocation

- Expand the strategy to attract three (3) Dallas area businesses with capital investment of \$10,000,000, 40 jobs (\$15 average wage rate)

##### Key Actions:

1. Regular meetings with Dallas-Fort Worth real estate representatives resulting in several active clients.
2. Responded to regular requests for market data.
3. Participated in North Texas Commercial Association of Realtors Expo in Dallas to promote Sherman and local commercial properties. Registered for fall 2013 event.

#### E. Goal: Establish Sherman as a Retail Market Center

- Expand the strategy to attract three (3) Retail or Commercial businesses to Sherman with capital investment of \$5,000,000; 40 jobs



**Sherman Economic Development Corporation**  
**Work Program 2012-2013**  
**Third Quarter Report**  
**Mission**

Grow and diversify the economy of Sherman and the surrounding area  
through the addition of new jobs and investment of primary employers.

**One project, capital investment \$8 million, 80 jobs:**

- **Brookshire Grocery Company**

Key Actions:

1. Improved [www.ShermanSites.com](http://www.ShermanSites.com) with available retail sites and buildings.
2. Promoting [www.ShermanSites.com](http://www.ShermanSites.com) to commercial real estate community representing retail clients.
3. Developed an incentive policy for retail businesses focused on infrastructure assistance for projects over \$8 million – attracted Brookshire Grocery.
4. New [www.ShermanHeadlight.com](http://www.ShermanHeadlight.com) provides key data points updated annually for retailers considering Sherman for investment.

**F. Goal: Manage SEDCO Real Estate to Attract Business Investment**

- Develop, maintain and market Progress Park to attract primary employers that result in sale of 40 acres of property.
- **Master Plan process for Progress Park underway.**
- **Dorset Drive rail crossing upgraded to concrete structure.**
- **Repaired culvert and road bed for Progress drive near Panda Power site.**

Key Actions:

1. Developed new advertisements for Progress Park as part of the “Sherman Works” campaign.
2. Committed to upgrade rail crossing at Howe Drive to concrete materials and working with BNSF Railroad for project timing.
3. SEDCO developed detailed data sheets for Progress Park I, II, III, IV and V sites including water and sewer lines, electricity, natural gas liens and telecom/fiber lines. Re-branding Progress park to include 3,300 acres of SEDCO property and surrounding development including all major industry in vicinity.
4. Contracted for new online 3-D animation brochure for all of re-branded Progress Park area. Expected to be complete in fourth quarter.

**G. Goal: Invest in Projects that Enhance Sherman Quality of Place**

- Identify and participate in the funding of community projects that will create an investment environment for attracting primary employers and other businesses.
- **Agreement in place for new US Hwy 75 exit ramp at FM 1417 in 2013**
- **Participated with City on study for wastewater effluent re-use system**

**Sherman Economic Development Corporation**  
**Work Program 2012-2013**  
**Third Quarter Report**

**Mission**

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

**Key Actions:**

1. *SEDCO working with the City staff regarding the funding of multiple infrastructure projects in Sherman.*
2. *Progress Park Master Plan process underway and will offer recommendations for infrastructure investments.*
3. *Provided funding for the City's GIS mapping system.*
4. *SEDCO continues to pay the debt service on US 75 utility installation project.*
5. *Staff actively promotes US 75, US 82 and SH 289 corridors near utility investments.*

**H. Goal: Raise Sherman profile in local, state, national, and international markets**

- Improve and enhance positive awareness of Sherman and its assets.

**Key Actions:**

1. *SEDCO staff works closely with various City staff members on a weekly basis.*
2. *SEDCO staff regularly works with local and state agencies and organizations on client projects and issues of regional significance including Center for Workplace Learning, regional branding, Sherman Education Foundation, etc.*
3. *SEDCO staff participate in state and national economic development organizations and industry associations.*
4. *SEDCO presents monthly reports to Council after each SEDCO Board meeting addressing specific actions taken at the meeting.*





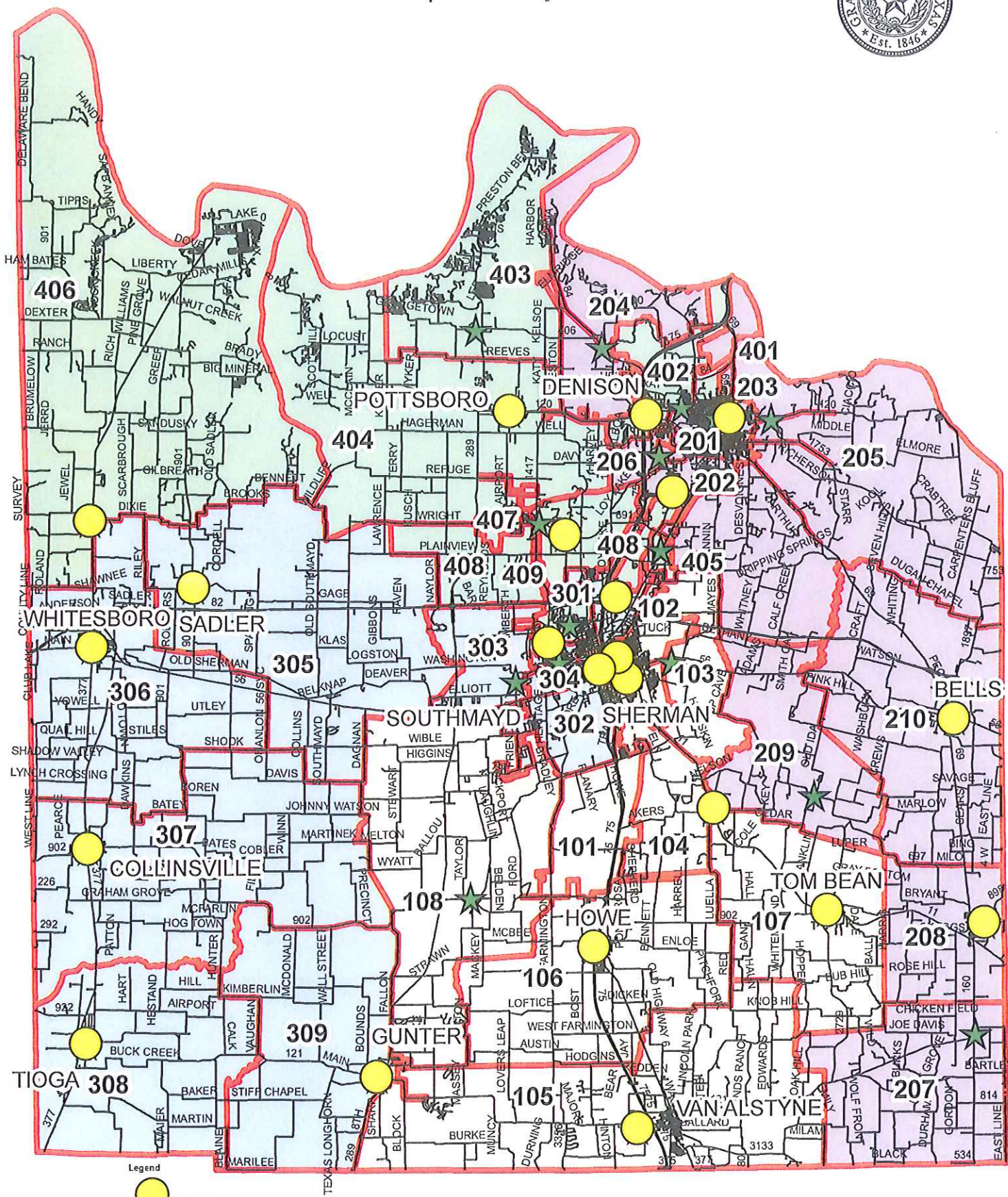
## GRAYSON COUNTY ELECTION DAY VOTE CENTERS PROPOSAL JULY 2013 (Vote Centers Highlighted in Yellow)

| <u>Precinct #</u> | <u>Polling Site</u>                         | <u>Location</u>                       |
|-------------------|---------------------------------------------|---------------------------------------|
| 101               | East Sherman Baptist Church                 | 910 E. King, Sherman                  |
| 102               | United Way of Grayson County                | 713 E. Brockett, Sherman              |
| 103               | Victory Baptist Church                      | 2949 E. Lamar, Sherman                |
| 104               | Luella First Baptist Church                 | 3162 Hwy. 11, Sherman                 |
| 105               | Grayson College-Van Alstyne Campus          | 1455 W. Van Alstyne Pkwy, Van Alstyne |
| 106               | Howe Community Center                       | 700 W. Hanning, Howe                  |
| 107               | First National Bank-Tom Bean                | 109 S. Britton, Tom Bean              |
| 108               | Dorchester Baptist Church                   | 11831 FM 902, Dorchester              |
| 201               | Waples Methodist Church                     | 830 W. Main, Denison                  |
| 202               | Southside Baptist Church                    | 3500 S. Park, Denison                 |
| 203               | Grayson County Sub-Courthouse               | 101 W. Woodard, Denison               |
| 204               | Faith Assembly of God Church                | 5019 FM 84, Denison                   |
| 205               | Oak Ridge South Gale Water Building         | 382 E FM 120, Denison                 |
| 206               | Hyde Park Presbyterian Church               | 1708 Hyde Park Ave., Denison          |
| 207               | Bethel Baptist Church                       | 3072 S. Hwy 160, Whitewright          |
| 208               | Whitewright City Hall                       | 206 W. Grand, Whitewright             |
| 209               | Ida Baptist Church                          | 7056 FM 697, Sherman                  |
| 210               | Bells City Hall                             | 203 S. Broadway, Bells                |
| 301               | Texoma Council of Governments               | 1117 Gallagher Drive, Sherman         |
| 302               | First United Methodist Church               | 401 N. Elm, Sherman                   |
| 303               | Friendship Methodist Church                 | 293 N. Friendship Rd., Sherman        |
| 304               | West Sherman Baptist Church                 | 1830 W. Washington, Sherman           |
| 305               | Sadler Community Building                   | 105 N. Main, Sadler                   |
| 306               | Whitesboro City Hall                        | 111 W. Main, Whitesboro               |
| 307               | Collinsville Community Building             | 117 N. Main, Collinsville             |
| 308               | Tioga City Hall                             | 600 Main, Tioga                       |
| 309               | Gunter Community Center                     | 104 N. 4th St., Gunter                |
| 401               | First Baptist Church, Christian Life Center | 601 W. Woodard, Denison               |
| 402               | Emmanuel Baptist Church                     | 1900 Juanita Dr., Denison             |
| 403               | Georgetown Baptist Church                   | 207 W. Georgetown Rd., Pottsboro      |
| 404               | Pottsboro ISD Administration Building       | 105 Cardinal Lane, Pottsboro          |
| 405               | Salvation Army Building                     | 5700 Texoma Pkwy, Sherman             |
| 406               | Don's BBQ                                   | 21852 Hwy. 377 N., Whitesboro         |
| 407               | Joshua's Crossing                           | 7201 Hwy 691, Denison                 |
| 408               | Grayson College – Denison Campus            | 6101 Grayson Dr., Denison             |
| 409               | North Park Baptist Church                   | 2605 Rex Cruse, Sherman               |
| NEW               | Parkside Baptist Church                     | 301 N. Lillis Lane, Denison           |
| NEW               | Faith Church                                | 1800 W. Taylor, Sherman               |
| NEW               | Municipal Building                          | 405 N. Rusk, Sherman                  |

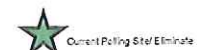
(Proposed Vote Centers are designated with yellow circles on the map.)



# Grayson County Vote Center Proposal July 2013



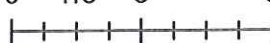
Legend



Commissioner Precincts



0 1.5 3 6 Miles

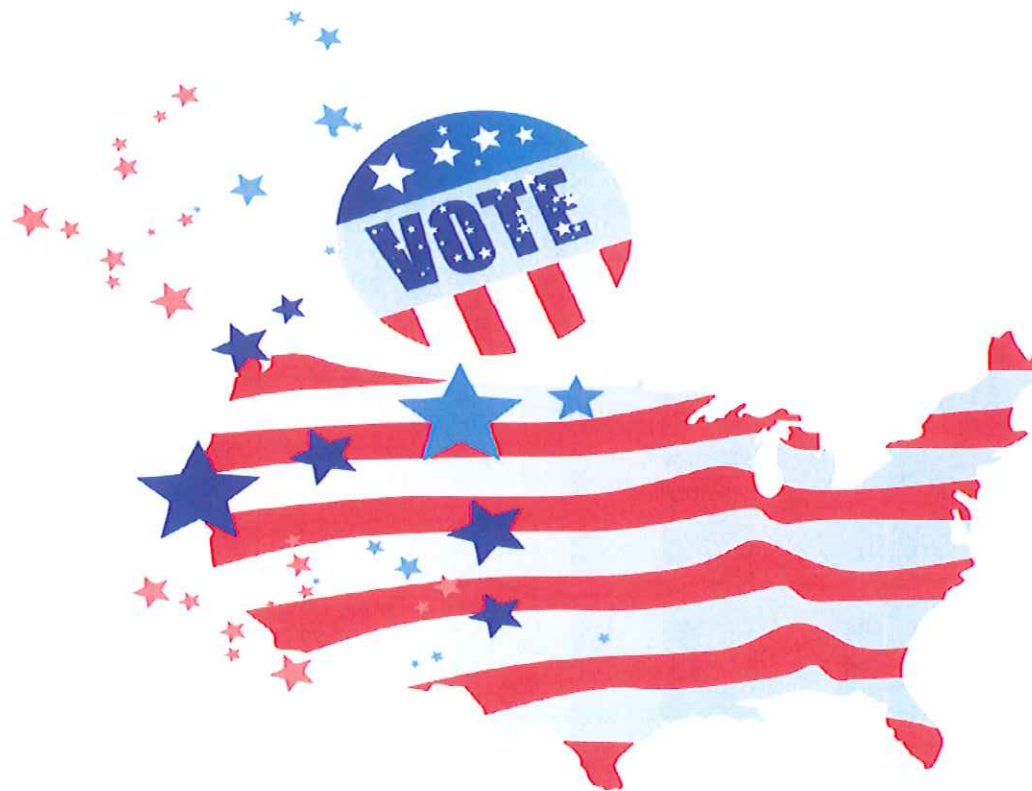


Date: 7/2/2013

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes, and is intended for general information purposes only. It does not represent an on-the-ground survey and represents only approximate relative location of the property boundaries. All data provided represents current information as of the date shown and is believed to be accurate, but the accuracy is not warranted.



# GRAYSON COUNTY VOTE CENTER PROPOSAL



# Traditional Election Day Polling Sites vs. Vote Centers

## Traditional

Current sites  
accommodate one  
precinct each

Voters have only one  
site where they are  
eligible to vote

## Vote Centers

Polling sites  
accommodate all  
precincts-just like Early  
Voting

Grayson County voters  
can vote at any site

# Vote Center Background

- Pilot program began 2006-Lubbock Co.; very limited
- Program has been expanded in each Legislative Session since 2006 and is now permanent
- 2013 Legislation expanded availability to all elections administered by Counties
- Once a successful election is administered by a county no further application is required



# Vote Center Requirements

1. Exclusive use of direct recording electronic (DRE) voting systems at polling places
2. Computerized voter registration list that allows instantaneous verification that a voter has not already voted
3. Public hearing must be held to inform and solicit opinions from voters, minority organizations and other interested parties

# Requirements Contd.

4. Commissioner's Court Approval
5. A transcript or recording of the public hearing must be submitted to the Secretary of State
6. Communication plan to inform voters
7. Methodology for placement of sites
8. Secretary of State approval is required
9. Develop plan with local political subdivisions regarding joint elections
10. Post-election report filed with legislature



# Communication Plan

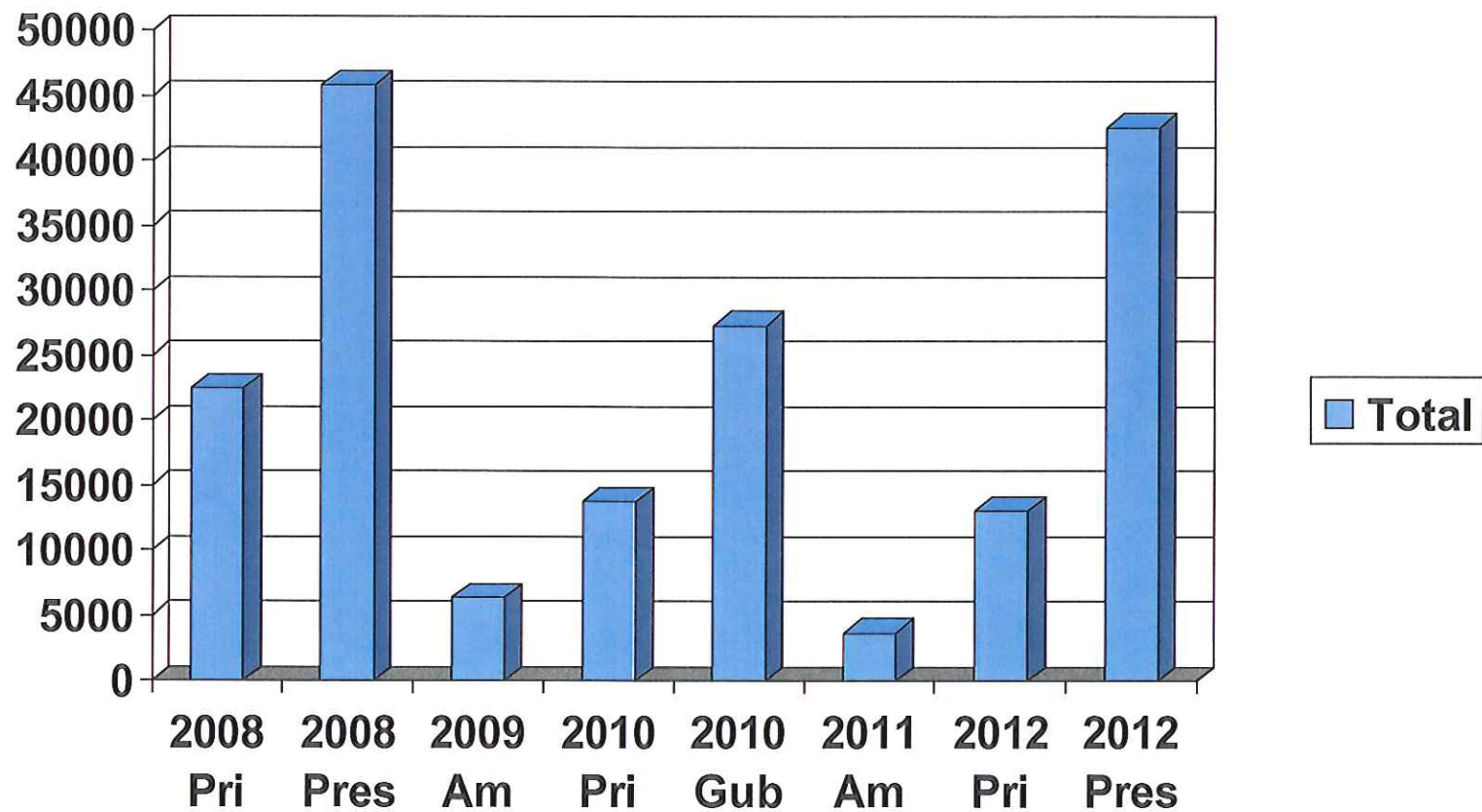
- Direct mail to Grayson County households with registered voters
  - Direct mail to city offices, city libraries, chambers of commerce
  - Notices distributed to local civic groups and community organizations
  - Phone lines dedicated to and staffed for voter questions and election worker questions
  - Notice on County website
  - Notice published in local newspapers
  - Radio/TV-Public service announcements
  - Post vote center locations at previous sites that will not be open
  - Post large banners at all vote centers
- Future: Text options  
Mobile App

# Criteria for Locations

1. Familiarity to Voters
  - A. Prior use as polling site
  - B. Familiarity within community
2. Ease of Access
  - A. Ground level entrance
  - B. Adequate Parking
  - C. ADA Compliance
  - D. Visibility
3. Space Requirements
  - A. Supports Voters
  - B. Supports equipment
  - C. Supports staffing



# Voter Turnout Comparison





# Technical Requirements for Vote Centers

- Wireless access for real-time voter verification
  - Mobile Hotspot Internet Access
    - Most secure
    - Allows access for multiple devices
- Adequate power for equipment
- Clerk trained to troubleshoot technical issues and interact with IT Dept.
- Written Backup Plan

# Staffing Standards for Vote Centers

- Supervisor Judge
- Alternate Judge or Co-Judge depending on type of election
- Clerk to serve as greeter
- Spanish speaking clerk
- Clerk for technical troubleshooting
- Additional clerks based on voter estimates
- Balanced party affiliation



# Site Recommendations

- Current-36
  - Voters have the choice of only one site on Election Day
- Proposed-22
  - Voters will have the choice of 22 sites on Election Day

# TIMELINE

- June 25-Advisory Committee Meeting
- July 9-Commissioner's Court Proposal
- July 24-Secretary of State submission deadline
- August 23-Final approval by Secretary of State
- November 5-Utilize Vote Centers for Constitutional Amendment Election



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. B. 1.**

**Meeting Date:** 08/05/2013

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** George Olson, City Manager

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**Caption:**

**PROCLAMATION**

"Underground Damage Prevention Day" – August 11, 2013

**Issue:**

To present a proclamation designating August 11, 2013 as "Underground Damage Prevention Day" in the City of Sherman

**Background:**

ATMOS Energy has requested that the City encourage all citizens to call 811 before they dig in order to prevent damage to underground lines. The one-call notification center will notify the appropriate underground facility operators of the intent to dig. Professional locators are then sent to the digging site to mark the locations of any undergrounds lines.

**Origination:**

The request originated with ATMOS Energy.

**Financial Consideration:**

There is no financial cost to the City of Sherman.

**Staff Recommendation:**

It is the staff's recommendation that the City Council present a proclamation designating August 11, 2013 as "Underground Damage Prevention Day " in the City of Sherman.

**Alternatives:**

The Council could choose not to present the proclamation.

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**Attachments**

**Underground Damage Prevention Day Proclamation**

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## Proclamation

**WHEREAS**, the leading cause of harm to underground facilities is excavation damage, and

**WHEREAS**, pipeline operators and other underground facility owners are committed to raising the awareness of underground damage prevention and safe digging practices and remind citizens that everyone has a responsibility to ensure their safety, and

**WHEREAS**, dedication to safe digging practices is helping prevent potentially serious or fatal injuries while keeping our environment clean and our utilities on without interruption, and

**WHEREAS**, the date of August 11 (8/11) corresponds to the nationwide one-call number, 811, which provides anyone planning to excavate, a simple, easy way to contact the state underground notification center, and

**WHEREAS**, once a call is made to the one-call notification center, the appropriate underground facility operators are notified of the person's intent to dig, and professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags, spray paint or both, and

**WHEREAS**, striking a single line can cause injury, repair costs, fires and inconvenient outages, and

**WHEREAS**, through the support of the pipeline industry, the first nationwide 811 Day media effort promoting the Call Before You Dig program will air ads during the week of August 11<sup>th</sup> and will encourage everyone to call 811 before digging, and

**WHEREAS**, the City of Sherman supports these efforts to promote underground damage prevention and safe digging practices.

**NOW THEREFORE**, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim August 11, 2013

### UNDERGROUND DAMAGE PREVENTION DAY

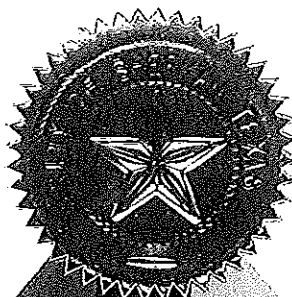
in the City of Sherman and urge all citizens to call 811 prior to any digging project to have the underground utility lines marked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 5<sup>th</sup> day of August, 2013.

ATTEST:

Sinda Ashby  
City Clerk

\_\_\_\_\_  
Mayor





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 1.**

**Meeting Date:** 08/05/2013

**Prepared By:** Brandon Shelby, City Attorney

**Approved By:** George Olson, City Manager

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**Caption:**

**PUBLIC HEARING**

Conduct the First Public Hearing Concerning the Annexation of 63.757 Acres of Land at the Southwest Corner of F.M. 1417/Heritage Parkway and F.M. 691 in the City of Sherman's Extra Territorial Jurisdiction

**Issue:**

To conduct the first public hearing concerning the annexation of 63.757 acres of land at the southwest corner of F.M. 1417/Heritage Parkway and F.M. 691 in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

**Background:**

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its July 15<sup>th</sup> meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing, a second public hearing for the August 19<sup>th</sup> regular Council meeting, and introduction and adoption of the Ordinance to annex the subject property at the September 9<sup>th</sup> called Council meeting. A cost/benefit summary is attached and is discussed further under "financial considerations" below.

**Origination:**

City Council

**Financial Consideration:**

The City would begin providing police, fire, streets and other services to the property upon annexation. Because the property is currently undeveloped, its impact on the City operations would be minimal. Also, this property is currently under an Agriculture Exemption, so the incremental property tax revenue would be nominal as such. The cost benefit summary attached shows the financial effects of annexation ranging from a net cost to the City of about \$185,000 over a 10 year period to a net benefit of about \$343,000, depending on the nature and timing of development. Generally speaking, residential developments do not reflect a benefit to the City from an annexation standpoint unless the proposed development proposes very high property values because the demand (and cost) for services in a high density area outweighs the benefits derived from the incremental property values.



**Staff Recommendation:**

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

**Alternatives:**

As directed by the City Council

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**Attachments**

Annexation Schedule

Facility Plan

Request Letter

Field Notes

Location Map

Cost-Benefit analysis

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## **ANNEXATION SCHEDULING PLAN**

### **Annexation of 63.757 acres at the Southwest corner of F.M. 1417 and F.M. 691**

|                                  |                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wednesday, July 24, 2013.....    | Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.           |
| Friday, July 26, 2013.....       | Post notice on City's website, newspaper and City Hall for City Council's 1 <sup>st</sup> Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper. |
| Thursday, August 1, 2013.....    | Post notice of 1 <sup>st</sup> Public Hearing under the Open Meetings Act.                                                                                                                                                                                                                                                                                                         |
| Monday, August 5, 2013.....      | City Council's 1 <sup>st</sup> Public Hearing on intent to annex and service plan.* (Regular Meeting)                                                                                                                                                                                                                                                                              |
| Friday, August 9, 2013.....      | Post notice on City's website, newspaper and City Hall for City Council's 2 <sup>nd</sup> Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.                                                                                                                                                                                              |
| Thursday, August 15, 2013.....   | Post notice of 2 <sup>nd</sup> Public Hearing under the Open Meetings Act.                                                                                                                                                                                                                                                                                                         |
| Monday, August 19, 2013.....     | City Council's 2 <sup>nd</sup> Public Hearing on intent to annex and service plan.* (Regular Council Meeting)                                                                                                                                                                                                                                                                      |
| Thursday, September 5, 2013..... | Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.**                                                                                                                                                                                    |
| Monday, September 9, 2013.....   | City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Called Council Meeting)**                                                                                                                                                                                                                                                     |

\* If more than twenty adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.

\*\* Special Called Meeting for introduction and consideration of adoption of annexation ordinance must be held after September 6, 2013 and before September 14, 2013 in order to comply with statutory requirements. Changing the date of introduction and consideration impacts the date notice must be published.

# **City of Sherman Municipal Service Plan FM 1417/Heritage Parkway and FM 691**

## **INTRODUCTION:**

The annexation is the site of 63.757 acres at the southwest corner of FM 1417/Heritage Parkway and FM 691 lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

## **MUNICIPAL SERVICES TO BE PROVIDED:**

**POLICE PROTECTION:** Provide police services to include patrol, response to calls for police assistance, as well as any other customary or necessary police services, from the effective date of annexation forward, using available personnel and equipment.

**FIRE PROTECTION:** Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

**SOLID WASTE:** The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

**STREETS AND BRIDGES:** All access points to FM 1417/Heritage Parkway and FM 691 shall meet City of Sherman and TxDOT requirements and may be limited to right-in / right-out. Extensions and/or realignment of FM 691 may be required. Future maintenance of FM 1417/Heritage Parkway and FM 691 shall be provided by the Texas Department of Transportation. Any future city streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

**PARKS:** No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

**CONSTRUCTION INSPECTIONS:** Building permits and inspection services will be available upon annexation.

**ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT:** Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

**ANIMAL CONTROL:** Animal control services will be provided by the City on the effective date of annexation.

**PLANNING AND ZONING:** The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A (Single Family Agricultural) District on the effective date of the annexation ordinance.

### **CAPITAL IMPROVEMENTS:**

**WATER SERVICE:** Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

**SEWER SERVICE:** Extensions of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. Use of lift stations and force mains may be required to serve some portions of this area. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

# GRAYSON COUNTY AIRPORT PARTNERS, LTD.

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12400 Preston Road, Suite 100  
Frisco, Texas 75033

Phone: 972-250-1263  
Facsimile: 972-335-1701

June 21, 2013

Mr. George Olson  
City of Sherman  
City Manager  
P.O. Box 1106  
Sherman, Texas 75091

RE: Annexation Request  
76 Acre Tract – Northwest Sherman

Dear Mr. Olson,

Grayson County Airport Partners, Ltd. is the owner of a 76 acre tract of land located at the southwest corner of FM 1417 and FM 691. Currently, a small portion of the property is located in the City of Sherman and the remaining property is located in Grayson County.

By way of this letter, we respectfully request that the 76 acre tract be annexed into the City of Sherman. I have attached a legal description to be used for the processing of this request. If there is anything else that I can provide or any additional information that you or the staff needs in this regard, please let me know.

Thank you and the City Counsel for your consideration of this request.

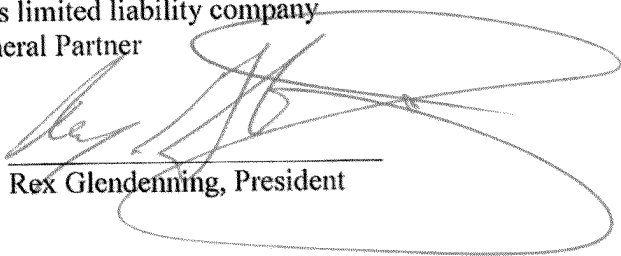
Sincerely,

Grayson County Airport Partners, Ltd.,  
a Texas limited partnership

By: Grayson County Airport GP, LLC,  
a Texas limited liability company  
its General Partner

By: One Longhorn Land I, L.P.,  
a Texas limited partnership,  
its Manager

By: One Longhorn Land, LLC,  
a Texas limited liability company  
its General Partner

By:   
Rex Glendenning, President

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**FIELD NOTES**  
**63.757 ACRES**

**SITUATED** in the County of Grayson, State of Texas, being a part of the S.C. Royal Survey, Abst. No. 1047 and being a part of the 76.913 acre tract of land conveyed from D.R. Cameron and Associates, Inc. to Grayson County Airport Partners, LTD on October 16, 2006 by Special Warranty Deed in Volume 4135, Page 513, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a 1/2 inch rebar found in the South line of a 0.99 acre tract conveyed to Grayson County (Texas) and at the most Northerly Northwest corner of said Grayson Co. Airport Partners 73.913 ac. and herein described tract;

**THENCE** South 87 deg. 47 min. 21 sec. East, with the South line of said Grayson County 0.99 ac. and a North line of said Grayson Co. Airport Partners 76.913 ac., a distance of 1821.72 ft. to a point at the Northeast corner of herein described tract and being North 87 deg. 47 min. 21 sec. West, 293.59 ft. from the Northeast corner of said Grayson Co. Airport Partners 76.913 ac.;

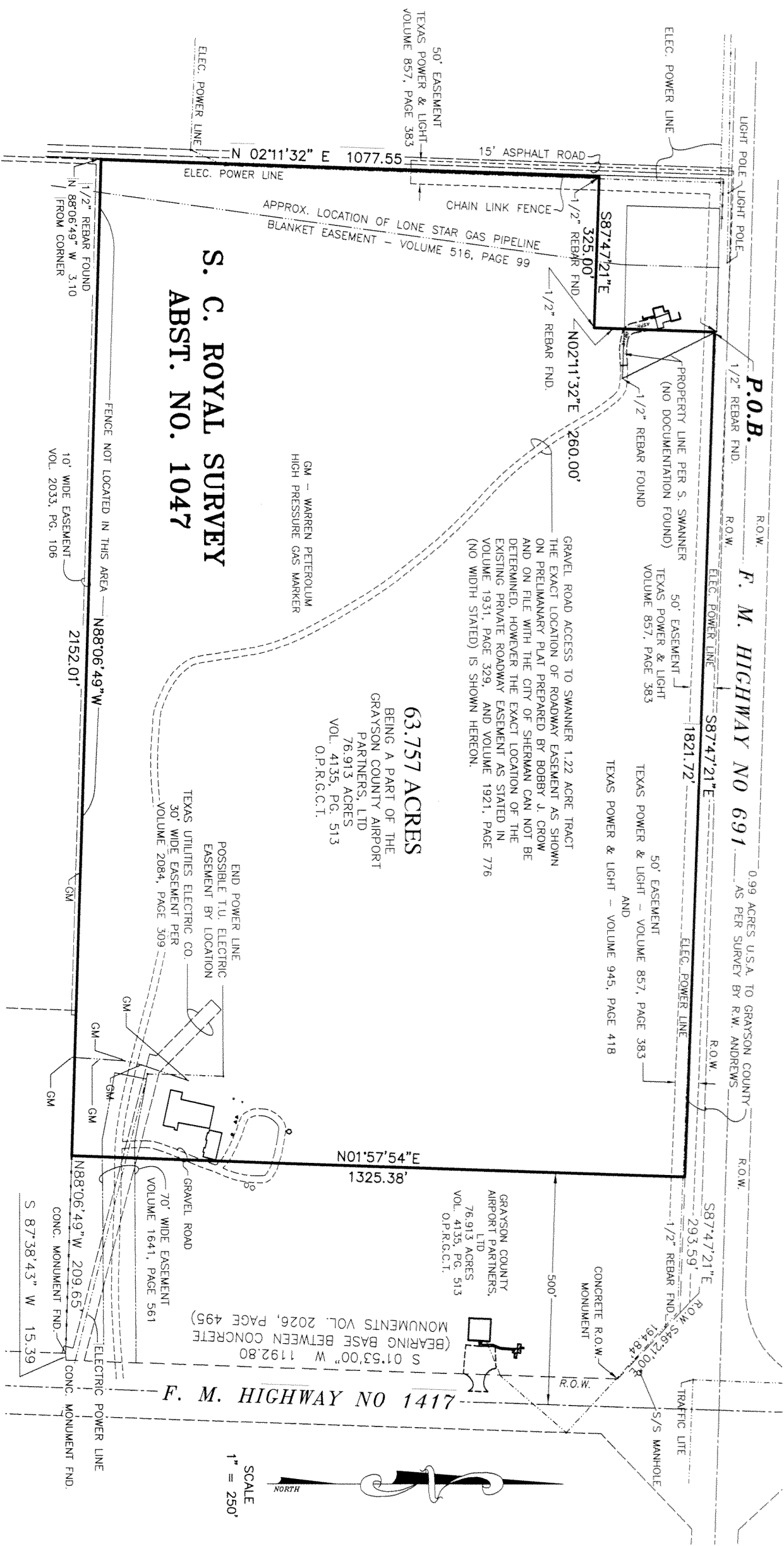
**THENCE** South 01 deg. 57 min. 54 sec. West, over and across said Grayson Co. Airport Partners 76.913 ac., a distance of 1325.38 ft. to a point at the Southeast corner of herein described tract, in the South line of said Grayson Co. Airport Partners 76.913 ac. and being North 87 deg. 38 min. 43 sec. East, 15.39 ft. **AND** North 88 deg. 06 min. 49 sec. West, 209.65 ft. from the Southeast corner of said Grayson Co. Airport Partners 76.913 ac.;

**THENCE** North 88 deg. 06 min. 49 sec. West, with the South line of said Grayson Co. Airport Partners 76.913 ac., a distance of 2152.01 ft. to a point at the Southwest corner of said Grayson Co. Airport Partners 76.913 ac. and herein described tract, said point being South 88 deg. 06 min. 49 sec. East, 3.10 ft. from a 1/2 inch rebar found;

**THENCE** North 02 deg. 11 min. 32 sec. East, with a West line of said Grayson Co. Airport Partners 76.913 ac., a distance of 1077.55 ft. to a 1/2 inch rebar found at the most Westerly Northwest corner of said Grayson Co. Airport Partners 76.913 ac. and herein described tract;

**THENCE** South 87 deg. 47 min. 21 sec. East, with a North line of said Grayson Co. Airport Partners 76.913 ac., a distance of 325.00 ft. to a 1/2 inch rebar found at an Ell corner;

**THENCE** North 02 deg. 11 min. 32 sec. East, with a West line of said Grayson Co. Airport Partners 76.913 ac., a distance of 260.00 ft. to the **PLACE OF BEGINNING** and containing **63.757 ACRES** of land.



Helvey & Associates Surveying, Inc.  
222 W. Main St.  
Denison, Texas 75020  
Ph (903) 463-6191 Fax (903) 463-4088

Grayson County Partners, LTD 63.757 Acres  
to be annexed into City of Sherman

**FIELD NOTES**  
**63.757 ACRES**

**SITUATED** in the County of Grayson, State of Texas, being a part of the S.C. Royal Survey, Abst. No. 1047 and being a part of the 76.913 acre tract of land conveyed from D.R. Cameron and Associates, Inc. to Grayson County Airport Partners, LTD on October 16, 2006 by Special Warranty Deed in Volume 4135, Page 513, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a ½ inch rebar found in the South line of a 0.99 acre tract conveyed to Grayson County (Texas) and at the most Northerly Northwest corner of said Grayson Co. Airport Partners 73.913 ac. and herein described tract;

**THENCE** South 87 deg. 47 min. 21 sec. East, with the South line of said Grayson County 0.99 ac. and a North line of said Grayson Co. Airport Partners 76.913 ac., a distance of 1821.72 ft. to a point at the Northeast corner of herein described tract and being North 87 deg. 47 min. 21 sec. West, 293.59 ft. from the Northeast corner of said Grayson Co. Airport Partners 76.913 ac.;

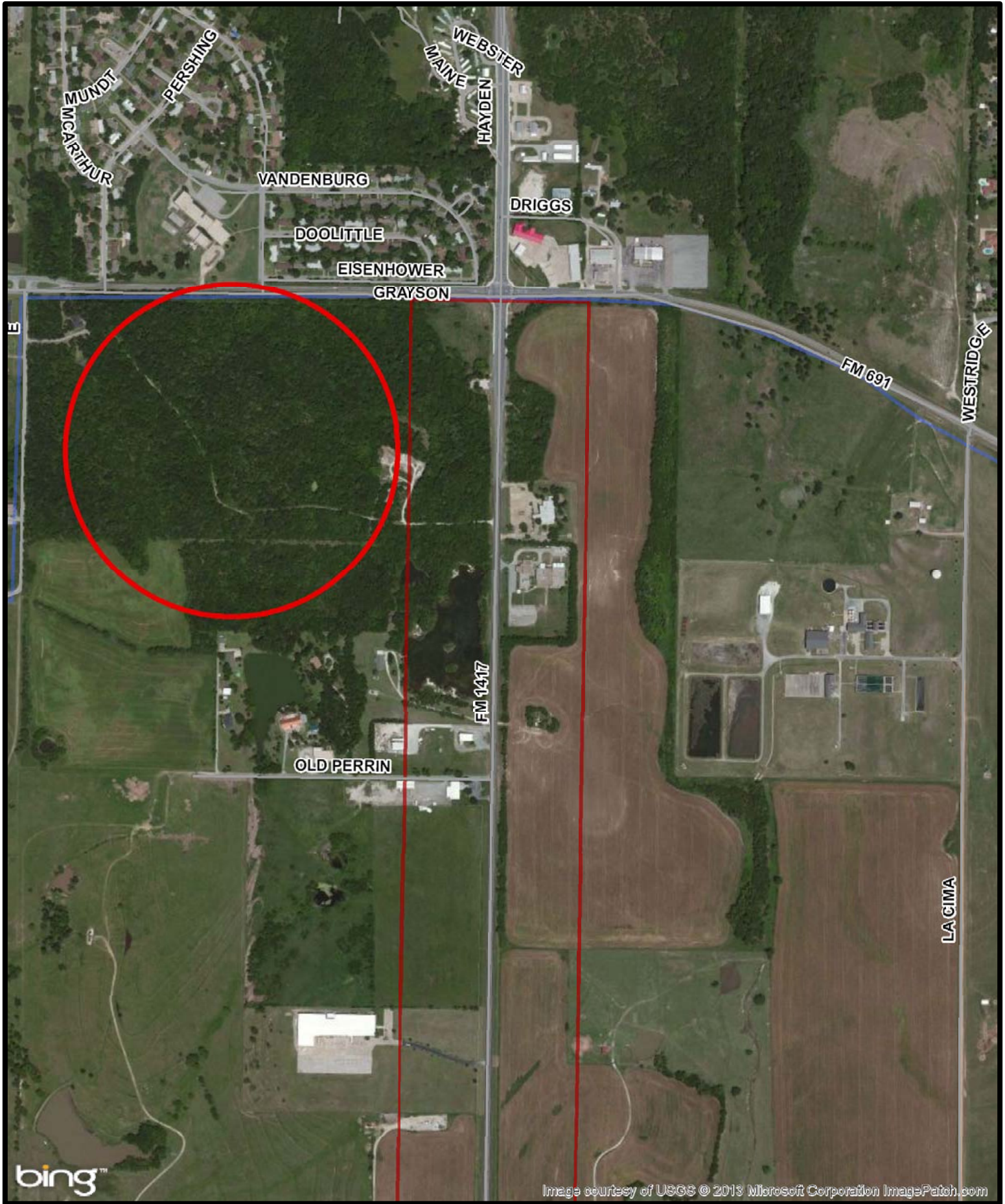
**THENCE** South 01 deg. 57 min. 54 sec. West, over and across said Grayson Co. Airport Partners 76.913 ac., a distance of 1325.38 ft. to a point at the Southeast corner of herein described tract, in the South line of said Grayson Co. Airport Partners 76.913 ac. and being North 87 deg. 38 min. 43 sec. East, 15.39 ft. **AND** North 88 deg. 06 min. 49 sec. West, 209.65 ft. from the Southeast corner of said Grayson Co. Airport Partners 76.913 ac.;

**THENCE** North 88 deg. 06 min. 49 sec. West, with the South line of said Grayson Co. Airport Partners 76.913 ac., a distance of 2152.01 ft. to a point at the Southwest corner of said Grayson Co. Airport Partners 76.913 ac. and herein described tract, said point being South 88 deg. 06 min. 49 sec. East, 3.10 ft. from a ½ inch rebar found;

**THENCE** North 02 deg. 11 min. 32 sec. East, with a West line of said Grayson Co. Airport Partners 76.913 ac., a distance of 1077.55 ft. to a ½ inch rebar found at the most Westerly Northwest corner of said Grayson Co. Airport Partners 76.913 ac. and herein described tract;

**THENCE** South 87 deg. 47 min. 21 sec. East, with a North line of said Grayson Co. Airport Partners 76.913 ac., a distance of 325.00 ft. to a ½ inch rebar found at an Ell corner;

**THENCE** North 02 deg. 11 min. 32 sec. East, with a West line of said Grayson Co. Airport Partners 76.913 ac., a distance of 260.00 ft. to the **PLACE OF BEGINNING** and containing **63.757 ACRES** of land.



63 Acre Annexation - SW Corner FM 1417 and Hwy 691

| <u>Allocated Cost Approach</u> | 10-Yr<br>Net Benefit<br>(Cost) |
|--------------------------------|--------------------------------|
| Current - Non Ag Exempt        | \$ 16,884                      |
| Residential                    | \$ (185,145)                   |
| Commercial                     | \$ 331,607                     |

| <u>Incremental Cost Approach</u> |            |
|----------------------------------|------------|
| Current - Non Ag Exempt          | \$ 16,884  |
| Residential                      | \$ 160,984 |
| Commercial                       | \$ 343,405 |

|                                                                |     |
|----------------------------------------------------------------|-----|
| Is this a Prime Growth Area?                                   | No  |
| Will this protect outlying areas from substandard development? | Yes |
| Is this in our Utility Service Area (CCN)?                     | Yes |
| Will this encourage further growth?                            | Yes |





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 2.**

**Meeting Date:** 08/05/2013

**Prepared By:** Robby Hefton, Assistant City Manager/CFO

**Approved By:** George Olson, City Manager

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**Caption:**

**INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5783**

Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year beginning October 1, 2013, and ending September 30, 2014

**Issue:**

To introduce and open the first public hearing on the proposed budget for the 2013-2014 fiscal year

**Background:**

The proposed budget reflects the direction given by the Council at the recent Budget Workshop held on June 19, 2013, and is focused on continuing to provide essential services at current levels. The budget contains \$59.6 million in appropriations, which is slightly lower than the prior year's original budget of \$60.4 million, due primarily to a decrease in capital spending. In accordance with the discussions at the Budget Workshop, the draft budget projects to raise about \$30.85 million in total General Fund revenues, which will require a property tax rate of \$.348/\$100 and provides for increases in water/sewer and solid waste rates of about 1%. More detailed information is available on the attachments.

**"This budget will raise more total property taxes than last year's budget by \$524,000 and 7.3%, and of that amount \$134,000 is tax revenue to be raised from new property to be added to the roll this year."**

**Origination:**

Assistant City Manager/Chief Financial Officer

**Financial Consideration:**

The proposed budget contains appropriations of \$59.6 million for the 2013-2014 fiscal year.

**Staff Recommendation:**

The staff recommends that the Council introduce and hold the first public hearing on the budget ordinance at this meeting. The second and final public hearing will be held at the August 19<sup>th</sup> Council meeting.

**Alternatives:**

The Council could make changes to the proposed budget, subject to existing available financial resources, and subject to statutory requirements relating to the timing of the budget adoption.

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**Attachments**

Ordinance No. 5783

Budget Narrative

Proposed Budget for FY 2013-2014

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**ORDINANCE NO. 5783**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014; 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, pursuant to Article V of the City Charter, there is hereby appropriated for Operating Expenditures the sums of money as established in the approved Operating Budget Document for fiscal year beginning October 1, 2013, and ending September 30, 2014.

**SECTION 2.** That, pursuant to Article V of the City Charter, there is hereby appropriated for Capital Expenditures the sums of money as established in the approved Capital Budget Document for fiscal year beginning October 1, 2013, and ending September 30, 2014.

**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 \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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

**This budget will raise more total property taxes than last year's budget by \$524,000 and 7.3%, and of that amount \$134,000 is revenue to be raised from new property to be added to the roll this year.**

**PROPOSED BUDGET FOR THE CITY OF SHERMAN  
FOR FISCAL YEAR 2013-2014**

August 5, 2013

**SUMMARY:**

The attached proposed budget for 2013-2014 is based on the direction provided by the City Council at the budget workshop that was held on June 19, 2013.

The proposed budget focuses on sustaining ongoing operations and developing a plan to ensure continuity of services at the current level. To this end several measures will be taken, including increases in fines, fees, property tax and utility rates, an across-the-board wage increase for employees, maintenance items, and maintenance of fund balances at targeted levels.

Appropriations for 2013-2014 total about \$59.6 million, of which \$4.5 million is earmarked for capital spending. This budget is about \$0.8 million less than original 2012-2013 budget, primarily from a decrease in capital spending.

Total budgeted full-time positions in the proposed budget are 408, the same staffing level as fiscal year 2012-2013.

The General Fund is balanced for fiscal year 2013-2014 but long-term measures are needed to sustain current levels of operations in that fund. Improvements in efficiency, and increases in the property tax rate and in various fines and fees are proposed for FY 2014. Additional tax revenue is also expected from a slight increase in values of existing property and from new property added to the tax roll. Sales tax is expected to continue to be flat. Fund balance is projected to be \$6.3 million or 77 days at the end of FY 2014.

For the budget year 2014, the Utility Fund is balanced on an ongoing basis but fund balances are proposed to decline due to transfers out to the General Fund, the Insurance Fund, the Capital Improvement Fund and the Utility Improvement Fund. The proposed budget includes a 1% increase in water and sewer rates. Remaining fund balance at the end of 2014 is projected to be in line with targeted levels with about \$4.4 million, or about 72 days of operating expenses, available at that time.

The Solid Waste Fund is balanced on an on-going basis, but like the Utility Fund, fund balances are projected to decline because for FY 2014 due to a catch-up in capital expenditures. Fund balances in this fund remain in line with targeted levels, with an expected \$1.2 million, or 79 days of operating funds, available at the end of FY 2014.



The proposed budget of about \$0.8 million in the General Improvement Fund consists of funding for GIS system additions and repairs to the Municipal Building, the Fallon Drive bridge and to Hunt Street. Reserves of about \$56,000 are expected at the end of FY 2014.

The Utility Improvement Fund proposed budget consists of water tower painting and repair, rehabilitation of the Cherry Park Pump Station and repair of the Rickett's Street water line. Utility Improvement Fund reserves will be about \$0.2 million at the end of FY 2014.

## **DETAILED INFORMATION:**

Additional information on major components of the 2013-2014 proposed budget follows.

**Water/Sewer Rate Increase** – In an effort to maintain current service levels and mitigate larger future rate increases driven by major capital maintenance and improvement, a rate increase of 1% is proposed. This rate increase is expected to generate about \$183,000 annually.

**Property Tax Rate** – In order to raise the proposed revenue of \$30.85 million in the General Fund, a total property tax rate of \$.348/\$100 valuation is proposed, which is a 1.5 cent increase over the calculated effective tax rate of about \$.333/\$100 valuation and a 2.8 cent increase over the FY 2013 rate of \$.32/\$100. This increase is expected to generate about \$322,000 in additional revenue for the General Fund, and about \$524,000 overall to the City.

**Fee Adjustments** – Various fine and fee increases are proposed including increases to traffic fines, building inspection and development licenses, and fee increases for animal control, parks and recreation, and cemetery fees. These fee adjustments are expected to generate additional annual revenues of about \$200,000.

**Wage Increase – 2% Across-the-Board** – The proposed budget contains a 2% increase in base salaries. The annual cost of this increase for all funds is projected to be about \$410,000.

**Staffing** – One full-time position was added in the Finance Department and one was eliminated in the Equipment Services, leaving overall staffing levels unchanged for FY 2014 at 408 full time positions.

**Fleet and Equipment** – Major expenditures for this year include four police vehicles (\$155,000), a remount to an existing ambulance chassis and a brush truck (\$225,000) for the Fire Department, two loaders and trucks for the Street Department (\$300,000), trash trucks (\$622,000) for the Solid Waste Fund and various other trucks and equipment totaling about \$1.4 million.

## **SUMMARY SCHEDULES, DETAILED FUND STATEMENTS, AND OTHER INFORMATION**

The following pages include a schedule that summarizes the draft 2013-2014 budget, eliminating double counting for internal service funds and inter-fund transfers. Also included are statements of revenues and expenditures/expenses for each fund, and a debt schedule.

**Summary of Budgeted Receipts and Expenditures/Expenses**  
**Fiscal Year 2013-2014**

|                                    | General Fund        | Enterprise Funds    | Internal Service Funds | Special Revenue Funds | Capital Improvement Funds | Trust Fund          | Debt Service Funds | Elim. Interfund Transfers | Totals               |
|------------------------------------|---------------------|---------------------|------------------------|-----------------------|---------------------------|---------------------|--------------------|---------------------------|----------------------|
| <b>Beginning Fund Balance</b>      | \$ 6,248,000        | \$ 8,520,925        | \$ 387,074             | \$ 384,501            | \$ 1,940,222              | \$ 1,257,732        | \$ 424,688         | \$ -                      | \$ 19,163,142        |
| <b>Receipts:</b>                   |                     |                     |                        |                       |                           |                     |                    |                           |                      |
| Taxes                              | 22,370,500          | -                   | -                      | 450,000               | 126,000                   | -                   | 1,275,000          | -                         | 24,231,500           |
| Water Sales                        | -                   | 12,132,000          | -                      | -                     | -                         | -                   | -                  | -                         | 12,132,000           |
| Sewer Sales                        | -                   | 6,654,000           | -                      | -                     | -                         | -                   | -                  | -                         | 6,654,000            |
| Solid Waste Sales                  | -                   | 5,392,390           | -                      | -                     | -                         | -                   | -                  | -                         | 5,392,390            |
| Other Fees for Services            | 3,918,165           | 672,100             | 8,443,000              | 893,110               | -                         | -                   | -                  | (7,549,000)               | 6,377,375            |
| Interest                           | 55,195              | 17,950              | 440                    | 775                   | 16,850                    | -                   | 620                | -                         | 91,830               |
| Other                              | 212,805             | 630,792             | -                      | 223,800               | 200,000                   | 7,500               | -                  | -                         | 1,274,897            |
| Transfers in                       | 4,311,000           | 135,000             | 1,751,319              | -                     | 1,200,000                 | -                   | 115,000            | (7,512,319)               | -                    |
| <b>Total Receipts</b>              | <b>30,867,665</b>   | <b>25,634,232</b>   | <b>10,194,759</b>      | <b>1,577,685</b>      | <b>1,542,850</b>          | <b>7,500</b>        | <b>1,390,620</b>   | <b>(15,061,319)</b>       | <b>56,153,992</b>    |
| <b>Expenditures/Expenses:</b>      |                     |                     |                        |                       |                           |                     |                    |                           |                      |
| Personnel                          | 21,702,978          | 6,288,156           | 1,066,774              | 133,882               | -                         | -                   | -                  | -                         | 29,191,790           |
| Supplies                           | 1,380,614           | 1,136,937           | 1,172,737              | 510,611               | -                         | -                   | -                  | -                         | 4,200,899            |
| Maintenance                        | 1,284,100           | 1,798,464           | 794,650                | 187,325               | -                         | -                   | -                  | -                         | 4,062,539            |
| Utilities                          | 1,439,656           | 2,708,500           | 88,400                 | 54,720                | -                         | -                   | -                  | -                         | 4,291,276            |
| Contract Wages                     | 231,410             | 126,080             | 25,500                 | -                     | -                         | -                   | -                  | -                         | 382,990              |
| Computer Services                  | 496,870             | 80,630              | 9,680                  | -                     | -                         | -                   | -                  | (583,260)                 | 3,920                |
| Debt Service                       | -                   | 4,695,608           | 220,228                | -                     | -                         | -                   | 1,343,900          | -                         | 6,259,736            |
| Contractual Services               | 1,712,797           | 2,953,070           | 5,220,150              | 407,980               | -                         | -                   | -                  | (4,203,600)               | 6,090,397            |
| Vehicle Usage                      | 1,419,140           | 1,358,520           | -                      | 1,410                 | -                         | -                   | -                  | (2,762,140)               | 16,930               |
| Capital Expenses                   | 223,429             | 63,500              | 1,351,091              | 87,582                | 2,780,500                 | -                   | -                  | -                         | 4,506,102            |
| Other                              | -                   | 443,857             | -                      | 192,344               | -                         | -                   | -                  | -                         | 636,201              |
| Transfers Out                      | 889,075             | 6,508,244           | -                      | 115,000               | -                         | -                   | -                  | (7,512,319)               | -                    |
| <b>Total Expenditures/Expenses</b> | <b>30,780,069</b>   | <b>28,159,566</b>   | <b>9,949,210</b>       | <b>1,690,854</b>      | <b>2,780,500</b>          | <b>-</b>            | <b>1,343,900</b>   | <b>(15,061,319)</b>       | <b>59,642,780</b>    |
| <b>Ending Fund Balance</b>         | <b>\$ 6,335,596</b> | <b>\$ 5,995,591</b> | <b>\$ 632,623</b>      | <b>\$ 271,332</b>     | <b>\$ 702,572</b>         | <b>\$ 1,265,232</b> | <b>\$ 471,408</b>  | <b>\$ -</b>               | <b>\$ 15,674,354</b> |

**General Fund**  
**Summary of Revenues & Expenditures (Budget Basis)**

|                                          | Actual<br>2011-2012 | Amended<br>Budget<br>2012-2013 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|------------------------------------------|---------------------|--------------------------------|------------------------|-----------------------|
| Beginning Fund Balance                   | \$ 6,095,098        | \$ 6,713,420                   | \$ 6,952,309           | \$ 6,144,829          |
| <b>Revenues</b>                          |                     |                                |                        |                       |
| Property Taxes                           | 6,028,695           | 6,094,500                      | 6,052,100              | 6,432,500             |
| Sales Taxes                              | 12,415,880          | 13,350,000                     | 13,069,000             | 13,069,000            |
| Franchise Taxes                          | 2,896,073           | 2,982,000                      | 2,744,000              | 2,744,000             |
| Other Taxes                              | 111,940             | 109,000                        | 110,400                | 125,000               |
| Fines & Forfeitures                      | 838,603             | 1,063,200                      | 978,540                | 1,149,140             |
| Recreation                               | 268,823             | 281,800                        | 272,300                | 286,300               |
| Permits & Licenses                       | 171,159             | 234,700                        | 231,730                | 292,730               |
| Rentals                                  | 71,721              | 69,700                         | 73,795                 | 63,295                |
| Cemetery Sales and Services              | 134,643             | 151,200                        | 126,200                | 200,700               |
| Sales & Services                         | 497,729             | 499,000                        | 515,314                | 546,000               |
| Ambulance Services                       | 1,373,974           | 1,400,000                      | 1,380,000              | 1,380,000             |
| Interest                                 | 63,940              | 70,000                         | 47,000                 | 55,000                |
| Grants and Miscellaneous                 | 183,474             | 312,850                        | 318,800                | 195,800               |
| <b>Total Revenues</b>                    | <b>25,056,654</b>   | <b>26,617,950</b>              | <b>25,919,179</b>      | <b>26,539,465</b>     |
| Transfers In                             | 3,208,558           | 3,670,766                      | 3,670,766              | 4,311,000             |
| <b>Total Receipts</b>                    | <b>28,265,212</b>   | <b>30,288,716</b>              | <b>29,589,945</b>      | <b>30,850,465</b>     |
| <b>Total Funds Available</b>             | <b>34,360,310</b>   | <b>37,002,136</b>              | <b>36,542,254</b>      | <b>36,995,294</b>     |
| <b>Expenditures</b>                      |                     |                                |                        |                       |
| Personnel                                | 20,041,087          | 21,144,408                     | 21,185,363             | 21,702,978            |
| Supplies                                 | 1,085,161           | 1,487,080                      | 1,521,020              | 1,380,614             |
| Maintenance                              | 971,899             | 1,250,513                      | 1,180,814              | 1,284,100             |
| Utilities                                | 1,340,774           | 1,397,480                      | 1,389,300              | 1,439,656             |
| Contract Wages                           | 136,614             | 209,110                        | 208,885                | 231,410               |
| Computer Services                        | 492,862             | 582,540                        | 538,910                | 496,870               |
| Debt Service                             | 69,263              | 69,405                         | 69,405                 | -                     |
| Contractual and Sundry Services          | 1,337,380           | 1,610,891                      | 1,533,330              | 1,599,932             |
| Vehicle Usage                            | 1,231,087           | 1,271,320                      | 1,339,605              | 1,419,140             |
| Equipment and Buildings                  | 132,163             | 310,924                        | 282,925                | 223,429               |
| Transfer Out to Other Funds              | 75,563              | -                              | -                      | -                     |
| Transfer Out to Fleet Fund               | 494,148             | 1,147,868                      | 1,147,868              | 889,075               |
| <b>Total Expenditures</b>                | <b>27,408,001</b>   | <b>30,481,539</b>              | <b>30,397,425</b>      | <b>30,667,204</b>     |
| <b>Excess Receipts over Expenditures</b> | <b>857,211</b>      | <b>(192,823)</b>               | <b>(807,480)</b>       | <b>183,261</b>        |
| <b>Ending Fund Balance</b>               | <b>\$ 6,952,309</b> | <b>\$ 6,520,597</b>            | <b>\$ 6,144,829</b>    | <b>\$ 6,328,090</b>   |

**Utility Fund**  
**Summary of Revenues & Expenses (Budget Basis)**

|                                          | Actual<br>2011-2012 | Adjusted<br>Budget<br>2012-2013 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|------------------------------------------|---------------------|---------------------------------|------------------------|-----------------------|
| Beginning Reserve                        | \$ 5,375,980        | \$ 6,848,028                    | \$ 6,588,906           | \$ 6,752,653          |
| <b>Revenues</b>                          |                     |                                 |                        |                       |
| Water Revenues                           | 11,375,889          | 11,859,000                      | 12,018,000             | 12,132,000            |
| Sewer Revenues                           | 6,951,060           | 7,019,000                       | 6,600,000              | 6,654,000             |
| Laboratory Charges                       | 114,214             | 110,000                         | 125,100                | 125,100               |
| Service & Penalties                      | 504,861             | 475,000                         | 494,000                | 494,000               |
| Earned Interest                          | 25,541              | 10,000                          | 16,000                 | 16,000                |
| Intergovernmental                        | 453,447             | 449,700                         | 449,679                | 453,092               |
| Miscellaneous                            | 228,239             | 82,725                          | 85,700                 | 85,700                |
| <b>Total Revenues</b>                    | <b>19,653,251</b>   | <b>20,005,425</b>               | <b>19,788,479</b>      | <b>19,959,892</b>     |
| Transfers-in                             | 967,500             | 123,700                         | 123,700                | 135,000               |
| <b>Total Receipts</b>                    | <b>20,620,751</b>   | <b>20,129,125</b>               | <b>19,912,179</b>      | <b>20,094,892</b>     |
| <b>Total Funds Available</b>             | <b>25,996,731</b>   | <b>26,853,453</b>               | <b>26,501,085</b>      | <b>26,847,545</b>     |
| <b>Expenses</b>                          |                     |                                 |                        |                       |
| Personnel                                | 4,417,642           | 4,627,761                       | 4,616,863              | 4,742,293             |
| Supplies                                 | 735,116             | 1,102,389                       | 1,002,931              | 1,023,312             |
| Maintenance & Repair                     | 1,584,915           | 2,055,119                       | 1,590,734              | 1,736,024             |
| Utilities                                | 2,478,388           | 2,835,796                       | 2,414,300              | 2,675,900             |
| Computer Services                        | 78,114              | 85,670                          | 79,230                 | 67,730                |
| Debt Service                             | 5,837,171           | 4,768,807                       | 4,571,294              | 4,695,608             |
| Contract Wages                           | 79,256              | 64,000                          | 64,000                 | 124,000               |
| Contractual & Special Services           | 1,867,698           | 1,546,556                       | 1,484,634              | 1,490,698             |
| Vehicle Usage                            | 279,578             | 302,310                         | 269,469                | 282,110               |
| Other                                    | 279,349             | 467,202                         | 443,857                | 443,857               |
| Capital Expenses                         | 16,898              | 30,900                          | 38,325                 | 8,500                 |
| <b>Total Expenses</b>                    | <b>17,654,125</b>   | <b>17,886,510</b>               | <b>16,575,637</b>      | <b>17,290,032</b>     |
| <b>Transfers Out</b>                     |                     |                                 |                        |                       |
| General Fund-Franch & Admin              | 1,544,000           | 1,602,000                       | 1,602,000              | 1,643,000             |
| General Fund-Other                       | -                   | 1,442,000                       | 1,442,000              | 2,057,000             |
| Others                                   | 209,700             | 128,795                         | 128,795                | 1,440,000             |
| <b>Total Transfers Out</b>               | <b>1,753,700</b>    | <b>3,172,795</b>                | <b>3,172,795</b>       | <b>5,140,000</b>      |
| <b>Total Expenses</b>                    | <b>19,407,825</b>   | <b>21,059,305</b>               | <b>19,748,432</b>      | <b>22,430,032</b>     |
| <b>Excess Revenues over Expenditures</b> | <b>1,212,926</b>    | <b>(930,180)</b>                | <b>163,747</b>         | <b>(2,335,140)</b>    |
| <b>Ending Reserve</b>                    | <b>\$ 6,588,906</b> | <b>\$ 5,917,848</b>             | <b>\$ 6,752,653</b>    | <b>\$ 4,417,513</b>   |



**Solid Waste Fund**  
**Summary of Revenues & Expenditures (Budget Basis)**

|                                          | Actual<br>2011-2012 | Adjusted<br>Budget<br>2012-2013 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|------------------------------------------|---------------------|---------------------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b>            | <u>\$ 2,075,227</u> | <u>\$ 865,162</u>               | <u>\$ 1,188,105</u>    | <u>\$ 1,342,857</u>   |
| <b>Revenues</b>                          |                     |                                 |                        |                       |
| Solid Waste Fees                         | 5,412,601           | 5,361,000                       | 5,339,000              | 5,392,390             |
| Service Penalties                        | 48,675              | 45,000                          | 47,000                 | 47,000                |
| Interest                                 | 7,028               | 5,000                           | 500                    | 500                   |
| Miscellaneous                            | 148,462             | 186,000                         | 92,000                 | 92,000                |
| <b>Total Revenues</b>                    | <u>5,616,766</u>    | <u>5,597,000</u>                | <u>5,478,500</u>       | <u>5,531,890</u>      |
| <b>Total Funds Available</b>             | <u>7,691,993</u>    | <u>6,462,162</u>                | <u>6,666,605</u>       | <u>6,874,747</u>      |
| <b>Expenses</b>                          |                     |                                 |                        |                       |
| Personnel                                | 1,431,856           | 1,507,108                       | 1,498,341              | 1,545,863             |
| Supplies                                 | 73,708              | 106,480                         | 105,782                | 113,625               |
| Maintenance & Repair                     | 23,279              | 53,620                          | 54,865                 | 60,440                |
| Utilities                                | 18,854              | 17,850                          | 26,700                 | 32,600                |
| Contract Wages                           | -                   | 2,080                           | -                      | 2,080                 |
| Computer Services                        | 9,299               | 12,850                          | 11,890                 | 12,900                |
| Solid Waste Debt Service                 | 58,499              | 35,205                          | 35,210                 | -                     |
| Contractual & Sundry Services            | 1,394,156           | 1,599,559                       | 1,396,800              | 1,452,372             |
| Vehicle Usage                            | 906,570             | 1,045,300                       | 1,012,640              | 1,076,410             |
| Capital Expenses                         | 5,100               | -                               | -                      | 55,000                |
| Transfers Out                            | 2,582,567           | 1,181,520                       | 1,181,520              | 1,368,244             |
| <b>Total Expenses</b>                    | <u>6,503,888</u>    | <u>5,561,572</u>                | <u>5,323,748</u>       | <u>5,719,534</u>      |
| <b>Excess Receipts over Expenditures</b> | <u>(887,122)</u>    | <u>35,428</u>                   | <u>154,752</u>         | <u>(187,644)</u>      |
| <b>Ending Fund Balance</b>               | <u>\$ 1,188,105</u> | <u>\$ 900,590</u>               | <u>\$ 1,342,857</u>    | <u>\$ 1,155,213</u>   |

**General Improvement Fund  
Summary of Revenues and Expenditures (Budget Basis)**

|                                               | Actual<br>2011-2012 | Amended<br>Budget<br>2012-2013 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-----------------------------------------------|---------------------|--------------------------------|------------------------|-----------------------|
| Beginning Fund Balance                        | \$ 1,036,393        | \$ 545,014                     | \$ 456,995             | \$ 23,236             |
| Revenues:                                     |                     |                                |                        |                       |
| Transfers In                                  | -                   | 200,000                        | 200,000                | 600,000               |
| SEDCO (TxDOT and GIS)                         | -                   | 400,000                        | 250,000                | 200,000               |
| Grant Proceeds                                | 115,500             | -                              | 13,866                 | -                     |
| Investment Interest                           | 1,007               | 500                            | 650                    | 250                   |
| Total Revenues                                | 116,507             | 600,500                        | 464,516                | 800,250               |
| Total Funds Available                         | 1,152,900           | 1,145,514                      | 921,511                | 823,486               |
| Expenditures:                                 |                     |                                |                        |                       |
| Washington Street West                        | 184,696             | -                              | 3,150                  | -                     |
| Drainage Improvement Projects                 | 37,536              | -                              | -                      | -                     |
| GIS System                                    | 87,351              | 50,000                         | -                      | 200,000               |
| Solid Waste Interior Driveway Rebuild Phase V | 47,007              | -                              | -                      | -                     |
| Watershed Management                          | 231,649             | -                              | 41,052                 | -                     |
| Soil Conservation Emergency Action Plan Study | 23,138              | -                              | 14,073                 | -                     |
| Hawn Spray Ground Rehab                       | 19,581              | -                              | -                      | -                     |
| OSP Quad Backstop Nets                        | 34,300              | -                              | -                      | -                     |
| Tennis Court Windscreens                      | 6,161               | -                              | -                      | -                     |
| Neighborhood Revitalization-Fielder Park      | -                   | 250,000                        | 250,000                | -                     |
| Municipal Building Repair                     | -                   | 190,000                        | 190,000                | 190,000               |
| Canyon Grove to Hwy 82                        | 24,486              | -                              | -                      | -                     |
| Taylor Street Complex                         | -                   | 200,000                        | 200,000                | -                     |
| Hwy 1417 Ramp from Hwy 75                     | -                   | 400,000                        | 200,000                | -                     |
| Fallon Drive Bridge Repair                    | -                   | -                              | -                      | 287,500               |
| Hunt Street Erosion                           | -                   | -                              | -                      | 90,000                |
| Total Expenditures                            | 695,905             | 1,090,000                      | 898,275                | 767,500               |
| Ending Fund Balance                           | \$ 456,995          | \$ 55,514                      | \$ 23,236              | \$ 55,986             |

\* TxDOT Participation

**Utility Improvement Fund  
Summary of Revenues and Expenses (Budget Basis)**

|                                                   | Actual<br>2011-2012 | Budget<br>2012-2013 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|---------------------------------------------------|---------------------|---------------------|------------------------|-----------------------|
| Beginning Fund Balance                            | \$ 3,681,866        | \$ 3,411,680        | \$ 3,502,392           | \$ 1,490,937          |
| <b>Revenues</b>                                   |                     |                     |                        |                       |
| Transfers In                                      | -                   | -                   | -                      | 600,000               |
| Interest Income/Other Income                      | 13,752              | 25,000              | 15,000                 | 15,000                |
| <b>Total Revenues</b>                             | <u>13,752</u>       | <u>25,000</u>       | <u>15,000</u>          | <u>615,000</u>        |
| <b>Total Funds Available</b>                      | <b>3,695,618</b>    | <b>3,436,680</b>    | <b>3,517,392</b>       | <b>2,105,937</b>      |
| <b>Expenses</b>                                   |                     |                     |                        |                       |
| Utility Oversizing                                | -                   | 100,000             | -                      | 100,000               |
| WWTP Digester Rehab                               | 12,207              | -                   | 22,516                 | -                     |
| WWTP - Upgrade Mixers, Phase I                    | 3,599               | -                   | -                      | -                     |
| Gallagher Tower Evaluation                        | 4,631               | -                   | -                      | -                     |
| *   Sears Lift Station                            | 9,750               | -                   | 3,025                  | -                     |
| Hwy 75 Sewer B                                    | 1,743               | -                   | -                      | -                     |
| WTP Second Feed                                   | 86,544              | -                   | -                      | -                     |
| WTP Flocculation Basin                            | 745                 | -                   | -                      | -                     |
| Hwy 289 Water                                     | 69,950              | -                   | 11,750                 | -                     |
| Hwy 289 Sewer                                     | 4,000               | -                   | 49,500                 | -                     |
| WTP Upgrade Phase III                             | 57                  | -                   | -                      | -                     |
| Upgrade Metering and Telemetry for Water System   | -                   | 350,000             | 200,540                | -                     |
| Well Repairs and Upgrades                         | -                   | 625,000             | 625,000                | -                     |
| Gallagher Elevated Tank Painting and Repair       | -                   | 625,000             | -                      | 1,125,000             |
| Infiltration & Inflow Office and Storage Facility | -                   | 75,000              | 75,000                 | -                     |
| Woods Street Water Line Replacement               | -                   | 32,000              | 32,000                 | -                     |
| Lamberth Road Water Line Replacement              | -                   | 31,000              | 31,000                 | -                     |
| **   Blalock Industrial Sewer                     | -                   | -                   | 16,974                 | -                     |
| *   VFD Headworks Pump Replacement                | -                   | -                   | 25,150                 | -                     |
| Cherry Park Pump Station Rehab                    | -                   | -                   | -                      | 500,000               |
| Texoma Parkway Water Replacement-Ph IV            | -                   | 134,000             | 134,000                | -                     |
| Ricketts St Water Line                            | -                   | -                   | -                      | 168,000               |
| Transfers Out-General CIP                         | -                   | 200,000             | 200,000                | -                     |
| Transfers Out-Employee Insurance Fund             | -                   | -                   | 600,000                | -                     |
|                                                   | <u>193,226</u>      | <u>2,172,000</u>    | <u>2,026,455</u>       | <u>1,893,000</u>      |
| <b>Ending Fund Balance</b>                        | <b>\$ 3,502,392</b> | <b>\$ 1,264,680</b> | <b>\$ 1,490,937</b>    | <b>\$ 212,937</b>     |

**Insurance Fund**  
**Summary of Receipts & Expenditures**

|                               | Actual<br>2011-2012 | Budget<br>2012-2013 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-------------------------------|---------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b> | \$ (26,450)         | \$ 52,550           | \$ (247,367)           | \$ 37,633             |
| <b>Receipts</b>               |                     |                     |                        |                       |
| Employer Contributions        | 2,991,749           | 3,840,924           | 3,860,000              | 4,202,000             |
| Employee Contributions        | 607,672             | 601,000             | 800,000                | 620,000               |
| Retiree Contributions         | 212,965             | 200,000             | 240,000                | 266,000               |
| COBRA Contributions           | 8,232               | -                   | 4,000                  | 8,000                 |
| Transfers In                  | 1,200,000           | -                   | 600,000                | 200,000               |
| <b>Total Receipts</b>         | <u>5,020,618</u>    | <u>4,641,924</u>    | <u>5,504,000</u>       | <u>5,296,000</u>      |
| <b>Total Funds Available</b>  | 4,994,168           | 4,694,474           | 5,256,633              | 5,333,633             |
| <b>Expenses</b>               |                     |                     |                        |                       |
| Health & Dental Claims        | 4,668,823           | 4,100,000           | 4,600,000              | 4,400,000             |
| Insurance Premiums & Cost     | 529,066             | 510,000             | 550,000                | 560,000               |
| Life Insurance                | 43,646              | 45,000              | 44,000                 | 45,000                |
| Miscellaneous                 | -                   | 25,000              | 25,000                 | 25,000                |
| <b>Total Expenses</b>         | <u>5,241,535</u>    | <u>4,680,000</u>    | <u>5,219,000</u>       | <u>5,030,000</u>      |
| <b>Ending Fund Reserve</b>    | <u>\$ (247,367)</u> | <u>\$ 14,474</u>    | <u>\$ 37,633</u>       | <u>\$ 303,633</u>     |

**Public Charities Fund  
Summary of Receipts & Expenditures**

|                               | Actual<br>2011-2012     | Projected<br>2012-2013  | Proposed<br>2013-2014  |
|-------------------------------|-------------------------|-------------------------|------------------------|
| <b>Beginning Fund Balance</b> | \$ 66,768               | \$ 50,293               | \$ 34,117              |
| <b>Receipts</b>               |                         |                         |                        |
| Interest                      | 92                      | 80                      | 75                     |
| Glennie O. Ham Donations      | 20                      | -                       | -                      |
| Animal Shelter Donations      | 1,266                   | 2,500                   | 1,300                  |
| Pet Adoption Donations        | -                       | 13,000                  | 10,000                 |
| Fishing Festival              | 80                      | 80                      | 80                     |
| Fire Dept Donations           | 125                     | 205                     | 100                    |
| Genealogical Donations        | 50                      | 25                      | 25                     |
| Summer Track Program          | 816                     | 800                     | 800                    |
| Senior Citizen Dance Club     | 120                     | -                       | -                      |
| Sherman Beautification        | 73                      | -                       | -                      |
| Police Department Donations   | 917                     | -                       | -                      |
| Parks Concessions Revenue     | 2,132                   | 4,200                   | 4,200                  |
| Parks & Recreation Donations  | -                       | 500                     | 500                    |
| <b>Total Receipts</b>         | <u>5,691</u>            | <u>21,390</u>           | <u>17,080</u>          |
| <b>Total Funds Available</b>  | <b>72,459</b>           | <b>71,683</b>           | <b>51,197</b>          |
| <b>Expenditures</b>           |                         |                         |                        |
| Library Donations             | -                       | 58                      | -                      |
| Glennie O. Ham Center         | 470                     | 444                     | 350                    |
| Altrusa (W.A.F.A.)            | -                       | 63                      | -                      |
| Senior Citizen's Dance Club   | -                       | 60                      | 60                     |
| Animal Shelter Donations      | -                       | 16,002                  | 16,000                 |
| Pet Adoption Fund             | -                       | 13,000                  | 10,000                 |
| Fire Dept Donations           | -                       | 2,989                   | 3,000                  |
| Fishing Festival              | 160                     | 500                     | 500                    |
| Genealogical                  | -                       | 50                      | 25                     |
| Remodeling Contingency        | 9,112                   | -                       | 8,930                  |
| Summer Track Program          | 1,214                   | 800                     | 800                    |
| Parks Concessions Expense     | 4,713                   | 2,600                   | 7,200                  |
| Parks & Recreation Donations  | -                       | 1,000                   | 1,000                  |
| AmBus Expenditures            | 6,497                   | -                       | -                      |
| <b>Total Expenditures</b>     | <u>22,166</u>           | <u>37,566</u>           | <u>47,865</u>          |
| <b>Ending Fund Balance</b>    | <u><u>\$ 50,293</u></u> | <u><u>\$ 34,117</u></u> | <u><u>\$ 3,332</u></u> |

**Land Transaction Fund  
Summary of Receipts & Expenditures**

|                               | <u>Actual<br/>2011-2012</u> | <u>Projected<br/>2012-2013</u> | <u>Proposed<br/>2013-2014</u> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 68,825</b>            | <b>\$ 68,934</b>               | <b>\$ 69,054</b>              |
| <b>Receipts</b>               |                             |                                |                               |
| Land Sales                    |                             |                                |                               |
| Interest Earned               | <u>109</u>                  | <u>120</u>                     | <u>120</u>                    |
| <b>Total Receipts</b>         | <u>109</u>                  | <u>120</u>                     | <u>120</u>                    |
| <b>Total Funds Available</b>  | <b>68,934</b>               | <b>69,054</b>                  | <b>69,174</b>                 |
| <b>Expenditures</b>           |                             |                                |                               |
| Miscellaneous                 | <u>-</u>                    | <u>-</u>                       | <u>65,000</u>                 |
| <b>Total Expenditures</b>     | <u>-</u>                    | <u>-</u>                       | <u>65,000</u>                 |
| <b>Ending Fund Balance</b>    | <u><u>\$ 68,934</u></u>     | <u><u>\$ 69,054</u></u>        | <u><u>\$ 4,174</u></u>        |



**Street Revolving Fund  
Summary of Receipts & Expenditures**

|                               | <u>Actual<br/>2011-2012</u> | <u>Projected<br/>2012-2013</u> | <u>Proposed<br/>2013-2014</u> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | \$ 448,872                  | \$ 450,096                     | \$ 451,296                    |
| <b>Receipts</b>               |                             |                                |                               |
| Interest Income               | <u>1,224</u>                | <u>1,200</u>                   | <u>1,200</u>                  |
| <b>Total Receipts</b>         | <u>1,224</u>                | <u>1,200</u>                   | <u>1,200</u>                  |
| <b>Total Funds Available</b>  | 450,096                     | 451,296                        | 452,496                       |
| <b>Total Expenditures</b>     | <u>-</u>                    | <u>-</u>                       | <u>-</u>                      |
| <b>Ending Fund Balance</b>    | <u>\$ 450,096</u>           | <u>\$ 451,296</u>              | <u>\$ 452,496</u>             |

**TIF #3 Construction Fund  
Summary of Receipts & Expenditures**

|                               | <u>Actual<br/>2011-2012</u> | <u>Projected<br/>2012-2013</u> | <u>Proposed<br/>2013-2014</u> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | \$ 676,149                  | \$ 697,848                     | \$ 63,122                     |
| <b>Receipts</b>               |                             |                                |                               |
| Property Tax                  | 53,505                      | 64,854                         | 65,000                        |
| Interest                      | 455                         | 420                            | 200                           |
| <b>Total Receipts</b>         | <u>53,960</u>               | <u>65,274</u>                  | <u>65,200</u>                 |
| <b>Total Funds Available</b>  | 730,109                     | 763,122                        | 128,322                       |
| <b>Expenditures</b>           |                             |                                |                               |
| Improvements                  | 32,261                      | 700,000                        | 120,000                       |
| <b>Total Expenditures</b>     | <u>32,261</u>               | <u>700,000</u>                 | <u>120,000</u>                |
| <b>Ending Fund Balance</b>    | <u>\$ 697,848</u>           | <u>\$ 63,122</u>               | <u>\$ 8,322</u>               |

**TIF #2 Construction Fund  
Summary of Receipts & Expenditures**

|                                  | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|----------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b>    | <b>\$ 495,257</b>           | <b>\$ 85,291</b>               | <b>\$ (88,369)</b>            |
| <b>Receipts</b>                  |                             |                                |                               |
| Grant Revenue                    | 224,918                     | 129,060                        | -                             |
| Property Tax                     | 61,490                      | 60,464                         | 61,000                        |
| Transfer from TIF Debt Service   | 15,330                      | -                              | -                             |
| Transfer from General Fund       | 75,563                      | -                              | -                             |
| Interest                         | 757                         | 350                            | 200                           |
| <b>Total Receipts</b>            | <b>378,058</b>              | <b>189,874</b>                 | <b>61,200</b>                 |
| <b>Total Funds Available</b>     | <b>873,315</b>              | <b>275,165</b>                 | <b>(27,169)</b>               |
| <b>Expenditures</b>              |                             |                                |                               |
| Improvements                     | 338,024                     | 363,534                        | -                             |
| Transfer to 2009 CO Debt Service | 450,000                     | -                              | -                             |
| <b>Total Expenditures</b>        | <b>788,024</b>              | <b>363,534</b>                 | <b>-</b>                      |
| <b>Ending Fund Balance</b>       | <b>\$ 85,291</b>            | <b>\$ (88,369)</b>             | <b>\$ (27,169)</b>            |

**Auditorium Debt Service Fund  
Summary of Receipts & Expenditures**

|                                   | Actual<br>2011-2012      | Projected<br>2012-2013   | Proposed<br>2013-2014    |
|-----------------------------------|--------------------------|--------------------------|--------------------------|
| <b>Beginning Fund Balance</b>     | \$ 144,467               | \$ 144,670               | \$ 141,892               |
| <b>Receipts</b>                   |                          |                          |                          |
| Transfers-in from Hotel/Motel Tax | 115,000                  | 115,000                  | 115,000                  |
| Interest                          | 253                      | 260                      | 260                      |
| <b>Total Receipts</b>             | <u>115,253</u>           | <u>115,260</u>           | <u>115,260</u>           |
| <b>Total Funds Available</b>      | 259,720                  | 259,930                  | 257,152                  |
| <b>Expenditures</b>               |                          |                          |                          |
| Debt Service                      | 114,450                  | 117,438                  | 110,425                  |
| Agent Fees                        | 600                      | 600                      | 600                      |
| <b>Total Expenditures</b>         | <u>115,050</u>           | <u>118,038</u>           | <u>111,025</u>           |
| <b>Ending Fund Balance</b>        | <u><u>\$ 144,670</u></u> | <u><u>\$ 141,892</u></u> | <u><u>\$ 146,127</u></u> |

**TIF #1 Debt Service Fund**  
**Summary of Receipts & Expenditures**

|                               | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 190,242</b>           | <b>\$ 226,562</b>              | <b>\$ 257,709</b>             |
| <b>Receipts</b>               |                             |                                |                               |
| <b>Property Tax</b>           | <b>349,048</b>              | <b>350,000</b>                 | <b>358,000</b>                |
| <b>Interest</b>               | <b>567</b>                  | <b>360</b>                     | <b>360</b>                    |
| <b>Total Receipts</b>         | <b>349,615</b>              | <b>350,360</b>                 | <b>358,360</b>                |
| <b>Total Funds Available</b>  | <b>539,857</b>              | <b>576,922</b>                 | <b>616,069</b>                |
| <b>Expenditures</b>           |                             |                                |                               |
| <b>Debt Service</b>           | <b>313,095</b>              | <b>318,913</b>                 | <b>315,853</b>                |
| <b>Agent Fees</b>             | <b>200</b>                  | <b>300</b>                     | <b>300</b>                    |
| <b>Total Expenditures</b>     | <b>313,295</b>              | <b>319,213</b>                 | <b>316,153</b>                |
| <b>Ending Fund Balance</b>    | <b>\$ 226,562</b>           | <b>\$ 257,709</b>              | <b>\$ 299,916</b>             |

**2008 CO Debt Service Fund  
Summary of Receipts & Expenditures**

|                               | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 13,864</b>            | <b>\$ 9,335</b>                | <b>\$ 9,365</b>               |
| <b>Receipts</b>               |                             |                                |                               |
| Property Tax Revenues         | <u>350,000</u>              | <u>358,000</u>                 | <u>361,000</u>                |
| <b>Total Receipts</b>         | <u>350,000</u>              | <u>358,000</u>                 | <u>361,000</u>                |
| <b>Total Funds Available</b>  | <b>363,864</b>              | <b>367,335</b>                 | <b>370,365</b>                |
| <b>Expenditures</b>           |                             |                                |                               |
| Debt Service                  | <u>354,529</u>              | <u>357,470</u>                 | <u>360,049</u>                |
| Agent Fees                    | <u>-</u>                    | <u>500</u>                     | <u>500</u>                    |
| <b>Total Expenditures</b>     | <u>354,529</u>              | <u>357,970</u>                 | <u>360,549</u>                |
| <b>Ending Fund Balance</b>    | <b><u>\$ 9,335</u></b>      | <b><u>\$ 9,365</u></b>         | <b><u>\$ 9,816</u></b>        |



**2009 CO Debt Service Fund  
Summary of Receipts & Expenditures**

|                                         | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|-----------------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b>           | <b>\$ 14,771</b>            | <b>\$ 149,376</b>              | <b>\$ 12,316</b>              |
| <b>Receipts</b>                         |                             |                                |                               |
| <b>Property Tax Revenues</b>            | <b>-</b>                    | <b>175,000</b>                 | <b>312,000</b>                |
| <b>Transfer from TIF#2 Construction</b> | <b>450,000</b>              | <b>-</b>                       | <b>-</b>                      |
| <b>Total Receipts</b>                   | <b>450,000</b>              | <b>175,000</b>                 | <b>312,000</b>                |
| <b>Total Funds Available</b>            | <b>464,771</b>              | <b>324,376</b>                 | <b>324,316</b>                |
| <b>Expenditures</b>                     |                             |                                |                               |
| <b>Debt Service</b>                     | <b>314,895</b>              | <b>311,560</b>                 | <b>311,510</b>                |
| <b>Agent Fees</b>                       | <b>500</b>                  | <b>500</b>                     | <b>500</b>                    |
| <b>Total Expenditures</b>               | <b>315,395</b>              | <b>312,060</b>                 | <b>312,010</b>                |
| <b>Ending Fund Balance</b>              | <b>\$ 149,376</b>           | <b>\$ 12,316</b>               | <b>\$ 12,306</b>              |

**2009A CO Bond Debt Service  
Summary of Receipts & Expenditures**

|                               | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 12,832</b>            | <b>\$ 1,319</b>                | <b>\$ 3,406</b>               |
| <b>Receipts</b>               |                             |                                |                               |
| <b>Property Tax Revenues</b>  | <b>230,000</b>              | <b>245,000</b>                 | <b>244,000</b>                |
| <b>Total Funds Available</b>  | <b>242,832</b>              | <b>246,319</b>                 | <b>247,406</b>                |
| <b>Expenditures</b>           |                             |                                |                               |
| <b>Debt Service</b>           | <b>241,013</b>              | <b>242,413</b>                 | <b>243,663</b>                |
| <b>Agent Fees</b>             | <b>500</b>                  | <b>500</b>                     | <b>500</b>                    |
| <b>Total Expenditures</b>     | <b>241,513</b>              | <b>242,913</b>                 | <b>244,163</b>                |
| <b>Ending Fund Balance</b>    | <b>\$ 1,319</b>             | <b>\$ 3,406</b>                | <b>\$ 3,243</b>               |

**Police Programs Fund  
Summary of Receipts & Expenditures**

|                                     | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|-------------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b>       | <b>\$ 164,769</b>           | <b>\$ 149,143</b>              | <b>\$ 65,118</b>              |
| <b>Receipts</b>                     |                             |                                |                               |
| <b>E 9-1-1 Service Fees</b>         | <b>290,007</b>              | <b>304,000</b>                 | <b>304,000</b>                |
| <b>Security and Technology Fees</b> | <b>46,416</b>               | <b>59,000</b>                  | <b>59,000</b>                 |
| <b>Interest</b>                     | <b>246</b>                  | <b>250</b>                     | <b>250</b>                    |
| <b>Total Receipts</b>               | <b>336,669</b>              | <b>363,250</b>                 | <b>363,250</b>                |
| <b>Total Funds Available</b>        | <b>501,438</b>              | <b>512,393</b>                 | <b>428,368</b>                |
| <b>Expenditures</b>                 |                             |                                |                               |
| <b>Personnel</b>                    | <b>109,089</b>              | <b>108,075</b>                 | <b>107,771</b>                |
| <b>Supplies</b>                     | <b>25,116</b>               | <b>65,500</b>                  | <b>35,400</b>                 |
| <b>Maintenance/Repairs</b>          | <b>89,739</b>               | <b>164,850</b>                 | <b>110,725</b>                |
| <b>Contractual Payments</b>         | <b>94,821</b>               | <b>108,850</b>                 | <b>113,520</b>                |
| <b>Equipment</b>                    | <b>33,530</b>               | <b>-</b>                       | <b>-</b>                      |
| <b>Total Expenditures</b>           | <b>352,295</b>              | <b>447,275</b>                 | <b>367,416</b>                |
| <b>Ending Fund Balance</b>          | <b>\$ 149,143</b>           | <b>\$ 65,118</b>               | <b>\$ 60,952</b>              |

**Parks Pride Fund  
Summary of Receipts & Expenditures**

|                               | <u>Actual<br/>2011-2012</u> | <u>Projected<br/>2012-2013</u> | <u>Proposed<br/>2013-2014</u> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 6,149</b>             | <b>\$ 17,461</b>               | <b>\$ 16,701</b>              |
| <b>Receipts</b>               |                             |                                |                               |
| PRIDE Donations               | 11,290                      | 10,200                         | 10,200                        |
| Interest Income               | 22                          | 40                             | 40                            |
| <b>Total Receipts</b>         | <u>11,312</u>               | <u>10,240</u>                  | <u>10,240</u>                 |
| <b>Total Funds Available</b>  | 17,461                      | 27,701                         | 26,941                        |
| <b>Expenditures</b>           |                             |                                |                               |
| Park Improvements             | -                           | 11,000                         | 26,000                        |
| <b>Total Expenditures</b>     | <u>-</u>                    | <u>11,000</u>                  | <u>26,000</u>                 |
| <b>Ending Fund Balance</b>    | <u><u>\$ 17,461</u></u>     | <u><u>\$ 16,701</u></u>        | <u><u>\$ 941</u></u>          |

**Police Pride Fund  
Summary of Receipts & Expenditures**

|                               | <b>Actual<br/>2011-2012</b> | <b>Projected<br/>2012-2013</b> | <b>Proposed<br/>2013-2014</b> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 26,700</b>            | <b>\$ 17,073</b>               | <b>\$ 22,803</b>              |
| <b>Receipts</b>               |                             |                                |                               |
| <b>PRIDE Donations</b>        | <b>11,290</b>               | <b>10,200</b>                  | <b>10,200</b>                 |
| <b>Interest Income</b>        | <b>30</b>                   | <b>30</b>                      | <b>30</b>                     |
| <b>Total Receipts</b>         | <b>11,320</b>               | <b>10,230</b>                  | <b>10,230</b>                 |
| <b>Total Funds Available</b>  | <b>38,020</b>               | <b>27,303</b>                  | <b>33,033</b>                 |
| <b>Expenditures</b>           |                             |                                |                               |
| <b>Supplies</b>               | <b>2,344</b>                | <b>2,500</b>                   | <b>8,500</b>                  |
| <b>Travel/Tuition</b>         | <b>4,695</b>                | <b>1,000</b>                   | <b>7,600</b>                  |
| <b>Contractual Services</b>   | <b>1,408</b>                | <b>1,000</b>                   | <b>3,800</b>                  |
| <b>Canine Replacement Dog</b> | <b>12,500</b>               | <b>-</b>                       | <b>13,000</b>                 |
| <b>Total Expenditures</b>     | <b>20,947</b>               | <b>4,500</b>                   | <b>32,900</b>                 |
| <b>Ending Fund Balance</b>    | <b>\$ 17,073</b>            | <b>\$ 22,803</b>               | <b>\$ 133</b>                 |

**Donations Fund**  
**Summary of Receipts & Expenditures**

|                               | <u>Actual<br/>2011-2012</u> | <u>Projected<br/>2012-2013</u> | <u>Proposed<br/>2013-2014</u> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | \$ 1,153                    | \$ 2,246                       | \$ 3,152                      |
| <b>Receipts</b>               |                             |                                |                               |
| Donations                     | 2,504                       | 3,000                          | 3,000                         |
| Interest Income               | 12                          | 6                              | 5                             |
| <b>Total Receipts</b>         | <u>2,516</u>                | <u>3,006</u>                   | <u>3,005</u>                  |
| <b>Total Funds Available</b>  | 3,669                       | 5,252                          | 6,157                         |
| <b>Expenditures</b>           |                             |                                |                               |
| Supplies                      | 1,423                       | 2,100                          | 6,000                         |
| <b>Total Expenditures</b>     | <u>1,423</u>                | <u>2,100</u>                   | <u>6,000</u>                  |
| <b>Ending Fund Balance</b>    | <u>\$ 2,246</u>             | <u>\$ 3,152</u>                | <u>\$ 157</u>                 |

**Hotel/Motel Tax Fund  
Summary of Receipts & Expenditures**

|                                          | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|------------------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b>            | \$ 301,594          | \$ 163,962             | \$ 41,681             |
| <b>Receipts</b>                          |                     |                        |                       |
| Hotel/Motel Tax 5%                       | 308,911             | 322,000                | 328,600               |
| Hotel/Motel Tax 2%                       | 123,564             | 129,000                | 131,400               |
| Penalties                                | 4,871               | -                      | -                     |
| Miscellaneous                            | 151                 | 433                    | 400                   |
| Interest                                 | 244                 | 70                     | 50                    |
| Program/Sponsor Fees                     | 31,372              | 25,075                 | 23,850                |
| Auditorium/Ballroom Rental               | 12,225              | 17,000                 | 21,260                |
| <b>Total Receipts</b>                    | <u>481,338</u>      | <u>493,578</u>         | <u>505,560</u>        |
| <b>Total Funds Available</b>             | 782,932             | 657,540                | 547,241               |
| <b>Expenditures</b>                      |                     |                        |                       |
| <i><b>Tourism</b></i>                    |                     |                        |                       |
| Administration                           | 86,762              | 80,010                 | 81,144                |
| Programs                                 | 163,629             | 149,390                | 111,200               |
| Downtown Building Incentive              | 24,032              | 25,000                 | 15,000                |
| Museum Support                           | 82,500              | 82,500                 | 70,000                |
| Arts Council                             | 36,000              | 36,000                 | -                     |
| <i><b>Ballroom:</b></i>                  |                     |                        |                       |
| Personnel                                | 22,419              | 19,184                 | 19,133                |
| Supplies                                 | 2,622               | 13,869                 | 14,681                |
| Maintenance                              | 14,645              | 15,300                 | 9,600                 |
| Utilities                                | 24,658              | 25,900                 | 28,715                |
| Equipment                                | -                   | 11,000                 | -                     |
| <i><b>Auditorium:</b></i>                |                     |                        |                       |
| Personnel                                | 6,128               | 6,998                  | 6,978                 |
| Supplies                                 | 2,021               | 2,008                  | 1,500                 |
| Maintenance                              | 17,043              | 12,300                 | 15,000                |
| Utilities                                | 8,311               | 8,700                  | 9,605                 |
| Transfer to General Fund, admin          | 13,200              | 12,700                 | -                     |
| Transfer to Auditorium Debt Service      | 115,000             | 115,000                | 115,000               |
| <b>Total Expenditures</b>                | <u>618,970</u>      | <u>615,859</u>         | <u>497,556</u>        |
| <b>Excess Receipts over Expenditures</b> | <u>(137,632)</u>    | <u>(122,281)</u>       | <u>8,004</u>          |
| <b>Ending Fund Balance</b>               | <u>\$ 163,962</u>   | <u>\$ 41,681</u>       | <u>\$ 49,685</u>      |



**Drug Enforcement Fund  
Summary of Receipts & Expenditures**

|                               | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b> | \$ 41,351           | \$ 50,327              | \$ 85,016             |
| <b>Receipts</b>               |                     |                        |                       |
| Police Confiscated Funds      | 46,283              | 200,000                | 200,000               |
| Interest Income               | 77                  | 100                    | 200                   |
| <b>Total Receipts</b>         | <u>46,360</u>       | <u>200,100</u>         | <u>200,200</u>        |
| <b>Total Funds Available</b>  | 87,711              | 250,427                | 285,216               |
| <b>Expenditures</b>           |                     |                        |                       |
| Supplies                      | 27,015              | 152,411                | 45,930                |
| Maintenance and Repair        | -                   | 1,000                  | 29,000                |
| Contractual Services          | 50                  |                        | 100,000               |
| Travel & Tuition              | 10,319              | 12,000                 | 22,000                |
| Equipment                     | -                   | -                      | 87,582                |
| <b>Total Expenditures</b>     | <u>37,384</u>       | <u>165,411</u>         | <u>284,512</u>        |
| <b>Ending Fund Balance</b>    | <u>\$ 50,327</u>    | <u>\$ 85,016</u>       | <u>\$ 704</u>         |

**Municipal Airport Fund  
Summary of Receipts & Expenditures**

|                               | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b> | \$ 93,777           | \$ 121,065             | \$ 150,030            |
| <b>Receipts</b>               |                     |                        |                       |
| Interest Income               | 218                 | 200                    | 200                   |
| Airport Rentals               | 49,090              | 48,885                 | 49,000                |
| Fuel Sales                    | 442,501             | 435,400                | 436,000               |
| <b>Total Receipts</b>         | <u>491,809</u>      | <u>484,485</u>         | <u>485,200</u>        |
| <b>Total Funds Available</b>  | 585,586             | 605,550                | 635,230               |
| <b>Expenditures</b>           |                     |                        |                       |
| Fuel Purchases                | 408,973             | 396,000                | 396,000               |
| Other Supplies                | 2,858               | 2,600                  | 2,600                 |
| Maintenance                   | 2,058               | 2,500                  | 23,000                |
| Contractual Services          | 36,159              | 36,860                 | 37,060                |
| Utilities                     | 13,507              | 15,900                 | 16,400                |
| Vehicle Usage                 | 966                 | 1,660                  | 1,410                 |
| <b>Total Expenditures</b>     | <u>464,521</u>      | <u>455,520</u>         | <u>476,470</u>        |
| <b>Ending Fund Balance</b>    | <u>\$ 121,065</u>   | <u>\$ 150,030</u>      | <u>\$ 158,760</u>     |

**Computer Service Fund**  
**Summary of Receipts & Expenditures**

|                               | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b> | <b>\$ 102,288</b>   | <b>\$ 106,921</b>      | <b>\$ 107,572</b>     |
| <b>Revenues</b>               |                     |                        |                       |
| <b>Computer Usage:</b>        |                     |                        |                       |
| General Fund                  | 492,862             | 538,910                | 493,530               |
| Tourism                       | 1,860               | 1,980                  | 1,600                 |
| Equipment Services Fund       | 11,159              | 9,910                  | 9,610                 |
| Utility Fund                  | 78,114              | 79,230                 | 67,300                |
| Solid Waste Fund              | 9,299               | 11,890                 | 12,820                |
| Interest Earned               | 35                  | 40                     | 40                    |
| Miscellaneous Revenue         | 1,507               | 612                    | -                     |
| <b>Total Revenues</b>         | <b>594,836</b>      | <b>642,572</b>         | <b>584,900</b>        |
| <b>Total Funds Available</b>  | <b>697,124</b>      | <b>749,493</b>         | <b>692,472</b>        |
| <b>Expenses</b>               |                     |                        |                       |
| Personnel                     | 290,313             | 326,782                | 360,702               |
| Supplies                      | 14,002              | 50,990                 | 37,950                |
| Maintenance & Repairs         | 166,165             | 184,609                | 97,075                |
| Utilities                     | 44,450              | 49,200                 | 52,900                |
| Contract Wages                | 18,553              | 20,000                 | 25,500                |
| Debt Service                  | 47,616              | -                      | -                     |
| Contractual Services & Other  | 9,104               | 10,340                 | 14,660                |
| Equipment, Capital Outlay     | -                   | -                      | -                     |
| <b>Total Expenses</b>         | <b>590,203</b>      | <b>641,921</b>         | <b>588,787</b>        |
| <b>Ending Fund Balance</b>    | <b>\$ 106,921</b>   | <b>\$ 107,572</b>      | <b>\$ 103,685</b>     |

**Equipment Service Fund**  
**Summary of Receipts & Expenditures**

|                                   | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-----------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b>     | \$ 88,309           | \$ 88,309              | \$ 88,307             |
| <b>Revenues</b>                   |                     |                        |                       |
| <b>Equipment Service Revenue:</b> |                     |                        |                       |
| General Fund                      | 1,248,207           | 1,341,198              | 1,408,660             |
| Airport Fund                      | 966                 | 1,660                  | 1,410                 |
| Utility Fund                      | 276,001             | 269,469                | 280,480               |
| Solid Waste Fund                  | 906,570             | 1,012,640              | 1,071,590             |
| Miscellaneous Revenue             | 1,174               | -                      | -                     |
| <b>Total Revenues</b>             | <u>2,432,918</u>    | <u>2,624,967</u>       | <u>2,762,140</u>      |
| <b>Total Funds Available</b>      | 2,521,227           | 2,713,276              | 2,850,447             |
| <b>Expenses</b>                   |                     |                        |                       |
| Personnel                         | 622,563             | 706,906                | 706,072               |
| Supplies                          | 1,034,725           | 1,047,063              | 1,134,787             |
| Maintenance & Repair              | 597,865             | 629,826                | 697,575               |
| Utilities                         | 23,803              | 33,400                 | 35,500                |
| Computer Services                 | 11,159              | 9,910                  | 9,680                 |
| Contractual Services              | 142,803             | 159,347                | 175,490               |
| Equipment                         | -                   | 38,517                 | 20,000                |
| <b>Total Expenses</b>             | <u>2,432,918</u>    | <u>2,624,969</u>       | <u>2,779,104</u>      |
| <b>Ending Fund Balance</b>        | <u>\$ 88,309</u>    | <u>\$ 88,307</u>       | <u>\$ 71,343</u>      |

**Fleet Replacement Fund**  
**Summary of Receipts & Expenditures**

|                                | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b>  | \$ 185,029          | \$ 361,361             | \$ 153,562            |
| <b>Revenues</b>                |                     |                        |                       |
| Transfers-In for Debt Serv     | 220,228             | 220,228                | 220,228               |
| Transfers-In for Fund Balance  | 140,000             | -                      | -                     |
| Transfer In for Equip Purchase | 709,387             | 1,500,189              | 1,331,091             |
| Grant Proceeds                 | 39,516              | -                      | -                     |
| Interest                       | 340                 | 460                    | 400                   |
| <b>Total Revenues</b>          | <u>1,109,471</u>    | <u>1,720,877</u>       | <u>1,551,719</u>      |
| <b>Total Funds Available</b>   | 1,294,500           | 2,082,238              | 1,705,281             |
| <b>Expenses</b>                |                     |                        |                       |
| Debt Service                   | 220,228             | 220,228                | 220,228               |
| Major Repair                   | 6,436               | -                      | -                     |
| Equipment-General Fund         | 296,517             | 936,659                | 668,847               |
| Equipment-Utility Fund         | 188,315             | 135,668                | 40,000                |
| Equipment-Solid Waste Fund     | 221,643             | 636,121                | 622,244               |
| <b>Total Expenses</b>          | <u>933,139</u>      | <u>1,928,676</u>       | <u>1,551,319</u>      |
| <b>Ending Fund Balance</b>     | <u>\$ 361,361</u>   | <u>\$ 153,562</u>      | <u>\$ 153,962</u>     |

**Water Customer Deposits  
Summary of Receipts and Expenses**

|                               | <u>Actual<br/>2011-2012</u> | <u>Projected<br/>2011-2012</u> | <u>Proposed<br/>2013-2014</u> |
|-------------------------------|-----------------------------|--------------------------------|-------------------------------|
| <b>Beginning Fund Balance</b> | \$ 237,123                  | 238,084                        | 239,084                       |
| <b>Receipts</b>               |                             |                                |                               |
| Interest Income               | <u>961</u>                  | <u>1,000</u>                   | <u>1,000</u>                  |
| <b>Total Funds Available</b>  | 238,084                     | 239,084                        | 240,084                       |
| <b>Expenses</b>               |                             |                                |                               |
| Miscellaneous                 | <u>-</u>                    | <u>-</u>                       | <u>-</u>                      |
| <b>Ending Fund Balance</b>    | <u>\$ 238,084</u>           | <u>\$ 239,084</u>              | <u>\$ 240,084</u>             |

**Water & Sewer Pro Rata Fund  
Summary of Receipts and Expenses**

|                               | Actual<br>2011-2012 | Projected<br>2012-2013 | Proposed<br>2013-2014 |
|-------------------------------|---------------------|------------------------|-----------------------|
| <b>Beginning Fund Balance</b> | \$ 190,976          | \$ 189,881             | \$ 186,331            |
| <b>Receipts</b>               |                     |                        |                       |
| Interest Income               | 405                 | 450                    | 450                   |
| Pro Rata Fees                 | -                   | 6,000                  | 6,000                 |
| <b>Total Receipts</b>         | <u>405</u>          | <u>6,450</u>           | <u>6,450</u>          |
| <b>Total Funds Available</b>  | 191,381             | 196,331                | 192,781               |
| <b>Expenses</b>               |                     |                        |                       |
| Miscellaneous                 | <u>1,500</u>        | <u>10,000</u>          | <u>10,000</u>         |
| <b>Ending Fund Balance</b>    | <u>\$ 189,881</u>   | <u>\$ 186,331</u>      | <u>\$ 182,781</u>     |



# TRANSFERS SCHEDULE

## FUND DETAILS

**100** From fund 700 5% franchise, admin cost  
 From fund 700 for fund balance  
 From fund 790, dept 243, 244, 245  
 To fund 660 for debt service  
 To fund 660 for equipment purchases  
  
**222** From fund 700  
  
**310** From fund 460  
  
**460** To fund 310  
  
**600** From fund 700  
  
**660** From fund 100  
 From fund 700  
 From fund 790, equipment purchase  
  
**700** To fund 100 5% franchise, admin cost  
 To fund 770  
 To fund 222  
 To fund 600  
 To fund 100 fund balance  
 From fund 790, admin cost  
 To fund 660 for equipment purchase  
  
**770** From fund 700  
  
**790** To fund 100 8% franchise, admin cost RSW  
**790** To fund 700 admin cost RSW  
**790** To fund 100 8% franchise, admin cost CSW  
**790** To fund 700 admin cost CSW  
**790** To fund 100 8% franchise, admin cost Recycle  
**790** To fund 700 admin cost Recycle  
**790** To fund 660, equipment purchase

## TOTALS

| BUDGETED FY13/14                  |                                  |
|-----------------------------------|----------------------------------|
| Expense<br>TRANSFER FROM<br>Debit | Revenue<br>TRANSFER TO<br>Credit |
|                                   | \$ 1,643,000.00                  |
|                                   | \$ 2,057,000.00                  |
|                                   | \$ 611,000.00                    |
| \$ 220,228.00                     |                                  |
| \$ 668,847.00                     |                                  |
|                                   | \$ 600,000.00                    |
|                                   | \$ 115,000.00                    |
| \$ 115,000.00                     |                                  |
|                                   | \$ 200,000.00                    |
|                                   | \$ 889,075.00                    |
|                                   | \$ 40,000.00                     |
|                                   | \$ 622,244.00                    |
| \$ 1,643,000.00                   |                                  |
| \$ 600,000.00                     |                                  |
| \$ 600,000.00                     |                                  |
| \$ 200,000.00                     |                                  |
| \$ 2,057,000.00                   |                                  |
|                                   | \$ 135,000.00                    |
| \$ 40,000.00                      |                                  |
|                                   | \$ 600,000.00                    |
| \$ 240,900.00                     |                                  |
| \$ 53,200.00                      |                                  |
| \$ 333,100.00                     |                                  |
| \$ 73,600.00                      |                                  |
| \$ 37,000.00                      |                                  |
| \$ 8,200.00                       |                                  |
| \$ 622,244.00                     |                                  |
| \$ 7,512,319.00                   | \$ 7,512,319.00                  |

CITY OF SHERMAN  
DEBT SERVICE  
2012-2018

| Fund                                | 2014                |                     |                     | 2015                |                     |                     |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                     | Principal           | Interest            | Total               | Principal           | Interest            | Total               |
| <u>General and Internal Service</u> |                     |                     |                     |                     |                     |                     |
| <u>Leases</u>                       |                     |                     |                     |                     |                     |                     |
| General Fund Leases                 | 196,463             | 23,765              | 220,228             | 203,223             | 17,005              | 220,228             |
| <u>CO Bonds</u>                     |                     |                     |                     |                     |                     |                     |
| 2008 CO Bond                        | 210,000             | 150,049             | 360,049             | 215,000             | 142,357             | 357,357             |
| April 2009 CO Bond                  | 173,333             | 138,177             | 311,510             | 178,333             | 132,977             | 311,310             |
| Fall 2009A CO Bond                  | 130,000             | 113,663             | 243,663             | 135,000             | 109,763             | 244,763             |
|                                     | 513,333             | 401,889             | 915,222             | 528,333             | 385,097             | 913,430             |
| <u>TIF Funds</u>                    |                     |                     |                     |                     |                     |                     |
| Town Center                         | 201,667             | 114,186             | 315,853             | 206,667             | 105,904             | 312,571             |
| <u>Utility Fund</u>                 |                     |                     |                     |                     |                     |                     |
| GTUA-Existing Debt                  | 2,991,188           | 1,331,964           | 4,323,152           | 3,095,168           | 1,248,948           | 4,344,116           |
| GTUA-Projected New Debt             | 90,000              | 120,000             | 210,000             | 309,000             | 412,000             | 721,000             |
| Leases                              | 161,029             | 1,426               | 162,455             | -                   | -                   | -                   |
|                                     | 3,242,217           | 1,453,390           | 4,695,607           | 3,404,168           | 1,660,948           | 5,065,116           |
| <u>Auditorium</u>                   |                     |                     |                     |                     |                     |                     |
|                                     | 55,000              | 55,425              | 110,425             | 60,000              | 53,338              | 113,338             |
| <b>GRAND TOTAL</b>                  | <b>\$ 4,208,680</b> | <b>\$ 2,048,655</b> | <b>\$ 6,257,335</b> | <b>\$ 4,402,391</b> | <b>\$ 2,222,292</b> | <b>\$ 6,624,683</b> |

CITY OF SHERMAN  
DEBT SERVICE  
2012-2018

| Fund                                | 2016                |                     |                     | 2017                |                     |                     |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                     | Principal           | Interest            | Total               | Principal           | Interest            | Total               |
| <u>General and Internal Service</u> |                     |                     |                     |                     |                     |                     |
| <u>Leases</u>                       |                     |                     |                     |                     |                     |                     |
| General Fund Leases                 | 210,191             | 10,038              | 220,229             | 162,532             | 2,779               | 165,311             |
| <u>CO Bonds</u>                     |                     |                     |                     |                     |                     |                     |
| 2008 CO Bond                        | 225,000             | 134,393             | 359,393             | 235,000             | 126,067             | 361,067             |
| April 2009 CO Bond                  | 180,000             | 127,627             | 307,627             | 185,000             | 121,327             | 306,327             |
| Fall 2009A CO Bond                  | 145,000             | 105,713             | 250,713             | 150,000             | 101,363             | 251,363             |
|                                     | 550,000             | 367,733             | 917,733             | 570,000             | 348,757             | 918,757             |
| <u>IIF Funds</u>                    |                     |                     |                     |                     |                     |                     |
| Town Center                         | 220,000             | 97,400              | 317,400             | 230,000             | 88,102              | 318,102             |
| <u>Utility Fund</u>                 |                     |                     |                     |                     |                     |                     |
| GTUA-Existing Debt                  | 2,674,296           | 1,161,114           | 3,835,410           | 2,752,497           | 1,087,593           | 3,840,090           |
| GTUA-Projected New Debt             | 543,500             | 412,000             | 955,500             | 409,500             | 546,000             | 955,500             |
| Leases                              | -                   | -                   | -                   | -                   | -                   | -                   |
|                                     | 3,217,796           | 1,573,114           | 4,790,910           | 3,161,997           | 1,633,593           | 4,795,590           |
| <u>Auditorium</u>                   |                     |                     |                     |                     |                     |                     |
|                                     | 60,000              | 51,088              | 111,088             | 65,000              | 48,744              | 113,744             |
| <b>GRAND TOTAL</b>                  | <b>\$ 4,257,987</b> | <b>\$ 2,099,373</b> | <b>\$ 6,357,360</b> | <b>\$ 4,189,529</b> | <b>\$ 2,121,975</b> | <b>\$ 6,311,504</b> |

CITY OF SHERMAN  
DEBT SERVICE  
2012-2018

| Fund                                | 2018         |              |              | 2019         |              |              |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                                     | Principal    | Interest     | Total        | Principal    | Interest     | Total        |
| <u>General and Internal Service</u> |              |              |              |              |              |              |
| <u>Leases</u>                       |              |              |              |              |              |              |
| 100/660                             | -            | -            | -            | -            | -            | -            |
| <u>CO Bonds</u>                     |              |              |              |              |              |              |
| 350                                 | 245,000      | 117,379      | 362,379      | 255,000      | 108,329      | 363,329      |
| 351                                 | 191,667      | 114,852      | 306,519      | 196,667      | 107,665      | 304,332      |
| 353                                 | 155,000      | 96,488       | 251,488      | 165,000      | 91,063       | 256,063      |
|                                     | 591,667      | 328,719      | 920,386      | 616,667      | 307,057      | 923,724      |
| <u>TIF Funds</u>                    |              |              |              |              |              |              |
| 320                                 | 238,333      | 78,360       | 316,693      | 248,333      | 68,146       | 316,479      |
| <u>Utility Fund</u>                 |              |              |              |              |              |              |
| 700                                 | 2,851,939    | 1,009,625    | 3,861,564    | 2,966,547    | 927,507      | 3,894,054    |
|                                     | 409,500      | 546,000      | 955,500      | 409,500      | 546,000      | 955,500      |
| 700                                 | -            | -            | -            | -            | -            | -            |
|                                     | 3,261,439    | 1,555,625    | 4,817,064    | 3,376,047    | 1,473,507    | 4,849,554    |
| 310                                 | 70,000       | 46,213       | 116,213      | 70,000       | 43,500       | 113,500      |
| <u>Auditorium</u>                   |              |              |              |              |              |              |
|                                     | \$ 4,161,439 | \$ 2,008,917 | \$ 6,170,356 | \$ 4,311,047 | \$ 1,892,210 | \$ 6,203,257 |
| <u>GRAND TOTAL</u>                  |              |              |              |              |              |              |

**City of Sherman**  
*Property Tax Historical Summary*

| <b>Fiscal<br/>Year</b> | <b>Estimated<br/>Taxable<br/>Value<br/>(in 000)</b> | <b>Tax<br/>Levy<br/>(in 000)</b> | <b>Total<br/>Collections<br/>(in 000)</b> | <b>Property<br/>Tax Rate<br/>(per \$100)</b> |
|------------------------|-----------------------------------------------------|----------------------------------|-------------------------------------------|----------------------------------------------|
| 2004                   | \$ 1,514,256                                        | \$ 6,057                         | \$ 5,921                                  | \$ 0.40                                      |
| 2005                   | \$ 1,557,228                                        | \$ 6,229                         | \$ 6,258                                  | \$ 0.40                                      |
| 2006                   | \$ 1,767,235                                        | \$ 7,069                         | \$ 6,802                                  | \$ 0.40                                      |
| 2007                   | \$ 1,894,959                                        | \$ 7,580                         | \$ 7,283                                  | \$ 0.40                                      |
| 2008                   | \$ 1,994,144                                        | \$ 7,921                         | \$ 7,491                                  | \$ 0.40                                      |
| 2009                   | \$ 2,070,926                                        | \$ 6,627                         | \$ 6,478                                  | \$ 0.32                                      |
| 2010                   | \$ 2,226,215                                        | \$ 7,124                         | \$ 7,020                                  | \$ 0.32                                      |
| 2011                   | \$ 2,213,943                                        | \$ 7,085                         | \$ 6,923                                  | \$ 0.32                                      |
| 2012                   | \$ 2,207,699                                        | \$ 7,065                         | \$ 6,918                                  | \$ 0.32                                      |
| 2013 (est)             | \$ 2,286,000                                        | \$ 7,315                         | \$ 7,154                                  | \$ 0.32                                      |



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 3.**

**Meeting Date:** 08/05/2013

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** George Olson, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5784**

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 5<sup>th</sup> day of November, 2013, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing That Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

**Issue:**

To call a Regular Municipal Election for November 5, 2013, to elect two (2) District City Council Members. Positions on the ballot will be for District 1 (currently held by Council Member Joe Smith) and District 3 (currently held by Council Member Pam Howeth)

**Background:**

In compliance with the City of Sherman Charter and the Election laws for the State of Texas, the City must, by ordinance, call a Regular Municipal Election for the first Tuesday after the first Monday in November. This ordinance also establishes the voting centers for this election.

**Origination:**

The ordinance originated with the City Clerk's Office.

**Financial Consideration:**

The City's total cost for the 2012 Election was \$16,586.58.

**Staff Recommendation:**

It is recommended that the City Council approve the ordinance calling the Regular Municipal Election for Tuesday, November 5, 2013.

**Alternatives:**

There is no viable alternative.

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**Attachments**

Ordinance No. 5784

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## **ORDINANCE NO. 5784**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5<sup>th</sup> DAY OF NOVEMBER, 2013, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That, 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, 2013, the same being the 5<sup>th</sup> day of said month, at which election all qualified voters may vote for the purpose of electing a District 1 and a District 3 City Council Member 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. 5785, passed and approved on the 5<sup>th</sup> day of August, 2013.

**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 District Council Member. The designation of each position on the official ballot shall be Council Member, District 1; and Council Member, District 3, respectively.

**SECTION 4.** That no person's name shall be placed upon the official ballot as a candidate for the position of 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-one (71) 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 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. In the event 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 District 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 vote centers for this election shall be as follows:

| <b><u>LOCATION</u></b>                                            | <b><u>JUDGES</u></b> |
|-------------------------------------------------------------------|----------------------|
| East Sherman Baptist Church<br>910 E. King<br>Sherman, Texas      | TBD                  |
|                                                                   | Presiding Judge      |
|                                                                   | TBD                  |
|                                                                   | Alternate Judge      |
| United Way of Grayson County<br>713 E. Brockett<br>Sherman, Texas | TBD                  |
|                                                                   | Presiding Judge      |
|                                                                   | TBD                  |
|                                                                   | Alternate Judge      |

|                                                                                        |                                                      |
|----------------------------------------------------------------------------------------|------------------------------------------------------|
| Luella First Baptist Church<br>3162 Hwy 11<br>Sherman, Texas                           | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
| Grayson College – Van Alstyne Campus<br>1455 W. Van Alstyne Pkwy<br>Van Alstyne, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
| Howe Community Center<br>700 W. Hanning<br>Howe, Texas                                 | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
| First National Bank – Tom Bean<br>109 S. Britton<br>Tom Bean, Texas                    | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
| Southside Baptist Church<br>3500 S. Park<br>Denison, Texas                             | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
| Grayson County Sub-Courthouse<br>101 W. Woodward<br>Denison, Texas                     | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
| Whitewright City Hall<br>206 W. Grand<br>Whitewright, Texas                            | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |

|                                                    |                                                      |
|----------------------------------------------------|------------------------------------------------------|
| Bells City Hall<br>203 S. Broadway<br>Bells, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|-------------------------------------------------------------------------|------------------------------------------------------|
| Texoma Council of Governments<br>1117 Gallagher Drive<br>Sherman, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
|-------------------------------------------------------------------------|------------------------------------------------------|

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|-----------------------------------------------------------|------------------------------------------------------|
| Sadler Community Building<br>105 N. Main<br>Sadler, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|----------------------------------------------------------|------------------------------------------------------|
| Whitesboro City Hall<br>111 W. Main<br>Whitesboro, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|-----------------------------------------------------------------------|------------------------------------------------------|
| Collinsville Community Building<br>117 N. Main<br>Collinsville, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|---------------------------------------------|------------------------------------------------------|
| Tioga City Hall<br>600 Main<br>Tioga, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|---------------------------------------------------------------------------|------------------------------------------------------|
| Gunter Community Center<br>104 N. 4 <sup>th</sup> Street<br>Gunter, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|--------------------------------------------------------------------------------|------------------------------------------------------|
| Pottsboro ISD Administration Building<br>105 Cardinal Lane<br>Pottsboro, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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| Don's BBQ<br>21852 Hwy 377 North<br>Whitesboro, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|------------------------------------------------------------------------|------------------------------------------------------|
| Grayson College – Denison Campus<br>6101 Grayson Dr.<br>Denison, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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| Parkside Baptist Church<br>301 N. Lillis Lane<br>Denison, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
|-----------------------------------------------------------------|------------------------------------------------------|

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| Faith Church<br>1800 W. Taylor<br>Sherman, Texas | TBD<br>Presiding Judge<br><br>TBD<br>Alternate Judge |
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|-----------------------------------------------------|------------------------------------------------------|
| Municipal Building<br>405 N. Rusk<br>Sherman, Texas | TBD<br>Presiding Judge<br><br>TBD<br>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 21 through November 1, 2013, at times to be determined by the Grayson County Commissioners.

**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 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 13, 2013.

**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 \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 4.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5785**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District at 4800 Texoma Parkway, Suite 502A, being Lots 3, 5, 7 and Part of Lots 1 & 2, Block 1, Midway Mall Addition (TNP Sites LLC, Owners and Sherry Gillespie, Applicant); 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 TNP Sites LLC (Owners) and Sherry Gillespie (Applicant) concerning the property located at 4800 Texoma Parkway, Suite 502A, being Lots 3, 5, 7 and part of Lots 1 and 2, Block 1, Midway Mall Addition, to allow a commercial amusement center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District

**Background:**

The property is located at 4800 Texoma Parkway, Suite 502A, inside of Midway Mall; it was formerly occupied by Dennard's. The applicant would like to open a commercial amusement center for teenagers ages 13-17 to spend their free time, be safe and have fun. Teen HotSpot will be family owned and will have the latest game systems, snack bar, dance floor, big screen TV's and much more. Hours of operation will be Monday through Thursday 3-7 p.m. during school, Friday 12-7 p.m. when school is out, Saturday 12-8 p.m. year round, and closed on Sunday.

**Origination:**

TNP Sites LLC (Owners)  
Sherry Gillespie (Applicant)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and limiting the Specific Use Permit to September 1, 2014.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Ordinance No. 5785

Location Map

Zoning Map

Photo

Narrative

Site Plan

Floor Plan

Elevations

P&Z Communication

Staff Review Letter

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## **ORDINANCE NO. 5785**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT AT 4800 TEXOMA PARKWAY, SUITE 502A, BEING LOTS 3, 5, 7 AND PART OF LOTS 1 & 2, BLOCK 1 MIDWAY MALL ADDITION (TNP SITES LLC, OWNERS AND SHERRY GILLESPIE, APPLICANT); 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, TNP Sites LLC (Owners) and Sherry Gillespie (Applicant) are granted a Specific Use Permit to allow a commercial amusement center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District at 4800 Texoma Parkway, Suite 502A, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

**BEING** Lots 3, 5, 7 and part of Lots 1 & 2, Block 1, Midway Mall Addition

**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 O-1 (75 & 82) Overlay District, and the sign ordinance must be followed.
2. The operation of illegal gambling machines is prohibited.
3. 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:

4. The grease trap for the concession area must meet City criteria. Please contact the City of Sherman Pre-Treatment Services at 903-868-2516.

Planning & Zoning Commission

5. Limiting the Specific Use Permit to September 1, 2014

**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 \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

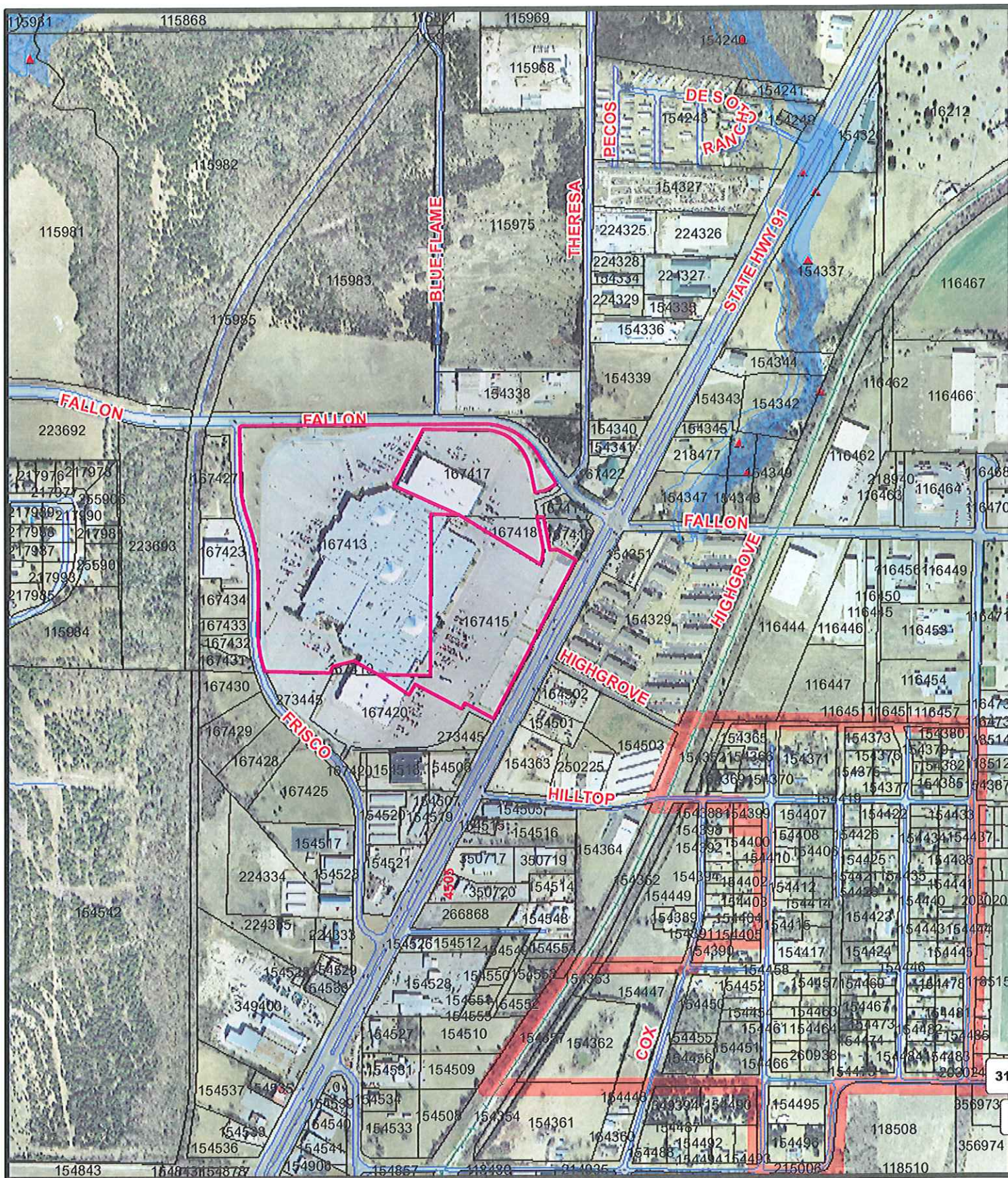
**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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





**4800 Texoma Parkway, Suite 502A**

City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 687 feet







4800 Texoma Pkwy. Ste. 502A



# TEEN HOTSPOT BUSINESS PLAN

4800 Texoma Pkway  
Sherman, TX 75090

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This will be the place to be for teenagers all over the Texoma & Oklahoma area. No more "I'm Bored" or "There is no place to go". Teen Hotspot will have the latest game systems, snack bar, dance floor, big screen tv's and much more. Having no direct competition, Teen Hotspot anticipated popularity local businesses and surrounding cities.

- BUSINESS DESCRIPTION
- INTRODUCTION
- ORGANIZATIONAL FORM
- [MARKETING](#)
- MANAGEMENT
- [ACCOUNTING](#)
- RISKS

FINANCIALS

## Business Description

Teen Hotspot, is a hangout for teens ages of 13-17. Teen Hotspot will be accomodating around 80-150 people.

## INTRODUCTION

During the past 10 years cities and states all over the country have tried to find ways to entertain teens. This is a hard task and many do not want to deal with all the issues that come with a group of teens. Today most teens do not have an appealing place to spend their free time on a regular basis. Teens are continuously under supervision and have only minimal options, such as the movies, mall or hanging out at home or at a friends house. This is what causes them to be bored and drives them towards Drugs, Alcohol and Stealing.

Teen Hotspot is **not** a **night club**. It is a place where teens can spend their free time, be safe and have fun. It is a place where every parent will feel that their teenager is safe and being entertained.

## ORGANIZATIONAL FORM

Teen Hotspot will be family owned business organized as a limited liability company. The principal owner will be Sherry Gillespie. Sherry Gillespie will be the decision making partner while Leonta Gillespie will be the silent partner. The ownership split will be 60 percent for Sherry Gillespie and 40 percent for Leonta Gillespie.

## MARKETING

### Target Market

Teen Hotspot target market consists of individuals between the ages of 13-17 who are looking for a fun and safe place to hangout and live within an hour's drive from Sherman, Texas. According to recent research, this age group has the "time, money, and a steady desire to be entertained."

Teen Hotspot market consists of over 150,000 individuals in six counties including Oklahoma:

|                |                       |
|----------------|-----------------------|
| Grayson County | 9,877                 |
| Cooke County   | 3,499                 |
| Fannin County  | <del>2,605</del> 2605 |
| Collin County  | 73,098                |
| Denton County  | 58,106                |
| Bryan County   | 4,114                 |
| Total          | 151,299               |



## Market Profile

Teen Hotspot target market consists largely of junior high school and high school teens who has a need for somewhere safe to go to have fun. Most of Teen Hotspots target market will have student IDs and driver license. These kids tend to spend the majority of their money on clothing, food, and entertainment. Their primary entertainment options include going to the movies, music, and going on dates. Mediamark Research Inc. (MRI) surveyed a sample of teens and found that 28 percent of the teens go out either with friends or on a date at least once a week. Since this age group has a need for entertainment, Teen Hotspot will provide a place where they can bring their dates, dance, play games and hang out with friends.

## Pricing and Advertising

Teen spending has steadily increase over the past 5 years and will continue every year. Research has determined that teens average about \$60.00 of disposable income a week. Out of this amount, teens spend about 15 percent for entertainment and about 8 percent on fast food. Based on this data, Teen Hotspot will charge an entrance fee of \$5.00. Teen Hotspot will provide more entertainment options for a longer period of time than any other entertainment venue. Thus, Teen Hotspot needs to keep the entrance fee in accordance with the amount teens usually pay for this type of entertainment. Teen Hotspot will be able to make additional revenue on the drinks, snacks, and video games and other activities that they will provide.

While the \$5 entrance fee is less than what the local arcades charge with no admission but charge a high amount for games and snacks. By charging less than the average arcade .Teen Hotspot will become a less costly alternative that will provide heart-thumping entertainment for a longer period of time than any other hang out spot. And, although Teen Hotspot will cost more than the price of just hanging out at the malls, it will nonetheless be an attractive alternative: it will allow teens the opportunity to dance to base-thumping music, play the most exciting videos games, and hang out with their friends in a safe place.

Survey done in the Texoma area show, asking teens what makes places/brands cool to them and where do they learn trends. In answering the question, the teens reported the following (in part):

- 49 percent stated if it's a new place/brand.
- 38 percent stated if it's for people of my age
- 22 percent stated if cool friends or peers use it
- 15 percent stated advertising

In answering the question, "Where do teens learn trends?," the teens reported the following (in part):

- 50 percent stated friends
- 21 percent stated myself
- 14 percent stated advertising
- 13 percent stated "coolest" people in school
- 6 percent stated celebrities

Teen Hotspot plans to advertise in the following ways. First, as any new business would do, Teen Hotspot plans to have a huge grand opening celebration. Teen Hotspot will reach its target market by commercial ad with local tv station. This will be the most expensive form of advertising that Teen Hotspot will employ. Teen Hotspot advertising budget will be 5 percent of its monthly revenue. The tv commercials depending on the time slot will cost about \$250 for 4 runs.

Secondly, in order to increase revenue during the week, Teen Hotspot plans to open after school for 4 hours, so that teens will have a chance to have fun and mingle. This will give the parents a peace of mind. Teen Hotspot will also send flyers to churches, schools, have a moving bill board, ads in the news paper advertisement. Being located in the Midway Mall is a plus for Teen Hotspot with the through traffic, movie theatre and other local businesses located there. Teen Hotspot will have specials during the week on games and admission. Also to generate cash flow. For example Teen Hotspot will offer party rentals for teen birthdays. There will also be packages for summer entries for families.

Finally, Teen Hotspot will set up a Hotspot Team. This team will consist of teens within Teen Hotspot target market. Teen Hotspot will use the Hotspot Team to advise on choosing decorations, and special events. The team will receive a Teen Hotspot employee shirt, free passes, and discount on special event prices.

## Competitors

Teen Hotspot considers any goods or services that teens would rather spend their money on for entertainment purposes as our competition. At the same time, Teen Hotspot also feels that we have no direct competition because there is no type of hang out spot that caters to teens that is currently in operation in our target area. Our indirect competitors consist of the following: two movie theaters, skating rink, bowling alley and any "free" hangout spots such parking lots and parks within our target radius. Research shows that in this market radius an average of 75 percent attend these competitors the following time frame

The average teen attends the skating rink, movies & bowling alley:

- 20 percent once a week
- 25 percent attended 2-3 times a month
- 30 percent attended less than once a month

If this sample holds true, then Teen Hotspot would suffer little competition from the skating rink, movie theaters or bowling alley. Teens usually receive an allowance from their parents and, in general, look for ways to make the allowance go further. Teen Hotspot will provide more entertainment options for a longer period of time. Teen Hotspot customers can dance to base-thumping dance music, play the latest video games or just sit and socialize with their friends.

As for the "free" hangout spots, Teen Hotspot will have a hard time competing with them since Teen Hotspot will charge an entrance fee. However, Teen Hotspot can strive to make its establishment "the" place to be and thus making it the place to be seen. By implementing the above advertising campaigns, Teen Hotspot will let its customers know that it's a great place to socialize with friends, be themselves, have fun and most of all be safe.



## **MANAGEMENT**

Sherry Gillespie will initially manage the Teen Hotspot. Mrs. Gillespie is currently managing Peppertree Townhomes and has a degree in Busnisss Management . She has 5 years of experience with teens in her work as a staff member of Girl Inc and subsitute for the Sherman ISD. She has also volunteered in the past Texoma Black Expo as Chairman for 5 years. Once Teen Hotspot is up and running for a year, a full-time manager and a part-time assistant manager will take over the day-to-day operations. This manager will be experienced in running arcade and supervising employees.

## **ACCOUNTING**

Teen Hotspot will have a primarily cash business. It will be a family run business until it is up and running for a year. Teen Hotspot will employ outside employees after a year in business. All cash registers and credit card purchases will be handled and collect at random times.

## **RISKS**

Any business that deals with teens and most of all a group of them tend to suffer some risks. First, situations could occur involving customers fighting. Teen Hotspot will have a zero tollerance policy and offenders will not be permitted back on the premances. Teen Hotspot goal is to prevent this type of occurrence by employing security and having these individuals check customers and lock up bags and coats. If such occurrences should happen, though, then it will be the security team job to break up the fight, escort the fighting customer from the premises, and, if needed, call the police for assistance Teen Hotspot will just follow the above procedure to make it known that it will not tolerate such behavior.

curry Office.

J.C. Penney's

**କେନ୍ଦ୍ରୀୟ ମାଧ୍ୟମିକ**



Dance  
Floor

Play Station  
Wii, X-box  
TV

Table  
Games

Snack Bar/  
(Concession  
stand)

Food  
Area

Check In

Computer  
Room

Lounge  
Area

Arcade  
Games

Entry





**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 6.**

**Meeting Date:** 07/16/2013

**Prepared by:** Patsy Reeves, Developmental Services Admin Secretary

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

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**Requested Action/Proposed Use:**

**4800 TEXOMA PARKWAY, SUITE 502A**

The request of TNP Sites LLC (Owners) and Sherry Gillespie (Applicant) concerning the property located at 4800 Texoma Parkway, Suite 502A, being Lot 3, 5, 7 and part of Lots 1 & 2, Block 1, Midway Mall Addition, as follows;

***Planning and Zoning Commission***

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a commercial amusement center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District.

**Background:**

The property is located at 4800 Texoma Parkway, Suite 502A inside Midway Mall, it was formerly occupied by Dennard's. The applicant would like to open a commercial amusement center for teenagers ages 13-17 to spend their free time, be safe and have fun. Teen HotSpot will be family owned and will have the latest game systems, snack bar, dance floor, big screen TV's and much more. Hours of operation will be M-F 3-7 p.m. during school, Friday 12-7 p.m. when school is out and Saturday 12-8 p.m. year round; they will be closed on Sunday.

**Adjacent Zoning:**

C-2 (General Commercial) District and M-1 (Light Manufacturing) District

**Origination:**

TNP Sites LLC (Owners) and Sherry Gillespie (Applicant)



**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:**

15

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Photo

Narrative

Site Plan

Floor Plan

Elevations

Staff Review Letter

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**STAFF REVIEW LETTER**

July 10, 2013

TNP Sites LLC  
805 Avenue L  
Brooklyn, NY 11230

Sherry Gillespie  
1900 W. Taylor, Apt. 301  
Sherman, TX 75092

Dear Applicants:

The request for a Specific Use Permit and site plan approval to allow a commercial amusement center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District at 4800 Texoma Parkway, Suite 502A is scheduled to be heard by the Planning and Zoning Board on July 16, 2013 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

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

Zoning

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, and the sign ordinance must be followed.
2. The operation of illegal gambling machines is prohibited.
3. 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:

4. The grease trap for the concession area must meet City criteria. Please contact the City of Sherman Pre-Treatment Services at 903-868-2516.

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

Jamie Baggs, Fire Marshal  
Brandon Shelby, City Attorney  
Lisa Whitfield, Engineering & Development Coordinator



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 5.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director Developmental Services

**Approved By:** George Olson, City Manager

---

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5786**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Lumber Yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 3601 North Travis Street, being Lot 1, Block 1, Covey Addition (Goins Home Center, LLC, Owners; and Landon Goins, 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 Goins Home Center, LLC (Owners) and Landon Goins (Representative) concerning the property located at 3601 North Travis Street, being Lot 1, Block 1, Covey Addition, to allow a lumber yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

**Background:**

The property is located at 3601 North Travis Street between Lamberth Road and U.S. Highway 82; L Watkins and Associates were the former tenants. Goins Home Center would like to open a lumberyard/home building center at this location.

**Origination:**

Goins Home Center, LLC (Owners)  
Landon Goins (Representative)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and no outside storage allowed.

**Alternatives:**

The City Council could deny the request.

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### **Attachments**

Ordinance No. 5786

Location Map

Zoning Map

Photo

Aerial Map

Site Plan

Elevations

P&Z Communication

Staff Review Letter

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## **ORDINANCE NO. 5786**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A LUMBER YARD IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 3601 NORTH TRAVIS STREET, BEING LOT 1, BLOCK 1, COVEY ADDITION (GOINS HOME CENTER, LLC, OWNERS AND LANDON GOINS, 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, Goins Home Center, LLC (Owners) and Landon Goins (Representative) are granted a Specific Use Permit to allow a lumber yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 3601 North Travis Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

**BEING** Lot 1, Block 1, Covey Addition

**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 O-1 (75 & 82) Overlay District 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.
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. All parking shall be on private property and shall not encroach into Travis Street right-of-way.
5. Parking is permitted on paved surfaces only; a parking space is considered to be 9'x20'.
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.

Planning & Zoning Commission

7. No outside storage allowed.

**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 \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

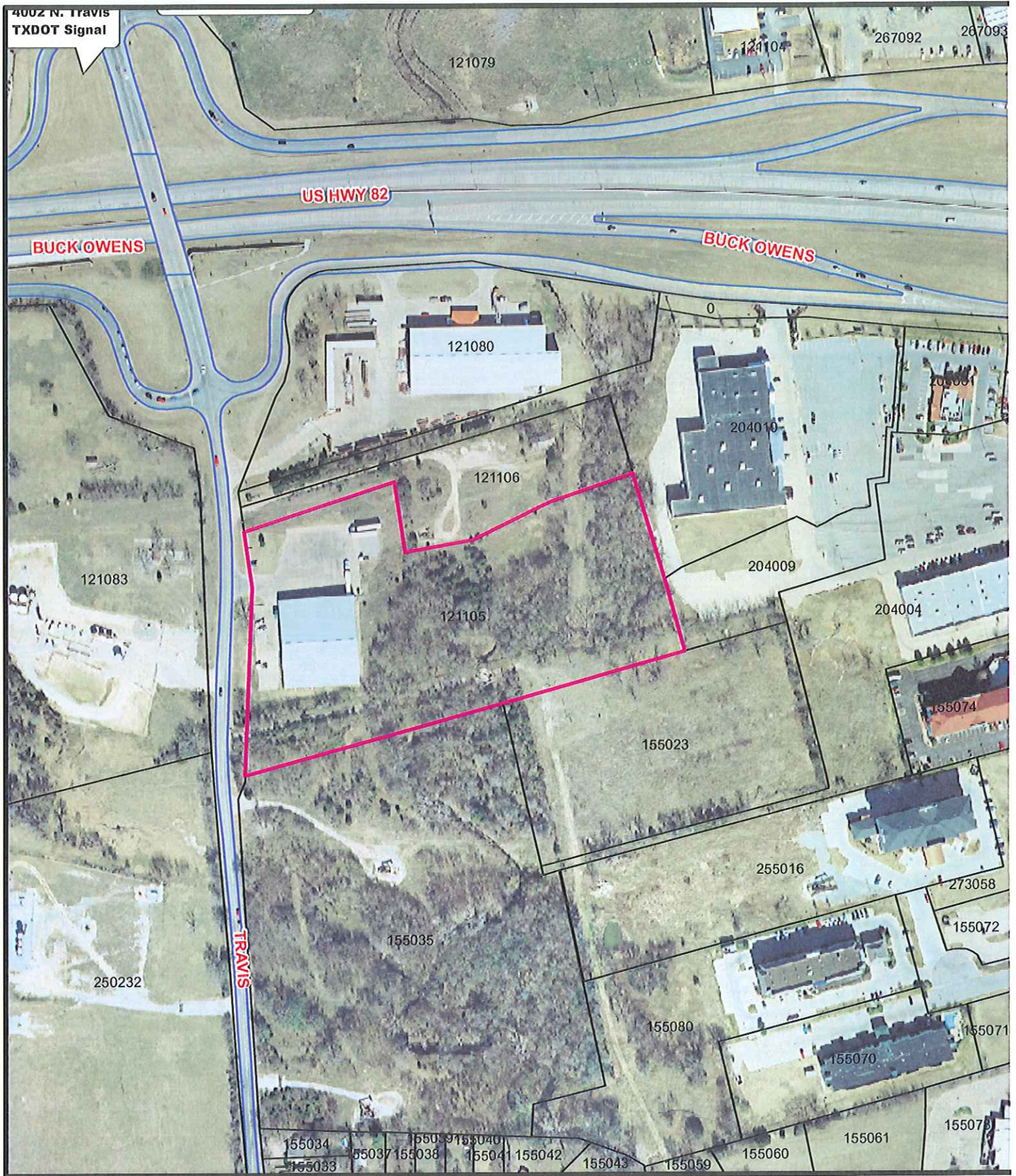
**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**



**APPROVED AS TO FORM  
AND CONTENT:**

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



3601 N Travis

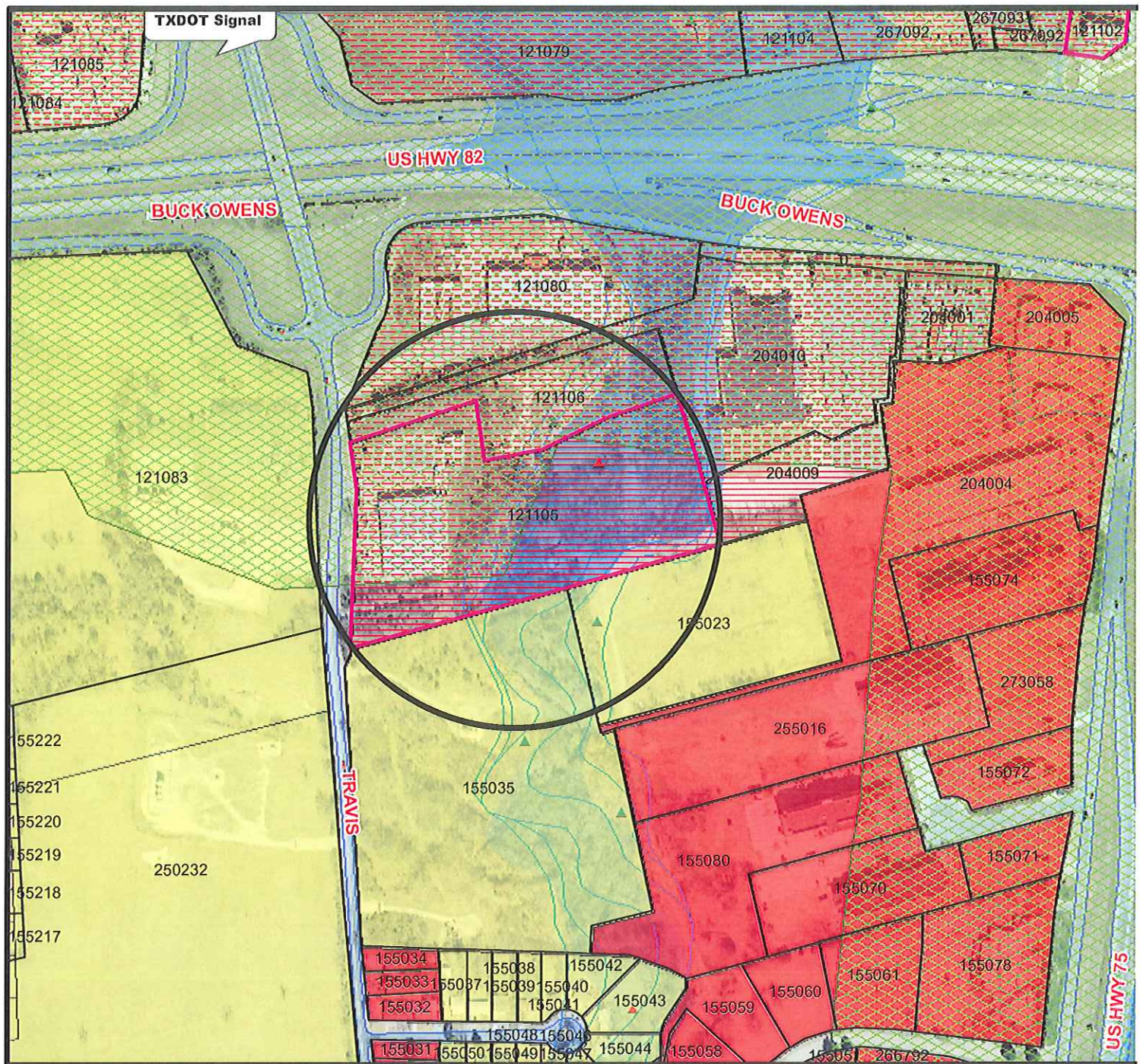
City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 258 feet





## Zoning - 3601 N. Travis

### Legend

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





# 3601 N. Travis

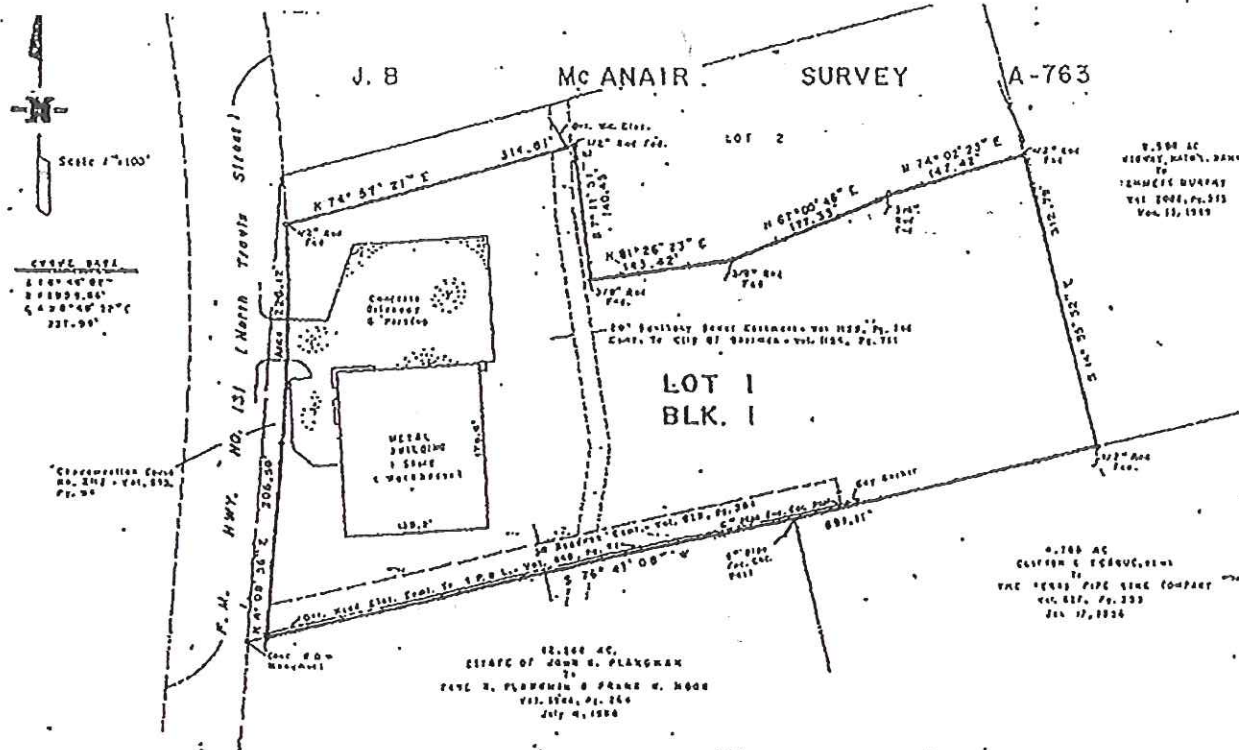




Source: USGS  
Source: NASA, NOAA, USGS  
© 2008 Microsoft Corp.

esri





I, Jerry P. Montgomery, Registered Professional Land Surveyor, hereby certify that the above plat was prepared from a survey made on the ground on the 17th day of September, 1956 of the following described property:

Lot No. One (1) in Block No. One (1) of CUYER ADDITION, an Addition to the City of Sherman, Texas as shown on plat of record in Volume 9, Page 07, Plat Records, Grayson County, Texas.

That the improvements on said Lot are known as described above and that there are no visible encroachments, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on plat herein.

*Jerry P. Montgomery*  
JERRY P. MONTGOMERY









**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 12.**

**Meeting Date:** 07/16/2013

**Prepared by:** Patsy Reeves, Developmental Services Admin Secretary

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

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**Requested Action/Proposed Use:**

**3601 N. TRAVIS**

The request of Goins Home Center, LLC (Owners) and Landon Goins (Representative) concerning the property located at 3601 N. Travis Street, being Lot 1, Block 1, Covey Addition, as follows;

***Planning and Zoning Commission***

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a lumber yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

***Board of Adjustments***

Exception under Ordinance No. 2280, Section 6.8, Subsection (4)(b) to allow existing building finishes of metal in lieu of the required masonry in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

**Background:**

The property is located at 3601 N. Travis Street between Lamberth Road and U.S. Highway 82; L Watkins and Associates were the former tenants. An exception to not require a screening device adjacent to a residential district was granted by the Planning and Zoning Board in 1995.

Goins Homes Center would like to open a lumberyard/home building center at this location. The existing building is metal and the owners are requesting to leave the building as it is.

**Adjacent Zoning:**

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

**Origination:**

Goins Home Center, LLC (Owners) and Landon Goins (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:**

10

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Photo

Aerial Map

Site Plan

Elevations

Staff Review Letter

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**STAFF REVIEW LETTER**

July 11, 2013

Goins Home Center LLC  
PO Box 447  
Sherman, TX 75091

Landon Goins  
1 Goins Blvd.  
Pottsboro, TX 75076

Dear Applicants:

The request for a Specific Use Permit and site plan approval to allow a lumber yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 3601 North Travis Street is scheduled to be heard by the Planning and Zoning Board on July 16, 2013 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

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

Zoning

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District 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.
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. All parking shall be on private property and shall not encroach into Travis Street right-of-way.
5. Parking is permitted on paved surfaces only; a parking space is considered to be 9'x20'.
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.

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

P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106

Jamie Baggs, Fire Marshal  
Brandon Shelby, City Attorney  
Lisa Whitfield, Engineering & Development Coordinator



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 6.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director of Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5787**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 5209 Farmington Road (Christopher W. Patton and Jennifer K. Patton, Owners; and Cox Land Surveying, Surveyor)

**Issue:**

To consider the request from Christopher W. Patton and Jennifer K. Patton (Owners) and Cox Land Surveying (Surveyor) for a zone change and site plan approval from an M-1 (Light Manufacturing) District to an R-1 (One Family Residential) District concerning the property at 5209 Farmington Road

**Background:**

The property is located at 5209 Farmington Road, between F.M. 1417 West and Shepherd Drive. The owners would like to change the zoning to an R-1 (One Family Residential) District to construct a new home on the property.

**Origination:**

Christopher W. Patton and Jennifer K. Patton (Owners)  
Cox Land Surveying (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning and Zoning Commission voted 7/0 to approve the zone change.

**Alternatives:**

The City Council could deny the request.

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### **Attachments**

Ordinance No. 5787

Location Map

Zoning Map

Photo

Site Plan

P&Z Communication

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**ORDINANCE NO. 5787**

**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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 5209 FARMINGTON ROAD (CHRISTOPHER W. PATTON AND JENNIFER K. PATTON, OWNERS; AND COX LAND SURVEYING, SURVEYOR); 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 R-1 (One Family Residential) District at 5209 Farmington Road, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

**ALL** that certain tract or parcel of land situated in the William Martin Survey, Abstract Number 765, County of Grayson, State of Texas, said tract being part of a called 115 acre tract as described in Tract II in Deed to Larry Ford Griffin and Paul Wayne Griffin, filed 18 April 2005, and Recorded in Volume 3842 Page 759 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as:

**BEGINNING** for the southeast corner of the tract described herein at a found 1 inch Steel Rebar by a wood post, said rebar being the southeast corner of said 115 acre tract, and an ell corner of a called 85.1406 acre tract as described in Deed to S and S Real Property, filed 18 April 2005, and Recorded in Volume 3842 Page 759 of said Deed Records, said rebar also being west of a Branch;

**THENCE:** South 89 degrees 27 minutes 02 seconds West, with the south line of said Griffin 115 acre tract, and with a line of said S and S tract, and with an old wire fence line, and passing at 393.01 feet a pipe fence corner post on the east side of Farmington Road, and continuing on said course for a total distance of 417.11 feet to a found Survey Mark Nail for a corner of said S and S tract, and the southwest corner of this tract, and in Farmington Road;

**THENCE:** North 21 degrees, 41 minutes, 22 seconds East, and in Farmington Road, a distance of 806.43 feet to a found Survey Mark Nail for the north corner of this tract, on the east line of said Griffin 115 acre tract, and an ell corner of said S and S tract;

**THENCE:** With the east line of said Griffin 115 acre tract, and the west line of said S and S tract, and being west of a Branch, the following 7 (seven) calls;



1. South 23 degrees 37 minutes 51 seconds East, a distance of 310.48 feet for a corner;
2. South 02 degrees 47 minutes 18 seconds East, a distance of 175.19 feet for a corner;
3. South 29 degrees 35 minutes 00 seconds West, a distance of 76.67 feet for a corner;
4. South 33 degrees 06 minutes 24 seconds West, a distance of 65.54 feet for a corner;
5. South 27 degrees 43 minutes 36 seconds West, a distance of 12.83 feet for a corner;
6. South 28 degrees 41 minutes 17 seconds East, a distance of 92.90 feet for a corner;
7. South 16 degrees 27 minutes 00 seconds East, a distance of 74.53 feet to the **POINT OF BEGINNING** and containing 4.085 acres of land.

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

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

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

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

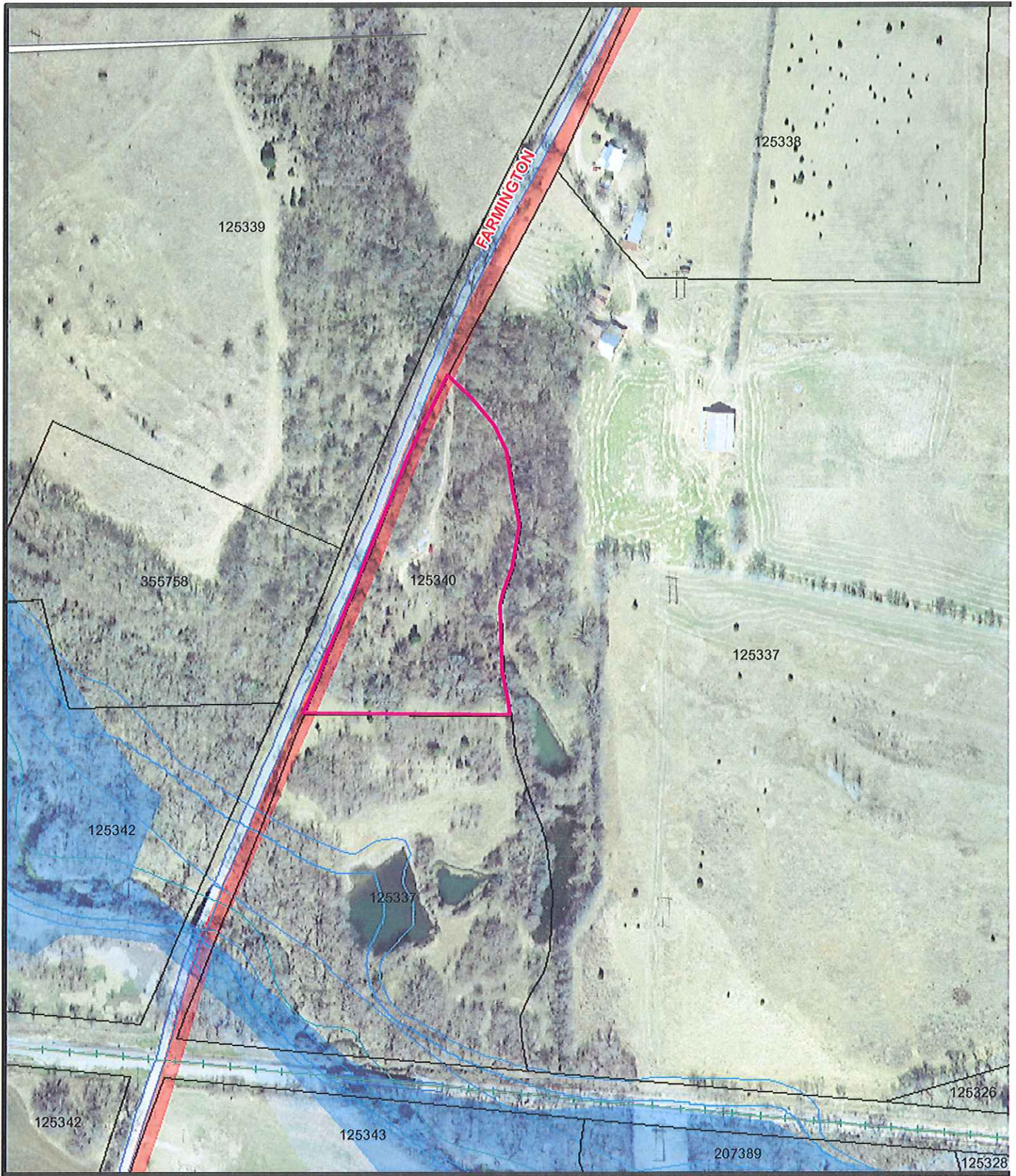
**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



## 5209 Farmington Road

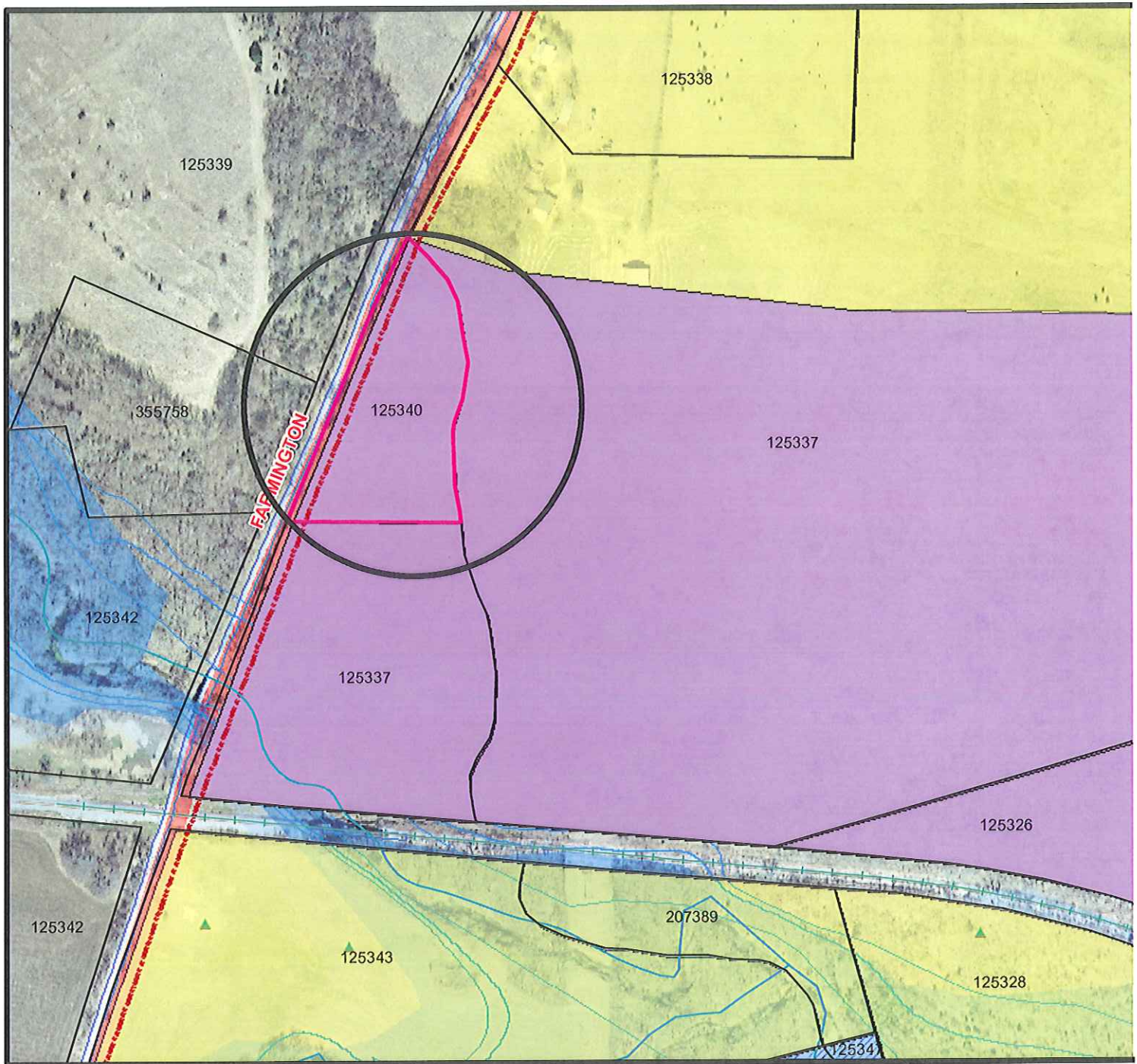
City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 258 feet





## Zoning - 5209 Farmington Road

### Legend

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





# 5209 Farmington Rd.





Date: 07 Aug. 2007



**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 10.**

**Meeting Date:** 07/16/2013

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

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**Requested Action/Proposed Use:**

**5209 FARMINGTON ROAD**

The request of Chris Patton (Owner) and Cox Land Surveying (Surveyor) concerning the property located at 5209 Farmington Road, being 4.085 acres in the William Martin Survey, Abstract No. 765, as follows;

***Planning and Zoning Commission***

Zone change under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to an R-1 (One Family Residential) District.

**Background:**

The property is located at 5209 Farmington Road between FM 1417 West and Shepherd Drive and north of the railroad tracks. The property was granted a zone change from an R-1 (1 & 2 Family Residential) District to an M-1 (Light Manufacturing) District in 1979 to protect the main line of the railroad for future manufacturing development. The area was Master Planned for light manufacturing at that time with consideration for the strong demand for industrial land especially in the southern section of Sherman and its close proximity to the railroad.

Mr. Patton would like to change the zoning on the property to an R-1 (One Family Residential) District to construct a new home.

**Adjacent Zoning:**

R-1 (One Family Residential) District and M-1 (Light Manufacturing) District

**Origination:**

Chris Patton (Owner) and Cox Land Surveying (Surveyor)



**Master Plan Designation:**

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

**Number of notices mailed:**

1

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Photo

Site Plan

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 7.**

**Meeting Date:** 08/05/2013

**Prepared By:** Clay Barnett, City Engineer

**Approved By:** George Olson, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5788**

Providing for Permanent "Stop" Signs at the Intersection of South Vaden Street and East Centennial Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

**Issue:**

To consider introducing, seeking public input, and adopting an ordinance providing for permanent "Stop" signs at the intersection of South Vaden Street and East Centennial Street, stopping traffic on South Vaden Street.

**Background:**

Staff received a citizen request for the "Stop" signs and evaluated the request based on the criteria set forth by the Texas Manual of Uniform Traffic Control Devices. The signs have been up for a 90-day trial period with no complaints or issues noted.

**Origination:**

Citizen Request and City Engineer

**Financial Consideration:**

The City's cost for installing the signs, totaling approximately \$340.00 (time and materials)

**Staff Recommendation:**

It is recommended that the City Council adopt the proposed ordinance.

**Alternatives:**

As directed by the City Council

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**Attachments**

Ordinance No. 5788

Location Map

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## **ORDINANCE NO. 5788**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “STOP” SIGNS AT THE INTERSECTION OF SOUTH VADEN STREET AND EAST CENTENNIAL STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That, from and after the passage of this ordinance, permanent “Stop” signs shall be in place at the following locations within the corporate limits of the City of Sherman, Texas:

At the intersection of South Vaden Street and East Centennial Street, stopping northbound and southbound traffic on South Vaden Street, as shown on the exhibit attached hereto and incorporated herein for all purposes.

**SECTION 2.** That the City Engineer is directed to designate this action by the appropriate markings and signs.

**SECTION 3.** That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Chapter 1, Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

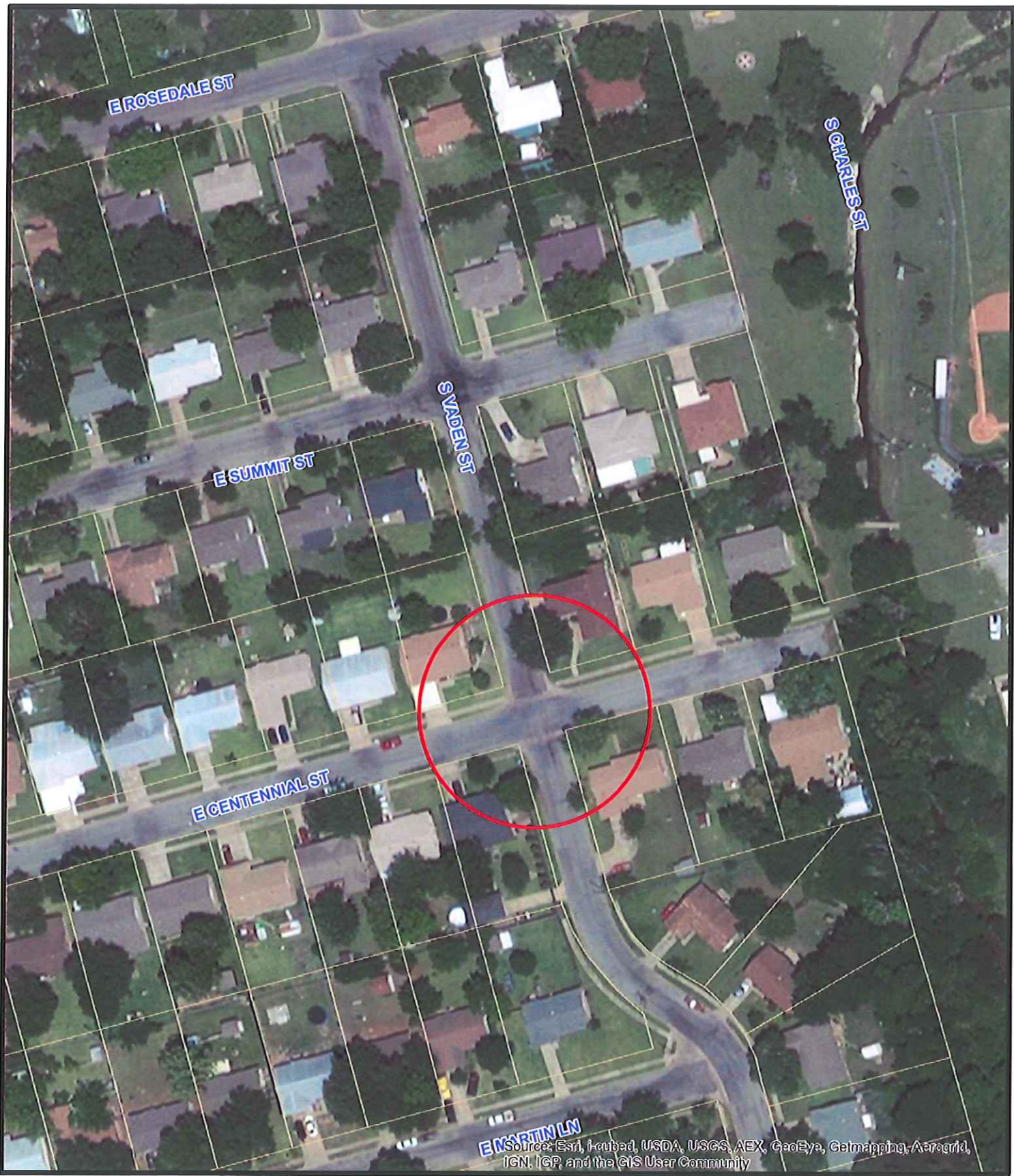
**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

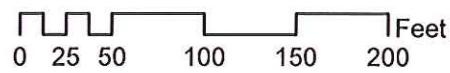
**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



**VADEN and CENTENNIAL**







# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. C. 8.**

**Meeting Date:** 08/05/2013

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved by:** George Olson, City Manager

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**Caption:**

**ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers: 5784, 5785, 5786, 5787 and 5788

**List of Agenda Items:**

**C.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5784**

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 5<sup>th</sup> day of November, 2013, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing That Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

**C.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5785**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center in a C-2 (General Commercial) District and M-1 (Light Manufacturing) District at 4800 Texoma Parkway, Suite 502A, being Lots 3, 5, 7 and Part of Lots 1 & 2, Block 1, Midway Mall Addition (TNP Sites LLC, Owners and Sherry Gillespie, Applicant); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

**C.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5786**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Lumber Yard in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District at 3601 North Travis Street, being Lot 1, Block 1, Covey Addition (Goins Home Center, LLC, Owners; and Landon Goins, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

**C.6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5787**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 5209 Farmington Road (Christopher W. Patton and Jennifer K. Patton, Owners; and Cox Land Surveying, Surveyor)

C.7.

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5788**

Providing for Permanent “Stop” Signs at the Intersection of South Vaden Street and East Centennial Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

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## SHERMAN CITY COUNCIL

### Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 9.

Meeting Date: 08/05/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

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**Caption:**

**TABLED AT THE JULY 15, 2013 CITY COUNCIL MEETING:  
ADOPTION OF ORDINANCE NO. 5780**

Creating a Joint Airport Zoning Board and Investing such Joint Airport Zoning Board with the Powers such Boards are Authorized to Exercise Under the Provisions of the Airport Zoning Act, Texas Local Government Code, §241.001, et. seq.; Providing for an Effective Date

**Issue:**

**This item was tabled after public hearing at the July 15, 2013 meeting of the City Council. A motion and order are required to remove the item from the table and permit its consideration.**

The creation of a Joint Airport Zoning Board (JAZB) for the North Texas Regional Airport and the appointment of two members to said Board

**Background:**

This ordinance was introduced and a public hearing was held at the July 15, 2013 City Council meeting. During discussion of the ordinance in the "Adoption of Ordinances" portion of the meeting, the City Council tabled the ordinance to give themselves more time to study the issue before them.

The North Texas Regional Airport is operated by the Grayson County Regional Mobility Authority and contributes to the economy of Grayson County, the City of Sherman, the City of Denison, and the City of Pottsboro. The Airport Zoning Act (Chapter 241 of the Texas Local Government Code) prohibits the creation of an airport hazard and provides means for the elimination, removal, alteration, mitigation or marking and lighting of an airport hazard. Section 241.014 provides for the creation of a Joint Airport Zoning Board. Said Board should be created jointly with other affected political subdivisions by resolution or ordinance. The Board must consist of two members appointed by each political subdivision plus an additional member, a chairman elected by a majority of the appointed members, for a nine-member board.

The Pottsboro City Council and the Denison City Council appointed their two members at the May 6<sup>th</sup> and May 20<sup>th</sup> meetings, respectively. At the June 25<sup>th</sup> meeting, the Grayson County Commissioners appointed their three North Texas Regional Airport Zoning Commission Members to the JAZB.

Mike Shahan (Airport Director for the North Texas Regional Airport) and Phil Roether (Chairman of the Airport Zoning Commission) will be present to respond to any questions or concerns.

**Origination:**

Mike Shahan, Airport Director, North Texas Regional Airport  
Phil Roether, Chairman, Airport Zoning Commission

**Financial Consideration:**

There is no financial impact associated with this agenda item.

**Staff Recommendation:**

It is recommended that the City Council adopt this ordinance and appoint Sherman's two members to the Joint Airport Zoning Board. Staff research has indicated that the other participating political subdivisions can form the JAZB and impose zoning regulations upon Sherman's ETJ and territorial limits with or without Sherman's participation in the JAZB.

**Alternatives:**

The Council could choose to not adopt the ordinance.

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**Attachments**

Ordinance No. 5780

Airport Zoning Commission Chairman Phil Roether's Letter of April 25, 2013

Texas Local Government Code, Chapter 241 - Airport Zoning Act

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## **ORDINANCE NO. 5780**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE, §241.001, ET. SEQ.; PROVIDING FOR SEVERABILITY; 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.**

**WHEREAS**, the County of Grayson operates an airport known as the North Texas Regional Airport under the auspices of the Grayson County Regional Mobility Authority; and

**WHEREAS**, the North Texas Regional Airport serves the interest of Grayson County, the City of Sherman, the City of Denison, and the City of Pottsboro by contributing to the economic well being of the area; and

**WHEREAS**, it is in the interest of the three cities and the county to provide protection to the airport from future adjacent development that could be detrimental to the operations of the airport or could be negatively impacted or pose a public safety concern due to the airport operations and flight patterns; and

**WHEREAS**, Section 241 of the Texas Local Government Code makes provisions for the protection of airports by regulating height and land use regulations around and adjacent to such airports that could pose a public risk or nuisance and interfere with the proper operations of the airport;

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

**SECTION 1.** That, subject to like provisions being made by the Commissioners Court of Grayson County, Texas, by proper order, duly promulgated and entered on their minutes, and as authorized by the provisions of the Airport Zoning Act, Texas Local Government Code §241.001, et. seq., there is hereby created a joint airport zoning board, to be known as the Joint Airport Zoning Board, which board shall have the powers and exercise the duties set forth in Texas Local Government Code §241.014.

**SECTION 2.** That the Joint Airport Zoning Board shall be comprised of nine (9) members: two (2) members appointed by the Sherman City Council, two (2) members appointed by the Denison City Council, two (2) members appointed by the Pottsboro City Council, and three (3) members appointed by the Commissioners Court of Grayson County, Texas; and the Chairman of the Joint Airport Zoning Board shall be elected by a majority of the members so appointed.



**SECTION 3.** That, exercising its rights as an appointing authority, the Sherman City Council appoints \_\_\_\_\_ and \_\_\_\_\_ to the Joint Airport Zoning Board, who may continue to serve solely at the discretion of this City Council.

**SECTION 4.** That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 5.** That this ordinance shall become effective from and after its passage.

**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 \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



April 25, 2013

Mr. George Olsen  
City Manager  
Sherman City Hall  
220 W Mulberry St  
Sherman, TX 75090

**RE: Joint Airport Zoning Board Membership**

Dear Mr. Olsen:

Based on the recommendation in the Airport Business Plan approved in October 2006, the Grayson County Commissioners' Court re-appointed three members to the Airport Zoning Commission on October 20, 2008. The Commission had been inactive since August 22, 1983.

Since that time, the Airport Zoning Commission has been working with consultants, who specialize in airport land use development plans, in developing a Land Use Compatibility Zoning Ordinance for property near the North Texas Regional Airport. On December 18, 2012, the Grayson County Commissioners' Court approved the North Texas Regional Airport Land Use Compatibility Zoning Ordinance and requested that the Airport Zoning Commission adopt the Land Use Compatibility Zoning Ordinance.

In accordance with the Airport Zoning Act, Texas Local Government Code, Section 241.014 (c), a Joint Airport Zoning Board is being created with two members each from Sherman, Pottsboro and Denison and the members of the Grayson County Zoning Commission for a total of nine members. This Board is the Administrative Agency that will oversee the Land Use Compatibility Zoning Ordinance.

We are requesting the Sherman City Council appoint two members to the Joint Airport Zoning Board at their earliest convenience. We are requesting the same from the City Councils of Pottsboro and Denison.

It is our hope to have the first Joint Airport Zoning Board meeting in late May or early June. This meeting will bring all participating members up to date on the proposed North Texas Regional Airport Land Use Compatibility Zoning Ordinance. The end goal is to establish Land Use Compatibility Zoning Ordinance.

Please contact me at 903-786-7878 or Mike Shahan at 903-786-2904, if you have any questions or need additional information.

Sincerely,

Phil Roether  
Chairman, Airport Zoning Commission

Cc     Airport Zoning Commission  
         Honorable Drue Bynum, Grayson County Judge

LOCAL GOVERNMENT CODE

SUBTITLE C. REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF  
LOCAL GOVERNMENT

CHAPTER 241. MUNICIPAL AND COUNTY ZONING AUTHORITY AROUND AIRPORTS

SUBCHAPTER A. GENERAL PROVISIONS

§ 241.001. SHORT TITLE. This chapter may be cited as the  
Airport Zoning Act.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.002. LEGISLATIVE FINDINGS. The legislature finds  
that:

(1) an airport hazard endangers the lives and property  
of users of the airport and of occupants of land in the vicinity of  
the airport;

(2) an airport hazard that is an obstruction reduces  
the size of the area available for the landing, taking off, and  
maneuvering of aircraft, tending to destroy or impair the utility  
of the airport and the public investment in the airport;

(3) the creation of an airport hazard is a public  
nuisance and an injury to the community served by the airport  
affected by the hazard;

(4) it is necessary in the interest of the public  
health, public safety, and general welfare to prevent the creation  
of an airport hazard;

(5) the creation of an airport hazard should be  
prevented, to the extent legally possible, by the exercise of the  
police power without compensation; and

(6) the prevention of the creation of an airport  
hazard and the elimination, the removal, the alteration, the  
mitigation, or the marking and lighting of an airport hazard are  
public purposes for which a political subdivision may raise and  
spend public funds and acquire land or interests in land.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.003. DEFINITIONS. In this chapter:

(1) "Airport" means an area of land or water, publicly  
or privately owned, designed and set aside for the landing and  
taking off of aircraft and used or to be used in the interest of the  
public for that purpose. The term includes an area with  
installations relating to flights, including installations,  
facilities, and bases of operations for tracking flights or  
acquiring data concerning flights.

(2) "Airport hazard" means a structure or object of  
natural growth that obstructs the air space required for the taking

off, landing, and flight of aircraft or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling aircraft.

(3) "Airport hazard area" means an area of land or water on which an airport hazard could exist.

(4) "Airport zoning regulation" means an airport hazard area zoning regulation and an airport compatible land use zoning regulation adopted under this chapter.

(5) "Centerline" means a line extending through the midpoint of each end of a runway.

(6) "Compatible land use" means a use of land adjacent to an airport that does not endanger the health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the airport, including the taking off and landing of aircraft.

(7) "Controlled compatible land use area" means an area of land located outside airport boundaries and within a rectangle bounded by lines located no farther than 1-1/2 statute miles from the centerline of an instrument or primary runway and lines located no farther than five statute miles from each end of the paved surface of an instrument or primary runway.

(8) "Instrument runway" means an existing or planned runway of at least 3,200 feet for which an instrument landing procedure published by a defense agency of the federal government or the Federal Aviation Administration exists or is planned.

(9) "Obstruction" means a structure, growth, or other object, including a mobile object, that exceeds a limiting height established by federal regulations or by an airport hazard area zoning regulation.

(10) "Political subdivision" means a municipality or county.

(11) "Primary runway" means an existing or planned paved runway, as shown in the official airport layout plan (ALP) of the airport, of at least 3,200 feet on which a majority of the approaches to and departures from the airport occur.

(12) "Runway" means a defined area of an airport prepared for the landing and taking off of aircraft along its length.

(13) "Structure" means an object constructed or installed by one or more persons and includes a building, tower, smokestack, and overhead transmission line.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.004. AIRPORT USED IN INTEREST OF PUBLIC. For the purposes of this chapter, an airport is used in the interest of the public if:

(1) the owner of the airport, by contract, license, or otherwise, permits the airport to be used by the public to an extent that the airport fulfills an essential community purpose; or

(2) the airport is used by the state or an agency of the state or by the United States for national defense purposes or for any federal program relating to flight.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.005. ADOPTION OF REGULATION INCLUDES AMENDMENT OR OTHER CHANGE. A reference in this chapter to the adoption of an airport zoning regulation includes the amendment, repeal, or other change of a regulation. A reference to the adoption of an airport zoning regulation also includes the amendment of an airport zoning regulation existing on the date the law codified by this chapter took effect, which was September 5, 1947.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

#### SUBCHAPTER B. ADOPTION OF AIRPORT ZONING REGULATIONS

§ 241.011. AIRPORT HAZARD AREA ZONING REGULATIONS. (a) To prevent the creation of an airport hazard, a political subdivision in which an airport hazard area is located may adopt, administer, and enforce, under its police power, airport hazard area zoning regulations for the airport hazard area.

(b) The airport hazard area zoning regulations may divide an airport hazard area into zones and for each zone:

- (1) specify the land uses permitted;
- (2) regulate the type of structures; and
- (3) restrict the height of structures and objects of natural growth to prevent the creation of an obstruction to flight operations or air navigation.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ [241.012\[0\]](#). AIRPORT COMPATIBLE LAND USE ZONING REGULATIONS. (a) A political subdivision may adopt, administer, and enforce, under its police power, airport compatible land use zoning regulations for the part of a controlled compatible land use area located within the political subdivision if the airport is:

- (1) used in the interest of the public to the benefit of the political subdivision; or
- (2) located within the political subdivision and owned or operated by a federal defense agency or by the state.

(b) The political subdivision by ordinance or resolution may implement, in connection with airport compatible land use zoning regulations, any federal law or rules controlling the use of land located adjacent to or in the immediate vicinity of the airport.

(c) The airport compatible land use zoning regulations must include a statement that the airport fulfills an essential community purpose.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.013. EXTRATERRITORIAL ZONING IN POLITICAL SUBDIVISIONS WITH POPULATION OF MORE THAN 45,000. (a) A political subdivision with a population of more than 45,000 in which an airport used in the interest of the public to the benefit of the



political subdivision is located may adopt, administer, and enforce:

(1) airport hazard area zoning regulations applicable to an airport hazard area relating to the airport and located outside the political subdivision; and

(2) airport compatible land use zoning regulations applicable to a controlled compatible land use area relating to the airport and located outside the political subdivision.

(b) The political subdivision has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections 241.011 and [241.012\[0\]](#).

(c) The airport hazard area zoning regulations or airport compatible land use zoning regulations must include a statement that the airport fulfills an essential community purpose.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 98, § 1, 2, eff. Aug. 26, 1991.

**§ 241.014. JOINT AIRPORT ZONING BOARD.** (a) A political subdivision to whose benefit an airport is used in the interest of the public or in which an airport owned or operated by a defense agency of the federal government or the state is located may create a joint airport zoning board with another political subdivision in which an airport hazard area or a controlled compatible land use area relating to the airport is located. The political subdivisions must act by resolution or ordinance in creating the joint board.

(b) The joint airport zoning board has the same power to adopt, administer, and enforce airport hazard area zoning regulations or airport compatible land use zoning regulations under this section as that given a political subdivision by Sections 241.011 and [241.012\[0\]](#).

**(c) The joint airport zoning board must consist of two members appointed by each of the political subdivisions creating the board and, in addition, a chairman elected by a majority of the appointed members.**

(d) If an agency of the state owns and operates an airport located within an airport hazard area or controlled compatible land use area governed by a joint airport zoning board, the agency is entitled to have two members on the board.

(e) The joint airport zoning board for an airport that is owned or operated by a defense agency of the federal government and that is closed by the federal government may provide that zoning regulations adopted by the board continue in effect until the fourth anniversary of the date the airport is closed.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 352, § 1, eff. May 27, 1997; Acts 1999, 76th Leg., ch. 1176, § 1, eff. June 18, 1999.

**§ 241.015. INCORPORATION OF AIRPORT ZONING REGULATION INTO COMPREHENSIVE ZONING ORDINANCE.** A political subdivision may incorporate an airport zoning regulation in a comprehensive zoning

ordinance and administer and enforce it in connection with the administration and enforcement of the comprehensive zoning ordinance if:

(1) the two zoning regulations apply, in whole or in part, to the same area; and

(2) the comprehensive zoning ordinance includes, among other matters, a regulation on the height of buildings.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.016. AIRPORT ZONING COMMISSION. (a) Before an airport zoning regulation may be adopted, a political subdivision acting unilaterally under Section 241.013 must appoint an airport zoning commission. If the political subdivision has a planning commission or comprehensive zoning commission, that commission may be designated as the airport zoning commission.

(b) The commission shall recommend the boundaries of the zones to be established and the regulations for these zones.

(c) The commission shall make a preliminary report and hold public hearings on the report before submitting a final report.

(d) Before the 15th day before the date of a hearing under Subsection (c), notice of the hearing shall be published in an official newspaper or a newspaper of general circulation in each political subdivision in which the airport hazard area or controlled compatible land use area to be zoned is located.

(e) A joint airport zoning board created under Section 241.014 is not required to appoint a commission under this section.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 697, § 1, eff. Sept. 1, 1995.

§ 241.017. PROCEDURAL LIMITATIONS APPLYING TO ADOPTION OF ZONING REGULATIONS. (a) The governing body of a political subdivision may not hold a public hearing or take other action concerning an airport zoning regulation until it receives the final report of the airport zoning commission.

(b) An airport zoning regulation may not be adopted except by action of the governing body of the political subdivision or a joint airport zoning board after the political subdivision or joint airport zoning board holds a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard.

(c) Before the 15th day before the date of a hearing under Subsection (b), notice of the hearing must be published in an official newspaper or a newspaper of general circulation in each political subdivision in which the area to be zoned is located.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 697, § 2, eff. Sept. 1, 1995.

§ 241.018. REASONABLENESS OF AIRPORT ZONING REGULATIONS. (a) An airport zoning regulation must be reasonable and may impose a requirement or restriction only if the requirement or restriction is reasonably necessary to achieve the purposes of this chapter.

(b) In determining which airport zoning regulations to adopt, the governing body of a political subdivision or a joint airport zoning board shall consider, among other things:

- (1) the character of the flying operations expected to be conducted at the airport;
- (2) the nature of the terrain within the airport hazard area;
- (3) the character of the neighborhood; and
- (4) the current and possible uses of the property to be zoned.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.019. NONCONFORMING USES AND STRUCTURES. Except as provided by Section 241.035, airport zoning regulations may not require:

- (1) changes in nonconforming land use existing on the date of the adoption of the regulations;
- (2) the removal, lowering, or other change of a structure that does not conform to the regulations on the date of their adoption, including all phases or elements of a multiphase structure, regardless of whether actual construction has commenced, that received a determination of no hazard by the Federal Aviation Administration under 14 C.F.R., Part 77, before the regulations were adopted;
- (3) the removal, lowering, or other change of an object of natural growth that does not conform to the regulations on the date of their adoption; or
- (4) any other interference in the continuation of a use that does not conform to the regulations on the date of their adoption.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.020. PERMITS. (a) Airport zoning regulations may require that a permit be obtained before:

- (1) a new structure is constructed;
- (2) an existing structure is substantially changed or repaired;
- (3) a new use is established; or
- (4) an existing use is substantially changed.

(b) Airport zoning regulations must provide that a permit be obtained from the administrative agency authorized to administer and enforce the regulations before:

- (1) a nonconforming structure may be replaced, rebuilt, or substantially changed or repaired; or
- (2) a nonconforming object of natural growth may be replaced, substantially changed, allowed to grow higher, or replanted.

(c) A permit may not allow:

- (1) the establishment of an airport hazard;
- (2) a nonconforming use to be made;
- (3) a nonconforming structure or object of natural growth to become higher than it was at the time of the adoption of the airport zoning regulations relating to the structure or object

of natural growth or at the time of the application for the permit;  
or

(4) a nonconforming structure, object of natural growth, or use to become a greater hazard to air navigation than it was at the time of the adoption of the airport zoning regulations relating to the structure, object of natural growth, or use or at the time of the application for the permit.

(d) Except as provided by Subsection (c), an application for a permit shall be granted.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

#### SUBCHAPTER C. ADMINISTRATIVE AGENCY AND BOARD OF ADJUSTMENT

§ 241.031. ADMINISTRATIVE AGENCY. (a) Airport zoning regulations must provide for the administration and enforcement of the regulations by an administrative agency. The administrative agency may be:

(1) an agency created by the regulations;  
(2) an existing official, board, or agency of the political subdivision adopting the regulations; or  
(3) an existing official, board, or other agency of a political subdivision that participated in the creation of a joint airport zoning board adopting the regulations, if satisfactory to that political subdivision.

(b) The administrative agency may not be the board of adjustment or include any member of the board.

(c) The administrative agency shall hear and decide all applications for permits under Section 241.020.

(d) The agency may not exercise any of the powers delegated to the board of adjustment.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.032. BOARD OF ADJUSTMENT. (a) Airport zoning regulations must provide for a board of adjustment.

(b) If a zoning board of appeals or adjustment exists, it may be designated as the board of adjustment under this chapter.

(c) If a zoning board of appeals or adjustment does not exist or is not designated as the board of adjustment under this chapter, a board of adjustment must be appointed. The board must consist of five members to be appointed for terms of two years. The appointing authority may remove a board member for cause on a written charge after a public hearing. A vacancy on the board shall be filled for the unexpired term.

(d) The concurring vote of four members of the board is necessary to:

(1) reverse an order, requirement, decision, or determination of the administrative agency;  
(2) decide in favor of an applicant on a matter on which the board is required to pass under an airport zoning regulation; or  
(3) make a variation in an airport zoning regulation.  
(e) The board shall adopt rules in accordance with the

ordinance or resolution that created it.

(f) Meetings of the board are held at the call of the chairman and at other times as determined by the board. The chairman or acting chairman may administer oaths and compel the attendance of witnesses. All hearings of the board shall be open to the public.

(g) The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.033. AUTHORITY OF BOARD. The board of adjustment shall:

(1) hear and decide an appeal, as provided by Section 241.036, from an order, requirement, decision, or determination made by the administrative agency in the enforcement of an airport zoning regulation;

(2) hear and decide special exceptions to the terms of an airport zoning regulation when the regulation requires the board to do so; and

(3) hear and decide specific variances under Section 241.034.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.034. VARIANCES. (a) A person who desires to erect or increase the height of a structure, permit the growth of an object of natural growth, or otherwise use property in violation of an airport zoning regulation, may apply to the board of adjustment for a variance from the regulation.

(b) The board shall allow a variance from an airport zoning regulation if:

(1) a literal application or enforcement of the regulation would result in practical difficulty or unnecessary hardship; and

(2) the granting of the relief would:

(A) result in substantial justice being done;

(B) not be contrary to the public interest; and

(C) be in accordance with the spirit of the regulation and this chapter.

(c) The board may impose any reasonable conditions on the variance that it considers necessary to accomplish the purposes of this chapter.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.035. HAZARD MARKING AND LIGHTING. If the administrative agency or board of adjustment considers it reasonable in the circumstances and advisable to accomplish the purposes of this chapter, the agency or board may require in a



permit or a variance granted under this chapter that the owner of a structure or object of natural growth allow the political subdivision, at its own expense, to install, operate, and maintain on the structure or object of natural growth any markers and lights necessary to indicate to flyers the presence of an airport hazard.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.036. APPEAL TO BOARD. (a) A decision of the administrative agency made in its administration of an airport zoning regulation may be appealed to the board of adjustment by:

- (1) a person who is aggrieved by the decision;
- (2) a taxpayer who is affected by the decision; or
- (3) the governing body of a political subdivision or a joint airport zoning board that believes the decision is an improper application of the airport zoning regulation.

(b) The appellant must file with the board and the administrative agency a notice of appeal specifying the grounds for the appeal. The appeal must be filed within a reasonable time as determined by the rules of the board. On receiving the notice, the administrative agency shall immediately transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the administrative agency certifies in writing to the board facts supporting the agency's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by an order of the board, after notice to the administrative agency, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal within a reasonable time.

(e) The board may reverse or affirm, in whole or in part, or modify the administrative agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the board has the same authority as the administrative agency.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

#### SUBCHAPTER D. JUDICIAL REVIEW AND OTHER REMEDIES

§ 241.041. JUDICIAL REVIEW OF BOARD DECISION. (a) A person who is aggrieved or a taxpayer who is affected by a decision of a board of adjustment, or the governing body of a political subdivision or a joint airport zoning board that believes a decision of a board of adjustment is illegal, may present to a court of record a verified petition stating that the decision of the board of adjustment is illegal in whole or in part and specifying the grounds of the illegality. The petition must be presented within 10 days after the date the decision is filed in the board's office.

(b) On the presentation of the petition, the court may grant

a writ of certiorari directed to the board of adjustment to review the board's decision. Granting of the writ does not stay the proceedings on the decision under appeal, but on application and after notice to the board the court may grant a restraining order if due cause is shown.

(c) The board's return must be verified and must concisely state any pertinent and material facts that show the grounds of the decision that is appealed. The board is not required to return the original documents on which the board acted but may return certified or sworn copies of the documents or parts of the documents as provided by the writ.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.042. TRIAL BY COURT. (a) The court, in an appeal from a decision of a board of adjustment as provided by Section 241.041, shall try and determine the case de novo on the basis of the facts adduced in the trial of the case in the court. The court shall independently rule on the facts and the law as in an ordinary civil suit.

(b) The court has exclusive jurisdiction to reverse or affirm, in whole or in part, or modify the decision that is appealed and, if necessary, may order further proceedings by the board.

(c) Costs may not be assessed against the board unless the court determines that the board acted with gross negligence, in bad faith, or with malice in making its decision.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.043. EFFECT OF HOLDING OF THE COURT. If the court holds that an airport zoning regulation, although generally reasonable, interferes with the use or enjoyment of a particular structure or parcel of land to such an extent that, or is so onerous in its application to a particular structure or parcel of land that, the application of the regulation constitutes a taking or deprivation of property in violation of the state or federal constitution, the holding does not affect the application of the regulation to any other structure or parcel of land.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.044. ADDITIONAL REMEDIES. (a) A political subdivision or joint airport zoning board adopting airport zoning regulations may bring an action in a court of competent jurisdiction to prevent, restrain, correct, or abate a violation of:

- (1) this chapter;
- (2) an airport zoning regulation adopted by the political subdivision or board; or
- (3) an order or ruling made in connection with the administration or enforcement of an airport zoning regulation adopted by the political subdivision or board.

(b) The court shall grant any relief, including an injunction which may be mandatory, as may be proper under all the

facts and circumstances of the case to accomplish the purposes of this chapter and the regulations adopted and orders and rulings made under it.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

#### SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

§ 241.901. CONFLICT OF AN AIRPORT HAZARD AREA ZONING REGULATION WITH ANOTHER REGULATION. (a) If an airport hazard area zoning regulation conflicts with any other regulation applicable to the same area, the more stringent limitation or requirement controls.

(b) Subsection (a) applies to any conflict with respect to the height of a structure or object of natural growth or any other matter.

(c) Subsection (a) applies to any regulation that conflicts with an airport hazard area zoning regulation whether the regulation was adopted by the political subdivision that adopted the airport zoning regulation or by another political subdivision.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.902. CONFLICT OF AN AIRPORT COMPATIBLE LAND USE ZONING REGULATION WITH ANOTHER REGULATION. (a) If an airport compatible land use zoning regulation conflicts with any other regulation applicable to the same area, the airport compatible land use zoning regulation controls.

(b) Subsection (a) applies to any conflict with respect to the use of land or any other matter.

(c) Subsection (a) applies to any regulation that conflicts with an airport compatible land use zoning regulation, whether the regulation was adopted by the political subdivision that adopted the airport compatible land use zoning regulation or by another political subdivision.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 241.903. ACQUISITION OF AIR RIGHTS OR OTHER PROPERTY. (a) A political subdivision may acquire from a person or other political subdivision an air right, aviation easement, or other estate or interest in property or in a nonconforming structure or use if:

(1) the acquisition is necessary to accomplish the purposes of this chapter;

(2) the property or nonconforming structure or use is located within the political subdivision, the political subdivision owns the airport, or the political subdivision is served by the airport; and

(3)(A) the political subdivision desires to remove, lower, or terminate the nonconforming structure or use;

(B) airport zoning regulations are not sufficient to provide necessary approach protection because of

constitutional limitations; or

(C) the acquisition of a property right is more advisable than an airport zoning regulation in providing necessary approach protection.

(b) An acquisition under this section may be by purchase, grant, or condemnation in the manner provided by Subchapter B, Chapter 21, Property Code.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 10.

**Meeting Date:** 08/05/2013

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved by:** George Olson, City Manager

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**Caption:**

**CONSENT AGENDA**

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

**List of Agenda Items:**

- D.3.      \* RESOLUTION NO. 5787**  
Appointing and Authorizing the Execution of an Agreement with Adami, Lindsey & Company, L.L.P. to Perform the Fiscal Year 2013 Audit
- D.4.      \* RESOLUTION NO. 5788**  
Authorizing Execution of an Easement and Right of Way Agreement with Gulf Crossing Pipeline Company, LLC for a Pipeline Crossing at the Old Sherman Wastewater Treatment Plant Site
- D.6.      \* RESOLUTION NO. 5790**  
Declaring the City of Sherman's Eligibility and Intention to Renew its Tax Abatement Program to Promote Development/Redevelopment in the Central Business District of the City; Establishing Guidelines and Criteria
- D.7.      \* RESOLUTION NO. 5791**  
Authorizing Execution of an Agreement with Felipe Cruz Ramirez and Isidra Ramirez for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 407 West Dulin Street
- D.8.      \* RESOLUTION NO. 5792**  
Awarding a Bid to and Authorizing Execution of a Contract of Sale with W. Douglass Distributing, Ltd. d/b/a Douglass Distributing for an Annual Supply of Gasoline and Diesel Fuel
- E.2.      \* OTHER BUSINESS**  
Consider Calling a Special Meeting of the City Council for Tuesday, September 3, 2013, due to Conflict with a Federal Holiday
- E.4.      \* OTHER BUSINESS**  
Final Plat Approval of Brookshire Addition, being 7.431 acres in the J.B. McAnair Survey, Abstract No. 763

**E.5.      \* *OTHER BUSINESS***

Replat Approval of Lots 3 and 4 of the Replat of Fairview Park Patio Homes, Lots 1-7

**E.6.      \* *OTHER BUSINESS***

Replat Approval of Part of Lot 8, Block 1, Gleckler Plaza Addition

**E.7.      \* *OTHER BUSINESS***

Final Plat Approval of Double D Ranch Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ)

**E.8.      \* *OTHER BUSINESS***

Site Plan Approval for Fisher Controls International LLC (a subsidiary of Emerson Process Management), Owners; Fisher Controls, Tenant; Corgan Associates, Inc., Architect; and John Blacker, Hart, Gaugler & Associates, Inc., Engineer, under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Warehouse and Parking Lot Addition for Fisher Controls in the Blalock Industrial Park District at 4725 U.S. Highway 75 South

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## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 1.**

**Meeting Date:** 08/05/2013

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** George Olson, City Manager

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**Caption:**

**RESOLUTION NO. 5785**

Authorizing Execution of a Joint Election Agreement with Grayson County, Texas, to Hold a Joint Election on November 5, 2013

**Issue:**

To approve an agreement for a Joint Election between the City of Sherman and Grayson County on November 5, 2013.

**Background:**

The City's Regular Municipal Election is held on the first Tuesday after the first Monday in November of each year. The City's Elections are held in conjunction with the Grayson County Election, which will allow for one ballot and make voting easier for the citizens. It also reduces the cost of holding the Election for the City.

**Origination:**

The request originated with the City Clerk's Office.

**Financial Consideration:**

The City's total cost for the Election is expected to be about \$16,000.00, based on the cost of the most recent Election. This cost is available in the proposed fiscal year (FY) 2014 budget currently under consideration.

**Staff Recommendation:**

It is recommended that the City Council approve the Joint Election Agreement.

**Alternatives:**

The alternative is for each entity to conduct its own Election.

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**Attachments**

Resolution No. 5785

Joint Election Agreement

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**RESOLUTION NO. 5785**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A JOINT ELECTION ON NOVEMBER 5, 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 with Grayson County, Texas, to hold a joint election on November 5, 2013, in accordance with the terms and provisions of the agreement attached hereto and made a part hereof for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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

## **JOINT ELECTION AGREEMENT**

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

### **PARTIES**

**THIS AGREEMENT** is entered into by and between the **CITY OF SHERMAN** (CITY) and **GRAYSON COUNTY** (COUNTY) under the authority of Section 271 of the Texas Election Code.

### **PURPOSE**

CITY and COUNTY hereby contract and agree to hold a joint election on the 5<sup>th</sup> day of November, 2013, and thereby reduce their costs, expenses and manpower requirements.

### **DESIGNATION OF VOTE CENTERS**

CITY and COUNTY shall designate, secure, and share common vote centers. Precincts that will include the City of Sherman Election are 101, 102, 103, 104, 106, 108, 301, 302, 303, 304, 305, 405, 408, 409.

### **COMMON BALLOT**

CITY and COUNTY shall share a common ballot, wherever possible.

CITY shall provide ballot language and ballot order to COUNTY in English and Spanish on or before August 29, 2013. CITY will proof all ballot language before ballots are printed.

### **SUPPLIES AND EQUIPMENT**

For the performance of duties and services and the providing of equipment and supplies the City shall pay the County for the actual expenses incurred which are directly attributable to the City's Election, in accordance with Section 31.100, Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, ballot printing costs, logic and accuracy testing, and voting machines and equipment transportation.

City's total cost shall not exceed one-fourth (1/4) of County's cost for each of the fourteen (14) City precincts.

For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the City shall pay the County a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

### **JOINT ELECTION CLERKS**

The City Clerk and Grayson County Clerk shall serve as Joint Election Clerks for the election. Each will be custodian of records for their particular entity. Forms and records for the election will be combined wherever possible and stored jointly. In instances where common ballots are used, the County Clerk will serve as custodian for those common ballots and common records.

### **PAYMENT OF ELECTION JUDGES, CLERKS AND WORKERS**

COUNTY will be responsible for appointing all election judges, clerks, and workers necessary for this joint election. COUNTY shall be responsible for and shall pay for all such costs and expenses of the election judges, clerks, and workers for the joint election.

### **LEGAL NOTICES**

COUNTY shall publish all legal notices required by law for the joint election. If the CITY chooses to publish additional notices they will do so at their own expense.

### **EARLY VOTING**

Early Voting shall be held during the period of October 21, 2013, through November 1, 2013.

The COUNTY'S Regular Early Voting Clerk is hereby appointed and shall serve as the Joint Early Voting Clerk. The Joint Early Voting Clerk shall conduct and supervise the Early Voting procedures of those individuals making an Early Vote by personal appearance.

The Joint Early Voting Clerk will process all requests for applications for mail ballots. The Joint Early Voting Clerk shall (1) mail an application for such ballot; (2) verify qualifications to vote as stated on the application; (3) mail a ballot to the applicant; (4) receive the mailed-in ballot; (5) verify the information appearing on the outside of the Early Voting mail ballot envelope; and (6) process the ballot as required by law.

## **CANVASSING THE RETURNS**

CITY and COUNTY shall be responsible for canvassing their own returns at their own expense.

## **BINDING AUTHORITY**

By their signatures below, the individuals represent that they have express authority to enter into this agreement.

## **EFFECTIVE DATE**

This agreement shall become effective upon its signing and approval of the respective City Council and County Commissioners Court.

**LAST SIGNED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**GRAYSON COUNTY, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER**  
**MAYOR**

**BY:** \_\_\_\_\_  
**DRUE BYNUM**  
**COUNTY JUDGE**

**ATTEST:**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY**  
**CITY CLERK**

**BY:** \_\_\_\_\_  
**WILMA BLACKSHEAR-BUSH**  
**COUNTY CLERK**

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
**BRANDON S. SHELBY**  
**CITY ATTORNEY**

**BY:** \_\_\_\_\_  
**VAN PRICE**  
**ASST. DISTRICT ATTORNEY**





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 2.**

**Meeting Date:** 08/05/2013

**Prepared By:** JJ Jones, Fire Chief

**Approved By:** George Olson, City Manager

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**Caption:**

**RESOLUTION NO. 5786**

Authorizing Execution of an Amendment to the Interlocal Agreement between the City of Sherman and Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System

**Issue:**

Amending the Multi-Jurisdictional Interlocal Agreement ("ILA") with Grayson County for a CodeRed® Emergency Notification System

Grayson County, for the fifth year, has obtained grant funds to cover the cost of the CodeRed® Emergency Notification System for the fiscal year (FY) 2014. Grayson County agrees to be responsible for payment of the entire fee charged for the CodeRed System. The City shall continue to be responsible to share in future year costs. This amendment and offer to pay in full the cost of the system to the City of Sherman is contingent upon continuation of the Interlocal Agreement with Grayson County, for Emergency Management and Related Homeland Security Services.

**Background:**

The City of Sherman has utilized the CodeRed® Emergency Notification System since 2008, providing a "reverse 911" method of alerting citizens to severe weather or other local emergencies.

On October 1, 2009, the City entered into a Multi-Jurisdictional Interlocal Agreement with Grayson County for the CodeRed® Emergency Notification System. As part of the ILA, Grayson County offered the first year of the project at no cost to the City by funding it with Homeland Security grant dollars. After the first year, Grayson County and its Cities would all share the entire annual fee charged for the CodeRed® System.

An Amendment made effective on October 1, 2011, between Grayson County and the City of Sherman, provided that the original ILA would continue in full force and effect except and excluding the requirement that the Cities pay any fee for the system for FY 2012. Grayson County, for the third year, had obtained grant funds for which the entire FY 2012 cost of the emergency notification system was an eligible expense.

As a condition of the amendment, an offer to pay in full the cost of the CodeRed® system to the City of Sherman is contingent upon continuation of the ILA with Grayson County for Emergency Management and Related Homeland Security Services, approved by the City Council on October 6, 2008.

**Origination:**

Grayson County and the City of Sherman

**Financial Consideration:**

This amendment to the ILA would result in no payment to Grayson County for the CodeRed® Emergency Notification System for the FY 2014 but would result in a payment to Grayson County in the amount of \$20,000.00 for the ILA with Grayson County for Emergency Management and Related Homeland Security Services. These funds are budgeted in the FY 2014 budget currently under consideration.

**Staff Recommendation:**

It is recommended that the City Council approve the ILA Amendment with Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System.

**Alternatives:**

The City of Sherman could choose to terminate the ILA with Grayson County for the provision of Emergency Management and Related Homeland Security Services, saving the \$20,000.00 per year. The City could then choose to subscribe to CodeRed® independent of Grayson County at a cost of \$22,500.00.

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**Attachments**

June 6, 2013 Letter from Sarah Somers

Resolution No. 5786

Interlocal Agreement

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## Office of Emergency Management

**Drue Bynum**  
County Judge

June 6, 2013

**Sarah Somers**  
Emergency Management Coordinator

### TO ALL GRAYSON COUNTY CITIES:

Grayson County Commissioners Court has authorized the payment of the cost of CodeRED for FY14 from homeland security grant funds. As you will recall, our interlocal agreement provided for funding of this emergency notification service in FY10 but anticipated cash cost sharing from the jurisdictions in FY11 and all future years. Enclosed is an Amendment to the Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System for consideration by your city council. Upon receipt of an authorized and properly executed Amendment, your City will no longer have a payment due for the service on October 15, 2013.

As a reminder, the cost sharing agreement/amount actually saved for each city in FY14 will be:

|              |             |
|--------------|-------------|
| Bells        | \$549.07    |
| Collinsville | \$640.65    |
| Denison      | \$8908.19   |
| Dorchester   | \$35.37     |
| Gunter       | \$595.06    |
| Howe         | \$1,023.08  |
| Knollwood    | \$170.19    |
| Pottsboro    | \$858.39    |
| Sadler       | \$137.56    |
| Sherman      | \$15,376.40 |
| Southmayd    | \$390.68    |
| Tioga        | \$318.75    |
| Tom Bean     | \$407.97    |
| Van Alstyne  | \$1,210.16  |
| Whitesboro   | \$1,500.62  |
| Whitewright  | \$628.47    |

As further reminder, the actual cost of individual city contracts for this service (as opposed to working through the economy of scale provided by our interlocal) would be:

|                  |             |
|------------------|-------------|
| Denison          | \$15,000.00 |
| Sherman          | \$22,500.00 |
| All Other Cities | \$7,500.00  |

We are pleased to be able to provide this valuable service to our residents and appreciate your assistance in making this multi-jurisdictional emergency notification system a success.

Regards,

## **RESOLUTION NO. 5786**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT FOR GRAYSON COUNTY MULTI-JURISDICTIONAL EMERGENCY NOTIFICATION SYSTEM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, Grayson County has elected to pursue an Interlocal cooperative solution to warning and coordinated emergency notification for all residents, whether their residence be in an incorporated or unincorporated area of the County; and

**WHEREAS**, the City of Sherman has been offered the opportunity to enter into an Amended Interlocal Agreement with Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System; and

**WHEREAS**, the City of Sherman's CodeRed® Emergency Notification System would continue to provide notification of local importance, including missing persons, hazardous material releases, dangerous conditions or other local emergencies, and would be expanded to provide an automatic weather warning notification by the National Weather Service based on a projected storm path for any citizen requesting that service; and

**WHEREAS**, the Sherman City Council believes that the citizens of Sherman will benefit from the expanded CodeRed® Emergency Notification System services to be gained through this Multi-Jurisdictional Interlocal Agreement;

**NOW, THEREFORE, 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 Amendment to Interlocal Agreement for Grayson County Multi-Jurisdictional Emergency Notification System, said Amendment attached hereto and made a part hereof for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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

COUNTY OF GRAYSON §

# AMENDMENT TO INTERLOCAL AGREEMENT FOR GRAYSON COUNTY MULTI-JURISDICTIONAL EMERGENCY NOTIFICATION SYSTEM

This Amendment is made with an effective date of October 1, 2013, by and between Grayson County and the Cities of Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro and Whitewright ["hereinafter referred to as "Cities"] pursuant to Texas Government Code Chapter 791 which authorizes local governments to contract or agree to perform governmental functions and services.

WHEREAS, Grayson County and the Cities previously entered into an agreement to purchase a license for use and provide for the operation of an Emergency Communications Network system that is known as CodeRED (the “CodeRED System”), which is designed to provide high speed emergency communication services to governmental agencies; and

WHEREAS, in exchange, all parties having the benefit and use of the CodeRED System, have agreed that:

1. Grayson County would be responsible for securing and maintaining the license to use the CodeRED System on an annual basis.
2. Grayson County would be responsible for payment of the entire fee charged for the CodeRED System for the first year of its use.
3. After the first year, Grayson County and its Cities would share responsibility for the cost of the system based on the population of each participating jurisdiction. The annual cost share from each party would be due and payable to Grayson County at the address shown below on or



before October 15 of each year that the agreement remains in effect.

NOW THEREFORE, Grayson County has obtained grant funds for which the entire FY2014 cost of the emergency notification ["CodeRED"] system is an eligible expense. Grayson County now agrees to be responsible for payment of the entire fee charged for the CodeRED system for its fifth year (FY2014) of use under the multi-jurisdictional emergency notification system.

The Cities shall continue to be responsible to share in future year costs on the basis indicated in the original interlocal agreement which shall continue in full force and effect *except and excluding the requirement that the Cities pay any fee for the system for FY2014*. This amendment and offer to pay in full the cost of the system to the Cities of Denison and Sherman is contingent upon continuation of the Interlocal Agreement with Grayson County, Texas, for Emergency Management and Related Homeland Security Services, approved on September 16, 2008, by the City of Denison and October 6, 2008, by the City of Sherman.

IN WITNESS WHEREOF, the City and County have respectively caused this Amendment to the original Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System to be duly executed in duplicate originals of equal force the dates as shown below.

COUNTY OF GRAYSON

BY:

  
COUNTY JUDGE

Dated:

Address for Notice:

Office of the Grayson County Judge

100 W. Houston

Sherman, Texas 75090

ATTEST:

  
Wilma Bush, County Clerk

CITY OF \_\_\_\_\_

BY: \_\_\_\_\_

MAYOR

Dated: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 3.**

**Meeting Date:** 08/05/2013

**Prepared By:** Robby Hefton, Assistant City Manager/CFO

**Approved By:** George Olson, City Manager

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**Caption:**

**\* RESOLUTION NO. 5787**

Appointing and Authorizing the Execution of an Agreement with Adami, Lindsey & Company, L.L.P. to Perform the Fiscal Year 2013 Audit

**Issue:**

Independent audit services for fiscal year (FY) 2013

**Background:**

By Charter, we are required to annually appoint an independent auditor to perform a financial audit for the City (and SEDCO) and a compliance audit for federal grant programs. The contract with the previous auditors, Patillo, Brown & Hill out of Waco, TX expired after the most recent audit. Staff has worked with Adami, Lindsey & Company L.L.P. (ALC), a Sherman audit firm, to develop an agreement for these audit services for the FY 2013 Audit. ALC has performed the City audit in previous years and is adequately staffed and qualified to perform the audit. The Council Audit Committee is recommending appointment of Adami, Lindsey & Company, L.L.P.

**Origination:**

Council Audit Committee

Robby Hefton, Assistant City Manager/CFO

**Financial Consideration:**

The fee estimate for these services is \$46,000.00, with SEDCO paying an amount not to exceed \$5,000.00 and the City paying no more than \$41,000.00. Funds have been allocated in the FY 2013-2014 budget for this expenditure.

**Staff Recommendation:**

The staff recommends the City Council accept the recommendation of the Council Audit Committee to appoint Adami, Lindsey & Company, L.L.P. to perform the annual audit for the fiscal year ending September 30, 2013.

**Alternatives:**

The City Council could instruct the staff to solicit proposals from firms outside the City.

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**Attachments**

Resolution No. 5787

Memo to Council Audit Committee

Engagement Letter

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**RESOLUTION NO. 5787**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ADAMI, LINDSEY & COMPANY, L.L.P. TO PERFORM THE FISCAL YEAR 2013 AUDIT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Council hereby appoints Adami, Lindsey & Company, L.L.P. to perform the annual audit for the City of Sherman for fiscal year ending September 30, 2013.

**SECTION 2.** That the City Manager be and is hereby authorized and directed, subject to all agreement documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Adami, Lindsey & Company, L.L.P. to perform the annual audit for the City of Sherman for fiscal year ending September 30, 2013.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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

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**DATE:** Friday, July 26, 2013

**TO:** The Council Audit Committee  
The Hon. Pamela Howeth, Deputy Mayor  
The Hon. Joe N. Smith, Council Member  
The Hon. Ryan Johnson, Council Member

**CC:** The Hon. Mayor Carolyn S. Wacker and Members of the Sherman City Council  
George Olson, City Manager

**FROM:** Robby Hefton, Assistant City Manager/CFO *R*

**SUBJECT:** **Appointment of Independent Auditor for the Fiscal Year Ended September 30, 2013 Audit**

Since 2007, Pattillo, Brown & Hill, LLP (PBH) located in Waco, Texas, has performed the City's annual independent audit. The initial contract with PBH expired after the most recent audit, for fiscal year ended September 30, 2012.

Adami Lindsey & Company, L.L.P. (ALC), a Certified Public Accounting firm in Sherman, has performed the audit for the City in the past and has again expressed interest in performing the audit for the upcoming year. The staff has worked with them to develop an agreement to perform these services for the upcoming fiscal year, and for several subsequent years at the consent of both parties. ALC would also provide the audit services for the Sherman Economic Development Corporation (SEDCO).

ALC has agreed to provide the audit services for the upcoming year for these services for \$46,000.00, including the audit of SEDCO. This fee is in line with fees paid to the prior auditor for these services. Audit field work is expected to begin in August and the audit is expected to be completed and the report draft received by January 31, 2014. Appointment of ALC is scheduled for the August 5, 2013 Council meeting.

If you have any questions prior to the Council meeting, please let me know.

RH:pc

attachments: Auditor Engagement Letter





ADAMI, LINDSEY & COMPANY, L.L.P.  
*Certified Public Accountants*

123 NORTH CROCKETT STREET, SUITE 100  
SHERMAN, TEXAS 75090

(903) 892-2727  
FACSIMILE: (903) 868-9682  
[www.adamilindsey.com](http://www.adamilindsey.com)

DAROLD P. ADAMI  
JAMES A. LINDSEY  
DAROLD P. ADAMI, JR.  
BELINDA W. DEVINCENTIS

July 25, 2013

Mr. Robby Hefton,  
Assistant City Manager/Chief Financial Officer  
City of Sherman, Texas

Re: **Audit of Financial Statements for the Year Ending September 30, 2013**

Dear Mr. Hefton:

We are pleased to confirm our understanding of the services we are to provide the City of Sherman, Texas (City) as of and for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the City's basic financial statements as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedule – General Fund
3. Supplementary pension and OPEB information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund financial statements and schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and statistical sections of Comprehensive Annual Financial Report (CAFR)

**Audit Objectives**

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

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

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

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

### **Management Responsibilities**

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review on November 4, 2013.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

#### **Audit Procedures – General**

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

#### **Audit Procedures – Internal Control**

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

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

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



#### **Audit Procedures – Compliance**

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

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

#### **Engagement Administration, Fees, and Other**

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

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide ten (10) copies of our Single Audit Report, twenty (20) copies of the CAFR, and a PDF copy of all reports to the City; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

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

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



We expect to begin preliminary audit procedures in August 2013 and to issue a draft of our reports no later than January 31, 2014. We will issue our final reports on or before February 28, 2014 and in time to present to the City Council at their first meeting in March, 2014. James A. Lindsey is the engagement partner and is responsible for signing the reports or authorizing another individual to sign them. Brian Grisham will be responsible for supervising the engagement. Our fees for these services, including the report on the Sherman Economic Development Corporation will be based on our standard hourly rates (discounted approximately 25%) plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.) except that we agree our gross fee will not exceed \$46,000 for the year ended September 30, 2013. The fee for the current year will be allocated \$41,000 to the City and \$5,000 to SEDCO. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The City reserves the right to extend this agreement for four (4) additional one-year periods as it deems to be in the best interest of the City, and we agree that our fees will not exceed the following:

| <u>Fiscal Year Ended</u> | <u>Total Fee</u> | <u>Allocated Between</u> |              |
|--------------------------|------------------|--------------------------|--------------|
|                          |                  | <u>City</u>              | <u>SEDCO</u> |
| 2014                     | \$ 47,750        | \$ 42,500                | \$ 5,250     |
| 2015                     | 49,500           | 44,000                   | 5,500        |
| 2016                     | 51,250           | 45,500                   | 5,750        |
| 2017                     | 53,000           | 47,000                   | 6,000        |

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2011 peer review report accompanies this letter.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

Very truly yours,

*Adami, Lindsey & Company, L.L.P.*

Adami, Lindsey & Company, L.L.P.

**RESPONSE:**

This letter correctly sets forth the understanding of the City of Sherman, Texas.

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Robby Hefton, Asst. City Manager/CFO

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Date



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 4.**

**Meeting Date:** 08/05/2013

**Prepared By:** Mark Gibson, Director of Engineering & Utilities

**Approved By:** George Olson, City Manager

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**Caption:**

**\* RESOLUTION NO. 5788**

Authorizing Execution of an Easement and Right of Way Agreement with Gulf Crossing Pipeline Company, LLC for a Pipeline Crossing at the Old Sherman Wastewater Treatment Plant Site

**Issue:**

To consider entering into an Easement and Right of Way Agreement for a pipeline crossing at the Old Sherman Wastewater Treatment Plant Site east of the City

**Background:**

Gulf Crossing Pipeline Company, LLC proposes to construct and maintain a natural gas pipeline within the City of Sherman's property at the old Sherman Wastewater Treatment Plant site east of the City. They are requesting a 50' permanent easement and right-of-way and an additional 50' temporary work space to revert back to the City upon completion of pipeline construction.

**Origination:**

Gulf Crossing Pipeline Company, LLC

**Financial Consideration:**

As consideration for the City's grant of this Easement and Right of Way Agreement, Gulf Crossing Pipeline Company, LLC will pay in advance the amount of \$18,936.69.

**Staff Recommendation:**

The staff has no objections to the proposed Easement and Right of Way Agreement and recommends approval.

**Alternatives:**

As may be directed by the City Council

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### **Attachments**

Resolution No. 5788

Easement and Right of Way Agreement

Exhibits "A" and "B"

Receipt and Release Agreement

W-9 Form

Location Map

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**RESOLUTION NO. 5788**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT AND RIGHT OF WAY AGREEMENT WITH GULF CROSSING PIPELINE COMPANY, LLC FOR A PIPELINE CROSSING AT THE OLD SHERMAN WASTEWATER TREATMENT PLANT SITE; 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 Easement and Right of Way Agreement with Gulf Crossing Pipeline Company, LLC, in substantially the same form as presented at this meeting, for the construction and maintenance of a natural gas pipeline at the old Sherman Wastewater Treatment Plant site east of the city, in accordance with the Easement and Right of Way Agreement and depicted on Exhibits "A" and "B" and the location map, all 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 \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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

Prepared and Return to:  
Gulf South Pipeline Company, LP  
Right of Way Department  
606 South Shelby Street  
Carthage, Texas 75633

Panda Power Lateral Index 819-10  
Index 819-10  
PN: 3160  
Item: 57.20  
Grayson County, Texas

### **EASEMENT AND RIGHT OF WAY AGREEMENT**

STATE OF TEXAS                   §  
                                                 §  
COUNTY OF GRAYSON       §

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned:

**The City of Sherman, Grayson County, Texas; with a  
mailing address of 220 West Mulberry Street, Sherman,  
Texas 75090**

(hereinafter referred to as “GRANTOR,” whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) , cash in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant and convey unto Gulf Crossing Pipeline Company, LLC (“Gulf Crossing”), whose address for the purposes of this Easement and Right of Way Agreement (“Agreement”) is 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, its successors and assigns, the rights, privileges, an easement and right of way as hereinafter set forth (the “Right of Way”) for the purposes of constructing, reconstructing, renewing, replacing, operating, maintaining, protecting, inspecting, repairing, changing the size of, abandoning-in-place, removing and/or relaying pipelines and conduits for the transmission of communication signals, related to the aforementioned uses, along a route selected by Gulf Crossing, together with such valves, fittings, meters, markers, corrosion control devices, wires, cables and other equipment and appurtenances, below ground, as may be necessary or convenient for the transportation of natural gas and hydrocarbons incidental to the transportation of natural gas for the protection of said pipelines and conduits, or for the maintenance of the Right of Way (said pipelines, conduits and appurtenances are hereinafter collectively referred to as the “Facilities”), with the right of ingress and egress to and from the same, including the use of existing roads, on, over, across, under and through certain land (the “Property”) situated in Grayson County, State of Texas, to wit:

**SEE EXHIBIT A, ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE, FOR  
COMPLETE PROPERTY DESCRIPTION**

The Right of Way shall be fifty feet (50’) in width. Unless otherwise herein specifically provided, the location of the permanent right of way shall be as depicted on Exhibit B made a part hereof and attached hereto

GRANTOR further grants to Gulf Crossing the right to use as temporary workspace during construction, for Gulf Crossing to exercise its rights granted herein, an additional portion of land fifty feet (50') in width (the "Temporary Workspace"), as shown on Exhibit A. After such use of the Temporary Workspace is complete, the Temporary Workspace shall revert to

GRANTOR. Gulf Crossing shall restore the surface to existing or better condition, as near as reasonably practicable, following any construction or maintenance activities.

GRANTOR shall have the right to fully use and enjoy the Right of Way. Grantor shall have the right to construct city infrastructure including but not limited to water mains, sewer mains, storm drainage pipes and appurtenances and roadways across or adjacent to the described easement, except to the extent such uses interfere with the purposes herein granted to Gulf Crossing. Notwithstanding the preceding sentence, GRANTOR shall not build, create or construct, nor allow to be built, created or constructed, any obstruction (including, but not limited to, impounded water), building, improvement or other structure within the Right of Way, nor shall GRANTOR place, nor allow to be placed, any trees or debris on the Right of Way, nor permanent changes that decrease the surface elevation within the Right of Way, unless mutually agreed to by the Parties prior to construction and in compliance with applicable regulations and Gulf Crossing's encroachment policies and procedures.

Gulf Crossing shall have the right to clear and keep the Right of Way cleared of trees, shrubs, brush, or other debris.

The consideration herein paid, the receipt and sufficiency of which GRANTOR hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Right of Way and Temporary Workspace and for severance damages, if any, to the Property caused or to be caused by the construction of the Facilities over, under and across the Property. GRANTOR hereby acknowledges receipt of such consideration as full discharge and release of Gulf Crossing its heirs, successors or assigns, with respect to the construction of the Facilities.

This Agreement represents the entire agreement between the parties and shall supersede all prior agreements or understandings, whether oral or in writing, with respect to the Right of Way, Temporary Workspace and the Facilities, and may only be modified or amended by written instrument signed by the parties hereto. All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding on the heirs, legal representatives, successors and assigns of GRANTOR. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In order to prevent any gaps or gores which might result from any discrepancy between the attached legal description of the Grantor's property and actual circumstances on the ground (e.g., fences which deviate from the legal description), the lands included in and covered by this Agreement shall include, in addition to the lands described herein, any lands upon which the Facilities and Right of Way are located which are contiguous or adjacent to or adjoining the above described lands that are owned or claimed by Grantor by whatever means, including but not limited to prescription, possession, reversion, or unrecorded instrument.



**TO HAVE AND TO HOLD** the Right of Way and Temporary Workspace unto Gulf Crossing, its successors and assigns. GRANTOR hereby represents and warrants that they are the sole owner of the property, and GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns, to warrant and forever defend all and singular the Property described herein and rights unto Gulf Crossing, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. GRANTOR hereby agrees to protect, indemnify, and hold harmless Gulf Crossing from any claims of ownership of title to the Property asserted by any and all persons or entities.

**IN WITNESS WHEREOF**, this Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF SHERMAN:

\_\_\_\_\_

Print Name: \_\_\_\_\_

ITS: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF GRAYSON

I, a Notary Public, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public Signature

Notary Public (SEAL)

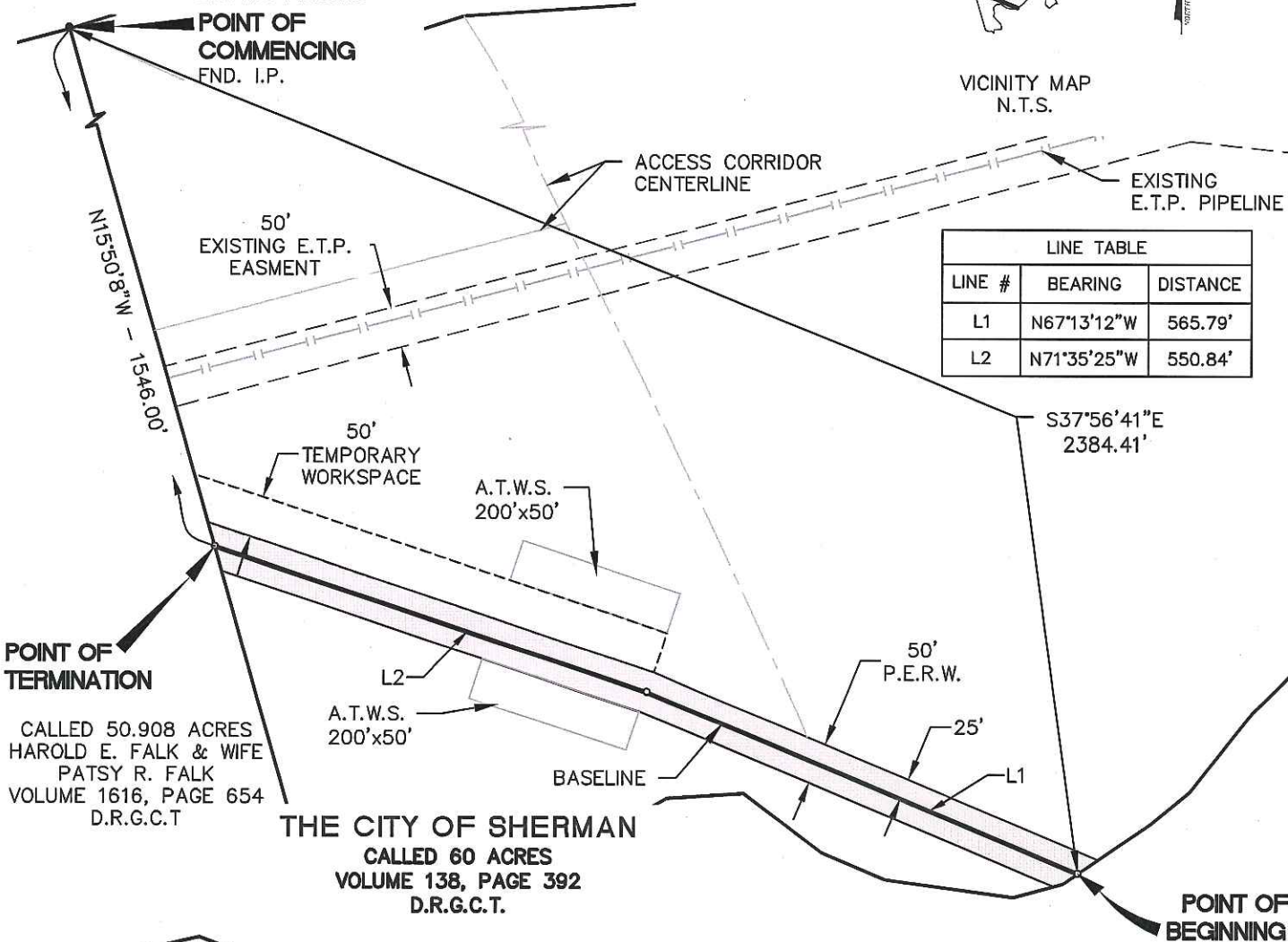
EXHIBIT "B"

LEGEND

FND. FOUND  
I.R. IRON ROD  
I.P. IRON PIPE  
D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS  
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS  
R.P.R.G.C.T. REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS  
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY  
A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE  
N.T.S. NOT TO SCALE  
C.C.F. No. COUNTY CLERK FILE NUMBER  
E.T.P. ENTERPRISE TEXAS PIPELINE  
EXISTING PIPELINE

GRAYSON COUNTY, TEXAS

IRON ROD PRESTON KITCHEN SURVEY, ABSTRACT NO. 667



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE #     | BEARING     | DISTANCE |
| L1         | N67°13'12"W | 565.79'  |
| L2         | N71°35'25"W | 550.84'  |

CALLED 50.908 ACRES  
HAROLD E. FALK & WIFE  
PATSY R. FALK  
VOLUME 1616, PAGE 654  
D.R.G.C.T.

THE CITY OF SHERMAN  
CALLED 60 ACRES  
VOLUME 138, PAGE 392  
D.R.G.C.T.

THE CITY OF SHERMAN

TOTAL DISTANCE ACROSS PROPERTY: 1116.63 FEET  
AREA OF PERMANENT EASEMENT: 1.281 ACRES  
AREA OF TEMPORARY WORKSPACE: 0.672 ACRES  
AREA OF ADDITIONAL TEMPORARY WORKSPACE: 0.459 ACRES  
AREA OF PERMANENT ACCESS CORRIDOR (2508 FEET LONG X 12 FEET WIDE): 0.688 ACRES  
AREA OF TEMPORARY ACCESS CORRIDOR (2508 FEET LONG X 8 FEET WIDE): 0.459 ACRES



NOTES

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC IN SEPTEMBER, 2012.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- THIS PLAT PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR ABSTRACT OF TITLE: THERE MAY BE ADDITIONAL EASEMENTS THAT ARE NOT SHOWN HEREON.
- ABSTRACT LINES AND INFORMATION SHOWN BASED ON AVAILABLE RECORDS, INCLUDING GENERAL LAND OFFICE (GLO) MAPS.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LINE FOR EASEMENT ACQUISITION FOR A PIPELINE.
- SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

JERRY D. WILKIE, JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 4724

|                       |         |       |          |
|-----------------------|---------|-------|----------|
| DRAWN                 | TCM     | DATE  | 12/14/12 |
| CHECKED               | JDW     | DATE  | 12/14/12 |
| APP'D                 |         | DATE  |          |
| SCALE                 | 1"=200' | PAGE  | 1 OF 1   |
| REV#                  | DATE    | DESC. |          |
|                       |         |       |          |
|                       |         |       |          |
| JOB NO.               | 52136   |       |          |
| 15-Jan-2013 : 3:28 PM |         |       |          |

**GULF CROSSING**  
PIPELINE  
A subsidiary of Boardwalk Pipeline Partners, LP



**WILLBROS ENGINEERS**  
(U.S.) LLC  
4400 Post Oak Parkway  
Houston, TX. 77027  
(713) 403-8000 TX-F-82

EASEMENT PLAT

GULF CROSSING PIPELINE INDEX 819-10  
PERMANENT EASEMENT & RIGHT OF WAY  
ACROSS THE PROPERTY OF  
THE CITY OF SHERMAN  
GRAYSON COUNTY, TEXAS

DRAWING NO.  
**12BE-819-10-P-103-057.2**

REV.  
**0**

## EXHIBIT "A"

GULF CROSSING  
P-103-057.2  
CITY OF SHERMAN

### PERMANENT EASEMENT AND RIGHT-OF-WAY:

Description of a fifty (50) foot wide Permanent Easement and Right of Way (R.O.W.) situated in the Preston Kitchen Survey, Abstract No. 667, in Grayson County, Texas and being over, through and across a called 60 acre tract of land as described in a deed to The City of Sherman recorded in Volume 138, Page 392 of the Deed Records of Grayson County, Texas (D.R.G.C.T.). Said fifty (50) foot wide Permanent Easement and R.O.W. being situated twenty five (25) feet on each side of the herein described baseline, the sidelines of said Permanent Easement and R.O.W. being extended or shortened (**See Exhibit B for further clarification**) to meet the boundary lines of said 60 acre tract of land and being more particularly described as follows:

**COMMENCING** at an iron pipe found for the Northwest corner of said 60 acre tract of land as recorded in Volume 138, Page 392 of the D.R.G.C.T., the same being most southerly Northeast corner of a called 50.908 acre tract recorded in Volume 1616, Page 654 of the Deed Records of Grayson County, Texas.

**THENCE** South  $37^{\circ} 56' 41''$  East, a distance of 2384.41 feet, to the **POINT OF BEGINNING**.

**THENCE** cutting over, across and through the aforesaid 60 acre tract the following two (2) calls; North  $67^{\circ} 13' 12''$  West, a distance of 565.79 feet and North  $71^{\circ} 35' 25''$  West, a distance of 550.84 feet to the **POINT OF TERMINATION** being on the west line of the aforesaid 60 acre tract and in the east line of a 50.908 acre tract recorded in Volume 1616, Page 654 of the Deed Records of Grayson County, Texas. Said Permanent Easement and R.O.W. containing 1.281 acres, more or less.

### TEMPORARY WORK SPACE:

A variable width strip of land parallel with and adjacent to the North side of the above described Permanent Easement and R.O.W., extending or shortening the side lines of said Temporary Work Space to intersect with the boundary lines of the called 60 acre tract of land as recorded in Volume 138, Page 392 of the D.R.G.C.T. **See Exhibit B for further clarification of the location of the Temporary Work Space.** Said temporary work space containing 0.672 acres, more or less.

All bearings and distances shown herein are grid, based upon Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Willbros Engineers (US) LLC conducted in September of 2012.

For reference and further information see Exhibit "B" drawing number 12BE-819-10-P-103-057.2

  
Jerry D. Wilkie, Jr.  
Registered Professional Land Surveyor  
Registration No. 4724





Prepared and Return to:

Gulf Crossing Pipeline Company LLC  
Right of Way Department  
606 South Shelby Street  
Carthage, Texas 75633

Panda Power Lateral Index 819-10  
Index 819-10  
PN: 3160  
Item: **57.20**  
Grayson County, Texas

## RECEIPT AND RELEASE AGREEMENT

This Receipt and Release Agreement ("Agreement") is entered into by and between **The City of Sherman, Grayson County, Texas** (hereinafter referred to as "Grantor," whether one or more) and Gulf Crossing Pipeline Company LLC "Gulf Crossing", whose address is 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, in connection with, and as a supplement to, that certain Servitude and Right of Way Agreement executed by Grantor simultaneously herewith (the "Right of Way Agreement"). Capitalized terms contained herein and not otherwise defined herein shall have the meanings given to such terms as set forth in the Right of Way Agreement.

Gulf Crossing, has paid in full to Grantor the sum of Eighteen Thousand Nine Hundred Thirty-Six and 69/100 Dollars (\$18,936.69) (the "Consideration") in full consideration for the Right of Way Agreement and this Agreement, which includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character caused or to be caused to the Property by the initial construction of the pipeline facilities and the reasonable and necessary appurtenances thereto, over, under, and across the Property pursuant to the Right of Way Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Receipt and Release Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

### GRANTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

Printed Name and Title

The City of Sherman, Grayson County, Texas  
220 West Mulberry Street  
Sherman, Texas 75090

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Social security number

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

#### Employer identification number

|  |  |  |   |  |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|--|

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                              |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 9                                    |
| Broker transactions                                                                    | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5                                         |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                 |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:                                                                                                                                                                   | Give name and SSN of:                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                                                                                               | The individual                                                                                          |
| 2. Two or more individuals (joint account)                                                                                                                                                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor <sup>2</sup>                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law                                          | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                                                  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))                                                                               | The grantor*                                                                                            |
| For this type of account:                                                                                                                                                                   | Give name and EIN of:                                                                                   |
| 7. Disregarded entity not owned by an individual                                                                                                                                            | The owner                                                                                               |
| 8. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup>                                                                               |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                   | The corporation                                                                                         |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                 | The organization                                                                                        |
| 11. Partnership or multi-member LLC                                                                                                                                                         | The partnership                                                                                         |
| 12. A broker or registered nominee                                                                                                                                                          | The broker or nominee                                                                                   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity                                                                                       |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))                                           | The trust                                                                                               |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





bing™

Image courtesy of USGS © 2013 Microsoft Corporation ImagePatch.com.

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.

Engineering Department

1,000 500 0 1,000 Feet







## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 5.**

**Meeting Date:** 08/05/2013

**Prepared By:** Clay Barnett, City Engineer

**Approved By:** George Olson, City Manager

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**Caption:**

**RESOLUTION NO. 5789**

Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for Installation and Maintenance of Internally Lighted Street Named (ILSN) Signs on State Maintained Poles (On System)

**Issue:**

To execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to allow the installation of ILSN signs on the traffic signal poles at each corner of the downtown square

**Background:**

Funds are budgeted for fiscal year 2012-2013 in the amount of \$25,000 for the purchase of ILSN signs for the signalized intersections surrounding the Courthouse square. These traffic signals are owned and maintained by TxDOT. In order to proceed with the installation of the ILSN signs, TxDOT is requiring the execution of the Advanced Funding Agreement.

**Origination:**

Engineering and TxDOT

**Financial Consideration:**

Although there is no financial consideration to the City of Sherman to approving the agreement itself, the project is expected to cost the City about \$25,000.

**Staff Recommendation:**

Execute the Advance Funding Agreement with TxDOT

**Alternatives:**

Those as may be directed by the City Council

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**Attachments**

Resolution No. 5789

Advance Funding Agreement

Location Map

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**RESOLUTION NO. 5789**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION AND MAINTENANCE OF INTERNALLY LIGHTED STREET NAMED (ILSN) SIGNS ON STATE MAINTAINED POLES (ON SYSTEM); 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 Advance Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for installation and maintenance of Internally Lighted Street Named (ILSN) signs on state maintained poles (on system), in accordance with 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 \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



CSJ # 6261-72-001  
District # PAR  
Code Chart 64 # 39200  
Project: Install ILSN Signs in Sherman  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Installation and Maintenance of Internally Lighted Street Named (ILSN) Signs  
On State Maintained Poles (On System)**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the city of Sherman, Texas, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as installation of internally lighted street name signs, called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

**AGREEMENT**

**1. Period of the Agreement**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

## **2. Scope of Work**

Installation and maintenance of ILSN Signs by the Local Government, on State maintained traffic signal poles and the intersections of Houston St. at Crockett St., Houston St. at Travis St., Lamar St. at Crockett St., Lamar St. at Travis St. as shown on Attachment B.

## **3. Local Project Sources and Uses of Funds**

- A.** The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum,

this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the

costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government. The Local Government shall pay all power costs for operating the ILSN Signs upon completion of the installation. This payment shall be made annually on the anniversary of this fully executed agreement.

## 13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

## 14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government:      | State:                               |
|------------------------|--------------------------------------|
| City Manager           | Director of Contract Services Office |
| City of Sherman, Texas | Texas Department of Transportation   |
| 220 W Mulberry St      | 125 E. 11 <sup>th</sup> Street       |
| Sherman, Texas 75090   | Austin, Texas 78701                  |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.



**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or

their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

### **24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material*

*breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## **25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## **26. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **27. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## **28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## **29. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

CSJ # 6261-72-001  
District # PAR  
Code Chart 64 # 39200  
Project: Install ILSN Signs in Sherman  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**30. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

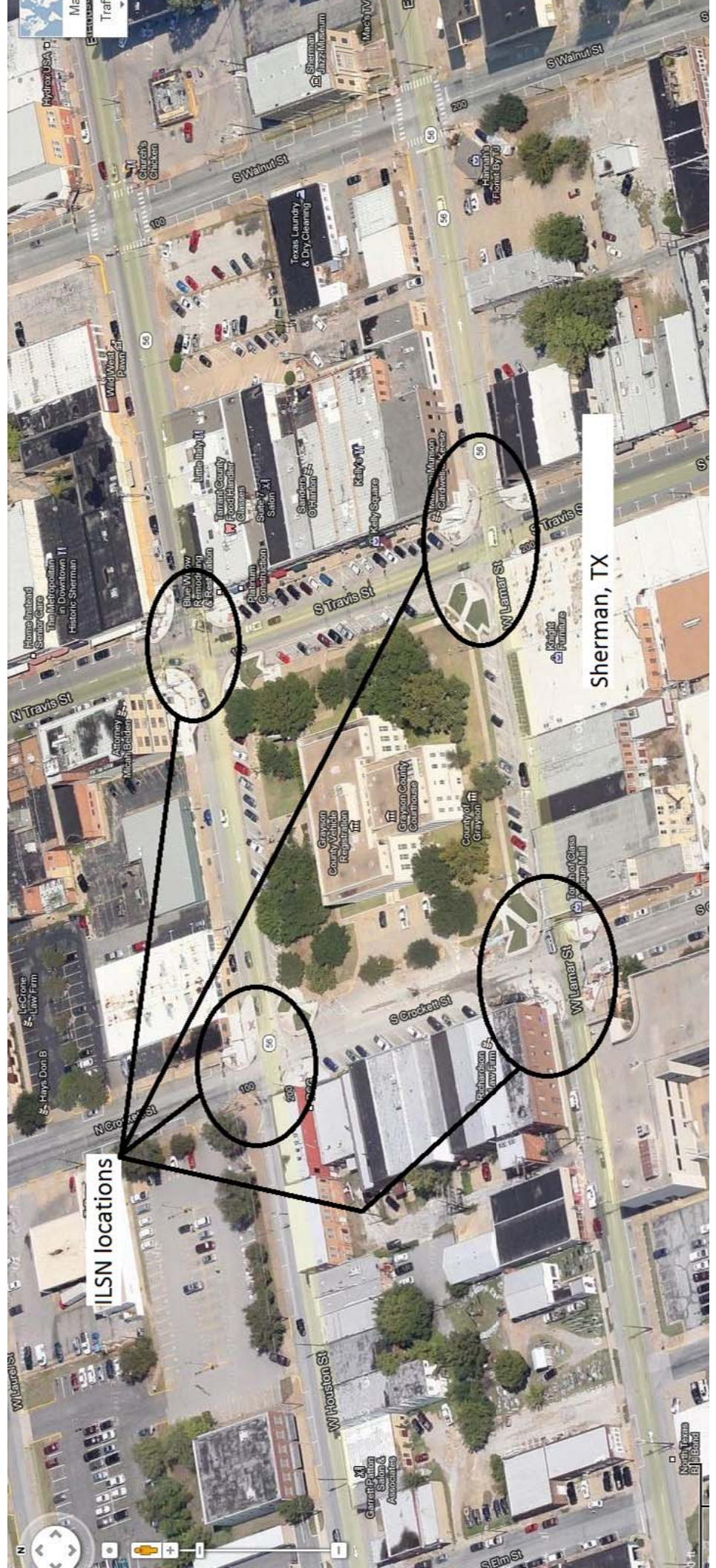
CSJ # 6261-72-001  
District # PAR  
Code Chart 64 # 39200  
Project: Install ILSN Signs in Sherman  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**



CSJ # 6261-72-001  
District # PAR  
Code Chart 64 # 39200  
Project: Install ILSN Signs in Sherman  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

ATTACHMENT B  
LOCATION MAP SHOWING PROJECT



CSJ # 6261-72-001  
District # PAR  
Code Chart 64 # 39200  
Project: Install ILSN Signs in Sherman  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## Attachment C Project Budget

The Local Government will be responsible for 100% of the costs.

| Description                              | Total<br>Estimated<br>Cost | Federal<br>Participation |      | State<br>Participation |           | Local<br>Participation |             |
|------------------------------------------|----------------------------|--------------------------|------|------------------------|-----------|------------------------|-------------|
|                                          |                            | %                        | Cost | %                      | Cost      | %                      | Cost        |
| Engineering<br>(by Local<br>Government)  | \$1000                     | 0%                       | \$0  | 0%                     | \$0       | 100%                   | \$1000      |
| Construction<br>(by Local<br>Government) | \$25,000.00                | 0%                       | \$0  | 0%                     | \$0       | 100%                   | \$25,000.00 |
| Subtotal                                 | \$26,000.00                | 0%                       | \$0  | 0%                     | \$0       | 100%                   | \$26,000.00 |
| Environmental<br>Direct State<br>Costs   | \$0                        | 0%                       | \$0  | 0%                     | \$0       | 0%                     | \$0         |
| Right of Way<br>Direct State<br>Costs    | \$0                        | 0%                       | \$0  | 0%                     | \$0       | 0%                     | \$0         |
| Engineering<br>Direct State<br>Costs     | \$125.00                   | 0%                       | \$0  | 100%                   | \$125.00  | 0%                     | \$0         |
| Utility Direct State<br>Costs            | \$0                        | 0%                       | \$0  | 0%                     | \$0       | 0%                     | \$0         |
| Construction<br>Direct State<br>Costs    | \$846.00                   | 0%                       | \$0  | 100%                   | \$846.00  | 0%                     | \$0         |
| Indirect State<br>Costs                  | \$800.00                   | 0%                       | \$0  | 100%                   | \$800.00  | 0%                     | \$0         |
| TOTAL                                    | \$27,771                   | 0%                       | \$0  | 0%                     | \$1771.00 | 0%                     | \$26000.00  |

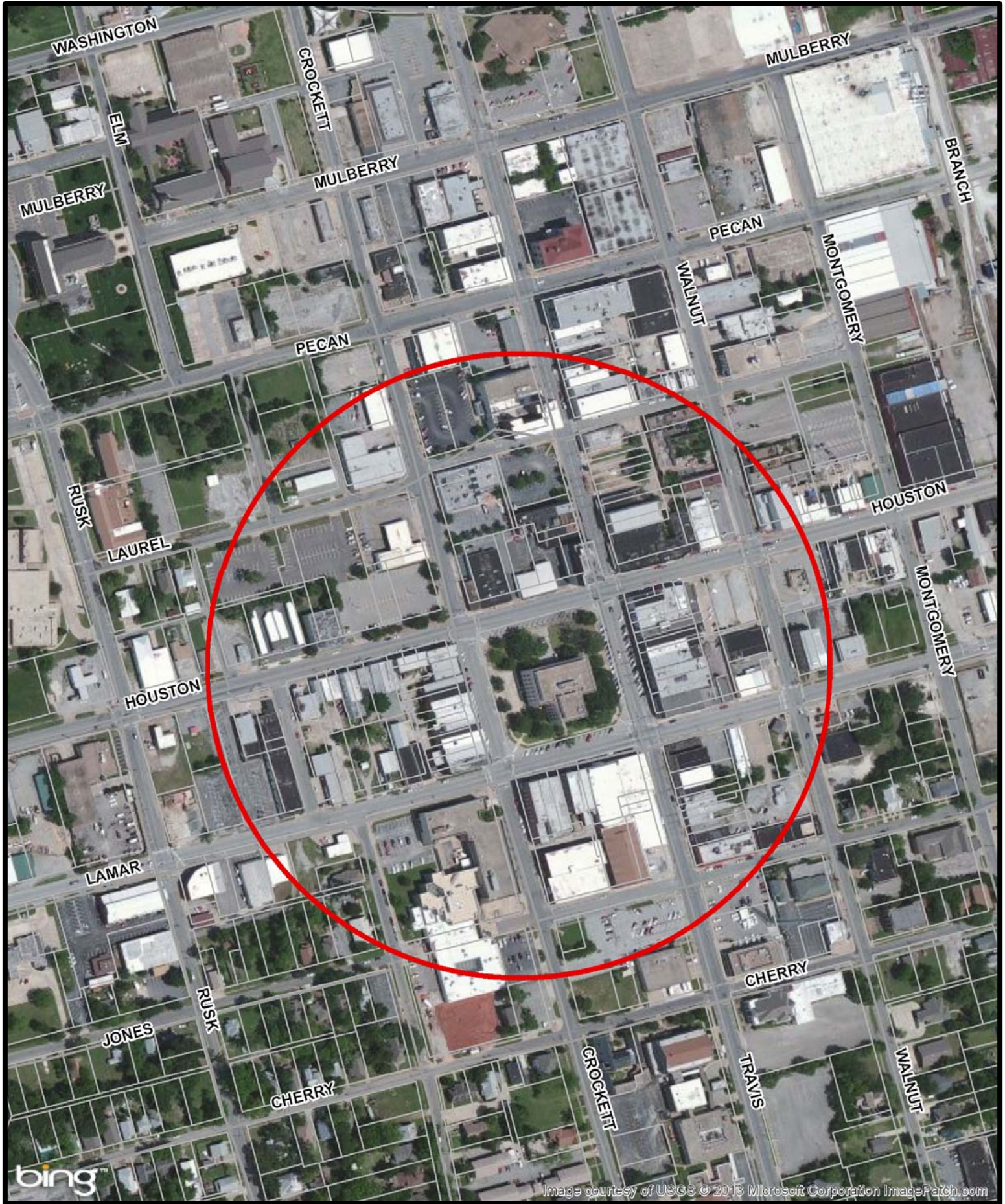
Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

**Estimated total payment by the Local Government to the State \$0**

This is an estimate. The final amount of Local Government participation will be  
based on actual costs.





bing

Image courtesy of USGS © 2013 Microsoft Corporation ImagePatch.com

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.

Engineering Department

300 150 0 300 Feet







**City Council Regular Meeting**

**Agenda Item No. D. 6.**

**Meeting Date:** 08/05/2013

**Prepared By:** Robby Hefton, Assistant City Manager/CFO

**Approved By:** George Olson, City Manager

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**Caption:**

**\* RESOLUTION NO. 5790**

Declaring the City of Sherman's Eligibility and Intention to Renew its Tax Abatement Program to Promote Development/Redevelopment in the Central Business District of the City; Establishing Guidelines and Criteria

**Issue:**

To renew the guidelines and criteria established for the Central Business District Tax Abatement Program

**Background:**

Every two years, the City Council is required to pass a new resolution to keep the Central Business District Tax Abatement Program active. This program was first adopted at the City Council's July 6, 2004 meeting. At the August 1, 2005 meeting, the City Council revised the program's guidelines and criteria to promote the development or redevelopment of commercial structures in the Central Business District, whether they are retail, service, or professional in purpose, with improvements valued in excess of \$25,000.00. A certificate of occupancy must be issued to qualify; and the City Council has the opportunity to review and approve all tax abatement applications. Once approved, 100% of taxes on the improvements only are abated for five (5) years. The program was last renewed at the August 1, 2011 meeting of the City Council, with no revisions made.

**Origination:**

Mayor and City Council

**Financial Consideration:**

There is no immediate financial impact to renewing the guidelines and criteria. The impact of a particular abatement is judged when the abatement agreement is presented to the City Council for approval.

**Staff Recommendation:**

It is recommended that the City Council approve Resolution No. 5790 to renew the Central Business District Tax Abatement Program.

**Alternatives:**

The City Council could decide not to participate in this tax abatement program or could revise the guidelines and criteria.

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**Attachments**

Resolution No. 5790

Central Business District Tax Reinvestment Zone

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## **RESOLUTION NO. 5790**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO RENEW ITS TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN THE CENTRAL BUSINESS DISTRICT OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Council of the City of Sherman, Texas, desires to promote the development/redevelopment of the Central Business District within its jurisdiction; and

**WHEREAS**, the City of Sherman, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes as authorized by Chapter 312 of the Texas Property Tax Code; and

**WHEREAS**, the Code requires the City of Sherman, Texas, to renew its guidelines and criteria for the designation of reinvestment zones for Tax Abatement Agreements;

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

**SECTION 1.** That the City of Sherman, Texas, declares it is eligible for and intends to renew its Tax Abatement Program.

**SECTION 2.** That the City of Sherman, Texas, hereby renews the following Guidelines and Criteria for Tax Abatement for use in its Tax Abatement Program:

### **CITY OF SHERMAN TAX ABATEMENT GUIDELINES AND CRITERIA**

#### **GENERAL PURPOSE AND OBJECTIVES**

The City of Sherman is committed to an expansion of its tax base, an increase to its population, the promotion of development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will offer a downtown tax abatement as a stimulus for economic development in Sherman. The policy of the City of Sherman is to make downtown tax abatement available to new structures and to the modernization of existing structures. It is the policy of the City of Sherman that such tax abatement will be provided in accordance with the procedures and criteria outlined in this document and as permitted by State statute. The guidelines and criteria herein adopted shall expire two (2) years from and after adoption. The provisions herein are severable and, if any provision or requirement of these guidelines or criteria is declared or found to be illegal or invalid, such illegality or invalidity



shall not affect the remaining provisions, since the City Council would have adopted these guidelines and criteria without the incorporation of the portions found to be invalid.

## **DEFINITION OF TERMS**

**Act** — means the Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

**Agreement** — means a contractual agreement between a property owner and the City of Sherman for the purposes of tax abatement.

**Applicant** — means an owner of real property who requests tax abatement in accordance with these guidelines.

**Base Year Value** — means the assessed value of eligible property on January 1 preceding the date of execution of the agreement.

**Economic Life** — means the number of years a property improvement is expected to be in service.

**Modernization** — means the replacement, expansion and upgrading of commercial improvements for purposes of reconditioning, refurbishing or expanding.

**New Structure** — means commercial improvements made to a property previously undeveloped which is placed into use by means other than or in conjunction with expansion or modernization.

**Reinvestment Zone** — means a contiguous geographic area in the jurisdiction of the municipality in which tax abatements may be granted to promote commercial development or redevelopment if the governing body determines that commercial development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

**Commercial Improvements** — means the construction of commercial building(s), and all the appurtenances thereto, whether retail, service, or professional in purpose, and includes modernization and new structures.

**Total Facility** — means all buildings and structures along with the appurtenances thereto.

## **ELIGIBILITY**

A new structure or modernization of a structure anywhere within the Central Business District of Sherman of a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) may receive abatement. As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the City of Sherman and the property owner.

**Eligible Property** — Abatement will be extended to the increased value of real estate, buildings, structures, and site improvements along with the appurtenances thereto. A Certificate of Occupancy issued by the City of Sherman's building official must be obtained at the completion of each project for it to be eligible for abatement.

**Value and Term of Abatement** — Upon determination that all requirements for tax abatement have been satisfied by the applicant, the value and terms of the abatement will be for a period of five (5) years in accordance with the following schedule for the abatement of taxes on the added value above the base year value. Abatement shall be granted effective with the January 1 valuation date immediately following the date of completion of the improvements. Applicant agrees that the eligible property for which the abatement is granted shall be occupied and operational during the entire abatement period.

#### **SCHEDULE OF TAXES ASSESSED**

| <b><u>TAX YEAR</u></b> | <b><u>ABATEMENT</u></b> |
|------------------------|-------------------------|
| 1                      | 100%                    |
| 2                      | 100%                    |
| 3                      | 100%                    |
| 4                      | 100%                    |
| 5                      | 100%                    |

#### **CRITERIA**

Any request for tax abatement shall be reviewed for completeness. The City staff shall determine whether the application satisfies the guidelines and criteria. Tax abatement shall be based upon an evaluation of the following criteria which each applicant will be requested to address in narrative format:

##### **Fiscal Impact**

Addition of real property improvements to the tax rolls.

No utility construction by the City would be required other than routine.

##### **Community Impact**

The project is compatible with the City's comprehensive plan.

No adverse environmental impact will be created by the project.

#### **PROCEDURES**

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location within the Central Business District of Sherman shall be required to comply with the following procedural guidelines:

1. Preliminary Application Steps

- A. Applicant shall submit an “Application for Tax Abatement” contemporaneously with the application for a building permit, and shall pay a filing fee of \$75.00 to cover publication, notice cost, review and processing. If the applicant for the building permit is not the owner of the real estate and does not make application for tax abatement on behalf of the owner, the City staff shall notify the owner by certified mail, return receipt requested, that tax abatement must be filed with the City within ten (10) business days of receipt of the notice.
- B. If the applicant does not wish to apply for tax abatement at the time that the building permit is issued or if the owner fails to respond to the written notice of availability for tax abatement, the opportunity for tax abatement is waived. The staff shall prepare forms necessary to reflect the refusal of an applicant to participate and to document the lack of response by the owner to the written notice. The refusal or waiver to participate in tax abatement by the owner or applicant shall be binding on subsequent owners of the real property.
- C. The City may request applicant to provide substantiation of economic feasibility of the overall project to assist in determining the long-term benefit to the City.
- D. A complete legal description shall be provided.
- E. Applicant shall complete all forms and information detailed above and submit them to the City of Sherman.

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

If necessary, applicant will meet with City to discuss details of the application and prepare for presentation of application to the City Council.

3. The application shall include the total capital investment for real property improvements and type of project.

**LEGAL DOCUMENTATION PREPARATION**

The City will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all associated documentation.

The legal document is to include the following:

- 1. Estimated value of modernization or new construction to be abated.
- 2. Percent of value to be abated each year.

3. Commencement date and the termination date of abatement.
4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

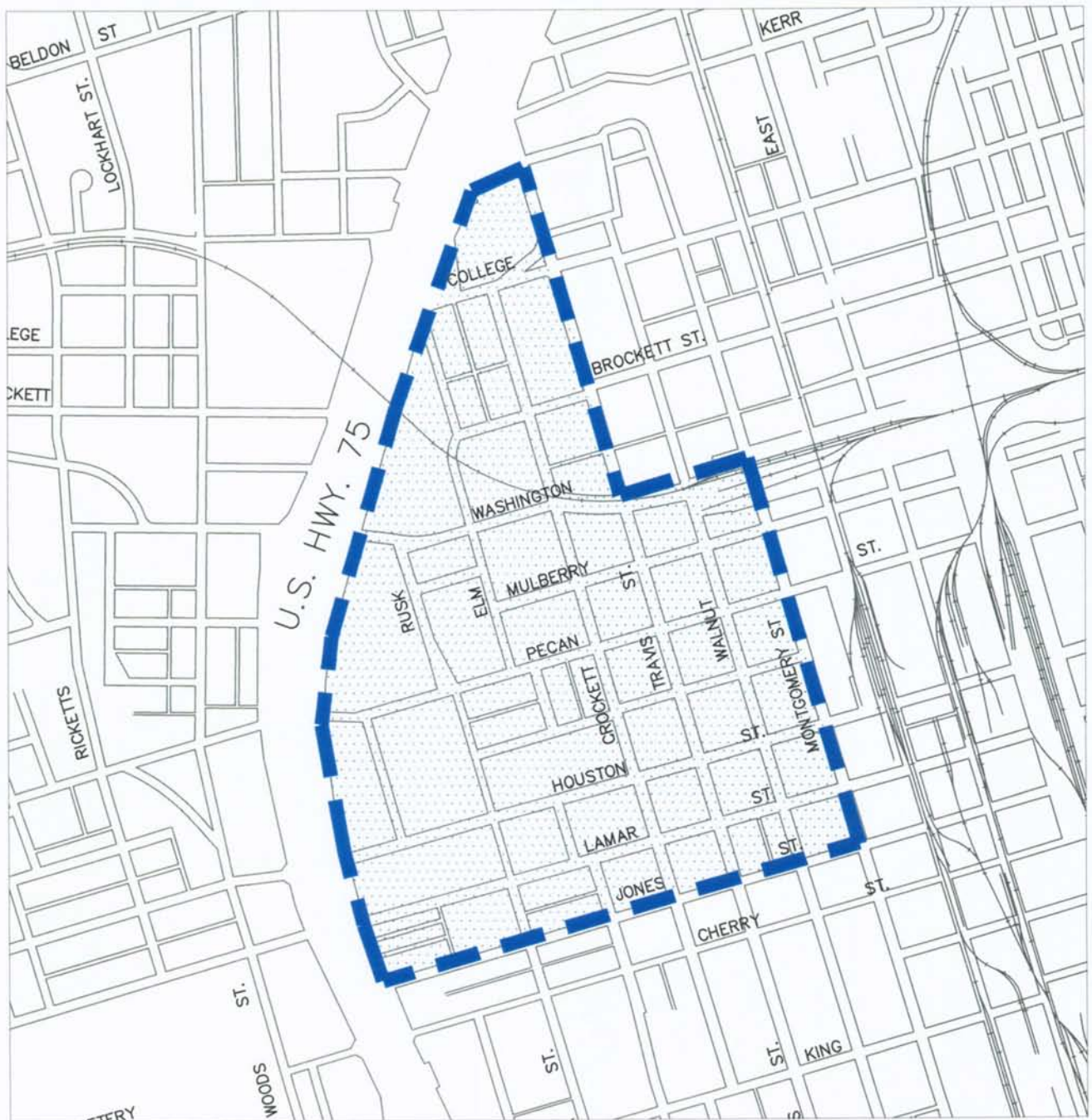
**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



## CITY OF SHERMAN, TEXAS

THE TAX REINVESTMENT ZONE  
FOR THE CENTRAL BUSINESS DISTRICT

Department of Developmental Services





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 7.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director of Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**\* RESOLUTION NO. 5791**

Authorizing Execution of an Agreement with Felipe Cruz Ramirez and Isidra Ramirez for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 407 West Dulin Street

**Issue:**

This item is to consider property tax abatement for the construction of a new single-family residence at 407 West Dulin Street.

**Background:**

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

**Origination:**

Felipe Cruz Ramirez  
Isidra Ramirez

**Financial Consideration:**

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$240.00 annually.

**Staff Recommendation:**

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

**Alternatives:**

The City Council could decide against granting this abatement.



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### **Attachments**

Resolution No. 5791

Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

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**RESOLUTION NO. 5791**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH FELIPE CRUZ RAMIREZ AND ISIDRA RAMIREZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 407 WEST DULIN STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Felipe Cruz Ramirez and Isidra Ramirez 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 Felipe Cruz Ramirez and Isidra Ramirez 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 407 West Dulin Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

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

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 **FELIPE CRUZ RAMIREZ AND ISIDRA RAMIREZ**, hereinafter referred to as OWNER,

**WITNESSETH:**

**WHEREAS**, on the 18<sup>th</sup> 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. 5764) 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 15<sup>th</sup> day of April, 2013;

**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, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

and 2022, 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 2013, sometimes referred to herein as the Base Tax Year.

#### **SCHEDULE OF TAXES ASSESSED**

| <b><u>TAX YEAR</u></b> | <b><u>ABATEMENT</u></b> |
|------------------------|-------------------------|
| 2013                   | 100%                    |
| 2014                   | 100%                    |
| 2015                   | 100%                    |
| 2016                   | 100%                    |
| 2017                   | 100%                    |
| 2018                   | 100%                    |
| 2019                   | 80%                     |
| 2020                   | 60%                     |
| 2021                   | 40%                     |
| 2022                   | 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 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, 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 407 West Dulin Street, Sherman, Texas, and as more particularly described by the following:

**BEING** Lot 7, Block 16, B.H. Moore Heirs 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 31<sup>st</sup>. 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 512 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

Felipe Cruz Ramirez and Isidra Ramirez  
1300 S. Walnut Street  
Sherman, Texas 75090  
(903) 8487-8345

Copy to: Grayson Appraisal District  
512 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 \_\_\_\_\_, 2013.

**CITY:**  
**CITY OF SHERMAN, TEXAS**

**OWNER:**  
**FELIPE CRUZ RAMIREZ**

**BY:** \_\_\_\_\_  
**GEORGE OLSON**  
**CITY MANAGER**

**BY:** \_\_\_\_\_  
**FELIPE CRUZ RAMIREZ**

**OWNER:**  
**ISIDRA RAMIREZ**

**BY:** \_\_\_\_\_  
**ISIDRA RAMIREZ**

**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 **FELIPE CRUZ RAMIREZ AND ISIDRA RAMIREZ**, known to me to be the persons whose names are 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 \_\_\_\_\_, 2013 A.D.

---

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

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

**Property Owner:**

Name: Felipe Cruz Ramirez

Mailing Address: 1300 S. Walnut

Telephone Number: 903-487-8345

**Contact (if different than owner):**

Name: Isidra Ramirez

Mailing Address: 1300 S. Walnut

Telephone Number: 903-870-4084

**Property:**

Physical Address: 407 W. Dolin

Summary Legal Description: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Addition: \_\_\_\_\_

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: 75000

Estimated Date of Start of Construction: 6-10-13

Estimated Date of Completion of Project: one year

Description of Project: DWELLING

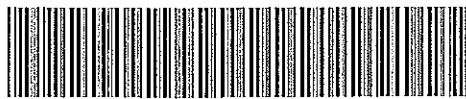
Applicant(s): Felipe C. Ramirez

Date: 6-8-13

X Isidra Ramirez

Date: 6/6/13

Grayson County  
Wilma Blackshear Bush  
County Clerk  
Sherman, Texas 75090



70 2010 00020760

233811

Instrument Number: 2010-00020760

As  
Recordings

Recorded On: October 21, 2010

Parties: ALVAREZ RAMIRO ETAL

To RAMIREZ FELIPE ETAL

Billable Pages: 2

Number of Pages: 4

Comment: WD

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

|                  |       |
|------------------|-------|
| Recordings       | 20.00 |
| Total Recording: | 20.00 |

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Record and Return To:**

Document Number: 2010-00020760

Receipt Number: 319340

Recorded Date/Time: October 21, 2010 03:58:57P

Book-Vol/Pg: BK-OR VL-4872 PG-935

User / Station: G WHITE - Cashiering Station 1

CHAPIN TITLE CO., INC.

620 N. TRAVIS ST.

SHERMAN TX 75090



THE STATE OF TEXAS  
COUNTY OF GRAYSON  
I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

*Wilma Blackshear Bush*

Wilma Blackshear Bush, Grayson County Clerk

233811

Bk Vol Ps  
00020760 OR 4872 936

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON \*

That we, **RAMIRO ALVAREZ** and **LETICIA ALVAREZ**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged herein, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **FELIPE RAMIREZ** and **ISIDRA RAMIREZ**, the following described real property in Grayson County, Texas, to-wit:

BEING Lot Seven (7), in Block Sixteen (16), of B. H. MOORE HEIRS ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. "O", Page 405, District Court Minutes, Grayson County, Texas.

SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, Grantees' heirs, executors, administrators and assigns forever, and Grantors do hereby bind Grantors, Grantors' heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, Grantees' heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 20<sup>th</sup> day of October, 2010.

Ramiro Alvarez  
RAMIRO ALVAREZ

Leticia Alvarez  
LETICIA ALVAREZ

GRANTEES' MAILING ADDRESS:

Felipe Ramirez and  
Isidra Ramirez  
1300 S. Walnut  
Sherman, TX 75096

ACKNOWLEDGMENTS

STATE OF TEXAS. \*

COUNTY OF Grayson \*

This instrument was acknowledged before me on the 23<sup>rd</sup> day of October,  
2010, by **RAMIRO ALVAREZ**.



Jana L. Ingham  
Notary Public, State of Texas

STATE OF TEXAS. \*

COUNTY OF Grayson \*

This instrument was acknowledged before me on the 20<sup>th</sup> day of October,  
2010, by **LETICIA ALVAREZ**.



Jana L. Ingham  
Notary Public, State of Texas



Bk Vol Pg  
00020760 OR 4872 938

Filed for Record in:  
Grayson County

On: Oct 21, 2010 at 03:58P

As a  
Recording

Document Number: 00020760

Amount: 20.00

Receipt Number - 319340

By:  
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:  
Grayson County  
as stamped hereon by me.

Oct 21, 2010

Wilma Blackshear Bushy County Clerk  
Grayson County

**CITY OF SHERMAN**  
**RESIDENTIAL BUILDING PERMIT**

PERMIT #: 130946      SUBCONTRACTOR: FELIPE CRUZ RAMIREZ      DATE ISSUED: 6/06/2013

PROJECT ADDRESS: 407 W DULIN ST  
PARCEL ID: 166115  
SUBDIVISION: MOORE B H HEIRS

LOT #: 7  
BLK #: 16  
ZONE ORD:

ISSUED TO: FELIPE CRUZ RAMIREZ  
ADDRESS: 1300 S WALNUT ST  
CITY, ST ZIP: SHERMAN TX 75090-8552  
PHONE: 903-870-4084

CONTRACTOR: FELIPE CRUZ RAMIREZ  
ADDRESS: 1300 S WALNUT ST  
CITY, ST ZIP: SHERMAN TX 75090-8552  
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL  
WORK: NEW RESIDENTIAL CONSTRUCTION  
VALUATION: \$ 75,000.00  
OCCP TYPE: SINGLE FAMILY RESIDENTIAL  
CNST TYPE: BRICK VENEER

SQ FT: 1,624.00  
BEDROOMS: 4  
BATHROOMS: 2  
STORIES: SINGLE

| FEE CODE     | DESCRIPTION                 | AMOUNT          |
|--------------|-----------------------------|-----------------|
| BLD10        | RESIDENTIAL STORMWATER MGMT | \$ 25.00        |
| <b>TOTAL</b> |                             | <b>\$ 25.00</b> |

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.

Concepcion Ramirez  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

6/6/13  
DATE

Clay R.  
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

6/6/13  
DATE

B. White  
(APPROVED BY) BUILDING & ZONING

7/18/13  
DATE

Back-

88"



17"  
53"

39" ↓

10" →

38"

38"

38" →

26" →



147"



12"



44"



FRONT



18"



56.5"

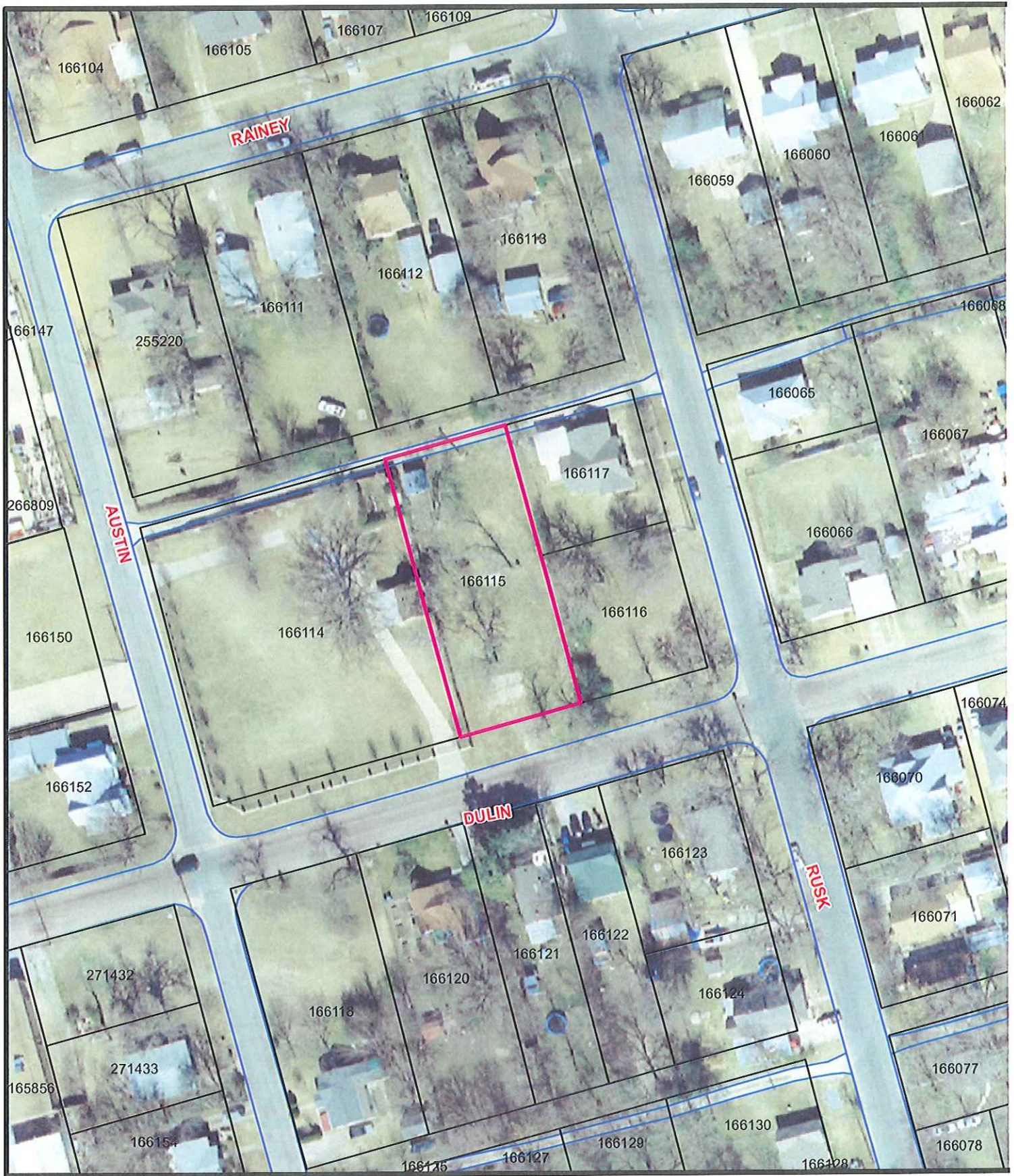
88"



407 W. Dulin







407 W. Dulin

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas  
Developmental Services Department



1 inch = 86 feet





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. D. 8.**

**Meeting Date:** 08/05/2013

**Prepared By:** Robby Hefton, Assistant City Manager/CFO

**Approved By:** George Olson, City Manager

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**Caption:**

**\* RESOLUTION NO. 5792**

Awarding a Bid to and Authorizing Execution of a Contract of Sale with W. Douglass Distributing, Ltd. d/b/a Douglass Distributing for an Annual Supply of Gasoline and Diesel Fuel

**Issue:**

An annual contract for the supply of gasoline and diesel fuels to support City fleet and equipment.

**Background:**

The City of Sherman annually contracts with an outside vendor for the supply of gasoline and diesel fuel for the City's fleet and equipment. A request to advertise for public bids for the fiscal year (FY) 2013-2014 annual supply of fuel was approved by the Sherman City Council in its meeting of June 3, 2013. One vendor submitted a bid for gasoline and diesel, both on-site and with bulk delivery. The currently expiring fuel contract is with this vendor, Douglass Distributing. The gallons used to determine the total annual fuel cost are quantities estimated internally by the City's Equipment Maintenance Department. Based upon these estimates, sufficient funds have been appropriated in the FY 2013-2014 budget. However, the stability of fuel prices is uncertain due to a number of economic and political factors outside the City's control. Therefore, if prices increase significantly above current levels, funding may not be sufficient to cover the cost of fuel; and budget adjustments may be necessary.

**Origination:**

Finance Department

**Financial Consideration:**

Funding for the annual supply of fleet and equipment fuel is provided in the fiscal year 2013-2014 budget.

**Staff Recommendation:**

It is the staff's recommendation that the Sherman City Council award the contract to W. Douglas Distributing, Ltd. d/b/a Douglas Distributing of Sherman, Texas, for a one 12-month period with four, 12-month renewals, commencing on October 1, 2013.

**Alternatives:**

Those as may be recommended by the City Council



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**Attachments**

Resolution No. 5792

Contract

Bid Tabulation

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**RESOLUTION NO. 5792**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT OF SALE WITH W. DOUGLASS DISTRIBUTING, LTD. D/B/A DOUGLASS DISTRIBUTING FOR AN ANNUAL SUPPLY OF GASOLINE AND DIESEL FUEL; 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 W. Douglas Distributing, Ltd. d/b/a Douglas Distributing of Sherman, Texas, is hereby awarded the bid and agrees to make fuel available for the City of Sherman fleet for the amount specified in the Bid Tabulation document, 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 by the City Attorney, to execute a contract with W. Douglas Distributing, Ltd. d/b/a Douglas Distributing for the annual supply of gasoline and diesel fuel, in accordance with the contract documents attached hereto and made a part hereof for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

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



**CITY OF SHERMAN  
STANDARD CONTRACT  
TERMS AND CONDITIONS**

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:

Douglass Distributing

Name:

325 E. Forest Ave.

Address:

Sherman, TX 75090

City, State, Zip

903-813-5163

Telephone

jenniferp@douglassdist.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:

87 Octane Gasoline and  
Ultra Low Sulfur Diesel

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), specifications and requirements submitted in answer to CITY'S REQUEST FOR BIDS are incorporated

herein and are part of this contract. 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 conclusion of the duration of this Contract, Buyer may renew this agreement for four additional (1) year periods upon sending written notice within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

DURATION: From October 1, 2013 to September 30, 2014

#### 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 purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Email invoices are preferred; email to [tonim@ci.sherman.tx.us](mailto:tonim@ci.sherman.tx.us). Invoices may also be mailed 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 or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the package 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 or 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-PAROLE 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 22<sup>nd</sup> day of July, 2013.

SELLER:

(Signature)

Brad Douglass

(Type/Print Name and Title/Position)

325 E. Forest Ave.

(Address)

Sherman, TX 75090

(City, State, Zip)

ATTEST:

BY:

\_\_\_\_\_  
GEORGE OLSON,  
CITY MANAGER  
220 W. MULBERRY  
SHERMAN, TEXAS, 75090

ATTEST:

APPROVED:

BY:

\_\_\_\_\_  
LINDA ASHBY,  
CITY CLERK

BY:

\_\_\_\_\_  
BRANDON SHELBY  
CITY ATTORNEY

**CITY OF SHERMAN  
BID TABULATION**

Date: 7/22/2013

Bid Title: Gasoline and Diesel Fuel

| Vendor   | Fuel Type | Bulk/Off-Site | Unit Price | Comments |
|----------|-----------|---------------|------------|----------|
| Douglass | Unleaded  | Bulk          | 3.3591     |          |
| Douglass | Diesel    | Bulk          | 3.3428     |          |
| Douglass | Unleaded  | Off-Site      | 3.3637     |          |
| Douglass | Diesel    | Off-Site      | 3.3420     |          |
|          | Unleaded  | Bulk          |            |          |
|          | Diesel    | Bulk          |            |          |
|          | Unleaded  | Off-Site      |            |          |
|          | Diesel    | Off-Site      |            |          |
|          | Unleaded  | Bulk          |            |          |
|          | Diesel    | Bulk          |            |          |
|          | Unleaded  | Off-Site      |            |          |
|          | Diesel    | Off-Site      |            |          |
|          | Unleaded  | Bulk          |            |          |
|          | Diesel    | Bulk          |            |          |
|          | Unleaded  | Off-Site      |            |          |
|          | Diesel    | Off-Site      |            |          |



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. E. 1.**

**Meeting Date:** 08/05/2013

**Prepared By:** Mark Gibson, Director of Engineering & Utilities

**Approved By:** George Olson, City Manager

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**Caption:**

**OTHER BUSINESS**

Review Draft Capital Improvement Program (CIP) 2013-2018 and Set Public Hearing for Tuesday, September 3, 2013

**Issue:**

To review the draft Capital Improvement Program (CIP) 2013-2018 and set the public hearing on such for Tuesday, September 3, 2013

**Background:**

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a capital program. As required, before consideration of the resolution, the City will publish a summary of the program and give notice of a public hearing in a newspaper of general circulation in the city. Prior to public notice, the City Council is given an opportunity to review the final draft of the CIP.

**Origination:**

Department of Engineering

**Financial Consideration:**

|                             |                     |
|-----------------------------|---------------------|
| General Fund                | \$22,770,430        |
| <u>Utility Fund</u>         | <u>\$29,121,500</u> |
| Total Funding for 2013-2018 | \$51,891,930        |

**Staff Recommendation:**

It is recommended that the City Council review the City's 2013-2018 Capital Improvement Program and set the Public Hearing on said 2013-2018 CIP for Tuesday, September 3, 2013.

**Alternatives:**

Those as may be directed by the City Council.

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**Attachments**

CIP Summary

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## GENERAL SERVICES

### 2013 - 2014

|                                             | Drainage         | Streets          | Facilities       | Parks      | Water      | Sewer      | Totals             |
|---------------------------------------------|------------------|------------------|------------------|------------|------------|------------|--------------------|
| Municipal Building Repair                   |                  |                  | \$190,000        |            |            |            | \$190,000          |
| Fallon Drive Bridge Repair                  | \$287,500        |                  |                  |            |            |            | \$287,500          |
| Loy Lake Road (Sara Swamy Dr. to US Hwy 75) |                  | \$400,000        |                  |            |            | ****       | \$400,000          |
| Hunt Street Erosion                         |                  | \$90,000         |                  |            |            |            | \$90,000           |
| GIS System                                  |                  |                  | \$200,000        |            |            | **         | \$200,000          |
| <b>Total 2013-2014</b>                      | <b>\$287,500</b> | <b>\$490,000</b> | <b>\$390,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,167,500</b> |

\*\* SEDCO Funded

\*\*\*\* TIF

### 2014-2015

|                                                                                      | Drainage         | Streets            | Facilities         | Parks            | Water      | Sewer      | Totals              |
|--------------------------------------------------------------------------------------|------------------|--------------------|--------------------|------------------|------------|------------|---------------------|
| Northeast Fire Station Site                                                          |                  |                    | \$2,500,000        |                  |            | *          | \$2,500,000         |
| Southwest Fire Station                                                               |                  |                    | \$5,200,000        |                  |            | *          | \$5,200,000         |
| Northside Fire Station 5 Renovation                                                  |                  |                    | \$300,000          |                  |            |            | \$300,000           |
| Fire Station #3 Building Repair                                                      |                  |                    | \$25,000           |                  |            |            | \$25,000            |
| Sherman Armory Building Repair, Phase I                                              |                  |                    | \$300,000          |                  |            |            | \$300,000           |
| Travis Street Bridge Repair                                                          | \$126,500        |                    |                    |                  |            |            | \$126,500           |
| Center Street Bridge Repair (at Post Oak Creek)                                      | \$110,000        |                    |                    |                  |            |            | \$110,000           |
| Duke Drive Mill and Overlay                                                          |                  | \$39,000           |                    |                  |            |            | \$39,000            |
| N. Throckmorton Mill and Overlay                                                     |                  | \$110,000          |                    |                  |            |            | \$110,000           |
| Walnut Street Mill and Overlay                                                       |                  | \$480,000          |                    |                  |            |            | \$480,000           |
| Storm Water Utility Fee Study                                                        | \$200,000        |                    |                    |                  |            |            | \$200,000           |
| Library Building Repair                                                              |                  |                    | \$70,000           |                  |            |            | \$70,000            |
| Municipal Airport Terminal Repair                                                    |                  |                    | \$42,000           |                  |            |            | \$42,000            |
| Senior Center Building Repair                                                        |                  |                    | \$40,000           |                  |            |            | \$40,000            |
| Street Maintenance Building Repair                                                   |                  |                    | \$25,000           |                  |            |            | \$25,000            |
| Sherman Armory Building Repair, Phase II                                             |                  |                    | \$150,000          |                  |            |            | \$150,000           |
| Willow Street Mill and Overlay                                                       |                  | \$431,000          |                    |                  |            |            | \$431,000           |
| Meadows Circle Mill and Overlay                                                      |                  | \$167,000          |                    |                  |            |            | \$167,000           |
| Bridge Erosion Repair (West McGee, Taylor St, W Washington Street at Post Oak Creek) | \$80,000         |                    |                    |                  |            |            | \$80,000            |
| Contemporary Street, Ayers Drive and Westwood Drive, Property Acquisition            | \$188,100        |                    |                    |                  |            |            | \$188,100           |
| Martin Luther King Park Restroom                                                     |                  |                    |                    | \$150,000        |            |            | \$150,000           |
| Hawn Park Pavilion                                                                   |                  |                    |                    | \$75,000         |            |            | \$75,000            |
| Rosedale Park Restroom                                                               |                  |                    |                    | \$150,000        |            |            | \$150,000           |
| Hawn Skateboard Renovation - Phase II                                                |                  |                    |                    | \$80,000         |            |            | \$80,000            |
| Fairview Park Field Lighting                                                         |                  |                    |                    | \$150,000        |            |            | \$150,000           |
| Fairview Park Field #6 Renovation                                                    |                  |                    |                    | \$65,000         |            |            | \$65,000            |
| Fairview Park Tot Playground                                                         |                  |                    |                    | \$50,000         |            |            | \$50,000            |
| Northside Station 5 Driveway and Parking Lot                                         |                  |                    | \$60,000           |                  |            |            | \$60,000            |
| GIS System                                                                           |                  |                    | \$50,000           |                  |            |            | \$50,000            |
| Drainage Improvement Projects                                                        | \$250,000        |                    |                    |                  |            |            | \$250,000           |
| Street Right-of-Way and Street Oversize Funding                                      |                  | \$50,000           |                    |                  |            |            | \$50,000            |
| <b>Total 2014-2015</b>                                                               | <b>\$954,600</b> | <b>\$1,277,000</b> | <b>\$8,762,000</b> | <b>\$720,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$11,713,600</b> |

\* Bonded

**2015-2016**

|                                                                         | Drainage         | Streets          | Facilities       | Parks            | Water      | Sewer      | Totals             |
|-------------------------------------------------------------------------|------------------|------------------|------------------|------------------|------------|------------|--------------------|
| Starlight Alley Rebuild                                                 |                  | \$350,000        |                  |                  |            |            | \$350,000          |
| Regency Drive and W. Washington Street,<br>Property Acquisition         | \$287,580        |                  |                  |                  |            |            | \$287,580          |
| Library Boiler/HVAC Replacement                                         |                  |                  | \$40,000         |                  |            |            | \$40,000           |
| Fire Station #4 Roof Replacement                                        |                  |                  | \$20,000         |                  |            |            | \$20,000           |
| Sherman Armory Building Repair, Phase III                               |                  |                  | \$150,000        |                  |            |            | \$150,000          |
| Bridge Erosion Repair (Center St. at Sand Creek<br>and N. Ricketts St.) | \$40,000         |                  |                  |                  |            |            | \$40,000           |
| Ely Park Playground                                                     |                  |                  |                  | \$80,000         |            |            | \$80,000           |
| Hawn Park Field Lighting                                                |                  |                  |                  | \$200,000        |            |            | \$200,000          |
| Baker Park Pavilion                                                     |                  |                  |                  | \$75,000         |            |            | \$75,000           |
| GIS System                                                              |                  |                  | \$50,000         |                  |            |            | \$50,000           |
| Drainage Improvement Projects                                           | \$250,000        |                  |                  |                  |            |            | \$250,000          |
| Street Right-of-Way and Street Oversize Funding                         |                  | \$50,000         |                  |                  |            |            | \$50,000           |
| <b>Total 2015-2016</b>                                                  | <b>\$577,580</b> | <b>\$400,000</b> | <b>\$260,000</b> | <b>\$355,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,592,580</b> |

**2016-2017**

|                                                                | Drainage           | Streets            | Facilities      | Parks            | Water      | Sewer      | Totals             |
|----------------------------------------------------------------|--------------------|--------------------|-----------------|------------------|------------|------------|--------------------|
| U.S. Highway 75 Fallon Drive Ramps                             |                    | \$1,000,000        |                 |                  |            | ***        | \$1,000,000        |
| Fallon Drive Construction - Preliminary<br>Engineering and ROW |                    | \$100,000          |                 |                  |            |            | \$100,000          |
| Archer Drive Detention Pond Property Acquisition               | \$1,059,500        |                    |                 |                  |            |            | \$1,059,500        |
| Bridge Erosion Repair (Hillcrest St and N. Woods<br>St)        | \$40,000           |                    |                 |                  |            |            | \$40,000           |
| Cherry Park Playground                                         |                    |                    |                 | \$100,000        |            |            | \$100,000          |
| Rosedale Park Playground                                       |                    |                    |                 | \$60,000         |            |            | \$60,000           |
| Hillcrest Park Renovation                                      |                    |                    |                 | \$150,000        |            |            | \$150,000          |
| Fairview Park Pavilions                                        |                    |                    |                 | \$50,000         |            |            | \$50,000           |
| Martin Luther King Park Pavilions                              |                    |                    |                 | \$50,000         |            |            | \$50,000           |
| GIS System                                                     |                    |                    | \$50,000        |                  |            |            | \$50,000           |
| Drainage Improvement Projects                                  | \$250,000          |                    |                 |                  |            |            | \$250,000          |
| Street Right-of-Way and Street Oversize Funding                |                    | \$50,000           |                 |                  |            |            | \$50,000           |
| <b>Total 2016-2017</b>                                         | <b>\$1,349,500</b> | <b>\$1,150,000</b> | <b>\$50,000</b> | <b>\$410,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$2,959,500</b> |

\*\* SEDCO Funded

\*\*\*TxDOT Participation

**2017-2018**

|                                                                                  | Drainage         | Streets            | Facilities      | Parks              | Water      | Sewer      | Totals             |
|----------------------------------------------------------------------------------|------------------|--------------------|-----------------|--------------------|------------|------------|--------------------|
| Fallon Drive West Construction to U.S. Hwy 75                                    |                  | \$1,500,000        |                 |                    |            |            | \$1,500,000        |
| Cypress Grove Rd. Rebuild - Rex Cruse to Redbud                                  |                  | \$600,000          |                 |                    |            |            | \$600,000          |
| Loy Lake Road Construction (US Hwy 82 to Pecan Grove Rd)                         |                  | \$700,000          |                 |                    |            | ****       | \$700,000          |
| Bridge Erosion Repair (W Pecan St, Lamberth Rd, Centennial St and Blue Flame Rd) | \$45,000         |                    |                 |                    |            |            | \$45,000           |
| Archer Drive Detention Pond Construction                                         | \$214,250        |                    |                 |                    |            |            | \$214,250          |
| Old Settlers Park - Phase III Field Renovation                                   |                  |                    |                 | \$1,000,000        |            |            | \$1,000,000        |
| Rosedale Park Field Lighting                                                     |                  |                    |                 | \$50,000           |            |            | \$50,000           |
| Hawn Park Sprayground Expansion                                                  |                  |                    |                 | \$300,000          |            |            | \$300,000          |
| Fairview Park Spray Ground and Splash Expansion                                  |                  |                    |                 | \$500,000          |            |            | \$500,000          |
| Setting Sun Drainage Improvements                                                | \$78,000         |                    |                 |                    |            |            | \$78,000           |
| GIS System                                                                       |                  |                    | \$50,000        |                    |            |            | \$50,000           |
| Drainage Improvement Projects                                                    | \$250,000        |                    |                 |                    |            |            | \$250,000          |
| Street Right-of-Way and Street Oversize Funding                                  |                  | \$50,000           |                 |                    |            |            | \$50,000           |
| <b>Total 2017-2018</b>                                                           | <b>\$587,250</b> | <b>\$2,850,000</b> | <b>\$50,000</b> | <b>\$1,850,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$5,337,250</b> |

\*\*\*\* TIF

|                            |                    |                    |                    |                    |            |            |                     |
|----------------------------|--------------------|--------------------|--------------------|--------------------|------------|------------|---------------------|
| <b>GENERAL GRAND TOTAL</b> | <b>\$3,756,430</b> | <b>\$6,167,000</b> | <b>\$9,512,000</b> | <b>\$3,335,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$22,770,430</b> |
|----------------------------|--------------------|--------------------|--------------------|--------------------|------------|------------|---------------------|

## UTILITY SERVICES

### 2013-2014

|                                                      | Drainage   | Streets    | Facilities | Parks      | Water              | Sewer               | Totals              |
|------------------------------------------------------|------------|------------|------------|------------|--------------------|---------------------|---------------------|
| S.H. Highway 289 Sewerline "A"                       |            |            |            |            |                    | \$1,650,000         | ** \$1,650,000      |
| South Sherman Relief Sewer                           |            |            |            |            |                    | \$2,000,000         | * \$2,000,000       |
| Gallagher Elevated Tank Painting and Repair          |            |            |            |            | \$1,125,000        |                     | \$1,125,000         |
| WWTP - Upgrade UV Disinfection System                |            |            |            |            |                    | \$1,100,000         | * \$1,100,000       |
| WWTP Relief Headworks - Engineering and Construction |            |            |            |            |                    | \$5,500,000         | * \$5,500,000       |
| Cherry Park Pump Station Rehabilitation              |            |            |            |            | \$500,000          |                     | \$500,000           |
| Ricketts Street Water Line Replacement, Phase 2      |            |            |            |            | \$168,000          |                     | \$168,000           |
| Eastside Outfall Return Sewer                        |            |            |            |            |                    | \$500,000           | * \$500,000         |
| Utility Main Oversizing                              |            |            |            |            | \$50,000           | \$50,000            | \$100,000           |
| <b>TOTAL 2013-2014</b>                               | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,843,000</b> | <b>\$10,800,000</b> | <b>\$12,643,000</b> |

\* Bonded

\*\* SEDCO Funded

### 2014-2015

|                                                       | Drainage   | Streets    | Facilities | Parks      | Water              | Sewer              | Totals             |
|-------------------------------------------------------|------------|------------|------------|------------|--------------------|--------------------|--------------------|
| WWTP - Biosolids Engineering, Design and Construction |            |            |            |            |                    | \$1,500,000        | *1 \$1,500,000     |
| Ida Road Ground Storage Tank Repair and Painting      |            |            |            |            | \$1,000,000        |                    | \$1,000,000        |
| Relief Sewer D-1                                      |            |            |            |            |                    | \$290,000          | \$290,000          |
| South Sherman Trunk Sewer                             |            |            |            |            |                    | \$135,000          | \$135,000          |
| Texoma Parkway Sewer Replacement                      |            |            |            |            |                    | \$200,000          | \$200,000          |
| U.S. Highway 75 South Water Crossing Replacement      |            |            |            |            | \$138,000          |                    | \$138,000          |
| Texoma Parkway Water Replacement - Phase V            |            |            |            |            | \$300,000          |                    | \$300,000          |
| Utility Main Oversizing                               |            |            |            |            | \$50,000           | \$50,000           | \$100,000          |
| <b>TOTAL 2014-2015</b>                                | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,488,000</b> | <b>\$2,175,000</b> | <b>\$3,663,000</b> |

\* Bonded

1 Under Technological Review

### 2015-2016

|                                                      | Drainage   | Streets    | Facilities      | Parks      | Water            | Sewer              | Totals             |
|------------------------------------------------------|------------|------------|-----------------|------------|------------------|--------------------|--------------------|
| WWTP - Nutrient Removal Preliminary Engineering      |            |            |                 |            |                  | \$1,400,000        | * \$1,400,000      |
| WWTP - Study Digester Upgrade and Cost Recovery (8%) |            |            |                 |            |                  | \$200,000          | \$200,000          |
| WWTP - Repair/Replace Perimeter Fencing              |            |            | \$50,000        |            |                  |                    | \$50,000           |
| Blanton Drive Water Main Replacement                 |            |            |                 |            | \$54,000         |                    | \$54,000           |
| Oxford Street Water Main Replacement                 |            |            |                 |            | \$85,000         |                    | \$85,000           |
| Grant Street Water Main Replacement                  |            |            |                 |            | \$76,500         |                    | \$76,500           |
| Utility Main Oversizing                              |            |            |                 |            | \$50,000         | \$50,000           | \$100,000          |
| <b>TOTAL 2015-2016</b>                               | <b>\$0</b> | <b>\$0</b> | <b>\$50,000</b> | <b>\$0</b> | <b>\$265,500</b> | <b>\$1,650,000</b> | <b>\$1,965,500</b> |

\* Bonded

**2016-2017**

|                                         | Drainage   | Streets    | Facilities | Parks      | Water           | Sewer              | Totals             |
|-----------------------------------------|------------|------------|------------|------------|-----------------|--------------------|--------------------|
| WWTP - Nutrient Removal Process         |            |            |            |            |                 | \$8,000,000        | * \$8,000,000      |
| WWTP Automated Dissolved Oxygen Control |            |            |            |            |                 | \$900,000          | * \$900,000        |
| Utility Main Oversizing                 |            |            |            |            | \$50,000        | \$50,000           | \$100,000          |
| <b>TOTAL 2016-2017</b>                  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$50,000</b> | <b>\$8,950,000</b> | <b>\$9,000,000</b> |

**2017-2018**

|                                | Drainage   | Streets    | Facilities       | Parks      | Water           | Sewer              | Totals             |
|--------------------------------|------------|------------|------------------|------------|-----------------|--------------------|--------------------|
| S.H. Highway 289 Sewerline 'C' |            |            |                  |            |                 | \$1,300,000        | ** \$1,300,000     |
| Laboratory Building Expansion  |            |            | \$300,000        |            |                 |                    | \$300,000          |
| WWTP Security Upgrade          |            |            | \$150,000        |            |                 |                    | \$150,000          |
| Utility Main Oversizing        |            |            |                  |            | \$50,000        | \$50,000           | \$100,000          |
| <b>TOTAL 2017-2018</b>         | <b>\$0</b> | <b>\$0</b> | <b>\$450,000</b> | <b>\$0</b> | <b>\$50,000</b> | <b>\$1,350,000</b> | <b>\$1,850,000</b> |

**\*\* SEDCO Funded**

|                            |            |            |                  |            |                    |                     |                     |
|----------------------------|------------|------------|------------------|------------|--------------------|---------------------|---------------------|
| <b>UTILITY GRAND TOTAL</b> | <b>\$0</b> | <b>\$0</b> | <b>\$500,000</b> | <b>\$0</b> | <b>\$3,696,500</b> | <b>\$24,925,000</b> | <b>\$29,121,500</b> |
|----------------------------|------------|------------|------------------|------------|--------------------|---------------------|---------------------|

|                  |                    |                    |                     |                    |                    |                     |                     |
|------------------|--------------------|--------------------|---------------------|--------------------|--------------------|---------------------|---------------------|
| <b>TOTAL CIP</b> | <b>\$3,756,430</b> | <b>\$6,167,000</b> | <b>\$10,012,000</b> | <b>\$3,335,000</b> | <b>\$3,696,500</b> | <b>\$24,925,000</b> | <b>\$51,891,930</b> |
|------------------|--------------------|--------------------|---------------------|--------------------|--------------------|---------------------|---------------------|





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. E. 2.**

**Meeting Date:** 08/05/2013

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** George Olson, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Consider Calling a Special Meeting of the City Council for Tuesday, September 3, 2013, due to Conflict with a Federal Holiday

**Issue:**

To consider calling a special meeting of the City Council for 5:00 p.m. on Tuesday, September 3, 2013, to make up for the first regular meeting in September, which falls on the Federal Holiday of Labor Day

**Background:**

The City Charter provides that City Council regular meetings shall fall “on the first and third Mondays of each month, excluding holidays, at its discretion.” The regular date for the Council’s first meeting in September is Monday, September 2nd, a Federal Holiday to celebrate Labor Day. This day is an officially recognized holiday for City of Sherman employees and is traditionally respected by not holding regular City Council meetings on this Federal Holiday. While the Charter provision does not require the City Council to meet on a Federal Holiday, neither does it establish a make up date, which would be done by a motion and order with a 72-hour public notice.

**Origination:**

City Manager's Office

**Financial Consideration:**

There is no financial impact to be considered.

**Staff Recommendation:**

It is recommended that the City Council call a special City Council meeting for 5:00 p.m. on Tuesday, September 3<sup>rd</sup>.

**Alternatives:**

No alternative is recommended, since the first meeting in September is necessary in the process to set the property tax rate.

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## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. E. 3.**

**Meeting Date:** 08/05/2013

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** George Olson, City Manager

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**Caption:**

**OTHER BUSINESS**

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 noon on Monday, September 9, 2013, to Review and Approve SEDCO's Annual Budget and Work Plan

**Issue:**

To consider scheduling a joint meeting of the City Council and the Sherman Economic Development Corporation (SEDCO) Board of Directors for 12:00 noon on Monday, September 9, 2013, to review and approve SEDCO's annual budget and work plan

**Background:**

The SEDCO Bylaws require an annual meeting of their Board of Directors with the City Council. Topics for consideration are (1) SEDCO's annual budget and (2) SEDCO's work plan for the upcoming 2013-2014 fiscal year.

The City Council has already called a special meeting for 12 noon on Monday, September 9<sup>th</sup>, to introduce, hold the required public hearing, and consider the adoption of an ordinance to annex 63.757 acres at the southwest corner of F.M. 1417/Heritage Parkway and F.M. 691 in the City's Extra Territorial Jurisdiction (ETJ).

**Origination:**

SEDCO President Scott Connell

**Financial Consideration:**

Annual budget for SEDCO after review and consideration by the City Council

**Staff Recommendation:**

It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 noon on Monday, September 9<sup>th</sup> in the City Council Chambers.

**Alternatives:**

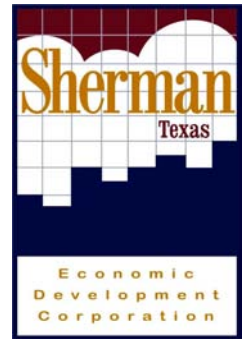
An alternate meeting date that is acceptable to the SEDCO Board is Tuesday, September 17<sup>th</sup>.

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**Attachments**

SEDCO President's request for the annual joint meeting

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July 19, 2013

Mr. George Olson  
City Manager  
City of Sherman  
220 W. Mulberry Street  
Sherman, Texas 75090

Dear George:

According to Sherman Economic Development Corporation Bylaws, SEDCO is required to present an annual budget and Work Plan to Sherman City Council. We usually do that in a joint meeting of the City Council and SEDCO Board of Directors.

We request the City Council establish a meeting for SEDCO to make a presentation setting out the proposed 2013-14 budget and Work Plan. An agreeable meeting time is noon Monday, September 9 or as an alternate Tuesday, September 17 at noon.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "S. Connell".

Scott J. Connell  
President



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. E. 4.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Final Plat Approval of Brookshire Addition, being 7.431 acres in the J.B. McAnair Survey, Abstract No. 763

**Issue:**

To consider Final Plat approval of Brookshire Addition, being 7.431 acres in the J.B. McAnair Survey, Abstract No. 763

**Background:**

The property is located in the 1100 block of North F.M. 1417 (Heritage Parkway); the southeast corner of F.M. 1417 (Heritage Parkway) and Washington Street. The owners would like to plat the property into one lot for commercial development.

**Origination:**

Washington 1417, LP and Brookshire Grocery Company (Owners)  
Summit Surveying, Inc. (Surveyors)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

**Alternatives:**

None



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### **Attachments**

Location Map

Zoning Map

Narrative

Plat

P&Z Communication

Staff Review Letter

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## Summit Surveying, Inc.

Land Boundary • Topography  
GPS • Geodetic • Construction Layout

June 24, 2013

City of Sherman, Texas  
220 W. Mulberry St.  
Sherman, Texas 75090

Attn: Patsy Reeves

Please accept this letter as a formal request for consideration by the Commission of the Preliminary and Final Plats of the "Brookshire Addition". The Preliminary Plat covers a total of 50.99 acres, of which 43.559 acres is owned by Washington 1417, L.P. and 7.431 acres is owned by Brookshire Grocery Company. The Final Plat covers only the 7.431 acre tract owner by Brookshire Grocery Company, with the 43.559 acres being designated as future development. Thank you for your consideration of the above referenced plats and please feel free to contact me with any questions or comments.

Sincerely,

Joe W. Clark, RPLS  
Summit Surveying, Inc.





**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 9.**

**Meeting Date:** 07/16/2013

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

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**Requested Action/Proposed Use:**

**\* 1100 BLOCK N. FM 1417 (HERITAGE PARKWAY)**

The request of Washington 1417, LP and Brookshire Grocery Company (Owners) and Summit Surveying, Inc. (Surveyors) concerning the property in the 1100 Block of N. FM 1417 (Heritage Parkway), being 50.99 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

***Planning and Zoning Commission***

- Preliminary plat approval of Brookshire Addition.
- Final plat approval of Brookshire Addition, being 7.431 acres in the J.B. McAnair Survey, Abstract No. 763

**Background:**

The property is located in the 1100 Block of N. FM 1417 (Heritage Parkway), the southeast corner of FM 1417 (Heritage Parkway) and Washington Street. At the May 21, 2013 meeting, the Planning and Zoning Commission granted Brookshire Grocery Company site plan approval for a Brookshire's Grocery Store as well as exceptions for signs and the exterior finish on the building. The owners would like to plat the property into two lots for commercial development.

**Adjacent Zoning:**

R-1 (One Family Residential) District

**Origination:**

Washington 1417, LP and Brookshire Grocery Company (Owners) and Summit Surveying, Inc. (Surveyors)



**Master Plan Designation:**

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

**Number of notices mailed:**

Not required.

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Narrative

Preliminary Plat

Final Plat

Staff Review Letter

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**STAFF REVIEW LETTER**

July 10, 2013

Washington 1417 Joint Venture  
6850 TPC Drive, Suite 210  
McKinney, TX 75070

Brookshire Grocery Company  
1600 WSW Loop 323  
Tyler, TX 75701

Dear Applicants,

The request for approval of the Plat of the Brookshire Addition for the property in the 1100 Block of N. FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 16, 2013 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

**Preliminary Plat**

1. Platting of the property is required.
2. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
3. As FM 1417 and Washington Street expand in the future, some of the the driveways may be limited to right-in and right-out.
4. Privately owned and maintained detention in accordance with City criteria is required.
5. Civil plans shall be provided and approved by the City of Sherman Engineering Department.
6. Water and Sewer extension will be required to serve the property.
7. A 30' Drainage and Utility Easement along the east side of the property shall be dedicated.
8. All site plan and preliminary plat requirements are to be met prior to filing the final plat.
9. Any other changes made to the preliminary plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

**Final Plat**

1. Letters from the various utility providers are required verifying availability of service.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.

4. As FM 1417 and Washington Street expand in the future, some of the the driveways may be limited to right-in and right-out.
5. Privately owned detention in accordance with City criteria is required.
6. Water and Sewer extension will be required to serve the property.
7. A 30' Drainage and Utility Easement along the east side of the property shall be dedicated.
8. The width of right-of-way for streets and the pavement width shall be shown. Additional right-of-way will be required.
9. Building setback lines shall be removed from the plat.
10. Civil Plans shall be provided to the City of Sherman Engineering Department for review and approval.
11. The Preliminary Plat Signature Block shall be removed from the final plat.
12. All site plan and preliminary plat requirements are to be met prior to filing the final plat.
13. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,



Clay Barnett,  
City Engineer

cc:      George Olson, City Manager  
         Brandon Shelby, City Attorney  
         Jamie D. Baggs, Fire Marshal  
         Don Keene, Director of Public Works  
         Summit Surveying, Inc., Joe Clark, 2040 Deerbrook Drive, Tyler, TX 75703

         Scott Shadden, Director of Development Services  
         Mark Gibson, Director of Engineering & Utilities  
         Lisa Whitfield, Engineering & Development Coordinator



**City Council Regular Meeting**

**Agenda Item No. E. 5.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Replat Approval of Lots 3 and 4 of the Replat of Fairview Park Patio Homes, Lots 1-7

**Issue:**

To consider Replat Approval of Lots 3 and 4 of the Replat of Fairview Park Patio Homes, Lots 1-7

**Background:**

The property is located in the 1400 block of Park Place. The owner would like to replat the property into one lot for multi-family residential development.

**Origination:**

Shreetejas LLC (Owner)

Data Land Services (Surveyors)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

**Alternatives:**

None

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### **Attachments**

Location Map

Zoning Map

Photo

Replat

P&Z Communication

Staff Review Letter

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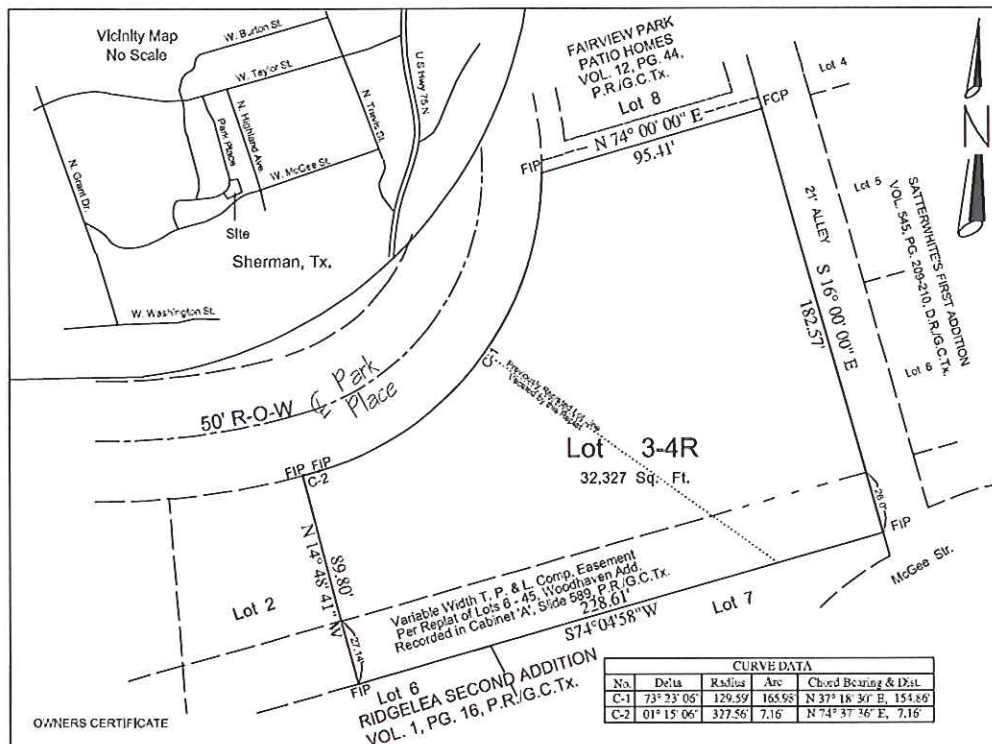




# 1400 Park Place







#### OWNERS CERTIFICATE

WHEREAS, Shreelejas LLC, is the owner of Lot 3 and Lot 4, of Replat of Fairview Park Patio Homes, Lots 1 - 7, to the City of Sherman, Grayson County, Texas, filed in Volume 21, Page 85, Plat Records of Grayson County, Texas, said Lots being conveyed by deed recorded in Volume 4954, Page 813, Real Property Records of Grayson County, Texas, and being more particularly described as follows:

Beginning at an iron pin found with a cap marked RPLS 4567, at the Southeast corner of said Lot 4, at the Northeast corner of Lot 7, of Ridgelea Second Addition to the City of Sherman, per Plat recorded in Volume 1, Page 16, Plat Records of Grayson County, Texas, said Point-of-Beginning also being on the West line of an Alley;

THENCE South 74 degrees 04 minutes 58 seconds West, with the South line of said Lot 4 and Lot 3, with the north line of Lot 7 and Lot 8 of Ridgelea Second Addition, along and near a Chain Link Fence and North of an iron pin found, a distance of 228.61 feet to an iron pin found at the Southwest corner of said Lot 3 and the Southeast corner of Lot 2 of said Replat;

THENCE North 14 degrees 48 minutes 41 seconds West, with the West line of Lot 3 and the East line of Lot 2, a distance of 89.60 feet to an iron pin found on the South Right-of-Way Curve of Park Place (50 Feet wide);

THENCE with a curve to the left in said Right-of-Way, having a Delta Angle of 61 degrees 15 minutes 06 seconds, a Radius of 327.56 feet, an Arc Length of 7.16 feet and a Chord of North 74 degrees 37 minutes 36 seconds East, 7.16 feet to an iron pin found at the beginning of another curve in said Right-of-Way;

THENCE with a curve to the left in said Right-of-Way, having a Delta Angle of 73 degrees 23 minutes 05 seconds, a Radius of 129.59 feet, an Arc Length of 165.98 feet, and a Chord of North 37 degrees 18 minutes 30 seconds East, 154.89 feet to an iron pin found at the Northwest corner of Lot 4 and the Southwest corner of Lot 8, of Fairview Park Patio Homes Addition, Phase One, to the City of Sherman, Grayson County, Texas, Plat filed in Volume 12, Page 44, of the Plat Records of Grayson County, Texas;

THENCE North 74 degrees 00 minutes 00 seconds East, with the North line of said Replat Lot 4, and the South line of said Original Plat Lot 8, along and near a wood fence part of the way, a distance of 95.41 feet to a wood fence corner post, on the West line of an Alley;

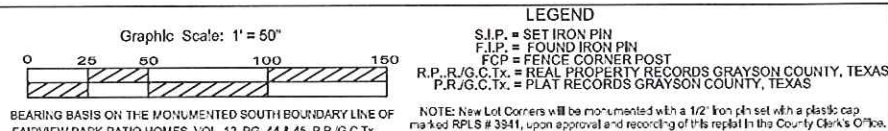
THENCE South 18 degrees 00 minutes 00 seconds East, with the East line of said Lot 4 and the West line of said Alley, along and near a Metal Fence part of the way, a distance of 157.46 feet to the POINT-OF-BEGINNING and containing in all 32,327 square feet or 0.742 acre of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Shreelejas LLC, the Owner, does hereby adopt this replat designating the hereinabove described property as the Replat of the Replat of Fairview Park Patio Homes, Lot 3 and Lot 4, an addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever the street, right-of-ways, road, drainage and utility easement as designated on this replat.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

Sudhakar Allada  
Manager



BEARING BASIS ON THE MONUMENTED SOUTH BOUNDARY LINE OF FAIRVIEW PARK PATIO HOMES, VOL. 12, PG. 44 & 45, P.R./G.C.Tx.

THESE LOTS ARE WITHIN ZONE 'X', (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP NUMBER 48181C0270 F, FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS. MAP REVISED: SEPTEMBER 29, 2010. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

#### ACKNOWLEDGEMENT

State of Texas )

County of Grayson )

Before me, the undersigned a Notary Public for the State of Texas, on this day personally appeared Sudhakar Allada, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he same is his act and deed in the capacity therein stated and for the purposes and considerations therein expressed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013

#### SURVEYORS CERTIFICATE

I, William Davis Finney, a Registered Professional Land Surveyor, in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

William Davis Finney Tx, RPLS # 3941

#### ACKNOWLEDGEMENT

State of Texas )

County of Grayson )

Before me, the undersigned a Notary Public for the State of Texas, on this day personally appeared William Davis Finney, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he same is his act and deed in the capacity therein stated and for the purposes and considerations therein expressed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013

#### DEVELOPER / OWNER

Shreelejas, LLC  
10007 Stone Harbor Way  
Irving, Texas 75063

#### PLANNING & ZONING COMMISSION APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

#### ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS

Mayor, City of Sherman, Texas \_\_\_\_\_

Date \_\_\_\_\_

The undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing final plat of Replat of Replat of Fairview Park Patio Homes, Lot 3 and Lot 4, Subdivision or Addition to the City of Sherman, Texas, was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City Clerk, City of Sherman, Texas \_\_\_\_\_

REPLAT OF LOT 3 AND LOT 4 OF REPLAT OF FAIRVIEW PARK PATIO HOMES, LOTS 1-7, PER REPLAT FILED IN VOLUME 21, PAGE 85, PLAT RECORDS OF GRAYSON COUNTY, TEXAS, ON PARK PLACE, IN SHERMAN, TEXAS

DATA LAND SERVICES REG. PROF. LAND SURVEYING

P. O. BOX 2110, FORNEY, TEXAS, 75126 Job No. 33-259 Scale: 1" = 50'  
Ph. (972) 564-6166 Fax (972) 564-3079 Drawn by W.D.F. Date: June 24, 2013



**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 11.**

**Meeting Date:** 07/16/2013

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

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**Requested Action/Proposed Use:**

**\* 1400 BLOCK PARK PLACE**

The request of Shreetejas LLC (Owner) and Data Land Services (Surveyors) concerning the property in the 1400 Block Park Place, being Lots 3 & 4, Block 1, Fairview Park Patio Homes Replat, Lots 1-7, containing 0.742 acres, as follows:

***Planning and Zoning Commission***

- Replat approval of Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7
- Site plan approval for an apartment complex

**Background:**

The property is located in the 1400 Block of Park Place off W. Taylor Street. The owner would like to replat two lots into one to construct an apartment complex on the lot.

**Adjacent Zoning:**

R-1 (One Family Residential) District and R-2 (Multi-Family Residential) District

**Origination:**

Shreetejas LLC (Owner) and Data Land Services (Surveyors)

**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:**

24

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Photo

Replat

Site Plan

Elevations

Staff Review Letter - Replat

Staff Review Letter - Site Plan

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**STAFF REVIEW LETTER**

July 10, 2013

Shrectejas LLC  
10007 Stone Harbor Way  
Irving, TX 75063

Dear Applicants,

The request for approval of a Replat approval of Lots 3 & 4, Block 1, Fairview Park Patio Homes Replat, Lots 1-7 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 16, 2013 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. Original lot lines shall be removed from the plat.
5. A point of beginning (POB) shall be shown on the plat.
6. The last distance call shall be corrected.
7. The street pavement width shall be shown.
8. The City of Sherman will not maintain the alley and any future maintenance shall be the responsibility of the owner or the Developer shall build the alley to the City of Sherman alley standards.
9. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

  
Clay Barnett,  
City Engineer

cc: George Olson, City Manager  
Brandon Shelby, City Attorney  
Jamie Baggs, Fire Marshal  
Don Keene, Dir. of Public Works

Scott Shadden, Director of Development Services  
Mark Gibson, Dir. of Engineering and Utilities  
Lisa Whitfield, Engineering & Development Coordinator  
Data Land Services, PO Box 2110, Forney, TX 75126





**City Council Regular Meeting**

**Agenda Item No. E. 6.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Replat Approval of Part of Lot 8, Block 1, Gleckler Plaza Addition

**Issue:**

To consider Replat Approval of part of Lot 8, Block 1, Gleckler Plaza Addition

**Background:**

The property is located at 3321 Loy Lake Road, between Gallagher Road and Pecan Grove Road. The owners would like to replat the property into one lot for commercial development.

**Origination:**

Jerry and Patsy Stengel (Owners)

Vilbig and Associates (Engineers)

BWG Architecture (Architect)

Helvey & Associates Surveying, Inc. (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

**Alternatives:**

None

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### **Attachments**

Location Map

Zoning Map

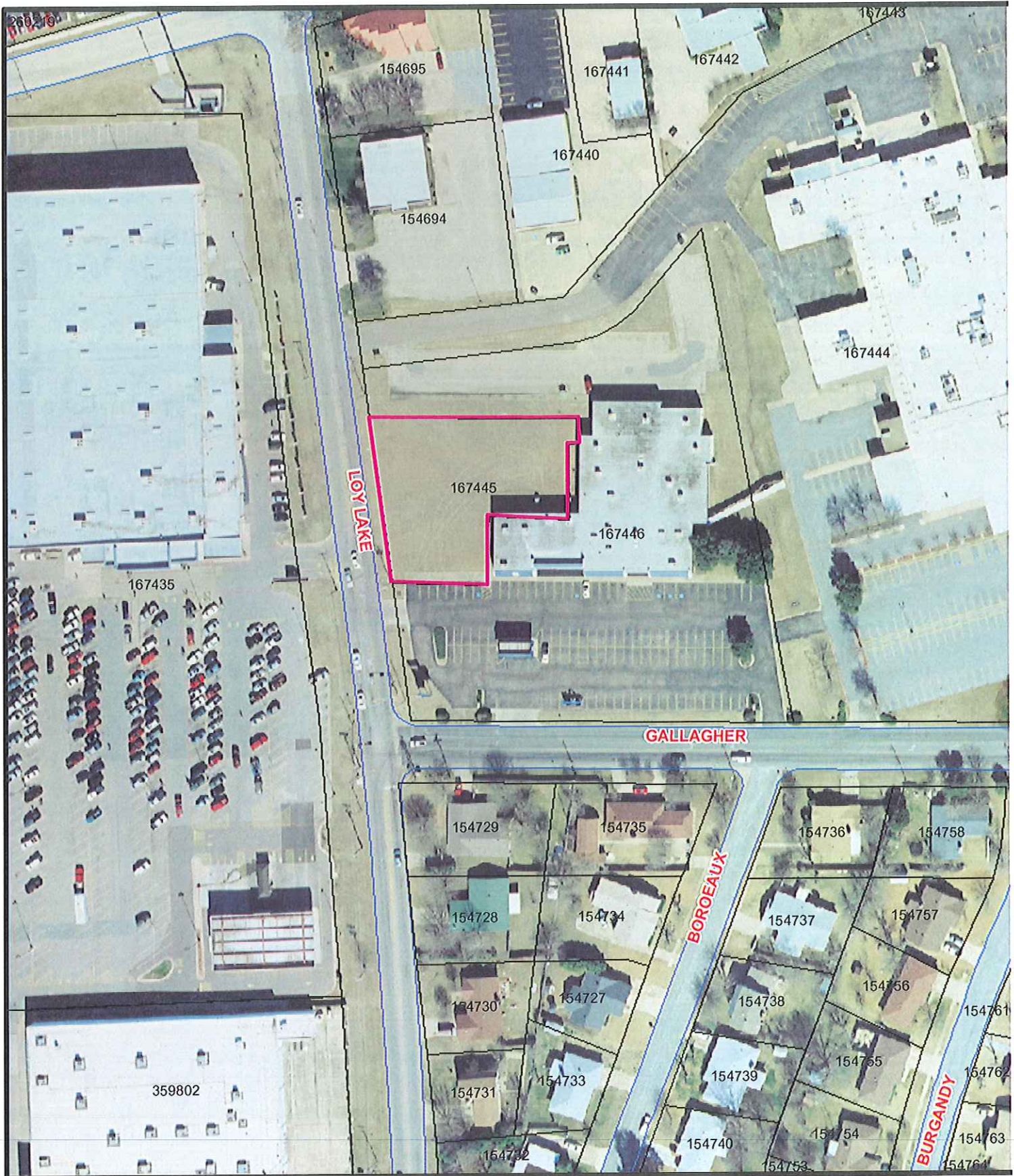
Replat

P&Z Communication

Staff Review Letter

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3321 Loy Lake Road

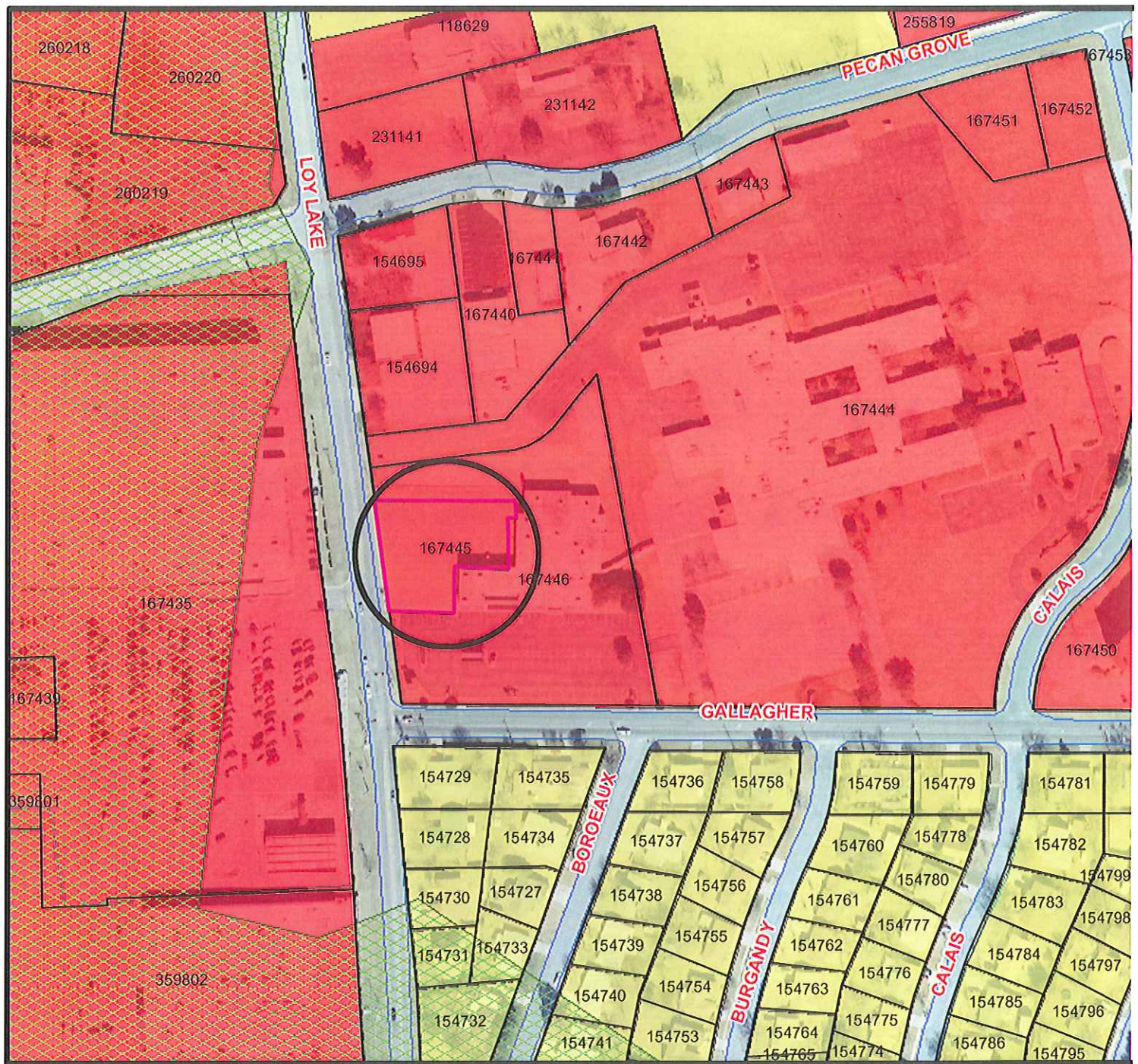
City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 129 feet





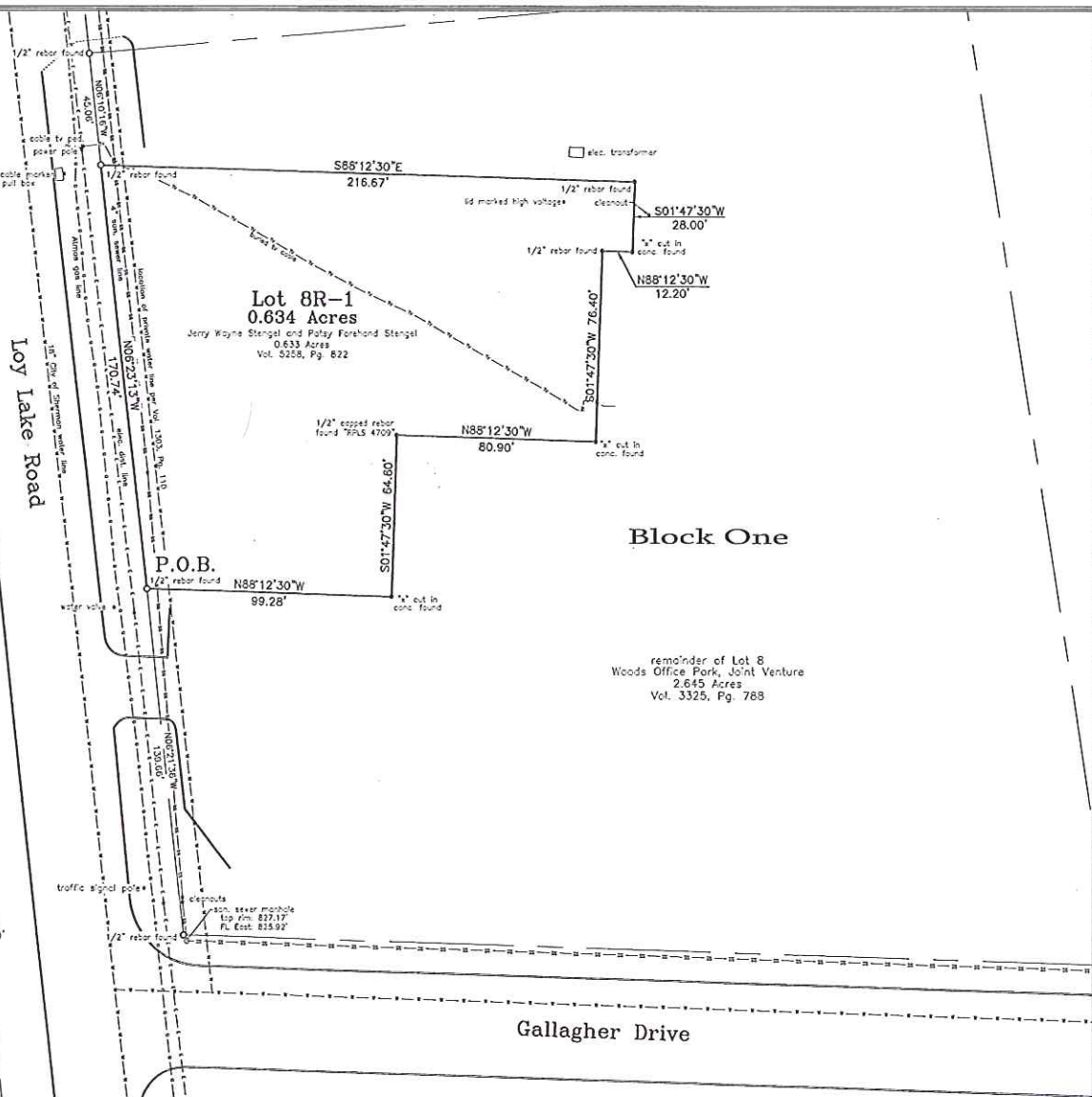
## Zoning - 3321 Loy Lake Road

### Legend

|                                                                                                                          |                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <span style="color: red;">---</span> C L SHERMAN CITY LIMITS                                                             | <span style="background-color: red; border: 1px solid black;"> </span> C-1 Retail Business District                    |
| <span style="background-color: yellow; border: 1px solid black;"> </span> O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT           | <span style="background-color: lightblue; border: 1px solid black;"> </span> C-2 General Commercial District           |
| <span style="background-color: lightblue; border: 1px solid black;"> </span> O 1.1 FM 1417 OVERLAY DISTRICT              | <span style="background-color: lightgreen; border: 1px solid black;"> </span> M-1 Light Manufacturing District         |
| <span style="background-color: lightgreen; border: 1px solid black;"> </span> O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT | <span style="background-color: lightyellow; border: 1px solid black;"> </span> R-A Single Family Agricultural District |
| <span style="background-color: lightyellow; border: 1px solid black;"> </span> C B D DOWNTOWN BUSINESS DISTRICT          | <span style="background-color: lightblue; border: 1px solid black;"> </span> SF-1 Single Family Residential District   |
| <span style="background-color: lightblue; border: 1px solid black;"> </span> C P O COLLEGE PARK OVERLAY DISTRICT         | <span style="background-color: lightgreen; border: 1px solid black;"> </span> M-1.5 Medium Manufacturing District      |
| <span style="background-color: lightgreen; border: 1px solid black;"> </span> A & C ARTS & CULTURAL OVERLAY DISTRICT     | <span style="background-color: lightyellow; border: 1px solid black;"> </span> M-2 Heavy Manufacturing District        |
| <span style="background-color: lightyellow; border: 1px solid black;"> </span> CO Office District                        | <span style="background-color: lightblue; border: 1px solid black;"> </span> MH Manufacturing Housing District         |
| <span style="background-color: lightblue; border: 1px solid black;"> </span> R-1 One Family Residential District         | <span style="background-color: lightgreen; border: 1px solid black;"> </span> Blaylock Commercial District             |
| <span style="background-color: lightgreen; border: 1px solid black;"> </span> R-2 Multi-Family Residential District      | <span style="background-color: lightyellow; border: 1px solid black;"> </span> BIP Blalock Industrial Park             |







# Replat of Part of Lot 8, Block One Gleckler Plaza Addition to the City of Sherman, Texas

**0.634 Acres**  
 in the  
**J. B. McAnair Survey**  
**Abstract No. 763**

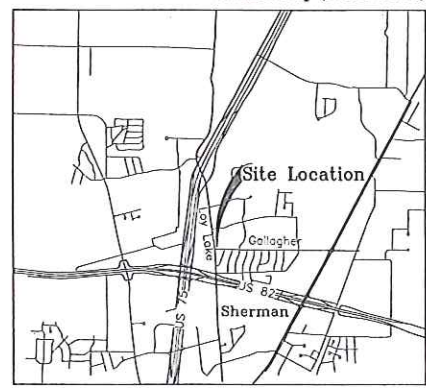
Jerry Stengel and Patsy Stengel  
 Owners

**General Notes:**

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. The property shown on this plat hereon lies within a Zone "X" (area determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 4818100290 F, Revised Date: September 29, 2010.
5. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.

Helvey & Associates Surveying, Inc.  
 222 W. Main St.  
 Denison, Texas 75020  
 Ph (903) 463-6191 Fax (903) 463-4088

Location Map (Not to Scale)





**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 16.**

**Meeting Date:** 07/16/2013

**Prepared by:** Patsy Reeves, Developmental Services Admin Secretary

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

---

**Requested Action/Proposed Use:**

**\* 3321 LOY LAKE ROAD**

The request of Jerry & Patsy Stengel (Owners), Vilbig and Associates (Engineers), BWG Architecture (Architect) and Helvey & Associates Surveying, Inc. (Surveyor) concerning the property located at 3321 Loy Lake Road, being part of Lot 8, Block 1, in the Gleckler Plaza Addition containing 0.634 acres, as follows;

***Planning and Zoning Commission***

- Replat approval of part of Lot 8, Block 1, Gleckler Plaza Addition
- Site plan approval for Diamonds Cosmetology College.

**Background:**

The property is located at 3321 Loy Lake Road, the northeast corner of Gallagher and Loy Lake Road across from Sam's Club. The owners would like to replat the property into one lot to construct Diamonds Cosmetology College. They are proposing a 4,889 square foot, two story building, the exterior finish will be Exterior Finish Insulation System (EFIS) and 46 parking spaces will be provided.

**Adjacent Zoning:**

C-1 (Retail Business) District

**Origination:**

Jerry & Patsy Stengel (Owners), Vilbig and Associates (Engineers) and BWG Architecture (Architect) and Helvey & Associates Surveying, Inc. (Surveyor)



**Master Plan Designation:**

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

**Number of notices mailed:**

Not required.

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Plat

Site Plan

Elevations

Staff Review Letter - Replat

Staff Review Letter - Site Plan

---

**STAFF REVIEW LETTER**

July 10, 2013

Jerry & Patsy Stengel  
2110 Cedar Road  
Sherman, TX 75090

Dear Applicants,

The request for approval of a Replat of part of Lot 8, Block 1, Gleckler Plaza Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 16, 2013 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from the various utility providers are required verifying availability of service.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of right-of-way for streets and the pavement width shall be shown.
5. A sewer extension is necessary to serve the development.
6. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,



Clay Barnett,  
City Engineer

cc: George Olson, City Manager  
Brandon Shelby, City Attorney  
Jamie Baggs, Fire Marshal  
Don Keene, Dir. of Public Works  
Vilbig & Associates, David Vilbig, 10132 Monroe Drive, Dallas, Texas 75229  
Helvey & Associates Surveying, Inc., 22 W. Main St., Denison, TX 75020  
BWG Architecture, PO Box 893, Tom Bean, TX 75489

Scott Shadden, Director of Development Services  
Mark Gibson, Dir. of Engineering and Utilities  
Lisa Whitfield, Engineering & Development Coordinator



**City Council Regular Meeting**

**Agenda Item No. E. 7.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director of Developmental Services

**Approved By:** George Olson, City Manager

---

**Caption:**

**\* OTHER BUSINESS**

Final Plat Approval of Double D Ranch Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ)

**Issue:**

To consider Final Plat approval of Double D Ranch Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ)

**Background:**

The property is located in the 3700-3800 blocks of S.H. 289 North, just north of U.S. Highway 82. The owners would like to plat the property into two lots for residential development.

**Origination:**

Jerry and Carol Duvall (Owners)

Andrew and Stacey Olmstead (Prospective Buyers)

Sartin and Associates, Inc. (Surveyors)

**Financial Consideration:**

None

**Staff Recommendation:**

At the July 16, 2013 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

**Alternatives:**

None

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### **Attachments**

Location Map

Zoning Map

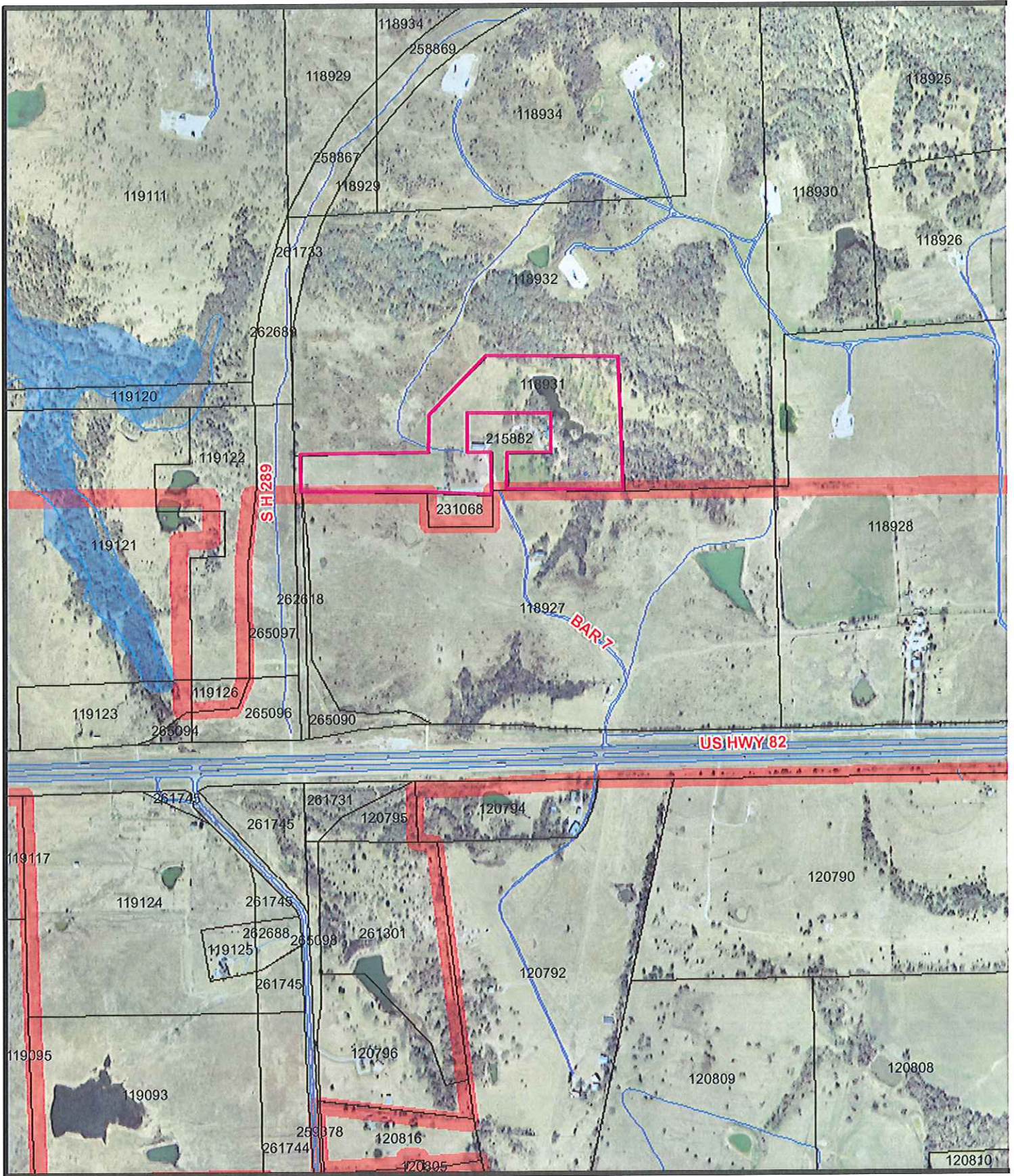
Plat

P&Z Communication

Staff Review Letter

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3700-3800 Blks. SH 289 N

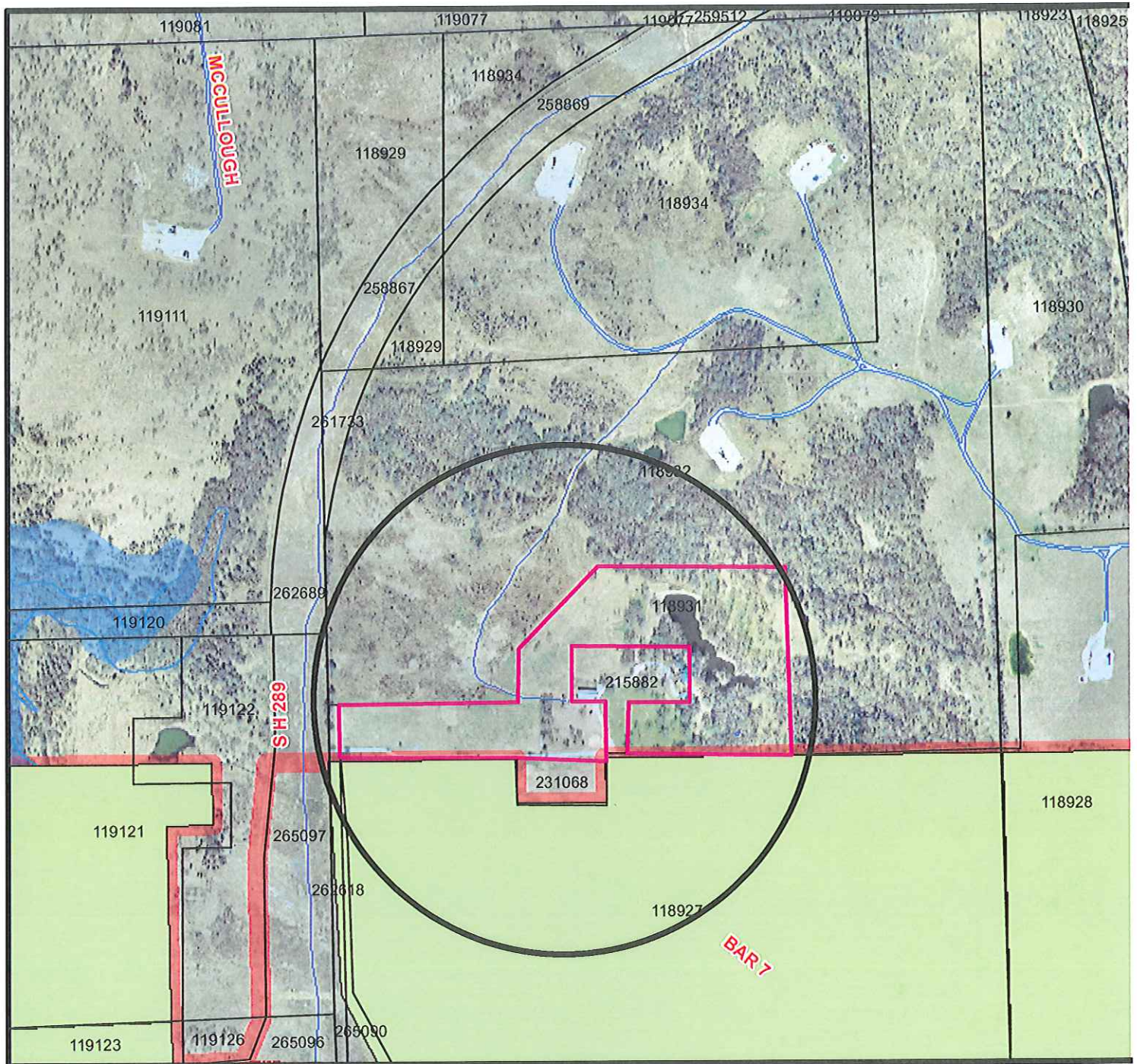
City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 859 feet





## Zoning - 3700-3800 Blks. S.H. 289 North in ETJ

### Legend

- |                                                                                                                                                                            |                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="color: red;">----</span> C L SHERMAN CITY LIMITS                                                                                                              | <span style="background-color: red; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C-1 Retail Business District                   |
| <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT        | <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C-2 General Commercial District          |
| <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> O 1.1 FM 1417 OVERLAY DISTRICT               | <span style="background-color: lightpurple; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> M-1 Light Manufacturing District       |
| <span style="background-color: lightorange; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT | <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> R-A Single Family Agricultural District |
| <span style="background-color: red; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C B D DOWNTOWN BUSINESS DISTRICT                   | <span style="background-color: darkgreen; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> SF-1 Single Family Residential District  |
| <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C P O COLLEGE PARK OVERLAY DISTRICT             | <span style="background-color: blue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> M-1.5 Medium Manufacturing District           |
| <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> A & C ARTS & CULTURAL OVERLAY DISTRICT       | <span style="background-color: purple; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> M-2 Heavy Manufacturing District            |
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> CO Office District                              | <span style="background-color: brown; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> MH Manufacturing Housing District            |
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> R-1 One Family Residential District             | <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Blaylock Commercial District                |
| <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> R-2 Multi-Family Residential District        | <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> BIP Blaylock Industrial Park                |



JOHN C. HACKNEY  
SURVEY  
ABST. NO. 514

R. M. MCKINNEY  
SURVEY  
ABST. NO. 556

STATE HIGHWAY NO. 289  
(Variable Width Right-of-Way)

U. S. HIGHWAY NO. 82

BENJAMIN HAMBRIGHT SURVEY  
ABST. NO. 536

NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

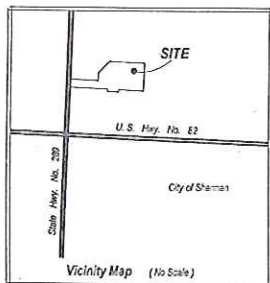


Final Plat of  
**DOUBLE D RANCH ADDITION**  
to the  
**CITY of SHERMAN, TEXAS**  
being 31.15 Acres  
out of  
**BENJAMIN HAMBRIGHT SURVEY ABST. NO. 536**

Owner & Developer  
Jerry Duvall  
259 Double D Ranch Rd.  
Sherman, Texas 76092

**SARTIN & ASSOCIATES, INC.**  
REGISTERED PROFESSIONAL LAND SURVEYORS  
109 S. Travis, P.O. Box 1043, Sherman, Texas 76101-1043  
Ph: (817) 934-0353 Fax: (817) 934-0374 Email: ms@gsdtop.com

**SHEET 1 OF 2**  
259DOUBLE-D.pcs







**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 15.**

**Meeting Date:** 07/16/2013

**Prepared by:** Patsy Reeves, Developmental Services Admin Secretary

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

---

**Requested Action/Proposed Use:**

**\* 3700-3800 BLOCKS S.H. 289 N**

The request of Jerry and Carol Duvall (Owners), Andrew and Stacey Olmstead (Prospective Buyers) and Sartin and Associates, Inc. (Surveyors) concerning the property in the 3700-3800 Blocks of S.H. 289 North, being 31.15 acres in the Benjamin Hambright Survey, Abstract No. 536, as follows:

***Planning and Zoning Commission***

Preliminary and Final Plat approval of Double D Ranch Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ)

**Background:**

The property is located in the 3700-3800 blocks of S.H. 289 North, just north of U.S. Highway 82 West in the City of Sherman's Extraterritorial Jurisdiction. The owners would like to plat the property into two lots for residential development.

**Adjacent Zoning:**

RA (Single Family Agricultural) District

**Origination:**

Jerry and Carol Duvall (Owners), Andrew and Stacey Olmstead (Prospective Buyers) and Sartin and Associates, Inc. (Surveyors)

**Master Plan Designation:**

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

**Number of notices mailed:**

Not required.

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Preliminary Plat

Final Plat

Staff Review Letter

---

**STAFF REVIEW LETTER**

July 10, 2013

Jerry & Carol Duvall  
259 Double D Ranch Rd.  
Sherman, TX 75092

Andrew & Stacey Olmstead  
PO Box 1298  
Sherman, TX 75091

Dear Applicants,

The request for approval of a Preliminary and Final Plat for the Double D Ranch Addition located in the 3700-3800 Blocks of S.H. 289 North has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 16, 2013 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Preliminary Plat:

1. Platting of the property is required.
2. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
3. The Point of Beginning Notation shall be moved to the correct location.
4. Grayson County septic requirements are to be met.
5. Grayson County shall review the preliminary plat for additional changes and fees.
6. The street pavement width shall be shown.
7. The 30' Access Easement shall be noted as being a 30' Private Access Easement.
8. Any other changes made to the preliminary plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff as to not require resubmission to the Planning and Zoning Commission.

Final Plat:

1. Letters from the various utility providers are required verifying availability of service.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
4. The Point of Beginning Notation shall be moved to the correct location.
5. Grayson County septic requirements are to be met.
6. Grayson County shall review the final plat for additional changes and fees.
7. The street pavement width shall be shown.
8. The 30' Access Easement shall be noted as being a 30' Private Access Easement.



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

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,

A handwritten signature in black ink, appearing to read "Clay Barnett", with a long horizontal stroke extending to the right.

Clay Barnett  
City Engineer

|     |                                                                         |                                                       |
|-----|-------------------------------------------------------------------------|-------------------------------------------------------|
| cc: | George Olson, City Manager                                              | Scott Shadden, Director of Development Services       |
|     | Brandon Shelby, City Attorney                                           | Mark Gibson, Dir. of Engineering & Utilities          |
|     | Jamie Baggs, Fire Marshal                                               | Lisa Whitfield, Engineering & Development Coordinator |
|     | Don Keene, Dir. of Public Works                                         |                                                       |
|     | Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75091 |                                                       |



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. E. 8.**

**Meeting Date:** 08/05/2013

**Prepared By:** Scott Shadden, Director Developmental Services

**Approved By:** George Olson, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Site Plan Approval for Fisher Controls International LLC (a subsidiary of Emerson Process Management), Owners; Fisher Controls, Tenant; Corgan Associates, Inc., Architect; and John Blacker, Hart, Gaugler & Associates, Inc., Engineer, under Ordinance No. 2252, Article IV, Section 410(2)(j) for a Warehouse and Parking Lot Addition for Fisher Controls in the Blalock Industrial Park District at 4725 U.S. Highway 75 South

**Issue:**

Site Plan approval for a warehouse and parking lot addition for Fisher Controls in the Blalock Industrial Park

**Background:**

The property is located at 4725 U.S. Highway 75 South in the Blalock Industrial Park; Fisher Controls is the tenant. Due to continued growth, Fisher Controls would like to expand its current warehouse operations with a new 53,000 square foot building addition, including four (4) new truck bays to facilitate the receiving, manufacturing and shipping of industrial mechanical valves. The new addition will expand the current footprint of the existing building to the north and will match the existing finish on the building. There will also be a new parking lot to offset the new addition.

**Origination:**

Fisher Controls International LLC (a subsidiary of Emerson Process Management) (Owners)  
Fisher Controls (Tenant)  
Corgan Associates Inc. (Architect)  
John Blacker; Hart, Gaugler & Associates, Inc. (Engineer)

**Financial Consideration:**

None

**Staff Recommendation:**

At the regular meeting on July 16, 2013, the Planning and Zoning Board voted 7/0 to approve the Site Plan subject to the Staff Review Letter and forward the request to the City Council.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Location Map

Zoning Map

Photo

Narrative

Site Plan

Elevations

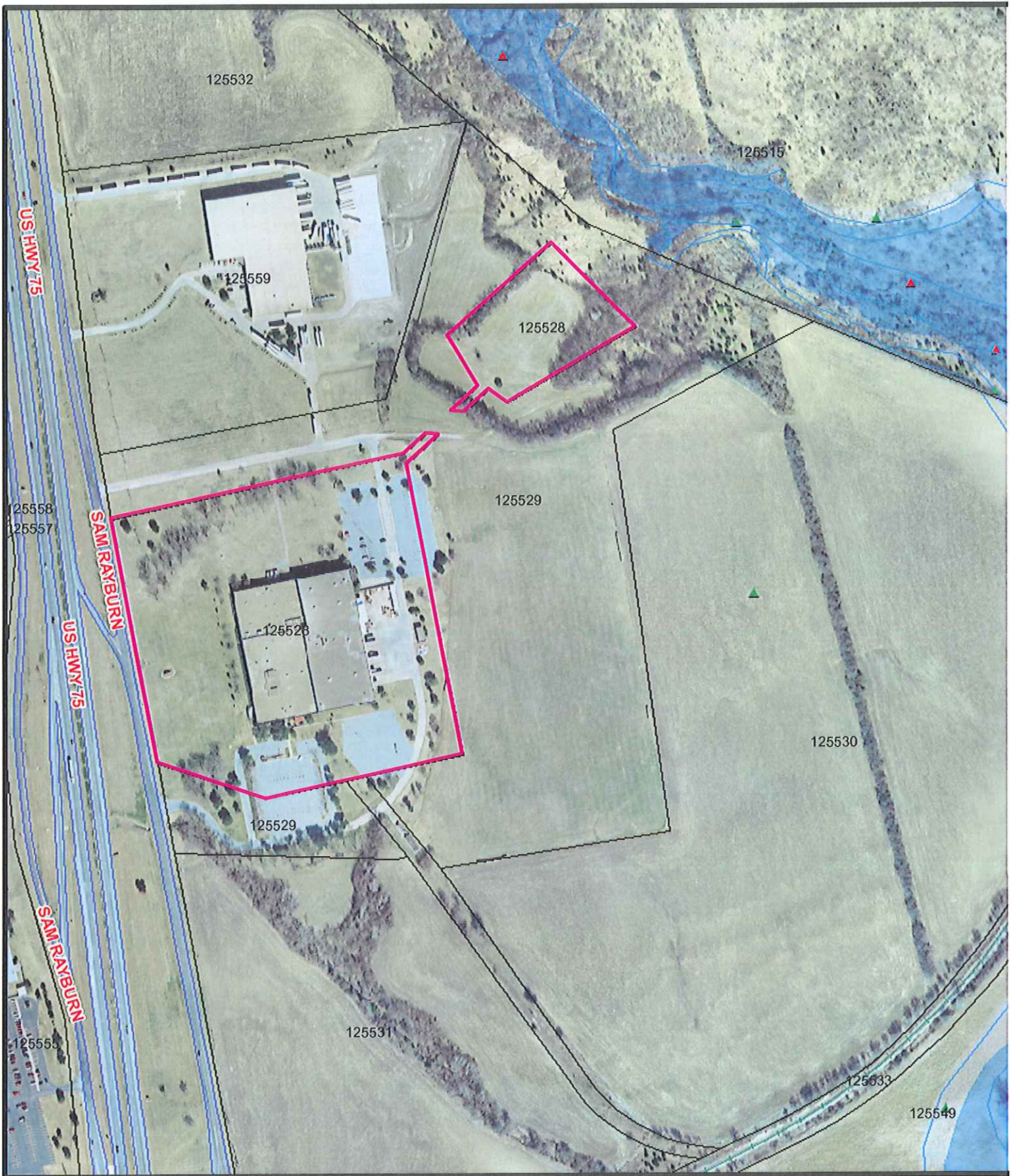
Landscape Plan

P&Z Communication

Staff Review Letter

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4725 U.S. Highway 75 S

City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 429 feet







4725 S. Hwy 75





## Memorandum

CORGAN ASSOCIATES, INC.  
401 NORTH HOUSTON STREET  
DALLAS, TX 75202  
TEL 214 748 2000  
FAX 214 653 8281  
www.corgan.com

**To** Mr. John Blacker  
12801 N Central Expy  
Dallas, TX 75243

**Date** 25 June 2013

**From** Marisol Sifuentes

**Project** Emerson Process Management Expansion

**Re** Emerson Project Narrative

Due to its continued business growth, the Emerson Process Management plant located in the Blaylock Industrial park is in the planning stages of an expansion of its current warehouse operations. Emerson plans to expand its existing warehouse with a new 53,000 SF building addition inclusive of (4) new truck bays to facilitate the receiving, manufacturing and shipping of industrial mechanical valves.

The new addition will expand the current footprint to the north of the existing building and will match the current architectural character set forth in the existing building. There will also be a new parking lot to offset the loss of parking spaces that will need to be relocated as result of the addition.

A tree survey has been conducted and the existing trees are being incorporated into the new site plan to the extent possible. The concept is to protect and keep as many trees as possible.

The building will house warehouse operations as well as administrative and drug-testing amenities that are a requirement of employment at Emerson.

The project schedule accounts for design services that are already in place as well as construction that is expected to begin in September of 2013 with final completion expected in the 2<sup>nd</sup> quarter of 2014.

**End of Memorandum**



**Author's address:** Department of Mathematics, University of California at Berkeley, 94720-1987, CA, USA.  
E-mail: [shashank@math.berkeley.edu](mailto:shashank@math.berkeley.edu)

 $\overline{\overline{\text{HGA}}}$ [illegible]

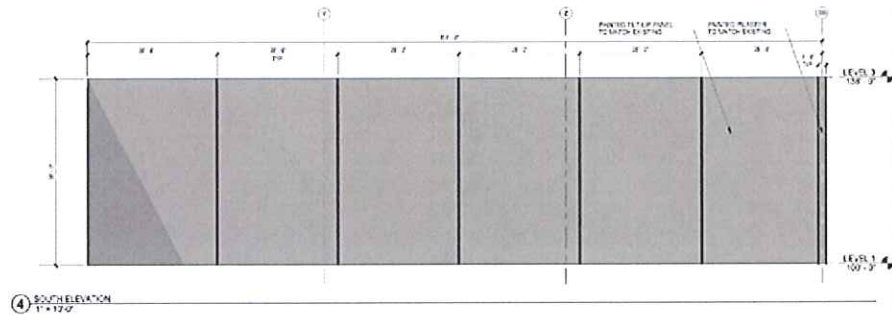
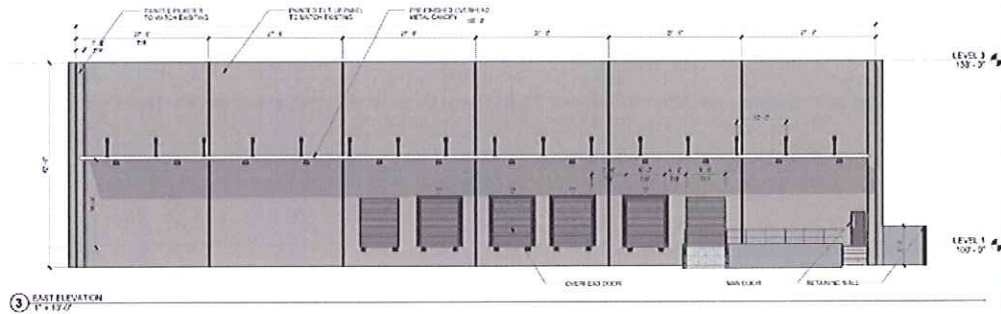
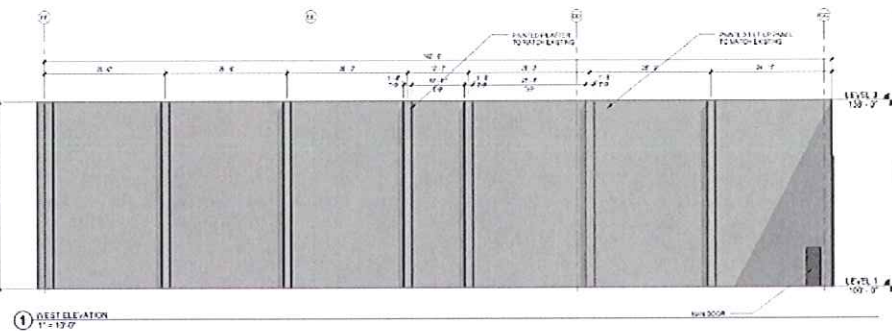
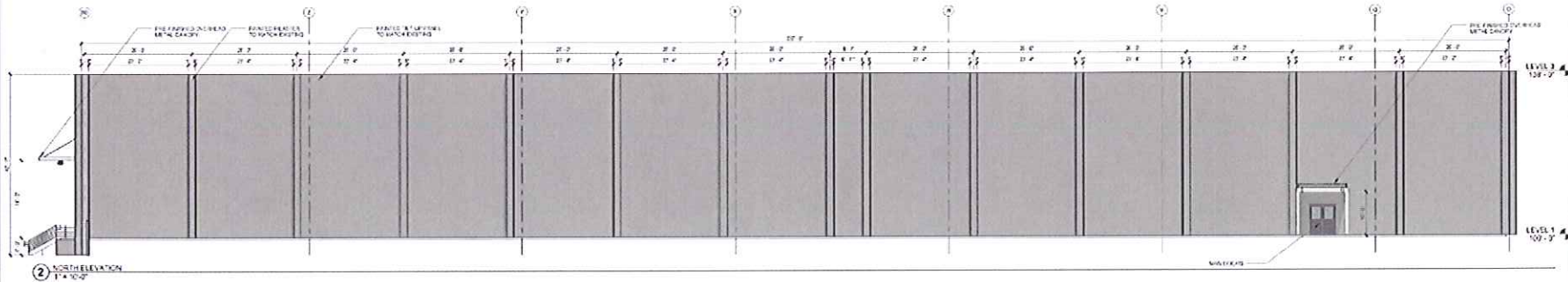
**EMERSON PROCESS MANAGEMENT  
EXPANSION**  
SHILKROD DUNMAN SURVEY ABSTRACT NO. 329  
CITY OF SHEPHERD, GRAYSON COUNTY, TEXAS

SITE PLAN

|                     |               |
|---------------------|---------------|
| Source:             | AL 2017/17/18 |
| Planning (ref type) | MPA           |
| Drawn by:           | MPA           |
| Checked by:         | 1008          |
| Phase:              | JANUARY 2013  |
| Project No.         | 201008        |

SHEET  
C0.01

6/20/2013 4:23 PM A05-01 EXTERIOR ELEVATIONS



**CORGAN**

CORGAN ASSOCIATES, INC.  
4000 Highway 100  
Dallas, TX 75220  
T: 214.343.8000 F: 214.343.8001

ISSUES

REVISIONS

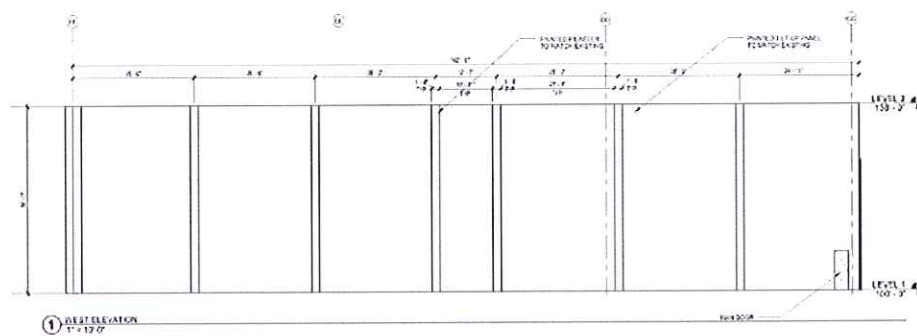
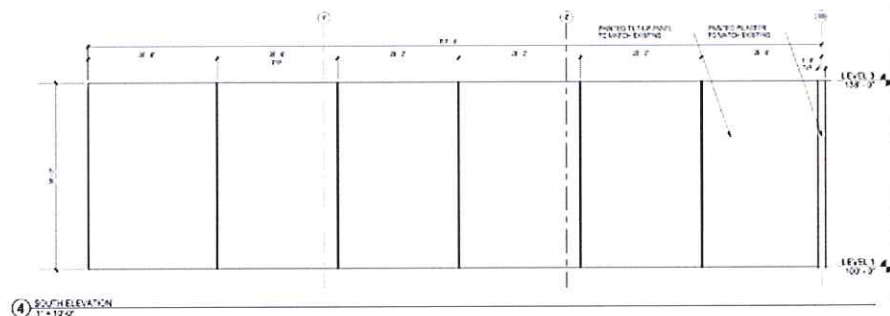
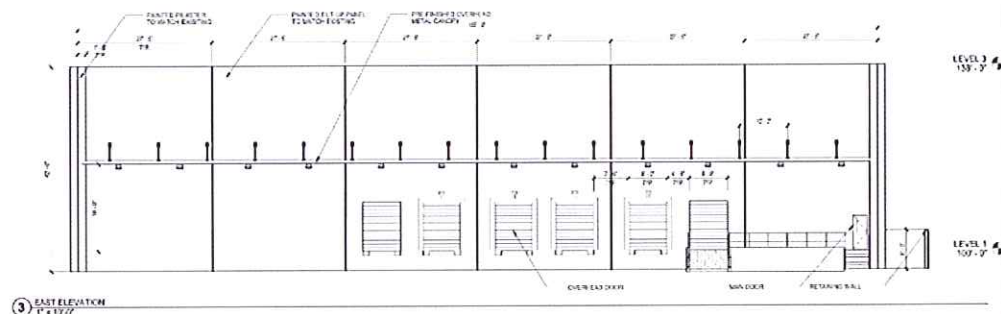
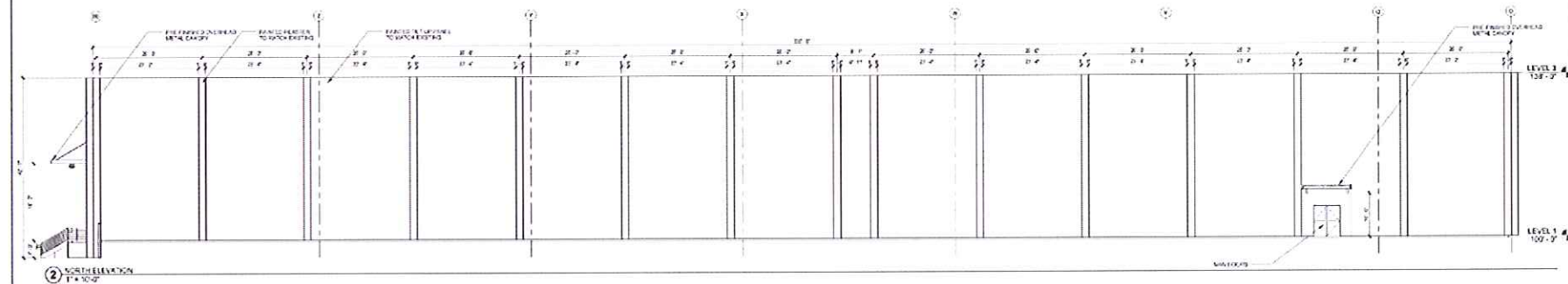
**Emerson Process  
Management Expansion**

4725 Highway 75 South, Sherman, Texas 75091

EXTERIOR  
ELEVATIONS

JOB 13152.0000  
DATE 08/25/2013  
SHEET

**A05-01**



**A05-01**





## COMMERCIAL TREE AND LANDSCAPING

## OFF-STREET PARKING LANDSCAPING (TWENTY-FIVE (25) SPACES OR MORE).

(A) ALL AREAS THAT ARE USED FOR PARKING SHALL CONFORM TO THE MINIMUM LANDSCAPING REQUIREMENTS OF THIS ARTICLE. PARKING LOTS SHALL HAVE OPEN LANDSCAPED AREAS THAT ARE EQUAL TO BUT NOT LESS THAN TEN (10) PERCENT OF THE PARKING AREAS AND DRIVES IN THE PARKING AREAS. THE REQUIRED AREA MAY BE USED AS ISLAND, PERIMETER LANDSCAPING, OR IN ANY COMBINATION. A MINIMUM OF FORTY (40) PERCENT OF THE REQUIRED LANDSCAPED AREA MUST BE USED AS ISLANDS.

TOTAL PARKING AREA = 72,237 SQ. FT.  
10% OF TOTAL PARKING AREA = 7,229 SQ. FT. LANDSCAPE AREA REQUIRED  
25,528 SQ. FT. OF LANDSCAPE AREA PROVIDED (35% OF TOTAL PARKING AREA)  
40% OF REQUIRED LANDSCAPE AREA = 31,723 SQ. FT. LANDSCAPE ISLANDS REQUIRED  
47,203 SQ. FT. ISLANDS PROVIDED (60% OF TOTAL LANDSCAPE AREA REQUIRED)

(5) LANDSCAPING SHALL CONSIST OF A COMBINATION OF SUCH MATERIALS AS GRASSES, GROUND COVER, SHRUBS, VINES, HEDGES, TREES, OR OTHER SUCH MATERIALS. GRASSES AND GROUND COVER ALONE SHALL NOT CONSTITUTE ADEQUATE LANDSCAPING.



## PLANT SCHEDULE

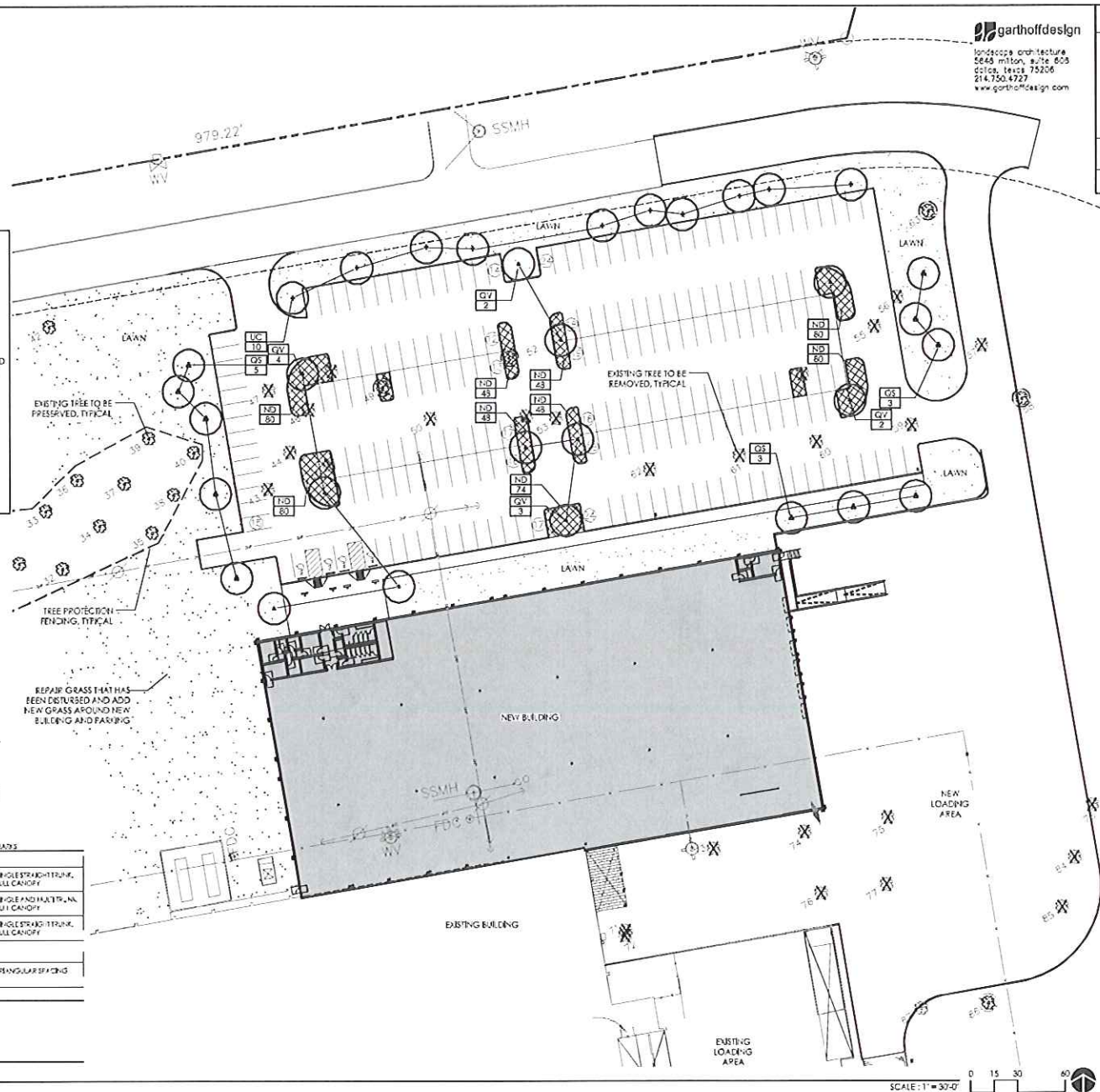
| QUANT.                            | \$/HA | BOTANICAL NAME<br>COMMON NAME                       | HGT.<br>CAL | FIBR.<br>FIBER | FEED<br>SPEED | CODING<br>CODE | STARCH    | REMARKS                               |
|-----------------------------------|-------|-----------------------------------------------------|-------------|----------------|---------------|----------------|-----------|---------------------------------------|
| <b>TREE</b>                       |       |                                                     |             |                |               |                |           |                                       |
| 1*                                | 077   | QUEPASA-SHAWIN<br>SHAWIN PEGUAM                     | 4'          | 18 S           | S             | 65 CAL         | PER PLAN  | INGLESTRAIGHT TRUNK,<br>FULL CANOPY   |
| 1*                                | 077   | QUEPASA-VIRGATUM<br>PEGUAM                          | 4'          | 15 S           | S             | 65 CAL         | PER PLAN  | SINGLE AND MULTITRUNK,<br>FULL CANOPY |
| 12                                | 036   | WUSSA-CASAPEN<br>CASAPEN                            | 4'          | 15 S           | S             | 65 CAL         | PER PLAN  | INGLESTRAIGHT TRUNK,<br>FULL CANOPY   |
| <b>SHRUB / CRUAENTA - GRASSES</b> |       |                                                     |             |                |               |                |           |                                       |
| 584                               | 141   | NANGOMA-DAGUECA<br>DAGUECA / LAFUSCOUR DASE NANGOMA | N°          | 12"            | 15"           | 3 GAL          | 30 C.O.C. | TRIANGULAR SPACING                    |

LAWN

 CYNODON DACTYLON/  
COMMON BERMUDA

 SOLID SOD AREAS DESIGNATED ON PLANS

A SITE  
PLAN



 **garthoffdesign**  
landscape architecture  
5845 milton, suite 603  
dallas, texas 75206  
214.750.4727  
[www.garthoffdesign.com](http://www.garthoffdesign.com)

|  |           |                                                                                                                                                              |
|--|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Revisions | Hart, Gaugler<br>& Associates, Inc.<br>Civil & Structural Engineering<br>12801 N. Central Expressway,<br>Dallas, TX 75243<br>972-236-5111 972-236-5055 (Fax) |
|--|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

 $\overline{\overline{\text{HGA}}}^\circ$ 

EMERSON PROCESS  
MANAGEMENT EXPANSION  
SHERMAN, TEXAS

LANDSCAPE PLAN

|              |             |
|--------------|-------------|
| Scale:       | AS 3000 N   |
| Designed by: | WPA         |
| Drawn by:    | WPA         |
| Checked by:  | WPA         |
| Date:        | 24 JUL 2011 |

S10-2.1

L1.1



**Planning & Zoning Commission and Board of  
Adjustments**

**Agenda Item No. 17.**

**Meeting Date:** 07/16/2013

**Prepared by:** Patsy Reeves, Developmental Services Admin Secretary

**Approved by:** Scott Shadden, Director of Development Services

**Commissioners:** Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Brad Morgan, Commissioner

Ron Barton, Commissioner

Ryan Michael Kreck, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Andrew Olmstead, Commissioner

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**Requested Action/Proposed Use:**

**4725 U.S. HIGHWAY 75 SOUTH**

The request of Fisher Controls International Inc. (Owners), Fisher Controls (Tenant), Corgan Associates Inc. (Architect) and John Blacker, Hart, Gaugler & Associates, Inc. (Engineer) concerning the property at 4725 U.S. Highway 75 South, being 33 acres in the Sherod Dunman Survey, Abstract No. 329 and in Tract 1 of Blalock Industrial Park, as follows:

***Planning and Zoning Commission***

Site plan approval to Ordinance No. 2252 Article IV, Section 410 (2) (j) for the construction of a warehouse and parking lot addition for Fisher Controls in the Blalock Industrial Park.

**Background:**

The property is located at 4725 U.S. Highway 75 South in the Blalock Industrial Park; Fisher Controls is the tenant. Due to continued growth, Fisher Controls would like to expand its current warehouse operations with a new 53,000 square foot building addition, including four (4) new truck bays to facilitate the receiving, manufacturing and shipping of industrial mechanical valves. The new addition will expand the current footprint of the existing building to the north and will match the existing finish on the building. There will also be a new parking lot to offset the new addition.

**Adjacent Zoning:**

Blalock Industrial Park and M-1 (Light Manufacturing) District

**Origination:**

Fisher Controls International Inc. (Owners), Fisher Controls (Tenant), and, Corgan Associates Inc. (Architect) and John Blacker, Hart, Gaugler & Associates, Inc. (Engineer)

**Master Plan Designation:**

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

**Number of notices mailed:**

39

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Photo

Narrative

Site Plan

Landscape Plan

Elevations

Staff Review Letter

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**STAFF REVIEW LETTER**

July 11, 2013

Fisher Controls  
Alan McKelva  
4725 U.S. Highway 75 South  
Sherman, TX 75090

Corgan Associates, Inc.  
401 North Houston St.  
Dallas, TX 75202

Hart, Gaugler & Associates, Inc.  
John D. Blacker  
12801 N. Central Expressway  
Dallas, TX 75243

Dear Applicants:

The request for site plan approval for the construction of a warehouse and parking lot addition for Fisher Controls in the Blalock Industrial Park at 4725 U.S. Highway 75 South is scheduled to be heard by the Planning and Zoning Board on July 16, 2013 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

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

Zoning

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. 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:

4. Detention in accordance with City criteria 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

Jamie Baggs, Fire Marshal  
Brandon Shelby, City Attorney  
Lisa Whitfield, Engineering & Development Coordinator



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. H. 1.**

**Meeting Date:** 08/05/2013

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** George Olson, City Manager

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**Caption:**

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

(a) Texoma Community Center (formerly MHMR Services of Texoma) Board of Directors (1)

**Issue:**

To appoint a Sherman representative to the Board of Directors for the Texoma Community Center, formerly the MHMR Services of Texoma. Dr. Tom Nuckols has been serving in Place 3 as the City's representative. Dr. Nuckols is eligible and does wish to be reappointed to this Board. Term limits do not apply to this Board.

**Background:**

The City of Sherman has one permanent appointment, Place 9, to the Board of Directors. Two other appointments, Place 3 and Place 5, rotate with Grayson County and the City of Denison.

**Origination:**

This agenda item originated with the Texoma Community Center.

**Financial Consideration:**

There is no financial consideration to the City.

**Staff Recommendation:**

It is recommended that the City Council consider an appointment to the Texoma Community Center Board of Directors.

**Alternatives:**

The alternative is to delay appointment of a member.



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### **Attachments**

Roster

Fact Sheet

Letter

Applicant List

Tom Nuckols Application

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# MEMBERSHIP ROSTER

**TEXOMA COMMUNITY CENTER**  
**FORMERLY MHMR SERVICES OF TEXOMA**  
**BOARD OF DIRECTORS**

**LENGTH OF TERMS: TWO YEARS**  
**Term Limit Not Applicable**

| MEMBER               | DISTRICT | TERM<br>BEGINS                                           | TERM<br>EXPIRES                                               | TERMS            | MEMBERSHIP<br>REQUIREMENTS                                                       |
|----------------------|----------|----------------------------------------------------------|---------------------------------------------------------------|------------------|----------------------------------------------------------------------------------|
| Kenneth Karl         |          |                                                          | 8/31/2013                                                     |                  | Place 1-Fannin County                                                            |
| Rev. Mark Loewen     |          |                                                          | 8/31/2013                                                     |                  | Place 2-Gainesville                                                              |
| Thomas W. Nuckols*   |          |                                                          | 8/31/2005<br>8/31/2007<br>8/31/2009<br>8/31/2011<br>8/31/2013 |                  | Place 3-Sherman (rotated to Sherman 8/31/2011; Sherman will appoint in 2013 too) |
| Phyllis James        |          |                                                          | 8/31/2013                                                     |                  | Place 4-Grayson County                                                           |
| Billy Hamilton       |          |                                                          | 8/31/2014                                                     |                  | Place 5-Grayson County                                                           |
| Mary-k Ashley Wilson |          |                                                          | 8/31/2014                                                     |                  | Place 6-Bonham                                                                   |
| Paula Roberts        |          |                                                          | 8/31/2014                                                     |                  | Place 7-Cooke County                                                             |
| Ed Harris            |          |                                                          | 8/31/2014                                                     |                  | Place 8-Denison                                                                  |
| Margie Morris***     | 4        | A 8/31/2006<br>R 8/31/2008<br>R 8/31/2010<br>R 8/31/2012 | 8/31/2008<br>8/31/2010<br>8/31/2012<br>8/31/2014              | 1<br>2<br>3<br>4 | Place 9 (Permanent Sherman Position)                                             |

**NOTE:** \* Place 3 rotates with Grayson County and City of Denison  
 \*\* Place 5 rotates with Grayson County and City of Denison  
 \*\*\* Place 9 is a permanent Sherman position

**Attorney for the Board**  
**Ms. Tonie Hynds**  
**500 Sam Rayburn, Ste 200**  
**Sherman, Texas 75090**

**Board**  
**Virginia Hollensed**  
**MHMR**  
**P.O. Box 1087**  
**Sherman, Texas 75091**

(903) 957-4700

**CITY STAFF:**  
**Revised 6/17/2013**

## FACT SHEET

**TEXOMA COMMUNITY CENTER**  
**FORMERLY MHMR SERVICES OF TEXOMA (A REGIONAL BOARD)**

Established by CITY COUNCIL – JULY 22, 1974

1. Number of Members: ONE PERMANENT POSITION – PLACE 9; PLACE 3 AND PLACE 5 ROTATES WITH GRAYSON COUNTY
2. Term of Appointment: TWO YEARS
3. Consecutive Term Rule: NOT APPLICABLE
4. Qualifications for Membership: INTEREST IN MENTAL HEALTH/MENTAL RETARDATION
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON   E   VICE CHAIRPERSON   E   SECRETARY           

ELECTED   E   APPOINTED     

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: SET BY CHAIRPERSON
9. Attendance Requirements: NOT SPECIFIED

=====

**RESPONSIBILITIES:**

To operate a regional mental health and mental retardation center.

**FUNCTIONS:**

To provide Executive Director of Mental Health/Mental Retardation Center with policy guidance.

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# Texoma Community Center

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FORMERLY MHMR SERVICES OF TEXOMA

June 14, 2013

The Honorable Cary Wacker  
City of Sherman  
P. O. Box 1106  
Sherman, Texas 75090



Dear Mayor Wacker:

As you may be aware, the City of Sherman appoints board members to the Texoma Community Center board as a part of its responsibility as one of our establishing governments and partners in the delivery of services to persons with severe mental illness and mental retardation. It is time for the City of Sherman to again appoint a member for a new two year term that will begin September 1, 2013. Dr. Thomas Nuckols has been serving in this position (Place #3) since September, 2003 as a City of Sherman representative. He has indicated a willingness to serve another term for the City of Sherman if re-appointed.

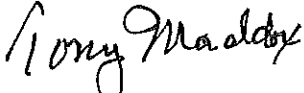
For your information, Dr. Nuckols has served your communicenter for the last two years often as an officer of the Board. His Commitment to the Center and the people it serves has gone well beyond simple attendance at Board meetings. He has excellent attendance at the meetings.

State regulations require that persons interested in serving on community mental health and mental retardation center boards file an application. I have enclosed a copy of an application you may choose to use for applicants. You are also free to devise your own application form if you choose. Our center will take responsibility for placing an announcement of this board pending appointment in the local newspaper, and has posted the announcement at our administrative offices. Although not required, we ask that you make a public posting of the accompanying notice (or a facsimile that includes the relevant information). State regulations also require that we actively seek representation from consumers or family members of the types of services offered by the center, as well as membership that is reflective of the cultural demographics of our service area.

Your consideration of this requirement will be sincerely appreciated.

Thank you for your continued support. Please do not hesitate to contact me should you desire additional information regarding the application process.

Sincerely,

A handwritten signature in cursive script that reads "Tony Maddox".

Tony Maddox  
Executive Director

cc: L. George Olson, City Manager  
Dr. Thomas Nuckols, Board Member



## REQUEST FOR BOARD APPLICANTS

The City of Sherman will be appointing members to the Board of Trustees for Texoma Community Center for two year terms beginning September 1, 2013. Board members are eligible to serve consecutive re-appointment terms. Persons residing in the City of Sherman who are interested in serving on this important board should request an application from:

Executive Director  
Texoma Community Center  
P. O. Box 1087  
Sherman, TX 75091  
Telephone #: (903) 957-4867

or

### Mayor's Office:

Mayor Cary Wacker  
P. O. Box 1106  
Sherman, Texas 75090  
Telephone #: (903) 892-4545

### City Manager's Office:

George Olson  
City of Sherman  
P. O. Box 1106  
Sherman, TX 75090  
Telephone #: (903) 892-4545

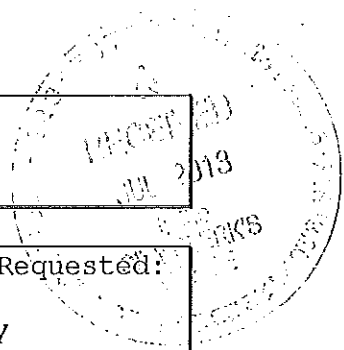
Texoma Community Center actively seeks trustee representation from consumers or family members of the types of services offered by the center. The center also seeks membership that is reflective of the cultural demographics of its service area.

**APPLICANT LIST**  
**TEXOMA COMMUNITY CENTER**  
**formerly the MHMR Services of Texoma Board**

| <b>Applicant</b> | <b>Address</b>        | <b>District</b> | <b>Qualifications</b>                    |
|------------------|-----------------------|-----------------|------------------------------------------|
| Dr. Tom Nuckols  | 2341 Canyon Creek Dr. | 1               | Current Member; Wishes to be Reappointed |

COMMENTS:

MHMR SERVICES OF TEXOMA  
BOARD OF TRUSTEES  
APPLICATION FOR APPOINTMENT



Local Government (County or City) from which Appointment is Requested:

Cooke County  
City of Bonham  
City of Sherman

Fannin County  
City of Denison

Grayson County  
City of Gainesville

FULL NAME:

Thomas W. Nuckols, Ph.D.

ADDRESS:

2341 Canyon Creek Drive  
Sherman, TX 75092

TELEPHONE:

903 893 5225  
(AREA CODE HOME)

903 436 1903  
(AREA CODE BUSINESS)

The appointing agencies must attempt to reflect the ethnic diversity of the area served by the community center. (Article 5547-3.01 (a) Vernon's Texas Civil Statutes). A Voluntary Statement of your ethnic identity would be appreciated:

Anglo

Are you a qualified voter residing in the area served by the local government from which you are requesting appointment? ☒ yes ☐ no

The center desires board representation from consumers or family members who participate in the types of services provided by the center. Does this apply to you? ☒ yes ☐ no

Do you agree to a personal goal of attending 75% or more of all Board of Trustees meetings? ☒ yes ☐ no

Are you interested in an orientation to responsibilities of a board member prior to your appointment? ☐ yes ☒ no

I have served many years & have attended presentations at state conferences

Are you able to attend a four (4) hour New Trustees Orientation before the first meeting? ☒ yes ☐ no

QUALIFICATIONS/APPLICABLE EXPERIENCE:

I have training and experience as a Naval Officer (Aviator, Legal Officer, Chaplain), Entrepreneur (real estate), and Austin College Professor. I have served many years as a trustee, generally as an officer. I have attended many conferences and done the work of the Center and can contribute perspectives in the challenging transition facing the Center.

COMMUNITY INVOLVEMENT:

I have been very active in many facets of the community, including colleges, church, politics, health care, real estate, Rotary & other associations. I am a director/trustee in three associations.

OCCUPATION:

I am Professor, Emeritus, of Religion at Austin College. As I noted above, I have had several very diverse careers.

EDUCATION:

Burleson, TX H.S.; Tulane University B.A.; Aviation, U.S.N.; School of Naval Justice, U.S.N.; Southern Baptist Theological Seminary, B.D.; Duke University, Ph.D.; Naval Chaplain's School

REASON FOR APPLYING:

I have served many years as trustee and believe I can make a contribution during the challenging transition facing the Center. I would leave the Board after this two year term.

Thomas W. Juchok

Signature

7/7/13

Date



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. H. 2.**

**Meeting Date:** 08/05/2013

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** George Olson, City Manager

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**Caption:**

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

(a) Substandard Structure Commission (4)

**Issue:**

On May 20, 2013, City Attorney Brandon Shelby outlined a proposed substandard structure ordinance for consideration by the City Council. If approved, the ordinance would establish a Substandard Structure Commission for the "express purpose of providing for the final interpretation and implementation" of the provisions of the ordinance. Mayor Wacker has asked that this item be placed on the City Council's agenda for discussion and possible appointment of members. We currently have applications from Kyle Boothe, Walcott Black, and Steven Glenn Ingram.

The proposed ordinance states that the Commission shall consist of three members and two alternates who are not employees of the jurisdiction having authority and shall be appointed by the Council. The composition of the Commission shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air-conditioning, construction or housing industry. One appointment has been made to the Commission.

**Background:**

In the past, the City Council has considered a proposed ordinance that would regulate substandard structures. A part of that proposed ordinance is a Substandard Structure Commission.

**Origination:**

This agenda item originated with Mayor Cary Wacker.

**Financial Consideration:**

There is no financial consideration to the City.

**Staff Recommendation:**

The staff's recommendation is to include this agenda item so the City Council can discuss the Substandard Structure Commission and make any appointments necessary. It is also recommended that the Council choose who will serve as the three regular members and who will serve as the two alternate members.



**Alternatives:**

The Council could choose not to discuss the Substandard Structure Commission.

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**Attachments**

Proposed Substandard Structure Ordinance

Roster

Applicant List

Kyle Boothe Application

Walcott Black Application

Steven Glenn Ingram Application

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**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.06, ENTITLED "HOUSING CODE", DIVISION 2, ENTITLED "DANGEROUS BUILDINGS", AT SECTIONS 3.06.011 THROUGH 3.06.022; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That, from and after the passage of this ordinance, Chapter 3, Article 3.06, be and is hereby amended at Division 2, Sections 3.06.011 through 3.06.022, so that such sections shall read as follows:

**Sec. 3.06.011   ~~Standard Unsafe Building Code Board of Adjustments and Appeals~~  
*Substandard Structure Commission***

(a) A ~~Standard Unsafe Building Code Board of Adjustments and Appeals~~. ("Board *Substandard Structure Commission*". ("Commission") is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this Article. The ~~Board~~*Commission* shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the Council. The composition of the Board shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air-conditioning, construction or housing industry.

(b) Two (2) members of the ~~board~~*commission* shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.

**Sec. 3.06.012   ~~Abatement of Dangerous Buildings~~*Substandard Structures***

(a) It shall be unlawful for any owner; ~~occupant~~, or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.

(b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be ~~abated by vacation, relocation of occupants,~~*subject to abatement by* repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the ~~Board~~*Commission* in accordance with the procedures specified in this article.

**Sec. 3.06.013 Minimum Standards**

(a) A building is considered not to meet the minimum standards of the City of Sherman ~~for continued use and occupancy of a building~~, regardless of its date of construction, under any of the following conditions:

(1) Any building that is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety and welfare; including, but not limited to:

(A) any building with roof, ceiling, floors, walls, sills, windows, or foundation or any combination thereof rotted or decayed, and falling apart; or that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, ~~old age~~, or the elements;

(B) ~~Any building intended for human occupancy that is in danger of falling and injuring persons or property;~~ *any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the premises;*

(C) any building that is a fire ~~menace~~ *hazard* because it is in a dilapidated condition, as described in (A) and (B) above or that is likely to become a fire ~~menace~~ *hazard* or be set on fire;

(D) any building that is in unsanitary condition and is likely to create disease because of the presence of insects, rodents or vermin;

(E) any building that is damp and in unsanitary condition and is likely to create disease and sickness because of being in the condition in (A), (B), (C) or (D) above, or for other reasons;

(F) *any building that because of any physical condition, use or occupancy of any premises or its appurtenances would be considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, swimming pools and unsafe fences or structures;*

(G) *any building that because of the state of disrepair is such that it could reasonably cause injury, damage, or harm to a considerable portion of the community in the use and enjoyment of property, materially interfering with the proper use or comfort and enjoyment of surrounding property, taking into consideration the nature and use of the properties in the area and the character of the community in which they are situated, which condition would be substantially offensive and annoying to persons of ordinary sensibilities living in the community.*

(2) Any building that is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by vagrants, other uninvited persons or children regardless of its structural condition.

(3) Any building that is boarded up, fenced or secured if:

(A) the building constitutes a danger to the public even though secured from entry; or

(B) the means used to secure the building are inadequate to prevent unauthorized entry or use of the building.

#### **Sec. 3.06.014 Inspection and Notice of Abatement**

(a) The city manager shall designate an appropriate official ("*building official*") of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.

(b) After completing the inspection, the inspecting official shall determine if the building is a ~~dangerous building~~ *substandard structure*.

(c) After an initial determination that a building is a ~~dangerous building~~ *substandard structure*, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.

(d) The inspecting official shall also notify the owner of record of the building, *by certified mail, return receipt requested*, that the building is ~~dangerous~~ *a substandard structure* and that the owner must ~~vacate and/or~~ repair, demolish, or remove the building for the good of the public health, safety and welfare.

(e) *The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official will cause a hearing to be held with the Substandard Structure Commission in accordance with this Article.*

(f) A notice shall be posted on the dangerous building as follows:

**"THIS BUILDING IS DANGEROUS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.**

CONTACT \_\_\_\_\_ AT \_\_\_\_\_ FOR FURTHER INFORMATION.

DATE: \_\_\_\_\_”

**Sec. 3.06.015. Commission's Order to Abate**

(a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

(1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.

(2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this Chapter.

(3) A statement of the action recommended to be taken, as determined by the building official as follows:

(A) if the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.

(B) if the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.

(4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the commission the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.

(5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this Article

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners, lienholders, or mortgagees for the commission to consider or determine whether a



*structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10<sup>th</sup>) day before the date of the hearing. The notice of hearing shall contain:*

- (1) The name and address of the owner of the affected property, if known;*
- (2) A legal description of the property, as well as the physical address;*
- (3) A description of the hearing;*
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;*
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and*
- (6) statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work.*

*(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner, lessor, lienholder, and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)—(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:*

- (1) County real property records of the county in which the building is located;*
- (2) Appraisal district records of the appraisal district in which the building is located;*
- (3) Records of the secretary of state;*

- (4) *Assumed name records of the county in which the building is located;*
- (5) *City tax records; and*
- (6) *City utility records.*

(e) *Filing of notice and administrative order at the county.* *A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.*

(f) *Meeting/public hearing.* *During an officially convened meeting, the commission shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the commission shall deliberate on the case in open session. The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.*

(1) *After the meeting, if a building is found in violation of the standards set forth herein, the commission may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time as provided herein. The commission reserves the right to determine what is a reasonable amount of time to perform the ordered work.*

(2) *The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:*

(A) *secure the building from unauthorized entry or use; or*

(B) *repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.*

*If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall*

*establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.*

*(3) The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:*

*(A) submits a detailed plan and time schedule for the work at the hearing; and*

*(B) establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.*

*If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.*

*(g) Post meeting procedure. The secretary for the commission shall, within ten (10) days after the date the order is issued:*

*(1) File a copy of the order in the office of the city clerk;*

*(2) Publish in a newspaper of general circulation in the city a notice containing:*

*(A) the street address or legal description of the property;*

*(B) the date of the hearing;*

*(C) a brief statement indicating the results of the order; and*

*(D) instructions stating where a complete copy of the order may be obtained; and*

*(3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner, any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.*

### ***Sec. 3.06.016 Enforcement***

*(a) Criminal.*

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who fails to adhere to an order issued by the Commission under this code, commits a Class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$250.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by order of the commission, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the commission, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

(A) the property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and

(B) after notification, the property owner committed an act in violation of this code or failed to take an action necessary for compliance with this code.

(4) A determination by the commission which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the City must file in the district clerk's office in which the municipality and property is located, a certified copy of the order of the commission establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

(c) *Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this Article.*

***Sec. 3.06.017 Authority to Secure ~~Building~~ Unoccupied, Unsecured, Substandard, Open Buildings and Structures***

(a) ~~The city may secure a building that it determines does not meet the minimum standards and is unoccupied or occupied only by persons who do not have a right to possess the building.~~ Purpose. *The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this Article.*

(b) Definitions.

(1) *An unsecured structure is hereby defined to be any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.*

(2) *An unoccupied structure is hereby defined to be any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.*

(c) City may secure.

(1) *The building official may secure a building that:*

(A) *violates the standards of this code; and*

(B) *is an unsecured structure.*

(2) *This authority is in addition to that regarding substandard structures.*

(d) Notice.

~~(b) Before the 11th day after the date the building is secured, the city shall give notice to the owner of record by:~~ (1) *Before the eleventh (11<sup>th</sup>) day after the date the building is secured, the building official shall give notice to the owner of record by:*

(1) (A) *personally serving the owner with written notice; or*



~~(2) (B) depositing~~ *sending a copy of the notice in the United States mail by certified mail, return receipt requested, and an optional copy by regular mail, addressed to the owner at the owner's last known post office or physical address; or*

~~(3) (C) publishing the notice at least twice within a ten (10) day period in a the city's official newspaper of general circulation in Grayson County~~ *if personal service cannot be obtained and the owner's post office or physical address is unknown; or*

~~(4) (D) posting the notice on or near the front door of the building if personal service cannot be obtained and or the owner's post office or physical address is unknown.~~

~~(e) The notice shall contain an identification of the building and the property on which it is located, a description of the existing violation(s) of the minimum standards, and a statement that the municipality will secure or has secured the building.~~

~~(d) The notice shall also state that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended~~

*(2) The notice must contain the following:*

*(A) an identification, which is not required to be a legal description, of the building and the property on which it is located;*

*(B) a description of the violation of this code that is present at the building;*

*(C) a statement that the city will secure or has secured, as the case may be, the building; and*

*(D) a statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended*

*(3) The city shall conduct a hearing before the commission at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if, within thirty (30) days after the date the city secures the building, the owner files with the secretary for the commission, or the city secretary, a written request for the hearing. The city shall conduct the hearing within twenty (20) days after the date the request is filed.*

### **~~Sec. 3.06.016 — Notice of Public Hearing~~**

~~(a) If the owner does not reply or take action within fifteen (15) days from the date the notice was mailed, the inspecting official shall request that the Standard Unsafe Building Code Board~~

~~of Adjustments and Appeals (the "Board" herein) hold a public hearing to determine whether the building complies with the minimum standards set forth in this article. The Board shall then order a public hearing.~~

~~(b) When the Board orders a public hearing, the city shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the building and the underlying property.~~

~~(c) The city shall notify each owner, lienholder, or mortgagee by personal delivery or by certified mail, return receipt requested, and notify any unknown owners by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable, that the Board will hold a public hearing in reference to the building and that the interested party may appear at the public hearing, be heard, and present evidence in reference to the condition of the building.~~

~~(d) The notice shall further advise the owner, lienholder, or mortgagee or unknown owner that it will have the burden of proof at such hearing and will be required to submit at the hearing proof of the scope of any work that may be required to make the building comply with the ordinance and the amount of time it will take to reasonably perform the work.~~

~~(e) The city may also file a notice of the public hearing in the official public records of real property in Grayson County. The notice must contain the name and address of the owner of the property (if it can be determined from a reasonable search of county records), a legal description of the affected property and a description of the hearing.~~

#### **Sec. 3.06.017 — Order to Abate**

~~(a) If the Board finds at the public hearing that the building is in violation of the minimum standards, the Board shall require the owner, lienholder, or mortgagee to complete the following within thirty (30) days:~~

~~(1) secure the building from unauthorized entry;~~

~~(2) repair, demolish or remove the building unless the lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

~~(b) If the Board finds at the public hearing that the building is in violation of the minimum standard and the building is occupied, the Board may order the relocation of the occupants within a reasonable time.~~

~~(c) The city shall promptly serve by personal delivery or by certified mail, return receipt requested, a copy of any order issued pursuant to subsection (a) of this section, to the owner of record of the building and to any lienholder or mortgagee along with a notice containing:~~

~~(1) an identification of the building and the property on which it is located;~~

~~(2) — a description of the violation(s) of the minimum standards; and~~

~~(3) — a statement that the municipality will secure, vacate, repair, remove or demolish the building if the ordered action is not taken by the owner within a reasonable time.~~

~~(d) — The order shall allow the owner thirty (30) days to complete the ordered action, unless the Board determines from the evidence presented at the public hearing that additional time is required. If the Board allows more than thirty (30) days to repair, remove or demolish the building, it shall establish specific time schedules for the commencement and performance of the work and require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry until the work is completed.~~

~~(e) — The order shall also state that any lienholders or mortgagees of the building and/or the underlying property shall have an additional thirty (30) days to complete the ordered action if the owner fails to comply within the time allotted in subsection (c) above.~~

~~(f) — The Board may not allow the owner, lienholder or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove or demolish the building unless the requirements of Texas Local Government Code section 214.001(j) and section 214.001(k), as amended, are met.~~

#### **Sec. 3.06.018 — Filing and Publication of Order**

~~Within ten (10) days following the date that an order is issued, the city shall:~~

~~(1) — file a copy of the order in the office of the city clerk of the City of Sherman; and~~

~~(2) — publish in a newspaper of general circulation in the City of Sherman a notice containing the following:~~

~~(A) — the street address or legal description of the property;~~

~~(B) — the date the hearing was held;~~

~~(C) — a brief statement indicating the results of the order; and~~

~~(D) — instructions stating where a complete copy of the order may be obtained.~~

#### **Sec. 3.06.0198 Appeals**

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order of the ~~Board~~Commission under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

#### **Sec. 3.06.020 — Penalty**

~~Any person convicted of violating any provision of this division shall be guilty of a Class C misdemeanor and shall be subject to a fine in accordance with the general penalty provision found in section 1.01.009 of this code. Each day or fraction of a day such violation continues shall constitute a separate offense.~~

**Sec. 3.06.019 Abatement by City and Liens**

*(a) If an owner or other interested party does not take the action required by an order issued pursuant to this Article within the time specified and has not filed a timely appeal in accordance with this Article and the Texas Local Government Code section 214.0012 the city may take the appropriate action at its expense at the direction of the City Council in accordance with the laws of the State of Texas.*

*(b) Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the building stands or stood. The city will have a privileged lien upon filing same in the official public records of the Grayson County Clerk subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.*

**Sec. 3.06.020 Receiver**

*The city may bring an action in district court against an owner of residential property that is not in substantial compliance with the minimum standards and request the appointment of a receiver for purposes of rehabilitating the property in accordance with Texas Local Government Code section 214.003, as amended*

**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 a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

**SECTION 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 of 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 meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



# MEMBERSHIP ROSTER

## SUBSTANDARD STRUCTURE COMMISSION

## LENGTH OF TERMS: ?

| MEMBER        | DISTRICT | TERM<br>BEGINS | TERM<br>EXPIRES | TERMS | MEMBERSHIP<br>REQUIREMENTS |
|---------------|----------|----------------|-----------------|-------|----------------------------|
| Jared Tredway | 4        |                |                 | 1     | architect                  |
|               |          |                |                 |       |                            |
|               |          |                |                 |       |                            |
|               |          |                |                 |       | Alternate                  |
|               |          |                |                 |       | Alternate                  |

- Commission consists of three members and two alternates who are not employees of the jurisdiction having authority.
- Composition of the Commission shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air conditioning, construction or housing industry.
- Two members shall constitute a quorum.
- In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required.

**APPLICANT LIST**  
**SUBSTAND STRUCTURE COMMISSION**  
**BOARD OF DIRECTORS**

**Positions Vacant**   4  

| <b>Applicant</b>    | <b>Address</b>     | <b>District</b> | <b>Qualifications</b> |
|---------------------|--------------------|-----------------|-----------------------|
| Kyle Boothe         | 2414 Westhaven Ct. | 1               | General Contractor    |
| Walcott Black       | 905 Crestview      | 1               | Appraiser             |
| Steven Glenn Ingram | 2512 Sherwood      | 1               | Insurance Agent       |

COMMENTS:



# CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



**Return completed application to:**

City Clerk's Office  
220 W. Mulberry  
P.O. Box 1106  
Sherman, TX 75091  
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Thomas Kyle Boothe (Kyle Boothe)  
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board  
or Commission: Substandard Structure Commission

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

**Personal Information**

Home Address: 2414 Westhaven Ct.  
Mailing Address: 2414 Westhaven Ct.  
Telephone: 903-819-1835 Fax: 903-893-2124  
E-Mail: kyleboothe@hotmail.com  
Sherman Resident for 32 years County: Grayson  
Drivers License No.: 17762656  
Voter Registration No.: 1025438566 ✓

**Occupational Information**

Business Name: Bluestone Partners LLC  
Occupation: General Contractor  
Address: 2913 Overland Trail Suite 100  
Telephone: 903-813-1415 Fax: 903-893-2124  
E-Mail: kyleboothe@bluestone.ws

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)  
Bluestone Partners LLC since 2002

**Educational Achievement:**

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? \_\_\_\_\_  
Business College, Correspondence School, Adult Education, Other? \_\_\_\_\_  
Name of College/University: Texas A&M University ☒ Bachelor's ☐ Master's ☐ PhD

**Volunteer Work: (please include dates)**

Legacy Bible Church since 2005  
The Rehabilitation Center in 2011  
TSA soccer coach 2012

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 plan to use my knowledge of construction practices to make decisions on potentially substandard structures 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) Appearance of the community - Substandard structures in our community need to be held to a higher standard.

2) Fairness towards property owners - Potentially managing property owner's expectations.

3) Strong leadership - Offer strong, fair leadership to address this tough issue.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Licensed Real Estate Broker, Investment Advisor, Construction/Development experience

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: \_\_\_\_\_

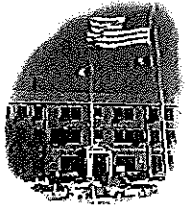
#### **Statement of Intent**

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.

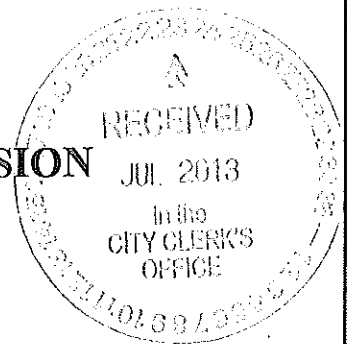
Signature: Kyle Boothe Date: 7-17-13

*In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.*

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.



**CITY OF SHERMAN**  
**APPLICATION FOR BOARD OR COMMISSION**  
**MEMBERSHIP**



Return completed application to:

City Clerk's Office  
220 W. Mulberry  
P.O. Box 1106  
Sherman, TX 75091  
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: WALCOTT BLACK  
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: SUBSTANDARD STRUCTURES COMMISSION

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

| Personal Information                                       | Occupational Information               |
|------------------------------------------------------------|----------------------------------------|
| Home Address: <u>905 Crestview</u>                         | Business Name: <u>WALCOTT C. BLACK</u> |
| Mailing Address: <u>SHERMAN</u>                            | Occupation: <u>APPRAISER SPA</u>       |
| Telephone: <u>843 7998</u> Fax: <u>892 9864</u>            | Address: <u>314 CAN WALNUT ST</u>      |
| E-Mail: <u>greencren49@verizon</u>                         | Telephone: _____ Fax: _____            |
| Sherman Resident for <u>40</u> years County <u>Grayson</u> | E-Mail: _____                          |
| Drivers License No.: <u>04137669</u>                       |                                        |
| Voter Registration No.: <u>21024871774</u> ✓               |                                        |

Which Council District do you live in? (see attached map) 1 ✓

Prior work experience: (please include dates)  
BANK - PARIS TX 1970-1971  
SHERMAN SAVINGS + LOAN 1973-1981  
SELF EMP 1981

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1970  
Business College, Correspondence School, Adult Education, Other? \_\_\_\_\_  
Name of College/University: Austin College ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.  
\_\_\_\_\_  
\_\_\_\_\_

Application held for 12 months from date received

Taxes - No



Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? \_\_\_\_\_

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

PLUVER ASK ME

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) OLD, VACANT HOMES in many neigb LHOUS

FAZZ

2)

Clean up Sherman

3)

Clean up Sherman

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

REAL ESTATE APPRAISAL

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:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments:

DAVID PLUVER

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature:

DAVID PLUVER

Date:

7-19-2013

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman  
CLASSIC TOWN. BROAD HORIZON.



# CITY OF SHERMAN

## APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office  
220 W. Mulberry  
P.O. Box 1106  
Sherman, TX 75091  
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Steven Glenn Ingram  
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: SUBSTANDARD STRUCTURES COMMISSION

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

### Personal Information

Home Address: 2512 Sherwood Dr.  
Mailing Address: 2512 Sherwood Dr.  
Telephone: 903-487-0343 Fax: \_\_\_\_\_  
E-Mail: sgibenefits@gmail.com  
Sherman Resident for 2 years County: Grayson  
Drivers License No.: 01152085  
Voter Registration No.: 1025445647 ✓

### Occupational Information

Business Name: Inspire Insurance Solutions  
Occupation: Licensed Insurance Agent  
Address: 2512 Sherwood Dr.  
Telephone: 972-571-9477 Fax: 972-584-0225  
E-Mail: Singram@inspireis.com

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

See Enclosed - Resume

### Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1980  
Business College, Correspondence School, Adult Education, Other? Yes - North Texas State, Ashford University  
Name of College/University: Ashford University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Habitat for Humanity - Allen/Plano - 2001?  
Various Projects connected to East Sherman Baptist Church and  
North Park Baptist Church 1996 - Present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No



Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? \_\_\_\_\_

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

Contribute to the progress of the city's growth and higher standards for city residents.

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) Safety of Residents by ensuring proper building standards in all structures.

2) Reviewing and Modifying structural standards set by city committees in order to ensure all standards are met.

3) Beautification of the city by removing sub-standard and unsafe buildings. By working with city committees entrusted with oversight.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Licensed Insurance Agent, including Property & Casualty, extensive background in construction and multi-family projects.

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 to my knowledge.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: \_\_\_\_\_

#### Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Steven Ingram Date: 4/25/2013

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.

## STEVEN G. INGRAM

2512 Sherwood Drive | Sherman, TX 75092 | 972.571.9477 | sgibenefits@gmail.com

### SALES & KEY ACCOUNT MANAGER

Successful history of achieving financial targets in highly competitive business environments year after year

Service-driven, solution-focused sales and sales management professional with extensive experience in business development, client relationship management and revenue generation. Proven ability to build lasting relationships, gain trust, and influence buying decisions. Demonstrated track record of delivering sustainable results in revenue, profit and market share growth regardless of market conditions. Known for exceptional communication, presentation, negotiation and problem solving skills coupled with strong business and financial acumen. Impeccable reputation for integrity, work ethic and dedication to excellence.

#### SUMMARY OF KEY STRENGTHS

|                                     |                                      |                              |
|-------------------------------------|--------------------------------------|------------------------------|
| Sales & Marketing Strategies        | New & Existing Business Development  | Sales Cycle Management       |
| Client Relationship Management      | National Key Account Management      | Sales Planning & Forecasting |
| Market & Competitive Analysis       | Market-Based Pricing Strategies      | Presentations & Proposals    |
| Market Expansion / Territory Growth | Contract Negotiation / Deal Closings | New Product Launch           |

#### CAREER HIGHLIGHTS AND ACHIEVEMENTS

##### SALES, MARKETING & NEW BUSINESS DEVELOPMENT / KEY ACCOUNT MANAGEMENT

- **Planned**, organized and executed aggressive sales and marketing strategies to capitalize on business opportunities within assigned market segment. Managed a \$1.2MM sales portfolio; actively built new accounts and increasing the volume and profitability of existing accounts. Developed distribution channels and strengthened partnerships within. Continuously cultivated customer relationships throughout the entire sales life cycle. Led all direct selling activities including prospecting, sales presentations, negotiation and deal closings.
- **Increased** sales 25% within one year by strategically identifying and targeting key accounts with untapped revenue potential; planned, organized and executed effective sales and marketing strategies, expanded territories through cooperative buying groups and successfully grew revenue and market share.
- **Generated** \$800,000 in annual sales in a four-state territory (North Texas, Oklahoma, Arkansas & Louisiana); successfully executed product training seminars, promotional/marketing programs, sales budgets and forecasts, and sales presentations. Kept abreast of market trends and conditions; maintained competitiveness in pricing, and ensured timely product delivery.

##### SOLUTION-FOCUSED, CONSULTATIVE SELLING APPROACH

- **Delivered** comprehensive solutions designed to significantly reduce customers' project costs; enabled customers to save on average 10% which translated into as much as \$75,000 per project. Assisted customers in cost analysis, distribution channels, inventory reduction, just-in-time delivery, and overall budgeting and forecasting.
- **Developed** and assisted with project/job accounting for customers' projects, and formulated an effective Schedule of Values. Advised customers on optimal buying opportunities by supplying them with accurate market analysis; guided customers in making informed decisions that maximized their profitability.
- **Maximized** \$6MM revenue opportunity with commercial customer through analysis of effective distribution channels for reducing costs of inventory by \$120,000 per year; developed and implemented inventory reduction strategies, key market strategies, and cost analyses for customer resulting in strong customer trust and confidence.



## STEVEN G. INGRAM

972.571.9477 | sgibenefits@gmail.com |

Page 2 of 2

### REVENUE & PROFIT ENHANCEMENT

- **Improved** customers' payment cycles by working closely with customers to review and assess account receivables; effective credit management resulted in substantial reduction in past dues, increased cash flow and improvement in the company's bottom line profitability.
- **Captured** \$80,000 in cost savings through accurate assessment of market conditions and capitalizing on these conditions; sound purchasing decisions at the right time contributed to significant improvement in cash flow and profit margins.

### INVENTORY MANAGEMENT / PRICING STRATEGY / CONTRACT NEGOTIATION

- **Instituted** standardization reviews of assigned product categories and centralized purchasing in order to realize inventory cost savings of 23% on purchase contracts. Developed and recommended high potential product programs to management. Negotiated best pricing and oversaw supply contracts to take advantage of price trends and future markets; contributed to the bottom line by generating up to 10% cost savings without compromising product availability and market competitiveness.

### PROFESSIONAL EXPERIENCE

|                                                                                 |              |              |
|---------------------------------------------------------------------------------|--------------|--------------|
| Insphere Insurance Solutions (11/2012 to Present)                               | Sherman, TX  | 2012-Present |
| <b>Licensed Insurance Agent</b>                                                 |              |              |
| Text-Oma Direct (6/2012 to 04/2013)                                             | Sherman, TX  | 2012-2013    |
| <b>Marketing Advocate</b>                                                       |              |              |
| Texas Farm Bureau Insurance Company (1/2012 to 6/2012)                          | Sherman, TX. | 2012         |
| <b>Licensed Insurance Agent</b>                                                 |              |              |
| FOXWORTH-GALBRAITH                                                              | Dallas, TX   | 1995 – 2011  |
| A regional supplier of building materials and integrated construction solutions |              |              |
| <b>Commercial Sales Representative</b> (2010 – 2011)                            |              |              |
| <b>Account Executive / General Manager</b> (1995 – 2009)                        |              |              |
| L&R MARKETING                                                                   | Garland, TX  | 1992 – 1995  |
| A wholesale supplier of electrical distribution equipment                       |              |              |
| <b>Independent Sales Representative</b>                                         |              |              |
| FOXWORTH-GALBRAITH                                                              | Dallas, TX   | 1982 – 1992  |
| A regional supplier of building materials and integrated construction solutions |              |              |
| <b>Purchasing Agent / Buyer</b>                                                 |              |              |

### EDUCATION

BA – Business Administration - Ashford University – Clinton, IA  
Studied Business and Marketing-North Texas State University – Denton, TX





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**Agenda Item No. K.**

**Meeting Date:** 08/05/2013

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** George Olson, City Manager

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**Caption:**

**COUNCIL CALENDAR**

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**Attachments**

**2013 Council Calendar**

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# 2013

| JANUARY |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    | 1  | 2  | 3  | 4  | 5  |
| 6       | 7  | 8  | 9  | 10 | 11 | 12 |
| 13      | 14 | 15 | 16 | 17 | 18 | 19 |
| 20      | 21 | 22 | 23 | 24 | 25 | 26 |
| 27      | 28 | 29 | 30 | 31 |    |    |
|         |    |    |    |    |    |    |

| FEBRUARY |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 |    |    |
|          |    |    |    |    |    |    |

| MARCH |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    | 1  | 2  |
| 3     | 4  | 5  | 6  | 7  | 8  | 9  |
| 10    | 11 | 12 | 13 | 14 | 15 | 16 |
| 17    | 18 | 19 | 20 | 21 | 22 | 23 |
| 24    | 25 | 26 | 27 | 28 | 29 | 30 |
| 31    |    |    |    |    |    |    |

| APRIL |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       | 1  | 2  | 3  | 4  | 5  | 6  |
| 7     | 8  | 9  | 10 | 11 | 12 | 13 |
| 14    | 15 | 16 | 17 | 18 | 19 | 20 |
| 21    | 22 | 23 | 24 | 25 | 26 | 27 |
| 28    | 29 | 30 |    |    |    |    |
|       |    |    |    |    |    |    |

| MAY |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    | 1  | 2  | 3  | 4  |
| 5   | 6  | 7  | 8  | 9  | 10 | 11 |
| 12  | 13 | 14 | 15 | 16 | 17 | 18 |
| 19  | 20 | 21 | 22 | 23 | 24 | 25 |
| 26  | 27 | 28 | 29 | 30 | 31 |    |
|     |    |    |    |    |    |    |

| JUNE |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    |    |    | 1  |
| 2    | 3  | 4  | 5  | 6  | 7  | 8  |
| 9    | 10 | 11 | 12 | 13 | 14 | 15 |
| 16   | 17 | 18 | 19 | 20 | 21 | 22 |
| 23   | 24 | 25 | 26 | 27 | 28 | 29 |
| 30   |    |    |    |    |    |    |

| JULY |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      | 1  | 2  | 3  | 4  | 5  | 6  |
| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 | 31 |    |    |    |
|      |    |    |    |    |    |    |

| AUGUST |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    |    |    | 1  | 2  | 3  |
| 4      | 5  | 6  | 7  | 8  | 9  | 10 |
| 11     | 12 | 13 | 14 | 15 | 16 | 17 |
| 18     | 19 | 20 | 21 | 22 | 23 | 24 |
| 25     | 26 | 27 | 28 | 29 | 30 | 31 |
|        |    |    |    |    |    |    |

| SEPTEMBER |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |
|           |    |    |    |    |    |    |

| OCTOBER |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    | 1  | 2  | 3  | 4  | 5  |
| 6       | 7  | 8  | 9  | 10 | 11 | 12 |
| 13      | 14 | 15 | 16 | 17 | 18 | 19 |
| 20      | 21 | 22 | 23 | 24 | 25 | 26 |
| 27      | 28 | 29 | 30 | 31 |    |    |
|         |    |    |    |    |    |    |

| NOVEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 | 29 | 30 |
|          |    |    |    |    |    |    |

| DECEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 | 31 |    |    |    |    |
|          |    |    |    |    |    |    |

|            |                                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------|
| 03/13/2013 | 12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates |
| 04/26/2013 | Called Budget Planning Meeting in Council Chambers                                                    |
| 06/19/2013 | Called Budget Workshop in Council Chambers                                                            |
| 06/20/2013 | Second Day of Budget Workshop Cancelled                                                               |
| 07/01/2013 | Council Meeting Cancelled                                                                             |

|            |                                                                                                                                                                  |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 09/02/2013 | Labor Day/Called Council Meeting on 09/03/2013                                                                                                                   |
| 09/09/2013 | 12 noon Called Joint Meeting with SEDCO Board (also Intro & Adoption of Annexation Ordinance for 63.757 acres at SW Corner of FM 1417/Heritage Parkway & FM 691) |
| 11/05/2013 | Regular Municipal Election (Council Member Districts 1 and 3)                                                                                                    |
|            |                                                                                                                                                                  |
|            |                                                                                                                                                                  |