

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 17, 2007
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY THE HONORABLE WILLIE STEELE, COUNCIL MEMBER](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 3, 2007 AND THE CALLED CITY COUNCIL MEETING OF DECEMBER 11, 2007](#)

Introduction and Public Hearing of Ordinances

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5503](#)
Providing for a Permanent “Stop” Sign at the Intersection of Knollwood Drive and North Creek Drive, Stopping Southbound Traffic on Knollwood Drive within the City Limits of the City of Sherman
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5504](#)
Providing for a Permanent “Fifteen Minute Parking Only” Sign at 115 South Travis Street within the City Limits of the City of Sherman
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5505](#)
Providing for Two (2) Permanent “Fifteen Minute Parking Only” Signs Along the South Side of Houston Street within the City Limits of the City of Sherman
- B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5506](#)
Amending Chapter 6 of the Code of Ordinances, “Health and Sanitation”, Article 6.02, “Food Establishments”, at Section 6.02.003, “Permit Application and Fees”

Close Public Hearing and Consider Adoption of Ordinances

- B.5 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - a) 5503
 - b) 5504
 - c) 5505
 - d) 5506

B.6 [CONSENT AGENDA](#)

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

Resolutions

C.1 [* RESOLUTION NO. 5133](#)

Authorizing Execution of an Interlocal Cooperation Agreement with Grayson County, Texas, for the Grayson County Health Department's Environmental Health Division Related Services

C.2 [RESOLUTION NO. 5134](#)

Authorizing Execution of an Agreement with Bucher, Willis & Ratliff for Professional Engineering Design Services for the Reconstruction of Brockett Street from Travis Street to Grand Avenue

C.3 [RESOLUTION NO. 5135](#)

Authorizing Execution of an Easement into the Street Right-of-Way of Dugan Street in the City of Sherman

C.4 [* RESOLUTION NO. 5136](#)

Authorizing Execution of a Service Agreement with Intermedix Technologies, Inc. Providing for the Billing and Collection of Ambulance Fees

C.5 [* RESOLUTION NO. 5137](#)

Adopting a Permanent Loan Agreement and Interlocal Agreement with the Texoma Council of Governments for a Grant Funded Vehicle

C.6 [* RESOLUTION NO. 5138](#)

Authorizing the Purchase of an Upgrade to the Outdoor Warning Siren System from Federal Signal Corporation

Request to Advertise

D.1 [* REQUEST TO ADVERTISE](#)

Seal Coat Emulsified Asphalt Oil and Stone

Other Business

D.2 [OTHER BUSINESS](#)

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Member Rad Richardson and SEDCO President John Boswell

D.3 [OTHER BUSINESS](#)

Receive Briefing from Cable One General Manager Claude Edwards on Rate Structure Adjustment

D.4 [OTHER BUSINESS](#)

Discussion of the City of Sherman's Participation in a Proposed Grayson County Regional Emergency Operating Center

D.5 [OTHER BUSINESS](#)

Consider Approval of the Intention to Annex Areas and Directing Staff to Begin the Annexation Process

D.6 [OTHER BUSINESS](#)

Receive Update from Public Works Director Jeff Miller on the Phase II Storm Water Plan and Permit Submittal

D.7 [CITIZEN REQUESTS](#)

D.8 [MEDIA QUESTIONS](#)

D.9 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.071 Consultation with City Attorney Concerning Legal Matters and Pending Litigation:

a) Discuss Proposed Substandard Structure Ordinance

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Willie Steele, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. A.3

INVOCATION BY THE HONORABLE WILLIE STEELE, COUNCIL MEMBER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF DECEMBER 3, 2007
AND THE CALLED CITY COUNCIL MEETING OF DECEMBER 11, 2007

STATE OF TEXAS §
 December 3, 2007
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 3, 2007.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Pledge to the Texas Flag were led by Members of Boy Scout Troop 15 from St. Mary's Catholic Church. Boy Scouts attending were Jimmy Curtis, Nate Allen, Ryan Williams, Preston Dunavan, Anthony White, James Griffin, Henry Philips, and Mark Cappio. The Invocation was given by Deputy Mayor Chip Adami.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 19, 2007. Council Member Terrence Steele moved to approve the Minutes as presented; Second by Council Member Hughes. All present voted AYE. MOTION CARRIED.

APPROVE MINUTES

SPECIAL PRESENTATION

INTRODUCTION OF SHERMAN POLICE OFFICER MICHAEL YOUNG AND HIS NEW K-9 PARTNER, "DUDE"

Tom Watt, Police Chief, introduced Police Officer Michael Young and his new K-9 partner "Dude." Officer Young introduced Dude, a 2½ year old German Shepherd and a dual purpose dog. Dude is trained in narcotics tracking and criminal apprehension.

**K-9 OFFICER
"DUDE"**

Officer Young said he and Dude completed 12 days of training on November 22, 2007. Generally a K-9 has a 7 to 7½ year career.

Council Member Wacker verified that Officer Young and Dude will visit schools in Sherman.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5499 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, READOPTING CHAPTER 8, ARTICLE 8.04, DIVISION 2 OF THE CODE OF ORDINANCES, ENTITLED "CURFEW HOURS FOR MINORS," WITH NO MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5499
CURFEW FOR
MINORS**

No citizens appeared before the City Council to discuss Ordinance 5499.

Mayor Magers introduced Ordinance 5500 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 6.8.3 TO AMEND THE REQUIREMENTS FOR THE COLLEGE PARK OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5500
COLLEGE PARK
OVERLAY DISTRICT

No citizens appeared before the City Council to discuss Ordinance 5500.

Mayor Magers introduced Ordinance 5501 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 6.2 TO AMEND THE REQUIREMENTS FOR ONE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5501
DUPLEX
REQUIREMENTS

No citizens appeared before the City Council to discuss Ordinance 5501.

Mayor Magers introduced Ordinance 5502 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 8(5)(A) TO AMEND THE REQUIREMENTS FOR TWO-FAMILY DWELLINGS (DUPLEX); PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5502
DUPLEX
REQUIREMENTS

No citizens appeared before the City Council to discuss Ordinance 5502.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5499

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, READOPTING CHAPTER 8, ARTICLE 8.04, DIVISION 2 OF THE CODE OF ORDINANCES, ENTITLED "CURFEW HOURS FOR MINORS," WITH NO MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5499
CURFEW FOR
MINORS

Council Member Terrence Steele verified that the ordinance pertaining to minors was for children 17 years old or

younger. Chief Watt verified that at 18, they are considered adults by law. The law also states that curfew is 11 p.m. on Sunday, Monday, Tuesday, Wednesday, or Thursday, and 12 midnight on Friday or Saturday night.

Ordinance 5500

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 6.8.3 TO AMEND THE REQUIREMENTS FOR THE COLLEGE PARK OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5500

**COLLEGE PARK
OVERLAY DISTRICT**

Ordinance 5501

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 6.2 TO AMEND THE REQUIREMENTS FOR ONE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5501

**DUPLEX
REQUIREMENTS**

Ordinance 5502

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT A OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE," AT SECTION 8(5)(A) TO AMEND THE REQUIREMENTS FOR TWO-FAMILY DWELLINGS (DUPLEX); PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5502

**DUPLEX
REQUIREMENTS**

Deputy Mayor Adami asked Doreen McGookey, City Attorney, if she had any legal concerns that this ordinance wouldn't hold up if challenged. Ms. McGookey said the primary concern would be for fair housing and fair housing is still available throughout the City under the R-2 District. She said the ordinance also wouldn't implicate any one sector of society, so there should be no problem. There is also a rational basis for enacting the ordinance.

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance Nos. 5499, 5500, 5501, and 5502, as presented. Second by Deputy Mayor Adami.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5130 – AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY TO RUSSEY LLC DBA GREENLEAF LANDSCAPE COMPANY FOR THE CONVEYANCE OF PROPERTY BEING THROCKMORTON STREET FROM MULBERRY STREET TO THE RAILROAD RIGHT-OF-WAY OWNED BY THE BURLINGTON-NORTHERN SANTA FE RAILROAD; THAT ALL SURVEYING COSTS INCURRED WILL BE PAID BY RUSSEY LLC DBA GREENLEAF LANDSCAPE COMPANY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY TO RUSSEY LLC DBA GREENLEAF LANDSCAPE COMPANY FOR THE CONVEYANCE OF PROPERTY BEING THROCKMORTON STREET FROM MULBERRY STREET TO THE RAILROAD RIGHT-OF-WAY OWNED BY THE BURLINGTON-NORTHERN SANTA FE RAILROAD; THAT ALL SURVEYING COSTS INCURRED WILL BE PAID BY RUSSEY LLC DBA GREENLEAF LANDSCAPE COMPANY.

CONSENT AGENDA.

RES 5130
CONVEY RAILROAD
R-O-W

RESOLUTION NO. 5131 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MANUEL LEON FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 803 SOUTH THROCKMORTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MANUEL LEON FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 803 SOUTH THROCKMORTON STREET.

CONSENT AGENDA.

RES 5131
RESIDENTIAL TAX
ABATEMENT
(803 S.
THROCKMORTON)

RESOLUTION NO. 5132 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TXA HOLDINGS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1507 NORTH BRENTS AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TXA HOLDINGS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1507 NORTH BRENTS AVENUE.

CONSENT AGENDA.

RES 5132
RESIDENTIAL TAX
ABATEMENT
(1507 N. BRENTS)

OTHER BUSINESS

RECEIVE FIRE CHIEF J.J. JONES' BRIEFING ON THE HOMELAND SECURITY GRANT AUDIT AND COMPLIANCE VISIT

Jeff Jones, Fire Chief, presented a briefing on the Homeland Security Grant Audit and Compliance visit. Since September 11, 2001, the Department of Homeland Security has provided

HOMELAND SECURITY
GRANT AUDIT

funding to State and local governments to prepare for and reduce the risk of terrorism. Initially the funds were dedicated to enhance the ability of first responders to react to an attack from weapons of mass destruction. After the 2001 attacks it was found that a critical need was for communications between the various entities.

Since 2002, the City of Sherman has been awarded \$856,500 in grant funding. The awards were not automatic and the City spent many man-hours writing and administering the grants. Past grants have been awarded through the Governor's Office and administered by the Texoma Council of Governments. Each year the requirements are increased.

This year one change is that the elected officials and many department heads must complete National Incident Management System, NIMS training. Some managers involved in the Emergency Operations will be required to attend additional training outside the City.

Grant funding is based on population and need, and projects are identified in advance and approved by the State office. Projects must fall into one of three categories: to prepare for or reduce the threat of terrorist attack, to increase the local capability, or to improve the capability to react to a regional problem.

In the past, the City has used grant money to purchase new communications equipment for the Police Department, equipment to communicate directly with the State and other County departments, and to purchase search and rescue equipment.

A compliance audit was held October 16, 2007 to review purchasing procedures, training, and ability to use the equipment that was purchased with grant funding. In that audit, it was found that Sherman met or exceeded all standards, regulations, and grant guidelines and no items were identified as needing improvement.

The City's communications ability was rated at a Level 4 out of 6. Level 5 would require fixed assets and a communications facility. Level 6 means the City could communicate throughout the State on a single channel.

Last year, the City of Sherman, City of Denison, City of Gainesville, and Grayson County pooled their money and purchased three mobile command trailers. On December 17, 2007, the City Council will be asked to spend this year's grant money, \$163,000, to complete the command project.

In addition, the City of Sherman has been awarded additional funding to provide the fixed communication equipment that will bring Sherman to a Level 5 on their communications ability.

Chief Jones said future projects will include enhancement of security to the City infrastructure such as the Water Treatment Plant.

Also, as of Saturday, the Reverse 911 system is now operational. This system was approved by the City Council at the FY 2007 Budget Work Sessions. The database includes over 17,000 residential telephone numbers which can be contacted with a pre-recorded message during a local emergency in less than two minutes.

Soon citizens will be able to add cellular telephone numbers, business numbers, or alternate numbers to the database through the City's website. They can also opt for a "do not call" feature to remove their telephone number from the list.

Council Member Terrence Steele verified that the City will still have the ability to override the local cable television system to alert citizens. Chief Jones added that the outdoor warning sirens will also continue to be used.

Mayor Magers verified that the command trailers and the tow vehicles were purchased with last year's grant funding. They hope to add additional communication equipment to the trailers this year to complete the project.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR TUESDAY, DECEMBER 11, 2007, TO REVIEW AND DISCUSS DEVELOPMENT STANDARDS FOR SHERMAN'S MAJOR HIGHWAYS AND THOROUGHFARES

Mayor Magers felt there were issues that needed to be discussed and he asked Council Members if they planned to provide direction to the Planning and Zoning Commission. Deputy Mayor Adami felt they should provide direction to the Commission.

Council Member Smith felt there were issues on Texoma Parkway and on Highway 75 that need to be addressed to maintain a proper aesthetic look to the City.

ACTION TAKEN.

Motion by Council Member Smith to set a Called Council Meeting for December 11, 2007 at 12 noon, to discuss development standards for Sherman's major highways and thoroughfares. Second by Deputy Mayor Adami.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR TUESDAY, JANUARY 22, 2008, DUE TO CONFLICT WITH A FEDERAL HOLIDAY

The City Council called a Special Council Meeting for Tuesday, January 22, 2008, at 5:00 p.m. to make up for the

**SET CALLED MEETING
FOR DEVELOPMENT
STANDARDS FOR
MAJOR HIGHWAYS**

**SET CALLED MEETING
DUE TO CONFLICT**

second regular meeting in January, which falls on the Federal Holiday, Martin Luther King, Jr. Day.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF THE ROLLING MEADOWS ESTATES, PHASE I IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION, BEING 14.112 ACRES IN THE BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD CO. SURVEY, ABSTRACT NO. 149; DAVID HOWERTON, OWNER (5300-5600 BLOCKS OF DRIPPING SPRINGS ROAD)

The City Council approved the Final Plat of the Rolling Meadows Estates, Phase I in the City's extra territorial jurisdiction. The property consists of 14.112 acres in the Buffalo Bayou, Brazos & Colorado Railroad Co. Survey, Abstract No. 249, which is located in the 5300 to 5600 blocks of Dripping Springs Road.

The owner, David Howerton, would like to plat the property into twelve lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

SPECIAL CONSIDERATION TO ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(J) AND 510 OF THE CODE OF ORDINANCES FOR SITE PLAN APPROVAL TO EXTEND THE DRIVEWAY FOR A SHIPPING AND RECEIVING CRANE AND A CONCRETE PAD FOR A HOLDING STATION FOR STORAGE IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 525 PROGRESS DRIVE (PROGRESS RAIL, OWNER)

The City Council approved the request of Progress Rail for special consideration for site plan approval to extend the driveway for a shipping and receiving crane and a concrete pad for a holding station for storage at 525 Progress Drive, in the Blalock Industrial District. The Planning and Zoning Commission recommended approval of the site plan.

CONSENT AGENDA.

CITIZENS REQUESTS

CREEK FLOODING

Alvin W. Keele, 1700 Stephen Circle, addressed the City Council concerning flooding in the City and especially in the creek behind his home. He distributed photographs to the City Council.

Mr. Keele also expressed concern about the new homes being constructed in the North Haven Addition by Spavinaw Development. He added that there will be no storm drains in the Addition. Mr. Keele has met with Jeff Miller, Director of Public Works, who worked with the developer to get crews to clean the debris from the creeks and install a silt fence.

Mr. Keele was concerned about trash and the lack of storm drains causing flooding in the future. There is also concrete and discarded pipe lying in the creek.

APPROVE FINAL PLAT
ROLLING MEADOWS
ESTATES

SITE PLAN FOR
PROGRESS RAIL

CREEK FLOODING

Mr. Keele's concerns are attached to and made a part of these Minutes.

Mayor Magers said that since the floods, the City has had many creek cleaning crews working to relieve problem areas and help with flooding issues. The City is also in the process of updating the Master Plan and this will include a hydrological study.

He said he would talk with the City Manager about the situation and contact Mr. Keele at a later date to discuss his issues.

LOCAL VENDOR BIDS

Darrell Ramey, 14 Timbercreek and owner of Ramey Chevrolet/Cadillac, said he appeared before the City Council several months ago about the City's bidding process and the opportunity local bidders would have on City purchases.

Since that time he has submitted many sealed bid proposals. But he asked who is winning the bids on the vehicles and what the price difference is between their bid and his.

Ms. McGookey directed Mr. Ramey to complete a public information request form in the City Clerk's Office, outlining the information that he was interested in receiving. Mayor Magers verified that this information is open to the public.

Mr. Ramey also asked who makes the decision on the purchase of the vehicles. Mr. Olson will meeting with Mr. Ramey and obtain the information for him.

MEDIA QUESTIONS

DISCUSSION OF DEVELOPMENT STANDARDS

Kathy Williams, Herald Democrat Reporter, asked why the Council decided to hold the Called Meeting to discuss transportation issues prior to the update of the Comprehensive Master Plan.

Mayor Magers said the Council wants to review development standards for the major highways. Several items have recently "passed the code" that probably aren't the intention of the Council. They want to review the current codes and make sure they represent the direction the Council wants to take. It mainly includes aesthetic purposes.

COUNCIL COMMENTS

CHRISTMAS PARADE

Council Member Wacker reminded everyone that the Christmas Parade is scheduled for Friday, December 7, 2007, at 7 p.m.

BOY SCOUTS PLEDGE

Deputy Mayor Adami thanked members of Boy Scout Troup 15 for leading the Pledge of Allegiance earlier in the meeting.

LOCAL VENDOR BIDS

DISCUSSION OF DEVELOPMENT STANDARDS

CHRISTMAS PARADE

BOY SCOUT PLEDGE

CHRISTMAS SEASON

Council Member Smith said Christmas is upon us and he reminded everyone to remember “the reason for the season.” He also urged everyone to shop locally.

WELCOME TO FAMILY

Council Member Willie Steele welcomed his wife and children to the Council Meeting saying they were curious about what he did as a Council Member.

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.

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING LEGAL MATTERS OR PENDING LITIGATION: DISCUSS PROPOSED SUBSTANDARD STRUCTURE ORDINANCE

SECTION 551.074 -- PERSONNEL MATTERS: CONSIDER THE QUALIFICATIONS, APPOINTMENT OR REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS (2)

SECTION 551.087 -- DELIBERATIONS 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

Mayor Magers announced that the Council would not be discussing the item concerning the proposed substandard structure ordinance during tonight’s Executive Session.

He also invited Jerry Chapman, General Manager of the Greater Texoma Utility Authority, to attend the Executive Session and asked John Boswell, President of the Sherman Economic Development Corporation, and Frank Gadek, Vice

CHRISTMAS SEASON

WELCOME TO FAMILY

EXECUTIVE SESSION

President of SEDCO, to enter the Executive Session when a specific item was discussed.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:31 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:53 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

CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS (2)

GTUA BOARD
OF DIRECTORS

ACTION TAKEN.

Motion by Deputy Mayor Adami to reappoint George Rowland and Bill Johnson to the Greater Texoma Utility Authority Board of Directors for a term from December 31, 2007 to December 31, 2009. Second by Council Member Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:54 p.m.

MAYOR

CITY CLERK

Thank you Mayor Majors and the city council for allowing me to speak Today. My name is Alvin W. Keele at I reside at 1700 Stephen Circle Sherman, Texas. 75092.

As a concerned citizen after the flooding of May-June 07 in the city Of Sherman I decided to see what potential there was for flooding In from the creek which joins my property behind my house and lot. My concern was if we should receive 6-8 inches or more in 1 hour Would the creek be able to handle it without getting out of the banks And flood my shop and house with nothing I could do about it. Also was the new North Haven house project that is being built by Spavinaw Development> LLC. On the property off Cypress Grove Road and Rex Cruise Drive. With access to the property by mainly 1600 West Idlewood DR. and one other street yet to be finished into this addition. I believe that the pictures before you will show my concern with this addition will put major water into the shallow creek even with only 2-3 inches of rain in a short period of time. With the many houses projected (at least 65) being built there will Be numeros concrete streets and lots of runoff into the creek with no Visible storm drains being put underground to take some of the water Off the property. After taking approx. 50 pictures on 11-11-07 I made A appointment with Jeff Miller with the City of Sherman to review my Finding and show how the 6-8 inches of rain had wiped out the silk fence That was to stop the major debris from winding up in the creek from the New addition. Jeff was appalled that they would let this happen and leave Lots of trash such as Styrofoam food containers, plastic bottles, cans and General debris that would have wound up in the creek if we had received Some rain while the silk fence was down. I happy to say that Jeff contacted Someone from the North Haven and my pictures will show they put a crew Clearing the area and installing new silk fence to stop debris from winding Up the the creek I hope. My concern with this new addition is that there is No visible underground storm drains on the property to take the major Water off if we should have the rains like we had in May-June 07. My Pictures will show another major concern that being a holding pond which Which will empty thru a 40 inch pipe then proceed to the silk fence and Then into the creek. As my pictures showed before when we had the 6-8 Inches of rain the silk fence was not able to stand the force of the water and The water flowed over it taking debris, tree limbs, trash etc. into the Creek creating stoppage in the creek. I made other set of pictures on 11-17-07 showing the new silk fence they had put up. Out of concern since we have received rain since it was put up I took pictures 12-03-07 of the area which still has lots of trash and old silk fence still in the area. Then my new pictures taken today (which I submit now) will show that the new silk fence has already been breached by recent rains which has been minimal since 11-17-07 and the fence did not hold back the water and now the creek has more bottle, tree limbs, etc. causing possible flooding. On 11-17-07 I decided to do a complete walk of the creek starting in

Back of my house at 1700 Stephen Cr. to see how much was really in
The creek all the way to Vancouver St. Overpass. I think my pictures will
Show that the creek is in bad shape overall. There is lots of discarded blue
10 inch pipe with some concrete still attached to it laying in the creek
and not running across the creek as still in use. There is at least one
beaver pond started on the creek and a large amount of large trees that
have fallen across the creek due to the flooding in May-June 07. These
trees are causing trash to build up in the creek bed and will probably
cause the creek to back up and cause erosion which is already showing
in some areas of the creek. After taking these 2nd pictures to Jeff Miller
he informed me that the City of Sherman does not own the creeks inside
the city and he only has limited budget and manpower to clean the
creeks on a need to do basis. I have a problem trying to understand that
the City of Sherman seems to have plenty of money and manpower
to maintain the baseball, soccer fields all year long when there is no
flooding on any of them. It seems we are using our taxpayers money
on areas that require very little attention in the winter months and
not use the manpower to check creeks that will possible stop homes from
getting flooded as they did in May- June 07. In talking to Jeff Miller he
indicated the FEMA was doing a study of Grayson County in the spring
which will include Sherman I suppose. Will we receive the FEMA report
in time before we have another 100 year flood like we did this year. \

I look forward to hearing from you on what plan the City of Sherman
Plans to do in regard to these issues and I thank you for allowing me
To address the council in regards to which I think is an important issue
For Sherman. Thank you, Alvin W. Keele

Alvin W. Keele
1700 Stephen Cr.
Sherman, Texas
75092

STATE OF TEXAS

§

December 11, 2007

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on December 11, 2007.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Chip Adami.
Council Members Smith, T. Steele, W. Steele, Wacker.

COUNCIL MEMBERS ABSENT: Council Member Hughes.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Doreen McGookey, City Attorney; Jeff Miller, Director of Public Works; Mark Gibson, Director of Utilities and Engineering; Scott Shadden, Director of Developmental Services; Tom Watt, Police Chief; Rita Gaither, Development Coordinator; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open,

Other Business

Review and Discuss Development Standards for Sherman's Major Highways and Thoroughfares

Executive Session

Section 551.087 – Deliberations 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

Open Meeting

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

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Magers called the meeting to order at 12:02 p.m., declared a quorum present, and opened the City Council Meeting.

OTHER BUSINESS

REVIEW AND DISCUSS DEVELOPMENT STANDARDS FOR SHERMAN'S MAJOR HIGHWAYS AND THOROUGHFARES

Mayor Magers introduced Scott Shadden, Director of Developmental Services, who presented a Power Point presentation on the development standards for Sherman's major highways and thoroughfares.

Mr. Shadden presented slides outlining the regulations for the Highway 75/82 Overlay District, the Sam Rayburn Freeway Overlay District, and the Heritage Parkway (FM 1417) Overlay District. He also presented a map of the Overlay Districts and photographs of various buildings in each Overlay District. Some of the photographs showed the development standards that the Council Members liked and some showed development standards that the Council wanted to change.

Mayor Magers asked why the Sam Rayburn Overlay District was different from the 75/82 Overlay District. Mr. Shadden explained that Sam Rayburn backs up to Austin Street and the Overlay District couldn't be as deep. The districts were also set up at different times.

One photograph of construction in the 75/82 Overlay District that really concerned Council Members was the furniture store that is under construction at Peyton Street and Highway 75. The facility will have 20% of wood, glass, or masonry on the front of the building, which will meet current standards. Council Members did not like the look of the furniture store.

Council Members also did not like the temporary wall that was constructed in front of the Woodmont Addition. Council Member Willie Steele said he understood the grass has not been planted on a portion of the wall but when it is, it should grow upward and cover the wall. There has been grass planted on the far north side. Council Members did not feel that the wall looked good for a major thoroughfare entrance into Sherman.

Mr. Shadden said the FM 1417 Overlay District is much stricter than the other Overlay Districts and requires a minimum of four architectural or landscaping features from a specific list. Council Members did not like the Dollar General facility located on FM 1417 with the metal building and the air conditioners located on the side of the building.

Mr. Shadden presented a comparison of the three Overlay Districts. He recommended that the Council consider enacting the FM 1417 Overlay District requirements for the other two Overlay Districts to make them more restrictive. Mayor Magers asked if the standards would work for all three of the districts. Mr. Shadden suggested leaving the current depths in place but adding the specific requirements. He added that making all Overlay Districts uniform would also make it easier to enforce.

Deputy Mayor Adami felt the recommendation makes sense and the FM 1417 Overlay District standards are good development standards. He added that there will be exceptions, and developers could apply for variances. He felt these were reasonable standards and improved the look of the developments.

Mayor Magers asked to review the signage requirements. Council Member Wacker said the signage for the FM 1417 Overlay District was set for the scale of the road and should be reconsidered for the other Overlay Districts. Deputy Mayor Adami asked if the signage requirements should be considered in the Overlay District ordinances or in a separate sign ordinance.

Lee Terrell, 2404 San Miguel

Mr. Terrell told the Council he appreciated their concerns on this serious issue. He was also upset about the Woodmont retaining wall and the furniture store on Highway 75 and asked the Council to also consider "damage control" to "fix" the current problems.

Council Member Terrence Steele verified that the 75/82 Overlay District extended to Highway 691. He wanted to be sure future development was included in the new regulations. Deputy Mayor Adami also verified that the FM 1417 Overlay District includes all of FM 1417, to Highway 11. The Highway 82 Overlay District currently stops at FM 1417 because of the width of the City limits.

Council Member Willie Steele asked David Baca if the development standards for the FM 1417 Overlay District were consistent with development in other cities.

David Baca, 1000 S. Sam Rayburn Freeway

Mr. Baca said most cities he has worked in from South of Dallas to Van Alstyne, have stricter regulations than what Sherman has. He urged Council Members to consider these standards for all development in Sherman, not just in the Overlay Districts.

Mayor Magers felt an incremental change would be better because the unintended consequences could be of concern. He felt it was best to consider the changes for the thoroughfares at the current time.

George Olson, City Manager, explained that the staff presented the recommendation for the current Overlay Districts. The intent is to utilize the Comprehensive Plan when it is completed, however that will be another year.

Mayor Magers suggested that the staff look at the recommendation and bring a more complete plan back to the Council. He also asked that they consider requirements for signage. Council Member Wacker suggested that separate standards be considered for signage on Highway 75 and Highway 82 because of the width and speed of the highways and to accommodate the set-back. Mr. Shadden suggested that the Planning and Zoning Commission review the requirements and make a formal recommendation to the City Council.

Council Member Smith asked about requirements for Texoma Parkway that might not be as stringent because they would be dealing with existing structures. These are old structures and they will eventually need to be rebuilt. He felt it was important to have development standards in place when this happened. Mr. Shadden said the plan was to ask the consultant for the Comprehensive Plan to review and make recommendations for development standards for all thoroughfares in Sherman, including Texoma Parkway, Houston, Lamar, Travis, and Crockett.

Council Members were concerned about waiting an additional year for these standards. Mayor Magers asked Mr. Shadden about some standards that could be enacted for Texoma Parkway. He was concerned that some service types of businesses need a place to locate and if the standards were too strict, they would move to another City. He also asked the Planning and Zoning Commission to consider ways to upgrade Texoma Parkway.

Mayor Magers verified that since Texoma Parkway is not a separate Overlay District, the rules that pertain to it also pertain to other parts of the City that are not included in Overlay Districts. Mr. Shadden said the majority of Texoma Parkway is currently zoned C-2 General Commercial.

Mayor Magers wanted to look at the gateways to Sherman. He asked for some short term suggestions for the gateways and for Texoma Parkway and Highway 56. He added that temporary structures on Texoma Parkway should be stopped.

Council Member Terrence Steele expressed concern that construction would continue while the new standards were being studied. Mr. Terrell asked if the Council could consider a moratorium on construction until new development standards are in place.

Mayor Magers reviewed the Council's discussion. The standards for the FM 1417 Overlay District will be moved to the other Overlay Districts, they will review signage, they will also review standards for Texoma Parkway and Highway 56, and standards for retaining walls. Mr. Shadden said an ordinance would need to be adopted with the new standards before they could be enforced.

Council Member Willie Steele also asked that the staff review outdoor storage, temporary buildings, boat and trailer storage, and temporary signage. Mr. Shadden will include these items in the recommendation. Council Member Wacker added that storage is already addressed in the FM 1417 Overlay District standards and would be moved to the other Overlay Districts as well.

Deputy Mayor Adami also wanted to review the landscaping requirement. The Council didn't want a stringent tree ordinance, but they did want the property to look attractive. He asked if the current landscaping requirement was enough or if more regulation was needed, such as the review of visual drawings. Mr. Shadden said the landscaping requirements today are minimal.

Council Member Willie Steele said many cities require a landscaping plan with a permit. He added that, short of a plan, the developer should at least provide more detail on their intentions for the landscaping. He felt many restaurants in Sherman are voluntary following a landscape plan and providing more than required.

Council Member Terrence Steele wanted to review the standards for retention ponds.

Council Members discussed whether the items included in the ordinance should be limited so as not to delay its consideration or whether it should be a complete ordinance that addresses all their concerns. Most Council Members wanted to include all concerns in the ordinance, but did not want to delay its consideration. Council

Member Willie Steele suggested considering an ordinance as quickly as possible, and then “tweaking” it as needed. This would address construction concerns now.

Mayor Magers confirmed with Mr. Shadden, that a February time frame was likely for the Overlay District portion of the ordinance. They will move as quickly as possible. Council Members really wanted to see changes on Texoma Parkway and Highway 56.

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.

**SECTION 551.087 -- DELIBERATIONS 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**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 12:39 p.m.

On Motion duly made and carried, the Executive Session recessed at 1:03 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

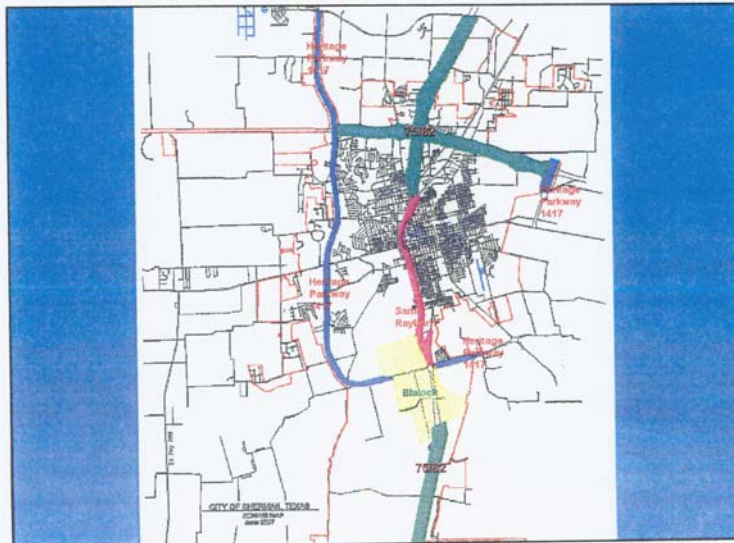
There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:04 p.m.

MAYOR

ATTEST

CITY CLERK

Overlay District Regulations

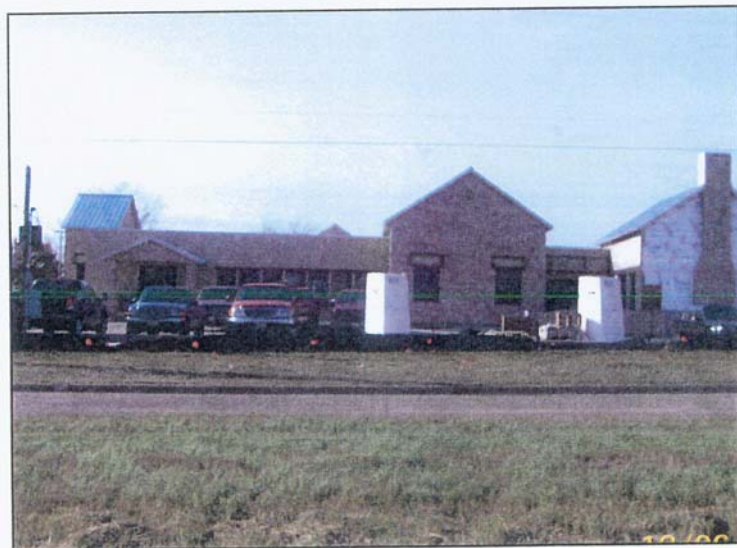


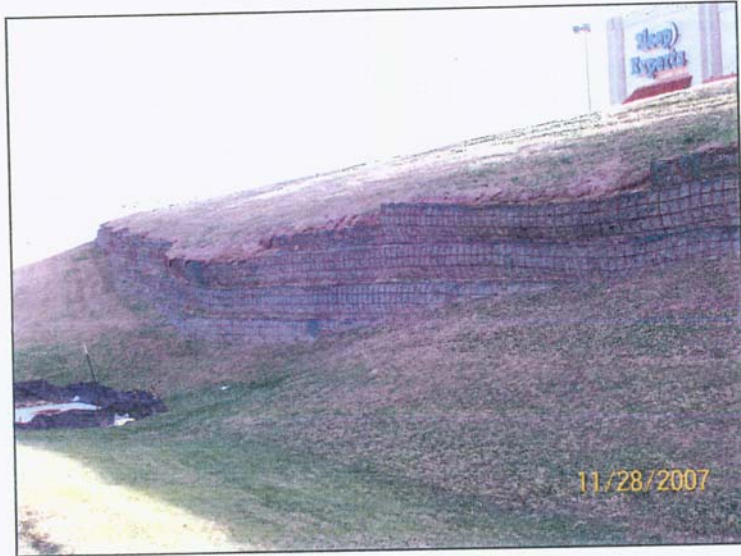
75/82 Overlay

- Requires front wall to be 20% wood, glass or masonry
- 5' landscaped strip

- Adopted 1997, expanded 2003







Sam Rayburn Overlay

- Front wall 100% wood, glass or masonry
- Concrete parking
- 5' landscaped strip

Adopted 2004





Heritage Parkway (1417) Overlay

- All walls masonry, or concrete siding
- No exposed duct visible from highway
- Concrete parking
- Max. 65' sign face, 12' max ht. 25' setback
- 10' landscaped, irrigated buffer
- Mechanical, utility and service facilities screened 3 sides
- Outdoor stored merchandise shall not exceed height of screen

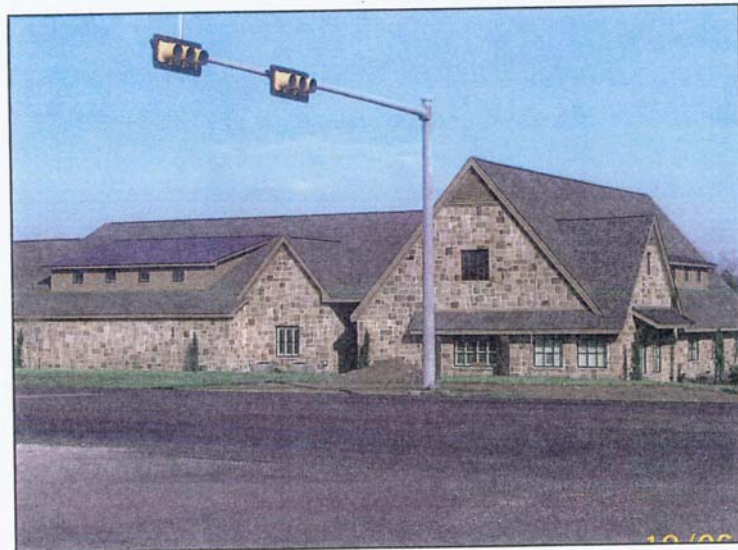
Heritage Parkway (1417) Overlay

- Must have 4 of the following features:
 - Canopies, awnings or porches
 - Recesses/projections
 - Arcades (recessed porches)
 - Peaked roof forms
 - Arches
 - Outdoor patios
 - Display windows
 - Architectural details
 - Articulated cornice line
 - Integrated planters or wing walls incorporating landscape and sitting areas
 - Offsets, reveals or projecting rib used to express architectural or structural bays
 - Accent materials, stone, stucco, min 15% of facade
 - Varied roof heights

Adopted 2003, amended 2006







1417 Overlay District

- 300' deep
- Walls masonry, masonry veneer, or concrete siding
- Exposed duct not permitted visible from highway
- Concrete parking
- Must have four of the following features:
 - Canopies, awnings or porches
 - Recesses/projections
 - Arcades (recessed porches)
 - Peaked roof forms
 - Arches
 - Outdoor patios
 - Display windows
 - Architectural details
 - Articulated cornice line
 - Integrated planters or wing walls incorporating landscape and sitting areas
 - Offsets, reveals or projecting rib used to express architectural or structural bays
 - Accent materials, stone, stucco, minimum 15% of façade
 - Varied roof heights
- Sign 12' maximum height, 65 sq. ft. face & 25' setback
- 10' landscaped irrigated buffer strip
- Mechanical, utility and service facilities screened three sides
- Outdoor stored merchandise shall not exceed height of screen

Sam Rayburn Overlay District

- 200' deep
- Front wall 100% wood, glass, masonry or combination
- Concrete parking

75/82 Overlay District

- 500' deep
- Front wall 20% wood, glass, masonry
- 5' landscaped buffer strip



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5503
**Providing for a Permanent “Stop” Sign at the Intersection of Knollwood Drive
and North Creek Drive, Stopping Southbound Traffic on Knollwood Drive
within the City Limits of the City of Sherman**

Issue

An ordinance to install a “Stop” sign at the intersection of North Creek Drive and Knollwood Drive, stopping southbound traffic on Knollwood Drive

Background

This past fall, the intersection of North Creek Drive, Knollwood Drive, and Travis Street was rebuilt (east side) to make sure it aligned properly with North Creek Drive on the west side of Travis Street in the new Austin Landing Subdivision. This change necessitated that southbound traffic on Knollwood Drive be required to stop at North Creek Drive. The sign has been in place for 90 days; and only one complaint has been received.

Origination

Public Works Department

Financial Consideration

The material and labor to install the one “Stop” sign totaled approximately \$115.00.

Staff Recommendation

For safety reasons, it is recommended that the City Council introduce and subsequently adopt an ordinance providing for one “Stop” sign at the intersection of North Creek Drive and Knollwood Drive.

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5503

Location Map

Prepared by:
Jeffrey Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5503

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “STOP” SIGN AT THE INTERSECTION OF KNOLLWOOD DRIVE AND NORTH CREEK DRIVE, STOPPING SOUTHBOUND TRAFFIC ON KNOLLWOOD DRIVE 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, a permanent “Stop” sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Knollwood Drive and North Creek Drive, stopping southbound traffic on Knollwood Road, as shown by location map, attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION 2. That the Director of Public Works and Engineering is directed to designate this action by the appropriate markings and signs as directed by the Texas Transportation Code.

SECTION 3. Violators of this ordinance shall be subject to prosecution pursuant to the Texas Transportation Code.

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

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

INTRODUCED on this the _____ day of _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

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

CITY OF SHERMAN, TEXAS

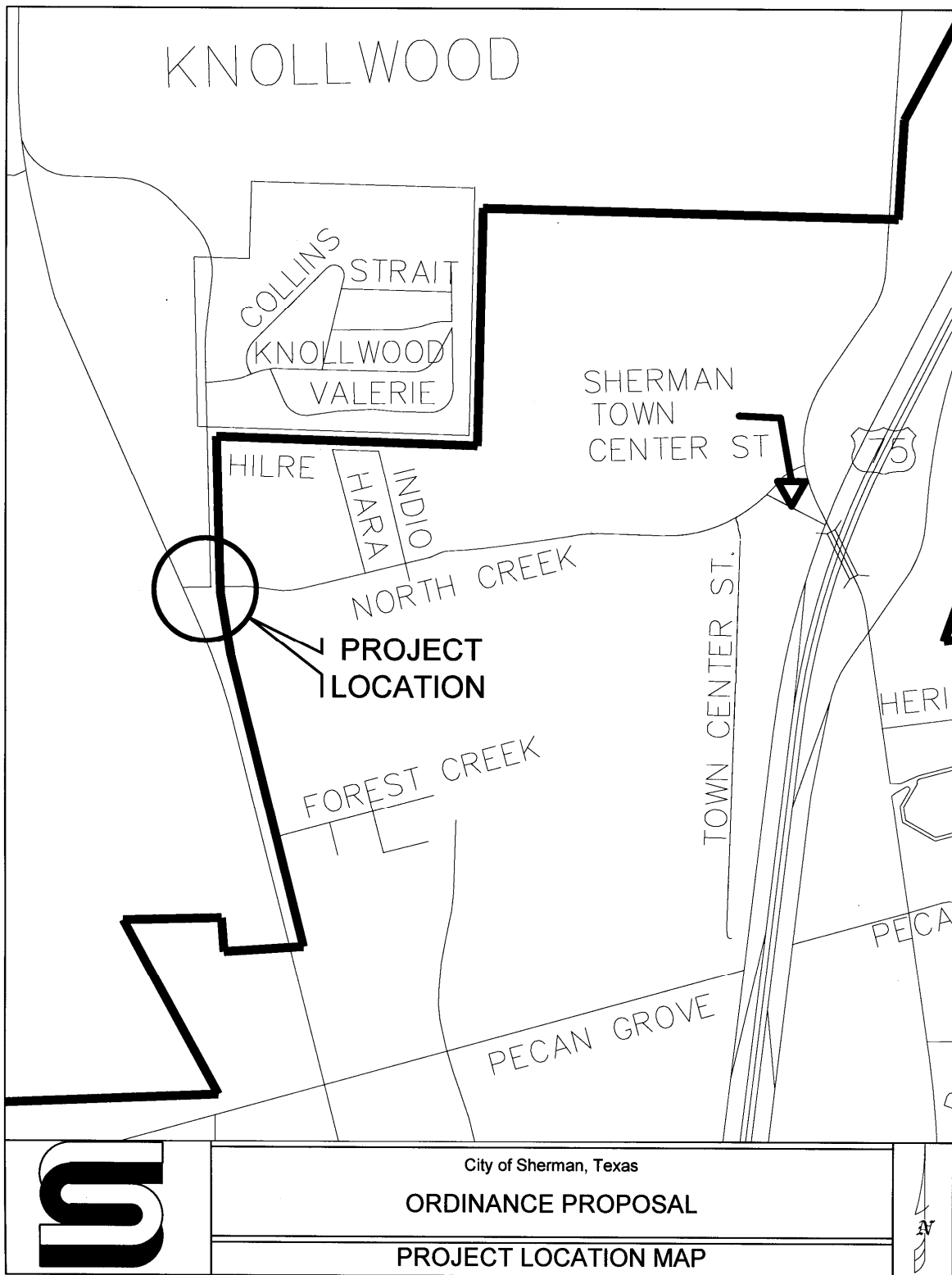
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5504

Providing for a Permanent “Fifteen Minute Parking Only” Sign at 115 South Travis Street within the City Limits of the City of Sherman

Issue

An ordinance for one (1) “Fifteen Minute Parking Only” sign to be located at 115 South Travis Street in front of Kelly Square to help provide rapid availability of one space for the efficiency of parking required for a new business.

Background

The sign was requested by a business owner in Kelly Square in an effort to help provide a space for customers to park for the few minutes needed for quick service that will be provided by a new business venture in Kelly Square. The sign was installed and has been in place for the 90-day trial period. There have been no known complaints.

Origination

Business owner request to City Manager

Financial Consideration

One (1) sign, labor and materials: \$100.46

Staff Recommendation

It is recommended that the City adopt the requested “Fifteen Minute Parking Only” sign.

Alternatives

Reject the request

Attachments

Ordinance No. 5504

Location Map

Prepared by:
Jeffrey R. Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5504

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “FIFTEEN MINUTE PARKING ONLY” SIGN AT 115 SOUTH TRAVIS 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, a permanent “FIFTEEN MINUTE PARKING ONLY” sign shall be in place at the following location within the corporate limits of the City of Sherman:

At 115 South Travis Street in front of the Main Entrance of Kelly Square; as shown by location map attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION 2. That the Director of Public Services is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “FIFTEEN MINUTE PARKING ONLY” sign herein authorized, it shall be unlawful for any motorist to park a vehicle more than 15 minutes in such area designated as a “FIFTEEN MINUTE PARKING ONLY” zone. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

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

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

INTRODUCED on this the _____ day of _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

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

CITY OF SHERMAN, TEXAS

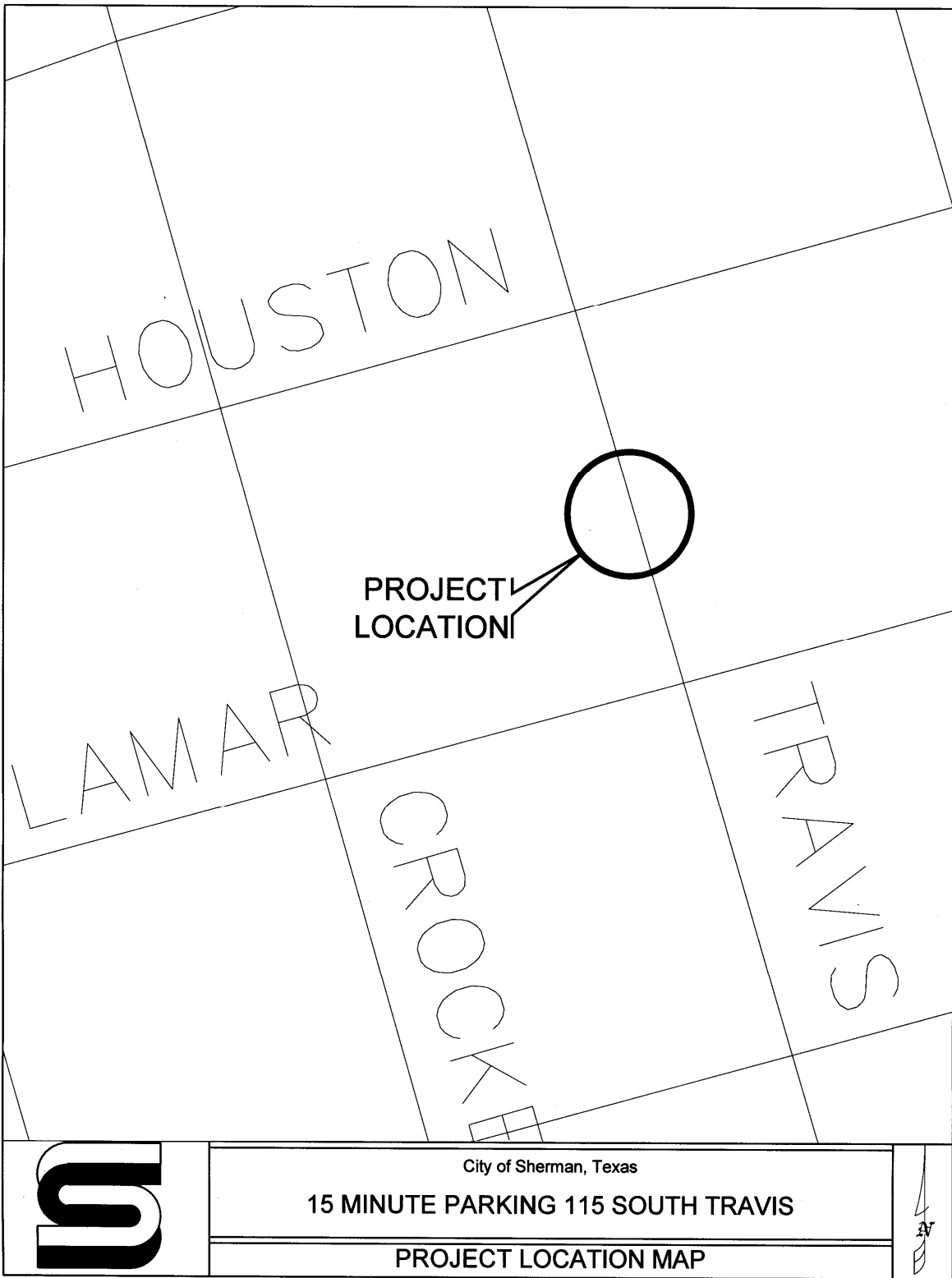
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5505

**Providing for Two (2) Permanent “Fifteen Minute Parking Only” Signs
Along the South Side of Houston Street within the City Limits of the City of Sherman**

Issue

Install two (2) “Fifteen Minute Parking Only” signs at the Sherman Tourism Office, with signs to be located on Houston Street (the first two stalls east of Travis Street) to accommodate the Tourism Office visitors.

Background

The Tourism Office asked that the signs be placed in order to accommodate visitors in the City. The “Fifteen Minute Parking Only” signs were installed and have been in place for the ninety (90) day trial period, with no known complaints.

Origination

Jeff Miller, Director of Public Works

Financial Consideration

Cost per Sign: \$100.46

Two (2) Signs: Total \$200.92

Staff Recommendation

It is recommended that the City Council adopt an Ordinance for “Fifteen Minute Parking Only” signs at the Tourism Office as noted above.

Alternatives

Reject the request

Attachments

Ordinance No. 5505

Location Map

Prepared by:
Jeffrey R. Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5505

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR TWO (2) PERMANENT “FIFTEEN MINUTE PARKING ONLY” SIGNS ALONG THE SOUTH SIDE OF HOUSTON 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, two (2) permanent “FIFTEEN MINUTE PARKING ONLY” signs shall be in place at the following location within the corporate limits of the City of Sherman:

Along the South side of Houston Street at the Sherman Tourism Office (the first two stalls east of Travis Street); as shown by location map attached hereto and incorporated herein for all purposes as Exhibit “A.”.

SECTION 2. That the Director of Public Services is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “FIFTEEN MINUTE PARKING ONLY” signs herein authorized, it shall be unlawful for any motorist to park a vehicle more than 15 minutes in such area designated as a “FIFTEEN MINUTE PARKING ONLY” zone. Violators of this ordinance shall be subject to fine as provided in Section 1.01.006 of the Code of Ordinances of the City of Sherman, Texas.

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

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

INTRODUCED on this the _____ day of _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

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

CITY OF SHERMAN, TEXAS

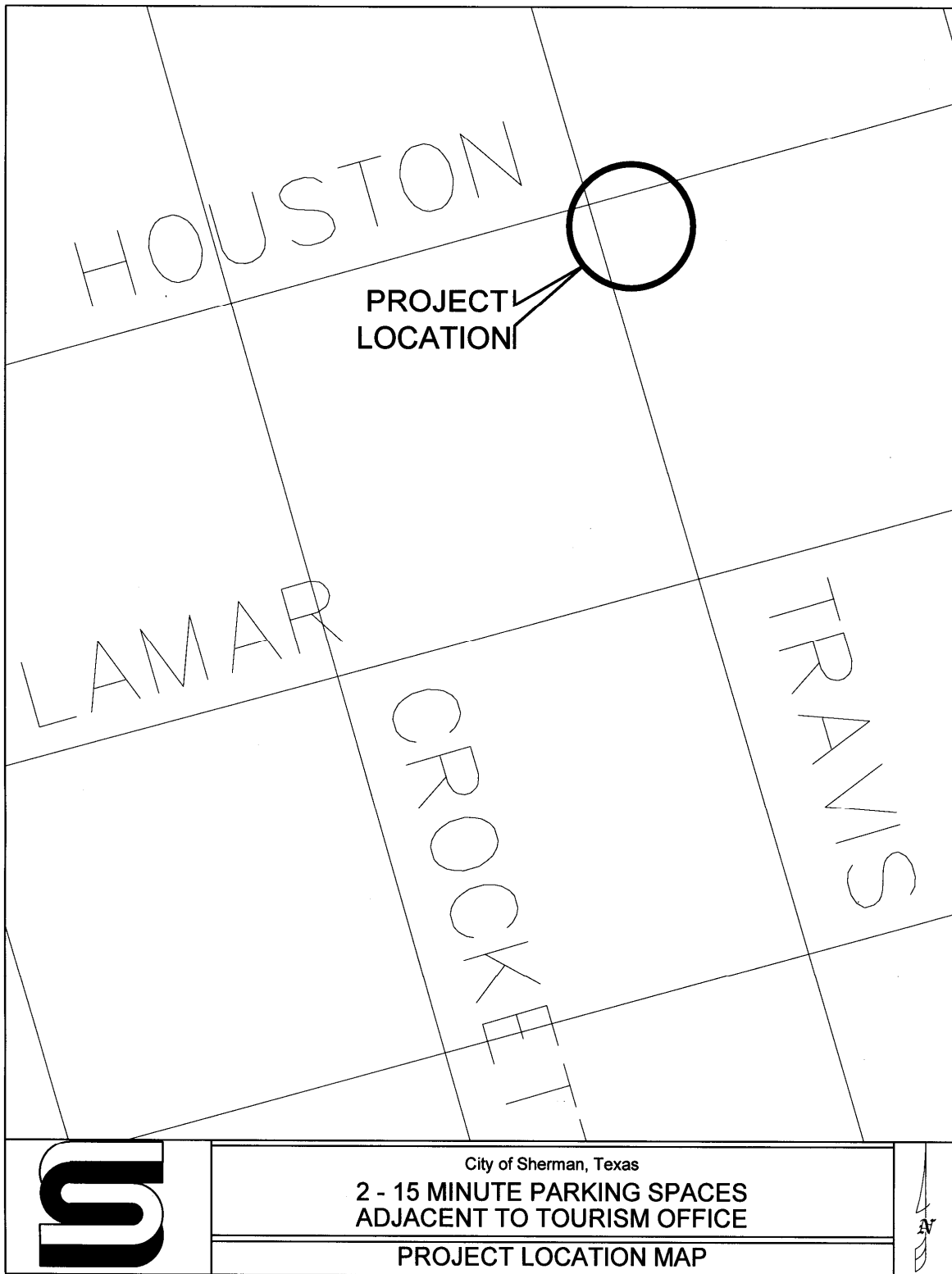
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5506

Amending Chapter 6 of the Code of Ordinances, "Health and Sanitation", Article 6.02, "Food Establishments", at Section 6.02.003, "Permit Application and Fees"

Issue

Providing that the fee schedules for food establishments and food handlers shall be set by the Grayson County Board of Health

Background

On November 26, 2007, the City was asked to approve an increase in fees for Environmental Health Division related services, as shown on the attached Grayson County Health Department Fee Schedule 2008. These fee increases were unanimously approved by the Grayson County Board of Health on October 24, 2007, and approved by the Grayson County Commissioner's Court on November 19, 2007. The Environmental Health Division justifies the fee increase request in that it is to cover operational costs associated with State Law requirements and administrative demands. The recent law changes pertaining to Retail Food Establishments have generated significant increase in the complexity and technical resources associated with food establishment health inspections. Specifically, the average amount of time necessary to conduct initial, routine, and follow-up inspections, as well as training has risen significantly. Further, the complexity of inspection parameters, such as food handling protocols/employee hygiene relating to food borne disease transmission, have been added to the growing list of food safety criteria. This proposed amendment will align the County's request with the City's Code of Ordinances.

Origination

Marshall Ward, R.S., Chief Sanitarian

Amanda Ortez, R.S.

Environmental Health Division of the Grayson County Health Department

Financial Consideration

There is no financial impact to the City of Sherman

Staff Recommendation

It is recommended that the City Council approve the proposed amendment to the Code of Ordinances.

Alternatives

No alternatives are suggested.

Attachments

Ordinance No. 5506

Grayson County Health Department Fee Schedule 2008

Prepared by:

Doreen E. McGookey, City Attorney

Approved by:

George Olson, City Manager

ORDINANCE NO. 5506

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, "HEALTH AND SANITATION", ARTICLE 6.02, "FOOD ESTABLISHMENTS", AT SECTION 6.02.003, "PERMIT APPLICATION AND FEES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 6 of the Code of Ordinances, "Health and Sanitation", Article 6.02, "Food Establishments", be amended at Section 6.02.003 to read as follows:

Sec. 6.02.003 Permit application and fees

(a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required, may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

(b) Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

(c) *The fee schedule for permits authorized by this Article will be set by the regulatory authority.*

~~The following fee schedule applies to permits issued under this article:~~

~~(1) Permit fees under this article are as follows: Each food service establishment, retail food store, mobile food vending unit, or roadside food vendor operating within the city shall pay a fee based on the number of employees employed by the facility. The following table shall be used to determine the permit fee.~~

Number of employees:	1-5	Over 5
Permit fees:	\$100.00	\$150.00

~~All mobile food concessions, either food service or retail sales, will pay permit fees according to the table unless classified as temporary. Each temporary food service establishment or temporary retail food sales operation shall pay \$25.00 per period of operation (said period shall not exceed four days).~~

- ~~(2) The following fees shall be charged for plan review as required by this article: \$75.00 for new structures and extensive remodeling of existing facilities that renew or replace plumbing, electrical kitchen equipment, or change the existing structure.~~
- ~~(3) The following fees shall be charged for food handler and food manager permits:~~
- ~~(A) Food handler permit: \$15.00 for a 3-year permit~~
- ~~(B) Food manager permit: \$25.00 for a 3-year permit~~
- ~~(4) The following fees shall be charged for late surcharge and reopening fees for food establishments:~~
- ~~(A) Late surcharge: \$50.00 late fee~~
- ~~(B) Reopening fee: 50 percent of permit fee~~
- ~~(5) (d) All permit fees shall be paid to the regulatory authority.~~

SECTION 2. 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 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2007.

ADOPTED on this the _____ day of _____, 2007.

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

Grayson County Health Department Fee Schedule 2008

FOOD ESTABLISHMENTS

(Based on number of employees)

Current Fee: 0 - 5 employees - \$150.00

6 - 15 employees - \$250.00

16 - or more employees - \$300.00

Proposed Fee: 0 - 5 employees - \$200.00

6 - 15 employees - \$300.00

16 - or more employees - Same no Change

MOBILE FOOD UNITS

Current Fee: \$150.00

Proposed Fee: \$200.00

SNOW CONE (no other foods)

Current Fee: \$100.00 (regardless of number of employees)

Proposed Fee: \$150.00 (regardless of number of employees)

TEMPORARY FOOD SERVICE

Current Fee: Private - \$25.00

Nonprofit- Exempt

Proposed Fee: Private - \$35.00

Nonprofit- Exempt

CHILD CARE FACILITY

Current Fee: \$150.00 (Maximum rate allowable by law)

Proposed Fee: Same no change

PLAN REVIEW FEE FOR FOOD ESTABLISHMENTS

Current Fee: \$100.00

Proposed Fee: \$150.00

FOOD ESTABLISHMENT LATE SURCHARGE FEE

Current Fee: \$50.00

Proposed Fee: Same no change

REINSPECTION FEE (SUSPENDED HEALTH PERMIT/UNSATISFACTORY INSPECTION RATING/VOLUNTARY CLOSURE DUE TO IMMINENT HEALTH HAZARD)

Current Fee: 50 percent of annual health permit fee

Proposed Fee: same no change

FOOD HANDLER PERMIT

Current Fee: \$20.00 cash per person – Two year permit

Proposed Fee: same no change

FOOD MANAGER PERMIT

Current Fee: \$50.00

Proposed Fee: same no change

SWIMMING POOL PERMIT

Current Fee: \$300.00 for each location, regardless of the number of pools
Proposed Fee: same no change

SWIMMING POOL PLAN REVIEW

Current Fee: \$100.00
Proposed Fee: \$150.00

SWIMMING POOL PERMIT

Current Fee: \$300.00 for each location, regardless of the number of pools
Proposed Fee: same no change

SWIMMING POOL TRAINING CLASS

Current Fee: \$15.00 per person
Proposed Fee: same no change

SWIMMING POOL LATE SURCHARGE FEE

Current Fee: \$50.00
Proposed Fee: same no change

SEPTIC WASTE TRANSPORTER PERMIT

Current Fee: \$50.00 per truck
Proposed Fee: same no change

SEPTIC WASTE TRANSPORTER LATE SURCHARGE FEE

Current Fee: \$50.00 per company (not per truck)
Proposed Fee: same no change

WATER SAMPLING FOR LABORATORY ANALYSIS

Current Fee: \$75.00
Proposed Fee: \$125.00

ACCIDENTS/SPILLS

Current Fee: \$50.00 per hour
Proposed Fee: same no change

ENVIRONMENTAL COMPLAINTS

Fee: No charge



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. B.5

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5503, 5504, 5505 and 5506

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5503

Providing for a Permanent “Stop” Sign at the Intersection of Knollwood Drive and North Creek Drive, Stopping Southbound Traffic on Knollwood Drive within the City Limits of the City of Sherman

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5504

Providing for a Permanent “Fifteen Minute Parking Only” Sign at 115 South Travis Street within the City Limits of the City of Sherman

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5505

Providing for Two (2) Permanent “Fifteen Minute Parking Only” Signs Along the South Side of Houston Street within the City Limits of the City of Sherman

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5506

Amending Chapter 6 of the Code of Ordinances, “Health and Sanitation”, Article 6.02, “Food Establishments”, at Section 6.02.003, “Permit Application and Fees”



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. B.6

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5133

Authorizing Execution of an Interlocal Cooperation Agreement with Grayson County, Texas, for the Grayson County Health Department's Environmental Health Division Related Services

C.4 * RESOLUTION NO. 5136

Authorizing Execution of a Service Agreement with Intermedix Technologies, Inc. Providing for the Billing and Collection of Ambulance Fees

C.5 * RESOLUTION NO. 5137

Adopting a Permanent Loan Agreement and Interlocal Agreement with the Texoma Council of Governments for a Grant Funded Vehicle

C.6 * RESOLUTION NO. 5138

Authorizing the Purchase of an Upgrade to the Outdoor Warning Siren System from Federal Signal Corporation

D.1 * REQUEST TO ADVERTISE

Seal Coat Emulsified Asphalt Oil and Stone



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5133**

**Authorizing Execution of an Interlocal Cooperation Agreement
with Grayson County, Texas, for the Grayson County Health Department's
Environmental Health Division Related Services**

Issue

The Environmental Health Division Related Services provided by the Grayson County Health Department

Background

The Grayson County Health Department, through its Environmental Health Division, regulates food establishments and conducts health inspections for the City. This Interlocal Cooperation Agreement with Grayson County is the mechanism that conveys the authority to conduct these functions and services. The Agreement is for one year and will automatically renew unless terminated by one or both parties.

Origination

Marshall Ward, R.S., Chief Sanitarian

Amanda Orteza, R.S.

Environmental Health Division of the Grayson County Health Department

Financial Consideration

There is no financial impact to the City of Sherman. Grayson County's compensation comes from the fees set and collected for these services.

Staff Recommendation

It is recommended that the City Council approve the proposed Interlocal Cooperation Agreement.

Alternatives

While not recommended, the Council could opt not to approve the Interlocal Cooperation Agreement and bring these services in-house.

Attachments

Resolution No. 5133

Interlocal Cooperation Agreement

2008 Grayson County Health Department Fee Schedule

Prepared by:

Doreen E. McGookey, City Attorney

Approved by:

George Olson, City Manager

RESOLUTION NO. 5133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH GRAYSON COUNTY, TEXAS, FOR THE GRAYSON COUNTY HEALTH DEPARTMENT'S ENVIRONMENTAL HEALTH DIVISION RELATED SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Cooperation Agreement with Grayson County, Texas, for the Grayson County Health Department's Environmental Health Division Related Services, in accordance with the terms and provisions of the contract document attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF GRAYSON §

THIS AGREEMENT, (the “Agreement”), is made and entered into by and between the City of Sherman, Texas a home-rule municipal corporation located in Grayson County, Texas (hereinafter referred to as “City”), and Grayson County, Texas (hereinafter referred to as “County”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791,001, et seq. (the “Act”);

WHEREAS, the City and County are both units of local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens which includes the regulation of food establishments;

WHEREAS, County has agreed to regulate food establishments and conduct health inspections for the City;

WHEREAS, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the parties; and

WHEREAS, County has the staff to regulate food establishments and perform health inspections and the City has a need for such services;

NOW, THEREFORE, for mutual consideration hereinafter stated, the City and the County agree as follows:

I.
TERM

The term of this Agreement shall be for a period of one year commencing on the last date all parties have executed this Agreement (“Effective Date”), and shall thereafter automatically continue for successive terms of one year each, unless sooner terminated as provided herein.

II.
SERVICES

County agrees to regulate food establishments and provide health inspections services for the City, as set forth in Article 6.02 of the Sherman Code of Ordinances, which is incorporated for all purposes to this Agreement (“Article 6.02”).

III.
COMPENSATION

The compensation for services rendered under this Agreement shall be based on the fees set and collected by the County for the services set forth in Article 6.02.

IV.

TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

V.

NOTICE

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below:

City Manager
City of Sherman
220 West Mulberry
P.O. Box 1106
Sherman, Texas 75091-1106

County Judge
County of Grayson
100 West Houston Street
Sherman, Texas 75090

Each, party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

VI.

NEGLIGENCE AND IMMUNITY

County shall be responsible for its sole negligence. City shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law.

VII.

ENTIRE AGREEMENT; AMENDMENT

This Agreement represents the entire and integrated agreement between the City and the County and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

VIII.

GOVERNING LAW

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and exclusive venue shall be in Grayson County, Texas.

IX.

SEVERABILITY

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

X.

AUTHORITY TO SIGN / COUNTY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XI.

ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

“CITY”
CITY OF SHERMAN, TEXAS

“COUNTY”
GRAYSON COUNTY, TEXAS

BY: _____
BILL MAGERS, MAYOR

BY: _____
DRUE BYNUM, COUNTY JUDGE

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
**WILMA BLACKSHEAR BUSH,
COUNTY CLERK**

APPROVED:

APPROVED:

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**

VAN PRICE, ASSISTANT DISTRICT ATTORNEY

Grayson County Health Department Fee Schedule 2008

FOOD ESTABLISHMENTS

(Based on number of employees)

Current Fee: 0 - 5 employees - \$150.00
6 - 15 employees - \$250.00
16 - or more employees - \$300.00

Proposed Fee: 0 - 5 employees - \$200.00
6 - 15 employees - \$300.00
16 - or more employees - Same no Change

MOBILE FOOD UNITS

Current Fee: \$150.00
Proposed Fee: \$200.00

SNOW CONE (no other foods)

Current Fee: \$100.00 (regardless of number of employees)
Proposed Fee: \$150.00 (regardless of number of employees)

TEMPORARY FOOD SERVICE

Current Fee: Private - \$25.00
Nonprofit- Exempt
Proposed Fee: Private - \$35.00
Nonprofit- Exempt

CHILD CARE FACILITY

Current Fee: \$150.00 (Maximum rate allowable by law)

Proposed Fee: Same no change

PLAN REVIEW FEE FOR FOOD ESTABLISHMENTS

Current Fee: \$100.00

Proposed Fee: \$150.00

FOOD ESTABLISHMENT LATE SURCHARGE FEE

Current Fee: \$50.00

Proposed Fee: Same no change

REINSPECTION FEE (SUSPENDED HEALTH PERMIT/UNSATISFACTORY INSPECTION RATING/VOLUNTARY CLOSURE DUE TO IMMINENT HEALTH HAZARD)

Current Fee: 50 percent of annual health permit fee

Proposed Fee: same no change

FOOD HANDLER PERMIT

Current Fee: \$20.00 cash per person – Two year permit

Proposed Fee: same no change

FOOD MANAGER PERMIT

Current Fee: \$50.00

Proposed Fee: same no change

SWIMMING POOL PERMIT

Current Fee: \$300.00 for each location, regardless of the number of pools
Proposed Fee: same no change

SWIMMING POOL PLAN REVIEW

Current Fee: \$100.00
Proposed Fee: \$150.00

SWIMMING POOL PERMIT

Current Fee: \$300.00 for each location, regardless of the number of pools
Proposed Fee: same no change

SWIMMING POOL TRAINING CLASS

Current Fee: \$15.00 per person
Proposed Fee: same no change

SWIMMING POOL LATE SURCHARGE FEE

Current Fee: \$50.00
Proposed Fee: same no change

SEPTIC WASTE TRANSPORTER PERMIT

Current Fee: \$50.00 per truck
Proposed Fee: same no change

SEPTIC WASTE TRANSPORTER LATE SURCHARGE FEE

Current Fee: \$50.00 per company (not per truck)
Proposed Fee: same no change

WATER SAMPLING FOR LABORATORY ANALYSIS

Current Fee: \$75.00
Proposed Fee: \$125.00

ACCIDENTS/SPILLS

Current Fee: \$50.00 per hour
Proposed Fee: same no change

ENVIRONMENTAL COMPLAINTS

Fee: No charge



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. C.2

RESOLUTION NO. 5134

Authorizing Execution of an Agreement with Bucher, Willis & Ratliff for Professional Engineering Design Services for the Reconstruction of Brockett Street from Travis Street to Grand Avenue

Issue

Approve an agreement with Bucher, Willis & Ratliff (BWR) to provide professional engineering design services for the reconstruction of Brockett Street from Travis Street to Grand Avenue

Background

BWR has been selected by the Public Works Department to perform professional engineering design services for the reconstruction of Brockett Street from Travis Street to Grand Avenue. Their proposal was judged the most qualified because of prior street design and construction experience in Waxahachie, Texas involving an in place section of the Interurban Railroad, similar to what we will encounter. The scope of services and fees has been negotiated for the project; and the attached agreement has been reviewed by the City Attorney. Funds have been allocated in the 2007-2008 Capital Improvement Program for this project. Construction is expected to begin in June 2008.

Origination

Department of Public Works

Financial Consideration

The engineering fee for the project is \$229,000.00, which includes basic (design and construction) and special services required.

Staff Recommendation

Authorize the execution of the attached agreement with BWR for this project.

Alternatives

As directed by City Council

Attachments

Resolution No. 5134

Engineering Services Agreement

Location Map

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BUCHER, WILLIS & RATLIFF FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE RECONSTRUCTION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Bucher, Willis & Ratliff is hereby awarded the contract for engineering design services in the total amount of \$229,000.00 to reconstruct Brockett Street from Travis Street to Grand Avenue. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Bucher, Willis & Ratliff for professional engineering design services, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF SHERMAN**, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and **BWR (Bucher, Willis & Ratliff Corporation)**, a Kansas Corporation, hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Brockett Street Improvements (Travis St. to Grand Ave.)** project located in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "B". The contract amount specified in Exhibit "B" shall not be exceeded without the written permission of the City.
5. **Access to the Site and City's Responsibilities.** City agrees to provide access to the Project area necessary for Engineer to complete its work. The City's responsibilities are set forth in Exhibit "C."

6. **Insurance.** Prior to commencement of the work Engineer shall provide a current certificate of insurance to City demonstrating that Engineer has in effect worker's compensation coverage. Engineer shall also have: (1) automobile liability coverage, (2) professional coverage, and (3) general liability coverage providing a minimum of \$1,000,000 coverage per occurrence and aggregate. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences that demonstrates that the required coverage, conditions, and limits required by this Agreement are in full force and effect. Certificates shall state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits (Change in Coverage) prior to the receipt of written notice provided to the City at least thirty (30) days prior to the effective date of such Change in Coverage.

7. **Indemnity.** ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE. THIS INDEMNIFICATION DOES NOT APPLY TO ACTS OR CLAIMS THAT ARE THE RESULT OF THE CITY'S SOLE NEGLIGENCE. This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the City against claims arising from the exercise of governmental powers and functions.

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

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by

Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. Complete Contract. This Agreement, including Exhibits "A" and "B," constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. Mailing of Notices. Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Public Works
P.O. Box 1106
Sherman, Tx. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Douglas K. Showers, P.E.
Bucher, Willis & Ratliff, Corp.
8140 Walnut Hill Lane, Suite 900
Dallas, Texas 75231
214-373-7873 (O); 214-373-7875 (F)
dshowers@BWRcorp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **City Approval.** City shall have the right to disapprove any portion of Engineer's services on the Project on any reasonable basis. In the event that Engineer's services in the design phase are not approved by the City, Engineer shall proceed, as requested by the City, with revisions to the services or documents prepared for that Phase in a manner that satisfies the City's objections. These revisions will be made without adjustments to Engineer's compensation unless revisions are made to drawings previously approved by the City, in which case compensation shall be in accordance with the agreed upon rates set forth herein. No payment will be made for additional work without the City's written approval for such work before services begin.

15. **City Objection to Personnel.** If City has any reasonable objection to any of Engineer's personnel or consultant's retained by Engineer, Engineer shall promptly propose substitutes to whom the City has no reasonable objections.

16. **Miscellaneous.**

A. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

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

C. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

D. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. **Mediation.** Engineer and City desire an expeditious means to resolve any disputes that may arise between under this Agreement. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party mediator who will be selected by agreement of the parties. If the parties are unable to resolve the dispute by mediation, then the parties can pursue any applicable legal remedies.

F. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date. This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER
A Kansas Corporation

George Olson
Acting City Manager

BY: Robert K. Franke, P.E.

TITLE: PRINCIPAL, OFFICE MANAGER

DATE:

DATE:

APPROVED AS TO FORM:

Doreen E. McGookey
CITY ATTORNEY

BROCKETT STREET RECONSTRUCTION PROJECT (TRAVIS STREET TO GRAND AVENUE)

SCOPE OF SERVICES

EXHIBIT "A"

PROJECT DESCRIPTION

Brockett Street is an integral link in the connection of Austin College to the downtown core of Sherman. In the distant past the Inner Urban Railroad ran along Brockett Street. Evidence of the track rail and concrete ballast still exist and will affect the current reconstruction plans for Brockett Street. The City desires to provide an aesthetic link from Travis Street to the Austin College campus and Grand Avenue.

At this time the City has divided the project into two sections. *Project "A"* includes the section of Brockett between Travis and Porter (approx. 3150 lf). No recent pavement or drainage improvements have been completed on this section of roadway. Drainage exists, however inlet and system capacity are believed to not currently meet the design storm requirements. The asphaltic concrete pavement is distressed and curb lines will need replacement. The City plans to create a 37-foot back to back curb section with asphalt or concrete driving lanes and a block paver drivable 'median'. Landscape feature and added illumination will be included to improve the look and feel of this important gateway corridor.

Project "B" includes the section of Brockett between Porter and Grand (approx. 1850 lf). This roadway runs in front of the entrance to Austin College. At this time the curb and gutter, asphalt pavement and landscape features have been completed. The current project would include a replacement of some asphalt pavement area with block pavement and the *potential* replacement of the balance of the existing asphalt pavement with concrete pavement. Drainage and landscape/hardscape are already in place.

There are unique issues that BWR will deal with on this important project. *First*, the inclusion or removal of the inner urban rail line will significantly affect the budget (removal will be costly). In the concept stage we will evaluate and make a recommendation for the preferred pavement surface material (PCC or HMA), sub-grade support design for the interlocking block pavement components, and drainage design.

Second, based on information provided by the City staff, the available right-of-way appears to be 60-feet. Our survey team will provide the deed research to verify this information and identify where additional ROW and easements may be required to allow for installation of landscape features and the meandering sidewalks.

Third, utility poles are currently located within the ROW. We have been informed that the utility company is aware that the poles are to be moved. We will also coordinate with the City to evaluate the option to direct bury electrical and telephone while staying within the assigned budget parameters.

Fourth, the railroad right-of-way offers a specific drainage and sidewalk access issue. We will need to coordinate with the railroad to identify how to provide pedestrian access across the rail ROW. In preliminary conversation with the City we have recommended that the City provide sidewalk up to 8-feet from the center line of each track. We will communicate with the Railroad to recommend connection of the accessible route across the balance of the track section.

Fifth, the Landscape plans provided to BWR will be reviewed and recommendations for provision of features that match that previously installed adjacent to Austin College.

Lastly, the street has been overlayed several times with driveway access at or below the edge of the street pavement. BWR will prepare drainage modifications to maintain current storm flow and handle the 100-year storm throughout the project site. Off-site drainage will not be modified at this time.

The parameters for design of the improvements shall include the following:

1. For *Project "A" (Travis to Porter)*, replacement of existing street with new 37-foot bc-bc asphalt or concrete paving section with concrete block pavement as the median section as indicated in concept on the 2002 Isbell Engineering Group exhibits.
2. For *Project "B" (Porter to Grand)*, strategically remove asphalt pavement in the proposed median section and replace with concrete block pavement as described above.
3. Replacement of existing driveway approaches to the ROW line and beyond if necessary due to grade changes.
4. Design of sidewalks and barrier free ramps. New sidewalks and ramps shall be installed to meet City of Sherman requirements along with ADA and TDLR.
5. Replace / upgrade / add storm sewer system to carry 100-year Design storm runoff.
6. Adjustment of existing water lines to the size determined by the city to clear sewer improvements.
7. Replacement of existing sanitary sewer line if deemed necessary by the city, including manholes and services. Services shall be replaced to the R.O.W. line and include new clean-outs.
8. Work zone traffic control and construction sequencing.
9. Construction Erosion Control Plans (SWPPP prepared and submitted by Contractor).
10. Post-Construction erosion control (sodding).
11. Scale of 22"x34" plans shall be 1"=20' Horizontal; 1"=4' Vertical.
12. Radii for curb returns for intersections and alleys shall meet city standards.
13. All design work will be prepared in CAD, with electronic files in AutoCAD format submitted to the City upon final record drawings.
14. Submittals to the City of work-in-progress shall be at 30%, 65%, 95%, and 100% stages of completion. For each stage of review, two (2) sets of drawings will be furnished to the City.
15. Standards and typical construction details of the City or NCTCOG may be referred to in the specifications and on the drawing rather than re-draw the standard detail.
16. Special details that are not included as a standard by the City shall be included in both plans and specifications.
17. Determine what other entities will need to review the plans before construction can begin i.e. TDLR (Texas Department of Licensing and Regulation), TCEQ (Texas Commission on Environmental Quality, THC (Texas Historical Commission), TxDOT, FEMA, and any other entities that might need to review these plans.
18. Assist the city in preparing applications/letters/plan sets to be distributed to any entity for review purposes.
19. Prepare plans to bid the improvements between Travis and Grand as the base bid package with additive or deductive alternates for illumination, landscape features and pavement materials if deemed appropriate.

The Engineer shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this project according to the following sections of this agreement.

TASK DESCRIPTIONS – SCOPE OF SERVICES

I. Concept Engineering and Field Investigation Services

- A. *Data Collection* - Obtain pertinent utility plans, street plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the project area from the City. The Engineer will also coordinate with franchise utilities in the area and obtain record information where available. Existing project conditions shall also be documented using digital photography.
- B. *Pre-Design Conference* - Meet with City engineering staff to review project requirements, design criteria, communication procedures, project scheduling, personnel, and other pertinent matters that may influence the project. Additional meetings will be scheduled throughout the length of the project.
- C. *Concept Engineering Design* – Prepare preliminary engineering plans with submittals at thirty percent (30%) completion. The concept engineering design phase will include the following:
 - 1. Utilizing information obtained from the data collection (Section I.A, above), the field survey (Section VI.A, below) and pavement geotechnical investigation (Section VI.C., below), the Engineer will prepare concept plans including the following:
 - a. Locations of existing utilities, infrastructure, buildings, property lines, landscaping, and other pertinent information within or immediately adjacent to the project ROW.
 - b. Establish preliminary horizontal and vertical alignments for paving improvements.
 - c. Delineate drainage areas and make evaluations as to the extent of drainage facilities required for the project.
 - d. Establish preliminary locations for drainage, and improved sewer lines.
 - e. Review existing right-of-way and easements. It has been assumed that the project can be designed to fit within the existing right-of-way. Determine any conflicts and report to City if there are additional services required to acquire right-of-way corner clips or easements. If required, an additional services amendment will be prepared in accordance with Section VI.B. of Exhibit "B" and the unit rates identified therein.
 - f. Coordinate the review of geotechnical information with the Specialty Pavements Engineer (Section VI.C.), in regards to pavement design parameters and the presence of the inner urban railroad concrete ballast in the existing roadway.
 - g. Coordinate with the Specialty Pavements Engineer (Section VI.C.) in regards to pavement materials and construction options with respect to removal of concrete ballast; recommendations of concrete block

pavement or other systems in the median section; and recommendations for drive lane pavement materials.

- h. Preliminary engineering plan sheets shall meet the City standard criteria.
2. Work with affected franchise utilities to obtain accurate information for horizontal and vertical data of existing facilities and identify those to be protected or relocated.
3. Coordinate with other governmental agencies, adjacent developments, and individual property owners as necessary.
4. Prepare Landscape / Streetscape / Hardscape recommendations in schematic and plan sheet format for submittal and review by the City.
5. Prepare updated estimated construction quantities and opinion of probable construction costs for thirty percent (30%) submittal. Present any potential alternatives, which may provide cost savings to the City.
6. Submit two (2) sets of preliminary plans and estimates to the City for review.
7. Meet with franchise utilities, if required, to communicate project details.
8. Meet with the City to discuss preliminary plans and estimates at the scheduled intervals. Discuss preliminary construction sequencing, traffic control, property access, and construction storm water runoff issues.
9. Attend one public meetings, if required, to communicate project details to citizens, council members, or other interested parties. City shall provide meeting location and notices.

II. Preliminary Engineering

A. *Preliminary Engineering Design* – Prepare preliminary engineering plans with submittals sixty-five percent (65%) completion. The preliminary engineering design phase will include the following:

1. Utilizing review comments from the concept plan submittal, the Engineer will prepare preliminary plans to include the following additional items:
 - a. Relocation of water and wastewater infrastructure where required.
 - b. Finalize horizontal and vertical alignments for paving improvements.
 - c. Complete drainage areas and design drainage improvements as necessary.
 - d. Prepare final documents for right-of-way and/or easement acquisition, if required.
 - e. Preliminary engineering plan sheets shall meet the City standard criteria.
2. Coordinate work with affected franchise utilities to confirm accurate information for horizontal and vertical data of existing facilities and identify those to be protected or relocated.
3. Coordinate with other governmental agencies, adjacent developments, and individual property owners as necessary.
4. Update and enhance Landscape / Streetscape / Hardscape recommendations in schematic and plan sheet format for submittal and review by the City.
5. Prepare updated estimated construction quantities and opinion of probable construction costs for sixty-five percent (65%) submittal. Affirm decisions on selection of potential alternatives, which may provide cost savings to the City.

6. Submit two (2) sets of preliminary plans and estimates to the City for review. Preliminary submittals will occur at sixty-five percent (65%) completion stage. Additional half size sets shall be submitted at sixty-five percent (65%) completion for distribution to franchise utilities.
7. Meet with franchise utilities, if required, to communicate project details.
8. Meet with the City to discuss preliminary plans and estimates at the scheduled intervals. Discuss preliminary construction sequencing, traffic control, property access, and construction storm water runoff issues.

III. Final Engineering

- A. *Final Engineering Design* – Incorporating comments from the City, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety-five percent (95%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:
 1. Revise and complete preliminary drawings.
 2. Prepare final construction sequencing, traffic control and access plans.
 3. Prepare storm water runoff control plans to comply with City and any federal, state, or local requirements.
 4. Incorporate standard details into the plans and prepare additional details as required.
 5. Final engineering plan sheets shall meet the City standard criteria.
- B. *Project Manual* – prepare project manual including bidding requirements, proposal, bid schedule, special conditions, and technical specifications.
- C. *Final Submittals* - Prepare updated estimated construction quantities and opinion of probable construction costs and submit two (2) sets of engineering plans and project manual, along with revised estimates to the City for review.
 1. Submittals will occur at ninety-five percent (95%) and one hundred percent (100%) completion stages.
 2. Upon final review of one-hundred percent (100%) plans, supply two (2) sets of plans (hardcopy) and bid documents to the City for use during the bid phase.
 3. Supply Notice to Bidders/Invitation to Bid (both hard copy and electronic copy) to purchasing department prior to advertisement.

IV. Bid Phase Services

- A. *Final Printing* – Coordinate final printing of construction plans and project manual for distribution to proposed bidders. The Engineer will recoup cost of bid sets by non-refundable fee from proposed bidders. All plans, project manuals, and other related bidding documents will be distributed from the office of the Engineer.
- B. *Bidding Process* – Assist the City with the bidding process as follows:
 1. Provide bidding documents to Dodge Reports, North Texas Construction Reports.

2. Advertising for Bids.
3. Attend pre-bid conference as required by the City.
4. Address questions from the proposed bidders during the bidding process and issue addenda as necessary.
5. Prepare tabulation sheet for the bid opening and assist the City in securing, opening, tabulating, and analyzing bids received.
6. Prepare final bid tabulations based upon the bids received and furnish electronic bid tabulation sheet along with recommendations on the award of the contract to the lowest qualified bidder. Recommendations will be based upon the following criteria:
 - a. Past work history.
 - b. Financial resources.
 - c. Physical resources to complete the project.
7. Prepare formal contract documents for execution between the Contractor and the City.

V. Construction Administration

- A. *Construction Plans* - Furnish eight (8) sets of final plans (2 full size; 6 half size) for construction for use by the City and the Contractor.
- B. *Pre-Construction Conference* – Meet with the City, the Contractor, and other interested parties to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the project.
- C. *Construction Observation* – Perform periodic site visits to determine the overall progress of construction and conformance with plans and specifications and attend monthly progress meetings if needed.
- D. *Pay Requests* – For this project, the review and quantity determination of all pay requests shall be through the City. The Engineer will review the pay request for conformity and calculation.
- E. *Changes & Reviews* – Review shop drawings, laboratory testing reports, field change requests and change orders. Provide written responses to requests for information or clarification to City or Contractor. Prepare and process routine change orders as they pertain to the original scope of work. Upon substantial completion of construction, the Engineer will conduct a final project walkthrough with the Contractor and City and provide a punch list of outstanding issues.
- F. *Record Drawings* – Prepare record drawings utilizing City and Contractor as-built information, including one (1) set 22" X 34" Mylar record drawings and one electronic copy of all construction plan sheets in AutoCAD and Tiff Image formats.

VI. Special Services

- A. *Surveying for Engineering Design* – Perform necessary surveying operations for the complete design of the project as outlined in this Scope of Services. Surveying shall include the following:

1. Establish horizontal and vertical control using City criteria.
 2. Tie right-of-way lines, property lines and corners based on plats and physical features, trees three (3) inches in diameter and larger, fence lines, and other visible surface features within the apparent ROW.
 3. Topographic Information including cross sections of the existing ground features as needed for design.
 4. Horizontal and vertical location of all existing facilities within the project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
 5. Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
 6. Verify horizontal and vertical location of existing sanitary sewer facilities.
 7. Tie underground utilities if exposed.
- B. *Surveying for Right-of-Way Parcels* – As identified in Section I.C.1.e, above, it is anticipated that the roadway will be constructed within the existing right-of-way. If there are additional parcels required, the necessary surveying operations and RPLS services for preparation of field note descriptions and plats to delineate such right-of-way or easement parcels will be regarded as additional services. When requested by the City, surveying shall include the following:
1. Establish metes and bounds of require right-of-way or easements.
 2. Set corner pins in the field to identify limits of right-of-way takes.
 3. Prepare field note descriptions and plats for each property affected by right-of-way and / or easement acquisitions.
 4. Review, sign and seal documents by a RPLS in the State of Texas.
 5. Provide 3 copies of such to City for use as legal description by City Attorney.
- C. *Geotechnical Investigation & Testing; Specialty Pavement Engineering* – Provide necessary sub-surface investigations through boring and coring methods to determine the soil characteristics and parameters, and to document the thickness the asphalt pavement above the concrete inner urban rail ballast and the thickness of the concrete ballast.
- The Specialty Pavement Consultant will review geotechnical information with respect to pavement design parameters and the presence of the inner urban railroad concrete ballast in the existing roadway. He will also provide pavement materials and construction options with respect to removal of concrete ballast; recommendations of concrete block pavement or other systems in the median section; and recommendations for drive lane pavement materials.
- D. *Electrical Engineering for Illumination* – Provide engineering design services for conduit layout, transformer location, conductor sizing and pole base locations to illuminate Brockett Street. ONCOR will provide the pole and lamp options with lighting array parameters. ONCOR will provide the transformer, conductor wire and lamp poles including installation during the construction phase.

VII. Exclusions

The scope of this proposal specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees:

- A. Computer modeling and routing of water flows;
- B. Final Plat;
- C. Environmental assessment or remediation;
- D. Fees for permits and bid advertising;
- E. Traffic engineering reports or studies;
- F. Floodplain reclamation plans or floodplain analysis;
- G. Construction Inspection;
- H. Designs for Trench Safety;
- I. Consulting services by others not included in proposal;
- J. Quality control and testing services during construction;
- K. Alternate additions not included in the original scope;
- L. Improvements outside the project limits;
- M. Legal descriptions and exhibits for additional ROW, and ROW acquisition;
- N. Engineering design for utility improvements/relocations excluding limited adjustments and the sanitary sewer identified in the scope of services;
- O. Additional printing of the contract documents for distribution to the Contractor;
- P. Construction staking.

VII. Project Schedule

Execution of Contract with Sherman City Council December 17, 2007

Conceptual Design (30% submittal)	January 21, 2008	(0 - 30%)
Preliminary Design (65% submittal)	February 24, 2008	(31% - 65%)
Pre-Final Design (95% submittal)	March 17, 2008	(66% - 95%)
Final Design (completed plans)	March 24, 2008	(96% - 100%)
Project Bid Phase March 30-April 15, 2008		

EXHIBIT "B"
PAYMENT SCHEDULE

(All fees not to exceed without prior approval)

A. BASIC SERVICES

For and in consideration of Basic and Special Services to be rendered by ENGINEER, CITY OF SHERMAN agrees to pay, based on the fees indicated below, with the total fee not to exceed **Two Hundred Twenty-Nine Thousand Dollars (\$229,000.00)**. Partial payments to ENGINEER will be made on the basis of monthly statements rendered to and approved by the CITY OF SHERMAN; however, under no circumstances shall any monthly statement for services exceed the value of work performed at the time a statement is rendered. Payment for the services shall be due and payable within one month of submission of a statement for services. A summary of the fee is as shown below:

BASIC SERVICES

I.	CONCEPT ENGINEERING AND FIELD INVESTIGATION SERVICES (20% of Total Basic Service Fee)	=	\$ 35,490
II.	PRELIMINARY ENGINEERING SERVICES (18% of Total Basic Service Fee)	=	\$ 30,420
III.	FINAL DESIGN SERVICES (48% of Total Basic Service Fee)	=	\$ 81,120
IV.	BID PHASE SERVICES (3% of Total Basic Service Fee)	=	\$ 5,070
V.	CONSTRUCTION ADMINISTRATION (10% of Total Basic Service Fee)	=	<u>\$ 16,900</u>
	TOTAL BASIC SERVICES FEE	=	\$ 169,000

SPECIAL SERVICES

VI.A.	SURVEYING FOR ENGINEERING DESIGN (LS)	=	\$ 25,000
VI.B.	ROW PARCELS (T & M), none anticipated	=	\$ 0
VI.C.	GEOTECHNICAL INVESTIGATION & TESTING; SPECIALTY PAVEMENT ENGINEERING (LS)	=	\$ 16,000
VI.D.	ELECTRICAL ENGINEERING FOR ILLUMINATION ALONG ROAD ALIGNMENT AND STREETScape (LS)	=	\$ 13,500
VI.E.	PRINTING/PLOTTING/REPRO (per cost sch.)	=	\$ 3,000
VI.F.	OFFICE EXPENSES/MILEAGE/COMPUTER (LS)	=	<u>\$ 2,500</u>
	TOTAL SPECIAL SERVICES FEE	=	\$ 60,000

TOTAL SERVICES FEE = \$ 229,000

It is specifically understood and agreed that ENGINEER shall not be authorized to undertake any work pursuant to this Agreement which would require payment by the CITY OF SHERMAN for any charge, expense, or reimbursement above the fee as stated without obtaining written authorization from the CITY OF SHERMAN.

COSTS BASED ON HOURLY RATES

Compensation to BWR for approved hourly reimbursable services shall be computed on the basis of:

<u>Position</u>	<u>Rate/Hour</u>
Principal	\$ 180.00
Sr. Project Manager	\$ 160.00
Sr. Engineer	\$ 135.00
Landscape Architect	\$ 135.00
Engineer	\$ 105.00
Cad Technician	\$ 95.00
Administrative	\$ 75.00
RPLS	\$ 130.00
Two-man Crew	\$ 130.00

Rates for In-house Services and Printing

<u>Description</u>	<u>Rate</u>
Bond	\$5.00 per plot
Vellum	\$8.00 per plot
Mylar	\$12.00 per plot
Blackline Prints	\$0.45 per square foot
Offset and Xerox Copies	\$0.10 per single side copy
Offset and Xerox Copies	\$0.20 per double side copy
GBC Binding (Reg. Cover)	\$4.00 per book
Mileage	Current IRS-Approved Rates

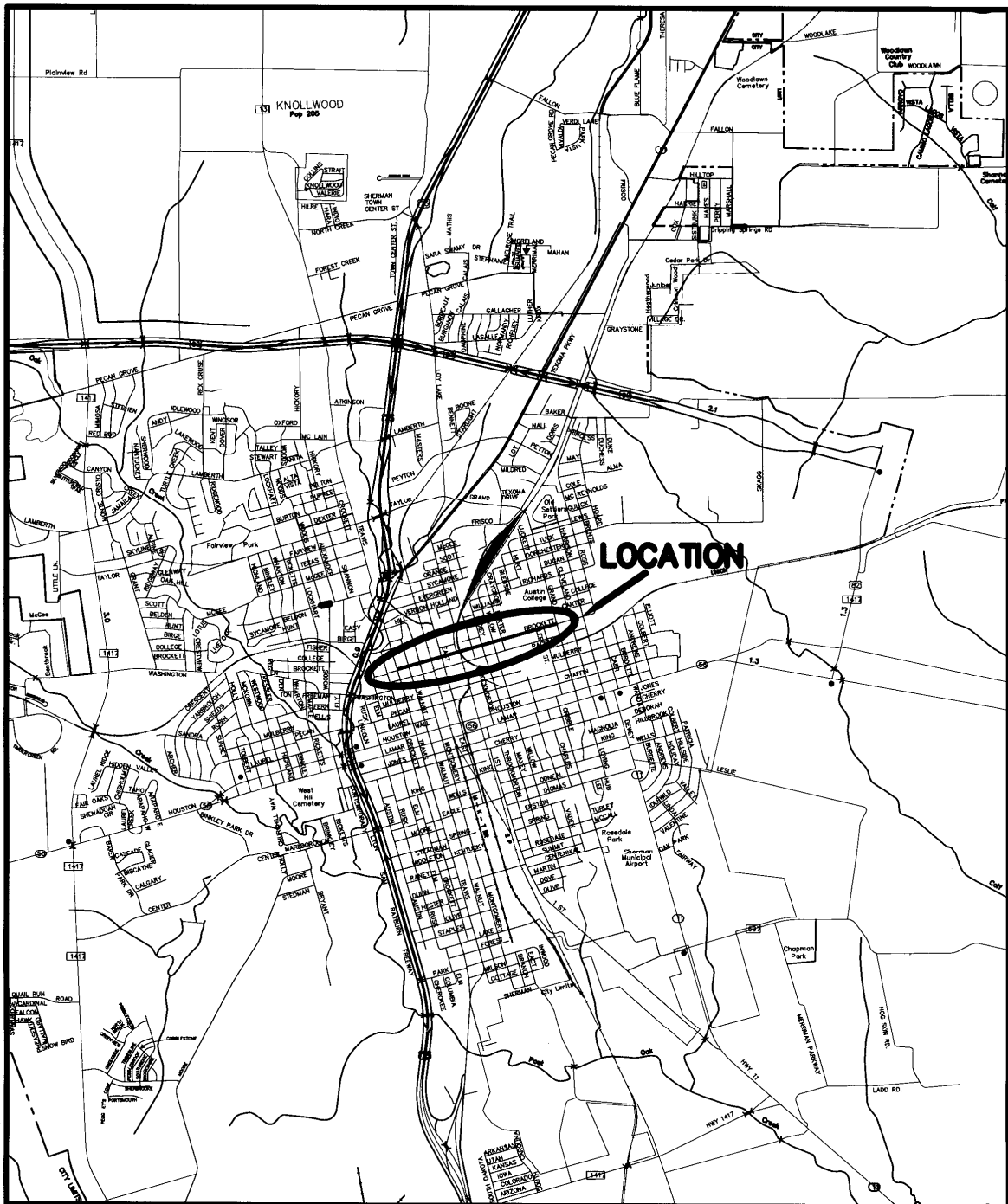
Other Direct Expenses

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include out sourced printing and reproduction expense, communication expense, and other miscellaneous expenses directly related to the work, including costs of work required to be done by independent persons other than staff members.

These rates are effective through December 31, 2008, and are subject to adjustment beginning January 1, 2009, and each January 1 thereafter.

EXHIBIT "C"
CITY RESPONSIBILITIES

1. Provide as-built plans, plats, standards, design criteria
2. Provide project management
3. Provide inspections services
4. Provide construction materials testing services
5. Provide bid advertisement
6. Provide right-of-way procurement
7. Provide prompt review and comments for milestone submittals



BROCKETT STREET IMPROVEMENTS 2008
 TRAVIS STREET TO GRAND AVENUE
 AGREEMENT FOR ENGINEERING SERVICES



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. C.3

RESOLUTION NO. 5135

Authorizing Execution of an Easement into the Street Right-of-Way of Dugan Street in the City of Sherman

Issue

To consider an easement into the street right-of-way of Dugan Street, as requested by Austin College

Background

Austin College plans to construct a private street from Luckett Street to the intersection of Hurt Street and Dugan Street. An easement is requested to construct a portion of the private road within the right-of-way of Dugan Street.

Origination

Heidi B. Ellis, Vice President of Business Affairs for Austin College

Financial Consideration

None

Staff Recommendation

The staff has no objections to the proposed easement and recommends approval.

Alternatives

As may be directed by the City Council

Attachments

Austin College's Request Letter dated November 26, 2007

Resolution No. 5135

Easement

Exhibits "A" and "B"

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

Jeff Miller
Doreen McGrokey



Austin College
1849

November 26, 2007

Mr. George Olsen, City Manager
City of Sherman, Texas
Post Office Box 1106
Sherman, Texas 75091-1106

Re: Austin College
Extension of Dugan Street
Sherman, Texas
PSP Project No. 307007.04

Dear Mr. Olsen:

The New Forster Arts Complex is nearing completion and its main entrance is immediately off Richards Street which, has been purchased from the City of Sherman. The College plans to close a portion of Richards Street from Luckett Street to the previous intersection of Hurt Street to create access to the Forster Arts Complex from the existing campus.

In order to accomplish the above and provide vehicular access around the new complex, we propose to modify the existing intersection at Richards and Luckett Streets and extend Dugan Street from Luckett Street to its present location near the intersection of Hurt Street. Accordingly, we hereby request an encroachment into the Luckett and Dugan Street Right-of-Ways to make the necessary modifications and connections to the existing streets.

We are enclosing a copy of a drawing which graphically describes the changes proposed.

The City Council's approval of this request to modify the intersection at Richards and Luckett Street and for encroachment into Dugan Street will be appreciated.

Yours truly,

Heidi B. Ellis
Vice President for Business Affairs

Enclosures

cc: Mr. James M. Shankles, Jr., P.E., City Engineer
Mr. Clifford W. Lloyd, AIA, Page Southerland Page, L.L.P.
Mr. Darren Andrews, P.E., Charles Gojer and Associates, Inc.

AUSTIN COLLEGE

900 NORTH GRAND AVENUE SHERMAN, TEXAS 75090-4400 903-813-2000
www.austincollege.edu

RESOLUTION NO. 5135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT INTO THE STREET RIGHT-OF-WAY OF DUGAN STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an easement into the Street Right-of-Way of Dugan Street, in substantially the same form as presented at this meeting, for the construction and use of a private road, in accordance with the field notes and the survey 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00), and other good and valuable consideration to them cash in hand paid by the **AUSTIN COLLEGE**, a Texas Corporation, hereinafter called "GRANTEE", the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents does **GRANT, SELL, and CONVEY** unto the said GRANTEE a 20.0 foot wide easement for the construction and use of a private road by the GRANTEE in a tract of land out of the Mildred Heights Addition, Vol. 191, page 1, situated in the City of Sherman, County of Grayson, State of Texas, described in Exhibit "A," attached hereto and made a part hereof for all purposes, together with the right of ingress and egress over and along the easement and over GRANTOR adjacent lands, if necessary, to or from the easement for the purpose of and with the right to patrol, remove, repair, replace, reconstruct, improve, and maintain such private road, and that this agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of the GRANTEE, his successors and assigns.

GRANTEE shall restore the surface of the easement area to the same or better condition that existed prior to the installation of the private road should GRANTEE ever cease to use the easement.

TO HAVE AND TO HOLD THE SAME, together with, all and singular, the rights and appurtenances thereto in anywise belonging to the said GRANTEE, his successors and assigns forever, and GRANTOR do hereby bind their himself, his successors and assigns, to Warrant and Forever Defend, all and singular, the said easement unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

INDEMNIFICATION. That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorneys fees which may occur in any manner by reason of any matter, fact, or thing arising from this conveyance and use of this easement.

This instrument shall be construed as conveying an easement to the GRANTEE for the construction and use of a private road, and fee title is reserved by GRANTOR, his successors and assigns, subject to such easement. The payment of the purchase price of said easement shall be considered full compensation for the land taken and for any damages that may be claimed or asserted by virtue of the use of said easement by the GRANTEE for the purposes herein granted.

IN WITNESS THEREOF on this the _____ day of _____, 2007.

CITY MANAGER
GEORGE OLSON

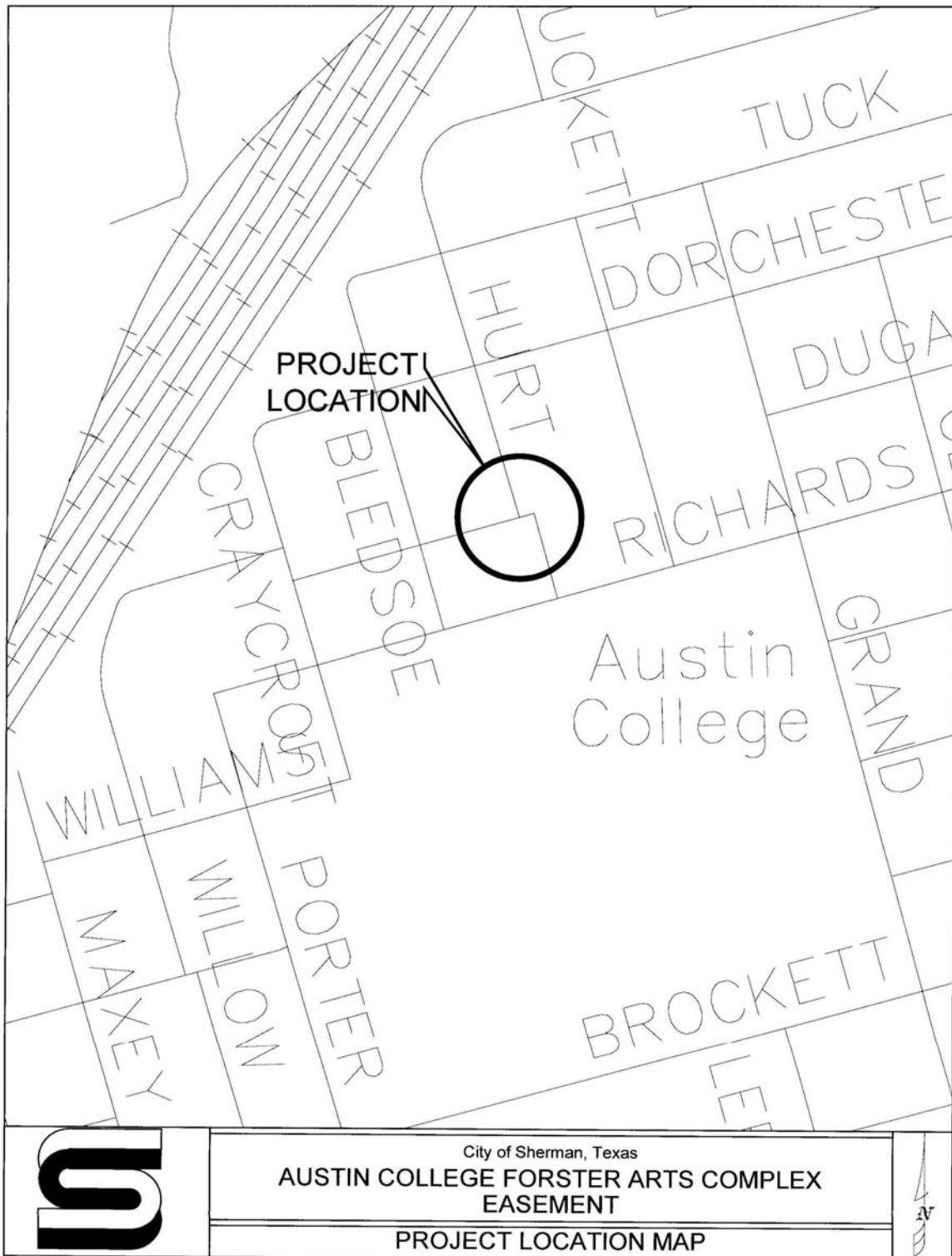
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared George Olson, City Manager for the City of Sherman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5136**

**Authorizing Execution of a Service Agreement with Intermedix Technologies, Inc.
Providing for the Billing and Collection of Ambulance Fees**

Issue

To consider the award of a service contract with Intermedix Technologies, Inc. to provide medical billing services for the Sherman Fire Department

Background

Intermedix Technologies, Inc. currently provides medical billing services for the Sherman Fire Department. That agreement will expire on January 31, 2008. An RFP for medical billing services was issued on November 18, 2007. Intermedix submitted the only response, proposing no change in their fee of 9.71% of the total amount collected.

Origination

J. J. Jones, Fire Chief

Financial Consideration

Compensation paid to Intermedix Technologies will be 9.71% of the total amount collected on each account, plus \$1.00 per NPP Notice for providing billed patient required HIPAA-compliant Privacy Notice. Annual collection fees are estimated to be \$150,000 to \$175,000, and are appropriated in the fiscal year 2007-2008 budget.

Staff Recommendation

It is recommended that the City Council approve the service agreement with Intermedix Technologies, Inc. for the specified services.

Alternatives

None recommended

Attachments

Resolution No. 5136
Service Agreement
Exhibits A and B

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH INTERMEDIX TECHNOLOGIES, INC. PROVIDING FOR THE BILLING AND COLLECTION OF AMBULANCE FEES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to enter into a Service Agreement with Intermedix Technologies, Inc. of Fort Lauderdale, Florida, such contract terms being first approved by the City Attorney and being the same or substantially the same as contained in the agreement attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN MCGOOKEY,
CITY ATTORNEY

**AGREEMENT BETWEEN
CITY OF SHERMAN, TEXAS
AND
INTERMEDIX TECHNOLOGIES, INC.
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES.**

THIS AGREEMENT, hereinafter "AGREEMENT", made and entered into this ___ day of _____, 2007 by and between the CITY OF SHERMAN, a Texas municipality, with principal offices located at 220 West Mulberry, Sherman, Texas 75090, hereinafter referred to as the "CITY", and Intermedix Technologies, Inc., a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1002, Fort Lauderdale, Florida 33308, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY is requesting the CONTRACTOR to provide the required services;
and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF PROJECT. During the term of this contract, CONTRACTOR shall be exclusively responsible for the billing and collection of all charges and fees relating to the services provided by CONTRACTOR pursuant to Section 2, including but not limited to private insurance, Medicare, Medicaid, and other governmental programs.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work as defined in "EXHIBIT A – Scope of Work", which is attached hereto. All payments shall be paid directly to CITY or via Locked-Box facility as directed by the CITY.

3. TIME OF PERFORMANCE. This AGREEMENT shall be effective for a four-year period from January 1, 2008 through December 31, 2011, under the terms and conditions contained herein unless otherwise terminated. This AGREEMENT shall renew automatically for a period of one additional year at the end of the initial term unless the AGREEMENT is terminated in accordance with section "12. TERMINATION". All terms and conditions hereof shall remain in full force and effect during any renewal term.

4. COMPENSATION AND METHOD OF PAYMENT.

4.01 The CITY reserves the right to request changes in the services within the general scope of the AGREEMENT to be performed upon mutual agreement by the CITY and CONTRACTOR that shall specify the change ordered and the adjustment of time and compensation required therefore.

4.02 Any services added to the scope of this AGREEMENT by a change order shall be executed in compliance with all other applicable conditions of this AGREEMENT. No claim for

additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

4.03 The CONTRACTOR shall be paid by the CITY a monthly amount representing fees for the services provided computed as:

4.03(a) Nine and seventy-one one-hundredths percent (9.71%) of all monies collected by CONTRACTOR, plus

4.03 (b) an amount of one dollar \$1.00 per NPP Notice for providing billed patient required HIPAA-compliant Privacy Notice per Scope of Work (OPTIONAL work to be added to Exhibit A if desired by the CITY).

Contractor reserves the right to increase these fees if postage is increased by the United States Postal Service, but only to cover additional postage costs.

4.04 CONTRACTOR shall submit the monthly invoices representing fees for the services provided to the City of Sherman, Attn: Finance Department, 220 West Mulberry, Sherman, Texas 75090. The CITY shall issue a check for the amount invoiced less any disputed amounts, within thirty (30) days of receipt and acceptance of an accurate invoice. CITY's obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, termination or performance. CONTRACTOR will resolve any disputed amounts within 60 days from the date CITY gives notification of a dispute.

4.05 The CITY shall bear the cost of any and all Lock-box services. CITY, should they elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by the CONTRACTOR.

5. DATA MANAGEMENT; DATA ENTRY; ADDITIONAL RECORDS ON WEB ACCESS SYSTEM

5.01 Web Access System. CONTRACTOR will grant to CITY electronic access to all records on file regarding CITY including, but not limited to, medical records, billing records, correspondence regarding accounts, and records on personnel including credentials. It shall be the responsibility of CITY to provide its own necessary computer equipment, computer communication equipment capable of connecting to the Internet and accessing CONTRACTOR's Internet server (hereinafter referred to as "TripTix® Web System").

5.02 TripTix® Web System Training. Upon request of CITY, CONTRACTOR will provide an annual, on-site training class on the use of the TripTix® Web System at a time determined to be mutually convenient to the parties.

5.03 Limitation of Access to TripTix® Web System. Access to data in the TripTix® Web System regarding CITY shall be limited to the employees, representatives and agents of CONTRACTOR and the authorized personnel of CITY. A complete and signed access form for each of CITY's personnel authorized to access the TripTix® Web System must be submitted to and approved by CONTRACTOR. CONTRACTOR shall use its best efforts to maintain the security of the TripTix® Web System, but shall not be responsible for negligence with respect to

password security related to CITY's personnel or other breaches beyond CONTRACTOR's reasonable control.

5.04 Statistical Reporting. Statistical and financial data reports will be available on the TripTix® Web System at all times that the TripTix® Web System is available. The format and content of the statistical data will be established and defined by CONTRACTOR and such reports may be added, modified or deleted without advance notice to CITY. Notwithstanding the foregoing, CITY may request specific, custom reports to be available to it at an additional charge to be negotiated between CONTRACTOR and CITY.

5.05 Acknowledgement with Respect to Reports. With respect to each report generated by the TripTix® Web System, CITY acknowledges and agrees:

(a) Each report represents a "snapshot" of a moment in time, and, as such, the snapshot may not be accurate with respect to financial results on the whole.

(b) The underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation.

(c) The data represented in the report represents only a limited portion of all data available regarding the CITY's business.

CITY thus further acknowledges and agrees that any particular report may not accurately represent the CITY's then-current or future financial condition.

6. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the CITY; however the CONTRACTOR shall have the following authorization to act on behalf of the CITY:

To the extent necessary to fulfill its billing and collection efforts under the AGREEMENT, the CONTRACTOR is authorized to sign *in an administrative capacity* for the CITY the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the CITY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any additional liability on the CITY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT.

7. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from CONTRACTOR's performance, but only to the extent caused by the willful misconduct or the negligent acts or omissions of CONTRACTOR its employees, agents, representatives, consultants, or its SUBCONTRACTORS.

8. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, the following insurance coverage:

- 1) Workers' Compensation Insurance in compliance with the applicable state and federal laws
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence.
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, contracts and independent contractors and, valuable documents in an amount no less than \$500,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverage

1. The CITY, its officers, officials, employees and volunteers are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protections afforded the CITY, its officers, officials, employees or volunteers.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the CITY.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

Contractor shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause if requested. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

9. CONFIDENTIALITY.

9.01 The terms and conditions of this AGREEMENT are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency. Notwithstanding the

foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

9.02 Intellectual Property. CITY agrees that any equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of CONTRACTOR, and that CITY will not release any information regarding such trade secrets to any third party without the prior written consent of CONTRACTOR except when the release of the information is required by law.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this AGREEMENT shall be the sole property of the CITY, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

11. ATTACHMENTS. The following named attachments are made an integral part of this AGREEMENT:

- A. Scope of Work (**Exhibit A** attached hereto and made a part hereof)
- B. Business Associate Agreement (**Exhibit B** attached hereto and made a part hereof)

12. TERMINATION. During the time of this AGREEMENT the CITY or CONTRACTOR may terminate this AGREEMENT either for convenience or for default after first giving to the other party ninety (90) days written notice.

For cases of default, the CONTRACTOR shall be given opportunity to cure the default within a 30 day period following such written notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of AGREEMENT.

Upon termination for any cause, the CONTRACTOR shall submit an invoice(s) to the CITY in an amount(s) representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the CITY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

For purposes of this section, the notice period begins when the CONTRACTOR receives written notice from the CITY.

13. UNCONTROLLABLE FORCES. Neither the CITY nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party

describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

14. JURISDICTION and VENUE. All questions pertaining to the validity and interpretations of this AGREEMENT shall be determined in accordance with the laws of Texas. Any legal action by either party against the other concerning this AGREEMENT shall be filed in Grayson County, Texas which shall be deemed proper jurisdiction and venue for the action.

15. EXPORT LAWS. CITY shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which CITY receives delivery of the Licensed Software which pertain to the Licensed Software.

16. ASSIGNMENT OF AGREEMENT. Except to a parent, subsidiary, or affiliate, the CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this AGREEMENT or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the AGREEMENT, without express prior written consent by the CITY.

17. NOTICES. Any notice given or required to be given under this AGREEMENT shall be in writing and shall be addressed to the Parties hereto at the addresses set out below. Any such notices shall be deemed to have been given (i) if mailed, then three (3) Days following the date such notice is placed in the United States mail in a postage paid wrapper, registered or certified with return receipt requested, addressed to the appropriate Party at the address set forth above for such Party, or to the last address provided in writing to the other Party by the addressee, or (ii) if by any other method, when actually received. Either Party may change its address for the purpose of this AGREEMENT by notice in writing to the other Party in accordance herewith.

To the **CITY**:

City of Sherman Fire Department
ATTN: Fire Chief
318 South Travis
Sherman, Texas 75090

To the **CONTRACTOR**:

Brad Williams
Vice President, Finance
Intermedix Technologies, Inc.
6451 North Federal Highway, Suite 1002
Fort Lauderdale, Florida 33308

18. SEVERABILITY. Should any part, term or provision of this AGREEMENT be by the courts decided to be illegal or in conflict with any law of Texas, the validity of the remaining portions or provisions shall not be affected thereby.

19. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this AGREEMENT it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

[signature pages to follow]

IN WITNESS OF THE FOREGOING, the CITY has caused this AGREEMENT to be signed by its CITY Administrator, attested by the CITY Clerk with the corporate seal of CLIENT NAME, and the CONTRACTOR has executed this Agreement effective as of the date set forth above.

ATTEST:

City of Sherman

By: _____
City Manager

Date: _____

CONTRACTOR
Intermedix Technologies, Inc.
A Delaware Corporation

DOUG SHAMON,
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Intermedix Technologies, Inc.**, a Delaware corporation, and acknowledged execution of the foregoing **AGREEMENT** for the use and purposes mentioned in it and that the instrument is the act and deed of the **Contractor**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____
in the State and County aforesaid on _____, 2007.

Notary Public, State of Florida

My Commission expires:

Exhibit A

Scope of Services

CONTRACTOR shall provide complete medical billing and accounts receivable management services for CITY's ambulance services in accordance with the responsibilities outlined below.

CONTRACTOR's Responsibilities:

CONTRACTOR will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by CITY and information obtained from other reliable sources.

All services will be provided as stated below. The following is a summary of these responsibilities:

1. Provide billing and accounts receivable management services to CITY as required on a case-by-case basis.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the CITY is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by CITY, to CITY's Emergency Medical personnel regarding the gathering of the necessary information and proper completion of run tickets.
5. Provide prompt submission of Medicare, Medicaid and insurance claims after receiving completed run ticket and corresponding insurance claim information. Secondary insurance claims shall be submitted after the primary insurance payor has paid.
6. Provide follow-up on rejected and inactive claims.
7. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
8. Reconcile the number of transports processed with those received
9. Provide a designated liaison for patient/payor concerns.
10. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange.
11. Provide a toll free telephone number for patients to be answered as designated by the CITY.

12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.
13. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
14. Respond to any CITY or patient inquiry or questions promptly
15. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
16. Provide access to CITY for all requested information in order for CITY to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR
17. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided. Process refund requests and provide the CITY with documentation substantiating each refund requested.
18. Provide CITY all unpaid invoices along with the complete processing history once collection efforts are exhausted.

Specific Scope Compliance

The CONTRACTOR will provide the specific services:

1. Assign billing patient numbers providing cross-reference to the CITY'S assigned transport numbers.
2. Maintain responsibility for obtaining missing or incomplete insurance information.
3. Provide accurate coding of medical claims.
4. Make recommendations for fee schedule changes and regularly advise on changes in statutes and industry regulations.
5. Respond to all patients' requests and inquiries, either written or verbal.
6. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
7. Retain all accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after (12) months turn over accounts for which no collection has been made (unless insurance payment is pending).
8. Provide for facilities to permit real-time read only electronic look-up access by CITY to CONTRACTOR'S system to obtain patient data and billing information.

9. Maintain records in an electronic format that is readily accessible by the CITY personnel and that meets all federal and state requirements for maintaining patient medical records.
10. Maintain daily deposit control sheets and original documentation
11. Create, implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).
12. Provide reporting of trauma data required by the Texas Department of State Health Services (TDSHS) with connectivity/interface in a format reasonably required by the State.

CITY's Responsibilities:

1. CITY will provide CONTRACTOR with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. CITY will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, CITY will obtain and provide CONTRACTOR with patient health insurance, auto insurance, or other insurance information.
2. CITY will provide CONTRACTOR with necessary documents required by third parties to allow for the electronic filing of claims by CONTRACTOR on CITY's behalf.
3. CITY will provide CONTRACTOR with its approved billing policies and procedures including fee schedules and collection protocols. CITY will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts.
4. CITY will timely process refunds identified by CONTRACTOR for account overpayments.
5. CITY will provide a Lock Box address to CONTRACTOR and will instruct Lock Box to forward all Lock Box documents to CONTRACTOR for processing if CITY desires to utilize the services of a Lock Box entity.
6. CITY will provide CONTRACTOR with Daily Bank Balance Reporting capabilities via the bank's designated web site.
7. CITY will cooperate with CONTRACTOR in all matters to ensure proper compliance with laws and regulations.

Exhibit B

Business Associate Addendum

CONTRACTOR the "Business Associate" and CITY hereby add the following additional language to the AGREEMENT.

1. CONTRACTOR shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, CONTRACTOR agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of this Addendum.
 - d. Report to CITY any use or disclosure of PHI not provided for by this Addendum of which CONTRACTOR becomes aware;
 - e. Ensure that any agents or subcontractors to whom CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI;
 - f. Make PHI available to CITY and to the individual who has a right of access as required under HIPAA within 30 days of the request by CITY regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by CITY;
 - h. Provide an accounting of all uses or disclosures of PHI made by CONTRACTOR as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CONTRACTOR's and CITY's compliance with HIPAA; and
 - j. At the termination of the AGREEMENT, return or destroy all PHI received from, or created or received by CONTRACTOR on behalf of CITY, and if return is not feasible, the protections of this Addendum will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by CONTRACTOR on behalf of CITY include:

- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CITY to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CITY to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of CONTRACTOR as business associate.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
3. Notwithstanding any other provisions of this AGREEMENT or Addendum, the AGREEMENT may be terminated by CITY if CONTRACTOR has violated a term or provision of this Addendum pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by CITY, result in a violation of the HIPAA privacy rule by CITY.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5137**

**Adopting a Permanent Loan Agreement and Interlocal Agreement
with the Texoma Council of Governments for a Grant Funded Vehicle**

Issue

To consider a permanent loan of a pick up truck and trailer and to enter into an Interlocal Agreement with the Texoma Council of Governments (TCOG)

Background

In August 2006, the City of Sherman was awarded \$36,759.64 in State Homeland Security Grant funds. The Cities of Denison, Gainesville and Sherman and Grayson County elected to combine their grant funds and obtain three incident command vehicles for support of emergency operations and regional mutual aid response to disasters in the Texoma region. Three surplus FEMA trailers and three tow vehicles were purchased with the grant funds. Through this action, one of the vehicles and trailers, purchased and owned by TCOG, will be on permanent loan to the City of Sherman.

Origination

J. J. Jones, Fire Chief

Financial Consideration

All licensing and registration fees will be paid initially by TCOG. Thereafter, the City will reimburse TCOG for the cost of licensing and registration. The City will maintain the vehicle at its expense.

Staff Recommendation

Staff recommends accepting the vehicle on a permanent loan and entering into the Interlocal Agreement with TCOG.

Alternatives

As the City Council directs

Attachments

Resolution No. 5137

Permanent Loan Agreement and Interlocal Agreement for Grant Funded Vehicle

Prepared by:

J. J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A PERMANENT LOAN AGREEMENT AND INTERLOCAL AGREEMENT WITH THE TEXOMA COUNCIL OF GOVERNMENTS FOR A GRANT FUNDED VEHICLE; 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 to enter into a Permanent Loan Agreement and Interlocal Agreement for Grant Funded Vehicle with the Texoma Council of Governments, such terms being first approved by the City Attorney and being the same or substantially the same as contained in the agreement attached hereto and made a part hereof of all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN MCGOOKEY,
CITY ATTORNEY

**PERMANENT LOAN AGREEMENT
and
INTERLOCAL AGREEMENT
FOR GRANT FUNDED VEHICLE**

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

Effective Date: _____, 2007

Owner:	Recipient:
Texoma Council of Governments	City of <u>Sherman</u>

Authorized Agent for Owner:	Authorized Agent for Recipient:
Frances Pelley, Executive Director	Mayor, <u>Bill Magers</u>

AGREEMENT

1. PURPOSE and INTENT:

The Cities of Denison, Gainesville, Sherman and the County of Grayson collaboratively obtained a single grant award of 2006 Homeland Security Grant Funds and Law Enforcement and Terrorism Prevention Funds to be used to obtain incident command communication vehicle(s) for support of emergency management response operations and regional mutual aid response to disasters in the Texoma region. The award was made to Texoma Council of Governments as administrator and manager for this grant funded project.

The purpose and intention of this agreement is to provide for the proper use of all vehicles and equipment procured for such purpose: a 2008 Dodge 3/4-ton pick up truck, v.i.n. 3D7KR26A88G130079 and 300 LTD Skyline RV trailer, v.i.n. 1SE200P246F000923, to be staged at, maintained and deployed by the City of Sherman, together with all grant funded improvements to said vehicles to properly outfit them for use as incident command communication vehicles [hereinafter referred to as "Vehicles"] as purchased by Texoma Council of Governments with U.S. Department of Homeland Security grant funds and to provide for the protection of investment of grant funds by the Cities of Denison, Gainesville, Sherman and the County of Grayson. Reference herein to "member governments" is to these jurisdictions.

2. **USE:** The City of Sherman [hereinafter referred to as "the City"] shall use the equipment, which is described more fully in Exhibit "A" attached hereto and incorporated herein by reference as if set out verbatim, in a careful and proper manner and shall comply with all laws, ordinances and regulations which relate in any way to the possession, use and or maintenance of the described property.

The City shall follow procedures for proper use of Homeland Security Grant Program funded vehicles, including without limitation, the terms and conditions as set out in the GDEM-SAA Information Bulletin No. 1 dated June 16, 2006, which is attached hereto as Exhibit "B".

The City shall hold and safeguard the vehicles and make them available for CBRNE response following the priority of use policy as established by the Governor's Division of Emergency Management, generally defined as:

- a. Local emergencies, State, and Federally declared disasters;
- b. Other agency emergencies pursuant to a mutual aid request;
- c. Local training and exercises
- d. Other agency mutual aid training and exercises;
- e. State training and exercises.

In addition, the agencies with investment in these grant-funded vehicles (the Cities of Denison, Gainesville, Sherman, and the County of Grayson) provide the following response activities for which use of the vehicles is intended:

- a. Any catastrophic incident;
- b. Multi-agency response;
- c. Multi-day incident;
- d. Activation of the Texoma Regional Response Unit of Coordination (TRRUC); or
- e. Large Public Event in Member Jurisdiction.

The authority to activate or use the Vehicles is vested solely in the Mayor or Emergency Management Coordinator for the City.

The Vehicles shall be operated only by trained personnel of the City who are on official duty.

All use of the Vehicles shall be recorded in the Vehicle Operator Log attached to this Agreement as Exhibit "C".

The Cities of Denison, Gainesville and Sherman and the County of Grayson have agreed to participate in the Texas Interoperability Channel Plan issued April 1, 2005, and have executed a Memorandum of Understanding with the Texas Department of Public Safety. All communications equipment set out in the attached Exhibit A shall be programmed for use of the mutual aid frequencies and the regional public safety frequencies necessary to comply with that Plan and the Memorandum of Understanding.

The Cities of Denison, Gainesville and Sherman and the County of Grayson have further agreed to participate in the Texas Homeland Security Regional Response Plan for the Texoma COG region, have adopted the Plan and have each executed the Texoma COG Region Inter-jurisdictional Mutual Aid Agreement. All Vehicles shall be activated in support of the Regional Response Plan as requested.

3. MAINTENANCE, REPAIRS AND INSURANCE: The City shall, at its own cost and expense, keep the equipment as set out in Exhibit "A" in good repair, condition and working order. The City shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever. The City shall, for the term of this Agreement, at its own expense, maintain comprehensive liability insurance with respect to the vehicles in the name of the City with Texoma Council of Governments named only as an additional insured. The City shall provide proof of such coverage upon delivery of the vehicle, upon request by Texoma Council of Governments and on March 15th of each year that the vehicle remains in use.

4. OWNERSHIP OF EQUIPMENT: Texoma Council of Governments retains ownership of the equipment set out in Exhibit "A" and delivers this equipment for use through this permanent loan agreement only for public safety use. The equipment may not be sold, traded, transferred or assigned by the City.

All equipment set out in Exhibit "A" has been delivered to the City prominently marked with the following "*Purchased with funds provided by the U.S. Department of Homeland Security. Property of the Texoma Council of Governments.*" The City agrees not to remove said tags. In addition, the City agrees to the marking of the vehicles with ownership name as required by the laws of the State of Texas to comply with all exempt plate licensing provisions.

The equipment shall be tagged pursuant to the terms of the GDEM-SAA Information Bulletin No. 2 dated August 10, 2006, and attached to this agreement as Exhibit G.

Licensing and registration fees shall be paid initially by Texoma Council of Governments. Thereafter, for each year that the vehicles remain in use, the City shall reimburse Texoma Council of Governments the cost of licensing and registration within 15 days of presentation of request for reimbursement.

5. INSPECTION OF EQUIPMENT: The City shall inspect the property as described in "Exhibit A" upon receipt and agrees to accept said property as is with no warranty, implied or stated, beyond the original manufacturer's warranty, if any.

6. RIGHT TO INSPECT: Any representative of the U.S. Department of Homeland Security, the Governor's Division of Emergency Management, the Texoma Council of Governments, the City of Denison, the City of Sherman or Commissioners Court of Grayson County has the right to inspect or observe the use of the described equipment wherever located, during normal business hours of said user.

7. ~~INDEMNIFICATION: The City shall indemnify and hold Texoma Council of Governments harmless from any injury, malfunction, or liability arising out of the use and or maintenance of the equipment.~~

Initials

____ Sherman

____ TCOG

~~The City shall indemnify and hold the Texoma Council of Governments harmless for any financial liability for loss or damage to the equipment if the loss or damage results from negligence, intentional act or failure to exercise reasonable care to safeguard, maintain, service the item or follow the disposal procedures of the U.S. Department of Homeland Security and the Texas Governor's Division of Emergency Management.~~

8. **SURRENDER, RETURN AND DISPOSITION OF EQUIPMENT:** In the event the equipment is no longer wanted or usable by the City, the City shall notify the Texoma Council of Governments and arrange for return of said equipment. In the event the equipment is no longer needed for the original project of purpose, the property shall be disposed of pursuant to the GDEM-SAA Information Bulletin No. 3 dated August 31, 2006, and attached hereto as Exhibit D.

9. **INVENTORY:** The Texoma Council of Governments shall maintain an accurate record of the described equipment as to location and to whom the said equipment was issued on the Property Inventory Control Log and Property Permanent Loan Forms attached to this Agreement as Exhibits E and F, respectively.

10. **REVIEW:** This agreement shall be reviewed by annual meeting of the HSAC Sub Committee for the Management of Joint 2006 SHSGF Project in June of each year as long as the vehicles remain in use. The Vehicle Operator Logs shall be made available for use at the meeting. The purpose of this annual meeting shall be to review the location and terms of use of the vehicles. It is the intent of the member governments with investment in these Vehicle to reconsider its location and terms of use annually and, if necessary, to prepare and execute a new Permanent Loan Agreement to replace this agreement.

11. **TERMINATION:** This agreement may be terminated upon sixty (60) days notice of either party. Upon termination of this agreement, all equipment as described in Exhibit A attached hereto shall be immediately delivered to the Executive Director of the Texoma Council of Governments at its offices located at 1117 Gallagher Drive, Sherman, Texas, or such other location that TCOG might stipulate. In the event notice of termination is received by the Executive Director of the Texoma Council of Governments, a meeting of the HSAC SubCommittee for the Management of Joint 2006 SHSGF Project shall be posted and held within 30 days.

12. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties and can only be amended in writing signed by both parties.

THIS AGREEMENT AGREED UPON THIS _____ DAY OF _____, 2007.

TEXOMA COUNCIL OF GOVERNMENTS

BY: FRANCES PELLEY
Executive Director

CITY OF

BY: ~~Bill Magers~~
Mayor

EXHIBIT A
LIST OF 2006 JOINT PROJECT
SHSF & LETPP GRANT FUNDED EQUIPMENT

[list to be completed upon completion of procurement process]



Governor's Division of Emergency Management
State Administrative Agency

**GDEM –SAA Information Bulletin
No. 1 June 16, 2006**

To: All Council of Governments
All Texas State Homeland Security Grant Program Points of Contact

From: Jack Colley
Chief, Division of Emergency Management

Subject: GDEM – SAA Homeland Security Grant Program (HSGP) Equipment
Management Guideline– Use of Grant-Funded Vehicles

Purpose: To provide clarification in the proper use of grant-funded vehicles

The issue has been raised as to the extent of use for vehicles approved for chemical, biological, radiological, nuclear and explosive (CBRNE) response efforts that are purchased with funds from the Office of Grants and Training (OGT).

The terms and conditions listed in this statement have been the understood policy of the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA) regarding the storage, maintenance and use of CBRNE response vehicles acquired through OGT funding. This statement lists these terms and conditions in written form to ensure standardization and consistency for the possession and use of these vehicles. The policy does not replace or amend any existing agreement or similar accord relating to management of CBRNE vehicles created by or recognized by the GDEM/SAA.

The agency in possession of the CBRNE response vehicle agrees to:

1. Hold and safeguard the vehicle and make it available for CBRNE response.
2. Use the vehicle to transport CBRNE response equipment and personnel to the incident site. In addition, general purpose (non-emergency response) use of the CBRNE vehicle is prohibited other than as outlined within this policy statement.
 - a. "OGT encourages dual use of vehicles, which means that units can respond to a variety of events, including but not limited to, medical and/or biological events. However, the vehicle must first and foremost be available in case of a CBRNE incident. As a point of clarification, "dual purpose" is not to be interpreted as both emergency use and everyday use. Everyday use would be considered "supplanting", i.e. daily patrols, etc. Jurisdictions cannot supplant any vehicle or equipment already budgeted with local funds
 - b. *OGT expects vehicles to be used for training, exercises, emergency/catastrophic events and special use only. Special use is defined as: used for short period of time or alert duty*

Exhibit B

(on-call). Training can include monthly responses for checking maintenance and viability of equipment and staff preparedness.

- c. Federal guidance prohibits the use of CBRNE response vehicles for executive transportation.
3. Follow the priority of use policy as established by the GDEM/SAA, generally defined as:
 - a. Local emergencies, State, and Federally declared disasters
 - b. Other agency emergencies pursuant to a mutual aid request
 - c. Local training and exercises
 - d. Other agency mutual aid training and exercises
 - e. State training and exercises
4. Allow the vehicle to be operated only by trained personnel who are (a) on official duty, (b) designated volunteer of the holding jurisdiction or (c) designated personnel who fall under an official mutual agreement, unless it has been transferred to another jurisdiction with the expressed prior consent of the GDEM/SAA.
5. Conduct appropriate and effective preventative maintenance and keep the vehicle in good operating condition at all times and coordinate insurance, fuel, oil and other maintenance consumables and all major repairs.
6. Use and operate the vehicle in compliance with state laws. In addition, the vehicle will not be operated in a negligent or reckless manner.
7. Use vehicle operator's log to track mileage/hours and usage.
8. In cases where a vehicle is assigned to an individual, the use of the vehicle is limited to activities directly related to the response team. Use of the vehicle for personal activities is strictly prohibited.
9. Make available the vehicle for inspection by a designated official of the GDEM/SAA.
10. Allow GDEM/SAA the right to reassign the CBRNE response vehicle if it is deemed that the jurisdiction in possession of the vehicle has not complied with the conditions as outlined in this and other grantee policy statements. The jurisdiction may, of its own, relinquish the vehicle back to the GDEM/SAA at any time.

In an effort to maximize the use of funds, OGT supports dual-use equipment purchases. While the purchase of a vehicle must be tied directly to an identified need in the state strategy, we do not expect it to sit in a lot unused. A person assigned to a HazMat vehicle may use that vehicle, as long as they are on-call and available for any CBRNE situation that may arise. The vehicles primary function must be to respond to CBRNE incidents.

Should you have any additional questions, please feel free to contact the Governor's Division of Emergency Management (GDEM)/State Administrative Agency (SAA) by phone at (512) 424-7802, by e-mail to Ben.Patterson@txdps.state.tx.us or by fax at (512) 424-7825.

MONTH/YEAR _____ MAKE/MODEL _____ LICENSE PLATE # _____
JURISDICTION _____ VIN # _____

[illegible]

Exhibit C



Governor's Division of Emergency Management
State Administrative Agency

**GDEM –SAA Information Bulletin
No. 3 August 31, 2006**

To: All Council of Governments
All Texas State Homeland Security Grant Program Points of Contact

From: Jack Colley
Chief, Division of Emergency Management

Subject: GDEM – SAA Homeland Security Grant Program (HSGP) Equipment
Management Guideline– Disposition of Grant-Purchased Equipment

1. Purpose. To provide clarification in the proper disposition of grant purchased equipment

The issue has been raised as to the disposition of equipment purchased with funds from the Office of Grants and Training (OGT). The Uniform Grants and Management Standards (UGMS) (June 2004), Part III, subpart C.32 (e) stated that *"when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program for other activities currently or previously supported by a federal or state agency, disposition of the equipment will be made as follows:"*

2. Items of equipment with a current per-unit fair market value of less than \$5,000.

May be retained, sold or otherwise disposed of with no further obligation to the awarding agency (in this case the SAA).

3. Items of equipment with a current per-unit fair market value of \$5,000 or more.

May be retained or sold and the SAA shall have a right to an amount calculated by using the following formula:

Current market Value (CMV) X SAA's percentage (%) share of the grant

4. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the SAA upon request.

5. In the event the grantee is provided federally-or-state-owned equipment, the title to the equipment remain vested in the Federal or State government. The SAA may reserve the right to transfer title to the federal, state or third party organization/agency eligible under existing statutes, subject to the following standards:

Exhibit D

The property shall be identified in the grant or otherwise made known to the grantee in writing.

The SAA shall issue disposition instruction within 120 calendar days after the end of the federal or state support of the project for which it was acquired. If the SAA fails to issue disposition instructions within the 120 calendar-day period, the grantee shall follow steps 1 through 4 of the above bulletin.

6. Retention period. Records must be retained for three (3) years from the starting date specified in UGMS Part III, Subpart C.42(c). For real property and equipment, starting date begins when the equipment is disposed, replaced or transferred at the direction of SAA.

7. Should you have any additional questions, please feel free to contact the Governor's Division of Emergency Management (GDEM)/State Administrative Agency (SAA) by phone at (512) 424-7802, by e-mail to Ben.Patterson@txdps.state.tx.us or by fax at (512) 424-7825.



SAA/GDEM Form 06-005(03/06)

[illegible]

* Conduct physical inventory at least once every two years

* Control system must ensure adequate safeguards to prevent loss, damage or theft

- Ensure adequate equipment maintenance procedures

- **Disposition - see procedures in OJP Financial Guide**



Governor's Division of Emergency Management
State Administrative Agency

GDEM –SAA Information Bulletin
No. 2 August 10, 2006

To: All Council of Governments
All Homeland Security Grant Program Points of Contact

From: Jack Colley
Chief, Division of Emergency Management

Subject: GDEM – SAA Homeland Security Grant Program (HSGP) Equipment
Management Guideline– Equipment Tagging Procedures

Reference(s): *Texas Uniform Grants Management Standards (UGMS), June 2004, Pg 77-79*
State Property Accounting (SPA) Manual, January 2006, Chapter 2, Pg 2.13

1. All Homeland Security Grant Program (HSGP) assets over \$5,000 including all controlled equipment will be tagged. The following items are considered “controlled equipment”:

- Computer (CPUs) and peripherals (printers, fax machines, monitors, etc)
- GPS devices, cellular and portable telephones
- Still (digital) and video cameras and peripherals
- Communications equipment including hand-held radios and accessories
- Hand-held imaging units, binoculars and detection units

2. Some of these assets due to their size, nature, type of material, and/or their exposure to the weather may not be practical for tagging:

- Items of rubberized material (Vetter bags, SCBA masks, etc.)
- Software
- Controlled CBRNE detection kits and consumable supplies and one-time use clothing
- Infrastructure (installed fences and doors)
- Fixed, permanently bolted or vehicle mounted equipment
- Miscellaneous supplies (consumables such as Tyvex hazmat suits, gloves, boots, etc...)
- Unusually large, mobile or portable vehicle or equipment (mounted surveillance cameras, radio towers, permanent installed emergency generators, prime mover vehicles, etc)

3. A Homeland Security asset purchased or constructed as an accessory or modification to existing equipment (e.g. a sheet feeder for a printer or a processing board for a computer) need not be tagged but must be treated as an improvement to the existing asset.

4. Placement of Asset Identification Tag. In implementing a fixed asset identification tagging system, one of the considerations should be the uniformity of the placement of the fixed asset identification tag. In applying the tag, ease of access for subsequent inspections should be the

Exhibit G

guiding principle. It is not necessary to deface an asset when applying a tag. At the same time the tag should not be remotely placed that it becomes difficult to affix or locate during cyclical or routine asset verification.

5. The following is recommended locations to place asset identification tag:

Computer: Should be tagged on the right side near the back of the piece of equipment or the most visible area. Laptops may be tagged in the front or back, when feasible.

Office Peripheral: Fax machines, photocopiers, typewriters, etc. should be tagged on the right side near the back of the piece of equipment.

Furnishing (if applicable): Cabinets and files should be tagged on the upper right hand corner. Wheeled carts, tables and workbenches should be tagged at the top of a leg or base. Other items should be tagged on the most visible side, when feasible.

Permanently installed or deployable asset: Identification tag should be placed where the minimum of grease, oil, vibration, or heat exposure will be encountered. Tag is intended to last the useful life of the item. Ideally, the tag should be placed on the front of the asset or next to the manufacturer's plate.

CBRNE Equipment and trailer: For CBRNE equipment, the asset identification tag should be placed near the manufacturer's identification plate. For larger, less mobile equipment, the tag should be placed on the upper right hand corner of the asset.

Audiovisual Equipment: Audiovisual equipment should be tagged on the right side near the back of the piece of equipment.

Hand-held radios and batteries: A small identification tag (label size) is placed inside between the unit and battery (not to block the serial number).

Traffic Cones and other rubberized items: May be spray-painted, etched or written by indelible marker.

6. Replacement of Defaced Asset Tag. If an asset is observed to have a tag defaced, to the point where the number recognition is impossible, the jurisdiction should replace the identification tag assigned and affix a new one to the equipment. Update the master inventory list to reflect the new asset tag.

7. Asset Tag Data

Existing asset tag: Previously installed tag with the jurisdiction name and tag sequence number need not be removed. The jurisdiction may use the data for tracking and inventory purpose. However, when practicable the equipment should be marked "Purchased with funds provided by the U.S. Department of Homeland Security"

Implementing new asset tag: Recommend new asset tag contains the following data:

(1) Jurisdiction (name), (2) tag sequence number

Example: For Bexar County "Bexar County – No.00025"

Note: The asset tag sequence number need to be reflected as a column in the jurisdiction's master inventory listing and corresponds with the asset data (name, serial, and model number).



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5138**

Authorizing the Purchase of an Upgrade to the Outdoor Warning Siren System from Federal Signal Corporation

Issue

To authorize the purchase of an upgrade to the outdoor warning siren system from Federal Signal Corporation

Background

The City currently operates nineteen outdoor warning sirens. The system is activated on a radio frequency shared with the Sherman Police Department. This upgrade will allow silent testing and monitoring and provide a battery back-up system to each site. The upgrade will take approximately ten weeks to complete. The total cost of this project is \$200,936.17. The original estimate for this project was \$195,000.00. Three options were included in the RFP:

- Option 1 is to remove the outdated siren from the Woodman Circle Home. This siren will not be compatible with the new system and is not needed. Siren locations on 82, west of 1417, and on Pecan provide overlapping coverage. The cost to remove this siren is less than \$600.00.
- Options 2 and 3 provide for replacement of the siren located at the high school and upgrade of the siren near the Town Center. The siren at the Town Center will be upgraded to provide coverage for growth in that area. The high school siren will be upgraded to a newer model with a new pole.

Emergency Management Department funds are allocated for anticipated repairs. Repairs are needed for the high school location and for the siren located on Pecan Street. This upgrade will include these modifications and repairs. The project provides for a twelve month warranty on all equipment, allowing us to use the funds to complete this project.

Origination

J. J. Jones, Fire Chief

Financial Consideration

The total cost for this project is \$200,936.17, \$195,000.00 of which was allocated in the 2007-2008 CIP budget. The additional \$5,936.17 is available in the Emergency Management budget for siren repair and maintenance.

Staff Recommendation

The staff recommends the City Council authorize the purchase from Federal Signal Corporation to upgrade the outdoor warning siren system.

Alternatives

The City Council could reduce the scope of the project or direct staff to seek additional proposals.

Attachments

Resolution No. 5138; Quotation

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AN UPGRADE TO THE OUTDOOR WARNING SIREN SYSTEM FROM FEDERAL SIGNAL CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized to purchase a Warning Siren System Upgrade from Federal Signal Corporation in the total amount of \$200,936.17, in accordance with the quotation and terms attached hereto and made a part hereof for all purposes as Exhibit "A." Any necessary purchase agreement must be approved by the City Attorney.

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

PASSED AND APPROVED on this the _____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

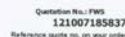
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN MCGOOKEY,
CITY ATTORNEY



Fax:
E-mail:

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Seller is firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. The quotation is expressly subject to acceptance by Buyer of all Terms stated at the attached Terms document, and any acceptance or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, constitutes an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller, in its discretion. If the total price for the items set forth above exceeds \$50,000 then the quotation IS ONLY VALID IF it includes a signed copy of the attached Terms document, which must be received by Seller no later than 7 business days after the date of quotation. Failure to include such terms shall void the quotation. Adverse Side Conditions, including theft, covering loss/damage, contamination, and/or spoilage, shall also void the quotation. In the event of a change in requirements or failure to install a piece, will result in a \$385.00 per hour fee, plus equipment. Terminals and additional Power Cables, requiring power to the station equipment is the responsibility of the customer.

Approved By: Chris Lopez
Title: Western Regional Manager

Purchase order MUST be made out to:
Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60466-3199

Accepted By: _____
Signature: _____ Date: _____
Title: _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**
Seal Coat Emulsified Asphalt Oil and Stone

Issue

Approve advertising for bids that will provide the City with street seal coat stone and emulsified asphalt oil

Background

Each year, the Street Department evaluates and ranks all city streets to determine their need for maintenance. From the street evaluation process, a priority list of streets to be seal coated is prepared. The Street Department's goal each year is to seal coat in the range of 25-30 miles of streets depending on material costs and the annual budget. Advertising for seal coat materials early in the construction season helps assure that adequate materials are available and can be purchased at the lowest possible price.

Origination

Department of Public Works

Financial Consideration

Funds to purchase seal coat stone and emulsified asphalt oil are provided in this year's Street Department budget. Cost of advertising is expected to be less than \$200.

Staff Recommendation

Proceed with advertising for vendors to provide seal coat stone and emulsified asphalt oil for the 2008 street maintenance program.

Alternatives

As may be directed by the City Council

Attachments

None

Prepared by:
Jeffrey Miller, Director of Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Member Rad Richardson and SEDCO President John Boswell

Issue

To receive the Sherman Economic Development Corporation's (SEDCO's) quarterly progress report from Board Member Rad Richardson and President John Boswell

Background

The brief presentation by the SEDCO Board Member and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three months. SEDCO's last progress report was presented at its Joint Meeting with the City Council on September 17, 2007.

Origination

City Council

Financial Consideration

None

Attachments

SEDCO's Quarterly Progress Report

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

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Joe Fallon, Jr.

Name of Vice Chairman: Andy Olmstead

Date of Report to City Council: December 17, 2007

1. In simple terms and as briefly as possible, please describe the mission of your board.

The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment of primary employers.

**2. Please list the top accomplishments of your board within the past quarter.
(please limit the list to five or fewer items).**

1)The Board approved an agreement with Progress Rail for an expansion of their manufacturing facility. The expansion will add an additional \$15.6 million to the property tax role and add approximately 55 new full-time jobs.

2)The Board approved an agreement with Texas Instruments to add 200 new jobs and \$20 million in new process equipment in Sherman.

3. What are your plans for this board in the next quarter?

SEDCO plans to have Board member training and continue to work with area leaders to address economic development related issues in the Sherman area.

4. How often did this board meet in the last quarter?

Since the last report in September, the SEDCO Board held three regularly scheduled meetings and two special called meetings.

5. In what percentage of those meeting was a quorum of board members present?

100%.

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

No.

**7. What other information would your board like to communicate to the City Council?
(please be concise in your response).**

The SEDCO Board has been working closely with staff on several new exciting prospects. SEDCO staff attended two trade shows Process/Pack Expo and FabTech International. Several possible leads were made at these trade shows.

For the first time, SEDCO had a float in the Christmas Parade. The float featured our new ground-breaking shovel. The shovel, while not as big (or heavy), was made in honor of the “Young Turks” that worked to attract such businesses as Johnson & Johnson and Texas Instruments in the 1960’s and 70’s.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.3

OTHER BUSINESS

Receive Briefing from Cable One General Manager Claude Edwards on Rate Structure Adjustment

Issue

Cable One General Manager Claude Edwards will brief the City Council on Cable One's rate structure adjustment.

Background

Mr. Edwards will provide the City Council with an explanation of the adjustment to Cable One's rate structure, which will become effective on January 1, 2008.

Origination

George Olson, City Manager

Attachments

Mr. Edwards' letter of November 12, 2007, with three rate change notifications

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



3720 TEXOMA PARKWAY
P.O. BOX 1223
SHERMAN, TX 75090
TEL 903•893•6548
FAX 903•868•2754

November 12, 2007

Mr. George Olsen
City Manager
City of Sherman
P.O. Box 1106
Sherman, Texas 75090

Dear Mr. Olsen,

The purpose of this letter is to make you aware that Cable One will adjust its cable television rate structure effective January 1, 2008. As you are aware our last cable television service increase occurred in February of 2006. Since that time we have continued to face rising programming costs from satellite service providers, and dramatic increases in energy related products and services.

We continue to improve our product offerings with digital service programming packages, added channels to our High Definition and analog television programming services, and most recently the launch of Cable One Phone in several communities.

Cable One remains dedicated to bringing our customers a quality high-value service. Cable One High Speed Data service is the fastest service around, our customers receive virus and spam control, free web space, and multiple email accounts. With our cost saving bundles, customers can get a discount when they take basic cable, digital cable, and high-speed Internet.

As always, we remain committed to the community and the customers we provide service to. We continue to introduce new products and services, we employ area residents, and support local organizations and schools. Customer notifications will be included with our December 2007 billing statements, copies of those notifications are included for your review. In the event I can answer any questions regarding this price adjustment please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Claude Edwards".

Claude Edwards
General Manager

Dec 2007



Rate Change Notification

Dear Valued Customer,

We make every effort to minimize costs and increase your service choices. We have shown our commitment to keeping costs down by **freezing cable television rates for nearly two years**. However, the cost of doing business continues to rise driven by operating, maintenance and programming costs.

Effective in January, Cable ONE will adjust the rate of Lifeline Service to \$20.00.

We will continue to work hard at providing you the best value for your dollar, in addition to providing you with the very best customer service. Thank you for the opportunity to serve you.

Sincerely,

Cable ONE

For more information visit www.cableone.net/info.

* Rate does not include franchise fees or taxes.

C717

Dec 2007



Rate Change Notification

Dear Valued Customer,

We make every effort to minimize costs and increase your service choices. We have shown our commitment to keeping costs down by **freezing cable television rates for nearly two years**. However, the cost of doing business continues to rise driven by operating, maintenance and programming costs.

Effective in January, Cable ONE will adjust the rate of Basic Cable to \$46.00.

We will continue to work hard at providing you the best value for your dollar, in addition to providing you with the very best customer service. Thank you for the opportunity to serve you.

Sincerely,

Cable ONE

For more information visit www.cableone.net/info.

* Rate does not include franchise fees or taxes.

C718

Dec 2007



Rate Change Notification

Dear Valued Customer,

We make every effort to minimize costs and increase your service choices. We have shown our commitment to keeping costs down by **freezing cable television rates for nearly two years**. However, the cost of doing business continues to rise driven by operating, maintenance and programming costs.

Effective in January, the rates for Cable ONE services are as follows:

Lifeline Service	\$20.00	Digital Video Recorder	\$22.00
Basic Cable	\$46.00	Digital Combo	\$32.00
Digital Access	\$10.00	5 MB Internet Pack	\$32.00
Digital Value Pak	\$5.00	Digital Internet Pak	\$105.00
1 st Premium service	\$16.00	Digital HBO Internet Pak	\$121.00
(HBO, Cinemax, Showtime or Starz/Encore)		Digital Showtime Internet Pak	\$121.00
Any additional Premium service	\$8.00	Digital Starz Internet Pak	\$121.00

Rate adjustment doesn't apply to 6 month promotional packages.

We will continue to work hard at providing you the best value for your dollar, in addition to providing you with the very best customer service. Thank you for the opportunity to serve you.

Sincerely,

Cable ONE

For more information visit www.cableone.net/info.

* Digital access is required to receive premium services. ** Rates do not include franchise fees or taxes.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.4

OTHER BUSINESS

Discussion of the City of Sherman's Participation in a Proposed Grayson County Regional Emergency Operating Center

Issue

Discussion of the City's participation in a proposed Grayson County Regional Emergency Operating Center (EOC) to be staffed by a regional Emergency Management Coordinator (EMC)

Background

This issue has been under discussion for several months. Sherman has its own EOC; and the Fire Chief serves as our EMC. Participation in the County's proposed regional EOC and EMC would reduce any duplication of efforts, decrease costs to our taxpayers, and improve emergency management services to all.

Origination

County Judge Drue Bynum

Financial Consideration

There is no financial impact to the discussion of this item. If our participation is approved, Judge Bynum is seeking a contribution of \$20,000.00.

Council Action Requested

Provide direction to the staff to return with an Interlocal Agreement for the City's participation in the proposed Grayson County Regional Emergency Operating Center.

Alternatives

As the Council directs

Attachments

The County Judge's letter of December 7, 2007

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



Drue Bynum
Grayson County Judge

December 7, 2007

City of Sherman
Mayor Bill Magers
Box 1006
Sherman, Tx 75091-1106

Dear Mayor Magers,

For the past several months, the Cities of Denison and Sherman have been working together on a plan that will provide for a Grayson County regional Emergency Operating Center (EOC) to be staffed by a regional Emergency Management Coordinator (EMC). In addition to serving Grayson County and the current signatory cities, the EOC and the EMC being proposed will serve the entire county including Sherman and Denison. The Cities of Denison and Sherman now have their own EOCs, EMCs and Emergency Management Plan. That obviously results in a duplication of effort between the three entities which increases the cost significantly without providing additional benefit to our county residents.

The County and the staffs of the Cities of Denison and Sherman feel that it is now appropriate to move forward with the funding of the single EMC for our county. We are asking the City of Sherman to contribute \$20,000 to the proposed consolidation of the three programs. This represents approximately a third of the expected personnel cost associated with the EMC. Grayson County will provide office space and clerical support to the position. Additionally, a board will be created to work with the EMC in an advisory capacity.

There are other funding sources being explored that will further improve emergency management services while further decreasing local costs.

It is important to note that this effort will not take away from any thing your city chooses to do relative to maintaining an EOC within your organization. What is being attempted here is to reduce the duplication of effort that goes into the planning and administrative area while improving services to all county residents.

Respectfully,

Drue Bynum
County Judge

cc: George Olson, City Manager

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.5

OTHER BUSINESS

Consider Approval of the Intention to Annex Areas and Directing Staff to Begin the Annexation Process

Issue

To consider approval of the intention to annex specifically identified individual areas in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background

The staff is seeking the City Council's approval to begin the annexation process for the following areas:

Hwy 75 to FM 691: Accommodates new water/sewer infrastructure, encloses gaps and aligns city limit boundaries between Texoma Parkway and Loy Lake Road.

Hilltop Addition: A substandard water system exists and, in August of 2005, the City took on the role of water manager. This area should be within our city limits and CCN if the City is providing water. It would also enclose gaps and align city limit boundaries along Dripping Springs Road.

North Travis: Annexations several years apart have left a residence and a portion of right-of-way on North Travis outside the city limits. This annexation is for clean-up of right-of-way and to remove an island which was created within the city limits.

Origination

Department of Utilities and Engineering

Financial Consideration

None

Council Action Requested

The Council's approval of the intention to annex these specifically identified individual areas in the ETJ and direction to the staff to proceed with the annexation process and return with Annexation Schedules for the Council's approval.

Alternatives

As directed by the City Council

Attachments

Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.6

OTHER BUSINESS

**Receive Update from Public Works Director Jeff Miller
on the Phase II Storm Water Plan and Permit Submittal**

Issue

An update on the Phase II Storm Water Permit issued by the Texas Commission on Environmental Quality (TCEQ) on August 13, 2007

Background

The City is required to come into compliance with the Phase II Storm Water Permit #TXR040000 issued by TCEQ. The permit requires the City to submit a plan to protect storm water from pollution in six subject areas. The plan must be completed and submitted by February 11, 2008. The City has until August of 2012 to fully implement the plan; however, the City must submit annual reports showing our progress in each subject area.

Origination

Public Works Department

Financial Consideration

Unknown

Staff Recommendation

No action is required at this time. Staff will finalize the plan and bring it back for final approval and adoption by resolution at the February 4, 2008 City Council meeting.

Alternatives

None recommended

Attachments

None

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

**Section 551.071 Consultation with City Attorney Concerning Legal
Matters and Pending Litigation:
a) Discuss Proposed Substandard Structure
Ordinance**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-17-2007

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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OCTOBER

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DECEMBER

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01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
03/28/07 - 12:00 Noon Called Meeting re: Acting/Permanent City Manager Issues
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results
06/01/07 - Budget Planning Meeting in Council Chambers
06/11/07 - Called Meeting to Attend Commissioner's Court Meeting

06/13/07 - Called Meeting re: Police & Fire Comp. Study
07/02/07 - Cancelled Pre-4th of July Council Meeting
07/09/07 - Called Meeting for Social Event at Lake Texoma
07/12-14/07 - Budget Workshop in Council Chambers
08/27/07 - 12:00 Noon Called Meeting for Appeal of P&Z Decisions
09/03/07 - Labor Day - Called Council Meeting on 09/04/07
09/14/07 - 12:00 Noon Joint Meeting with SEDCO Board
11/06/07 - Sales Tax Election
11/14/07 - 12:00 Noon Called Meeting to Canvass Election Results
12/11/07 - Called Meeting to Review Development Standards

2008
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
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