CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 18, 2009
5:00 P.M.

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY

A.4 APPROVE MINUTES OF THE CALLED CITY COUNCIL (BUDGET PLANNING) MEETING OF APRIL 29, 2009 AND THE REGULAR CITY COUNCIL MEETING OF MAY 4, 2009

Oath of Office

A.5 OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

A.6 COUNCIL ELECTION OF DEPUTY MAYOR

Public Hearing

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5604
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 2510 Texoma Parkway, being 3.92 Acres in the Reuben Hendrix Survey, Abstract No. 504 (Plitt Plaza Joint Venture, Owners; Movie Tavern Express, Tenant; and Terence Johnson, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

Close Public Hearing and Consider Adoption of Ordinances

B.2 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5604

B.3 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. 5361*
Authorizing Execution of a Service Agreement with Southwestern Bell Telephone, L.P. d/b/a AT&T Texas for Maintenance of the Sherman Police Department's Universal Emergency Number Service (E911) Hardware

C.2 ** RESOLUTION NO. 5362*
Authorizing Execution of an Agreement with Intrado, Inc. for the Provision of Automatic Location Identification ("ALI") Management Implementation (E-911 Database) Services to the Sherman Police Department

D.1 CITIZEN REQUESTS

D.2 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.3 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Council Audit Committee (3)

D.4 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Investment Committee (2)

D.5 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Tax Reinvestment Committee (2)

D.6 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Tax Increment Financing Board #1 (3)

D.7 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Tax Increment Financing Board #2 (3)

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Tax Increment Financing Board #3 (3)

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 551.074 Personnel Matters:
Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:
a) Texoma Council of Governments Governing Body (1)

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:** 5-18-2009

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:** 5-18-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Robert G. Softly, Council Member

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE CALLED CITY COUNCIL (BUDGET PLANNING) MEETING OF APRIL 29, 2009
AND THE REGULAR CITY COUNCIL MEETING OF MAY 4, 2009

STATE OF TEXAS §

April 29, 2009

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, on April 29, 2009.

COUNCIL MEMBERS PRESENT:	Mayor Bill Magers. Council Members Adami, Howeth, Smith, Softly, Steele.
COUNCIL MEMBERS ABSENT:	Deputy Mayor Cary Wacker.
CITY STAFF PRESENT:	George Olson, City Manager; Robby Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Scott Shadden, Director of Developmental Services; Mark Gibson, Director of Utilities; Jeff Miller, Director of Public Works; Tom Watt, Police Chief; Jeff Jones, Fire Chief; Mary Lawrence, Controller; Lisa Whitfield, Development Coordinator; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.
PURPOSE:	**Call to Order, Quorum Determined, Meeting Declared Open** **Summary Financial Information** **Estimated Financial Operating Results for 2008-2009** **Capital Improvement Funds for 2008-2009** **Revenue Projection for 2009-2010** **Debt Service Schedule** **Status of Council Initiatives from 2008-2009 Budget Process** **Identification of Planning Initiatives for 2009-2010** **Introduction to Long-Term Planning** **Adjournment**

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Magers called the meeting to order at 12:32 p.m., declared a quorum present, and opened the City Council Meeting.

George Olson, City Manager, said Deputy Mayor Cary Wacker is out of town and therefore unable to attend the meeting. He asked the City Council to provide their initiatives for the upcoming year. The staff was able to begin the Budget process early this year because the Election was canceled due to all candidates being unopposed.

INTRODUCTION TO LONG-TERM PLANNING

Mr. Olson said he has already had a meeting with the department heads so they could provide him with their needs for the upcoming year and for a five year period. The City has been running fast to get the job done and as Sherman grows they need to began planning for the future. The staff wants to begin long range planning to help plan for the future, identify needs, and to become more efficient.

Robby Hefton, Assistant City Manager/CFO, said the purpose of this meeting is to tell the Council where the City has been, where the staff feels they need to go, and to obtain direction from the City Council. This new approach to budgeting features a long term focus and allows planning to drive the financials instead of the financials driving the plan. Legally the City Council can only adopt a one year budget, however the current budget can fit into the context of a broader plan. This year the staff will be presenting a five year revenue and expense projection, which can be modified as needed.

SUMMARY FINANCIAL INFORMATION

Mr. Hefton outlined current year highlights including the issuance of bonds for various projects, the Comprehensive Master Plan update, various Capital Improvement Projects, an accelerated thoroughfare enhancement program, and Downtown improvements. Mayor Magers said he has received a lot of positive feedback for the Downtown projects.

Mr. Hefton explained that in order to complete the projects that the Council has already authorized, the City would need another $1 million. He also addressed the debt service that the City currently has and existing debt with the Greater Texoma Utility Authority. The City's existing GTUA debt service will decrease by about $1.5 million in year four or five of a five year plan. This might help when the City looks at purchasing additional water rights. Mayor Magers said the current water purchase is on track and the next deadline is in July 2009.

Mr. Hefton said the current certified taxable value for property tax is $2 billion. Sherman's $0.32 property tax generates approximately $6.5 million annually. Sales tax is maxed out at 8.25%, however the street sales tax "sundowns" after four years. The total number of authorized employee positions is down for 2009, as planned.

ESTIMATED FINANCIAL OPERATING RESULTS FOR 2008-2009

Mr. Hefton briefed the City Council on the various operating funds.

General Fund

The General Fund is slightly worse than originally projected. Revenues are down, however expenses are also down, making the net effect almost flat. The City should have 69 days of reserves, and the current threshold is 60 days. Mr. Hefton recommended that in the five year period the City begin building the amount in reserves to 80 or 90 days, which would add financial stability in poor economic times and would help secure a higher rating by bonding companies.

The City Charter sets the minimum bar for amounts held in reserves, however the City could have an internal policy that says additional amounts will be held in reserve. Mr. Hefton recommended a slower process to increase the amount held in reserve, perhaps building to that goal in five years. He discussed how the debt service would "play out" over the next five years.

Property taxes are performing slightly higher than budgeted while sales tax is down. Since the City reduced property tax and increased the sales tax rate, you would expect the sales tax revenues to be up, and they are. However, they are down slightly from the amount budgeted. Mr. Hefton added that "flat" is good in the current economy. Franchise taxes have increased due in part to an increase in the Atmos franchise rate and the CableOne franchise rate. Net, Mr. Hefton said the revenues are down approximately $1 million versus budgeted amounts, and just about flat versus 2008 amounts. Expenses are also down about $800,000, therefore the net revenue versus expenditures is about $200,000.

In the General Fund, $150,000 savings was realized from the decision to defer the 2% cost-of-living increase for employees. The result was actually 1% since it was only for six months instead of a year.
There was also savings on contractual services from the street mill and overlay projects. The General Fund is in good shape, but is down slightly versus the budget.

Utility Fund

Mr. Hefton said revenues are down in the Utility Fund by about $800,000. Both the Utility Fund and the Solid Waste Fund are seeing the result of local industry shutdowns, which causes the industries to use less water and generate less trash. However, the City's expenses are also down, even more than the revenue. The projection for the ending fund balance is about $300,000 better than was originally projected.

One project that is down from the budgeted amount is the biosolids project. Approximately $1.1 million was included in the budget for biosolids, with the understanding that the staff would propose a solution to the situation at a later date. With the first cut, estimated cost of the biosolids project is $600,000. This makes a $500,000 positive variance in the Utility Fund.

Solid Waste Fund

Mr. Hefton said revenues were down in the Solid Waste Fund by about $500,000. Council Member Adami asked what was included in the miscellaneous revenues. Mr. Hefton explained that the majority of that revenue is from the sale from recyclables. However, for the last two months, the City has lost money in that line item. The City is getting no additional revenue from the sale of recycling. Council Member Adami asked if there were other vendors for the recycling. Mr. Hefton said there are two Material Recovery Facilities (MRF) that the City could use, however the price seems to be driven by the market and not the vendor.

Mayor Magers said the City is still saving money on landfill costs through the diversion of recyclables from the landfill. Mr. Hefton added when the program was started, the staff did not "build in" any revenue and the goal was to prevent the recyclables from going into the landfill. Council Member Adami added that the landfill increased the fees last year, but the volume is still down. Mr. Hefton said the situation would have been even worse if the City had not increased their fees. He added that the decrease in volume hurt the money that should have been generated by the rate increase. He said the commercial program is where the City is struggling, because the residential revenue is very stable and the collection rate is high.

Mr. Hefton said one important issue for 2010 is what rate TASWA will charge. He said costs are not going down and if the volume doesn't increase, someone will have to pay for it. Mayor Magers said Sherman's volume in solid waste is not down as much as some of the other TASWA partners. He said the City should anticipate a rate increase at the upcoming meeting. He suggested that the City factor in a $4 increase for the 2009-2010 fiscal year. He added that the volume is not there to cover the fixed cost of operation.

Mr. Hefton said vehicle usage is down, resulting in a decrease in fuel costs. Currently there is 85 to 86 days of funding in reserve. The goal is about 90 days. Council Member Adami asked about the franchise fee collected from the General Fund for solid waste service. Mr. Hefton said the City charges itself an 8% franchise fee and a maintenance and operation fee for solid waste service. However as revenue goes down, those fees are also reduced.

CAPITAL IMPROVEMENT FUNDS FOR 2008-2009

General Improvement Fund

Mr. Hefton said it appears that the General Improvement Fund will have an ending fund balance of $5.6 million, however the majority of that money will remain after the last debt service is issued for the year to complete the projects. About $4 million of that ending fund balance is already committed for projects, such as the southwest Fire Station and the construction of Shady Oaks Drive.

Currently the City is receiving very favorable prices on many of the projects, therefore there will be several hundred thousand dollars that must be used for projects defined by the bonds. The money will be transferred to the debt service fund where bond payments are made. Mr. Hefton said there will be approximately $233,000 in debt service for 2009, $783,000 in debt service for 2010, and $980,000 in debt service for 2011. He explained a plan to help the debt service plan, where the City will benefit from the favorable cost of projects. Council Members also discussed planned revenues. Mr. Hefton reiterated that the City continues to come in under budget on projects.

Utility Improvement Fund

Mr. Hefton said the Utility Improvement Fund has the same higher ending fund balance of $4.4 million and is seeing considerable savings on many projects.

REVENUE PROJECTION FOR 2009-2010

Mr. Hefton presented preliminary revenue estimates in the General Fund including 2010 that shows twelve months of the sales tax-in-lieu of property tax. The projections are very conservative and assume a zero spending growth. There is a timing difference since the businesses began collecting the additional sales tax in October but the City won't receive that money until December.

For the other revenue estimates, the City projected a 2% growth estimate annually. There is growth in the property tax values. They are also projecting a 2% growth in the Solid Waste Fund too. He emphasized the fact that the staff is looking at things through a five year window.

DEBT SERVICE SCHEDULE

Mr. Hefton said the City has issued two sets of Certificates of Obligation and will issue $5 million in bonds in the Fall of 2009 to complete the remaining projects. The Greater Texoma Utility Authority issue is about $4.8 million a year, and is contractual debt that is just an expense. The amount starts going down toward the end of the five years. At that time, the City might be well-suited to purchase additional water rights, if the opportunity arises.

Mr. Hefton said the City is not developing a five year budget, but will have a detailed FY 2009-2010 Budget which is a piece of a five-year plan. There are several challenges for the upcoming budget including the Texas Municipal Retirement System and year two of a three year phased-in rate increase. The City is beginning to see some relief from the large claims in the group health plan and they need to continue to review the compensation and benefits for the staff. There is pressure on the revenues for sales tax, water and sewer revenue, and commercial solid waste revenues and the City is ramping up to increased debt service. Another challenge is the increasing maintenance and operation costs for the expansion of the parks. The City is bringing on 150 to 170 acres of new parks with Center Street Park and Pecan Grove Park.

STATUS OF COUNCIL INITIATIVES FROM 2008-2009 BUDGET PROCESS

Mr. Hefton addressed FY 2009-2010 Budget Planning Initiatives dividing them into those that are essential, that are important, and that are discretionary. Several of the items also came from the Comprehensive Master Plan Study.

He added that two new programs maybe presented to the Council including an expanded monthly bulk pick-up. The details will be presented at a later budget meeting. Mayor Magers asked how the monthly brush pick-up is going. Jeff Miller, Director of Public Works, said citizens are participating and the staff is picking up the brush and getting it done on time every month.

Mr. Olson said through the planning with department heads, the staff found that they must be smart when adding new programs and not forget the central functions of government. They don’t want to add employees if they aren’t needed. They are working to be more efficient and run the programs that are critical to the citizens. Mr. Olson said the staff also needs to look at programs that have been done historically but may not be efficient. These programs may need to be cut. However, if there is growth in Sherman and five years from now new employees haven’t been added, that would be a disservice to the citizens.

IDENTIFICATION OF PLANNING INITIATIVES FOR 2009-2010

Mr. Hefton asked Council Members to consider their initiatives for the next fiscal year and for the next few years.

Mayor Magers commended the staff for moving from a reactive stance to a proactive stance. It is a sign of Sherman’s growth. He felt that the City should have adequate reserves to run the City but every dollar in the City’s bank account could be in the taxpayer’s bank account. There is a lot of uncertainty in the market now and no one knows what next year holds. In business, if you’re unsure of your revenues you keep an eye on your costs. Mayor Magers felt that because of the economy, it was important to increase the reserves this year to keep some extra money in the bank.

He felt the Council needs to look at the long term picture this year. He asked Council Members to review projects that were important to their Districts, but added that there would probably be less small projects this year. He suggested that the focus should be on the Master Plan priorities and how to pay for those projects.

Mayor Magers said his “wish list” contained three projects. First, is to complete the Capital Improvement Projects and do what was agreed with the bonds two years ago. Voters approved a sales tax and a property tax on the Council’s promise to complete certain projects. The Council must fulfill their promises.

Second, water! There is 50,000 acre feet becoming available in Lake Texoma, hopefully in the next 90 days. Of that amount, the original plan was that each municipality could have up to 10,000 acre feet. He added that even though Sherman uses about 30% of their water, this will be the two times Sherman can get surface water from Lake

Texoma. He said Sherman and GTUA needs to exhaust the allowable water available. The process to obtain the water is slow.

Third, the fire station is an important project that needs to be considered. The Texas Department of Transportation property in the Blalock District is sill being considered and the project is still moving forward.

Mayor Magers said personnel is the number one expense for the City and he urged keeping a hard look at the overall headcount and at salary increases. He urged the Council to be conservative but to keep the employees employed. He added that no one knows what will happen this year.

Council Member Adami agreed that water is scarce to obtain and the City needs to actively lease any excess water that the City doesn't use. Council Member Smith agreed that the City should buy all water available because there is a limited supply.

He also urged that the City finish what has been started and look at long term projects versus short term projects. He felt the Council has made good long term decisions in the past and they need to complete those projects. They also need to save money to pay the coming debt.

Council Member Steele liked the concept of the long term planning and he agreed that water was a very important consideration. The City took a big step with the Comprehensive Master Plan and he felt looking at revenues and expenses five years out is a novel idea. He also agreed that the City should determine the plan first and let the money dictate how the plan is accomplished.

He also liked that the City is considering the maintenance and operation of the parks since they have made a tremendous effort to get the new parks on-line. Council Member Steele added that there is nothing worse than a park that is not being taken care of. One of his priorities would be additional equipment if that is needed to better maintain and keep the quality of the project for the long term.

He also felt that several things from the Comprehensive Master Plan, including the annexation planning, the revitalization of older neighborhoods, and park standards and maintenance should be a priority. The City spent money on the Plan and now they should look at how to implement it, pay for it and enforce it. He agreed that the Council needs to finish what it started instead of beginning a lot of new projects.

Council Member Steele felt the City was doing a great job with the infrastructure and needed to continue those road projects. He agreed that maintenance was a big issue.

Council Member Adami said another issue he brought up last year was the metal building at West Hill Cemetery and its location on a major thoroughfare. The City has tried to update the major thoroughfares but this metal building is unattractive. He said the cemetery grounds are very well maintained and he was proud of their efforts to take care of problems quickly. He asked that the staff obtain some costs for either stucco or some other type of service that could be placed on the metal building. Council Member Steele agreed that the City requires others to use stucco and they should do the same on their facilities.

Council Member Softly wanted to keep course on the current projects and make sure to review the Comprehensive Master Plan to make sure it is followed. He also felt water was important and the City should obtain as much as possible both treated and non-treated.

Mayor Magers felt the City should consider the value of treated water. They currently treat 30% to 40% of their capacity now and they could treat more. With zero capital expense, the City could treat 60% more water than is being treated now.

Council Member Howeth said until she was on the City Council she never realized how important water really was. Now she wants the City to buy all the water they can. She was also concerned about the deterioration of neighborhoods in the southeast part of Sherman. Many of the homes have one car garages and four cars so they park in the yard. She agreed that revitalization of neighborhoods is very important. She added that she's not sure of the solution but doesn't want that area to become a ghetto. She said her concerns didn't carry any specific budget requirement, except for the water, but does include the education of citizens. She added that the Code Enforcement Officers had been very helpful.

Mr. Olson said the staff did not want southeast Sherman to deteriorate either. There are two Code Enforcement Officers and one of those Officers has been moved to handle storm water issues and code enforcement issues. They are trying to be as efficient as possible with the current manpower.

Council Member Adami added that he appreciated this approach to planning ahead. He also urged the staff to update the Council at quarterly meetings about where they are at. He felt the five year plan should be updated annually.

Mayor Magers said Deputy Mayor Wacker did not have any specifics for the budget meeting.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:54 p.m.

MAYOR

ATTEST

CITY CLERK

STATE OF TEXAS §

May 4, 2009

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 May 4, 2009.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

CALL TO ORDER
Mayor Bill Magers called the meeting to order at 5:01 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Willie Steele.

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular City Council Meeting of April 20, 2009. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

PROCLAMATIONS

MOTORCYCLE SAFETY AWARENESS MONTH (MAY 2009)

“MOTORCYCLE SAFETY AWARENESS MONTH” – MAY 2009
Mayor Magers presented a proclamation designating May 2009 as “Motorcycle Safety Awareness Month” to Robin Warfield, Texas ABATE Treasurer and Texoma ABATE Assistant Coordinator. Ms. Warfield thanked the Mayor and City Council for the proclamation

NATIONAL TOURISM WEEK (MAY 9-17, 2009)

“NATIONAL TOURISM WEEK” – MAY 9-17, 2009
Deputy Mayor Wacker presented a proclamation designating May 9 through 17, 2009 as “National Tourism Week” to April Patterson, Tourism Director.

Ms. Patterson thanked the City Council for recognizing the tourism industry both locally and nationally. She said Sherman has the resources and the potential to benefit further from the tourism industry and Ms. Patterson said she looks forward to utilizing those resources, marketing the City, and building the relationships necessary for the community to realize those benefits.

CONSENT AGENDA

CONSENT AGENDA
The Council reviewed the Consent Agenda. Mayor Magers removed Item C-3 entitled “Resolution 5357 – Authorizing Execution of an Interlocal Agreement between the City of Sherman and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the Recovery Act: Justice Assistance Grant (JAG) Program,”

and Item C-4 entitled "Resolution 5358 – Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Denison for Grant Funding to be Awarded by the U.S. Department of Justice under the Recovery Act: Justice Assistance Grant (JAG) Program" from the Consent Agenda for consideration in their regular order of business.

Council Member Steele moved to approve the Consent Agenda, with the exception of Items C-3 and C-4, which will be considered in their regular order of business. Second by Deputy Mayor Wacker. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5355 – AFFIRMING THE CITY OF SHERMAN'S SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS

RES 5355
2010 CENSUS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AFFIRMING THE CITY OF SHERMAN'S SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS.

Pat McCoy, Partnership Specialist, Dallas Regional Census Center

Mr. McCoy explained that every decennial, by law, everyone in the United States must be counted. They began in 1999 preparing for the 2010 census and they are now preparing for the 2020 census.

There are three important parts to the census, the apportionment, redistricting, and the allocation of funds. After the 2010 census, citizens will find out how many of the 435 Representatives in the U. S. House will be in the State of Texas. Then they will find out which Districts they represent.

Each year over $300 billion is allocated back to the States, the Counties, and the municipal governments from the Federal government based on the census numbers. The information collected gives the City decision makers information on what they need to be looking for, what services will be needed, and where their money needs to be invested.

The tag line for the 2010 census is "It's in our Hands" and Mr. McCoy outlined the media campaign that will be used this year to inform citizens about the census. The message is that it's easy, it's safe, and it's important.

Mr. McCoy said this year, everyone will be receiving the short form questionnaire for the census.

Mayor Magers and Council Member Steele said they recently received a very thick packet from the Census Bureau. Mr. McCoy said that was an American Community Survey and it is distributed annually. It is the reason they are able to use the short form this year. The personal information given is protected and is not released for a period of 72 years.

On April 1, 2010, the Census Bureau will "take a snapshot" of the United States, of Texas, of Grayson County, and of the City of Sherman. They will be able to tell how the City is changing, the directions they are going, and what they need to be looking at. The numbers will be used for the next ten years.

Mr. McCoy said they will face many challenges including the privacy protection concerns; the ever-changing political environment; an immigration debate, even though the Census Bureau is required to count everyone living in the United States; a growing diversity; and a hard-to-count population.

For the 2010 census, Mr. McCoy said they began in 2008 validating addresses in the community. In March 2010 a questionnaire will be sent to all home addresses. A post card reminder will be sent at the end of March 2010 and a second questionnaire will be mailed in mid April 2010. In 2000 the City of Sherman had a 68% response rate for this initial response. The remaining 32% had to be counted by an alternate method. Mr. McCoy said this initial response rate needs to be increased.

After May 1, 2010, if the questionnaire has not been returned, a census person will be sent to your door to obtain the count.

One way to help obtain the count is by the use of a Complete Count Committee. Grayson County has already agreed to form a Complete Count Committee for the County to help increase the response rate. Mr. McCoy said the City of Sherman should also form a Complete Count Committee to assist with the counting process.

The Committee is composed of local individuals from faith-based organizations, businesses, schools, community organizations, government agencies, hard-to-count populations, and the media and is used to help increase the response rate.

The hard-to-count population are those individuals that don't respond as readily as everyone else, such as renters, those in crowded housing, at the poverty level, individuals with low education, high unemployment, immigrants, those on public assistance, non-English speakers, female heads of household, and individuals that receive their mail at a post office box. It's important to get these citizens to respond better.

Mr. McCoy said the City could help by forming a local Complete Count Committee, motivate high level trusted individuals in the hard-to-count populations, identify additional opportunities for Census Bureau speakers, make

positive and encouraging statements, but the biggest way to help is to complete the census questionnaire as soon as it's received and return it to the Census Bureau.

Council Member Steele confirmed that a representative sample of citizens will receive the long form prior to the census period to obtain information needed by the Census Bureau. In March 2010, citizens will only receive the short form.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5355, as presented. Second by Deputy Mayor Wacker.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5356
JAG GRANT FOR POLICE DEPT. FOR POLICE INTELLIGENCE ANALYST POSITION

<u>RESOLUTION NO. 5356 – AUTHORIZING THE SUBMISSION OF A JOINT GRANT APPLICATION WITH GRAYSON COUNTY AND THE CITY OF DENISON FOR AND THE ACCEPTANCE OF GRANTS UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM DISTRIBUTED BY THE U.S. DEPARTMENT OF JUSTICE</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE SUBMISSION OF A JOINT GRANT APPLICATION WITH GRAYSON COUNTY AND THE CITY OF DENISON FOR AND THE ACCEPTANCE OF GRANTS UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM DISTRIBUTED BY THE U.S. DEPARTMENT OF JUSTICE.

Tom Watt, Police Chief, explained that the Recovery Act has made billions of dollars available for infrastructure and many various programs. At the last Council Meeting, Chief Watt asked the Council to approve submission of a grant for funding for four Traffic Safety Unit positions.

In 2004 the City Council assisted the Police Department in becoming a proactive police department. Since 2004 the City Council has approved grants for the records management system, the digital upgrades on the cameras, and many other technology aspects for the Police Department.

Chief Watt said about 1½ years ago they opened up the Intelligence Office at the Police Department and it has been phonemically successful. The Office is now manned by one officer that spends 80% of his time extracting data from many different areas. He outlined a couple of cases that the Intelligence Office has worked on including one case that cleared five or six major burglaries locally and around the Dallas area.

He proposed to use the JAG grant money, which can now be used for personnel, and add one extra civilian position to help analyze the data coming in.

Mayor Magers verified that the grant is for one year of funding with three years of funds eligible to continue to fund the position. Chief Watt said from 1994 through 2005 much of the equipment received at the Police Department has been obtained through this JAG grant. Normally they don't include personnel, but changes have been made that allows personnel to now be included.

Council Member Smith asked how the current position was being paid for. Chief Watt said currently Sergeant Mark McCree is the officer in the Intelligence Office. The new position would be an additional civilian position to assist Sergeant McCree in extracting data to help point the officers to the "bad guys."

Deputy Mayor Wacker confirmed that Chief Watt would be looking for a data specialist, heavy in math and computer skills.

Council Member Smith expressed concern that Chief Watt had asked to apply for a grant for four additional Civil Service positions last month and is now asking for another position that would not be a Civil Service position. He asked what would happen when the grant funds run out and would the City be required to then budget for those positions.

Chief Watt said there is a mechanism in Civil Service to delete those positions if they had too. The current request is not for a Civil Service position and it would be up to the City Council whether or not to keep the position after the funding ends.

Chief Watt said currently Sergeant McCree spends 80% of his time extracting the data and that is a small part of what the function actually is. He should be out meeting key people in the community and developing sources to further the intelligent operations.

Council Member Smith asked how much it would cost to fund that position with benefits after the grant money runs out. Chief Watt said it would probably be about $65,000 annually. The grant is for $74,000. He said the additional funding would be used to purchase additional software, computer hardware, and a desk for the new person.

Council Member Smith asked about Item C-3 and Item C-4 which also pertain to the JAG grant. Chief Watt explained that since 1995, Sherman, Denison and Grayson County have entered into the grant together. With the Recovery Bill, they have required that the largest City in the County act as a "pass through."

Based on crime statistics and population, Sherman, Denison and Grayson County would receive a portion of the total allotment. The total grant is $137,469 and Sherman will receive $74,510, Denison will receive $46,691, and Grayson County will receive $16,268. Each entity will be using their money for a different project specifically for their own department.

Mayor Magers verified that Sergeant McCree would remain in his present position and the additional person would double the staff in the Intelligence Office. He asked what benefit this would be for the citizens.

Chief Watt said the addition would increase the ability and the efficiency of the Police Department in getting the bad guy off the street. With the additional person, Sergeant McCree would be able to make more contacts with others to get additional information.

Council Member Adami asked if Sherman was behind in this type of function or why was it necessary. Chief Watt said until 2004 the Police Department was a reactive Department. Since that time, with the up-to-date records management system they have, they are able to extract the data and pinpoint the "bad guys" to be more proactive.

Chief Watt added that Sergeant McCree is doing so well with the model he has set up, the FBI is using him and the Richardson Police Department for an information sharing model they are creating.

Council Member Smith asked how all the positions would be funded after the grant money runs out. Chief Watt said the four TSU positions are self-sustaining. But as Sherman grows, the City Council is concerned about taking care of the infrastructure and the Intelligence Analyst is as important a piece of the infrastructure as anything else.

Chief Watt cannot assure the Council that the City would receive the additional three years of grant funding. He felt there was a good chance that Sherman would receive the funding. The deadline for submission is May 18, 2009. Council Member Smith verified that the City Council would have another chance to approve the acceptance of the grant at a later date.

Council Member Adami added that since the economy is lean it is a difficult time to increase a budget cost that will become a permanent cost that won't go away. Chief Watt said if the Council allows this grant to go forward, he will show them the success of this program and would recommend cutting somewhere else, if needed.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5356, as presented. Second by Council Member Steele.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5357
JAG GRANT FOR GRAYSON CO.

<u>RESOLUTION NO. 5357 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM.

Item C-3 was removed from the Consent Agenda for discussion in its regular order of business.

RES 5358
JAG GRANT FOR CITY OF DENISON

<u>RESOLUTION NO. 5358 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF DENISON FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF DENISON FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM.

Item C-4 was removed from the Consent Agenda for discussion in its regular order of business.

Mayor Magers said Resolution 5357 and 5358 were both tied to the JAG grant and should be considered after that discussion.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution Nos. 5357 and 5358, as presented. Second by Council Member Softly.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5359 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH UTILITY CONSTRUCTION SERVICES OF TEXAS, INC. FOR REPLACEMENT OF THE TRAVIS STREET WATER MAIN BETWEEN WASHINGTON STREET AND JONES STREET

RES 5358
TRAVIS ST. WATER MAIN REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH UTILITY CONSTRUCTION SERVICES OF TEXAS, INC. FOR REPLACEMENT OF THE TRAVIS STREET WATER MAIN BETWEEN WASHINGTON STREET AND JONES STREET.
CONSENT AGENDA.

RESOLUTION NO. 5360 – AUTHORIZING EXECUTION OF DEVELOPMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE O'HANLON RANCH PHASE 3 SUBDIVISION WITHIN THE CITY OF SHERMAN

RES 5360
DEVELOPERS AGREEMENT
O'HANLON RANCH, PHASE 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOMENT AGREEMENT WITH DGR DEVELOPMENT GROUP, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE O'HANLON RANCH PHASE 3 SUBDIVISION WITHIN THE CITY OF SHERMAN.
CONSENT AGENDA.

REQUEST TO ADVERTISE
RELIEF SEWER K-4 PHASE TWO

REQUEST TO ADV
RELIEF SEWER
K-4 PHASE TWO

The City Council approved the request to advertise for the construction of Relief Sewer K-4 Phase Two, which will replace an existing sewer main along Post Oak Creek, between Taylor Street and Lamberth Road. The existing sewer main is deteriorated and becoming overloaded as more development occurs in northwest Sherman.

The project is funded at $900,000 in this year's Capital Improvement Program through bonds previously issued by the Greater Texoma Utility Authority on behalf of the City.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE CUSTOMER SERVICE MANAGER ANGELA GURLEY'S PRESENTATION ON THE CITY OF SHERMAN'S INCODE ONLINE UTILITY BILLING APPLICATION

INCODE UPDATE
ON UTILITY BILLING

Angela Gurley, Customer Service Manager, said the City has another online application through INCODE, this one for online utility billing.

This will allow customers access to their accounts 24 hours a day, seven days a week. They can view billing, payment and consumption history; graph their consumption history and compare it to prior year's usage; pay by a credit card; and register and pay multiple accounts under one user name and as one transaction.

Results from the changes will include a reduction in credit card transaction fees for a savings to the City of approximately $17,000 annually, expanding credit card types to include American Express and Discover, and elimination of payment by electronic check. The monthly recurring credit card program will transition from an online payment method to a payment method available through the Utility Department.

Ms. Gurley said that currently online transactions represent about 14% of all payments. Approximately 32% of payments come through the lockbox, 28% are from walk-in customers, 16% arrive by mail, and 10% are paid through bank drafts.

Along with the move to the new application, Ms. Gurley said the staff also recommends charging a transaction fee of $1.25 for online and phone credit card payments only. This would help the City recoup a portion of the fees currently absorbed by the City. By doing this, the City would save an additional $18,000 annually, for a total savings of $35,000.

Mayor Magers asked if the City is worried about transaction fees, why are they accepting American Express, which is the most expensive card to accept. Robby Hefton, Assistant City Manager/CFO, said the staff was trying to expand the ways that the City would accept payment.

Mayor Magers said he pays through a recurring credit card payment, but as a customer, he did not want to be charged for that type of payment. Ms. Gurley said recurring credit cards will not be charged the additional fee. The charge will apply to one-time credit card users either online or by telephone. Recurring credit cards or draft payments will not be charged. The $1.25 is actually a convenience fee and is the fee that INCODE charges the City.

Mayor Magers said if the message sent is to get on a recurring payment plan to save $15 annually, he is okay with that. Deputy Mayor Wacker said the fee is actually a convenience fee because you didn't come and pay sooner and you need to pay quickly.

Mayor Magers verified that the City currently pays $87,000 annually in transaction fees and the proposed changes would reduce that amount by about $35,000.

George Olson, City Manager, said if the Council wants to consider the proposed fee, the staff will bring back an ordinance with the new rate structure.

Council Member Adami said the citizens want the convenience of paying with a credit card, however as a citizen that pays with a check, he doesn't want to pay the fee for a credit card. He also didn't feel the City should absorb the $1.25 fee for a citizen using the convenience of a credit card. Council Member Howeth verified that approximately 28% of customers walk-in and pay with cash.

Mr. Hefton said the rate change will happen in stages, but the staff will bring an ordinance back for Council consideration. The current contract with Dataprose expires in October 2009, so the credit card draft move from online payment into the Utility Department would be done in June and July 2009. Customers will need to complete and return an enrollment form to make this change.

Mayor Magers confirmed that the only customers that will be charged the convenience fee are the ones that pay on a one-time basis with a credit card either online or over the telephone. Council Member Adami said the City is not charging an additional fee, they are recouping a fee that is charged to the City for use of the credit card. Mr. Hefton reiterated that the City is recouping a portion of the fees that they are charged.

QUARTERLY INVESTMENT REPORT

<u>APPROVE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING MARCH 31, 2009</u>
The City Council approved the Quarterly Investment Report for the period ending March 31, 2009.

As of March 31, 2009, the Operating Portfolio had a book value of about $24.4 million, up about $2.8 million from three months ago, which is normal for this period because of property tax collections. The City was in compliance with all applicable State laws and the City's Investment Policy.

The Operating Portfolio is appropriately liquid and its weighted-average maturity increased to about 115 days, from about 41 days last period, because of security purchases during the quarter. Its yield of 1.28% for the quarter is higher than the benchmark yield of 0.42%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

As for the Debt Proceeds Portfolio, the City was in compliance with all applicable State laws and the provisions of the City's internal Investment Policy. The portfolio balance decreased about $1 million due to construction during the period. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.73% for the quarter is higher than the benchmark yield of 0.42%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.
CONSENT AGENDA.

CITIZENS REQUESTS

<u>CITIZENS REQUESTS</u>
There were no citizen's requests.

MEDIA QUESTIONS

<u>MEDIA QUESTIONS</u>
There were no media questions.

COUNCIL COMMENTS
RECENT BASEBALL TOURNAMENT

RECENT BASEBALL TOURNAMENT

Council Member Steele said two weeks ago a Baseball Tournament was held in Sherman that involved 39 teams, 27 of which were from out of town. Nine teams stayed in hotels. He estimated there were 1,500 to 1,600 visitors in Sherman that weekend due to the tournament.

He recognized Kevin Winkler, Parks and Recreation Administrator, and the Parks and Recreation Department and Grounds Maintenance Department for the good condition of the fields. Many of the coaches commented on how nice the fields were.

HAPPY BIRTHDAY TO SON

HAPPY BIRTHDAY TO DREW NEAL SMITH

Council Member Smith wished his son Drew Neal Smith a Happy Fourth Birthday. His birthday was Saturday, May 2, 2009.

CENSUS PRESENTATION

CENSUS PRESENTATION

Council Member Howeth felt the Census presentation was very interesting.

RED RIVER GROUNDWATER DISTRICT

RED RIVER GROUNDWATER DISTRICT

Mayor Magers said the proposed Red River Groundwater District passed the vote in the Texas Senate last week and is moving forward. It should be considered in the House of Representatives in the next couple of weeks.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:04 p.m.

MAYOR

CITY CLERK

United States® Census 2010

The U.S. Census Bureau is issuing a call to action for every resident of our nation:

"BE COUNTED IN 2010."

The Census: A Snapshot

- **What:** The census is a count of everyone residing in the United States.
- **Who:** All U.S. residents must be counted—people of all races and ethnic groups, both citizens and non-citizens.
- **When:** Census Day is April 1, 2010. Questionnaire responses should represent the household as it exists on this day. More detailed socioeconomic information will be collected annually from a small percentage of the population through the **American Community Survey.**
- **Why:** The U.S. Constitution requires a national census once every 10 years. The census will show state population counts and determine representation in the U.S. House of Representatives.
- **How:** Census questionnaires will be delivered or mailed to households via U.S. mail in March 2010; many households will receive a replacement questionnaire in early April. Census workers also will visit households that do not return questionnaires.

A Complete Count: The Importance of Census Data

- Every year, the federal government can allocate more than $300 billion to states and communities based, in part, on census data.
- Census data guide planning for new hospitals, roads, job training centers, schools and more.
- Census data are used to determine the need for additional social services, block grants and other grant programs essential to many communities.
- Census data inform a diverse range of local initiatives, from justifying the need for an after-school program to designating urban revitalization areas.

2010 Census Questionnaire: Quick, Easy and Confidential

- With only 10 questions, the 2010 Census questionnaire is one of the shortest questionnaires in history and takes just 10 minutes to complete.
- By law, the Census Bureau cannot share an individual's census questionnaire responses with anyone, including other federal agencies and law enforcement entities.

THE 2010 CENSUS IS IMPORTANT.

It determines the distribution of more than $300 billion annually of government funding for critical community services. It generates thousands of jobs across the country. And it impacts your voice in Congress.

YOU CAN MAKE A DIFFERENCE.

As an influential elected official, you can raise awareness of and encourage participation in this historic event. By doing so, you can help your constituents receive their fair share of federal funds, census jobs and congressional representation.

2010 CENSUS
IT'S IN **OUR HANDS**

2010 CENSUS: PARTNERSHIP AT A GLANCE

United States Census 2010

ELECTED OFFICIALS

Become a 2010 Census Partner

Your partnership sends a strong message to your community about the importance of the census and the benefits of being counted. By partnering with the Census Bureau, you can help:

- Spread the word about temporary census jobs in your community.
- Ensure accurate census data, which inform important funding decisions you make on behalf of your community.
- More accurately represent your constituents' interests.

Take Action for Your Community and Country

As a partner, you will play an important role in making the 2010 Census successful by encouraging people in your community to take part in the count. You can:

- Issue a proclamation or other public endorsement of the 2010 Census.
- Conduct "town hall" meetings or other events to encourage census participation.
- Help recruit census workers in your community.
- Provide space for Be Counted and Questionnaire Assistance Centers or for testing and training census employees.
- Create a Complete Count Committee (CCC) in your area and invite other influential community leaders and elected officials to join you in the effort to increase census participation.

2010 Census Timeline: Key Dates

Fall 2008	Recruitment begins for local census jobs for early census operations.
Spring 2009	Census employees go door-to-door to update address lists nationwide.
Fall 2009	Recruitment begins for census takers to support peak workload in 2010.
February - March 2010	Census questionnaires are mailed or delivered to households.
April 1, 2010	Census Day
May - July 2010	Census takers visit households that did not return a questionnaire by mail.
December 2010	By law, Census Bureau delivers population counts to the president for apportionment.
March 2011	By law, Census Bureau completes delivery of redistricting data to states.

2010 CENSUS
IT'S IN **OUR HANDS**

A COMPLETE AND ACCURATE COUNT
IS IN OUR HANDS.

For more information about the 2010 Census, go to 2010census.gov.

Issued February 2009
Form D-3238 (E)

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU

The 2010 Census and Your Community

2010 Census
Dallas Region
The Future is in Our Hands

Patrick McCoy
Partnership Specialist
Dallas Regional Census Center

USCENSUSBUREAU

Purpose of the Census

Article I, Section 2 of the Constitution of the United States reads:

"Representation and direct taxes shall be apportioned among the several States which may be included within this Union, according to their respective numbers .... The actual Enumeration shall be made within three years after the first meeting of the Congress of the United States, and within every subsequent term of ten Years, in such manner as they shall by Law direct."

- **Apportionment**
- **Redistricting**
- **Distribution of Funds**

USCENSUSBUREAU 2

What The Census Means to "YOUR" Community

The data from the census helps planners and decision makers determine:

WHAT neighborhoods need

and

WHERE to invest for

Transportation	Public Works
Public Health	Economic development
Education	Emergency Preparedness

Senior Services and more...

USCENSUSBUREAU 3

2010 Census Communications Campaign – "It's In Our Hands"

- Paid Advertising
- Earned Media
- Public Relations
- Census in Schools
- Partnership

USCENSUSBUREAU 4

2010 Census Core Messages

- It's Safe:
  - Answers are protected by law and strictly confidential
  - Information collected is used for statistical purposes only
- It's Easy:
  - Shortest questionnaire in Census history
  - About 10 easy questions, such as; name, gender, age, race, ethnicity, relationship, own/rent
  - Will take only about 10 minutes to complete
- It's Important:
  - The census will count all residents living in the United States on April 1, 2010
  - The census provides a snapshot of the nation, which helps define who we are
  - Census data directly affect how more than $300 billion per year in federal funding is allocated

USCENSUSBUREAU 5

Challenges in Achieving A Complete Count

- Privacy Protection Concerns
- Ever Changing Political Environment
- Hyper-charged Immigration Debate
- Growing Diversity in our Nation's Population
- Reaching the Hard to Count Populations

USCENSUSBUREAU 6

What is the Census Timeline?

Census Day is April 1, 2010.

- Advance letter (March 8 – 10) – Census questionnaire is coming.
- Questionnaire (March 15 – 17) – Short form questionnaire delivered.
- Post Card (March 22 – 24) – Reminder to complete & return questionnaire
- Replacement Questionnaire (April 1 – 8) – Another questionnaire mailed to select households that did not mail back their form.
- Non-response Follow-up Begins (May 1) – Enumerators go door-to-door to get information from households that did not mail back a questionnaire.

USCENSUSBUREAU 7

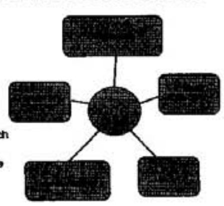
Examples of Hard to Count Populations

- Renters
- Crowded housing
- Immigrants
- Public Assistance
- Poverty
- Low education
- High unemployment
- Non-English speakers
- Female-headed households

USCENSUSBUREAU 8

Complete Count Committees

- Volunteer committees established by local governments
- Urge community participation in census
- Conduct targeted outreach
- Gives true meaning to the "It's in Our Hands" campaign theme



Census 2000 = 11,800 CCCs

USCENSUSBUREAU 9

Why form a Complete Count Committee?

A Complete Count Committee should be formed to:

- *Increase the response rate for residents mailing back their questionnaire through focused structured, neighbor-to-neighbor programs.*
- *Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.*
- *Bring together a cross section of community members whose focus is 2010 Census Awareness*

USCENSUSBUREAU 10

2010 Census "IT'S IN OUR HANDS

USCENSUSBUREAU 11

How YOU Can Help

- ✓ FORM A LOCAL COMPLETE COUNT COMMITTEE
- ✓ MOTIVATE HIGH-LEVEL TRUSTED COMMUNITY LEADERS TO SUPPORT THE CENSUS
- ✓ IDENTIFY OPPORTUNITIES FOR CENSUS BUREAU STAFF TO SPEAK
- ✓ MAKE POSITIVE, ENCOURAGING STATEMENTS ABOUT THE CENSUS AT MEETINGS
- ✓ IDENTIFY LOCATIONS FOR BE COUNTED SITES
- ✓ PUBLICIZE CENSUS THROUGH COMMUNITY-LEVEL COMMUNICATION NETWORKS
- ✓ ENGAGE LOCAL MEDIA TO PROMOTE CENSUS PARTICIPATION
- ✓ CREATE/POST "WE SUPPORT THE 2010 CENSUS" SIGNAGE IN PUBLIC ACCESS OFFICE LOCATIONS
- ✓ ANSWER AND RETURN THE CENSUS QUESTIONNAIRE!

USCENSUSBUREAU 12

Thank You!
Questions?

2010 Census
DALLAS REGION
The Future is in Our Hands

USCENSUSBUREAU

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My Contact Information

Patrick McCoy
Partnership Specialist

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Regional Contact Info
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Serving the Counties of

Bowie, Cass, Camp, Cooke, Delta, Fannin, Franklin, Grayson, Hunt, Hopkins, Lamar, Morris, Raines, Red River, Titus And their Municipalities.

USCENSUSBUREAU

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SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. A.5

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue

Due to unopposed candidates, the City of Sherman was able to cancel their Election this year. The official Statements of Elected Officer have been filed with the Sherman City Clerk; and Council Members may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Background

Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered by the City Clerk.

Origination

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation

It is recommended that the City Council Members take the Oath of Office.

Alternatives

There is no viable alternative.

Attachments

A copy of the Oath of Office is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

OATH OF OFFICE

I, ___(State Your Name)__

DO SOLEMNLY SWEAR,

THAT I WILL FAITHFULLY

EXECUTE THE DUTIES

OF ____(State Your Office)____

IN THE CITY OF SHERMAN

OF THE STATE OF TEXAS

AND WILL TO THE BEST OF MY ABILITY

PRESERVE, PROTECT, AND DEFEND

THE CONSTITUTION AND LAWS

OF THE UNITED STATES

AND OF THIS STATE

SO HELP ME GOD.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. A.6

COUNCIL ELECTION OF DEPUTY MAYOR

Issue
The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally, the Deputy Mayor is elected at the Council meeting in May during which new members are sworn in. The Deputy Mayor presides at City Council meetings in the absence of the Mayor and may serve as substitute for the Mayor at meetings and events when the Mayor is unavailable.

Background
Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor.

Origination
The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration
There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation
It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives
There is no viable alternative.

Attachments
A copy of Article II, Section 3 of the City Charter is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur. (Ordinance 3048, sec. 2(3), adopted 4/5/75; Ordinance 4745, sec. 2, adopted 3/8/99)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5604
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 2510 Texoma Parkway, being 3.92 Acres in the Reuben Hendrix Survey, Abstract No. 504 (Plitt Plaza Joint Venture, Owners; Movie Tavern Express, Tenant; and Terence Johnson, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

Issue
To consider the request of Plitt Plaza Joint Venture (Owners), Movie Tavern Express (Tenant), and Terence Johnson (Representative) concerning the property located at 2510 Texoma Parkway, being 3.92 acres in the Reuben Hendrix Survey, Abstract No. 504, to allow a commercial amusement center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District

Background
The property is located at 2510 Texoma Parkway; the southwest corner of Highway 82 and Texoma Parkway. The applicant would like to open a game room at this location.

Origination
Plitt Plaza Joint Venture (Owners), Movie Tavern Express (Tenant), and Terence Johnson (Representative)

Board Recommendation
At the April 21, 2009 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments
Ordinance No. 5604
Location Map
Photograph
Site Plan
P&Z Communication Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5604

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT AT 2510 TEXOMA PARKWAY, BEING 3.92 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (PLITT PLAZA JOINT VENTURE, OWNERS; MOVIE TAVERN EXPRESS, TENANT; AND TERENCE JOHNSON, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Plitt Plaza Joint Venture (Owners), Movie Tavern Express (Tenant), and Terence Johnson (Representative) are granted a Specific Use Permit to allow a commercial amusement center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

TRACT NO. 1

SITUATED in the County of Grayson, State of Texas, being a part of the Reuben Hendrix Survey, Abstract No. 504, also being part of a 9.6698 acre tract of land described as First Tract in deed from Manor Properties to R.S. Bell et al, as shown in Volume 1120, Page 737, Deed Records, Grayson County, Texas and being more particularly described as follows:

BEGINNING at a concrete monument at the intersection of the East right-of-way line of the MKT Railroad with the South right-of-way line of U.S. Highway 82, said monument maintaining the Northwest corner of said 9.6698 acre tract;

THENCE South 76 deg. 04 min. 14 sec, East with the South right-of-way line of said Highway 82, a distance of 371.02 feet to a steel rod maintaining the most Northerly Northeast corner of said 9.6698 acre tract and the Northwest corner of a tract of land now or formerly owned by George Schumacher;

THENCE South 01 deg. 37 min. 48 sec. West with an East line of said 9.6698 acre tract and the West line of said Schumacher tract, a distance of 216.00 feet to a steel rod maintaining the Southwest corner of said Schumacher tract;

THENCE South 87 deg. 56 min. 35 sec. East with the South line of said Schumacher tract, a distance of 41.19 feet to a point;

THENCE South 02 deg. 03 min. 25 sec. West, a distance of 73.62 feet to a point;

THENCE South 87 deg. 56 min. 35 sec. East, a distance of 388.50 feet to a point in the West line of U.S. Highway 75 and the East line of said 9.6698 acre tract;

THENCE South 29 deg. 22 min. 00 sec. West with the West right-of-way line of said highway, a distance of 79.14 feet to a steel rod;

THENCE North 60 deg. 38 min. 00 sec. West, a distance of 87.89 feet to a galvanized pipe;

THENCE North 89 deg. 07 min. 12 sec. West, a distance of 514.54 feet to a galvanized pipe maintaining the most Southerly Southwest corner of said 9.6698 acre tract;

THENCE North 01 deg. 37 min. 48 sec. East, a distance of 203.07 feet to a galvanized pipe, an ell corner of said 9.6698 acre tract;

THENCE North 88 deg. 25 min. 02 sec. West, a distance of 310.12 feet to a galvanized pipe in the East right-of-way line of said MKT Railroad, the most Westerly Southwest corner of said 9.6698 acre tract.;

THENCE North 37 deg. 23 min. 56 sec. East with the East right-of-way line of said railroad a distance of 252.54 feet to the **Place of BEGINNING and Containing 3.076 acres of land.**

TRACT NO. 2

SITUATED in the County of Grayson, State of Texas, being a part of the Reuben Hendrix Survey, Abstract No. 504, also being the 0.83 acre tract of land conveyed by Phobe E. Schumacher to the Texas Cinema Corporation by deed recorded in Volume 1628, Page 653, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a steel rod in the South right-of-way line of U.S. Highway 82, said rod maintaining the Northwest corner of said 0.83 acre tract of land and the most Northerly Northeast corner of a 3.076 acre tract of land previously conveyed to said Texas Cinema Corporation;

THENCE South 76 deg. 04 min. 14 sec, East with the South right-of-way line of said highway and the North line of said 0.83 acre tract, a distance of 190.20 feet to a steel rod maintaining the Northeast corner of said 0.83 acre tract of land;

THENCE South 01 deg. 37 min. 48 sec. West, a distance of 176.87 feet to a railroad spike previously set, maintaining the Southeast corner of said 0.83 acre tract;

THENCE North 87 deg. 56 min. 35 sec. West with the South line of said 0.83 acre tract, a distance of 185.84 feet to a steel rod, maintaining the Southwest corner of said 0.83 acre tract and an ell corner of said 3.076 acre tract;

THENCE North 01 deg. 37 min. 48 sec. East with the West line of said 0.83 acre tract of land, a distance of 216.00 feet to the **Place of BEGINNING and Containing 0.838 acres of land.**

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

Zoning

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District and the Commercial Tree and Landscaping Ordinance must be followed.
2. The operation of illegal gambling machines is prohibited.
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

<u>SECTION 6</u>. 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 __________________, 2009.

ADOPTED on this the _________________ day of __________________, 2009.

EFFECTIVE DATE on this the _________ day of __________________, 2009.

CITY OF SHERMAN, TEXAS

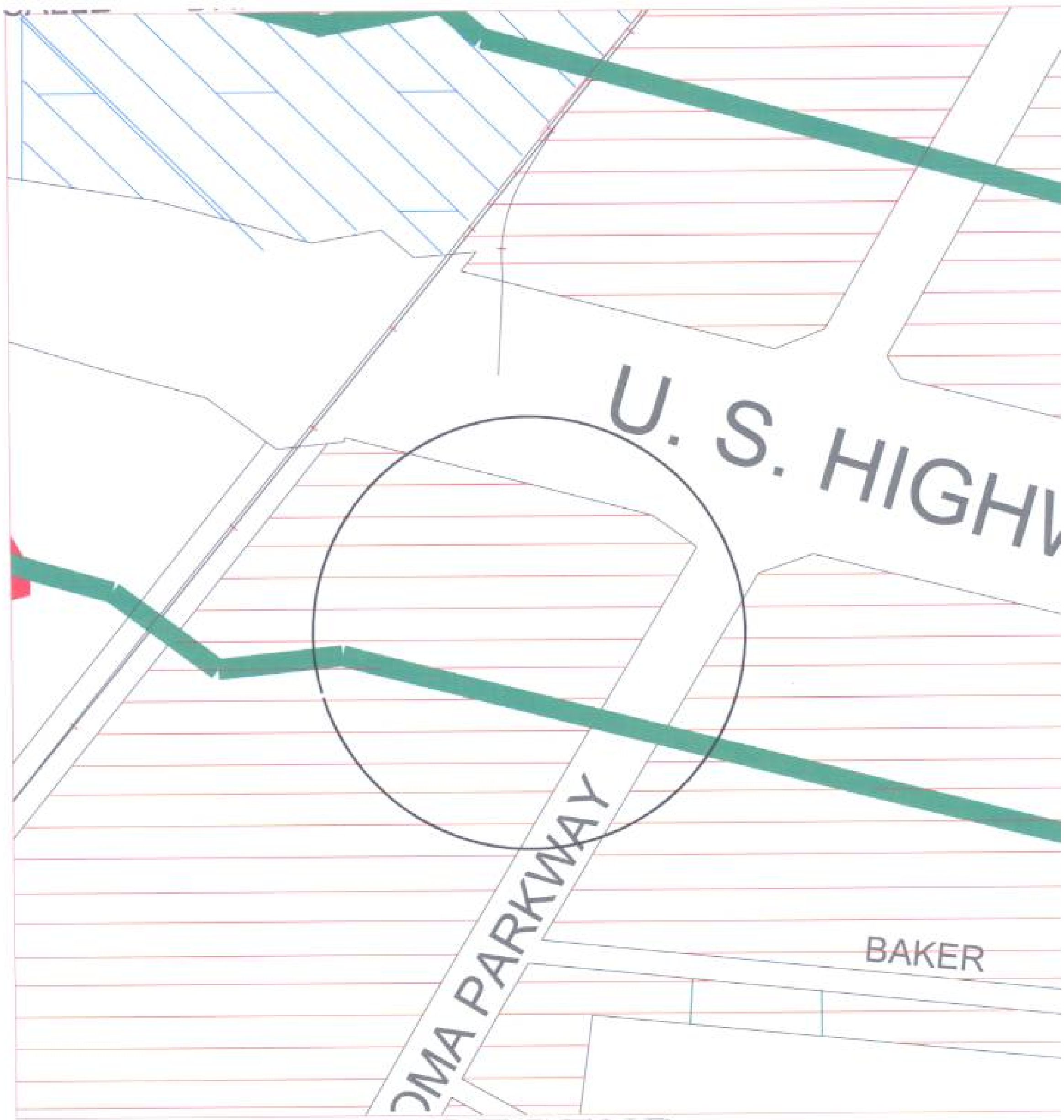
BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________________
BRANDON S. SHELBY,
CITY ATTORNEY



LEGEND

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

2510 TEXOMA PARKWAY

ENGINEERING DEPARTMENT

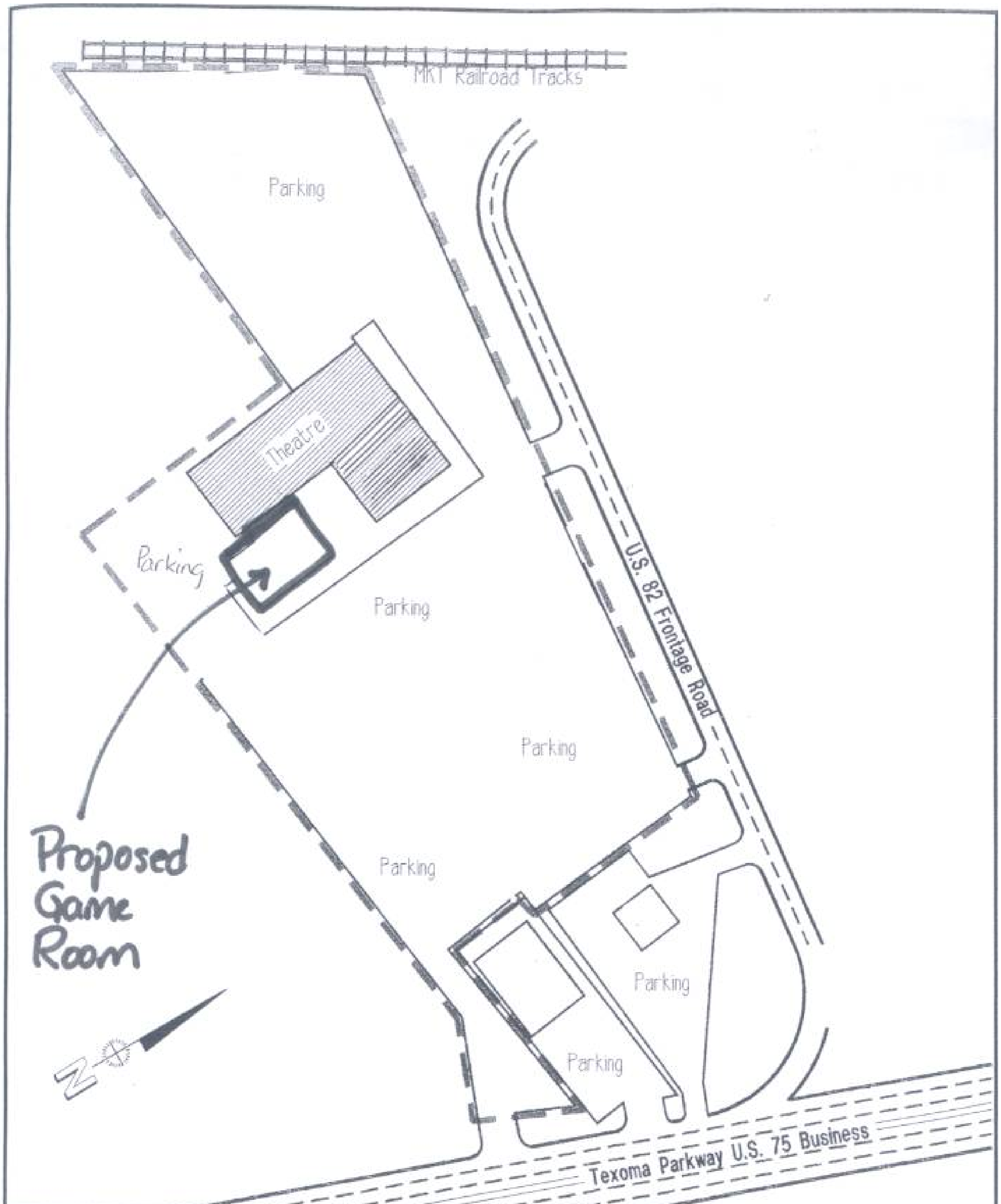

US HWY 82
BUCK OWENS

2510 Texoma Pkwy

Specific Use Permit for Commercial Game Room

We propose to operate an approximate 4,300 square foot game room in the vacant retail space in front of the Movies 7 theater located at 2510 Texoma Parkway

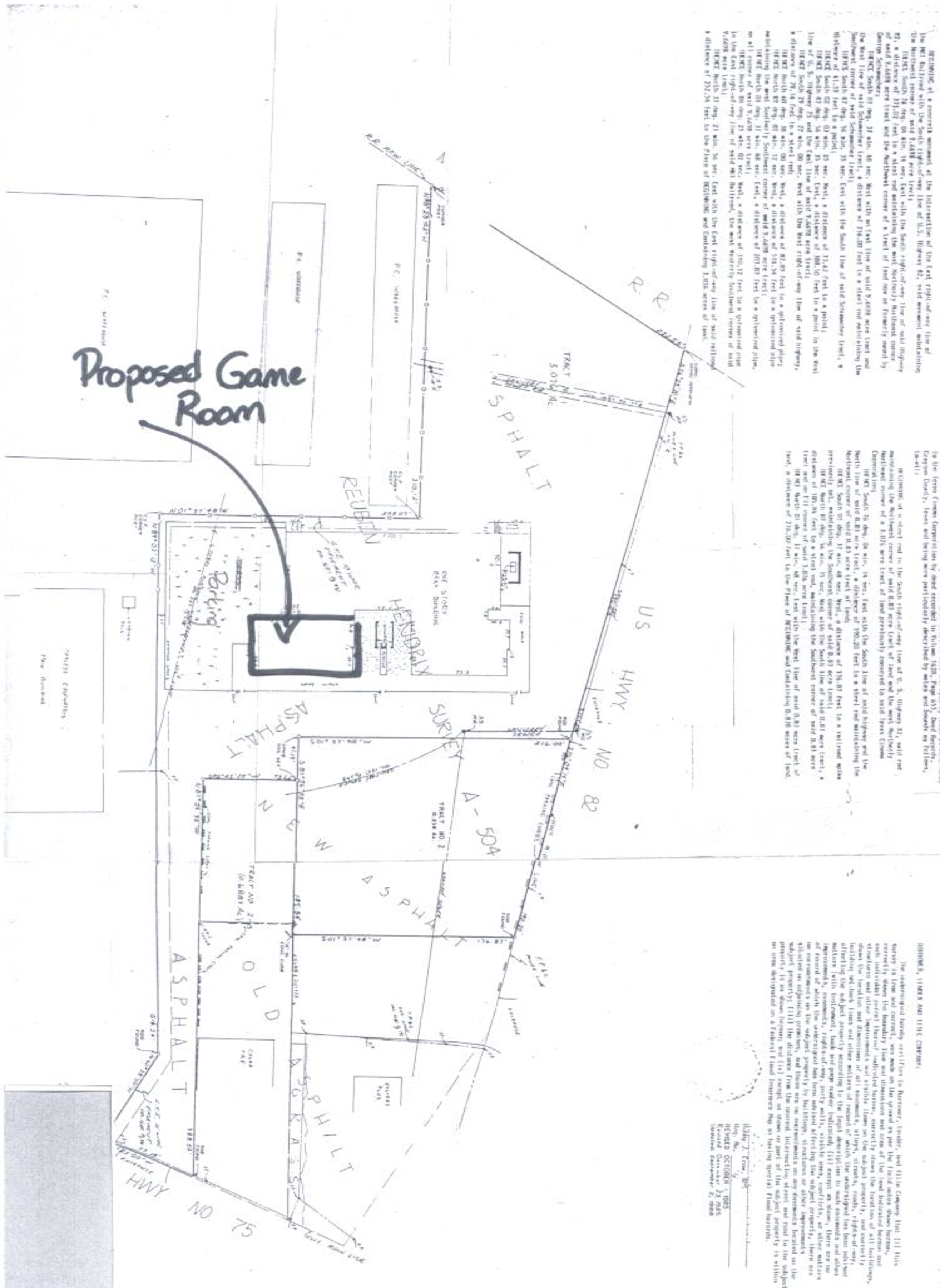
We estimate the installation of approximately 30 token operated video and ticket games as well as an associated ticket redemption machine.



SITE DRAWING

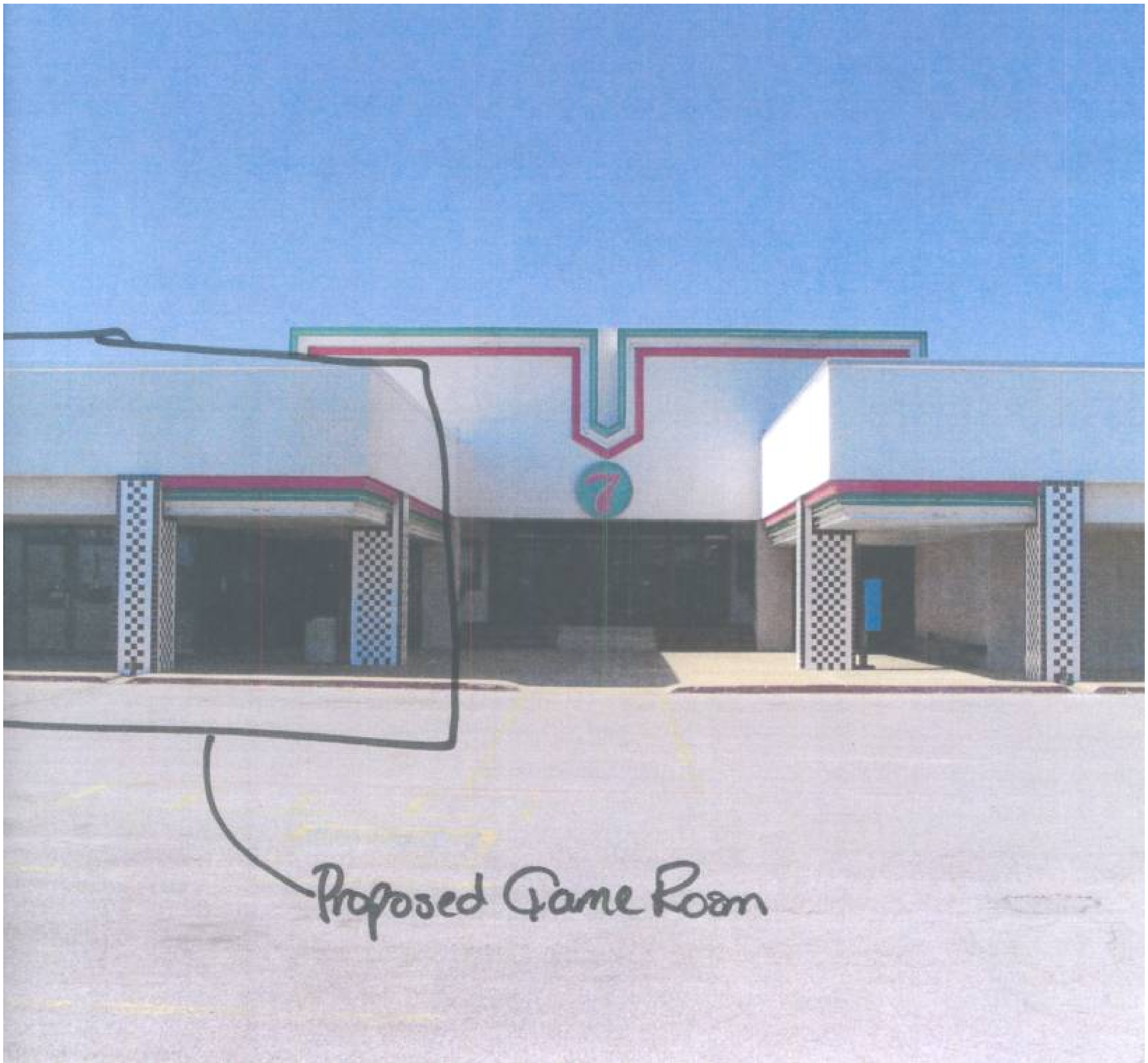
Retail Plaza

Texoma Pkwy (U.S. 75) & U.S. 82
Sherman, Texas



SITE PLAN


Proposed Game Room


Proposed Game Room

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

April 21, 2009

Jason Sofey, Chairman

2510 Texoma Parkway
Being 3.92 ac. in the Reuben Hendrix Survey, Abstract No. 504
Specific Use Permit

Requested Action/Proposed Use:
Planning and Zoning Commission
Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8 (5)(a) to allow a commercial amusement center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District.

Background
The property is located at 2510 Texoma Parkway; the southwest corner of Highway 82 and Texoma Parkway. The applicant would like to open a game room at this location.

Adjacent Zoning:
C-2 (General Commercial) District

Origination:
Plitt Plaza Joint Venture (Owners) Movie Tavern Express (Tenant) and Terence Johnson (Representative)

Master Plan Designation:
Retail/Commercial

Number of notices mailed:
6

Objections received:
0

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

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

April 16, 2009

Plitt Plaza Joint Venture
12400 Coit Road, Ste. 800
Dallas, TX 75251

Movie Tavern Express
Terence Johnson
1200 Stonington Drive
McKinney, TX 75071-7508

Dear Applicants:

The request for approval of a Specific Use Permit and site plan approval to allow a commercial amusement center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 2510 Texoma Parkway is scheduled to be heard by the Planning and Zoning Board on April 21, 2009 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

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

Zoning

1. All aspects of the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District and the Commercial Tree and Landscaping Ordinance must be followed.
2. The operation of illegal gambling machines is prohibited.
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,

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

cc: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Interim City Attorney
Lisa Whitfield, Engineering & Development Coordinator
Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5604

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5604
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Commercial Amusement Center in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 2510 Texoma Parkway, being 3.92 Acres in the Reuben Hendrix Survey, Abstract No. 504 (Plitt Plaza Joint Venture, Owners; Movie Tavern Express, Tenant; and Terence Johnson, Representative); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. B.3

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. 5361
Authorizing Execution of a Service Agreement with Southwestern Bell Telephone, L.P. d/b/a AT&T Texas for Maintenance of the Sherman Police Department's Universal Emergency Number Service (E911) Hardware

C.2 * RESOLUTION NO. 5362
Authorizing Execution of an Agreement with Intrado, Inc. for the Provision of Automatic Location Identification ("ALI") Management Implementation (E-911 Database) Services to the Sherman Police Department

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. C.1

**** RESOLUTION NO. 5361***

Authorizing Execution of a Service Agreement with Southwestern Bell Telephone, L.P. d/b/a AT&T Texas for Maintenance of the Sherman Police Department's Universal Emergency Number Service (E911) Hardware

Issue

To authorize the execution of a sixty (60) month, E911 equipment maintenance agreement with Southwestern Bell Telephone, L.P. d/b/a AT&T Texas (AT&T) for costs associated with labor and repair of the Sherman Police Department's (SPD) E911 equipment

Background

The SPD's current lease with Verizon expired in March of 2009. AT&T offers a less costly, equivalent equipment maintenance agreement. All 911 calls that come into the SPD are processed using this equipment.

Origination

Police Department

Financial Consideration

An annual cost of $11,436.00 ($953.00 per month), said amount is included in the current budget. We anticipate an approximate $8,100.00 savings this year when compared to Verizon's costs.

Staff Recommendation

Approve the execution of this Service Agreement with AT&T

Alternatives

Renew the existing agreement with Verizon

Attachments

Resolution No. 5361
AT&T Service Agreement
AT&T Statement of Work

Prepared by:
Tom Watt, Chief of Police

Approved by:
George Olson, City Manager

RESOLUTION NO. 5361

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A AT&T TEXAS FOR MAINTENANCE OF THE SHERMAN POLICE DEPARTMENT'S UNIVERSAL EMERGENCY NUMBER SERVICE (E911) HARDWARE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Service Agreement with Southwestern Bell Telephone, L.P. d/b/a AT&T Texas for maintenance of the Universal Emergency Number Service (E911) hardware located at the Sherman Police Department, in accordance with all 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 ________________, 2009.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

SERVICE AGREEMENT FOR MAINTENANCE OF UNIVERSAL EMERGENCY NUMBER SERVICE (E911) HARDWARE

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas (hereinafter "AT&T") and the City of Sherman (collectively "Parties") hereby agree to establish this Service Agreement for Maintenance of Universal Emergency Number Service (E911) hardware, located at the City of Sherman Police Department.

AT&T agrees to provide, and CITY OF SHERMAN agrees to pay for, the services contained in this Agreement and attached Exhibit A (hereinafter "Scope of Work "), at the prices set forth in this document.

CITY OF SHERMAN agrees that AT&T shall begin the implementation of the services described in this Agreement on an agreed upon date, and complete the full implementation of the services as soon thereafter as possible**.** CITY OF SHERMAN agrees to undertake such actions as are required for AT&T to establish the services by the required date.

CITY OF SHERMAN agrees to subscribe to the Services (and any mutually agreed upon upgrades) from AT&T at the specified location and for no less than five years from the date the Services are installed and accepted at the site. CITY OF SHERMAN understands and agrees that AT&T's prices in this Agreement are premised on CITY OF SHERMAN'S commitment to this Agreement and the prices would be higher if the entire commitment was not made and only a portion of the equipment, services and terms were ordered.

AT&T understands and acknowledges that CITY OF SHERMAN's ability to pay for Service for the four years subsequent to the year of execution of this Agreement is dependent upon authorized funding and budgets approved annually by the City Council. CITY OF SHERMAN commits to submitting such funding proposals as may be necessary to carry out this commitment and to make best efforts to assure that the funding is appropriated. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

CITY OF SHERMAN shall have the option of extending the term of this Agreement after the initial sixty-month period for as long as AT&T can reasonably maintain the equipment. In the event the manufacturer of the equipment discontinues production of the equipment and/or software, AT&T shall give CITY OF SHERMAN at least 12 months prior notice of the date AT&T maintenance services would no longer be available. If AT&T terminates this Agreement for reasons other than manufacturer discontinuance of equipment and/or software, AT&T must give CITY OF SHERMAN 24 months advance notice before terminating its maintenance responsibility.

Any damage or loss as a result of natural disaster or fire to the equipment covered by this Agreement shall be the financial responsibility of the CITY OF SHERMAN. It is the CITY OF SHERMAN's responsibility to ensure that the equipment room specifications and requirements are met, in order to protect the maintained equipment.

This Agreement and AT&T's performance and obligation hereunder shall be subject to all applicable laws, court orders, rules and regulations (collectively, "Laws"). In the event the provisions of or operations under this Agreement are found to be inconsistent with or contrary to any Laws, the latter shall be deemed to control and, if commercially practicable, the Agreement will be regarded as modified accordingly and will continue in effect as modified. If the modified Agreement is not commercially practicable (in the opinion of either party), then the parties will meet to discuss any necessary amendments or modifications. If the parties are unable to agree on necessary modifications, then the Agreement may be terminated immediately by either party. CITY OF SHERMAN will pay AT&T for all service provided up to the date of termination. Any change to Service to be provided in performance of this Agreement will be effective only if mutually agreed to in writing by representatives of both parties.

AT&T will not be deemed to be in default under any term of this Agreement or any Order executed pursuant to this Agreement, and CITY OF SHERMAN will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T fails to cure or correct same within ten (10) days following receipt of written notice from CITY OF SHERMAN.

This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Grayson County, Texas.

No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

These terms, including those contained in the Exhibit hereto, and the Agreement, constitute the entire agreement between AT&T and CITY OF SHERMAN that may not be modified except by a written instrument signed by authorized representatives of both parties. The provisions of the Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter hereof. No rights arising hereunder will inure to the benefit of any third party other than a permitted assignee.

Neither party shall be liable to the other party for delays, failure in performance, loss or damage due to a cause beyond the parties reasonable control, such as fire; lightening, strike; embargo; explosion; power surge or failure: acts of god; war; labor disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers, or any other causes beyond its reasonable control. This clause shall not excuse the payment of money. AT&T will provide all maintenance for the system components. A major outage (50% of the 911 call processing equipment down) will normally be responded to within 2 hours. A minor outage (less than 50% if the 911 call processing equipment down) will be responded to within the next 8 business hours.

In witness whereof, the foregoing Agreement has been executed by authorized representatives of the parties hereto, in duplicate as of the dates set forth below.

CITY OF SHERMAN

BY: ______________________________

NAME: ______________________________

TITLE: ______________________________

DATE: ______________________________

AT&T

BY: ______________________________

NAME: ______________________________

TITLE: ______________________________

DATE: ______________________________

Sherman PD, TX.

9-1-1 Equipment Maintenance

Public Safety Solutions

Prepared by:
R. Brian Hawthorne
Technical Sales Consultant

April 23, 2009

Statement of Work

Executive Summary

The purpose of this document is to define the responsibilities of Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T") regarding the Scope of Work, Deliverables, Terms and Conditions of Sherman PD E9-1-1 Maintenance agreement. This document and any revisions shall hereafter be recognized as an addendum to the Service Agreement by and between City of Sherman and AT&T.

Contact Information

Customer Information			
Customer Name	Sherman PD		
Customer Address	317 South Travis Sherman Texas, 75091		
Contact Position	**Contact Name**	**Contact Number**	
Captain	Otis Henry	903-892-7249	
Communications Supervisor	Cindy Carr	903-892-7185	

AT&T Information			
Position	Contact Name	Contact Number	
Area Manager	Doug Forsythe	817-884-9473	
Data Network Specialist	R. Brian Hawthorne	817 884-9418	
Project Manager	Deb Gee	817-884-9468	

Scope of Work

Overview

AT&T and Sherman PD will enter into a full E9-1-1 equipment Maintenance and Repair coverage agreement. The term of this agreement is for 60 months and is based on a 24 X 7 X 365 commitment from AT&T and Toll Free access to the AT&T Service Assurance Center in Austin, Texas for all trouble reporting support.

Project Details

AT&T will provide Maintenance & Repair support of the PlantCML Vesta Pallas 9-1-1 equipment at the address listed below.

Locations included in this Amendment:

- **Sherman PD**
  317 South Travis
  Sherman, TX 75091

Maintenance Information

Scope of Work: AT&T has agreed to maintain the Sherman PD Vesta Pallas system using our AT&T Special Services Crew. AT&T will provide Installation and 7x24x365 maintenance of the PlantCML 9-1-1 equipment systems located at the address listed in this Scope of Work for a period of five (5) years, beginning on the date the agreement is completed. The maintenance of the systems includes correcting problems with all PlantCML applications and underlying operating system on the premise equipment. Excluded from the maintenance coverage is support for any third party software or integrated systems, not installed by AT&T technicians. If the PlantCML application software or underlying operating system is adversely affected by third party software installed by Sherman PD, or anybody else, it will be the sole responsibility of Sherman PD to correct these problems. If AT&T technicians are dispatched to correct problems found to be caused by third party software or other material not covered by this agreement, Sherman PD will be billed according to the following schedule:

- Monday-Friday 8:00AM-5:00PM - $179.00/hr Time and Material.
- Monday-Friday 5:01PM-7:59AM and all day Saturday and Sunday-$268.50/hr Time and Material.
- Holidays - $358.00/hr Time and Material.

Scope of Work Defined:

- **AT&T is responsible to maintain Parts and Labor, but not limited to, the following items:**

1. Maintenance of all Servers (includes all internal components and monitor)
2. Maintenance of all Workstations (includes all internal components).

3. Maintenance of all "backroom" equipment, which is described as being the Vesta Pallas rack and all contents, all modems used by the PlantCML system, all cabling from the "backroom" equipment to the server and workstations.
4. Maintenance of all software (Operating System/PlantCML Applications) installed on Server and Workstation(s) which includes programs that are installed automatically with the Operating System. This includes any third party software required to run PlantCML Application software that may be needed.
5. All cabling attached to Workstations that interconnect with hardware necessary to operate the PlantCML Application software.
6. Handsets, including cables and "jack" plugs.
7. Maintenance covers Labor and all costs for Parts required for normal repair related activity.

- **AT&T will perform on a quarterly basis the following Preventative Maintenance:**

  1. Take Servers and Workstations off-line, one-at-a-time, remove covers and blow dust and debris from system.
  2. Run standard software/hardware diagnostic tools on Servers and Workstations.
  3. Sign log book placed at customer site indicating the date Preventative Maintenance was completed and by whom.
  4. Confirm media backup is functioning correctly.

- **Response times for Maintenance-For the purpose of responding to trouble reports on the Network, hardware, ancillary equipment, and software these are the defined levels of response times:**

  - **Critical** - the PSAP site is unable to process E9-1-1 calls or any seven digit Emergency calls due to hardware or network problems, excluding any administrative lines. AT&T shall respond to a reported problem of this nature immediately. AT&T will dispatch a technician after the problem has been evaluated by the AT&T 9-1-1 Resolution Center **(866-722-3911)**. Dispatch will be defined as "In or Out. "Dispatched In" refers to Central Offices and /or the AT&T 9-1-1 Resolution Center. "Dispatch Out" refers to an AT&T Network Services Technician. The AT&T 9-1-1 Resolution Center **(866-722-3911)** shall keep the Sherman PD and the Site Representative informed of the status and progress of repairs. All tickets will be closed to the Sherman PD or PSAP employee.

- **Major** - the PSAP site has at least 20% of its functionality disrupted because of network or equipment problems. AT&T shall respond to a reported problem of this nature within twenty-four (24) hours of the reported loss of functionality. AT&T will dispatch a technician after the problem has been evaluated by the AT&T 9-1-1 Resolution Center **(866-722-3911)**. Dispatch will be defined as "In or Out: "Dispatched In" refers to Central Offices and /or the AT&T 9-1-1 Resolution Center. "Dispatch Out" refers to a AT&T Network Services Technician. The AT&T Resolution Center **(866-722-3911)** shall keep the Sherman PD and the Site Representative informed of the status and progress of repairs. All tickets will be closed to the Sherman PD or PSAP employee.

- **Minor** - any report of disruption of functionality or malfunction caused by network or hardware problems that is not covered in the levels above . AT&T shall respond to a reported problem of this nature within a maximum of three (3) calendar days. AT&T will dispatch a technician after the problem has been evaluated by the AT&T 9-1-1 Resolution Center **(866-722-3911)**. Dispatch will be defined as "In or Out: "Dispatched In" refers to Central Offices and /or the AT&T 9-1-1 Resolution Center. "Dispatch Out" refers to a AT&T Network Services Technician. The AT&T 9-1-1 Resolution Center **(866-722-3911)** shall keep the Sherman PD and the Site Representative informed of the status and progress of repairs. All tickets will be closed to the Sherman PD or PSAP employee.

- **AT&T Repair/Escalation Procedures on Network, hardware, ancillary equipment, and software:**

  1. Initial reports of trouble should be made to the AT&T 9-1-1 Service Assurance Center **(866-722-3911)**.
  2. Status or Escalation on a trouble ticket can be obtained anytime by calling the Service Assurance Center **(866-722-3911).**
  3. Should step 2 fail contact the local AT&T Marketing Team.

- **AT&T will install, upon notification, manufacturer provided software patches, Service Packs, and fixes under the scope of this Addendum.**

  1. AT&T will provide Sherman PD a schedule of installation.
  2. Identify (either AT&T or Sherman PD) the software update that is to be installed.

- **AT&T will install, or arrange to have installed, upon notification, manufacturer provided "point releases".**

    1. AT&T will provide Sherman PD a schedule of installation.
    2. Identify (either AT&T or Sherman PD) the software update/upgrade that is to be installed.

- **For requests outside the scope of this Addendum, AT&T will bill according to the following schedule:**

    - Monday-Friday 8:00AM-5:00PM - $179.00/hr Time and Material.
    - Monday-Friday 5:01PM-7:59AM and all day Saturday and Sunday- $268.50/hr Time and Material.
    - Holidays - $358.00/hr Time and Material.

- **Upon request the AT&T 9-1-1 Service Assurance Center will provide to Sherman PD electronic documentation of trouble tickets opened for Sherman PD PSAP.**

- **Contact with Sherman PD will be in the following order:**

1. Cindy Carr – Communications Supervisor

Office: 903 892-7185

FAX: 903 892-7013

2. Otis Henry – Captain

Office: 903 892-7249

FAX: 903 892-7395

LAN Policy

Customer warrants to AT&T and all 9-1-1 emergency service users that the 9-1-1 equipment and/or services being provided hereunder, or previously supplied by AT&T, is not connected and will not be connected to any Local Area Network ("LAN") or any other computer network outside of AT&T's control, including without limitation the national Crime Information Center network ("CIC") or similar network; provided, however, that Customer may connect said equipment and/or services to the CIC or similar network if and only if such connection is expressly approved in writing by AT&T, which approval shall be in AT&T's sole discretion. AT&T relies on this representation by Customer in agreeing to install and/or maintain said equipment and all services thereon.

AT&T maintains a strict policy ("PSAP Network Security Policy") that it will install or maintain 9-1-1 equipment only in a secure PSAP LAN, and only where such LANs are not connected to any other computer network outside of AT&T's control. AT&T will not install or terminate a PSAP LAN to a firewall. AT&T will identify the demarcation point for the PSAP LAN, beyond which Customer agrees that AT&T is not responsible. In the event Customer connects its PSAP LAN to any other computer network, contrary to AT&T's express PSAP Network Security Policy (which Customer acknowledges it has received and read), and the PSAP LAN is infected or damaged as a result of such actions, then all warranties, and maintenance and service provisions of this Agreement shall be null and void and AT&T disclaims any liability whatsoever relating to any PSAP LAN which Customer or its agents connect to any other computer network contrary to the PSAP Network Security Policy.

Under such circumstances, AT&T will provide repair services for the PSAP LAN at Customer's request, which will be billed on a time and material basis at AT&T's then-prevailing rates. Customer further agrees to indemnify and save AT&T harmless for any damages to or claims by any third party against AT&T which arise in whole or in part from Customer's connection of the 9-1-1 equipment and/or services being provided hereunder to any LAN or any other computer network outside of AT&T's control, including without limitation to the national CIC.

Change Management Procedures

Overview

It may become necessary to amend this Statement of Work for reasons including, but not limited to, the following:

- Customer's changes to the Scope of Work and/or specifications for the Services
- Customer's changes to the Implementation Plan
- Non-availability of resources which are beyond either party's control
- Environmental or architectural impediments not previously identified

Procedures

In the event either party desires to change this Statement of Work, the following procedures will apply:

1. The party requesting the change will deliver a Change Request document (Appendix D) to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Deliverables, and the schedule.
2. A Change Request may be initiated by either party for any material changes to the SOW. The designated Program/Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
3. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
4. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

Financial Responsibility

Total compensation due AT&T from Sherman PD is as follows:

TOTAL AGREEMENT COST

2 PSAP Positions Maintenance contract rate:

$ 953.00 per month for 60 Months.

($ 953.00 X 12 months = $ 11,436.00 per year)

If Sherman PD chooses to terminate this maintenance agreement prior to its expiration date, for any reason other than an AT&T provided replacement system installation, the termination penalty shall be $ 453.00, times the number of unpaid months remaining in the original agreement.

Installation of additional call taking positions will result in a higher monthly maintenance rate.

Licensing fees for the Sherman PD PSAP Vesta Pallas

The original PlantCML licensing fees for Vesta Pallas software, and for manufacturer technical support, **will expire on 12/15/2009.**

Sherman PD will need to plan to fund the renewal of these agreements.

Here are three pricing options for these PlantCML services:

$ 2,473.00 for **one year** of licensing and technical support.

$ 6,596.00 for **three years** of licensing and technical support.

$ 8,244.00 for **five years** of licensing and technical support.

AT&T will collect the fee from Sherman PD, pay PlantCML for the chosen option, and have PlantCML update their records to reflect the new coverage dates.

Customer Acknowledgment

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T's Product and Services Agreement. The customer also is aware that any delays incurred because of any of the reasons listed in the Customer Responsibilities section is considered billable time. Any questions concerning AT&T's responsibilities and the work to be done should be directed to the AT&T representative.

City of Sherman	**AT&T Texas**
Signature	Signature
Name *(type/print)*	Name *(type/print)*
Title *(type/print)*	Title *(type/print)*
Date	Date

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5362***

Authorizing Execution of an Agreement with Intrado, Inc. for the Provision of Automatic Location Identification ("ALI") Management Implementation (E-911 Database) Services to the Sherman Police Department

Issue

Authorizing the execution of a sixty (60) month agreement with Intrado, Inc. to provide Automatic Location Identification ("ALI") Management Implementation (E-911 database) services to the Sherman Police Department (SPD)

Background

The SPD currently purchases E-911 database services from Verizon. The contract with Verizon will be terminated and replaced with the Intrado software, which will enhance these services. For example, the Intrado software allows the SPD to make street address corrections directly and offers off site database storage for redundancy. Also, the Grayson County Sheriff's Office uses Intrado and is our 911 contingency site should we lose our 911 capabilities and need to transfer calls. With SPD also using Intrado, a seamless transition between the two agencies is created.

Origination

Sherman Police Department

Financial Consideration

Monthly recurring costs are estimated to be approximately $2,014.00. Costs are based on the number of telephone numbers in the City. This amount is included in the current budget. There is a $7,500.00 non-recurring transition preparation fee which will be recouped from the AT&T E-911 equipment maintenance agreement savings (Agenda Item C.1).

Staff Recommendation

Approve the execution of this agreement

Alternatives

Continue the existing agreement with Verizon

Attachments

Resolution No. 5362; Portions of the Master Services Agreement between the Commission on State Emergency Communications and Intrado, Inc.; Statement of Work between Intrado and the City

Prepared by:
Tom Watt, Chief of Police

Approved by:
George Olson, City Manager

RESOLUTION NO. 5362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH INTRADO, INC. FOR THE PROVISION OF AUTOMATIC LOCATION IDENTIFICATION ("ALI") MANAGEMENT IMPLEMENTATION (E-911 DATABASE) SERVICES TO THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a sixty (60) month Service Agreement with Intrado, Inc. to provide Automatic Location Identification ("ALI") Management Implementation (E-911 database) services to the Sherman Police Department, in accordance with all 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 ________________, 2009.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

DIR-E911-DMS

Master Services Agreement

For

E9-1-1 Database Management Services

MASTER SERVICES AGREEMENT

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MASTER SERVICES AGREEMENT

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT, including all Exhibits attached hereto (the "Master Services Agreement"), is made and entered by and between the **Commission on State Emergency Communications** ("Commission" or "CSEC"), a state agency having its principal offices at 333 Guadalupe Street, Suite 2-212, Austin, Texas 78701, and **Intrado Inc.** ("Supplier") a corporation with its principal offices located at 1601 Dry Creek Drive, Longmont, CO 80503.

Unless the context clearly indicates otherwise, the term "Customer" is used in this Master Services Agreement to refer to each Emergency Communication District as defined in Health and Safety Code § 771.001 and each Regional Planning Commission established under Texas Local Government Code Chapter 391 that has executed a Customer Services Agreement with Supplier. The term "Parties" is used in this Master Services Agreement to refer to the Commission and the Supplier. Unless the context clearly indicates otherwise, the term "Party" is used in this Master Services Agreement to refer to either the Commission or the Supplier.

This Master Services Agreement is made and entered into with reference to the following facts:

INDUCEMENTS

Whereas, preceding the formation of the Master Services Agreement, the Commission and the Regional Planning Commissions ("9-1-1 Agencies") procured centralized E9-1-1 database management services from a third party database provider that services over 300 Public Safety Answering Points (PSAPs). With the provision of centralized E9-1-1 database management services, the 9-1-1 Agencies have tools to manage and maintain their database and measure their data quality.

Whereas, the Parties acknowledge and agree that the Services to be provided under this Master Services Agreement will result in a substantial improvement compared to quality, timeliness and accuracy of the Services received under the preceding contract.

Whereas, the Parties recognize and agree that there is a need for the E9-1-1 network to evolve to keep pace with technological advances, such as Geographic Information Systems, Telematics, and Internet Protocol, as well as regulatory mandates, such as Wireless Phase I & II. To meet the demands of these technological advances, the State of Texas needs an E9-1-1 database solution that incorporates coordinate-based functionality to support wireless emergency calling and other emerging technology solutions, and further automates processes for data maintenance and error resolution. The goal is to follow the recommendations in the NENA Future Path Plan to meet the evolution of E9-1-1. The Parties agree that the Services expected under this Master Services Agreement will support the evolution and improvement to the E9-1-1 network, while not diminishing and not adversely impacting existing E9-1-1 services by the use of new technologies, protocols, and interconnection architectures.

Whereas, on March 19, 2005, the Commission published an Invitation to Negotiate (ITN) setting forth certain information regarding the Commission's desire to obtain qualified offers that would provide a broad solution to the Commission's purposes, needs and requirements.

MASTER SERVICES AGREEMENT

Whereas, based on the results of Supplier's review and analysis of the ITN, this Master Services Agreement and discussions with the Commission, Supplier represents it fully understands the requirements necessary to successfully provide the Services, at the quality levels described hereinafter. The Supplier acknowledges that the Commission has relied on Supplier's representations relating to the methodology proposed, representations of the time and costs to deliver the Services and to achieve the purposes of this Master Services Agreement.

Whereas, per Supplier's review and analysis of the ITN, Supplier prepared and delivered to the Commission an offer to contract entitled Intrado Response Invitation to Negotiate DIR E9-1-1 DMS dated July 27, 2005 setting forth representations including conclusions, recommendations, and benefits to contracting with Supplier. These representations specify the services, and related operating procedures and requirements necessary to provide the Commission and each Customer with Services.

NOW, THEREFORE, in consideration of the inducements, covenants, agreements and conditions herein contained, the Parties agree as follows:

SECTION 1 PURPOSE

The purpose of the E9-1-1 database management services and this Master Services Agreement is to deliver accurate and timely E9-1-1 information and location data to the correct Public Safety Answering Point to promote the health, safety and welfare of the citizens of the State of Texas. To achieve the purposes of this Master Services Agreement, Supplier has agreed to provide the Services to each Customer. In addition to creating and hosting of 9-1-1 records, Supplier is responsible for verifying the accuracy and quality of submitted data and returning inaccurate data to the appropriate entity for correction. Supplier is also responsible for communicating to the appropriate data providers and selective routing service providers any changes to address or selective routing information. An additional responsibility of Supplier is to track and to report on all data that is submitted, returned and resubmitted to the E9-1-1 database. To facilitate the tracking and assist in the correction of data, Supplier will design, develop, maintain and host a Web based software application that allows each Customer, each submitting entity and the Commission to view the information, and readily correct the information.

The purposes stated in this Section are intended to be a general introduction to this Master Services Agreement, and are not intended to expand the scope of the Parties' obligations hereunder or to alter the plain meaning of the terms and conditions of this Master Services Agreement. However, to the extent the terms and conditions of this Master Services Agreement do not address a particular increment of work that is necessary to achieve the purposes or is otherwise unclear or ambiguous, the terms and conditions are to be broadly interpreted and construed in a manner consistent with achieving the purposes of this Section. (All terms not specifically defined in this Master Services Agreement shall be defined, in order of priority, by applicable State and Federal Law; Commission Rules; Federal Communications Commission Orders and Regulations; Public Utility Commission of Texas Rules regarding E9-1-1; National Emergency Number Association Glossary of 9-1-1 Terms; Newton's Telecom Dictionary.)

MASTER SERVICES AGREEMENT

From time to time, terms in this Master Services Agreement will have specific definitions. The list of terms and corresponding definitions are found in Exhibit B, which is attached hereto and incorporated herein by reference.

SECTION 2 BUSINESS MODEL

2.1 Contractual Overview.

The business model for the Master Services Agreement is based on the selection of one qualified vendor to provide the Services to all Customers. There are three major components of this business model:

2.1.1 Master Services Agreement. The Commission executes the Master Services Agreement with Supplier to provide the Services to each Customer, subject to approval by the Commission.

2.1.2 Grant Contract. By statute, the Commission provides a grant to certain Customers for reimbursement of their cost for Services based on the terms in this Master Services Agreement ("Commission Grantees"), including the Price Matrix (Exhibit B). The total amount available for grants is determined every two years by the Texas Legislature. The amount of each grant is determined by the Commission in accordance with State Law and Commission Rules and Policy Statements.

2.1.3 Customer Services Agreement. Through the use of a Customer Services Agreement (developed and intended solely for use in connection with the Master Services Agreement), each Customer will contract for Services with Supplier. A Customer that is not entitled to a grant from the Commission may elect to independently fund its Customer Services Agreement with Supplier.

2.2 Master Services Agreement Oversight/Management

In addition to any specific contract management and oversight duties and responsibilities specified in this Master Services Agreement, the Commission shall have the right to exercise contract management and oversight functions that impact the system-wide performance of Services. The Commission may delegate all or part of their contract management and oversight responsibilities to any third party with the agreement of the Supplier, which shall not be unreasonably withheld.

2.3 Customer Services Agreement Oversight/Management

Each Customer shall have the right and the responsibility to manage its respective Customer Services Agreement. Each Customer shall also have such rights, responsibilities and obligations as described in this Master Services Agreement. The Parties acknowledge that Customers are not signatories to this Master Services Agreement. Accordingly all Customer rights, responsibilities and obligations described in this Master Services Agreement will be acknowledged and adopted in the Customer Services Agreement.

2.4 Payment to Supplier

The Commission shall not be liable to Supplier for any payment due under this Master Services Agreement. Each Customer shall have the liability to Supplier for such payments as described in Section 9 of this Master Services Agreement.

2.5 Additional Customers

From time to time during the performances required under this Master Services Agreement the number and location of Customers may increase or decrease. The Commission shall have the right to add new Customers that agree to execute a Customer Services Agreement for the Services under this Master Services Agreement. The decision of any existing Customer to terminate its Customer Services Agreement shall not impact or affect the Services provided by Supplier to the remaining Customers.

Prospective or new Customers shall share information with Supplier to allow Supplier to determine which resources will be required to meet the new Customer's needs. Supplier shall:

(i) Formulate a plan to accommodate a new Customer's needs, without a disruption in Services to existing Customers, in a cost effective manner; and

(ii) Submit such plan, including the compensation due to Supplier hereunder (such compensation being limited to the Charges in effect under this Master Services Agreement for Services), for Customer's review.

Upon the Commission's and new Customer's acceptance of the plan and the new Customer's execution of the Customer Services Agreement, Supplier will provide Services to the new Customer.

2.6 Commission Representations and Warranties

The Commission represents and warrants that:

2.6.1 It is a governmental entity, political subdivision, unit of government, and/or agency of the State of Texas that is authorized to provide 9-1-1 services.

2.6.2 It has all requisite authority to execute, deliver, and perform its obligations hereunder.

2.6.3 The execution, delivery and performance of this Master Services Agreement have been duly authorized by it.

2.6.4 It shall comply with all laws and regulations applicable to Commission and shall obtain all applicable permits and licenses required of Commission in connection with its obligations hereunder.

2.6.5 It is not a party to any pending litigation, the resolution of which is reasonably likely to adversely affect the ability of the Commission, Customers, or Supplier to fully perform their respective obligations hereunder, nor is any such litigation reasonably contemplated. The Commission and the Customers agree to inform Supplier in the event any such litigation occurs or becomes reasonably contemplated during the Term hereof.

EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS SUBSECTION, THE COMMISSION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS MASTER SERVICES AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

2.7 Supplier Representations and Warranties

Supplier represents and warrants that:

2.7.1 It is a corporation duly incorporated, validly existing and in good standing.

2.7.2 It has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder.

2.7.3 It is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Supplier's ability to fulfill its obligations hereunder.

2.7.4 The execution, delivery and performance of this Master Services Agreement have been duly authorized by it.

2.7.5 It shall comply with all applicable laws and regulations applicable to Supplier and shall obtain all applicable permits and licenses required of Supplier in connection with its obligations hereunder.

2.7.6 It has not disclosed, nor will it disclose, any Commission or Customer Confidential Information.

2.7.7 All software proprietary to Supplier and which is to be used in connection with the Supplier's performance hereunder does not and will not infringe upon the proprietary rights of any third party (except as may be caused by a modification by Customer or Customer's combination, operation or use with devices, data or programs furnished by Customer and not approved or authorized by Supplier).

2.7.8 It is not a party to any agreement with a third party, the performance of which is reasonably likely to adversely affect the ability of Customer or Supplier to fully perform their respective obligations hereunder.

2.7.9 Except as otherwise stated in this Subsection, it is not a party to any pending litigation, including state or federal administrative or regulatory proceedings, or contractual negotiations, the resolution of which is reasonably likely to adversely affect the ability of Customer or Supplier to fully perform their respective obligations hereunder, nor is any such litigation reasonably contemplated. Supplier agrees to inform Customer in the event any such litigation occurs or becomes reasonably contemplated during the Contract Term.

2.7.9.1 The Application of Greater Harris County 9-1-1 Emergency Network for a Service Provider Certificate of Operating Authority; Public Utility Commission of Texas Docket No. 34049 will not adversely impact the ability of Supplier to provide the Services and perform its obligations under the Master Services Agreement.

2.7.9.2 There will be no adverse impact on the ability of Supplier to provide the Services and perform its obligations under the Master Services Agreement in the event the Greater Harris County 9-1-1 Emergency Network, or any other governmental or non-governmental entity, begins to either self-provision or contracts with a third party to obtain E9-1-1 database management services.

2.7.9.3 Any pending or contemplated actions by Supplier to alter, amend, increase or decrease, or in any way change the requirements to be a 9-1-1 database management services provider in Texas will not adversely impact the ability of Supplier to provide the Services and perform its obligations under the Master Services Agreement.

2.7.10 It has read and fully understands this Master Services Agreement and the Parties' rights and obligations hereunder.

2.7.11 It has informed, or will inform, all subcontractors of the terms and conditions of this Master Services Agreement, and such subcontractors have agreed, or will agree, to be bound by such terms and conditions (provided that such agreement shall in no way limit Supplier's responsibility for the performance of Supplier's obligations hereunder).

2.7.12 It will perform the Services in accordance with highest professional standards in the applicable area or areas of expertise required to perform such Services, all Supplier personnel shall be fully qualified to perform the tasks assigned them and shall be in compliance with all immigration laws, and all Supplier personnel shall be legally qualified to work and receive compensation in the jurisdiction in which they are employed.

2.7.13 Supplier's performance of the Services shall be compatible with equipment and applicable hardware and software platforms, upgrades, and interfaces used by Customers. It is Supplier's responsibility to ensure that prior to executing a Customer Services Agreement, that it is capable of performing the Services given the Customer's then existing equipment, hardware and software platforms and interfaces. Thereafter, it is the responsibility of Supplier to work with the Customer to ensure that any upgrades or replacement of any of the foregoing which Supplier has been notified in advance regarding are compatible with Supplier's continued performance of Services. In the event Customer's proposed upgrades or replacements are deemed by the Commission to be incompatible through no fault of Supplier, the Supplier is not responsible for any degradation in performance of the Services caused by Customer making the incompatible upgrades or replacements.

2.7.14 The Services shall conform to the Performance Standards and other requirements of this Master Services Agreement. Without limitation on any other rights of the Commission and Customer hereunder, Supplier further warrants that in the event of its failure to fulfill all or part of the warranty in this Subsection 2.7 at any time during the period Supplier is providing Services to Customer, Supplier shall take all necessary or appropriate actions to correct such failure, at no cost to Customer.

2.7.15 It shall have, as of the effective date of this Master Services Agreement and throughout the applicable period of performance of Services, free and clear title to, and the right to possess, use sell, transfer, assign, license, or sublicense, any and all Equipment and software Products that are sold, licensed or otherwise provided to Customer in connection with Supplier's performance of Services hereunder.

2.7.16 With respect to any Service hereunder, Customer shall be entitled to possess and use such Service during the period in which such Services are being performed by Supplier, without interruption by Supplier or any person claiming by or through Supplier, provided only that Customer shall duly perform its obligations pursuant to this Master Services Agreement.

2.7.17 During the Contract Term that to the extent its provisioning of Services deviates from NENA technical standards 02-010 and 02-011 such deviations will not negatively impact the Commission's or a Customer's ability to manage data, resolve errors, or deliver ALI. Supplier warrants that it shall not deviate from the foregoing NENA standards without written approval from the Commission Contract Manager.

EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS MASTER SERVICES AGREEMENT, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS MASTER SERVICES AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES

OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 3 SCOPE OF SERVICES

3.1 Scope of Services

The Scope of Services includes but is not limited to the matters described in this Master Services Agreement, Section 3, the Statement of Work (Exhibit A), and the Definitions (Exhibit D). The Parties have used their best efforts to define the major requirements, obligations, duties and responsibilities of Supplier in the Statement of Work which comprise the Services, but the Parties acknowledge and agree that every supporting requirement that is necessary to deliver the Services may not have been identified. Notwithstanding the foregoing, the Parties agree that Supplier has substantial expertise in performing the Services and/or providing products relating to E9-1-1 database management services, and Supplier agrees to perform the Services in a manner that achieves the intended purposes as stated in this Master Services Agreement and that otherwise adds value to and/or improves of Customer's ability to provide 9-1-1 services.

3.2 Analysis and Resolution of Performance Standard Deficiency

Upon:

(1) Supplier's failure to provide any of the Services in accordance with a performance standard and for which the cause of such failure is not immediately identified and cured by Supplier; or

(2) Supplier's failure to provide any of the Services in accordance with a performance standard on more than three (3) separate occasions for any specific Service, whether or not the cause of such failure is immediately identified and cured by Supplier, Supplier shall:

a) Perform an analysis to identify the cause of such failure;
b) Provide Customers and the Commission with a written report detailing the cause of, and procedure for, correcting the failure within five business days of identification of the failure or no later than within the timeframe associated with the affected deliverable(s) established in the Statement of Work; and
c) Provide Customers and the Commission with reasonable evidence that such failure will not recur.

3.3 Competitive Assessment

The Commission shall have the right, at any time during the term, to benchmark any of the Services to ensure that such Services are competitive with respect to price, quality, service and technology. The Parties will agree in advance regarding the definition and specifications of each such Service to be benchmarked.

Supplier shall, at the Commission's reasonable request, prepare and provide, or cooperate with the Commission in the preparation of, comparative information and data verifying the competitive nature of the Services being performed or which may be available from Supplier. The Commission and Supplier agree to select an experienced benchmarking company that is not generally considered to be a direct competitor of Supplier. The Commission and Supplier agree to share the cost of the chosen benchmarking company.

If the written benchmarking report indicates, in the Commission's reasonable judgment, that all or part of the Services provided by Supplier are not competitive with respect to price, quality, service or technology, then the Commission shall provide Supplier with a copy of the benchmark results. Supplier shall review the benchmark results and discuss any disagreement with the Commission within thirty (30) days after Supplier's receipt of the results. At the end of the thirty (30) days' review period, Supplier shall have a reasonable amount of time to adjust its Services and/or related fees to meet the benchmark results or such other standards as the Parties may have agreed to during the review period.

3.4 Satisfaction and Performance Reviews

The Commission and the Customers shall have the right to develop, adopt and implement on at least an annual basis Customer and/or user satisfaction surveys, Supplier performance reviews, and any other surveys or reviews as deemed appropriate by the Commission and/or the Customers. The content, scope, method and timing of such surveys, and reviews shall be developed by the Commission and/or the Customers. Supplier shall (1) support such surveys and reviews to the extent requested by the Commission and/or the Customers, and (2) work with the Commission and the Customers to increase the Commission's, Customers' and/or users' reasonable satisfaction and Customers' and/or users' performance on an ongoing basis. At the Customer's request, Supplier shall meet with and discuss with the Customers the results of such surveys and reviews, and shall prepare a plan for improvement of Customer satisfaction and performance. Such surveys and reviews, and Supplier's assistance to the Commission and/or Customers in improving the Commission's, Customers' and/or users' satisfaction and performance, shall be factors to be considered by the Commission and/or Customers in evaluating Supplier's qualifications relative to the performance of additional Services under the Master or Customer Services Agreements.

3.5 Technical Architecture and Product Standards

In performing the Services, Supplier shall comply with the technical architecture and product standards as described in the Statement of Work (Exhibit A) and other applicable Exhibits attached to this Master Services Agreement, unless otherwise expressly agreed by Customer and the Commission.

3.6 New Technology Replacement

Customer and Supplier recognize that Supplier will develop and market new Products (New Technology) that are designed to enhance or replace the products and/or services provided for in this Master Services Agreement. To accommodate each Party's requirements, Supplier agrees to include the New Technology as part of its Services within the terms provided for in this Master Services Agreement. Customer's acquisition of New Technology will be included in any pricing discounts for Product or purchase volumes stated within this Master Services Agreement.

3.7 Technical Change Control

With respect to any material changes in the technical environment and systems used by Supplier to provide the Services, Supplier shall comply with the change control requirements set forth in this Subsection. Prior to using any new software or new equipment to provide the Services, Supplier shall have verified that the item has been properly installed, is operating in accordance with its specifications, and is performing its intended functions in a reliable manner. Upon the request of either a Customer or the Commission, Supplier will provide copies of the test results, verifying that the item has been properly installed, is operating in accordance with its specifications, and is performing its intended functions in a reliable manner. If new software, equipment, or products are installed by Supplier and the new software, equipment, or products have a negative impact on the data quality or Customers' business operations, Supplier will promptly correct such negative impacts at Supplier's expense. Supplier shall make no material change in the technical environment and systems used by Supplier to provide the Services, nor shall Supplier make any change which could adversely affect the function or performance of, or decrease the resource efficiency of, the Services, including implementing changes in technology, without first obtaining the Customer's and the Commission's approval, which approval the Commission may not unreasonably withhold.

Supplier may make temporary changes required by an emergency if it has been unable to contact the Commission Contract Manager to obtain such approval after making best efforts. Supplier shall document and promptly report such emergency changes to the Customers and the Commission.

3.8 Disaster Recovery

In the event of a Disaster, as defined herein, Supplier shall be responsible for disaster recovery for operations within the scope of the Services being provided.

Supplier shall immediately provide Customers and the Commission with notice of a Disaster and, upon the occurrence of a Disaster implement Disaster Recovery procedures pursuant to the Statement of Work (Exhibit A).

Whenever a Disaster causes Supplier to allocate limited resources between or among Supplier's customers, the Customers shall receive the highest priority possible.

intrado®

Automatic Location Information (ALI) Management Implementation Statement of Work

prepared for

City of Sherman, Texas

west Intrado Inc. is a Subsidiary of West Corporation

CONTENTS

Copyright and Trademark Notice

Corporate Ownership

Intrado is a wholly owned subsidiary of West Corporation.

Open Records Act Request

Customer will immediately advise Intrado in writing of any Open Records Act type of requests as it may relate to this proposal or any information contained herein.

ALI MANAGEMENT IMPLEMENTATION STATEMENT OF WORK

1. *Introduction*

This Statement of Work ("SOW"), effective as of ________________ ("SOW Effective Date"), is an Attachment to the Customer Service Agreement for Services between Intrado Inc. ("Intrado") and City of Sherman, Texas ("Customer"), dated as of __________________ ("Agreement").

This SOW sets forth the responsibilities of Intrado and Customer for Customer's transition to Intrado's Automatic Location Identification ("ALI") Management Implementation services for the Sherman Police Department described herein ("Base Services"). Intrado and Customer are referred to herein individually as "Party" and collectively as "Parties."

The following appendices are attached to this SOW:

Appendix A Fees

1.1. Term of SOW

The term of this SOW will begin upon the Effective Date as stated in the Customer Service Agreement (CSA) and will continue until the Measure of Success (section 1.5) is reached .

1.2. Exclusivity and Competition

During the Initial Term or any Renewal Term hereof, Intrado shall have the exclusive right to provide the transition preparation services to Customer. Nothing herein shall prohibit Intrado from providing services similar or identical to the transition preparation services provided to Customer hereunder to any other entity or person, whether or not such services are utilized for emergency purposes provided; however, that Intrado does not use Confidential Information of Customer to do so. During the term of this SOW, Customer agrees that it will not compete with Intrado in the marketing or sales of services similar or identical to the transition preparation services provided hereunder.

1.3. Letter of Agency

Concurrent with the execution of this SOW, or at any time during the Initial Term , Intrado may require, and Customer agrees to execute and deliver to Intrado, a Letter of Agency ("LOA"), which LOA will enable Intrado, as a limited agent for Customer, to work with Telecommunication Service Providers ("TSPs") on the Customer's behalf to establish the required interconnections between Intrado, Customer, and/or the TSPs. The LOA shall (1) not be released by Intrado or used except as authorized by this SOW; (2) be deemed revoked upon delivery to Intrado of written notice of Customer's election in this regard or upon termination of this SOW; and (3) be returned to Customer upon Customer's request, upon: (a) termination of this SOW; or (b) delivery of a revocation notice as described herein. In no event shall Intrado be deemed Customer's agent for purposes of responding to or interfacing with Public Safety Answering Points ("PSAPs") affected by the routing and delivery of Subscriber calls. The Parties understand and acknowledge that should Customer fail to provide Intrado with an LOA, the Base Services, in whole or part, may not be able to be provided as described in this SOW or at all.

1.4. Target Implementation Date

The target to complete the transition of Customer is 3 months from the SOW Effective Date. This date is subject to change based upon the Implementation Project Plan ("IPP") developed in the Service Initiation phase, as well as unforeseen events that occur during the Service Implementation phase.

1.5. Measure of Success

The implementation will be deemed successful when Intrado has transitioned the Customer's PSAP to Intrado's Production ALI systems. This transition requires successful completion of the following activities:

- Intrado has received and successfully loaded Customer's MSAG data
- Intrado has received and processed Subscriber data (SOI) within the PSAP's 9-1-1 service area from each TSP serving the area.
- A Match Rate of 90% of SOI data against the Customer MSAG has been achieved and accepted by both Parties via acknowledgement of a final simulation report showing the Match Rate of each TSP in Customer's service area.
- ALI responses are being submitted, received and displayed for wireline, wireless and VoIP calls. This will be demonstrated through 9-1-1 test calls with the PSAP.

1.6. Assumptions

This SOW applies to all entities (TSPs) within the Customers 9-1-1 service area. TSP entities will include Local Exchange Carriers (LECs), Independent Operating Companies (IOCs), Wireless Service Providers (WSPs), and VoIP Service Providers (VSPs), and government organizations.

1.7. Constraints

Implementation period, including the transition of each PSAP under Customer's jurisdiction, is dependent upon cooperation from each TSP for receipt of data and resolution of errors.

Timeline to complete implementation is dependent on Selective Router provider's cooperation to implement the recommended SR update option.

2. Program Management and Communication

2.1. Program Management

Intrado and Customer will each designate a Program Manager to act as the primary interface between the Parties. Intrado and Customer Program Managers will work together to create an agreed upon master Implementation Project Plan (IPP). The IPP will define the specific tasks, objectives, roles, responsibilities, and services to be provided by each Party, and identify key milestone dates and events. Intrado will have overall responsibility for maintaining the master IPP. The Program Managers will be responsible for the successful achievement of the IPP milestones and communicate the status of the project within their respective organizations.

2.1.1. Responsibilities

2.1.1.1. Intrado Responsibilities

2.1.1.1.1. Appointment of Program Manager

Intrado will appoint a Program Manager who will serve as the lead point of contact for Intrado to the Customer both for the initial transition and through the term of the CSA. Intrado's Program Manager will be responsible for overall program tracking of the master IPP and task management of the Intrado responsibilities described in this SOW.

2.1.1.1.2. Methods and Procedures

Intrado will be responsible for writing and maintaining all methods and procedures that affect Intrado's operations and its interface with Customer, TSPs, and PSAP operations.

2.1.1.2. Customer Responsibilities

Customer will appoint a lead point of contact for Customer to Intrado both for the initial transition and through the term of the CSA. Customer will also appoint a 9-1-1 database coordinator who will serve as the primary Intrado interface for daily operations. The lead point of contact and 9-1-1 database coordinator roles may be filled by the same person. The 9-1-1 database coordinator is responsible for working with Intrado in reporting/verifying problems, and reviewing/rectifying error reports. The 9-1-1 database coordinator will have primary responsibility for understanding the scope of services described in this SOW, and will facilitate ongoing communications with Intrado. Customer will be responsible for executing the Customer tasks identified in the IPP.

2.2. Project Communication

2.2.1. Kickoff Meeting

The Intrado Program Manager will work with Customer to schedule a kickoff meeting within thirty (30) calendar days of the SOW Effective Date. The kick-off meeting will be held at the Customer facility and attended by appropriate Intrado and Customer representatives. The purpose of the kick-off meeting is to introduce the Customer and Intrado team members who will have key involvement in the implementation, establish communication strategies and contacts between the Parties, review the scope of the services, and review the IPP requirements and timelines. The kick-off meeting agenda and attendee list will be agreed to by the Customer and Intrado Program Managers.

2.2.2. Implementation Planning and Progress Meetings

Following the project kick-off meeting, Program Managers will work together to facilitate transition planning, design, and requirements definition meetings necessary for successful transition to Intrado ALI Management Services.

These meetings will be held with Intrado and Customer's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures and daily operations. The meetings will be facilitated via conference call unless alternative method is jointly agreed to by the Customer and Intrado.

Additionally, Program Managers will meet on a periodic basis to review the status of implementation and completion of implementation tasks against target timeframes as described within the IPP. The

Program Managers will jointly agree on the frequency and duration of these progress meetings. These meetings will be facilitated via conference call unless an alternative method is jointly agreed to by the Parties. Upon written request, each Party will provide to the other written status reports on the work being performed.

2.2.3. Contact Lists

Program Managers will distribute and maintain a list of key Intrado and Customer contacts (technical, operational, and managerial). In addition, Intrado will provide Customer with a routine support contact list and an escalation contact list.

2.3. Interface with Telephone Service Providers

2.3.1. Transition Communication

Intrado and Customer will develop a joint communication to each PSAP, government organization, and TSP within the area outlining the scope of services to be implemented, a high-level implementation schedule, and key contact information for each organization. Intrado and Customer will draft the communications jointly and distribute the communication within thirty (30) days after the SOW Effective Date.

2.3.1.1. Intrado Responsibilities

Intrado will be responsible for drafting the transition communication and sending to the Customer Program Manager for review and approval.

2.3.1.2. Customer Responsibilities

Customer will be responsible for providing the approved transition communication to the appropriate PSAPs, government organizations, and TSPs.

2.3.2. Ongoing TSP Management

Intrado will communicate directly with each TSP, as appropriate, through the Term of this SOW. Customer and Intrado Program Managers will determine guidelines for communications that route through the Customer, and those that route to the TSP directly from Intrado. Intrado will make commercially reasonable efforts to manage the TSP, escalating to Customer only when necessary.

2.3.2.1. Intrado Responsibilities

Intrado will have responsibility for facilitating the establishment of TSP communication guidelines with the Customer and following these guidelines through the Term of this SOW. Intrado will be responsible for establishing expectations with each TSP and managing communication to the TSP for items related to the 9-1-1 database management for the Customer. Intrado will escalate to the Customer as appropriate regarding TSP initiatives and will request Customer intervention only when necessary.

2.3.2.2. Customer Responsibilities

Customer will be responsible for working with Intrado to establish the TSP communication guidelines. Customer will also be responsible for handling of escalations from Intrado with the TSP, intervening when appropriate relative to issues relating to 9-1-1 database management.

3. *TRANSITION*

3.1. Network Implementation

3.1.1. Network Design

Intrado will be responsible for designing the E9-1-1 network connectivity between the redundant ALI nodes, Customer network elements, and PSAPs. Intrado requires geographic diversity, redundancy and carrier diverse connections between ALI nodes and the Customer to maximize ALI availability. The design will also conform to industry best practices and Intrado security policies.

Intrado's Program Manager will review the E9-1-1 network design with the Customer Program Manager prior to transition.

3.1.2. Responsibilities

3.1.2.1. Intrado Responsibilities

Intrado's network engineering and security groups will work with the Customer to determine an appropriate network topology for deployment. This network topology will support IP transport from the redundant Intrado National ALI nodes to each of the Customer's PSAPs for the purposes of delivering ALI. Once the final configuration is agreed upon, Intrado will be responsible for placing the network provisioning orders with the agreed upon network service providers.

Intrado shall communicate the time for installation in the network, and monitor progress in the IPP.

3.1.2.2. Customer Responsibilities

Customer will participate in the test of network connectivity between Intrado and each PSAP. Customer is solely responsible for procuring and installing network and hardware necessary to connect to Intrado's ALI hosts.

3.2. Data Transition

3.2.1. Database Preparation and Initial Load

Intrado will prepare the Intrado 9-1-1 database management system by loading Customer's MSAG as provided by Customer. Following the preparation of the MSAG, Intrado will perform an initial TN simulation (TN validation against MSAG) using a complete extract of subscriber data from TSPs of subscriber records within the Customer's serving area. Intrado will determine the percentage of TNs that successfully pass MSAG validation ("Match Rate"). Based upon the Match Rate, Intrado will work jointly with Customer and the TSP(s) to increase the quality of the MSAG and TN data to achieve the required Match Rate.

A Match Rate of 90% is recommended before a system is considered prepared to move to production for E9-1-1 service and ALI database updates. Intrado will perform up to two (2) simulations per PSAP transition, at no additional cost to Customer. If after the second simulation, a match rate of 90% or higher is not achieved, further simulations will be subject to additional fees. When the agreed upon Match Rate is achieved, each TSP will provide a complete initial load file containing all subscriber records for the initial database load. These records will be MSAG validated and loaded into Intrado's ALI management systems in preparation for final transition. Records that error during MSAG validation will be proactively resolved or referred back to the appropriate entity (TSP or Customer) for correction.

Intrado is not responsible for any charges assessed by the TSPs to provide extract files for simulations or for final loads.

3.2.2. Intrado Responsibilities

Intrado will load Customer's MSAG as provided by Customer.

Following the preparation of the MSAG, Intrado will perform an initial TN simulation (TN validation against MSAG) using subscriber data from Customer and other TSPs.

Intrado will determine the percentage of TNs that successfully pass MSAG validation ("Match Rate"). Intrado will work jointly with Customer and the TSP(s) to increase the quality of the MSAG and TN data to achieve the required Match Rate.

Intrado will process each TSPs initial load file and load into the ALI Management systems in preparation for final transition. Intrado will work to refer or resolve MSAG errors with the appropriate entity.

3.2.3. Customer Responsibilities

Customer will be responsible for requiring each TSP to provide Intrado with a Subscriber Record extract in a SOI file for TN simulations, at no cost to Intrado. Customer will be responsible for any TSP charges related to TSP providing SOI to facilitate pre-transition testing and/or final transition activities.

Customer will provide Intrado with MSAG data in electronic form. MSAG data that is not in electronic form will be subject to professional service fees as outlined in Appendix A.

Customer will be responsible for resolution of MSAG errors and for approval of all MSAG changes.

3.2.4. Joint Responsibilities

Intrado and Customer will adhere to NENA-recommended MSAG standards.

4. AUTHORITY

Each Party represents to the other that (i) it has full authority to enter into and perform under this SOW; (ii) the person signing this SOW on its behalf is properly authorized; and (iii) it has read this SOW, understands it, and agrees to be bound by all of its terms, conditions, and provisions.

5. ENTIRE AGREEMENT

This SOW shall not be enforceable unless duly executed by both Parties. This SOW, together with any Appendices hereto and the Agreement, constitutes the Parties' entire understanding related to the subject matter of this SOW and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this SOW.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their duly authorized representatives.

City of Sherman, Texas	Intrado Inc.
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

APPENDIX A – FEES AND PAYMENT SCHEDULE (SEE ATTACHED)

APPENDIX A – FEES AND PAYMENT SCHEDULE FOR CITY OF SHERMAN, TEXAS

PRICING

The following fees will apply to ALI Management Implementation SOW. Customer will pay Intrado the following fees in the amounts and in the manner outlined below:

Description	Fee
Transition Preparation One Time Fee	$7,500.00

Customer will be invoiced the Transition Preparation One Time Fee upon acceptance of the Final Simulation Report as referenced in section 1.5 of the SOW.

Intrado reserves the right to rescind the pricing and the offer stated herein if the SOW is not signed and returned to Intrado 30 days from the date Customer receives this SOW.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.1

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.2

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.3

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Council Audit Committee (3)

Issue
Deputy Mayor Cary Wacker and Council members Chip Adami and Joe Smith currently serve on the Council Audit Committee. Their terms expire in June 2009.

Background
The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination
The appointment originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and fact sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE **LENGTH OF TERMS: 1 YEAR**

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Cary Wacker	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2006 5/2007 6/2008 6/2009	1 2 3 4	Council Member
Chip Adami	4	A 6/8/2004 R 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2005 5/2006 5/2007 6/2008 6/2009	1 2 3 4 5	Council Member
Joe Smith	1	A 6/19/2007 R 5/20/2008	6/2008 6/2009	1 2	Council Member

NOTE: Council Member's appointment expires at end of one year.

CITY STAFF: City Manager and Assistant City Manager/CFO
Revised 5/20/2008

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 - DECEMBER 23, 1991

1. **Number of Members** THREE (3)
2. **Term of Appointment** ONE YEAR
3. **Consecutive Term Rule** NO RULE
4. **Qualifications for Membership** COUNCILMEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. **Appointed by** MAYOR AND CITY COUNCIL MEMBERS
6. **Board Organization**

   CHAIRPERSON __ VICE CHAIRPERSON __ SECRETARY __

   ELECTED __ APPOINTED __

7. **Departmental Responsibility** CITY MANAGER & DIRECTOR OF FINANCE
8. **Meeting Date** AS CALLED
9. **Attendance Requirements** NONE

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RESPONSIBILITIES:
Audit Committee will assist Council and Staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the best of the council on technical accounting issues.

DUTIES:
Provide input on the selection of External Auditors;
Review Audit Reports;
Provide Recommendations to Council on Technical Accounting matters;
Review the justification for Internal Audit functions;
All other Accounting and Financial Reviews as directed by the City Council.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.4

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Investment Committee (2)

Issue
Council members Willie Steele and Robert Softly currently serve on the City's Investment Committee. Their terms expire in May 2009.

Background
The Committee provides guidance on investment matters for the City and annually approves the list of brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination
The appointment originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster for the Committee is attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Willie Steele	1	A 6/19/2007 R 5/20/2008	5/2008 5/2009	1 2	Council Member
Robert Softly	2	A 5/20/2008	5/2009	1	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	Assistant City Manager/CFO

NOTE: Council Member's appointment expires at end of term of elected office.

CITY STAFF: Assistant City Manager/CFO
Revised 5/20/2008

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.5

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Tax Reinvestment Committee (2)

Issue
Council members Joe Smith and Chip Adami currently serve on the City's Tax Reinvestment Committee. Their terms expire in May 2009.

Background
The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination
The appointment originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and by-laws for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE **LENGTH OF TERMS:** One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Joe Smith	1	A 5/20/2008	5/2009	1	Sherman Council Member Voting Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2006 5/2007 5/2008 5/2009	1 2 3 4	Sherman Council Member Voting Member
John Ramsay					Grayson County Voting Member
Johnny Waldrip					Grayson County Voting Member
Ralph Jones					Grayson County Jr. College Voting Member
Bill McFatridge					Grayson County Jr. College Voting Member
Cathy Renshaw					SISD Non-Voting Member
David Kennedy					SISD Non-Voting Member

NOTE: Two (2) Council Members are appointed to this committee.
Both SISD Non-Voting Members are eligible to vote for chairman only

CITY STAFF: City Manager George Olson
Revised 5/20/2008

T:\CITYCLERK\BOARDS\ROSTERS\TAX REINVESTMENT COMMITTEE

BYLAWS FOR TAX REINVESTMENT COMMITTEE
OCTOBER 1, 1995

Mission

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point of the tax reinvestment process.

Authority

The Committee shall serve as a joint advisory committee to the taxing entities on the subject of tax reinvestment. To serve that purpose, the committee shall provide information on the abatement process, evaluate requests for abatements, and make recommendations on those requests to the governing bodies of each taxing entity. The committee shall not grant tax abatements. That responsibility is reserved by law to the governing bodies of each taxing entity.

Organization

The governing body of each taxing entity shall appoint two elected officials of that taxing entity to serve as representatives on the committee. Those entities which wish to consider and vote on all recommended abatements shall be *active entities* and their representatives shall be *active members.* Those entities which do not wish to consider and vote on all recommended abatements shall be *inactive entities* and their representatives shall be *inactive members.* The status of each taxing entity, in regards to active and inactive, is at the sole discretion of each governing body and such status may change from time to time. The committee may also appoint any number of *ex-officio members* to assist the committee in its work.

Terms

The term of appointment for all members shall be one calendar year. There shall be no limit on the number of terms which a member can serve.

Office of Chairman

The *active and inactive members* shall select from among active members, one member to serve as chairman. The duties of the chairman shall be conducting the meetings of the committee and signing the minutes of the meeting. The chairman shall be allowed to vote on all issues coming before the committee.

Quorum

The requirements for a quorum shall be met if at least four *active members* are present and if all *entities, both active and inactive,* are represented.

Voting

A measure shall be considered passed if a majority of the *active members* present at the meeting vote in favor of the measure. For the purposes of selecting the Chairman, inactive members shall vote.

Acceptance and Amendment of By-Laws

These bylaws shall be considered accepted if the governing bodies of all taxing entities, both *active and inactive,* approve them in open session. Amendments to these bylaws shall also require acceptance by the governing bodies of all taxing entities.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.6

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Tax Increment Financing Board #1 (3)

Issue
Mayor Bill Magers and Council members Willie Steele and Chip Adami currently serve on the City's Tax Increment Financing Board #1. Their terms expire in May 2009.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One. TIF Zone Number One is located at the southwest corner of the intersection of Highway 75 and Loy Lake Road.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and information sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2006 5/2007 5/2008 5/2009	1 2 3 4	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008	5/2008 5/2009	1 2	Council Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2006 5/2007 5/2008 5/2009	1 2 3 4	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

CITY STAFF: George Olson, City Manager
Revised 5/20/2008

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.7

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Tax Increment Financing Board #2 (3)

Issue
Mayor Bill Magers and Council members Willie Steele and Chip Adami currently serve on the City's Tax Increment Financing Board #2. Their terms expire in May 2009.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and information sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2006 5/2007 5/2008 5/2009	1 2 3 4	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008	5/2008 5/2009	1 2	Council Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008	5/2006 5/2007 5/2008 5/2009	1 2 3 4	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

CITY STAFF: George Olson, City Manager
Revised 5/20/2008

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Tax Increment Financing Board #3 (3)

Issue
Mayor Bill Magers and Council members Willie Steele and Chip Adami currently serve on the City's Tax Increment Financing Board #3. Their terms expire in May 2009.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination
The appointments originated with the City Clerk's Office.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives
The alternative is to delay appointment of the members.

Attachments
A roster and information sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/19/2007 R 5/20/2008	5/2008 5/2009	1 2	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008	5/2008 5/2009	1 s	Council Member
Chip Adami	4	A 6/19/2007 R 5/20/2008	5/2008 5/2009	1 2	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

CITY STAFF: George Olson, City Manager
Revised 5/20/2008

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

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:** 5-18-2009

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074 **Personnel Matters:**
Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:
a) Texoma Council of Governments Governing Body (1)

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 5-18-2009

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:** 5-18-2009

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:** 5-18-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	**26**	27	28	29	30	31

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	**11**	12	13	14
15	**16**	17	**18**	19	20	21
22	23	24	**25**	26	27	28

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	**29**	30		

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	**17**	**18**	**19**	20
21	22	23	24	25	26	27
28	29	30				

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	**3**	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	**7**	**8**	9	10	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	28	29	30			

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	**7**	8	9	10	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	28	29	30	31		

01/19/09 - M.L.K., Jr. Birthday / Regular Council Meeting
~~01/26/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan~~
02/11/09 - 12 Noon Called Meeting to Interview City Attorney Candidates
02/16/09 - Washington's Birthday / Regular Council Meeting
02/18/09 - 1PM Called Meeting to Interview City Attorney Candidates
02/25/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
~~03/06/09 - Proposed 12 Noon Called Meeting with Chamber Board~~
04/29/09 - 12 Noon Budget Planning Meeting in Council Chambers
~~05/09/09 - City Council Election~~
~~05/12/09 - 12 Noon Called Meeting to Canvass Election Results~~

06/17-18/09 - Budget Workshop in Council Chambers
06/19/09 - Long-Range Planning Workshop
09/07/09 - Labor Day / Called Council Meeting on 09/08/09