

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 2, 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 REGULAR CITY COUNCIL MEETING OF JANUARY 19, 2009](#)

Proclamation

- A.5 [PROCLAMATION](#)
“Black History Month” – February 2009

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5587](#)
Providing for Permanent “Stop” Signs at the Intersection of Lockhart Street and College Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

- B.2 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Number: 5587
- 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. 5313](#)
Amending the 2008-2009 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2008, through September 30, 2009

C.2 [RESOLUTION NO. 5314](#)

Authorizing the City Manager to Enter into a Memorandum of Understanding with Grayson County for Sherman's Participation in the Grayson County Community Mitigation Planning Program; Appointing Members to Serve on the Grayson County Community Mitigation Planning Team

C.3 [* RESOLUTION NO. 5315](#)

Authorizing the Purchase of Rescue Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Sherman Fire Department

C.4 [* RESOLUTION NO. 5316](#)

Authorizing the Purchase of a Sign Truck Body from DuTec, Inc. for the Street Services Department

C.5 [* RESOLUTION NO. 5317](#)

Authorizing the Purchase of a Sign Truck Chassis through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Services Department

C.6 [* RESOLUTION NO. 5318](#)

Authorizing the Purchase of a 2½-Ton Dump Truck through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Services Department

Requests to Advertise

D.1 [REQUEST TO ADVERTISE](#)

2009 Biosolids Project for the Sherman Wastewater Treatment Plant

D.2 [* REQUEST TO ADVERTISE](#)

Fallon Drive Water Main Construction from U.S. Highway 75 to Pecan Grove Road

D.3 [* REQUEST TO ADVERTISE](#)

Oak Creek Drive Water Main Replacement from Oak Creek Circle to Alpine Drive

D.4 [* REQUEST TO ADVERTISE](#)

Travis Street Water Main Replacement from Washington Street to Jones Street

D.5 [* REQUEST TO ADVERTISE](#)

Reconstruction of the Solid Waste Transfer Station Wall

Other Business

D.6 [OTHER BUSINESS](#)

Receive GTUA General Manager Jerry Chapman's Briefing on the Proposed Lake Texoma Pump Station Expansion

D.7 [OTHER BUSINESS](#)

Receive Parks and Recreation Update from Administrator Kevin Winkler

D.8 [* OTHER BUSINESS](#)

Approve Quarterly Investment Report for Period ending December 31, 2008

D.9 [CITIZEN REQUESTS](#)

D.10 [MEDIA QUESTIONS](#)

D.11 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment, Employment and Duties of a Public Officer or Employee:
 - (i) City Attorney

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: 2-2-2009

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: 2-2-2009

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: 2-2-2009

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: 2-2-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 19, 2009

STATE OF TEXAS

§

January 19, 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 January 19, 2009.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Willie Steele.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of January 5, 2009. Council Member Steele moved to approve the Minutes as presented; Second by Deputy Mayor Wacker. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5586 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.07, ENTITLED "PLUMBING CODE", TO PROVIDE FOR SECTION 3.07.007 TO BE ENTITLED "MINIMUM STANDARDS FOR INSTALLATION OF IRRIGATION SYSTEMS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY PROVISION FOR VIOLATION OF THE CODE; PROVIDING FOR A REPEALER.

ORD 5586
IRRIGATION SYSTEM
STANDARDS

No citizens appeared before the City Council to discuss Ordinance 5586.

The Ordinances were introduced and the Public Hearing was closed.

**CLOSE PUBLIC
HEARING**

ADOPTION OF ORDINANCES

Ordinance 5586

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.07, ENTITLED "PLUMBING CODE", TO PROVIDE FOR SECTION 3.07.007 TO BE ENTITLED

ORD 5586
IRRIGATION SYSTEM
STANDARDS
(TABLED)

“MINIMUM STANDARDS FOR INSTALLATION OF IRRIGATION SYSTEMS”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY PROVISION FOR VIOLATION OF THE CODE; PROVIDING FOR A REPEALER.

Council Member Adami said he understood a meeting was scheduled for Tuesday, where several contractors will discuss the proposed ordinance. He wanted to give them an opportunity to provide feedback and bring their concerns to the City Council before the adoption.

Mayor Magers explained that the irrigation ordinance was mandated by the State and would have no anticipated cost. Scott Shadden, Director of Developmental Services, explained there would be a cost to the customer from the contractors, however many of the local contractors are already meeting these steps.

Council Member Smith asked if anyone had discussed a freeze guard sensor. Mr. Shadden said he has received some calls and that would be a good feature to include in the ordinance.

Mr. Shadden added that some cities have anticipated higher costs and some have added employees and increased fees. The staff is not recommending that at this time.

Mayor Magers did not feel that taxpayers should bare the cost of an unfunded State mandate and the cost should be placed on the end users, or citizens actually getting the sprinkler systems installed. Council Member Adami questioned who would enforce the ordinance and asked if it would increase work loads.

Mayor Magers reiterated that the requirements are being mandated by the State. George Olson, City Manager, said one of the main goals is for conservation. Council Member Steele said it is a water conservation issue from the State, but it's also an effort to shift enforcement from the State to the local level.

Council Member Smith confirmed that the City has had three new sprinkler systems installed since the first of 2009. He added that it is not a tremendous amount but does add some to the work load.

ACTION TAKEN.

Motion by Council Member Adami to table Ordinance No. 5586 for further discussion. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Magers removed Item D-1 entitled "Request to Advertise Benches and Trash Receptacles for the Downtown Square" from the Consent Agenda for discussion in its regular order of business.

Council Member Smith moved to approve the Consent Agenda, with the exception of Item D-1, which will be discussed in its regular order of business. Second by Council Member Softly. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5309 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INCORPORATED FOR DESIGN OF THE TRAVIS STREET WATER MAIN REPLACEMENT BETWEEN WASHINGTON STREET AND JONES STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INCORPORATED FOR DESIGN OF THE TRAVIS STREET WATER MAIN REPLACEMENT BETWEEN WASHINGTON STREET AND JONES STREET.

CONSENT AGENDA.

RESOLUTION NO. 5310 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH TIN STAR HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COUNTRY RIDGE SUBDIVISION, THE PRESERVE, WITHIN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH TIN STAR HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COUNTRY RIDGE SUBDIVISION, THE PRESERVE, WITHIN THE CITY OF SHERMAN.

CONSENT AGENDA.

RESOLUTION NO. 5311 – AUTHORIZING EXECUTION OF A CONSULTING SERVICES AGREEMENT WITH DUNKIN SIMS STOFFELS, INC. FOR PHASE II OF THE PECAN GROVE PARK DEVELOPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONSULTING SERVICES AGREEMENT WITH DUNKIN SIMS STOFFELS, INC. FOR PHASE II OF THE PECAN GROVE PARK DEVELOPMENT.

Deputy Mayor Wacker asked if there was room for an option concerning paved and unpaved trails. Mr. Olson said the Master Plan didn't address unpaved trails. As the staff moves forward, they can try to get unpaved trails implemented into the plan.

CONSENT AGENDA

RES 5309
TRAVIS STREET
WATER MAIN
REPLACEMENT

RES 5310
COUNTRY RIDGE
PUBLIC FACILITIES

RES 5311
PECAN GROVE
PARK DEVELOPMENT

Council Member Steele verified that Dunkin Sims Stoffels, Inc. is the same firm that did Center Street.

Mr. Olson said the staff would be presenting a park update on projects at Center Street Park and Pecan Grove Park Phase I at the next Council Meeting.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5311, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5312 – AUTHORIZING THE PURCHASE OF BLEACHERS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE PARKS AND RECREATION DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF BLEACHERS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE PARKS AND RECREATION DEPARTMENT.

CONSENT AGENDA.

**RES 5312
PURCHASE OF
BLEACHERS**

**REQUEST TO ADVERTISE
BENCHES AND TRASH RECEPTACLES FOR THE
DOWNTOWN SQUARE**

Mayor Magers removed Item D-1 from the Consent Agenda for discussion in its regular order of business.

**REQ TO ADVERTISE
BENCHES & TRASH
RECEPTACLES FOR
DOWNTOWN**

Council Member Adami asked for a description of the project. Mr. Olson explained that Downtown Sherman Preservation & Revitalization came up with a plan for improvements in the Downtown area and to be funded by money received from the Tax Increment Financing (TIF) Zone.

The plan includes benches and trash cans to enhance the Downtown landscape. Approximately \$60,000 has been allotted for these amenities.

Mayor Magers emphasized that the money earmarked for the project is not part of the debt service on the proposed bond. This money is from the TIF, and there are ample funds to provide the initial payment for the bonds when they are issued.

Council Member Steele verified that money budgeted for the benches, trash cans, and planters totaled approximately \$63,000. Lighting will be funded through the bonds.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve the request to advertise for benches and trash receptacles for the

Downtown Improvement Project, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

MEDICAL DRUGS AND SUPPLIES

The City Council approved the request to advertise for Emergency Medical Service drugs and supplies. The current contract expires on March 31, 2009.

Fiscal year 2008-2009 projected expenses for EMS supplies is \$91,550. Most supplies are reimbursed through the City's EMS billing contract.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE LEADERSHIP SHERMAN'S PRESENTATION ON A NEW "WELCOME TO SHERMAN" SIGN

Brad Morgan, 141 Shady Oaks Circle, and Member of the Leadership Sherman Class of 2009, introduced the Sherman Gateway Project to the City Council.

The Class is proposing the construction of a new state of the art "Welcome to Sherman" sign to be located closer to the City limits on Highway 75 South. The sign would replace the current sign located at Highway 75 South and Travis Street, which has been in place for over 20 years.

The current sign is hard to see and well worn. He added that it will also be torn down due to a renovation project scheduled by the Texas Department of Transportation.

Mr. Morgan said they are recommending a stone sign with a retaining wall similar to one in Frisco, Texas. The sign will include back lighting to accent the letters at night. Cost of the sign will be approximately \$50,000 and will be funded strictly through donations. They are especially looking for corporate donations.

The sign would be located across from the old Johnson & Johnson building on the east side of Highway 75 South on a hill.

Mr. Morgan said citizens can donate to the Gateway Project through the Sherman Chamber Foundation which is a 501(C)3 organization.

Mayor Magers said the southern gateway to Sherman is extremely important and he recognized the Leadership Sherman Class of 2009 for initiating the project.

RECEIVE BIOSOLIDS UPDATE FROM DIRECTOR OF UTILITIES AND ENGINEERING MARK GIBSON

Mark Gibson, Director of Utilities and Engineering, updated the City Council on the Biosolids Project. Many cities landfill

MEDICAL DRUGS & SUPPLIES

WELCOME TO SHERMAN SIGN

BIOSOLIDS UPDATE

their biosolids or use land application to distribute the biosolids. In the past Sherman has land filled half their biosolids and placed the other half for land application.

The City owns 120 acres that receive the biosolids for a Class A land application. A private property owner adjacent to the Wastewater Treatment Plant owned another 146 acres and also allowed land application. The City would dump the biosolids on this property and the property owner would furnish the equipment, labor, and management that were required to complete the land application at no charge to the City.

The property owner sold the property and the new owner is no longer willing to receive the biosolids. In August 2008 the Council directed the staff to evaluate the options and bring back recommendations.

The City hired Synagro, the largest residuals management company in the nation. Synagro manages 900,000 acres of permitted land and 11 million tons of biosolids annually.

In the study, Synagro evaluated processes such as heat drying and pelletization, composting, incineration, land application, and dewatering and landfill. They also sampled the City's biosolids to determine the best way to treat and manager the biosolids. The City generates about 14,938,667 gallons of biosolids at 2.93% solids or 1,825 dry tons per year.

Based on the assumptions and the processes evaluated, the most economical process is to de-water the biosolids and take them to a landfill. The second option would be to continue the current process and land apply with Class A. The final option is to land apply with Class B.

However, Mr. Gibson said the land application requirements are likely to change in the near future. Class A requires a higher treatment and does not require a permit to apply. Class B is not treated to the same quality and must be permitted.

Mr. Gibson said the staff was recommending that the future biosolids be de-watered and land filled. This could be done by utilizing mobile equipment so no permanent facilities are required. Water and electricity are readily available and this would allow for flexibility in the future.

The basins currently need to be emptied and Mr. Gibson recommended that this be completed through land application on City property or supplement the de-watering process to the landfill.

Mayor Magers verified that previously the City was paying approximately \$400,000 annually to treat the biosolids. The difference in the previous cost and the estimated cost for de-

watering and landfilling, is approximately \$200,000 annually. If land could be located for land application, the City would still need to consider transportation costs to move the biosolids.

He added that if the biosolids are dumped at the Texoma Area Solid Waste Landfill, the City would receive some of the money back through tipping fees. Hillside Landfill is closer to the Wastewater Treatment Plant and would cost less to transport. Council Members asked if the City would be required to dump the biosolids in the TASWA Landfill.

Deputy Mayor Wacker confirmed that even if the City were disposing of the biosolids through a land application, they would have to contract with someone else to transport the waste.

Mr. Gibson said the staff could send out a request for proposals for the cost to dispose of a dry ton of biosolids. The bidders could include the restrictions.

Council Members asked Peter Munson, Interim City Attorney, to determine if the City is obligated to dispose of the biosolids at the TASWA Landfill or if they would be allowed to use another landfill. The City would receive revenue from the tipping fees if the biosolids were disposed of at TASWA.

Council Member Adami recommended obtaining a price for disposal at TASWA and a separate price if the disposal was at another landfill.

Mayor Magers asked if the procedure could be done in house. Mr. Olson said the staff will look at the options.

Robby Hefton, Assistant City Manager/CFO, said the staff will obtain two sets of costs, one for an ongoing process to dispose of the biosolids and one for a one-time emptying of the current inventory. Disposing of the current inventory might be spread over a two or three year period to spread the cost out.

CONSIDER RESCHEDULING A JOINT MEETING WITH THE PLANNING AND ZONING COMMISSION CALLED FOR 12:00 NOON ON MONDAY, JANUARY 26, 2009, TO REVIEW THE DRAFT COMPREHENSIVE MASTER PLAN AND ITS IMPLEMENTATION PRIORITIES

Mr. Olson asked the City Council to consider rescheduling a Joint Meeting between the City Council and the Planning and Zoning Commission to review the Draft Comprehensive Master Plan. There are still two chapters that have not been given to the City to review. The delay will allow more time for the staff and the City Council to review the draft documents.

**SET JOINT MEETING
TO CONSIDER
DRAFT MASTER PLAN**

ACTION TAKEN.

Motion by Council Member Smith to reschedule the Joint Meeting with the Planning and Zoning Commission for Wednesday, February 25, 2009 at 12:00 noon, to review the Draft Comprehensive Master Plan and its implementation priorities. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

DR. MARTIN LUTHER KING, JR. BREAKFAST

Deputy Mayor Wacker recognized the excellent event held on the Austin College campus to celebrate Dr. Martin Luther King, Jr. Day. Council Member Softly was the featured speaker for the event.

EXCITING THINGS GOING ON IN SHERMAN

Council Member Steele said exciting things are going on in Sherman and he urged citizens to look at the local parks. Changes are especially underway at Center Street Park and Pecan Grove Park.

USE OF PARKS

Mayor Magers said his family used the tennis courts this weekend and said many other citizens were also using the parks.

His son asked if the City would open The Splash at Fairview Park to skateboarders during the winter months.

HISTORICAL DAY

Mayor Magers said in 1968, amid the Civil Rights Movement, Dr. Martin Luther King, Jr. was assassinated and in less than a generation later, the first African American will be sworn in as President of the United States. Whether you are conservative, liberal, Republican, or Democrat, we should all be proud of the Country in which we live. Tomorrow will be a historical day.

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

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

CITIZENS REQUESTS

MEDIA QUESTIONS

DR. MARTIN LUTHER KING, JR BREAKFAST

EXCITING THINGS GOING ON IN SHERMAN

USE OF PARKS

HISTORICAL DAY

EXECUTIVE SESSION

SECTION 551.071 -- CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION:
IN THE COURT OF APPEALS,
FIFTH DISTRICT OF TEXAS AT
DALLAS NO. 05-06-00420-CV; THE
CITY OF SHERMAN, TEXAS AND
THE SHERMAN CITY COUNCIL,
APPELLANTS v. JAMES WAYNE,
APPELLEE

SECTION 551.074 PERSONNEL MATTERS:
CONSIDER THE
QUALIFICATIONS,
APPOINTMENT, EMPLOYMENT
AND DUTIES OF A PUBLIC
OFFICER OR EMPLOYEE:
CITY ATTORNEY

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 5:50 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:32 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:33 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN GATEWAY PROJECT

Leadership Sherman Class of 2009

Leadership Sherman Class of 2009

Angelia Hill – Red River Historical
Museum of Sherman

Angela Quick – American Bank

Chris Smith – TT Marketing

Cynthia Brandt – Wilson N Jones

Dustin Kratochvil - Tyson Foods

Kat Studer – Grayson Home
Health

Ken Taylor – Virginia Cook
Realtors

Nele Rogers – Big Brothers Big
Sisters

RuthAnn Rogers – Sherman
Chamber of Commerce

Susan Handeland – First Texas
National Bank

Josh Gurski – Landmark Bank

Brad Morgan – Merrill Lynch
Wealth Management

**SHERMAN
GATEWAY PROJECT**



EXISTING SIGN



The existing signage on Highway 75 North into Sherman has been in place for over twenty years with little upgrade or improvement noted.

The brick formation of the sign is showing extensive wear and for Sherman's image improvement we are recommending the removal and replacement of this sign.





WHAT IS THE SHERMAN GATEWAY PROJECT?



A proposal to improve Sherman's image and attract new business to our city; by recommending the construction of a new state of the art sign with more visibility and closer to the city limits of Sherman.

The Leadership Sherman Class of 2009 is proposing the adoption of this project as our service project and lasting legacy to the community of Sherman, Texas.

Sherman has many aspects to attract and retain both businesses and people. Our sign should be the gateway that sparks others to investigate opportunities of relocation to our exceptional city.

NEW SIGN COST



Current cost will be \$50,000 plus or minus 10% depending on the size, type of sign used and amount of landscaping.





NEW LOCATION



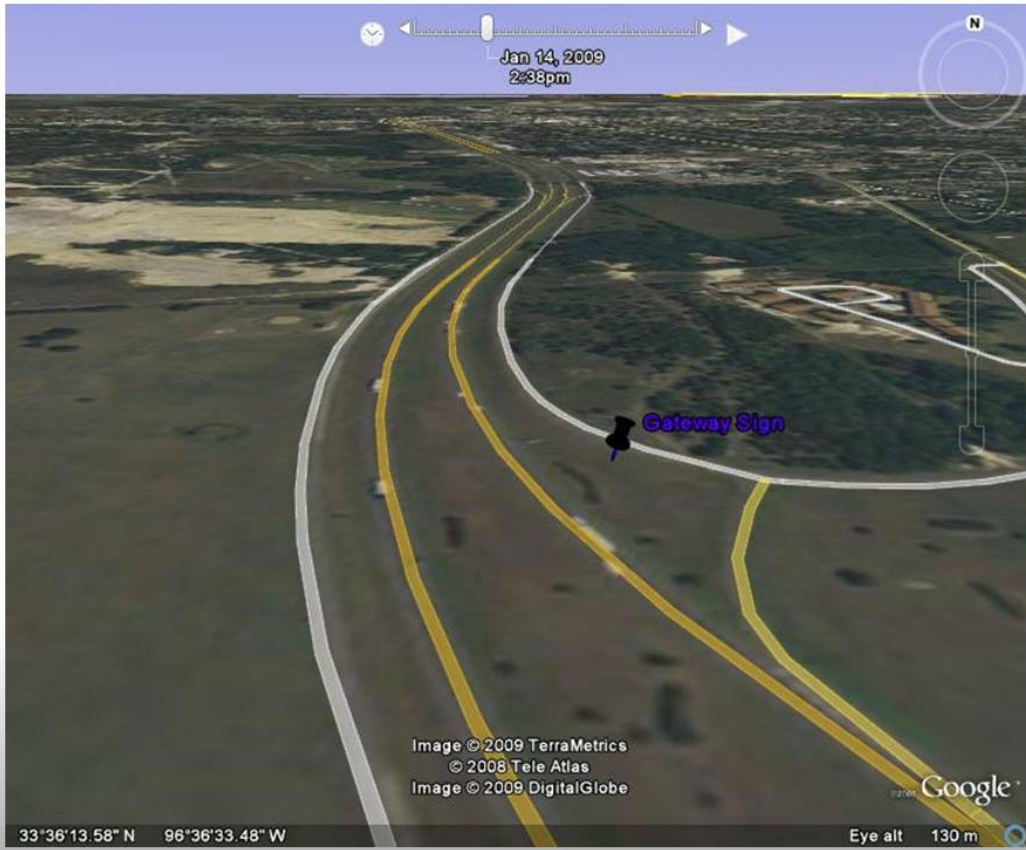
The day view from US 75 will be unobstructed and provide clear visibility when entering the city from the south.

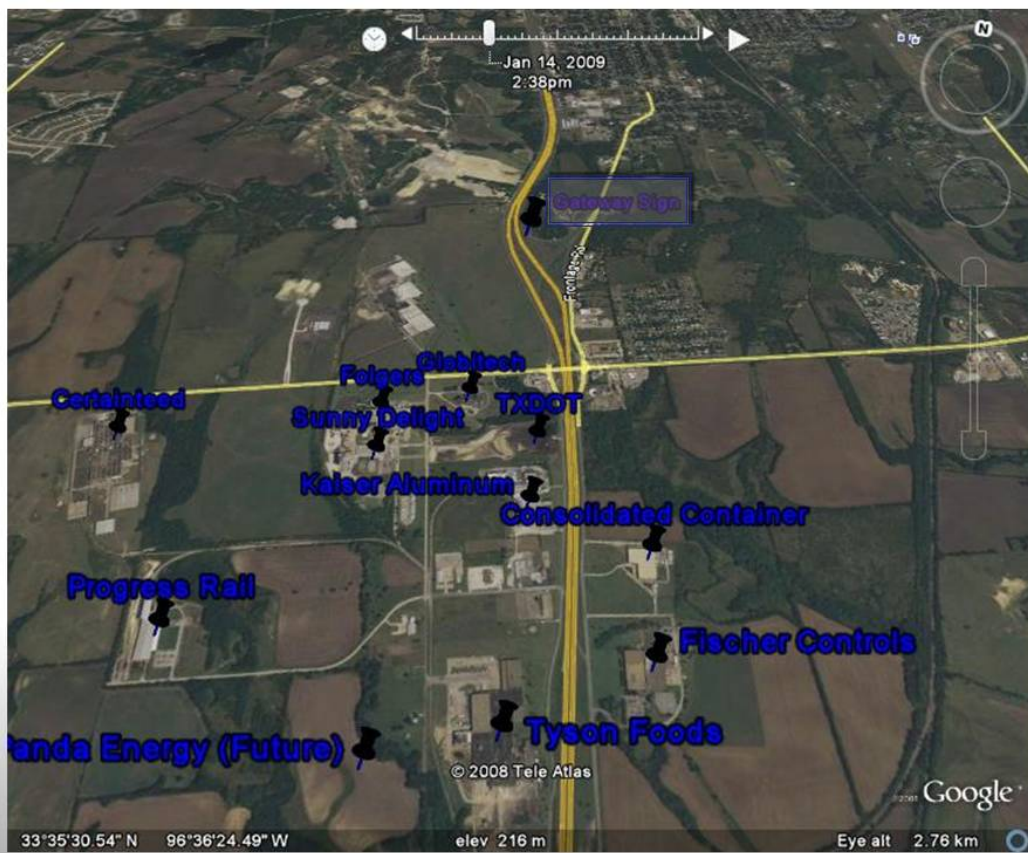
The night view from US 75 will provide excellent viewing as the new welcome sign will have back lighting to accent the letters mounted on the wall "Welcome to the City of Sherman".



Looking back from the new sign location - clear view from US 75.







TO MAKE A DONATION



If you would like to donate to this Project
please make checks payable to:

Sherman Chamber Foundation

Send to:

Sherman Chamber Foundation
P.O. Box 1029
Sherman, TX 75090

*Sherman Chamber Foundation is a Private 501(C)3

*All donations can be used as a tax deduction.

Thanks for your support,

Leadership Sherman Class of 2009

Bio-Solids



BIOSOLIDS DISPOSAL PROGRAMS

City/Utility	Approx Size	Process	Comments
Bonham	600 cy/yr	landfill	40 mi haul one way
Dallas	350,000 cy/yr	dedicated land disposal	Similar to land application plus land filling, 7 people on biosolids staff
Denison	3,900 cy/yr	land application + landfill	Dripping Springs + TASWA
Denton	21,000 cy/yr	composting	Expensive - \$1M/yr op bud, 7 people on composting staff
Fort Worth	40,000 dry tons/yr	land application	Class A, contractor operation on 49,860 acres in 9 counties
Gainesville	800 dry tons/yr	land application	Class B on airport property, expensive drying beds, reg. problems
Greenville	700 dry tons/yr	landfill	Raw sludge - odors, 20 mi haul one way
McKinney	→	→	See NTMWD
North Texas MWD		landfill	Uses several landfills as cheapest option, represents 45 client utilities
Paris	670 dry tons/yr	land application + landfill	Class B liquid application via spraying, very labor intensive
Sherman	28,000 cy for FY 08-09	land application + ???	Half landfilled, half ???
Texarkana	10,000 cy/yr	composting	Expensive start up, not self- supporting
Tom Bean	200 cy/yr ??	landfill	Contract with Waste Management
Van Alstyne	240 cy/yr	landfill	Contract with Waste Management
Whitesboro	960 cy/yr	landfill	ESI contractor hauling to TASWA
Whitewright		landfill	Contract with Waste Management
Wichita Falls	16,500 tons/yr	composting + landfill	Composting run by city solid waste function, expensive to start up

Additionally:

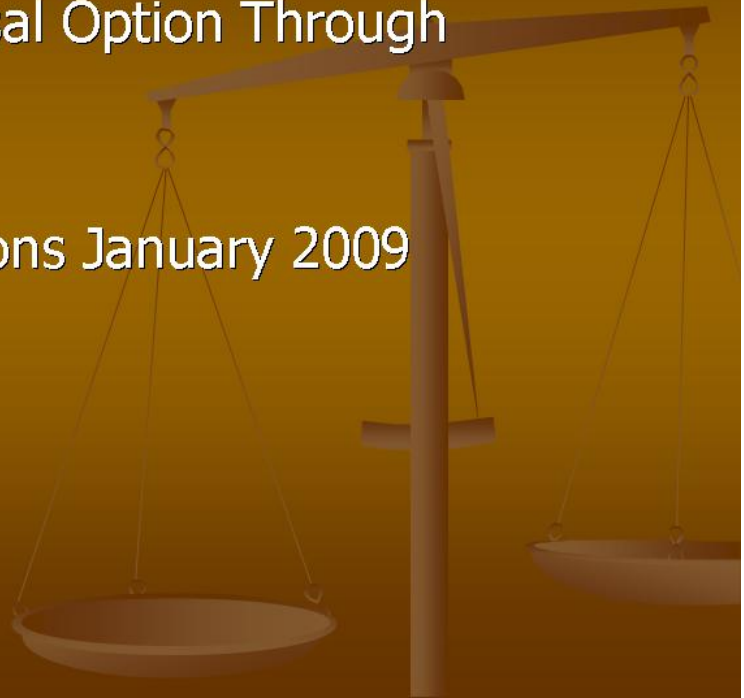
San Antonio land applied, via contract with Synagro, Class B biosolids in surrounding counties until 2005, then changed to landfilling because of public opposition and management/regulatory headaches.

City Utilized Land Application of Class A Bio-Solids

- Application
 - City 120 Acres ±
 - Private Property 146 Acres
 - Property Owner Furnished Equipment, Labor and Management
 - No Fee



- Evaluate Disposal Option Through Consultant
- Recommendations January 2009



Study and Results

■ SYNAGRO

- Residuals Management Company
- Largest in the Nation
- 600 Municipal and Industrial Clients in 37 States
- Manages 900,000 Acres of Permitted Land
- 11 Million Tons of Bio-Solids Annually



- 
- Processes Evaluated
 - Heat Drying and Pelletization
 - Composting
 - Incineration
 - Land Application
 - Dewatering and Landfill
 - Bio-Solids Testing Conducted

Feasible Bio-Solids Options

■ Assumptions

- 14,938,667 Gallons @ 2.93% Solids
 - 1825 Dry Tons Per Year
 - Land is Supplied Free of Cost by Owner
 - Land Owner Performs All On-Site Preparation, Soil Incorporation and Post Application Management
 - Land Application Haul Distances 50 Miles One Way (100 Miles Round Trip)
- 

A faint, stylized image of a balance scale is visible in the background of the slide. The scale is tilted, with the right pan being higher than the left pan. The background is a solid dark brown color.

Process
Cost

Unit Cost

Est. Annual

De-Water and Landfill	\$325.00 / Dry Ton	\$593,125.00
Land Apply Class A	\$337.50 / Dry Ton	\$615,938.00
Land Apply Class B	\$456.60 / Dry Ton	\$833,133.00

NOTE: Land Application Requirements Likely to Change in Near Future.

Recommendation

- Process All Future Bio-Solids Through De-Watering and Landfill
- Utilize Mobile Equipment
 - No Permanent Facilities Required
 - Water and Electricity Readily Available
 - Flexibility for Future



- 
- Empty Bio-Solids Basins Through Land Application on City Property or Supplement Landfill Option
 - Obtain Permission to Initiate "Request for Proposals"
 - Obtain Permission to Advertise for Land Application on City Property



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. A.5

PROCLAMATION

“Black History Month” – February 2009

Issue

To present a proclamation designating February 2009 as “Black History Month” in the City of Sherman and to recognize local activities honoring the event

Background

“Black History Month” has been recognized annually since 1926, when Dr. Carter G. Woodson launched the initiative to bring national attention to the contributions of Black people throughout American history. Locally, the NAACP hosts an annual Black History Month Celebration.

Origination

The request for this proclamation originated with the City Clerk’s Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the staff’s recommendation to present a proclamation proclaiming “Black History Month.”

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “Black History Month” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, each year the local branch of the National Association for the Advancement of Colored People (NAACP), hosts the annual Black History Month Celebration, and

WHEREAS, Black History Month is a tradition of long-standing to honor persons of the Black ethnic culture as a significant and valued segment of Sherman's population, and

WHEREAS, it is proper that all citizens recognize and honor the many contributions that persons from this culture have made, and

WHEREAS, the Texomaland Black Expo will be held on Saturday, February 14, 2009, from 10 a.m. to 5 p.m., at the Bob Richardson Building at Austin College, and

WHEREAS, the NAACP Founder's Day Pilgrimage will be held Sunday, February 15, 2009, from 2:30 p.m. to 3:30 p.m., beginning at the Bethel Baptist Church in Denison, stopping at Friendly Church of God in Christ in Sherman, and ending at the White Rock Missionary Baptist Church in White Rock. The service will be held from 4 p.m. to 6 p.m. at White Rock Missionary Baptist Church and will feature the theme "We've Come This Far by Faith", and

WHEREAS, the Grayson County Youth Council will present a Youth Talent Show on Sunday, February 22, 2009,

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim the month of February, 2009

BLACK HISTORY MONTH

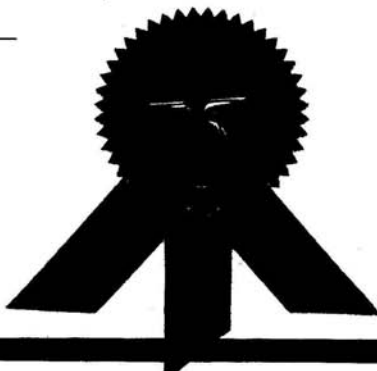
in the City of Sherman and encourage all citizens to celebrate the heritage and culture of our Black Americans.

I, WHEREFORE, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 2nd day of February, 2009.

Mayor

WITNESSETH:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5587

Providing for Permanent “Stop” Signs at the Intersection of Lockhart Street and College Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue

To consider introducing, seeking public input, and adopting an ordinance providing for permanent “Stop” signs at the intersection of Lockhart Street and College Street

Background

Following the receipt of a public complaint, the Street Department evaluated the intersection at Lockhart and College and determined that placement of “Stop” signs at this location, stopping north and south bound traffic on Lockhart Street, was warranted and would provide for greater traffic and pedestrian safety. The signs have been installed for 90-days; and no complaints have been received.

Origination

Sherman Citizen and Department of Public Works

Financial Consideration

The only financial consideration is the City’s cost for installing two “Stop” signs, totaling \$335.90.

Staff Recommendation

It is recommended that the City Council adopt the proposed ordinance for “Stop” signs to be located at the intersection of Lockhart Street and College Street, stopping north and south bound traffic on Lockhart.

Alternatives

The Council could reject the proposed ordinance for the “Stop” signs.

Attachments

Ordinance No. 5587

Exhibit “A” (Location Map)

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

ORDINANCE NO. 5587

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

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

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

At the intersection of Lockhart Street and College Street, stopping north and south bound traffic on Lockhart Street, as shown by Exhibit “A” attached hereto and incorporated herein for all purposes.

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

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____ day of _____, 2009.

ADOPTED on this the _____ day of _____, 2009.

EFFECTIVE DATE on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

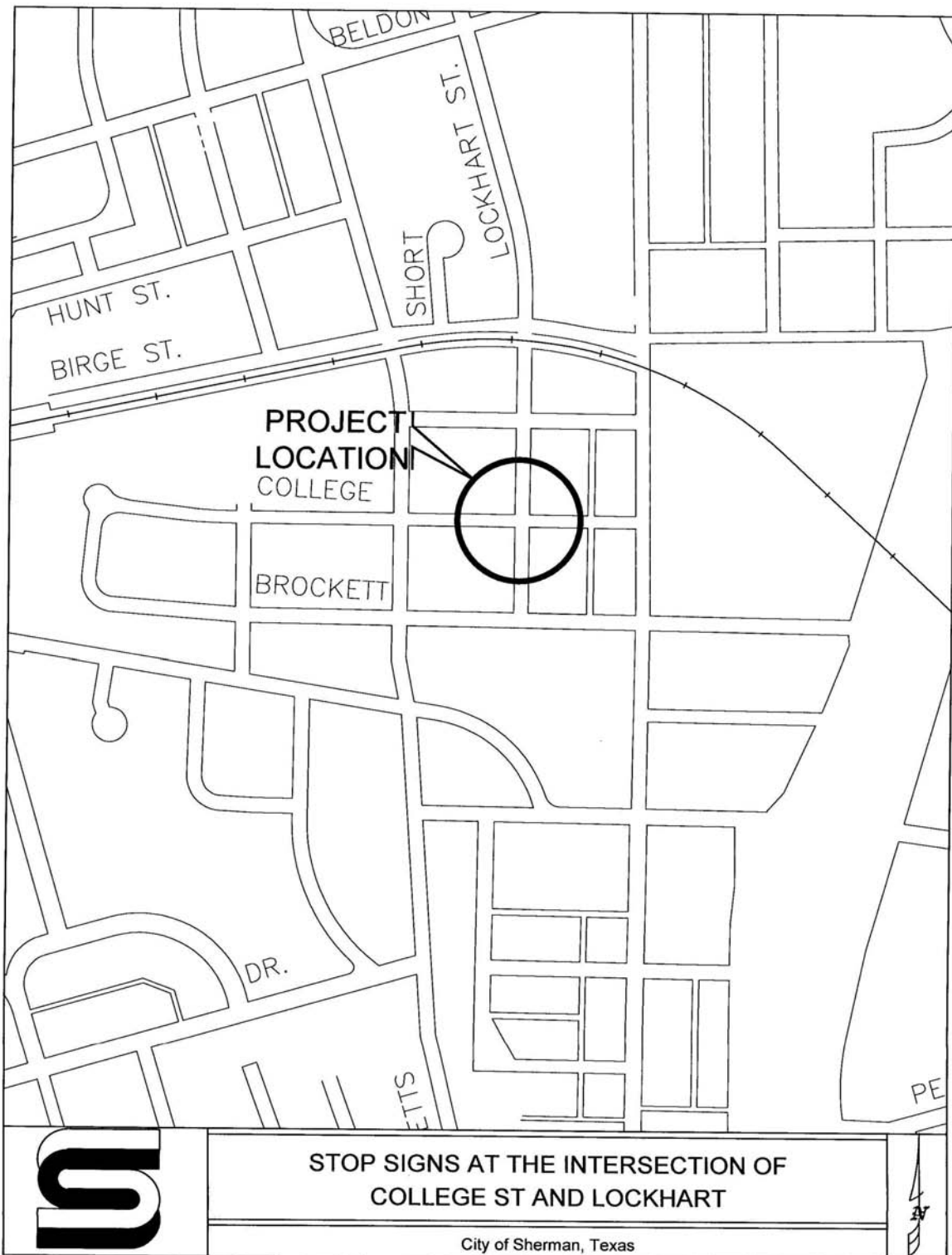
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
INTERIM CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5587

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5587

Providing for Permanent “Stop” Signs at the Intersection of Lockhart Street and College Street within the City Limits of the City of Sherman; Providing for a Penalty Provision



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

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. 5313

Amending the 2008-2009 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2008, through September 30, 2009

C.3 * RESOLUTION NO. 5315

Authorizing the Purchase of Rescue Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Sherman Fire Department

C.4 * RESOLUTION NO. 5316

Authorizing the Purchase of a Sign Truck Body from DuTec, Inc. for the Street Services Department

C.5 * RESOLUTION NO. 5317

Authorizing the Purchase of a Sign Truck Chassis through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Services Department

C.6 * RESOLUTION NO. 5318

Authorizing the Purchase of a 2½-Ton Dump Truck through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Services Department

D.2 * REQUEST TO ADVERTISE

Fallon Drive Water Main Construction from U.S. Highway 75 to Pecan Grove Road

D.3 * REQUEST TO ADVERTISE

Oak Creek Drive Water Main Replacement from Oak Creek Circle to Alpine Drive

D.4 * REQUEST TO ADVERTISE

Travis Street Water Main Replacement from Washington Street to Jones Street

D.5 * REQUEST TO ADVERTISE

Reconstruction of the Solid Waste Transfer Station Wall

D.8 * OTHER BUSINESS

Approve Quarterly Investment Report for Period ending December 31, 2008



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5313**

Amending the 2008-2009 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2008, through September 30, 2009

Issue

Appropriating additional funds to increase the fiscal year (FY) 2008-2009 budget for the General Fund by \$244,559.00 and the General Improvement Fund for \$300,000.00

Background

This budget amendment in the General Fund relates to providing appropriations for the Homeland Security Grant accepted by the Council at the December 15, 2008 meeting and for a Fire Department training grant expected to be awarded to the City in the spring of 2009. The total City expenditures for these grants are \$252,559.00, with \$184,559.00 relating to the Homeland Security grant and \$68,000.00 relating to the training grant. The City will receive \$245,759.00 in federal funding as reimbursement for these purchases, for a net effect to the City of only \$6,800.00. These grant funds will be used to purchase safety equipment and training software to assist the Fire Department.

The amendment in the General Improvement Fund is to provide appropriations for the potential purchase of property in FY 2008-2009 totaling \$300,000.00. Funding for this purchase will be from available reserves.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

This budget amendment will increase total authorized expenditures by \$552,559.00 for FY 2008-2009, with \$245,759.00 of that amount to be reimbursed through federal grant funds.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

The Council has already committed to the Homeland Security Grant, so no viable alternatives exist for that change; the Council could opt not to approve the other amendments.

Attachments

Resolution No. 5313

Budget Summary for General Fund and General Improvement Fund

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5313

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2008-2009 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2008, THROUGH SEPTEMBER 30, 2009; 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 2008-2009 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. General Fund: To appropriate an additional \$184,559.00 for purchase of equipment through a Homeland Security Grant; to appropriate an additional \$68,000.00 for purchase of training software and equipment for the Fire Department through a Federal Emergency Management Agency (FEMA) grant; and
2. General Improvement Fund: To appropriate an additional \$300,000.00 for the purchase of real estate.

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

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM:

BY: _____
INTERIM CITY ATTORNEY

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

	Amended 2008-2009	Proposed Revision	Proposed 2008-2009
Beginning Fund Balance	\$ 7,788,199		\$ 7,788,199
Revenues			
Property Taxes	6,550,000		6,550,000
Sales Taxes	11,850,000		11,850,000
Franchise Taxes	3,663,000		3,663,000
Other Taxes	123,000		123,000
Fines & Forfeitures	923,000		923,000
Recreation	236,000		236,000
Permits & Licenses	438,000		438,000
Rentals	79,700		79,700
Cemetery Sales and Services	148,000		148,000
Sales & Services	382,060		382,060
Ambulance Services	1,750,000		1,750,000
Interest	210,000		210,000
Grants and Miscellaneous	296,250	245,759	542,009
Total Revenues	26,649,010	245,759	26,894,769
Transfers In	2,312,493		2,312,493
Total Receipts	28,961,503	245,759	29,207,262
Total Funds Available	36,749,702	245,759	36,995,461
Expenditures			
Personnel	20,146,240		20,146,240
Supplies	1,210,762		1,210,762
Maintenance	1,046,017		1,046,017
Utilities	1,484,592		1,484,592
Contract Wages	355,060		355,060
Computer Services	566,575		566,575
Debt Service	195,237		195,237
Contractual and Sundry Services	1,848,784		1,848,784
Vehicle Usage	1,225,971		1,225,971
Equipment and Buildings	656,602	252,559	909,161
Transfer Out to Fleet Fund	1,000,000		1,000,000
Transfer Out to Ins Fund	766,283		766,283
Transfer Out to Comp Svc	60,000		60,000
Total Expenditures	30,562,123	252,559	30,814,682
Excess Receipts over Expenditures	(1,600,620)	(6,800)	(1,607,420)
Ending Fund Balance	\$ 6,187,579	\$ (6,800)	\$ 6,180,779

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

	Approved 2008-2009	Proposed Revision	Revised 2008-2009
Beginning Fund Balance	\$ 6,661,318		\$ 6,661,318
Revenues:			
Austin College Participation	200,000		200,000
Bond Proceeds	7,050,000		7,050,000
Investment Interest	150,000		150,000
Total Revenues	<u>7,400,000</u>		<u>7,400,000</u>
Total Funds Available	14,061,318		14,061,318
Expenditures:			
Comprehensive Plan Study	95,000		95,000
* Pecan Grove Park - Phase I	200,000		200,000
Street Right-of-Way & Oversizing	150,000		150,000
* Brockett St. - Grand to Travis	1,600,000		1,600,000
* Washington Street West	4,000,000		4,000,000
* Lamberth Rd West	900,000		900,000
* Canyon Creek Drive	1,200,000		1,200,000
* Pecan Grove Park - Phase II	2,400,000		2,400,000
* Center Street Sports Complex	1,300,000		1,300,000
Solid Waste Transfer Station Repairs	230,000		230,000
Bleacher Renovation - Fairview & OSP	200,000		200,000
US 75 W. Frontage Road Reversal	300,000		300,000
Canyon Grove Road - relocation	50,000		50,000
Property Acquisition	-	300,000	300,000
Total Expenditures	<u>12,625,000</u>	<u>300,000</u>	<u>12,925,000</u>
Ending Fund Balance	<u>\$ 1,436,318</u>	<u>\$ (300,000)</u>	<u>\$ 1,136,318</u>
Designated for Transportation	120,001		
Not Designated	1,316,317		

* **Bond Projects**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. C.2

RESOLUTION NO. 5314

Authorizing the City Manager to Enter into a Memorandum of Understanding with Grayson County for Sherman's Participation in the Grayson County Community Mitigation Planning Program; Appointing Members to Serve on the Grayson County Community Mitigation Planning Team

Issue

A Memorandum of Understanding for the City of Sherman's participation in the Grayson County Community Mitigation Planning Program for the development of a Hazard Mitigation Plan

Background

In 2003, the City of Sherman began the development of a Hazard Mitigation Plan. This plan identified local hazards and the potential impact to our citizens and property. The plan has been reviewed by the Governor's Division of Emergency Management (GDEM) and has been returned for some required revisions. In 2007, Grayson County applied for and later was awarded a grant by the Federal Emergency Management Agency (FEMA) and the GDEM to provide hazard mitigation planning services for Grayson County including the City of Sherman. Upon completion and acceptance by the State of Texas and FEMA, the plan will identify hazards and estimate potential losses from future hazard events. The plan will serve as a guide, but will not include a specific commitment by the City to mitigate these hazards. Grayson County estimates that the plan will be completed within six months and should have state and federal approval within twelve months. As part of this planning process, the County will review the City of Sherman's draft Hazard Mitigation Plan and determine if it is feasible to complete this plan or if it would be more efficient to incorporate the City's plan into the County's plan.

Origination

J. J. Jones, Fire Chief/Emergency Management Coordinator
Drue Bynum, Grayson County Judge

Financial Consideration

There is no direct financial impact to the City of Sherman. The total project cost is estimated at \$138,244.00. The grant award to Grayson County was in the amount of \$103,683.00, with an estimated \$34,561.00 paid by Grayson County. The project will require representation by staff at public meetings as well as staff time to assist with this project. Staff recommends Neighborhood Services Coordinator Theresa Caudle and Fire Captain Gregg Loyd serve as representatives for the City of Sherman in this process.

Staff Recommendation

It is recommended that the Council approve this Memorandum of Understanding with Grayson County and appoint Mrs. Caudle and Captain Loyd as Sherman's members to the Grayson County Community Mitigation Planning Team.

Alternatives

The City of Sherman has completed a draft Hazard Mitigation Plan. This plan has been reviewed by the GDEM and has been returned for some required revisions. The City Council could elect not to participate in the County Hazard Mitigation Plan and continue to complete our own plan.

Attachments

Resolution No. 5314

Memorandum of Understanding

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH GRAYSON COUNTY FOR SHERMAN'S PARTICIPATION IN THE GRAYSON COUNTY COMMUNITY MITIGATION PLANNING PROGRAM; APPOINTING MEMBERS TO SERVE ON THE GRAYSON COUNTY COMMUNITY MITIGATION PLANNING TEAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Grayson County, Texas has been awarded a grant by the Federal Emergency Management Agency (FEMA) and the Governor's Division of Emergency Management for the purpose of providing hazard mitigation planning services for Grayson County and all of its incorporated areas; and

WHEREAS, this work will result in a comprehensive multi-jurisdictional mitigation plan approved by the State of Texas and FEMA; and

WHEREAS, the Disaster Mitigation Act of 2000 provided an opportunity for local, state and federal governments to take a new and revitalized approach to mitigation planning, which emphasizes the need for state and local entities to closely coordinate mitigation planning and implementation efforts; and

WHEREAS, the requirement of a local plan as a condition of certain disaster assistance adds an incentive for Grayson County and all of its incorporated areas to get this work done; and

WHEREAS, as none of our communities had an approved Hazard Mitigation Plan in place in June 2007, we were precluded from seeking much needed federal dollars after the flood; and

WHEREAS, FEMA requires that the City of Sherman be an active participant in the planning process in order to sign off on, and receive the benefits of, the final Plan;

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

SECTION 1. That the City Manager be and is hereby authorized to enter into a Memorandum of Understanding with Grayson County for Sherman's participation in the Grayson County Community Mitigation Planning Team, in accordance with the terms and provisions of the Memorandum of Understanding attached hereto and made a part hereof for all purposes.

SECTION 2. That the City Council hereby appoints the following City of Sherman representatives to serve on the Grayson County Community Mitigation Planning Team:

ENTITY REPRESENTATIVE FOR PLANNING TEAM: *(required)*

Name: Theresa Caudle

ENTITY ALTERNATIVE REPRESENTATIVE FOR PLANNING TEAM: *(required)*

Name: Gregg Loyd

ENTITY ADDITIONAL REPRESENTATIVES: *(optional)*

Name: _____

Name: _____

Name: _____

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

**GRAYSON COUNTY
COMMUNITY MITIGATION PLANNING TEAM
MEMORANDUM OF UNDERSTANDING**

1. Purpose

As part of the Grayson County Community Mitigation Planning Program, a Memorandum of Understanding ["MOU"] must be executed between Grayson County ["hereinafter referred to as "the County"] and each participating City of Grayson County ["hereinafter referred to as "the Cities"].] The Plan created as a result of this MOU will be presented to the County and all participating cities' governing bodies for approval and adoption.

When adopted, the Mitigation Action Plan will provide guidance to the participating Cities and the County. Adopted plans serve as guides only and do not include a specific commitment by the jurisdictions. All adopted plans should address land use, community facilities, and transportation networks. Priority projects will be considered by the local jurisdictions for local funding and as a basis for requests for grants from the State and Federal government.

The intent of this MOU is to ensure that the mitigation action plan is developed in an open manner involving neighborhood stakeholders and that it is consistent with City and County policies, objectives and is an accurate reflection of the values of the community. This MOU sets out the responsibilities of all parties. The MOU identifies the work to be performed by the planning team, the Cities and the County.

2. Responsibilities

Community Planning Team Responsibilities:

- a. Ensure that the Grayson County Community Mitigation Planning Team includes representatives for neighborhood stakeholders groups, including all residents, neighborhood associations, community groups, property owners, institutions, businesses, schools, etc. Each participating city must provide at least one representative to the County team and provide active support, input and attendance at program meetings.
- b. Attend regular meetings of the planning team as coordinated by Grayson County.
- c. Assist Grayson County staff with identifying hazards and estimating potential losses from future hazard events. *[Note: this relates to and requires an all-hazards approach – not just flood hazards]*
- d. Assist Grayson County in developing and prioritizing mitigation actions to address the identified risks.
- e. Assist Grayson County in coordinating public meetings to develop the plan.
- f. Identify the community resources available to support the planning effort.
- g. Assist with recruiting participants for planning meetings, including the development of a community-wide mailing list and distribution of meeting announcements (as prepared by Grayson County) by mail and other available means.
- h. Gain the support of neighborhood stakeholders for the recommendations resulting from the planning process.

- i. Submit the proposed plan to all city departments for review and comment and work with Grayson County to incorporate the resulting comments into the proposed plan.
- j. After adoption, appoint members to a Coordinating Committee to monitor and work toward plan implementation.
- k. After adoption, publicize the plan to neighborhood interests and ensure new community members are aware of the plan and its contents.
- l. Subsequent to State of Texas and FEMA approval of the plan, assume responsibility for bringing the plan to life by ensuring it remains relevant: by monitoring progress, through regular maintenance and implementation projects.

Grayson County's Responsibilities

- a. Assign a lead planning staff member to provide technical assistance and necessary data to the Grayson County Community Mitigation Planning Team.
- b. Schedule, coordinate and facilitate community meetings with the assistance of the planning team.
- c. Provide any necessary materials, handouts, etc., necessary for public planning meetings.
- d. Work with the planning team to collect and analyze data and develop goals and implementation strategies.
- e. Prepare, based on community input and team direction, the first draft of the plan and provide technical writing assistance for review, editing and formatting.
- f. Coordinate with stakeholders within the cities and the unincorporated areas of Grayson County during plan development.
- g. Submit the final plan to the State of Texas and provide follow up technical assistance to the Grayson County Community Mitigation Planning Team to cure any noted deficiencies subsequent to the review of the plan by the State of Texas.
- h. Upon approval by the State of Texas, submit the plan to FEMA and provide follow up technical assistance to the Grayson County Community Mitigation Planning Team to cure any noted deficiencies subsequent to the review of the plan by FEMA.
- i. Coordinate adoption and final approval process by all City Councils and the Commissioners Court of the approved FEMA plan.
- j. Submit final plan, with adoption documentation and approval signatures for all participating jurisdictions, to the State and FEMA and ensure plan is noted as complete and approved by both agencies.
- k. Prepare for and attend City Council/Commissioners Court/public meetings during plan consideration and plan adoption process.

EXECUTED by the Cities of Grayson County and Grayson County, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

NAME OF ENTITY: City of Sherman

Signature: _____

Printed Name: Bill Magers

Title: Mayor

Date: _____

ENTITY REPRESENTATIVE FOR PLANNING TEAM: *(required)*

Name: Theresa Caudle

ENTITY ALTERNATIVE REPRESENTATIVE FOR PLANNING TEAM: *(required)*

Name: Gregg Loyd

ENTITY ADDITIONAL REPRESENTATIVES: *(optional)*

Name: _____

Name: _____

Name: _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5315**

Authorizing the Purchase of Rescue Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Sherman Fire Department

Issue

To consider the purchase of a Paratech trench rescue trailer and equipment for use within the Sherman Fire Department

Background

After the flood in June 2007, the Sherman Fire Department identified needed rescue equipment that could be used in the event of a structural collapse or below grade emergency. Application was made for a grant through the Governor's Office on Emergency Preparedness. On November 18, 2008, as part of the Homeland Security Grant Program, the City of Sherman was awarded \$184,558.98 to fund two projects: the requested rescue equipment and a rescue watercraft. The rescue equipment is available through Metro Fire Apparatus, Inc., a sole source vendor for Paratech. As part of the grant consideration, this equipment will be available for deployment through regional mutual aid agreements. The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Sherman Fire Department

Financial Consideration

The 2008 grant is \$184,558.98. The unit will be purchased at a cost of \$162,750.00. Upon delivery of the equipment, funds will be reimbursed to the City of Sherman through the Governor's Office on Emergency Preparedness. Reimbursement usually takes four weeks from date of submittal of the required paperwork. Delivery is expected within six weeks of order. All reimbursements should be completed prior to the end of the current fiscal year. The remaining funds will be used to purchase a rescue watercraft. This item will be requested on a later agenda.

Staff Recommendation

It is recommended that the staff be authorized to purchase the Paratech trench rescue trailer and equipment through the BuyBoard.

Attachments

Resolution No. 5315; BuyBoard Quote; Sub-Recipient Agreement for 2008 HSGP Grant; Texas Local Government Purchasing Cooperative Interlocal Participation Agreement

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF RESCUE EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE SHERMAN FIRE 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 to purchase from Metro Fire Apparatus, Inc., through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Paratech Trench Rescue Trailer and equipment at the total purchase price of One Hundred Sixty-Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$162,750.00), in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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

PASSED AND APPROVED on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:

BY: _____
INTERIM CITY ATTORNEY



QUOTE

Number 24760-0

Quote Date 10/01/2008

Page 1

Corporate	Arlington	South Houston
6125 Nordling Road	1121 Sturgeon Ct, Ste. 115	514 Michigan
Houston, TX 77076	Arlington, TX 76001	South Houston, TX 77587
(713) 692-0911 Phone	(817) 467-0911 Phone	(713) 475-2411 Phone
(713) 692-1591 Fax	(817) 375-1775 Fax	(713) 475-2428 Fax

Bill to: SHERMAN CITY OF
P O BOX 1106
SHERMAN, TX 75091-1106

Ship to: SHERMAN CITY OF
318 SOUTH TRAVIS
SHERMAN, TX 75090-

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO	Wanted Date
SHE003		SCOTT GIBBS			10/01/2008
Entered By		FOB	Ship Via	Terms	
SCOTT GIBBS		SHIPPING POINT	PICK UP	NET 20 DAYS	
Customer/Order Instructions					

THIS PRICING REFLECTS BUY BOARD PRICING. CUSTOMER WILL PICKUP AT FACTORY.

Quantity	U/M	Item #	Description	Price	Extension
Order Ship Back					
1 1 1	EA	MET-SET UP	PARATECH 22-700240 TRENCH RESCUE TRAILER 16' RED WITH GENERATOR AND COMMAND LIGHT	162750.0000	162750.00

**** NOTES ****
BUY BOARD PRICING
CUSTOMER WILL PICK UP AT PARATECH

SubTotal 162,750.00

Total 162,750.00

QUOTE GOOD FOR 45 DAYS

	Governor's Division of Emergency Management 2008 Sub-Recipient Agreement for City of Sherman												
Date of Award November 18, 2008													
1. Sub-Recipient Name and Address Mayor Bill Magers City of Sherman P.O. Box 1106 Sherman, TX 75091-1106	2. Prepared by: Seals, Freddie 3. SAA Award Number: 08-SR 67496-02												
4. Federal Grant Information <table style="width: 100%;"> <tr> <td style="width: 50%;">Federal Grant Title:</td> <td>Homeland Security Grant Program</td> </tr> <tr> <td>Federal Grant Award Number:</td> <td>2008-GE-T8-0034</td> </tr> <tr> <td>Date Federal Grant Awarded to GDEM:</td> <td>September 1, 2008</td> </tr> <tr> <td>Federal Granting Agency:</td> <td>Federal Emergency Management Agency National Preparedness Directorate</td> </tr> </table>		Federal Grant Title:	Homeland Security Grant Program	Federal Grant Award Number:	2008-GE-T8-0034	Date Federal Grant Awarded to GDEM:	September 1, 2008	Federal Granting Agency:	Federal Emergency Management Agency National Preparedness Directorate				
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Federal Grant Award Number:	2008-GE-T8-0034												
Date Federal Grant Awarded to GDEM:	September 1, 2008												
Federal Granting Agency:	Federal Emergency Management Agency National Preparedness Directorate												
5. Award Amount and Grant Breakdowns													
Total Award Amount \$184,558.98	Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No												
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 16.6%;"> SHSP 97.073 </td> <td style="width: 16.6%;"> SHSP-LEAP 97.073 </td> <td style="width: 16.6%;"> UASI 97.008 </td> <td style="width: 16.6%;"> UASI-LEAP 97.008 </td> <td style="width: 16.6%;"> CCP 97.053 </td> <td style="width: 16.6%;"> MMRS 97.071 </td> </tr> <tr> <td>\$165,540.00</td> <td>\$19,018.98</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>	SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071	\$165,540.00	\$19,018.98	\$0.00	\$0.00	\$0.00	\$0.00
	SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071							
	\$165,540.00	\$19,018.98	\$0.00	\$0.00	\$0.00	\$0.00							
This award supersedes all previous awards. Performance Period: Sep 1, 2008 to Jan 15, 2011													
6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.													
7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.													
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov .													
9. Agency Approval													
Approving GDEM Official: Jack Colley, Chief Division of Emergency Management Office of the Governor	Signature of GDEM Official: 												
10. Sub-Recipient Acceptance													
I have read and understand the attached Terms and Conditions.													
Type name and title of Authorized Sub-Recipient official: Bill Magers, Mayor	Signature of Sub-Recipient Official: 												
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 75-6000669	12. Date Signed : 12-15-2008												
13. DUE DATE: Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.													

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf. Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI NSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtml
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: <http://www.fema.gov/emergency/nims/rm/rt.shtml>. This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with GDEM for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

FY 08 NIMS implementation requirements must be completed by January 31, 2009.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 15, 2011. The last day for submission of invoices is March 15, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principles for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and

2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

THE APPLICABLE LAWS AND REGULATIONS

I. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education,

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://lo2.tlc.state.tx.us/statutes/gv.toc.htm>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141). Sub-recipients must also comply with 44 C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2 C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfr1_08.html#215, 2 C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B
CERTIFICATIONS

I, BILL MACGEE as Mayor/County Judge of SHERMAN, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

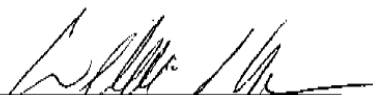
C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.


Chief Elected Official, Mayor/County Judge

12-15-2008
Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned, BILL MAGUIRE, as Mayor/County Judge of the SHERMAN, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Chief Elected Official, Mayor/County Judge

12-15-2008

Date

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the

Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

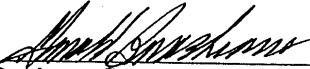
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

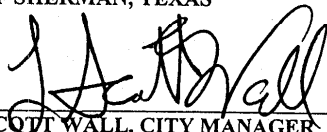
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5316**

**Authorizing the Purchase of a Sign Truck Body from DuTec, Inc.
for the Street Services Department**

Issue

To consider authorizing the purchase of a sign truck body for the Street Services Department

Background

Currently, the Street Services Department utilizes a flat bed body truck as the sign and signal vehicle. Tools, hardware, and signs are all loaded together on the bed of the truck. This sometimes results in damage to new signs and plastic components when items shift during travel to a work site. The current truck has mechanical, suspension, and body problems that limit its reliability. The chassis has 100,000 miles on it; and Equipment Services has recommended that it be replaced this fiscal year. A local vendor, DuTec, Inc., is a company that builds truck bodies for specialized uses and can accommodate our specification for a body to serve the needs of the sign and signal work function.

Origination

Public Works Department

Financial Consideration

Quotes were received from two vendors for the construction of the specialized body. Considering the City's 5% local vendor preference policy, DuTec, Inc. of Sherman would be eligible to receive the bid. DuTec's bid was \$33,440.00; and AG Van & Truck Equipment of Dallas bid \$33,050.00. Funding for the body was approved in the fiscal year 2008-2009 equipment replacement fund.

Staff Recommendation

It is recommended that the sign truck body be purchased from the local vendor, DuTec, Inc., for the sum of \$33,440.00. With the local bidder consideration, DuTec, Inc. becomes the "low" bidder.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5316

DuTec, Inc.'s Quotation

Ag Van & Truck Equipment's Quotation

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A SIGN TRUCK BODY FROM DUTEC, INC. FOR THE STREET SERVICES 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 DuTec, Inc. of Sherman, Texas, is hereby awarded the bid in the total amount of \$33,440.00, without change orders, for the purchase of a sign truck body to be used within the Street Services Department. The City Manager is hereby authorized and directed to issue a purchase order for DuTec, Inc. for the purchase of said sign truck body, in accordance with all documents attached hereto and made a part hereof for all purposes. Any necessary contract documents must be approved by the Interim City Attorney.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

Simpson, Bruce

From: Larry Dunn [Larry_Dunn@Dutecinc.com]
Sent: Monday, January 05, 2009 5:06 PM
To: Simpson, Bruce
Subject: Sign Body Quotation
Attachments: 33950 City of Sherman Sign Body Specs 11-24-08.doc; SIGN BODY.xls

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Mr. Simpson,

Dutec is pleased to quote 1 sign service body per the attached specifications and drawings. This body quotation includes mounting on an F-650 Ford chassis furnished by the City of Sherman and white paint to match the cab of the chassis. The finished chassis is quoted in a work ready state with all lighting to meet D. O. T and state requirements. Emergency flashing lights have not been quoted but can be added if required.

Price: \$33,440

Delivery: 5-6 Weeks From Date of order or 2-2 1/2 weeks from receipt of chassis

If you have any questions, please call. Thanks for considering Dutec for this requirement.

Larry Dunn
DuTec, Inc
903-868-1917

IN GOD WE TRUST



Quotation

Quote No. _____
Date: 12/17/08 _____
Salesperson: Murray Clark _____
Vehicle Type: SIGN TRUCK _____

[illegible]

By _____ Accepted _____ Date _____

Thank You!



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5317**

Authorizing the Purchase of a Sign Truck Chassis through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Services Department

Issue

To consider the purchase of a sign truck chassis

Background

The work to maintain the signs and signals on over 200 miles of City streets and associated intersections has increased dramatically over the past ten years. To efficiently perform that work, the Street Department maintains a sign/signal truck that carries the tools and parts necessary to complete installation and repairs in the field. The current sign truck chassis has mechanical, suspension, and body problems that limit its reliability. Unit 402 has 100,000 miles on it; and Equipment Services has recommended that it be replaced this fiscal year. The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Public Works Department

Financial Consideration

The truck chassis unit will be purchased at a cost of \$45,176.00. Funds for the purchase were appropriated in the fiscal year 2008-2009 vehicle replacement budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the sign truck chassis through the BuyBoard.

Alternatives

None recommended

Attachments

Resolution No. 5317; BuyBoard Quote; Texas Local Government Purchasing Cooperative Interlocal Participation Agreement

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF SIGN TRUCK CHASSIS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE STREET SERVICES 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 to purchase one new Ford F-650 Sign Truck Chassis at a total purchase price of Forty-Five Thousand Five Hundred Seventy-Six Dollars and No Cents (\$45,576.00) through BuyBoard, in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:

BY: _____
INTERIM CITY ATTORNEY

Chassis - Sign Truck

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: CITY OF SHERMAN

Philpott Rep: MICHAEL WILEY

Contact: BRUCE SIMPSON

Date: 29-Dec-08

Product Description: FORD F-650

A. Bid Series: 22

A. Base Price: \$ 39,260.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F66	PRO-LOADER PACKAGE	INCL	158	84" CAB TO AXLE	\$ -
	SINGLE AXLE	INCL	76B	FRONT TOW HOOKS	\$ 68.00
	ALLISON 2500 AUTOMATIC	INCL	68D	AIR SUSPENSION 18,500lb CAP.	\$ 686.00
	134" WHEEL BASE	INCL	86A	DARK GRAY GRILL	\$ (30.00)
	REGULAR CAB	INCL	54C	2- AUXILIARY CONVEX	\$ 40.00
	22,000lb GVWR	INCL		MIRRORS	
	5.9L CUMMINS 200hp	INCL	67A	AIR BRAKES	\$ 1,428.00
			99B	6.7L CUMMINS 220 HP DIESEL	\$ 1,068.00
			17M	BACK UP ALARM	\$ 103.00
FDC	FACTORY FUEL STEEL	\$ 1,275.00	92U	ENGINE HOUR METER	\$ 98.00
	SURCHARGE				
	FLOOR PLAN	\$ 950.00			
	LOT INSURANCE	\$ 150.00			

Total of B. Published Options: \$ 5,836.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.2 %

Options	Bid Price	Options	Bid Price
PRE-DELIVERY INSPECTION	\$ 80.00		
ESTIMATED DELIVERY IN			
120-150 DAYS TO CITY OF SHERMAN			

Total of C. Unpublished Options: \$ 80.00

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ \$1.50/mile

F. Total of A + B + C + D + E = F

G. Quantity Ordered 1 x F =

H. BUYBOARD Administrative Fee

\$400.00 PER PURCHASE ORDER

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ -

\$ -

\$ 45,176.00

\$ 45,176.00

\$ 400.00

\$ 45,576.00

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the

Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

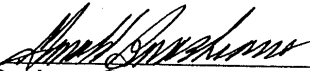
- 1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
- 2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
- 3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
- 4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

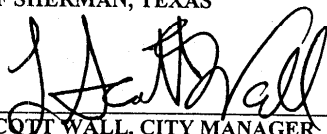
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5318**

Authorizing the Purchase of a 2½-Ton Dump Truck through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Services Department

Issue

To consider the purchase of a 2½-ton dump truck for use within the Street Services Department

Background

Unit 453 is a 21 year old 1988 International dump truck with 125,000 miles. Currently the truck is not operable. Equipment Services has inspected the unit and concurs that it has significant mechanical and body problems and needs to be replaced. The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system, called the BuyBoard.

Origination

Department of Public Works

Financial Consideration

Quotes were received from both H-GAC and BuyBoard. BuyBoard's quote of \$56,287.00 was the lowest and includes the chassis and dump body. Funds for the purchase of this truck were budgeted for in the fiscal year 2008-2009 equipment replacement fund.

Staff Recommendation

It is recommended that the staff be authorized to purchase a dump truck through the BuyBoard.

Alternatives

Those as may be recommended by the City Council.

Attachments

Resolution No. 5318

BuyBoard Contract Pricing Worksheet

BuyBoard Interlocal Agreement

Prepared by:

Jeff Miller, Director of Public Works

Approved by:

George Olson, City Manager

RESOLUTION NO. 5318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2½-TON DUMP TRUCK THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE STREET SERVICES 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 to purchase one 2½-ton Ford F-750 Dump Truck at a total purchase price of Fifty-Six Thousand Two Hundred Eighty-Seven Dollars and No Cents (\$56,287.00) through the Texas Local Government Purchasing Cooperative (BuyBoard), in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney

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

PASSED AND APPROVED on this the _____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

Dump Truck
CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
VEHICLES
BUYBOARD #281-07

End User: CITY OF SHERMAN

Philpott Rep: MICHAEL WILEY

Contact: BRUCE SIMPSON

Date: 29-Dec-08

Product Description: FORD F-750

A. Bid Series: 23

A. Base Price: \$ 33,140.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F75	CAB AND CHASSIS	INCL	99B	6.7L 240hp DIESEL	\$ 1,451.00
	SINGLE AXLE	INCL	76B	FRONT TOW HOOKS	\$ 68.00
	ALLISON 2500 AUTOMATIC	INCL	86A	DARK GRAY GRILL	\$ (30.00)
	158" WHEELBASE	INCL	54C	2- AUXILIARY CONVEX	\$ 40.00
	REGULAR CAB	INCL		MIRRORS	
	31,000 GVWR	INCL	47N	23K REAR SUSPENSION	\$ 1,314.00
	5.9L CUMMINS 200hp	INCL	67C	AIR BRAKES	\$ 1,257.00
EMS	09 EMISSION SURCHARGE	\$ 6,250.00	92U	ENGINE HOUR METER	\$ 98.00
	33,000lb GVWR	INCL	TKG	275/80R22.5G XZE FRONT TIRES	\$ 126.00
FDC	FACTORY FUEL STEEL	\$ 1,275.00	RKG	REAR TIRES SAME AS FRONT	\$ 240.00
	SURCHARGE		GSC	GENERAL SERVICE PKG BODY	\$ 9,310.00
	FLOOR PLAN	\$ 950.00		SEE PRICE ADJUSTMENT FOR	
	LOT INSURANCE	\$ 150.00		6-8 YARD DUMP BODY BELOW	

Total of B. Published Options: \$ 22,499.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.4 %

Options	Bid Price	Options	Bid Price
PRE-DELIVERY INSPECTION	\$ 80.00	DAVIS 6-8 YARD DUMP BODY	\$ (410.00)
DVD PARTS MANUALS	\$ 192.00	SPARE TIRE AND WHEEL	INCL
FORD CHASSIS ELECTRIC MANUALS	\$ 143.00	BACK UP ALARM	INCL
CUMMINS ENGINE AND DIAGNOSTICS	\$ 190.00	HYDRAULIC HOIST	INCL
ALLISON TRANSMISSION MANUAL	\$ 53.00		
ESTIMATED DELIVERY IN		PRICE ONLY GOOD FOR 45 DAYS	
150-190 DAYS TO BODY COMPANY			

Total of C. Unpublished Options: \$ 248.00

D. Contract Price Adjustment: _____

E. Delivery Charges: 0 miles @ \$1.50/mile

F. Total of A + B + C + D + E = F

G. Quantity Ordered 1 x F =

H. BUYBOARD Administrative Fee

\$400.00 PER PURCHASE ORDER

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 56,287.00

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED JUL 15 2002

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
- a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

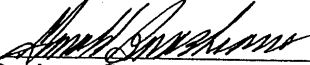
- 1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
- 2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
- 3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
- 4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

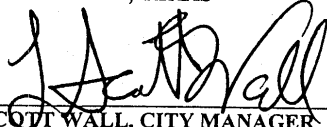
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.1

REQUEST TO ADVERTISE

2009 Biosolids Project for the Sherman Wastewater Treatment Plant

Issue

Permission to advertise for bids on the 2009 Biosolids Project for the Sherman Wastewater Treatment Plant

Background

After treatment in the digester complex, biosolids are temporarily stored in four large storage and dewatering basins. The biosolids are loaded, processed, transported, and spread on agricultural land. The 2009 Biosolids Project will recycle biosolids from the biosolids basins onto agricultural land.

Origination

Department of Utilities Administration

Financial Consideration

Budgeted funds for this project are available in the Wastewater Treatment Budget. Cost of advertising for these services is available in the current budget.

Staff Recommendation

It is recommended that the City Council approve this request to advertise for bids on the 2009 Biosolids Project.

Alternatives

As may be directed by the City Council

Attachments

None

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.2

*** REQUEST TO ADVERTISE**

**Fallon Drive Water Main Construction
from U.S. Highway 75 to Pecan Grove Road**

Issue

Permission to advertise for bids to construct the Fallon Drive Water Main

Background

The current Capital Improvement Program contains a project to construct a water main on Fallon Drive, from U.S. Highway 75 to Pecan Grove Road, which would provide looping and additional service to Texoma Parkway. Plans and specifications are being finalized.

Origination

Department of Utilities Administration

Financial Consideration

The project is funded at \$250,000 in this year's Capital Improvement Program. The cost of advertising is expected to be about \$200.00.

Staff Recommendation

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives

As may be directed by the City Council

Attachments

2008-2009 Capital Improvement Project with Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

PROJECT YEAR: 2008-2009

PROJECT NAME:

Fallon Drive Water Main Loop

DESCRIPTION:

Construct water main from US Hwy 75 to Pecan Grove Road to provide looping and additional service to Texoma Parkway.

ESTIMATED COST:

\$250,000

ESTIMATED O&M COST:

Not Applicable

PROPOSED FINANCING:

Utility Improvement Fund

PROJECT NECESSITY:

Texoma Parkway requires access to additional sources of water to minimize future service interruptions.

DEPARTMENT/DIRECTOR:

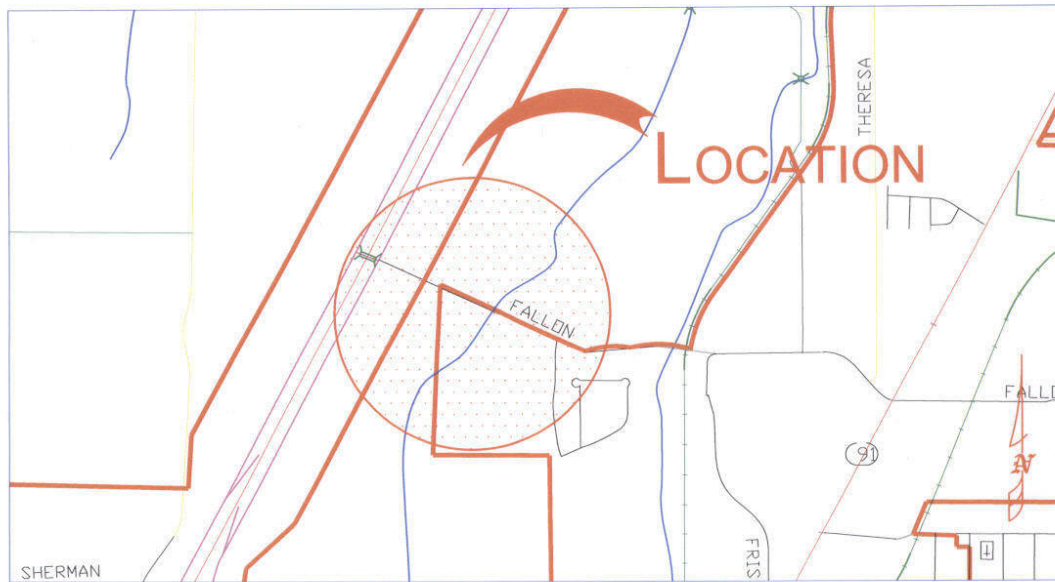
Utility and Engineering Services, Mark Gibson

PROPOSED START DATE:

June, 2009

PROPOSED END DATE:

October, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.3

*** REQUEST TO ADVERTISE**

**Oak Creek Drive Water Main Replacement
from Oak Creek Circle to Alpine Drive**

Issue

Permission to advertise for bids to replace the Oak Creek Drive Water Main

Background

The existing water main is deteriorated, resulting in frequent breaks and service interruptions. The project will replace a 6" water main along Oak Creek Drive from Oak Creek Circle to Alpine Drive. The project is funded in this year's Capital Improvement Program.

Origination

Department of Utilities Administration

Financial Consideration

The project is funded at \$140,000.00 in this year's Capital Improvement Program. The cost of advertising is expected to be about \$200.00.

Staff Recommendation

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives

As may be directed by the City Council

Attachments

2008-2009 Capital Improvement Project with Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

PROJECT YEAR: 2008-2009

PROJECT NAME:

Oak Creek Drive Water Replacement

DESCRIPTION:

Replace 1,300' of 6" water main along Oak Creek Drive from Oak Creek Circle north to Alpine Drive.

ESTIMATED COST:

\$140,000

ESTIMATED O&M COST:

Not Applicable

PROPOSED FINANCING:

Utility Improvement Fund

PROJECT NECESSITY:

Replacement is due to a badly deteriorated line requiring frequent service interruptions and costly repairs.

DEPARTMENT/DIRECTOR:

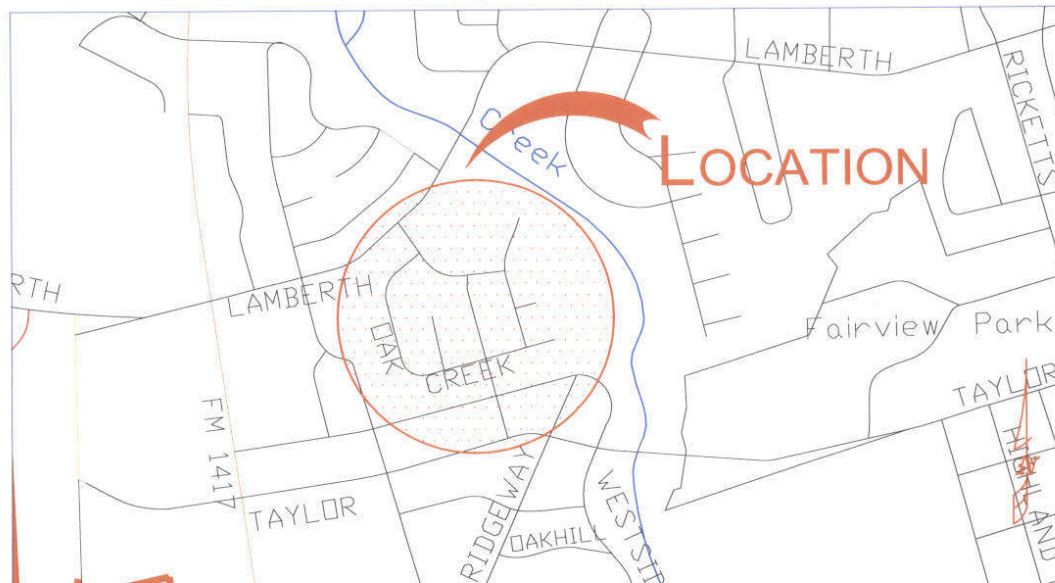
Utility and Engineering Services, Mark Gibson

PROPOSED START DATE:

May, 2009

PROPOSED END DATE:

September, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.4

*** REQUEST TO ADVERTISE**

**Travis Street Water Main Replacement
from Washington Street to Jones Street**

Issue

Permission to advertise for bids to replace the Travis Street Water Main

Background

The project will replace the existing main with a 10" water main on Travis Street, between Washington Street and Jones Street. The project is funded in this year's Capital Improvement Program.

Origination

Department of Utilities Administration

Financial Consideration

The project is funded at \$250,000.00 in this year's Capital Improvement Program. The cost of advertising is expected to be about \$200.00.

Staff Recommendation

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives

As may be directed by the City Council

Attachments

2008-2009 Capital Improvement Project with Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

PROJECT YEAR: 2008-2009

PROJECT NAME:

Travis Street Water Line
Washington St. to Jones St.

DESCRIPTION:

Replace existing line with an 8" water main.

ESTIMATED COST:

\$250,000

ESTIMATED O&M COST:

Not Applicable

PROPOSED FINANCING:

Utility Improvement Fund

PROJECT NECESSITY:

Replacement is due to a badly deteriorated
line requiring frequent service interruptions
and costly repairs.

DEPARTMENT/DIRECTOR:

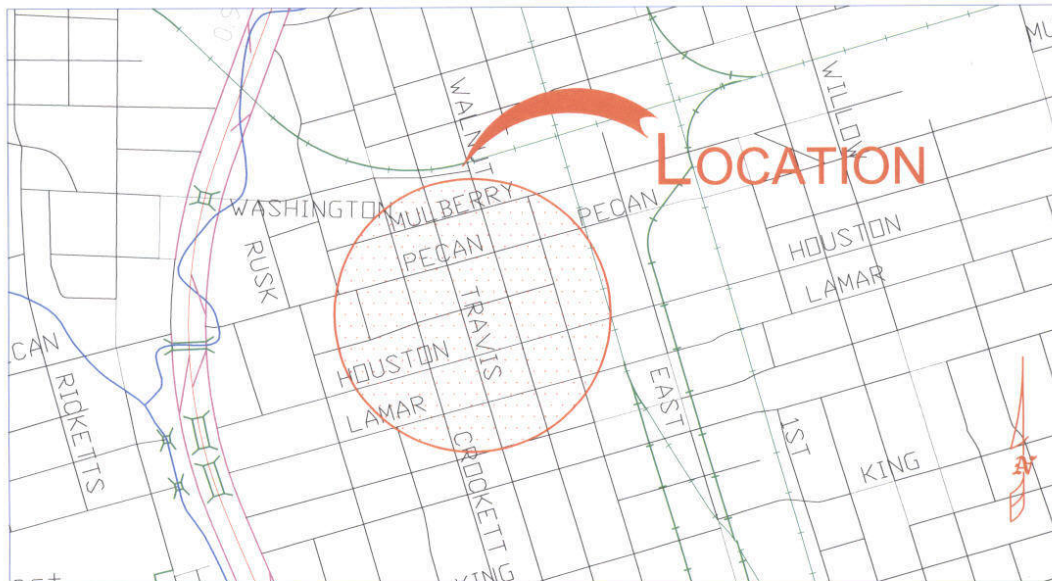
Utility and Engineering Services, Mark Gibson

PROPOSED START DATE:

June, 2009

PROPOSED END DATE:

September, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.5

*** REQUEST TO ADVERTISE**

Reconstruction of the Solid Waste Transfer Station Wall

Issue

Permission to advertise for bids to reconstruct the south wall of the solid waste transfer station

Background

The solid waste transfer station is a vital component in the City's solid waste collection and transportation system. Two of the station's three old wooden walls have been replaced with new concrete walls. The remaining old wooden wall has deteriorated badly in recent years; and funds were included in the fiscal year 2008-2009 Capital Improvement Program budget to provide for a geotechnical investigation, preparation of an engineering design, and reconstruction. Teague, Nall, and Perkins is currently preparing the engineering design.

Origination

Department of Public Works

Financial Consideration

Funds were budgeted for the design and reconstruction of the solid waste transfer station wall in this fiscal year's Capital Improvement Program budget.

Staff Recommendation

After the design is complete, advertise for bids to reconstruct the transfer station wall.

Alternatives

Those as may be recommended by the City Council

Attachments

2008-2009 Capital Improvement Project Sheet w/Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

PROJECT YEAR: 2008-2009

PROJECT NAME: Solid Waste Transfer Station Repairs

DESCRIPTION: Rebuild existing wooden wall in concrete south side of transfer station.

ESTIMATED COST: \$230,000

ESTIMATED O&M COST: NA

PROPOSED FINANCING: General Improvement Fund

PROJECT NECESSITY: Wooden wall is deteriorating badly

DEPARTMENT/DIRECTOR: Public Works, Jeff Miller

PROPOSED START DATE: November, 2008

PROPOSED END DATE: March, 2009





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.6

OTHER BUSINESS

Receive GTUA General Manager Jerry Chapman's Briefing on the Proposed Lake Texoma Pump Station Expansion

Issue

Expansion of the Lake Texoma Pump Station

Background

GTUA General Manager Jerry Chapman will brief the Council on the proposed Lake Texoma Pump Station expansion. Mr. Chapman will also seek the City Council's advice relating to GTUA's funding of Sherman's portion of the project.

Origination

GTUA General Manager

Financial Consideration

Sherman's portion of this project includes 20% of the construction contract, as well as some additional costs for engineering and other services.

Council Action Requested

Authorize GTUA to pursue this project

Attachments

Mr. Chapman's correspondence dated January 26, 2009

Prepared and Approved by:
George Olson, City Manager



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

January 26, 2009

Mr. George Olson
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

RE: Lake Texoma Pump Station Expansion

Dear George:

Last year, I wrote to you advising that the North Texas Municipal Water District (NTMWD) was exploring the modification of the Lake Texoma Pump Station. They engaged the services of Freese and Nichols to determine the feasibility of adding two 6,000 horsepower motors to the pump station platforms in order to increase the transmission capability of the existing 72" waterline from approximately 90 mgd to approximately 125 mgd.

In the fall of 2008, Freese and Nichols completed the engineering report and determined that it was feasible to add the additional pumping capacity. In December 2008, the NTMWD received bids for the installation of the new pumping equipment. Archer Western submitted the lowest responsive bid in the amount of \$6,479,702.00. Mark Gibson and I attended the preconstruction meeting with the NTMWD, Freese and Nichols, the consulting engineer, and Archer Western, the successful contractor to discuss the successful implementation of this new pumping capacity.

Under the terms of the original agreement between the NTMWD and the Authority, either party may expand the facilities. The other party has a right to participate. We advised the NTMWD that the City of Sherman wanted us to participate to maintain the 20% capacity in the pump station and raw water line.

I would like to request that you place this matter on an upcoming agenda for the City of Sherman to advise how the City would like the Authority to pay for the 20% share. In addition to 20% of the construction contract, there will be some additional cost for engineering and other services. In my discussion with the NTMWD, they have indicated it is not necessary for us to contribute our 20% immediately. I previously notified you that pump delivery would be approximately 80-90 weeks, so it will be 2010 before the major portion of our share of the cost is due.

Please advise me when you would like to discuss this with the Council.

Sincerely,

Jerry W. Chapman
General Manager

JWC:cc

cc: Mark Gibson, City of Sherman



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.7

OTHER BUSINESS

Receive Parks and Recreation Update from Administrator Kevin Winkler

Issue

An informational update on the Sherman's Parks and Recreation Program and ongoing Capital Improvement Projects, to include Pecan Grove Park Phases I and II and Center Street Park, and a presentation of a recreational fee increase for "The Splash"

Background

With respect to the proposed recreational fee increase for "The Splash", on November 5, 2008, the attached fee structure was presented and discussed by the Sherman Parks and Recreation Advisory Board at which time a motion was made to present it to the Sherman City Council with the Sherman Parks and Recreation Advisory Board's recommendation of support.

Origination

Sherman Parks and Recreation Advisory Board

Council Action Requested

The City Council is being asked to approve the proposed recreational fees for the "The Splash".

Alternatives

The City Council could choose to not approve the fee increases and leave the fees as current and/or adjust the fees as desired.

Attachments

2009 Fee Proposal for "The Splash"

Minutes of Parks & Recreation Advisory Board Meeting of November 5, 2008

Prepared by:
Kevin Winkler, Parks & Recreation Administrator

Approved by:
George Olson, City Manager

2009 FEE PROPOSAL FOR "THE SPLASH"

	CURRENT FEE	PROPOSED FEE
PRIVATE POOL RENTALS	Resident \$200.00 / Non Resident \$300.00	Resident \$400.00/Non-Res. \$600.00
PARTY CABANA RENTALS	Resident \$20.00 / Non Resident \$30.00	Resident \$40.00/Non-Res. \$60.00
DAILY POOL PASS	Adult \$4.00 / Kids 15 & Under \$3.00 1 kid under 6 free with a paying adult	Adult \$5.00 / Kids 15 & Under \$4.00 No free kids with paying adult
SEASON POOL PASS	Ind. Res. \$50.00/Ind. Non-Res. \$75.00 Family(2) Res. \$75.00/\$100. Non-Res. Additional Season Passes \$10.00	Ind. Res. \$75.00/Non-Res. \$100.00 Family(2) Res. \$110.00/Non-Res. \$140.00 Additional Season Passes \$25.00
PUNCH CARDS	10 Punches for \$20.00	10 Punches \$30.00 Res./\$40.00 Non-Res.
GROUP YOUTH AGENCY	\$2.00 per kid (10 or more kids w/ 48 hr. notice)	\$3.00 per kid (10 or more kids w/ 48 hr. notice)
SWIM LESSONS	\$20.00 Per Session (8 classes 45 min each class)	\$30.00 Per Session/\$35.00 session Non-Res. (8 classes 45 min each class)
ADULT SWIM LESSONS	\$20.00 Per Session (8 classes 45 min each class)	\$30.00 Per Session/\$35 session Non-Res. (8 classes 45 min each class)
GUARD START	\$40.00 Per Session (8 classes 2 hrs each class)	\$60.00 Per Session Res./\$75.00 Non-Res. (8 classes 2hrs each class)

**MINUTES OF THE CITY OF SHERMAN PARKS AND RECREATION ADVISORY BOARD
MEETING HELD WEDNESDAY, NOVEMBER 5, 2008 AT 5:15PM AT THE
SHERMAN YOUTH CENTER, 407 W. WASHINGTON**

MEMBERS PRESENT: Chairman Nancy Kirkpatrick, Member JoAnn Osburn, Member Chris Oestreich, Member Casey Peacock, Member Margie Morris and Member Shane Best.

STAFF PRESENT: Kevin Winkler, Parks and Recreation Administrator
Theresa Hutchinson, Recreation Coordinator
Al Penn-White, Recreation Coordinator
Jason Deets, Recreation Specialist
Kim Hobbs, Secretary

GUESTS: Lauren Smith, SOSU Intern

MEMBERS ABSENT: Vice-Chairman Jennifer Thompson

CALL TO ORDER

Chairman Kirkpatrick called the meeting to order at 5:19pm with a quorum present.

APPROVE MINUTES

Chairman Kirkpatrick asked if there were any corrections, additions, or deletions to the minutes of October 1, 2008. There were no corrections.

ACTION TAKEN

Motion by Member Osburn to approve minutes as written; second by Member Oestreich. All voted aye.

REPORT OF CIP PROJECTS '07-'08

- Pecan Grove Park Phase I- Mr. Winkler reported that the preconstruction meeting was held since the previous Board meeting. Ground has been broken on Phase I of the project. The project continues to progress.
- Center Street Complex- Mr. Winkler reported that the bids were opened two weeks ago. The bids were very close, but Piazza Construction submitted the lowest bid at \$1.54 million. The request to accept the bid will be on the next City Council meeting agenda. Construction should begin approximately one month after the City Council meeting. The project should take 180 days with the project being completed in May.

DISCUSSION OF CIP PROJECTS '08-'09

Mr. Winkler reported that as soon as soccer season is over, replacement of the bleachers will begin.

DISCUSSION ON FACILITY USAGE FEES

Mr. Winkler distributed a list of current and proposed fees for The Splash. There was considerable discussion regarding the private rental fees, party cabana rentals, daily admission fees, punch card fees, group rates, season pass fees, and swimming lesson fees. The Board discussed adding a two-week registration period for Sherman residents only for Learn to Swim, private rentals, and party cabana rentals.

ACTION TAKEN

Motion by Member Best to recommend to the City Council to implement a two-week registration period for Sherman residents only for Learn to Swim, private rentals, and party cabana rentals, and approve the following swimming pool related fees:

Private Rental	\$400 resident/\$600 non-resident
Party Cabana	\$40 resident/\$60 non-resident
Daily Admission	\$5 adults/\$4 kids 15 & under
Punch Cards	\$30 resident/\$40 non-resident
Group Rates	\$3 per child
Individual Season Pass	\$75 resident/\$100 non-resident
Family Season Pass (2)	\$110 resident/\$140 non-resident
Additional Family Members	\$25
Swimming Lessons	\$30 resident/\$35 non-resident
Adult Swimming Lessons	\$30 resident/\$35 non-resident
Guard Start	\$60

Second by Member Osburn. All voted aye.

REPORT ON PARKS AND RECREATION ACTIVITIES

Mrs. Hutchinson reported that the Halloween Carnival was a great success with approximately 450 people attending. She also announced that several holiday craft classes have been scheduled for children, adults, and families. Card Making class is scheduled for November 17. The next Activity Guide will be distributed on Friday.

OTHER

Mr. Winkler reminded the Board that if anyone has a specific item to add to the agenda to please contact him. Another set of parks and recreation fees will be discussed at the next meeting.

Member Oestreich requested a tour of the ongoing projects for the Board. The Board should be more proactive so that it can make good decisions. Mr. Olson discussed that he is glad that the Board wants to be involved.

Member Best reminded the Board members to keep Disc Golf on their minds. He would like to see the chain link fencing that is currently located at Center Street to be relocated.

Mr. Winkler discussed that overall park rules will be brought to the board for approval in the near future.

Chairman Kirkpatrick requested a list of 10 comparable cities to compare with Sherman.

Parks and Recreation Advisory Board Meeting
November 5, 2008
Page 3

Member Peacock asked if the bid can be negotiated. There is very little room for negotiation by state law.

Chairman Kirkpatrick asked when the pool fees will be presented to the City Council. She suggested that Board attend the City Council meeting to show support.

SCHEDULE NEXT MEETING DATE

The next regular meeting of the Parks and Recreation Advisory Board was set for Wednesday, December 3, 2008 at 5:15pm.

ADJOURNMENT

Motion by Member Best to adjourn the meeting; second by Member Peacock. All voted aye. The meeting was adjourned at 6:05pm.

SIGNATURES

Nancy Kirkpatrick,
Advisory Board Chairman

Kevin Winkler,
Parks and Recreation Administrator

Date

Date



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.8

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Period ending December 31, 2008

Issue

To approve the Investment Report for the quarterly period ending December 31, 2008

Background

This report is being presented in accordance with the state law that requires at least quarterly presentation to the Council. The report was given to the Investment Committee prior to submittal to the Council.

As of December 31, 2008, the Operating Portfolio had a book value of about \$21.5 million, down about \$4.1 million from three months ago, which is lower than normal for this period because of some delays in property tax and franchise tax collections. Further, the City was in compliance with all applicable state laws. However, due to the lower than projected investment balances described above, one provision of the City's internal Investment Policy was not met – the percent of the portfolio invested in pooled investments. As of the date of the report, staff had made adjustments to the portfolio to bring the portfolio into compliance. The Operating Portfolio remains adequately liquid, with a weighted-average maturity of about 41 days; and its yield of 2.14% for the quarter is higher than the benchmark yield of .25%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

With respect to 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 remains adequately liquid, with all of the funds available within one day. Its yield of 1.58% for the quarter is higher than the benchmark yield of .25%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

Origination

Finance

Financial Consideration

None

Staff Recommendation

It is recommended that the Council accept the report as presented.

Alternatives

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee

Investment report and related schedules

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

memorandum

DATE: Wednesday, January 28, 2008
TO: The Investment Committee
Council Members Willie Steele and Robert G. Softly
City Manager George Olson
FROM: Robby Hefton, Assistant City Manager/CFO 
SUBJECT: Investment Report for Quarter ended December 31, 2008

Enclosed is a copy of the quarterly investment report for the quarter ended December 31, 2008. This report reflects that, as of that date, the City was in compliance with all applicable state laws. However, one provision of the City's Investment Policy was not met as of December 31, 2008. The portfolio cap that limits the amount of investible balances to 50% of the portfolio for investment pool balances was over by about 7%. This occurred because the total portfolio balance at December 31, 2008 was about \$3 million less than expected due to delays in property tax and franchise tax collections during the period. Those collections have substantially caught up as of the date of this memo. Further, in order to bring the portfolio back into compliance with the established guidelines, funds were withdrawn from the pools and reinvested in other securities, such that as of the date of this memo, the City was in compliance with all Investment Policy provisions.

The total portfolio balance of about \$21.5 million had a weighted-average maturity of about 41 days, down from last quarter due to the investment maturities occurring during the period. The portfolio yield of 2.14% was higher than our benchmark 180-day T-Bill yield, which was .25%.

As of December 31, 2008, all of the CO Debt Proceeds were invested in TexStar, a pooled investment yielding 1.58%, higher than the benchmark 180-day T-Bill rate of .25%.

This investment report will be on the February 2, 2009 City Council Agenda for their review. Please call me if you have any questions about this item.

RH:pc

attachment (as stated above)



CITY OF SHERMAN, TX
Investment Report Summary
December 31, 2008

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law. At December 31, 2008, investment book value was about \$21.5 million and had decreased by approximately \$4.1 million from three months prior. Although decreases in investment balances are customary during this quarter each year due to seasonably low property tax and water and sewer revenues, this level of decrease is unusually large. The cause of this unusual decrease in investment balances related to timing differences in the collection of property taxes and franchise taxes, both of which were delayed during the period. Because of these slow collections, the portfolio balance was about \$3 million less than otherwise expected.

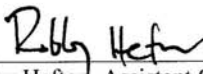
The City's investment portfolio includes interest-bearing demand deposits, bank time deposits, investment pools that strive to maintain a 100% net asset value, U.S. Treasury securities, and U.S. Agency securities.

The City was in compliance with all provisions of the Public Funds Investment Act as of December 31, 2008. However, the percentage of the portfolio invested in pools was slightly over the policy cap set by the City's investment policy as of December 31, 2008. Accordingly, subsequent to quarter-end, a portion of the pool was liquidated and invested in U.S. securities to bring the percentage back below the cap. The weighted-average maturity of the portfolio was about 41 days at December 31, 2008 compared to about 70 days at September 30, 2008. The decrease in weighted-average maturity occurred because of investment maturities during the period.

The market value of the portfolio was 100.20% of book value as of December 31, 2008. The portfolio yield of 2.14% at December 31, 2008 was much higher than the benchmark yield on the 180-day T-Bill, which was 0.25%.

Two securities matured during the quarter with a par value totaling \$2,000,000. Accrued interest of about \$28,000 was added to time deposit principal. All other transactions were routine.

The following schedules are also a part of this investment report.



Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer



Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
Detailed Investment Report
As of December 31, 2008

Investment	Par	VALUES - September 30, 2008		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - December 31, 2008	
		Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change In Market Price	Book	Market
DEMAND DEPOSITS									
Depository Bank-Chase		\$ 2,219,629	\$ 2,219,629	\$ (2,219,629)	\$ -	\$ (2,219,629)	\$ -	\$ -	\$ -
Depository Bank-Landmark		17,942	17,942	73,951	-	73,951	-	91,893	91,893
		2,237,571	2,237,571	(2,145,678)	-	(2,145,678)	-	91,893	91,893
BANK TIME DEPOSITS									
Certificate of Deposit 2.97% 4/29/09-Landmark		2,518,461	2,518,461	19,008	-	19,008	-	2,537,469	2,537,469
Certificate of Deposit 2.47% 1/29/09-Landmark		1,509,212	1,509,212	9,473	-	9,473	-	1,518,685	1,518,685
		4,027,673	4,027,673	28,481	-	28,481	-	4,056,154	4,056,154
INVESTMENT POOLS									
Tex-Pool		6,001,849	5,999,088	-	26,676	-	35,586	6,028,525	6,034,674
TexStar		6,324,084	6,319,417	-	25,151	-	36,644	6,349,235	6,356,060
		12,325,933	12,318,505	-	51,827	-	72,230	12,377,760	12,390,735
SECURITY INVESTMENTS									
Treasury Note 4.875% 10/31/08	1,000,000	1,000,761	1,003,280	(1,000,000)	(761)	(1,000,000)	(3,280)	-	-
FNMA 3.875% 11/17/08	1,000,000	999,204	1,000,630	(1,000,000)	796	(1,000,000)	(630)	-	-
FHLMC 3.875% 1/12/09	1,000,000	998,560	1,001,560	-	1,077	-	(620)	999,637	1,000,940
FHLB 2.35% 1/28/09	1,000,000	1,000,315	997,500	-	(244)	-	4,060	1,000,071	1,001,560
FHLB 2.3% 4/15/2009	1,000,000	999,764	995,000	-	111	-	10,630	999,875	1,005,630
Treasury Note 4.875% 6/30/09	1,000,000	1,020,531	1,022,580	-	(6,919)	-	190	1,013,612	1,022,770
FNMA 5.125% 7/13/09	1,000,000	1,016,775	1,014,380	-	(5,396)	-	10,000	1,011,379	1,024,380
		7,035,910	7,034,930	(2,000,000)	(11,336)	(2,000,000)	20,350	5,024,574	5,055,280
		\$25,627,087	\$25,618,679	(\$4,117,197)	\$40,491	(\$4,117,197)	\$92,580	\$21,550,381	\$21,594,062

CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of December 31, 2008

LIMITS ON TYPES OF SECURITIES	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	% Variance Policy Limits
Demand Deposits	100%	100%	0.43%	99.57%
Bank Time Deposits	25%	30%	18.82%	11.18%
U. S. Treasury Securities	80%	85%	4.70%	80.30%
U. S. Agency Securities	45%	50%	18.61%	31.39%
Investment Pools	45%	50%	57.44%	-7.44%

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Available within 1 month	25%	74.19%	49.19%
Available within 3 months	33%	74.19%	41.19%
Available within 6 months	45%	95.31%	50.31%
Available within 1 year	60%	100.00%	40.00%
Available within 2 years	70%	100.00%	30.00%
Available within 3 years	80%	100.00%	20.00%
Available within 4 years	90%	100.00%	10.00%
Available within 5 years	100%	100.00%	0.00%

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	40.98	459.02

CITY OF SHERMAN, TX
Calculation of Weighted Average Maturity and Yield
As of December 31, 2008

	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits					
Depository Bank - Landmark	<u>91,893</u>	<u>91,893</u>	0	0.33%	<u>0.43%</u>
	91,893	91,893			0.43%
Bank Time Deposits					
Certificate of Deposit 2.97% 4/29/09	2,537,469	2,537,469	119	3.00%	11.77%
Certificate of Deposit 2.47% 1/29/09	<u>1,518,685</u>	<u>1,518,685</u>	29	2.49%	<u>7.05%</u>
	4,056,154	4,056,154			18.82%
Investment Pools					
Tex-Pool	6,034,674	6,028,525	1	1.76%	27.97%
TexStar	<u>6,356,060</u>	<u>6,349,235</u>	1	1.58%	<u>29.46%</u>
	12,390,735	12,377,760			57.44%
Federal Securities and Notes					
FHLMC 3.875% 1/12/09	1,000,940	999,637	12	4.32%	4.64%
FHLB 2.35% 1/28/09	1,001,560	1,000,071	28	2.25%	4.64%
FHLB 2.3% 4/15/2009	1,005,630	999,875	105	2.34%	4.64%
Treasury Note 4.875% 6/30/09	1,022,770	1,013,612	181	2.09%	4.70%
FNMA 5.125% 7/13/09	<u>1,024,380</u>	<u>1,011,379</u>	194	2.94%	<u>4.69%</u>
	5,055,280	5,024,574			23.32%
TOTAL	<u>\$21,594,062</u>	<u>\$21,550,381</u>			<u>100.00%</u>
Weighted Average Maturity					
Weighted Average Days to Maturity				40.98	
Weighted Average Days to Maturity-Operating (ex.depository bank-checking)				41.15	
Weighted Average Yield					
Weighted Average Yield				2.14%	
Weighted Average Yield - Operating (excluding depository bank-checking)				2.14%	
Yield to Maturity of 180 day T-Bill at December 31, 2008				0.25%	

CITY OF SHERMAN, TX
Market Value Analysis
As of December 31, 2008

CHANGES IN MARKET VALUE:

BEGINNING VALUE - September 30, 2008			\$25,618,679
<u>INVESTMENT ACTIVITY:</u>			
Purchases		28,481	
Maturities		(2,000,000)	
Net Changes in Market Price		<u>20,350</u>	
			(1,951,169)
Bank and Pooled Investment Deposits/(Withdrawals) - Net			<u>(2,073,448)</u>
ENDING VALUE - December 31, 2008			<u><u>\$21,594,062</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - September 30, 2008</u>			
	Market Value		\$25,618,679
	Book Value		\$25,627,087
	Ratio of Market Value to Book Value		99.97%
 <u>ENDING VALUE - December 31, 2008</u>			
	Market Value		\$21,594,062
	Book Value		\$21,550,381
	Ratio of Market Value to Book Value		100.20%

CITY OF SHERMAN, TX
Quarter to Date Investment Transaction Report
As of December 31, 2008

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
10/29/2008	CD Interest	\$19,008	\$19,008	2.49%	01/29/2009
10/29/2008	CD Interest	<u>9,473</u>	<u>9,473</u>	3.00%	04/29/2009
		\$28,481	\$28,481		

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>
10/31/2008	Treasury Note 4.875%	\$1,000,000	3.95%
11/17/2008	FNMA 3.875%	<u>1,000,000</u>	4.37%

Total Maturities \$2,000,000

CITY OF SHERMAN, TX
CO Debt Proceeds
Investment Report Summary
December 31, 2008

This report complies with the requirements of the public funds investment law and covers the Certificate of Obligation Debt Proceeds of the City of Sherman that is subject to that law. At December 31, 2008, investment book value was about \$5.0 million and had increased by approximately \$20,000 from the previous quarter, consisting entirely of interest income. The City's investment portfolio includes an investment pool that strives to maintain a 100% net asset value. Subsequent to quarter-end, reimbursements were made out of these CO Debt Proceeds to the operating portfolio for bond project costs paid by operating funds. Thus, CO Debt Proceeds portfolio invested balances were reduced by the end of January, 2009.

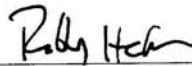
The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of December 31, 2008. The weighted-average maturity of the portfolio was 1 day at December 31, 2008.

The market value of the portfolio was 100.11% of book value as of December 31, 2008.

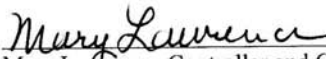
The portfolio yield of 1.58% at December 31, 2008 was higher than the benchmark yield on the 180-day T-Bill, which was 0.25%.

All other transactions were routine.

The following schedules are also a part of this investment report.



Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer



Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
CO Debt Proceeds
Detailed Investment Report - Debt Proceeds
As of December 31, 2008

Investment	VALUES - September 30, 2008		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - December 31, 2008	
	Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change In Market Price	Book	Market
TEX-STAR	\$ 5,008,832	\$ 5,005,135	\$ -	\$ 19,920	\$ -	\$ 29,022	\$ 5,028,752	\$ 5,034,158

CITY OF SHERMAN, TX
CO Debt Proceeds
Comparison of Portfolio to Policy Limits
As of December 31, 2008

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Cash Demands within 1 month	10%	100.00%	90.00%
Cash Demands within 3 months	14%	100.00%	85.96%
Cash Demands within 6 months	40%	100.00%	59.70%
Cash Demands within 1 year	77%	100.00%	23.34%
Cash Demands within 2 years	100%	100.00%	0.00%

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	1.00	499.00

CITY OF SHERMAN, TX
CO Debt Proceeds
Calculation of Weighted Average Maturity and Yield
As of December 31, 2008

Investment Pool					
	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Tex-Star	\$ 5,034,158	\$ 5,028,752	1	1.58%	100.00%

Weighted Average Maturity	
Weighted Average Days to Maturity	1
Weighted Average Yield	
Weighted Average Yield	1.58%
Yield to Maturity of 180 day T-Bill at September 30, 2008	0.25%

CITY OF SHERMAN, TX
CO Debt Proceeds
Market Value Analysis
As of December 31, 2008

CHANGES IN MARKET VALUE:

BEGINNING VALUE - September 30, 2008	\$5,005,135
<u>INVESTMENT ACTIVITY:</u>	
Purchases	-
Maturities	-
Net Changes in Market Price	-
Pooled Investment Deposits/(Withdrawals) - Net	<u>29,022</u>
ENDING VALUE - December 31, 2008	<u><u>\$5,034,158</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - September 30, 2008</u>		
Market Value	\$5,005,135	
Book Value	\$5,008,832	
Ratio of Market Value to Book Value		99.93%
 <u>ENDING VALUE - December 31, 2008</u>		
Market Value	\$5,034,158	
Book Value	\$5,028,752	
Ratio of Market Value to Book Value		100.11%

CITY OF SHERMAN, TX
CO Debt Proceeds
Quarter To Date Investment Transaction Report
As of December 31, 2008

PURCHASES

There were no purchases during the period.

MATURITIES

There were no maturities during the period.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.9

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.10

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

Subject: Agenda Item No. D.11

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

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:

- (a) Consider the Qualifications, Appointment,
Employment and Duties of a Public Officer or
Employee:**
 - (i) City Attorney**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-2-2009

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: 2-2-2009

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: 2-2-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		6	7	8	9	10
4	5					
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
		3	4	5	6	7
1	2					
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
		3	4	5	6	7
1	2					
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
		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
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
04/26/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
02/16/09 - Washington's Birthday / Regular Council Meeting
02/25/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
09/07/09 - Labor Day / Called Council Meeting on 09/08/09