

**CITY OF SHERMAN
CITY COUNCIL CALLED MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
TUESDAY, JANUARY 22, 2019
4:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DARON HOLLAND**
- A. 3. INVOCATION BY COUNCIL MEMBER DARON HOLLAND**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 7, 2019**

Consent Agenda

B. 1. 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. 6452**
Awarding a Bid to and Authorizing Execution of Contracts with Southwest International Trucks and with Dutec, Inc. for a New Service Truck for the Equipment Services Department
- C. 2. * RESOLUTION NO. 6453**
Authorizing the Purchase of a New 2019 John Deere 310SL Backhoe for the Stormwater Department from RDO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- C. 3. * RESOLUTION NO. 6454**
Authorizing the Purchase of a New Caterpillar CB7 Split Drum Roller for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)

Requests to Advertise

- D. 1. * REQUEST TO ADVERTISE**
Lease-Purchase Financing of Various Pieces of Capital Equipment
- D. 2. * REQUEST TO ADVERTISE**
Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System
- D. 3. * REQUEST TO ADVERTISE**
Repair or Replacement of Lake Texoma Pump Station Pump #3

Other Business

E. 1. OTHER BUSINESS

Receive Update from Community and Support Services Manager Nate Strauch regarding Ongoing Projects in the City

E. 2. OTHER BUSINESS

Receive Update from Community & Support Services Manager Nate Strauch on the City's Quality Neighborhoods Program

E. 3. OTHER BUSINESS

Receive Financial Update Presentation

E. 4. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended December 31, 2018

E. 5. OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for a Training Workshop to be Conducted by E. Allen Taylor, Jr., Founding Partner of Taylor, Olson, Adkins, Sralla and Elam, LLP on Wednesday, February 27, 2019

E. 6. * OTHER BUSINESS

Consider Request of Sherman Main Street, Texoma Society of CELTS, and the Old Iron Post to Temporarily Close Certain Streets for the St. Patrick's Day Parade on Saturday, March 16, 2019

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

(a) Keep Sherman Beautiful Commission (5)

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Section 551.071

Consultation with City Attorney concerning Pending or Contemplated Litigation

Section 551.071 Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter

Section 551.087 Deliberation Regarding Economic Development Negotiations:
(a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect:

The Council reconvenes into General Session

K. 1. OPEN MEETING
Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Called Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on January 17, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of January, 2019.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Willie Steele, Council-At-Large, PL #1
Sandra Melton, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

A.4.

Meeting Date: 01/22/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 7, 2019

Attachments

January 7, 2019

STATE OF TEXAS §
 January 7, 2019
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 7, 2019.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN.
 COUNCIL MEMBERS HOWETH, MELTON, STEELE, STEVENSON.

MEMBERS ABSENT: COUNCIL MEMBER HOLLAND.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 17, 2018. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Melton. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PUBLIC HEARING

PROPOSED AGREEMENT WITH TYSON FRESH MEATS, INCORPORATED, A DELAWARE CORPORATION, FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9), CITY OF SHERMAN, TEXAS

Mary Lawrence, Director of Finance, said this item is for the Public Hearing, prior to consideration of the Resolution granting Tyson a Tax Abatement, for a project that will add about \$19 million to the Tax Rolls.

**INDUSTRIAL TAX
ABATEMENT
TYSON FRESH MEATS**

The abatement is for six years at 50% each year. The City and taxpayer benefit will be about \$214,000, over the abatement period.

No citizens appeared before the City Council to discuss the proposed agreement with Tyson Fresh Meats, for the abatement of Ad Valorem Property Taxes.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6173 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 800 BLOCK OF SOUTH MONTGOMERY STREET (801 AND 805 SOUTH MONTGOMERY STREET), BEING LOTS 1 AND 2, BLOCK 1, YOUNG'S ADDITION (ROBERTO MERAZ, OWNER; JESSICA

**ORD 6173
ZONE CHANGE
(801 & 805 S.
MONTGOMERY)**

PANIAGUA, REPRESENTATIVE; AND FINCHER LAND SURVEYING, PLLC, SURVEYOR); PROVIDING FOR A REPEALER.

Scott Shadden, Director of Development Services, said this zone change is from Commercial to Residential for single-family development of two lots.

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

No citizens appeared before the City Council to discuss Ordinance No. 6173.

Mayor Plyler introduced Ordinance No. 6174 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 5005 NORTH TRAVIS STREET, BEING 3.804 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42 (YOUNG ENTERPRISES, LP, OWNERS; DANIEL WORRELL, REPRESENTATIVE; AND DAVID BACA STUDIO, ARCHITECT); PROVIDING FOR A REPEALER.

ORD 6174
ZONE CHANGE
(5005 N. TRAVIS)

Mr. Shadden said this zone change goes to Multi-Family Residential, and the conceptual Site Plan shows three-stories and 63 plus units. They will be required to submit a formal Site Plan to the Planning and Zoning Commission, prior to construction on the lot.

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

No citizens appeared before the City Council to discuss Ordinance No. 6174.

Mayor Plyler introduced Ordinance No. 6175 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHILDREN'S COMMERCIAL AMUSEMENT CENTER IN A C-2 (GENERAL COMMERCIAL DISTRICT AT 2001 LOY LAKE ROAD, SUITE P, BEING 2.977 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (ABERFELDY PROPERTIES, INC., OWNERS; AND XIAOXIANG LIU, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6175
SUP FOR CHILDREN'S
COMMERCIAL
AMUSEMENT CENTER
(2001 LOY LAKE RD)

Mr. Shadden said the Specific Use Permit was for a Children's Commercial Amusement Center, located in the shopping center at 2001 Loy Lake Road.

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

Peter Tracy, 705 S. Valentine

Mr. Tracy said one question raised at the Planning and Zoning Commission Meeting was what type of State regulations would be required on this type of facility. He understood that these types of facilities are regulated by the State Insurance Board.

He asked what type of liability insurance would be required to cover amusement rides or whatever they have in the facility to insure protection of the participants.

Brandon Shelby, City Attorney, said the City doesn't have any additional insurance requirements beyond what is required by the State. Since they aren't providing day care services, he said he was not sure what type of State regulations would be required.

He said anyone operating a business and inviting children in to use equipment, would be wise to have liability insurance. He added that it was up to the property owner or manager to make that decision.

No other citizens appeared before the City Council to discuss Ordinance No. 6175.

Mayor Plyler introduced Ordinance No. 6176 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A WEDDING AND PARTY EVENT VENUE WITH LIVING QUARTERS IN A C-O (OFFICE) DISTRICT/ HERITAGE ROW HISTORICAL DISTRICT AT 402 SOUTH CROCKETT STREET, BEING PART OF LOT 1, BLOCK 1, DICKERMAN'S 1ST ADDITION (WORMINGTON ESTATES, LLC, OWNERS; JEREMY FRIESEN, REPRESENTATIVE; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6176
SUP FOR WEDDING
& PARTY EVENT
VENUE
(402 S. CROCKETT)

Mr. Shadden said this Specific Use Permit is located in the old Jarvis Law Firm at 402 South Crockett Street, in the Heritage Row Historical District. They will also be required to go before the Historical Board for a Certificate of Appropriateness.

They have a parking agreement with the church across the street and they will be required to maintain this agreement in force.

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

COUNCIL MINUTES – JANUARY 7, 2019

No citizens appeared before the City Council to discuss Ordinance No. 6176.

Mayor Plyler introduced Ordinance No. 6177 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR INCLUDING MECHANICAL REPAIRS, ENGINE REPAIR, BRAKES, STEERING/SUSPENSION, ALIGNMENTS, TRANSMISSIONS, ETC. IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 1305 NORTH SAM RAYBURN FREEWAY, BEING 0.40 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (JUSTBLW3, LLC AND JUST CLOUDS, LLC, OWNERS; SHU YANG, APPLICANT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00

**ORD 6177
SUP FOR AUTO
REPAIR
(1305 N. SAM
RAYBURN)**

Mr. Shadden said the Specific Use Permit is for the former AAMCO shop at 1305 North Sam Rayburn Freeway. One of the conditions is that they have no outside storage or display of automobile parts or tires. All repairs must be inside the facility.

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

Two representatives were in attendance at the meeting to answer questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6177.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6173

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**ORD 6173
ZONE CHANGE
(801 & 805 S.
MONTGOMERY)**

Ordinance 6174

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE

**ORD 6174
ZONE CHANGE
(5005 N. TRAVIS)**

R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 5005 NORTH TRAVIS STREET, BEING 3.804 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42 (YOUNG ENTERPRISES, LP, OWNERS; DANIEL WORRELL, REPRESENTATIVE; AND DAVID BACA STUDIO, ARCHITECT); PROVIDING FOR A REPEALER.

Ordinance 6175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHILDREN'S COMMERCIAL AMUSEMENT CENTER IN A C-2 (GENERAL COMMERCIAL DISTRICT AT 2001 LOY LAKE ROAD, SUITE P, BEING 2.977 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (ABERFELDY PROPERTIES, INC., OWNERS; AND XIAOXIANG LIU, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6175

SUP FOR CHILDREN'S
COMMERCIAL
AMUSEMENT CENTER
(2001 LOY LAKE RD)

Ordinance 6176

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A WEDDING AND PARTY EVENT VENUE WITH LIVING QUARTERS IN A C-O (OFFICE) DISTRICT/ HERITAGE ROW HISTORICAL DISTRICT AT 402 SOUTH CROCKETT STREET, BEING PART OF LOT 1, BLOCK 1, DICKERMAN'S 1ST ADDITION (WORMINGTON ESTATES, LLC, OWNERS; JEREMY FRIESEN, REPRESENTATIVE; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6176

SUP FOR WEDDING
& PARTY EVENT
VENUE
(402 S. CROCKETT)

Ordinance 6177

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR INCLUDING MECHANICAL REPAIRS, ENGINE REPAIR, BRAKES, STEERING/SUSPENSION, ALIGNMENTS, TRANSMISSIONS, ETC. IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 1305 NORTH SAM RAYBURN FREEWAY, BEING 0.40 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (JUSTBLW3, LLC AND JUST CLOUDS, LLC, OWNERS; SHU YANG, APPLICANT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00

ORD 6177

SUP FOR AUTO
REPAIR
(1305 N. SAM
RAYBURN)

COUNCIL MINUTES – JANUARY 7, 2019

Council Member Steele verified that there is no way the facility could be screened from the back, and that no outdoor storage would be allowed. He said nothing would be allowed outside.

Mr. Shadden said they agreed at the Planning and Zoning Commission Meeting, not to sell tires or provide body work.

Council Member Steele said the location was included in the Sam Rayburn Freeway Overlay District and he asked about the Commercial Tree Ordinance. Mr. Shadden said they did not have enough parking spaces to require the tree ordinance.

He also verified that they would have to follow all restrictions for the Specific Use Permit and the Overlay District. If the owners store anything outside the building, the Specific Use Permit will be revoked. Mr. Shadden said the staff will need to monitor this situation.

Deputy Mayor Teamann verified that tires or vehicle parts can't be located outside the building. Also dismantled vehicles or vehicles that are being worked on, cannot be outside the building.

Council Member Steele asked the two representatives if they were aware of the requirement that nothing could be stored outside the facility.

Council Member Howeth said she was glad the building was going to be used, but it was looking run-down. She asked if they were going to "freshen it up." One of the representatives said they plan to paint the building and provide some landscaping to make it look professional.

Council Member Steele asked if the building, as it is now, meets the requirements of the Overlay District. Mr. Shadden said it was an existing building and may not meet the requirements of the Overlay District 100%. He said if the business that has the Specific Use Permit stops for 60 days, the permit "is gone" and they would have to start over.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6173, 6174, 6175, 6176, and 6177, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Howeth, Melton, Stevenson, Teamann.

VOTING NAY: Steele (on Ordinance 6177).

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6449 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TYSON FRESH MEATS, INCORPORATED, A DELAWARE CORPORATION, FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9), CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TYSON FRESH MEATS, INCORPORATED, A DELAWARE CORPORATION, FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9), CITY OF SHERMAN, TEXAS.

RES 6449
AD VALOREM
PROPERTY TAX
ABATEMENT
TYSON FRESH MEATS

Ms. Lawrence said this was the agreement that was presented for Public Hearing earlier.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6449, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6450 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH AMERICAN SUNCRAFT COMPANY, INC. FOR THE REPAIR AND REPAINTING OF THE FAIRVIEW ELEVATED STORAGE TANK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH AMERICAN SUNCRAFT COMPANY, INC. FOR THE REPAIR AND REPAINTING OF THE FAIRVIEW ELEVATED STORAGE TANK.

CONSENT AGENDA.

RES 6450
FAIRVIEW ELEVATED
STORAGE TANK

RESOLUTION NO. 6451 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR THE SHEPHERD DRIVE WOODBINE #1 WELL REPAIRS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR THE SHEPHERD DRIVE WOODBINE #1 WELL REPAIRS.

CONSENT AGENDA.

RES 6451
WOODBINE #1
WELL REPAIRS

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD CHAIRMAN BRAD DOUGLASS

Brad Douglass, Chairman of the Sherman Economic Development Corporation, presented their Quarterly Progress

SEDCO QUARTERLY
PROGRESS REPORT

COUNCIL MINUTES – JANUARY 7, 2019

Report. He introduced board members and staff that were in attendance.

He introduced Kent Sharp, newly hired SEDCO President, who was in attendance for his first day on the job. Mr. Sharp thanked the City Council, adding that he previously served in Gainesville, and it “feels good” to now be in Sherman. He said he was excited to join the team and get started.

Mr. Douglass said the mission of SEDCO is to grow and diversify the economy of Sherman and the surrounding area, through the addition of new jobs and investment in primary employers. Sherman continues to grow because they have industrial land, clean air, and water.

During the last quarter, SEDCO approved two new performance agreements for a total capital investment of \$34.8 million, with 55 new jobs, and incentives of \$1.7 million. SEDCO also completed two performance agreements for a total capital investment of \$17.9 million, 40 new jobs, and incentives of \$909,000.

SEDCO made the first two incentive payments to Finisar for \$500,000, and expanded the industrial park when they closed on 57.3 acres, west of Progress Park VI. The property is now known as Progress Park VII.

They also approved payment of engineering and survey services to extend Progress Drive to Flanary Road and to improve Flanary Road to Progress Park Drive Extension. He also thanked the City Council for contributing to the engineering of Flanary Road.

Mr. Douglass thanked Janie Bates, SEDCO Board Member and Executive Director of Workforce Solutions Texoma, for submitting two Sherman businesses for the Texas Workforce Employer of the Year. Eaton was named “Large Employer of the Year”, and Presco was named “Small Employer of the Year” at the TWC Annual Awards Ceremony in Houston.

In response to concerns from existing employers about SEDCO’s recruiting new businesses and the competition for labor, Mr. Douglass said they are launching a new website at shermantxjobs.com. The website will target employees from cities outside Texas, that have a high cost of living and low quality of life.

He also thanked the search committee that brought Mr. Sharp to SEDCO. The committee consisted of Mr. Douglass, Steve Jones, Ms. Bates, Willie Steele, Eddie Young, and Terrence Steele. Mr. Sharp was the top choice of the committee.

On January 11, 2019, SEDCO will host “Practicing Economic Development,” a workshop for community leaders, presented by the Texas Economic Development Corporation’s CEO, Carlton Schwab.

COUNCIL MINUTES – JANUARY 7, 2019

On January 24, 2019, SEDCO will co-sponsor the Advanced Manufacturing Mid-Year Celebration. The event will celebrate the student's accomplishments from the Fall Semester, and will include a student mentor competition.

Council Members thanked Mr. Douglass for his presentation

REPLAT APPROVAL OF LOTS 1 AND 2, BLOCK 4, W.D. FITCH ADDITION, BEING LOTS 1 AND 2, BLOCK 4, W.D. FITCH ADDITION, CONTAINING 0.482 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963; CUPID PROPERTIES, LLC, OWNERS; AND HELVEY-WAGNER SURVEYING, SURVEYOR (1203 SOUTH FIRST STREET)

The City Council approved the Replat of Lots 1 and 2, Block 4, W.D. Fitch Addition, being Lots 1 and 2, Block 4, W.D. Fitch Addition, located at 1203 South First Street. The 0.482 acre tract is zoned an R-1 (One Family Residential) District, and the owners are requesting to replat the property into three, 50-foot lots for residential construction.

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

REPLAT APPROVAL OF LOT 1, RMT VISIONS ADDITION, BEING 20.102 ACRES IN THE JASON STAMPS SURVEY, ABSTRACT NO. 1115, ALSO BEING LOT 1, RMT ADDITION; NICOLAS AND CYNTHIA DIAZ, OWNERS; AND VILBIG & ASSOCIATES, PLLC, CIVIL ENGINEER/SURVEYOR (2700-2800 BLOCKS OF SOUTH FRIENDSHIP ROAD)

The City Council approved the Replat of Lot 1, RMT Visions Addition, located in the 2700 and 2800 blocks of South Friendship Road. The 20.102 acre tract is zoned an R-1 (One Family Residential) District, and the owners would like to replat the property into eight lots for residential development.

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

REPLAT APPROVAL OF THE PRESKO ADDITION, BEING A REPLAT OF PARTS OF THE COLLEGE PARK FIRST ADDITION, CHAFFIN'S ADDITION, TEXAS AND PACIFIC RAILWAY COMPANY'S ADDITION AND CHAFFIN'S FIRST ADDITION, BEING 24.447 ACRES IN THE C. CARTER SURVEY, ABSTRACT NO. 229, G.B. PILANT SURVEY, ABSTRACT NO. 963, AND THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND A PART OF THE COLLEGE PARK FIRST ADDITION, CHAFFIN'S ADDITION, PACIFIC RAILWAY COMPANY'S ADDITION AND CHAFFIN'S FIRST ADDITION; PRESKO, INC., OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (1201 EAST PECAN STREET)

The City Council approved the Replat of The Presko Addition, located at 1201 East Pecan Street. The 24.447 acre tract is zoned a C-2 (General Commercial) District, M-2 (Heavy

APPROVAL OF REPLAT
FITCH ADDITION
(1203 S. FIRST)

APPROVAL OF REPLAT
RMT VISIONS
ADDITION
(2700-2800 BLOCKS OF
S. FRIENDSHIP RD)

APPROVAL OF REPLAT
THE PRESKO
ADDITION
(1201 E. PECAN)

COUNCIL MINUTES – JANUARY 7, 2019

Manufacturing) District, and R-1 (One Family Residential) District, and the owners would like to replat the properties into two lots.

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

REPLAT APPROVAL OF FIRST UNITED BANK – SHERMAN, BEING A REPLAT OF PART OF BLOCK 1, INDEPENDENCE SQUARE, SECTION 1, BEING 5.348 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND PART OF BLOCK 1, INDEPENDENCE SQUARE SECTION 1; FIRST UNITED BANK AND TRUST COMPANY, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (401 EAST TAYLOR STREET)

The City Council approved the Replat of First United Bank – Sherman, being a Replat of part of Block 1, Independence Square, Section 1, located at 401 East Taylor Street. The 5.348 acre tract is zoned a C-1 (Retail Business) District and is also located in the O-1 (75 & 82) Overlay District. The owners would like to replat the property into one lot for commercial development.

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

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

LIBRARY BOARD (4)

ACTION TAKEN.

Motion by Council Member Stevenson to reappoint Nick Keating and John West to the Library Board for a term from January 8, 2019 to January 8, 2022, and Laurie Mealy for a term from January 19, 2019 to January 19, 2022, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

WELCOME TO SEDCO PRESIDENT KENT SHARP

Council Member Melton welcomed Mr. Sharp to the City of Sherman and to SEDCO.

THANKS TO SANITATION DEPARTMENT EMPLOYEE

Council Member Melton said there was an accident on U.S. Hwy 75 Friday, January 4, 2019, and she was told that a City Sanitation Department employee pulled over immediately to

APPROVAL OF REPLAT
FIRST UNITED BANK
(410 E. TAYLOR)

CITIZENS REQUESTS

MEDIA QUESTIONS

LIBRARY BOARD

WELCOME TO
SEDCO PRESIDENT
KENT SHARP

THANKS TO
SANITATION DEPT.
EMPLOYEE

help the citizen involved in the accident. She said this was above and beyond the call of duty, and it's always good to hear nice things about the employees.

HAPPY NEW YEAR

Council Member Melton said she was glad to be back in the new year and wished everyone a happy New Year.

HAPPY NEW YEAR

WELCOME TO SEDCO PRESIDENT KENT SHARP

Council Member Steele welcomed Mr. Sharp to the City of Sherman and to SEDCO and said he was excited for him to be here. He was excited for the future of SEDCO, going forward. He congratulated them on all the accomplishments they have had this year. He also recognized the staff for making it all happen, even though they didn't have a president.

WELCOME TO
SEDCO PRESIDENT
KENT SHARP

WELCOME TO SEDCO PRESIDENT KENT SHARP

Council Member Howeth welcomed Mr. Sharp to the City of Sherman and to SEDCO. She welcomed everyone back for the new year and said there are great things happening in Sherman.

WELCOME TO
SEDCO PRESIDENT
KENT SHARP

WELCOME TO SEDCO PRESIDENT KENT SHARP

Deputy Mayor Teamann welcomed Mr. Sharp to the team and to Sherman, and said he looked forward to working with him.

WELCOME TO
SEDCO PRESIDENT
KENT SHARP

HAPPY NEW YEAR

Deputy Mayor Teamann said he enjoyed the holidays, but it's nice to be back at work and working on behalf of the City.

HAPPY NEW YEAR

WELCOME TO SEDCO PRESIDENT KENT SHARP

Council Member Stevenson welcomed Mr. Sharp to Sherman and said he would do great things here.

WELCOME TO
SEDCO PRESIDENT
KENT SHARP

RECENT WATER MAIN BREAK

Council Member Stevenson thanked everyone that was involved in repair of the recent water main break. He said many people did a lot of work behind the scenes to get the water restored as quickly as it was. He commended everyone for their hard work.

RECENT WATER
MAIN BREAK

ANNOUNCEMENTS

Mayor Plyler announced the following:

- He thanked Mr. Sharp for attending the Council Meeting tonight and said he felt he would be extremely successful as SEDCO's next president. He said he was excited to have him in Sherman, and welcomed the fellow "Red Raider."
- The Friends of the Sherman Public Library will host a book sale on January 12, 2018, from 8:00 a.m. until 2:00 p.m. All books will be priced at \$1 or less.

ANNOUNCEMENTS

- The Annual Martin Luther King, Jr. Breakfast will be held January 21, 2019 at Austin College, at 7:15 a.m. He said it was a great event, and exemplifies the tremendous unity in the community.

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

EXECUTIVE SESSION

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

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.071 -- CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.087 -- DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:28 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:53 p.m. and reconvened in Open Meeting.

OPEN MEETING

OPEN MEETING

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

COUNCIL MINUTES – JANUARY 7, 2019

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:55 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

B.1.

Meeting Date: 01/22/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

- C. 1. * RESOLUTION NO. 6452**
Awarding a Bid to and Authorizing Execution of Contracts with Southwest International Trucks and with Dutec, Inc. for a New Service Truck for the Equipment Services Department
- C. 2. * RESOLUTION NO. 6453**
Authorizing the Purchase of a New 2019 John Deere 310SL Backhoe for the Stormwater Department from RDO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- C. 3. * RESOLUTION NO. 6454**
Authorizing the Purchase of a New Caterpillar CB7 Split Drum Roller for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 1. * REQUEST TO ADVERTISE**
Lease-Purchase Financing of Various Pieces of Capital Equipment
- D. 2. * REQUEST TO ADVERTISE**
Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System
- D. 3. * REQUEST TO ADVERTISE**
Repair or Replacement of Lake Texoma Pump Station Pump #3
- E. 4. * OTHER BUSINESS**
Approve Quarterly Investment Report for Quarter Ended December 31, 2018

E. 6. * *OTHER BUSINESS*

Consider Request of Sherman Main Street, Texoma Society of CELTS, and the Old Iron Post to Temporarily Close Certain Streets for the St. Patrick's Day Parade on Saturday, March 16, 2019



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

C.1.

Meeting Date: 01/22/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6452**

Awarding a Bid to and Authorizing Execution of Contracts with Southwest International Trucks and with Dutec, Inc. for a New Service Truck for the Equipment Services Department

Issue:

Awarding a bid and authorizing execution of contracts for a cab and chassis and crane body to comprise a new service truck for the Equipment Services Department

Background:

A request to advertise for public bids was approved by the City Council in its meeting on December 3, 2018. Local vendors were notified of this advertised bid. The Invitation to Bid was publicly advertised; and three vendors submitted bids on January 3, 2019. City staff recommends awarding to the lowest bidder for the truck cab and chassis, Southwest International Trucks of McKinney, Texas for \$49,995.00. Additionally, City staff recommends awarding to the lowest bidder for the crane body, Dutec, Inc. of Sherman, Texas for \$36,458.00.

Origination:

Equipment Services Department

Financial Consideration:

Funding is approved in the 2018-2019 fiscal year budget.

Staff Recommendation:

It is recommended awarding a bid to and executing contracts with Southwest International Trucks and Dutec, Inc. for the cab and chassis and crane body components of a new service truck for the Equipment Services Department.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6452

Contract with Southwest International Trucks

Contract with DUTEC, Inc.

Bid Tabulation

RESOLUTION NO. 6452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH SOUTHWEST INTERNATIONAL TRUCKS AND WITH DUTEC, INC. FOR A NEW SERVICE TRUCK FOR THE EQUIPMENT 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 Southwest International Trucks of McKinney, Texas, and Dutech, Inc. of Sherman, Texas, are hereby awarded the bid for contracts with the City of Sherman for a cab and chassis and a crane body to comprise a new service truck for the Equipment Services Department; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute contracts with Southwest International Trucks and with Dutech, Inc. for a new service truck, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2018-2019 budget.

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

PASSED AND APPROVED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

SOUTHWEST INTERNATIONAL TRUCKS INC.

Name

2105 N. CENTRAL EXPRESSWAY

Address

McKINNEY TX, 75070

City, State, Zip

972-629-3608

Telephone

CAVIN.LEWIS@SWIT-TX.COM

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

FOR 1-22-19 AWARD DATE CAB & CHASSIS
BID No. 2019-03

[CHECK ONE:]

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

Estimated Date of Delivery
OR

 This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: NOT APPLICABLE TO THIS BID

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. WARRANTY – PRICE:

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. WARRANTY-PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. SAFETY WARRANTY: Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the

goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.
16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or

renunciation is supported by consideration and is in writing signed by the aggrieved party.

- 20. INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 21. APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- 22. ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
- 23. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 24. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
- 25. ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

- 26. INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.
- 27. GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
- 28. SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
- 29. SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 14 day of JANUARY, 2019.

SELLER:

Calvin B. Lewis
(Signature)

Calvin B. Lewis SALESMAN
(Type/Print Name and Title/Position)

2105 N. CENTRAL EXPRESSWAY
(Address)

McKENNEY, TX 75070
(City, State, Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

Dutec, Inc

Name

1224 Bethany Road

Address

Sherman, Texas 75090

City, State, Zip

903-868-1917

Telephone

larry_dunn@dutecinc.com

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Crane Body

[CHECK ONE:]

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

Estimated Date of Delivery

OR

_____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: NOT APPLICABLE TO THIS BID

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. WARRANTY – PRICE:

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. WARRANTY-PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. SAFETY WARRANTY: Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the

goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

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

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

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or

renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.
27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 15th day of January, 2019.

SELLER:

Larry G Dunn
(Signature)

Larry G Dunn
(Type/Print Name and Title/Position)

1224 Bethany Road
(Address)

Sherman, Texas 75090
(City, State, Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

CITY OF SHERMAN
BID TABULATION
Requirements for Purchase of New Service Truck Cab/Chassis & Crane Body
BID OPENING Thursday, January 3, 2019; 2:00 PM

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

C.2.

Meeting Date: 01/22/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6453**

Authorizing the Purchase of a New 2019 John Deere 310SL Backhoe for the Stormwater Department from RDO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2019 John Deere 310SL Backhoe from the BuyBoard for use within the Stormwater Department

Background:

With the addition of the Stormwater Department, this backhoe will be used to facilitate the drainage issues across the City. This will be the first piece of equipment purchased by the City for use in the Stormwater Department.

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.

Staff looked locally and found the quotes to be higher so we have decided to go with the John Deere Backhoe from RDO Equipment Co. through the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2019 John Deere 310SL Backhoe will be purchased from RDO Equipment Co. for \$99,448.92 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Stormwater Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2019 John Deere 310SL Backhoe through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6453

RDO Equipment Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2019 JOHN DEERE 310SL BACKHOE FOR THE STORMWATER DEPARTMENT FROM RDO EQUIPMENT CO. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 RDO Equipment Co. through the Texas Local Government Purchasing Cooperative (BuyBoard), a new 2019 John Deere 310SL Backhoe at a total price of Ninety-Nine Thousand Four Hundred Forty-Eight Dollars and Ninety-Two Cents (\$99,448.92). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2018-2019 budget.

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

PASSED AND APPROVED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

**JOHN DEERE**

Investment Proposal (Quote)

RDO Equipment Co.
2902 N Central Expy
McKinney TX, 75071
Phone: (214) 856-4899 - Fax:

Proposal for:
CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX, 750911106
GRAYSON

Investment Proposal Date: 10/11/2018
Pricing Valid Until: 12/31/2018
Deal Number: 1005284
Customer Account#: 7260002
Sales Professional: Justen Phillips
Phone: (972) 438-4699
Fax: (972) 438-6789
Email: JPhillips@rdoequipment.com

Comments

BuyBoard Contract 515-16

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2019 JOHN DEERE 310SL Customer Discount BuyBoard Contract 515-16 Warranty -John Deere Power Train & Hyd.-36 Months, 3000 Hours,Deductible: 0	\$172,032.01 (\$79,831.62) \$0.00
1	TBD	0	Attachment - New 2018 TAG MANUFACTURING 310SJTHUMB	\$2,464.71
1	TBD	0	Attachment - New 2018 TAG MANUFACTURING 310SK24	\$877.76
1	TBD	0	Attachment - New 2018 TAG MANUFACTURING 310SK36	\$1,062.24
1	TBD	0	Attachment - New 2018 JOHN DEERE 60FORKS	\$2,843.82
Equipment Subtotal:				\$99,448.92

Purchase Order Totals

Balance: \$99,448.92
Tax Rate 3: (TXEG 0%) \$0.00
Sales Tax Total: \$0.00
Sub Total: \$99,448.92
Cash with Order: \$0.00
Balance Due: **\$99,448.92**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 310SL	0A70T 310SL BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB STANDARD 2401 DECAL ENG W/ENG PACKET 3065 AXLE MFWD W/LIMITED SLIP 4464 TIRE GAL 19.5L24 12.5/80-18 5285 CONTROL PILOT 5410 COUPLER DEERE STD QUICK 5600 LESS BUCKET W/PINS 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/2WAY FLOW, THUMB 7085 LDR CPLR 1LVR W/INT AUX W/RC 7690 LDR BKT 92" MULTI PURP BKT 8415 FRONT BUMPER 8635 BATTERY SINGLE W/JUMP POST 9140 BUCKET CYLINDER HEAVY DUTY 9505 GUARD FULL MFWD 9917 RADIO BASIC PACKAGE 9919 SUN VISOR 9965 SEAT CLOTH AIR SUSPENSION
1	TBD	2018 TAG MANUFACTURING 310SJTHUMB	HT49 DIRECT LINK THUMB FOR JD 310SL TO FIT 24" BKT. Machine has coupler.
1	TBD	2018 TAG MANUFACTURING 310SK24	2449R2 2449R2 24" TAG BUCKET for JD 310SL
1	TBD	2018 TAG MANUFACTURING 310SK36	3649R2 3649R2 36" TAG BUCKET for JD 310SL
1	TBD	2018 JOHN DEERE 60FORKS	AT308139 60" RAIL FORKS & FRAME

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 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

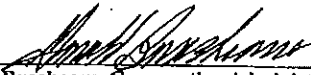
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable 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:

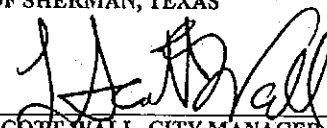
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

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

City Council Called Meeting

C.3.

Meeting Date: 01/22/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6454**

Authorizing the Purchase of a New Caterpillar CB7 Split Drum Roller for the Street Maintenance Department from Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Caterpillar CB7 Split Drum Roller from the BuyBoard for use within the Street Maintenance Department

Background:

The requested purchase will be used in the paving process of City parking lots and City streets. This will replace a model that previously went out of service in 2015.

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.

Staff looked locally and found that quotes were higher so we have decided to go with the Caterpillar Split Drum Roller from Holt Cat through the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new Caterpillar CB7 Split Drum Roller will be purchased from Holt Cat for \$126,033.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2018-2019 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new CB7 Caterpillar Split Drum Roller through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6454

Holt Cat Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR CB7 SPLIT DRUM ROLLER FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLT CAT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 Holt Cat through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Caterpillar CB7 Split Drum Roller at a total price of Two Hundred Twenty-Six Thousand Thirty-Three Dollars and No Cents (\$126,033.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2018-2019 budget.

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

PASSED AND APPROVED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

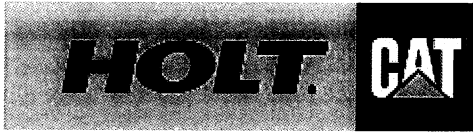
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



DATE: September 18, 2018

QUOTE #:212346-02

CITY OF SHERMAN
TIM ROYSTER

Christopher Simon
972.313.5537

PO BOX 1106
SHERMAN, TEXAS 75091-1106

One (1) New Caterpillar Model: CB7 Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$126,033
Quote thru Sourcewell Contract 032515 – Member 45027	

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: CB7-36 MO/3000 HR POWERTRAIN + HYDRAULICS

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
CB7 VIBRATORY COMPACTOR	505-8465
ENGINE	516-8184
DRUM, SPLIT	510-6126
HITCH, OFFSET	341-8801
SYSTEM, 2 AMP, 2 FREQ	341-8765
OIL, HYD, FACTORY FILLED	343-6157
LIGHTS, ROADING AND WORKING	501-6573
PLATFORM, ROPS/FOPS	513-5924
ROTATION, FULL	356-0924
PANEL, STD	510-6132
CONTROL, PREMIUM	454-3055
STEERING WHEEL, FIXED	489-6273
SEAT, STD VINYL	343-6129
PRODUCT LINK, CELLULAR PL641	451-3240
INSTRUCTIONS, NORTH AMERICAN	505-8561
LIGHT, ROTATING BEACON	351-3443
LIGHTS, HALOGEN, ROPS	356-1198
SEAT BELT, 3"	513-6265
MATS, COCOA	511-2363

DESCRIPTION	REF.#
FREEZE PROTECTION, ROPS/FOPS	351-3429
CONTROL, OPTION	509-6731
PARTS AND SERVICE MANUALS	INCLUDED

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.4 ACERT Engine
(101 HP / 75 kW, four-cylinder turbo-charged)
Cyclonic air cleaner
Water separator

Ultra clean fuel filter with integrated electric prime fuel pump
ECO mode throttle system
Dual braking systems (service & parking)
Two-speed hydrostatic transmission

ELECTRICAL

12-volt electric starting
120 ampere alternator
Maintenance free battery - 1000 CCA
Halogen working lights - bumper mounted
(2 front-facing and 2 rear-facing)

Backup alarm and forward warning horn
Cat engine and vehicle ECM's - ET compatible
Product Link ready

OPERATOR ENVIRONMENT

Isolated ROPS/FOPS structure
Platform handrails / guardrails
Four heavy-duty isolation mounts
Power steering
Adjustable, suspension, vinyl seat
50 mm (2") wide retractable seat belt
Adjustable, tilt-steering column/
instrument panel
Indicator light package with audible warning alarm for:
-hydraulic oil pressure
-hydraulic oil temperature
-engine oil pressure

-engine coolant temperature
-glow plugs
-service fault indicator
Fuel level gauge
Water level gauge
Service hour meter
Lockable, vandalism guard for instrument panel
Sliding, rotating seat
Automatic speed control
Auto-vibe with adjustable on/off control
Vibe tachometer
Speedometer

DRUMS

Smooth drum
1500 mm (59") wide x 1100 mm (43") diameter
Two amplitudes with two vibe frequencies

Front and rear self adjusting scraper blades
Pod-style eccentric weight housing

FLUIDS

Premixed 50% concentration of extended life coolant with freeze protection

to -37C (-35F)

OTHER STANDARD EQUIPMENT

Locking engine enclosure
Sealed for life hitch bearings
Sight gauges:
-hydraulic tank level
-air restriction indicator
Cap lock for hydraulic tank

Articulated frame with safety lock
Transport tie-down and lift points
208 L (55 gal) fuel tank capacity
745 L (197 gal) water tank capacity
Quick connect hydraulic pressure test
ports

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 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

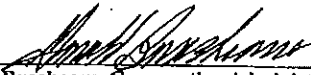
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable 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.
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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.
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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:

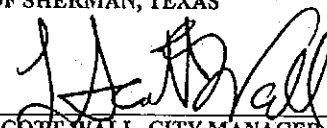
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

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

City Council Called Meeting

D.1.

Meeting Date: 01/22/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Lease-Purchase Financing of Various Pieces of Capital Equipment

Issue:

Obtaining Council approval to solicit bids for the lease-purchase financing of various pieces of capital equipment

Background:

The City has realized savings on several projects by performing the work in-house instead of using outside contractors. Staff has identified additional projects that could be done in-house resulting in substantial savings. However, additional equipment will be needed including a motor grader, steel wheel roller, flip screen attachment, pneumatic roller, paver and skid steer. Because these are large dollar purchases, expected to total about \$1.2 million, staff is recommending the lease-purchase financing of this equipment to spread out the purchase costs over several years. Lease payments were budgeted in the fiscal year (FY) 2019 Budget in the Fleet Replacement Fund.

Origination:

Finance Department

Financial Consideration:

The cost of advertising will be approximately \$200.00.

Staff Recommendation:

It is recommended that the City Council approve this request to advertise for bids for the lease-purchase financing of various pieces of capital equipment.

Alternatives:

As may be directed by City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

D.2.

Meeting Date: 01/22/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

Issue:

Approval of a request to advertise for the annual purchase of water meters for the City's Automated Meter Reading System

Background:

The City requests bids to establish a price agreement for the purchase of water meters ranging in sizes 5/8" to 2". Water meters must be compatible with the ITRON automated reading systems, MRVS and AML.

Origination:

Customer and Utility Services

Financial Consideration:

Funding for the purchase of water meters was approved in the fiscal year 2018-2019 budget. Advertising costs are estimated at \$200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising related to the annual purchase of water meters.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

D.3.

Meeting Date: 01/22/2019

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Repair or Replacement of Lake Texoma Pump Station Pump #3

Issue:

Consider a request to advertise for a bid to replace or repair Pump #3 at the Lake Texoma Pump Station

Background:

Raw Water Pump #3 located at the Lake Texoma Pump Station, which pumps water from Lake Texoma to the City's Water Treatment Plant, is not functioning and must be pulled and inspected. The pump will be repaired or replaced as required. Any associated piping repairs will be included in the project.

Origination:

Department of Utilities Administration

Financial Consideration:

Funds for the pump repair are available in the Utility Fund. Cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

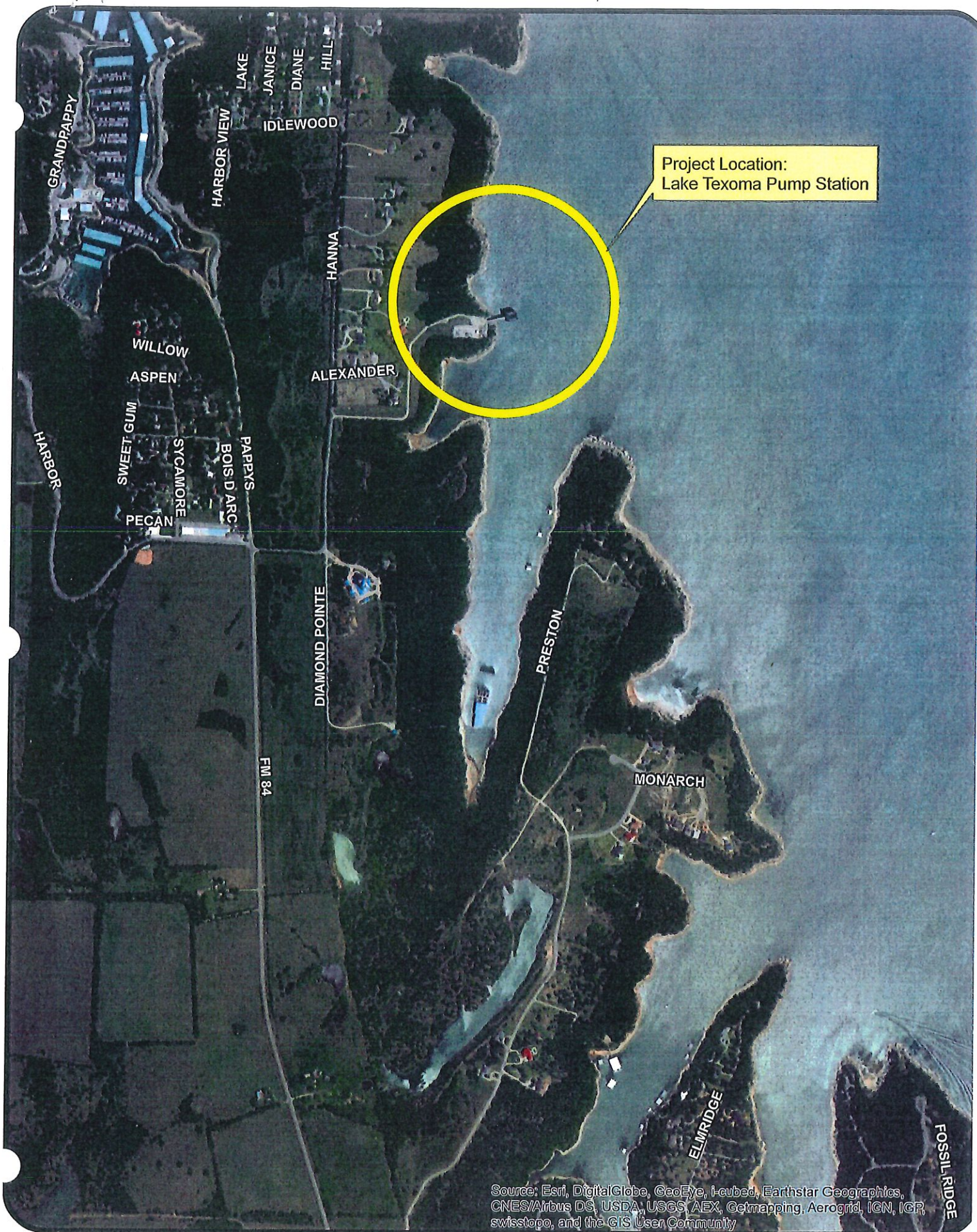
It is recommended that the City Council authorize the staff to advertise the project for bid to repair or replace, as needed, Lake Texoma Pump Station Pump #3.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E.1.

Meeting Date: 01/22/2019

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Community and Support Services Manager Nate Strauch regarding Ongoing Projects in the City

Issue:

Staff seeks to provide periodic aerial updates to keep the Council abreast of the newest developments in City projects.

Background:

Using Sherman II, the City of Sherman's drone, City staff has cataloged several projects underway or contemplated around town, including:

- Legacy Village
- West Travis/SHS
- Progress Drive/Flannery Road/FedEx
- Quail Run/The Preserve
- Brookstone
- Moore Road Solar Farm
- Fairview Dog Park
- Pecan Grove Athletic Complex
- Lake/Park Street
- Sherman Landing East/West

Origination:

City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

The Council need take no action on this agenda item - for information purposes only.

Alternatives:

None



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E.2.

Meeting Date: 01/22/2019

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Community & Support Services Manager Nate Strauch on the City's Quality Neighborhoods Program

Issue:

An update on the City's Quality Neighborhoods Program

Background:

Since being revamped by Council in early 2018, the Sherman Quality Neighborhoods Program - which identifies blighted, vacant properties in need of renovation or demolition - has enjoyed tremendous success. In just eight months, the program has resulted in more than 60 demolished substandard structures across 44 individual properties, in addition to nearly a dozen structures that have been voluntarily brought up to code.

However, much work remains to be done to accomplish the Council's goal of cleaning up the city. An estimated 850 additional residential properties in the city of Sherman meet the minimum requirements of the program and would be eligible for demolition or rehabilitation.

Origination:

City Manager Robby Hefton

Finance Director Mary Lawrence

Financial Consideration:

The fiscal year (FY) 2018-19 budget includes \$125,000 for this program - \$100,000 in Community Development Block Grant funds and \$25,000 from the City's General Fund. Due to the program's overwhelming success under the leadership of Neighborhood Quality Coordinator Chip Matthews, we estimate that this pool of money will be depleted well before October.

City staff is requesting an additional allocation for the Sherman Quality Neighborhoods Program, to be paid for with higher-than-expected sales tax receipts during 2018.

Staff Recommendation:

City staff recommends allocating additional funds for the FY 2018-19 budget year to the Sherman Quality Neighborhoods Program.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E.3.

Meeting Date: 01/22/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Financial Update Presentation

Issue:

The effect of potential legislative changes on the Property Tax Rate

Background:

The Governor has proposed a property tax reform plan featuring revenue caps as its cornerstone. The Governor's plan also includes a proposal to severely curtail a city's ability to issue certificates of obligation.

The financial update also includes information on the fiscal year (FY) 2018 General Fund and a projection for FY 2019.

Origination:

Robby Hefton, City Manager

Mary Lawrence, Director of Finance

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The Council need take no action on this agenda item - it is for informational purposes only.

Alternatives:

As directed by Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E.4.

Meeting Date: 01/22/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended December 31, 2018

Issue:

To approve the Investment Report for the quarterly period ended December 31, 2018

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of December 31, 2018, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about \$12.5 million, a decrease of about \$1.0 million from prior quarter of \$13.5 million, due to a withdrawal from the Local Government Investment Pool (LGIP). The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 448 days, up from 407 days from last quarter. The portfolio yield of 2.0% for the quarter is 63 basis points lower than the benchmark yield of 2.63%. Recent rising interest rates are the cause for this difference in portfolio yields vs. benchmark yields. The portfolio value on the City's books is approximated market value.

The debt proceeds portfolio balance of \$26.6 million was invested in a Local Government Investment Pool and an FDIC insured investment account. Transactions in this portfolio payments for capital projects and the receipt of interest income. The yield of 2.16% was below the benchmark yield of 2.44% for this portfolio. Book value and market value were about the same.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

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

Attachments

Investment Committee Memo with Quarterly Investment Reports for PE 12/31/2018



memorandum

DATE: Wednesday, January 16, 2019

TO: The City of Sherman Investment Committee
Councilwoman Sandra Melton
Councilwoman Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Reports for the Quarter Ended December 31, 2018

Enclosed is a copy of the quarterly investment reports for December 31, 2018. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$12.5 million decreased by about \$1.0 million from the previous quarter due to a withdrawal from the the Local Government Investment Pool (LGIP). The underlying investments were adequately diversified among four different types of securities. The portfolio's weighted-average maturity of about 448 days increased from last quarter due to the withdrawal from the LGIP. The portfolio yield of 2.0% was 63 basis point below our benchmark 1-year Constant Maturity Treasury Index of 2.63%. Book value of \$12.5 million approximated market value.

The debt proceeds portfolio balance of \$26.6 million had decreased by about \$5.6 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool and an FDIC insured investment account. The portfolio's weighted-average maturity of 0 days decreased from last quarter due to the maturity of a U.S. Agency security. The portfolio yield of 2.16% was 28 basis points below the benchmark yield for this portfolio, the 1-month Constant Maturity Index, of 2.44%. Book value closely approximated market value.

The investment reports will be on the January 22, 2019 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2018

Total Portfolio Summary			
	Current Quarter 12/31/2018	Prior Quarter 9/30/2018	Change From Prior Quarter
Book Value	\$ 12,535,280	\$ 13,528,501	\$ (993,221)
Market Value	\$ 12,469,141	\$ 13,404,084	\$ (934,943)
Weighted Average Maturity - Days	448	407	41
Weighted Average Yield	2.00%	1.93%	0.07%
Earned Income	\$ 59,523	\$ 71,649	\$ (12,126)
Earned Income - Year-to-Date	\$ 59,523	\$ 212,909	\$ (153,386)

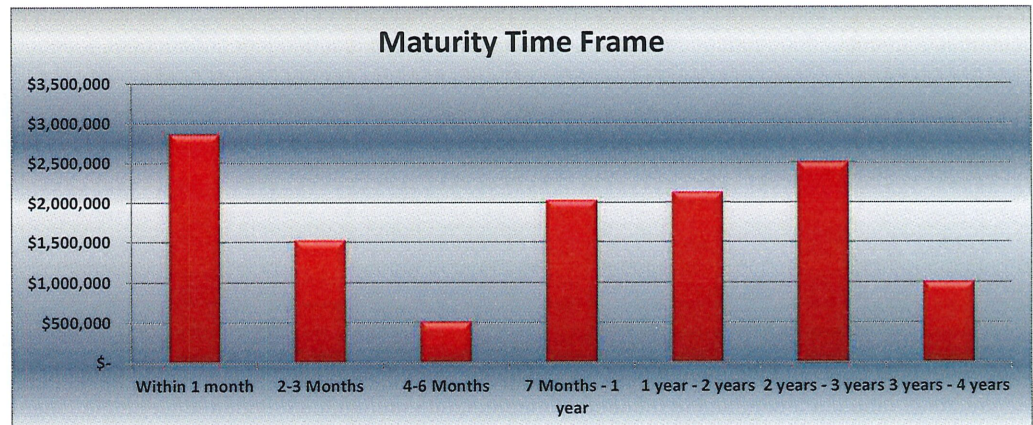
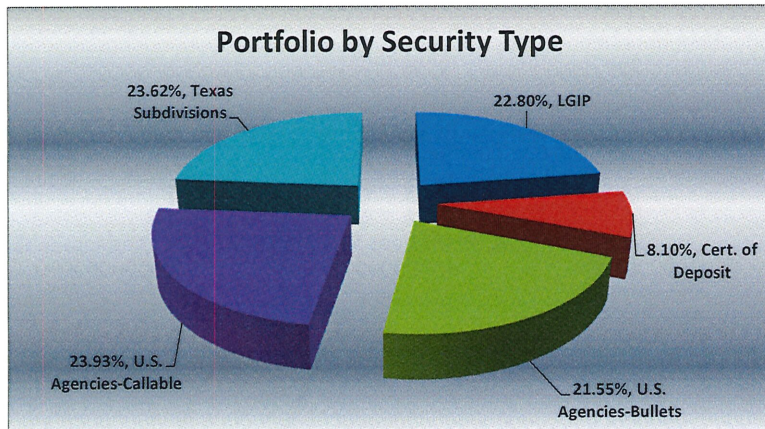
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2018, the City's portfolio had a book value of about \$12.5 million, which approximates market value. Of this amount, approximately \$2.8 million was held in Local Government Investment Pools (LGIP), \$1.0 million was held in Certificates of Deposit (CD), \$5.7 million was held in U.S. Agency Securities and \$3.0 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$1.0 million from the previous quarter due primarily to withdrawals (\$2.0 million) and deposits (\$1.0 million) in Local Government Investment Pools (LGIP).

The weighted average yield of the portfolio was 2.00%, 63 basis points below the 1-year Constant Maturity Treasury Index of 2.63% and 7 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 407 days at September 30, 2018, to 448 days at December 31, 2018.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 1,030,221	100.00	\$ 1,030,221	\$ 1,030,221	100.00	\$ 1,030,221	1	2.21%
TexStar		LGIP	TexSTAR			AAAm	1,827,844	100.00	1,827,844	1,827,844	100.00	1,827,844	1	2.23%
CD 4176807628	3/27/2018	CD	Landmark Bank	2.11%	3/27/2019		1,000,000	100.00	1,000,000	1,015,982	100.00	1,015,982	86	2.11%
31331KB74	9/30/2015	Agency Bullet	FFCB	1.88%	3/29/2019	AA+	500,000	102.46	512,290	500,869	99.80	498,978	88	1.12%
88213ACF0	7/23/2015	Texas Subdivision	TX St A&M Sys Brd	4.00%	5/15/2019	AA+	500,000	108.07	540,330	503,968	100.41	502,040	135	1.80%
207435MH8	6/1/2016	Texas Subdivision	Conally TX Consol ISD	3.00%	8/15/2019	AAA	150,000	106.42	159,635	151,870	100.78	151,163	227	0.96%
34683CJU1	5/5/2016	Texas Subdivision	Ft Bend Co TX MUD #133	2.00%	9/1/2019	A3	100,000	102.76	102,762	100,554	99.91	99,909	244	1.15%
8827235D7	12/7/2016	Texas Subdivision	TXBL Ref TX Pub Fin Auth Military	4.00%	10/1/2019	AAA	250,000	106.48	266,205	254,315	101.00	252,503	274	1.64%
3134GA2P8	3/2/2017	Agency Bullet	FHLMC	1.55%	11/27/2019	AA+	1,200,000	99.99	1,199,880	1,199,960	99.03	1,188,390	331	1.55%
414229FG8	5/5/2016	Texas Subdivision	Harris Co TX MUD #500	4.00%	12/1/2019	AA	315,000	107.76	339,435	321,270	100.78	317,466	335	1.75%
414935LK0	5/3/2016	Texas Subdivision	Harris Co MUD #120	2.00%	8/1/2020	AA	395,000	102.09	403,252	398,084	99.76	394,056	579	1.49%
41456PHW0	8/11/2016	Texas Subdivision	Harris-Montgomery TX MUD # 386	2.00%	9/1/2020	Aa3	350,000	103.16	361,050	354,541	100.11	350,395	610	1.20%
038395EP0	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series A	3.25%	9/1/2020	A	200,000	107.96	215,910	206,663	101.76	203,524	610	1.20%
038395FD6	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series B	3.25%	9/1/2020	A	160,000	106.95	171,114	164,654	100.02	160,028	610	1.45%
3130ADUK6	3/30/2018	Agency Callable	FHLB	2.50%	9/29/2020	AA+	1,000,000	100.00	1,000,000	1,000,000	99.62	996,212	638	2.50%
3134GSFE0	2/27/2018	Agency Callable	FHLMC	2.50%	2/26/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	100.00	999,979	788	2.50%
3134GSNJO	6/28/2018	Agency Callable	FHLMC	2.65%	6/28/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	100.09	1,000,872	910	2.65%
34679RNB1	6/6/2017	Texas Subdivision	Fort Bend Co TX MUD #23-A	2.00%	9/1/2021	A3	500,000	101.43	507,125	504,485	99.55	497,750	975	1.65%
3134GBRT1	6/29/2017	Agency Bullet	FHLMC	2.00%	6/29/2022	Aaa	1,000,000	100.00	1,000,000	1,000,000	98.18	981,829	1,276	2.00%
Total							\$ 12,478,065	\$	12,637,051	\$ 12,535,280	\$	12,469,141		

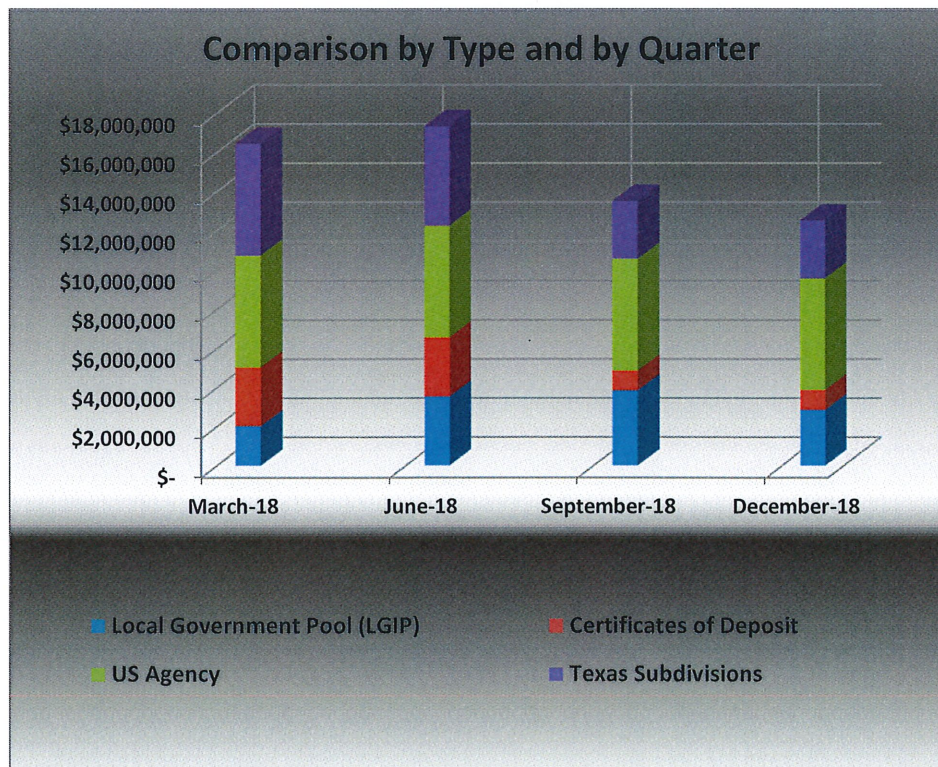
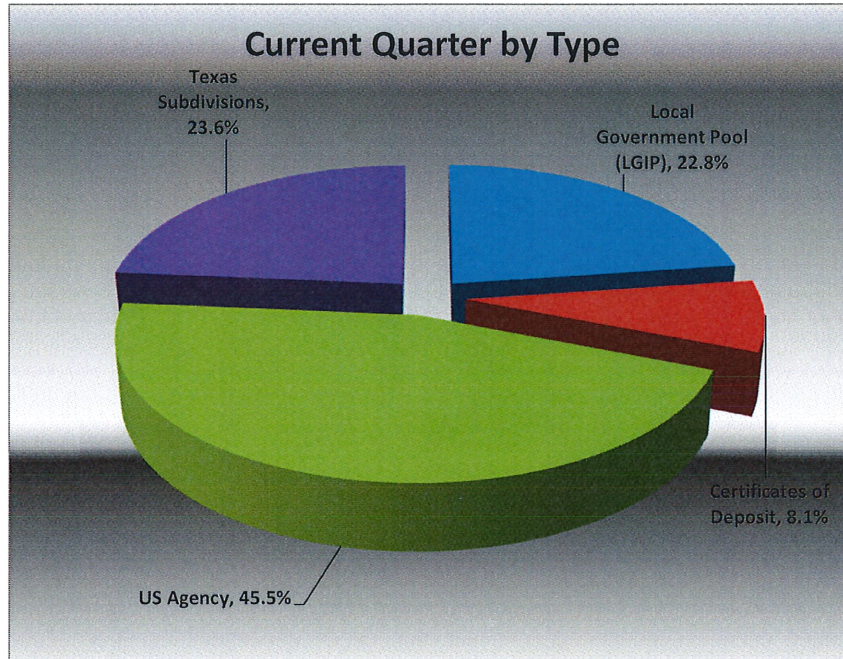
CUSIP	Settle Date	Security Description	Maturity Date	Market Value 9/30/2018	Change in Market Value	Market Value 12/31/2018
Tex-Pool		TexPool		\$ 1,024,500	\$ 5,721	\$ 1,030,221
TexStar		TexSTAR		2,821,058	(993,214)	1,827,844
CD 4176807628	3/27/2018	Landmark Bank	3/27/2019	1,010,665	5,317	1,015,982
31331KB74	9/30/2015	FFCB	3/29/2019	498,602	376	498,978
88213ACFO	7/23/2015	TX St A&M Sys Brd	5/15/2019	504,430	(2,390)	502,040
207435MH8	6/1/2016	Conally TX Consol ISD	8/15/2019	151,415	(252)	151,163
34683CJU1	5/5/2016	Ft Bend CO TX MUD #133	9/1/2019	99,725	184	99,909
8827235D7	12/7/2016	TXBL Ref TX Pub Fin Auth Military	10/1/2019	253,083	(580)	252,503
3134GA2P8	3/2/2017	FHLMC	11/27/2019	1,184,218	4,172	1,188,390
414229FG8	5/5/2016	Harris Co TX MUD #500	12/1/2019	318,808	(1,342)	317,466
414935LK0	5/3/2016	Harris Co TX MUD #120	8/1/2020	392,591	1,465	394,056
4146PHWO	9/6/2016	Harris-Montgomery TX MUD #386	9/1/2020	349,213	1,182	350,395
038395EPO	9/6/2016	Aquilla TX Water SUD Series A	9/1/2020	203,226	298	203,524
038395FD6	9/6/2016	Aquilla TX Water SUD Series B	9/1/2020	159,184	844	160,028
3130AUDK6	3/30/2018	FHLB	9/29/2020	990,154	6,058	996,212
3134GSFE0	2/27/2018	Freddie Mac	2/26/2021	990,004	9,975	999,979
3134GSNJO	6/28/2018	Freddie Mac	6/28/2021	993,306	7,566	1,000,872
34679RNB1	6/6/2017	Fort Bend Co TX MUD #23-A	9/1/2021	493,535	4,215	497,750
3134GBRT1	6/29/2017	FHLMC	6/29/2022	966,367	15,462	981,829
Total				\$ 13,404,084	\$ (934,943)	\$ 12,469,141



CITY OF SHERMAN, TX
Investment Transaction Report
As of 12/31/2018

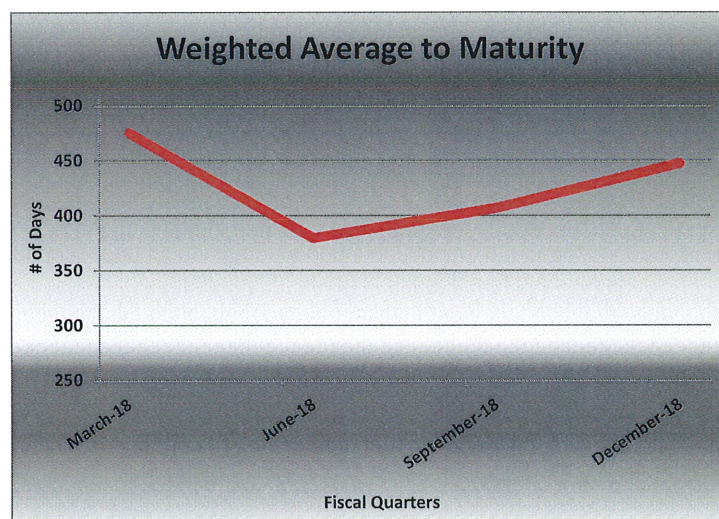
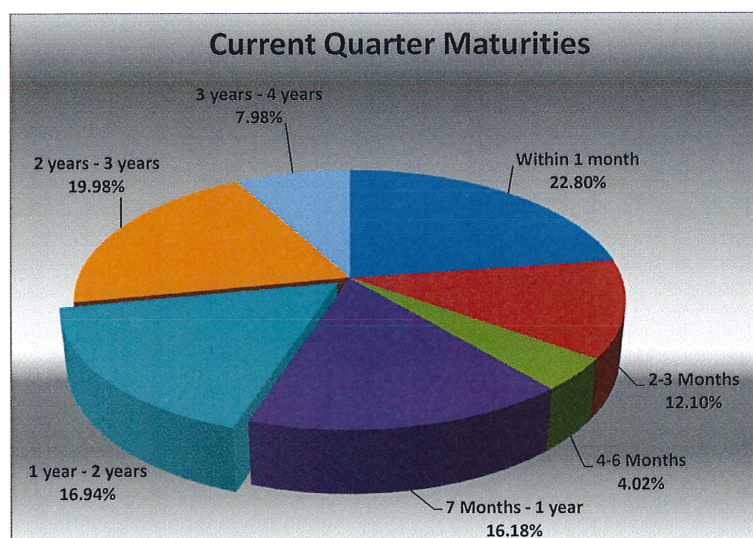
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities</u>											
	10/16/2018	TexStar	LGIP	2.16%			\$ 2,000,000	\$ 2,000,000	\$ -	2,000,000	2.16%
<u>Purchases</u>											
	12/26/2018	TexStar	LGIP	2.31%			1,000,000	1,000,000	-	1,000,000	2.31%
<u>Income Payments</u>											
	12/31/2018	TexPool	LGIP	2.21%	9/30/2018		1,030,221		5,721	5,721	2.21%
	12/31/2018	TexStar	LGIP	2.23%	9/30/2018		1,827,844		6,786	6,786	1.94%
	12/27/2018	CD 4176807628	Landmark Bank	2.11%	3/27/2019		1,000,000		5,317	5,317	2.11%
	10/1/2018	8827235D7	TXBL Ref TX Pub Fin Auth Militar	4.00%	10/1/2019		\$250,000		5,000	5,000	1.64%
	11/15/2018	88213ACF0	TX ST A&M UNIV Sys BRD Rgts F	4.00%	8/15/2019		500,000		10,000	10,000	1.80%
	11/27/2018	3134GA2P8	Freddie Mac	1.55%	11/27/2019		1,200,000		9,300	9,300	1.55%
	12/1/2018	414229FG8	Harris Co TX MUD	4.00%	12/1/2019		315,000		6,300	6,300	1.75%
	12/29/2018	31346BRTI	Freddie Mac	2.00%	6/29/2022		1,000,000		10,000	10,000	2.00%
	12/28/2018	3134GSNJ0	Freddie Mac FHLMC	2.65%	6/28/2021	6/28/2019	1,000,000		13,250	13,250	2.65%
Total									\$ 71,674		

Cash/Investment Type	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Balance 12/31/2018	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 2,022,262	\$ 3,530,793	\$3,845,558	\$ 2,858,065	22.8%	50.00%
Certificates of Deposit	3,011,550	3,024,770	\$1,010,665	1,015,982	8.1%	50.00%
US Agency	5,704,002	5,702,564	\$5,701,696	5,700,829	45.5%	50.00%
Texas Subdivisions	5,711,651	5,082,736	\$2,970,582	2,960,404	23.6%	50.00%
Total	\$ 16,449,465	\$ 17,340,863	\$ 13,528,501	\$ 12,535,280	100.00%	

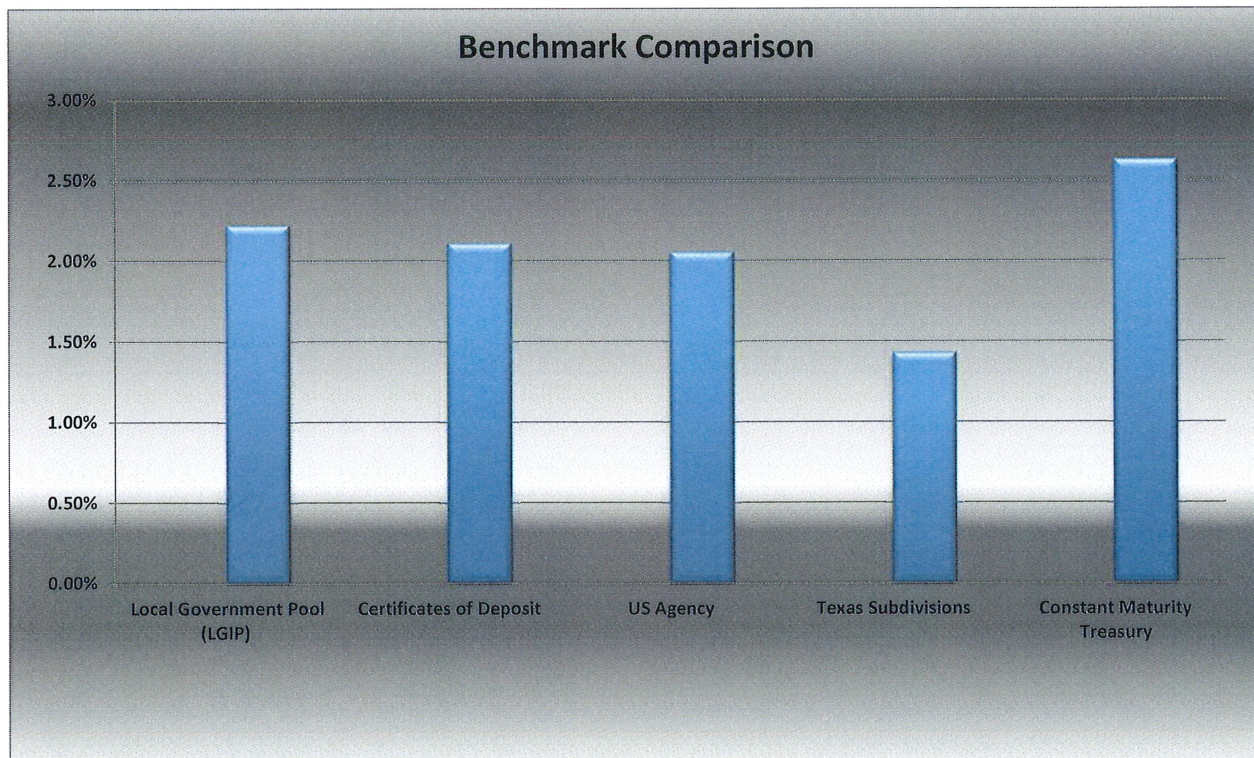


Maturity Time Frame	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Balance 12/31/2018	Percent of Portfolio
Within 1 month	\$ 2,502,287	\$ 3,530,793	\$ 3,845,558	\$ 2,858,065	22.80%
2-3 Months	1,135,701	4,121,711	-	1,516,851	12.10%
4-6 Months	4,117,082	-	1,512,412	503,968	4.02%
7 Months - 1 year	1,503,496	2,017,203	759,998	2,027,969	16.18%
1 year - 2 years	2,552,341	2,036,163	3,905,487	2,123,942	16.94%
2 years - 3 years	3,132,800	4,129,667	2,505,046	2,504,485	19.98%
3 years - 4 years	505,758	1,505,326	1,000,000	1,000,000	7.98%
4 years - 5 years	1,000,000	-	-	-	0.00%
	\$ 16,449,465	\$ 17,340,863	\$ 13,528,501	\$ 12,535,280	100.00%

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	475.69	379.71	407.01	447.78	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
12/31/2018	Tex-Pool	TexPool		2.21%	\$ 5,721	\$ -	\$ 5,721
12/31/2018	TexStar	TexSTAR		2.23%	6,786	-	6,786
12/31/2018	CD 4176807628	Landmark Bank	2.11%	2.11%	5,317	58	5,375
10/1/2018	8827235D7	TXBL Ref TX Pub Fin Auth Milit	4.00%	1.64%	5,000	(3,938)	1,062
11/15/2018	88213ACF0	TX St A&M Sys Brd	4.00%	1.80%	10,000	(7,646)	2,354
11/27/2018	3134GA2P8	FHLMC	1.55%	1.55%	9,300	(4,639)	4,661
12/1/2018	414229FG8	Harris Co TX MUD #500	4.00%	1.75%	6,300	(4,860)	1,440
12/28/2018	3134GSNJ0	FHLMC	2.65%	2.65%	13,250	(6,625)	6,625
12/29/2018	31346BRT1	FHLMC	2.00%	2.00%	10,000	(5,000)	5,000
12/31/2018	414935LK0	Harris Co MUD #120	2.00%	1.49%	-	1,489	1,489
12/31/2018	207435MH8	Conally TX Consol ISD	3.00%	0.96%	-	374	374
12/31/2018	3134GSFE0	FHLMC	2.50%	2.50%	-	6,250	6,250
12/31/2018	34679RNB1	Fort Bend Co TX MUD #23-A	2.00%	1.65%	-	2,080	2,080
12/31/2018	038395EP0	Aquilla TX Water SUD Series A	3.25%	1.20%	-	627	627
12/31/2018	038395FD6	Aquilla TX Water SUD Series B	3.25%	1.45%	-	603	603
12/31/2018	41456PHW0	Harris Cnty TX MUD#386	2.00%	1.20%	-	1,069	1,069
12/31/2018	34683CJU1	Ft Bend Co TX MUD #133	2.00%	1.15%	-	292	292
12/31/2018	31331KB74	FFCB	1.88%	1.12%	-	1,465	1,465
12/31/2018	3130ADUK6	FHLB	2.50%	2.50%	-	6,250	6,250
					\$ 71,674	\$ (12,151)	\$ 59,523



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2018

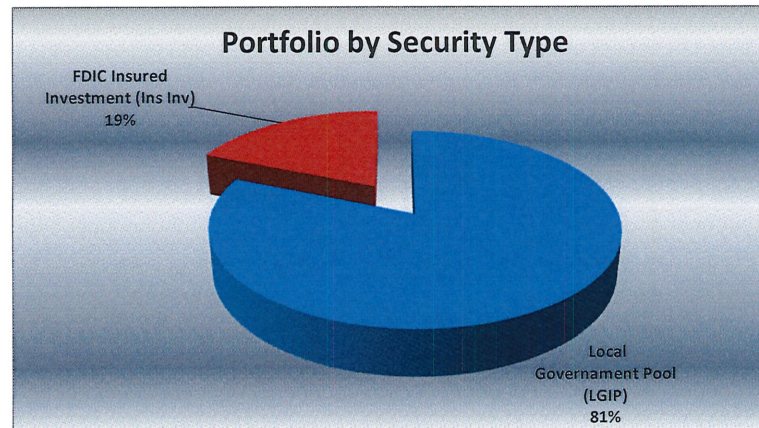
Total Portfolio Summary			
	Current Quarter 12/31/2018	Prior Quarter 9/30/2018	Change From Prior Qtr
Book Value	\$ 26,639,450	\$ 32,300,491	\$ (5,661,041)
Market Value	\$ 26,639,450	\$ 32,293,911	\$ (5,654,461)
Weighted Average Maturity - Days	0	7	(7)
Weighted Average Yield	2.16%	1.78%	0.38%
Earned Income	\$ 144,675	\$ 82,058	\$ 62,617
Earned Income - Year-to-Date	\$ 144,675	\$ 287,615	\$ (142,940)

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.

As of December 31, 2018, the City of Sherman's debt proceeds portfolio had a book value of about \$26.6 million, which approximates the market value. Of this amount, approximately \$21.6 million was held in Local Government Investment Pools (LGIP) and \$5.0 million was held in FDIC Insured Investment Accounts (Ins Inv).

The portfolio value decreased by \$5.65 million from the previous quarter due to approximately \$5.8 million drawn down for project payments, with \$144,675 interest earned. Additionally a U.S. Agency Security matured (approximately \$3.0 million) and was deposited into the FDIC Insured Investment Account (Ins Inv).

The weighted average yield on the portfolio was 2.16%, 28 basis points below the 4-week Constant Maturity Treasury Index of 2.44% and 38 basis points above the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Tax & Muni Drainage Rev CO's		LGIP	TexPool	1/1/2019	AAAm	2,511,277	100.00	2,511,277	2,511,277	100.00	2,511,277	1	2.21%
TexStar	2018 CO's		LGIP	TexStar	1/1/2019	AAAm	19,132,252	100.00	19,132,252	19,132,252	100.00	19,132,252	1	2.23%
Anova	2017 CO's		Ins Inv	Anova	1/1/2019		4,995,921	100.00	4,995,921	4,995,921	100.00	4,995,921	1	1.90%
Total							\$ 26,639,450		\$ 26,639,450	\$ 26,639,450		\$ 26,639,450		



CITY OF SHERMAN, TX
Market Value Summary
AS of 12/31/2018

CUSIP	Security Type / Description	Maturity Date	Market Value 9/30/2018	Change in Market Value	Market Value 12/31/2018
TexStar 2018 CO's	LGIP	1/1/2019	\$ 19,139,805	\$ (7,553)	\$ 19,132,252
TexPool 2017A & Muni Drainage Rev CO's	LGIP	1/1/2019	3,815,608	(1,304,331)	2,511,277
Anova 2017 CO's	Ins Inv	1/1/2019	6,345,290	(1,349,369)	4,995,921
3133EGW84	US Agency Bullet	12/19/2018	2,993,208	(2,993,208)	-
Total			\$ 32,293,911	\$ (5,654,461)	\$ 26,639,450

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments</u>										
10/19/2018	2017 CO-Anova	Ins Inv			\$ 2,291,687		\$ 2,291,687	\$ -	2,291,687	0.00%
11/14/2018	2017 CO-Anova	Ins Inv			940,839		940,839	-	940,839	0.00%
11/21/2018	2018 CO-TexStar	LGIP			106,373		106,373	-	106,373	0.00%
11/23/2018	2017 CO-Anova	Ins Inv			149,190		149,190	-	149,190	0.00%
12/4/2018	2018 CO-TexStar	LGIP			8,622		8,622	-	8,622	0.00%
12/6/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP			1,323,473		1,323,473	-	1,323,473	0.00%
12/10/2018	2017 CO-Anova	Ins Inv			472,127		472,127	-	472,127	0.00%
12/31/2018	2017 CO-Anova	Ins Inv			531,615		531,615	-	531,615	0.00%
<u>Deposits/Purchases</u>										
12/31/2018	2017 CO-Anova	Ins Inv			3,018,000		3,018,000	-	3,018,000	
<u>Income Payments</u>										
10/31/2018	2018 CO-TexStar	LGIP	2.16%		19,139,804		19,139,804	35,137	35,137	2.16%
10/31/2018	2017 CO-Anova	Ins Inv	1.50%		6,345,289		6,345,289	7,381	7,381	1.50%
10/31/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	2.14%		3,815,608		3,815,608	6,947	6,947	2.14%
11/30/2018	2018 CO-TexStar	LGIP	2.22%		19,174,942		19,174,942	34,885	34,885	2.22%
11/30/2018	2017 CO-Anova	Ins Inv	1.87%		4,060,983		4,060,983	5,347	5,347	1.87%
11/30/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	2.20%		3,822,556		3,822,556	6,921	6,921	2.20%
12/31/2018	2017 CO-Anova	Ins Inv	2.32%		2,976,301		2,976,301	5,362	5,362	2.32%
12/31/2018	2018 CO-TexStar	LGIP	2.31%		19,103,454		19,103,454	37,421	37,421	2.31%
12/31/2018	TexPool 2017A & Muni Drainage Rev CO	LGIP	2.29%		3,829,477		3,829,477	5,274	5,274	2.29%
Total							\$	144,675		



CITY OF SHERMAN, TX
Comparison by Type
AS of 12/31/2018

Cash / Investment Type	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Balance 12/31/2018	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 3,789,321	\$ 3,805,710	\$ 22,955,413	\$ 21,643,529	81.25%	100.00%
FDIC Insured Investment (Ins Inv)	15,021,520	12,729,658	6,345,290	4,995,921	18.75%	100.00%
US Agency Bullet	2,999,305	2,999,547	2,999,788	-	0.00%	100.00%
Total	\$ 21,810,146	\$ 19,534,915	\$ 32,300,491	\$ 26,639,450	100.00%	



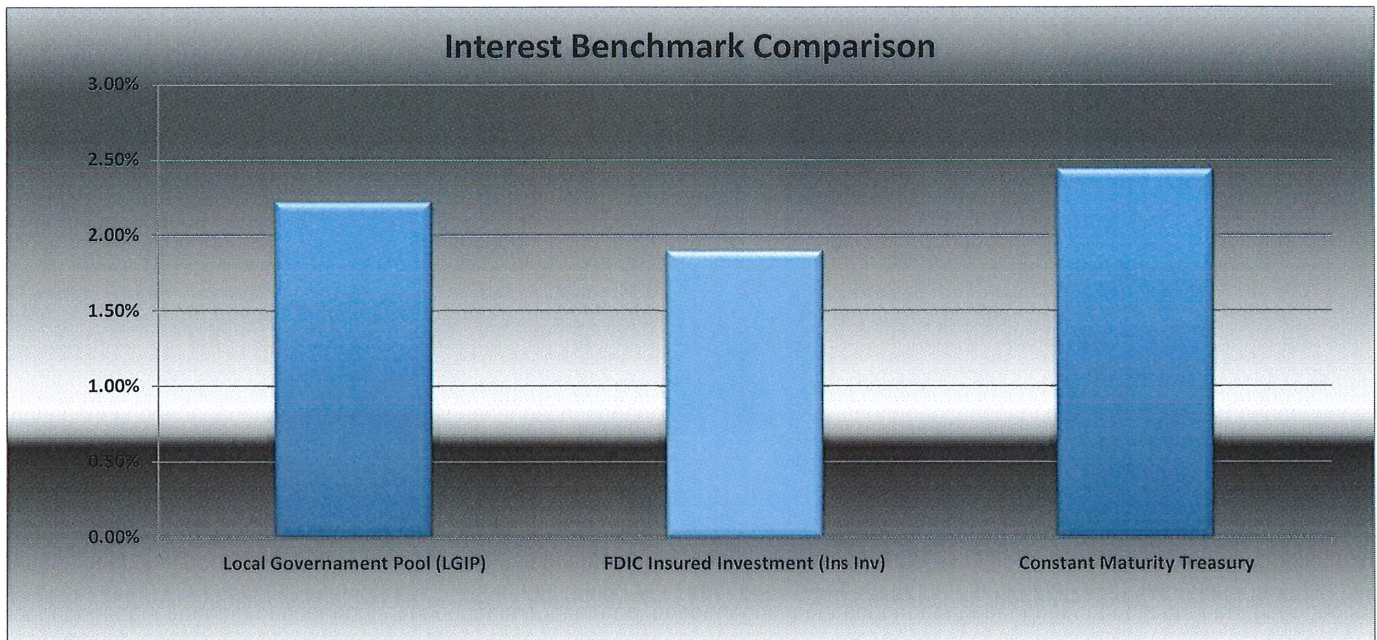
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 12/31/2018

Maturity Time Frame	Balance 3/31/2018	Balance 6/30/2018	Balance 9/30/2018	Balance 12/31/2018	Percent of Portfolio	Minimum Allowable
Within 1 month	\$ 18,810,841	\$ 16,535,368	\$ 10,160,898	\$ 26,639,450	100.00%	100.00%
2 months - 1 year	-	2,999,547	2,999,788	-	0.00%	100.00%
1 year - 2 years	2,999,305	-	-	-	0.00%	100.00%
	\$ 21,810,146	\$ 19,534,915	\$ 13,160,686	\$ 26,639,450		

Liquidity Indicator

Weighted Average Maturity	36.17	26.41	7.43	0.00
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Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
10/31/2018	2018 CO-TeXstar	LGIP		2.16%	\$ 35,137	\$ -	\$ 35,137
10/31/2018	2017 CO-Anova	Insured Investment		1.50%	7,381	-	7,381
10/31/2018	2017A Tax & Muni Drainage Rev Co's	LGIP		2.14%	6,947	-	6,947
11/30/2018	2018 CO-TeXStar	LGIP		2.22%	34,885	-	34,885
11/30/2018	2017 CO-Anova	Insured Investment		1.87%	5,347	-	5,347
11/30/2018	2017A Tax & Muni Drainage Rev Co's	LGIP		2.20%	6,921	-	6,921
12/31/2018	2017 CO-Anova	Insured Investment		2.32%	5,362	-	5,362
12/31/2018	2018 CO-TeXStar	LGIP		2.31%	37,421	-	37,421
12/31/2018	2017A Tax & Muni Drainage Rev CO's	LGIP		2.29%	5,274	-	5,274
					\$ 144,675	\$ -	\$ 144,675





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E.5.

Meeting Date: 01/22/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for a Training Workshop to be Conducted by E. Allen Taylor, Jr., Founding Partner of Taylor, Olson, Adkins, Sralla and Elam, LLP on Wednesday, February 27, 2019

Issue:

To call a special meeting of the City Council for 11:00 a.m. on Wednesday, February 27, 2019 to hold a Training Workshop in the City Council Chambers of City Hall

Background:

Mr. Taylor will provide the Mayor and City Council members with training and a legal update regarding various City-related topics.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to scheduling this meeting.

Staff Recommendation:

It is recommended that the City Council, **by motion and order**, call a special City Council meeting for 11:00 a.m. on Wednesday, February 27, 2019.

Attachments

E. Allen Taylor, Jr. - Biography



TOASE

TAYLOR·OLSON·ADKINS·SRALLA·ELAM
ATTORNEYS & COUNSELORS

[Home](#)
[Practice Areas](#)
[Attorneys](#)
[Representative Clients](#)
[Contact Us](#)

E. Allen Taylor, Jr.

Founding Partner



Phone: 817-332-2580
Fax: 817-332-4740
ataylor@toase.com
[Download vCard](#)

Prior to embarking on a legal career, Allen served as Planning Director of the City of Edinburg, Texas, Director of Planning & Community Development of the City of Pharr, Texas, and the Director of Planning & Community Development for the City of Killeen, Texas.

Allen is a Fort Worth native and currently serves as City Attorney to the cities of Burleson, Southlake, Mansfield, and Cleburne. He is the former Chairman of the Plan Commission of the City of Fort Worth, a former member of the Zoning Commission of the City of Fort Worth, a member of the Advisory Board of the Institute for Local Government Studies of The Center for American and International Law and was previously a member of the Pre-Application Review Panel and the Section 208 Water Quality Advisory Committee of the Lower Rio Grande Valley Development Council. He has served as a speaker and panelist for a number of conferences and seminars in these fields and has authored a number of articles in the land use and development law area.

Practice Areas

- Public Law
- Municipal Law
- Land Use Law

Education

- Master of Urban Planning, Texas A&M University 1973
 - BA, Texas A & M University 1973
 - Master of Public Administration, Southwest Texas State University 1980
 - J.D Baylor University School of Law 1983
- Honors:*
- Cum Laude
 - National Order of Barristers
 - Law Review: Research and Topics Editor

Professional Affiliations and Memberships

Licensed:

- Texas Supreme Court
- U.S. Court of Appeals 5th Circuit
- U.S. Court of Appeals 10th Circuit
- U.S. District Court Northern District of Texas
- U.S. District Court Southern District of Texas
- U.S. District Court Eastern District of Texas
- U.S. District Court Western District of Texas

Member:

- Texas Bar Association, Administrative and Public Law and Litigation Sections
- Tarrant County Bar Association
- American Bar Association – State and Local Government and Environment, Energy and Resources Sections
- American Planning Association
- Institute for Local Government Studies of the Center for American and International Law
- Texas City Attorney Association

Awards, Publications & Presentations

- *Impact Enabling Legislation A New Approach to Exactions (Co-Author)*, Zoning and Planning Law Report, No. 11, Vol. 2, February, 1988.
- *How to Develop Use Impact Fees Successfully*, Institute on Planning, Zoning and Eminent Domain, 1988.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

E.6.

Meeting Date: 01/22/2019

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Sherman Main Street, Texoma Society of CELTS, and the Old Iron Post to Temporarily Close Certain Streets for the St. Patrick's Day Parade on Saturday, March 16, 2019

Issue:

Sherman Main Street, Texoma Society of CELTS, and the Old Iron Post have submitted a request to close certain streets for Sherman's Inaugural St. Patrick's Day Parade, taking place at 11:00 a.m. on Saturday, March 16, 2019.

Background:

The parade will follow the route described in the attached request letter and map. Assembly will begin at 10:00 a.m.; and the event will require traffic control assistance from the City of Sherman.

Origination:

Sherman Main Street
Texoma Society of CELTS
The Old Iron Post

Financial Consideration:

City labor to provide traffic control assistance through Sherman Police and Streets Departments will be required.

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary traffic control support and Police Department assistance to accommodate the event.

Alternatives:

As directed by the Council

Attachments

St. Patrick's Day Parade Request Letter

St. Patrick's Day Route Map

TEXOMA SOCIETY OF CELTS
(CULTURAL ENRICHMENT AND LASTING TRADITIONS)
572 Hebron Road
Savoy, Texas 75479

January 9, 2018

Robby Hefton
City Manager
City of Sherman, Texas

Dear Robby:

Texoma Society of CELTS, in association with Sherman Main Street and the Old Iron Post, would like to sponsor a St. Patrick's Day Parade in Downtown Sherman, Texas. By this letter, we would like to advise the City Council of our plans for the Parade and request from the City Council its approval for our execution of the Parade in accordance with such plans.

It is proposed that the Parade occur on Saturday, March 16, 2019 (the day before actual St. Patrick's Day). The Parade would commence at 11:00am (with participants gathering around 10:00am in order to line-up). The Parade route is described on the attached map of Downtown Sherman.

We anticipate participation by various groups and individuals, with floats and music. In particular, we hope the Parade will provide an opportunity for people to see and hear groups such as the Sherman Police Regional Pipe Band and the Sherman Fire-Rescue Pipe Band. In addition, the Parade will promote the Sherman Celtic Festival & Highland Games (which will occur the following weekend – Saturday, March 23 and Sunday, March 24).

One more thing. With any luck the Parade may drive all the snakes out of Sherman.

Please let us know if you have any questions. Otherwise, thank you for your consideration of our proposal.

Texoma Society of CELTS

By: _____


Robert R. Little, Sr

SAINT PATRICK'S DAY
PARADE 2019
Saturday, March 16th





City Council Called Meeting

H.1.

Meeting Date: 01/22/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (5)

Issue:

Terms on the Keep Sherman Beautiful Commission expired on January 1, 2019 for Amanda Smith, Sarah Whitt, Zac Grantham, and Amanda Phillips. All are eligible for reappointment, however Mr. Grantham does not wish to be reappointed and there was no response from Ms. Whitt. There is also one vacancy on the Keep Sherman Beautiful Commission. We currently have applications on file from Bri Berry, Ronald Engelke, and Rajendra Wagle.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to reappoint Ms. Smith and Ms. Phillips, and to appoint Bri Berry.

Alternatives:

The Council could choose not to make appointments to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Zac Grantham Reappointment Letter

Amanda Smith Reappointment Letter

Amanda Phillips Reappointment Letter

Bri Berry Application

Ronald Engelke Application

Rajendra Wagle Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Trace Rossi	1	A 2/6/2018	1/1/2020	1	2 Year Term
Stephanie Waitt	4	A 2/6/2018	1/1/2020	1	2 Year Term
Jessica Peters	1	A 1/5/2016 R 1/1/2018	1/1/2018 1/1/2020	1 2	2 Year Term
Amanda Smith	3	A 11/8/2016	1/1/2019	1	2 Year Term
Vacant					2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016 R 1/1/2018	1/1/2016* 1/1/2018 1/1/2020	1 2 3	2 Year Term
Sarah Whitt	n/a	A 7/18/2017	1/1/2019	1	2 Year Term
Zac Grantham	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term
Amanda Phillips	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Trace Rossi	1	A 2/6/2018	1/1/2020	1	2 Year Term
Stephanie Waitt	4	A 2/6/2018	1/1/2020	1	2 Year Term
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Amanda Smith	3	A 11/8/2016	1/1/2019	1	2 Year Term
Vacant					2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016 R 1/1/2018	1/1/2016* 1/1/2018 1/1/2020	1 2 3	2 Year Term
Sarah Whitt	n/a	A 7/18/2017	1/1/2019	1	2 Year Term
Zac Grantham	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term
Amanda Phillips	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term

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Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 5

Applicant	Address	District	Qualifications
Amanda Smith	905 S. First	3	Current Member; Wishes to be Reappointed
Amanda Phillips	1424 N. Lockhart	1	Current Member; Wishes to be Reappointed
Bri Berry	1861 Old Ida Rd.	n/a	CBC Creative
Ronald Engelke	116 N. Burdette	3	Retired
Rajendra Wagle	910 Cormorant	4	Reggis Liquor

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

December 5, 2018

Zac Grantham
1023 W. Belden
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Mr. Grantham:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2019. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Steve Ayers, Assistant City Manager

☐ I do wish to be considered for reappointment to this board

☒ I do not wish to be considered for reappointment to this board

Signature

Date

12/13/18

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

SECOND REQUEST

December 27, 2018

Amanda Smith
1605 E. Peyton
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Ms. Smith:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2019. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Steve Ayers, Assistant City Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Amanda Smith
Signature

1-2-19
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

SECOND REQUEST

December 27, 2018

Amanda Phillips
1424 N. Lockhart
Sherman, Texas 75092

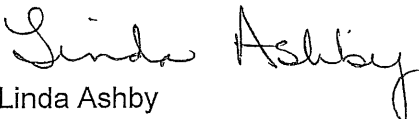


RE: Keep Sherman Beautiful Commission

Dear Ms. Phillips:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2019. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

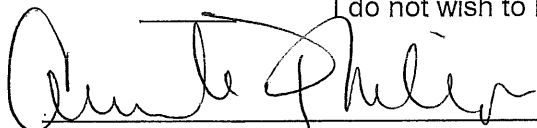

Linda Ashby
City Clerk

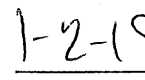
cc: Steve Ayers, Assistant City Manager



I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

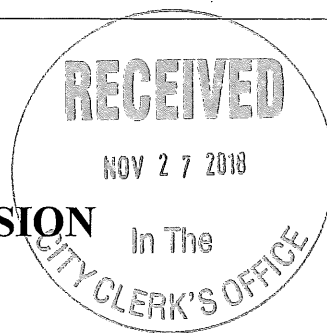

Signature


Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Brianne (Bri) Berry
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Keep Sherman Beautiful

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1861 Old Ida Rd, Sherman</u>	Business Name: <u>CBC Creative</u>
Mailing Address: <u>Same</u>	Occupation: <u>Brand Ambassador</u>
Telephone: <u>903-718-4529</u> Fax: <u>---</u>	Address: <u>100 N Travis #205</u>
E-Mail: <u>bri@cbccreative.com</u>	Telephone: <u>903-718-4529</u> Fax: <u>---</u>
Sherman Resident for <u>2</u> years County: <u>Grayson</u>	E-Mail: <u>bri@cbccreative.com</u>
Drivers License No.: _____	
Voter Registration No.: _____	

Which Council District do you live in? (see attached map) n/a

Prior work experience: (please include dates)

CBC Creative - current
Bon Appetit Y'all - 3/18 - 10/18
Fullbell's - 6/17 - 3/18

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2007

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: N/A ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

True Options - 9/18 - current
TmCI - 10/18 - current

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - Current

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am looking to get more involved in my community & KSB seems like they do a lot of the same events I planned in HS for my community then so I will bring lots of good ideas to the board.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Maintaining a clean city - we should have businesses sponsor frequent trash pick up days as a fun, team building activity that benefits the community.

2) Education - we could build community gardens in neighborhoods or at schools to teach kids about their environments & the importance of taking care of their community.

3) Pollution & Trash - we should encourage recycling but also composting & could have fun classes that teach people about composting & set them up to do it themselves to reduce waste & be more clean & natural.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am very into clean healthy living & love encouraging people to be healthy & love their environment ex. gardening, composting.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None that I am aware of.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: Sarah McRae-Smith

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Brianne Benz

Date: 11-27-18

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

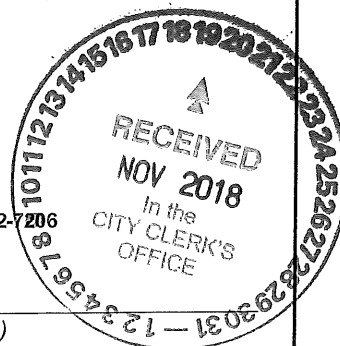
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name: RONALD ENGELKE

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: KEEP SHERMAN BEAUTIFULL COMMISSION

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>116 N BORDETTA</u>	Business Name: <u>RETIRED</u>
Mailing Address: <u>SAME</u>	Occupation: <u>RETIRED / SALES SHERWIN WILLIAMS</u>
Telephone: <u>903-357-8306</u> Fax: _____	Address: _____
E-Mail: <u>COWBOY1@CABLEONE.NET</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>39</u> years County: <u>GRAYSON</u>	E-Mail: _____
Drivers License No.: <u>00965634</u>	
Voter Registration No.: <u>1024931156</u> ☒	

Which Council District do you live in? (see attached map) District 3 ☒

Prior work experience: (please include dates)

29 YEARS AT SHERWIN WILLIAMS - SALES 1988 - 2018

9 YEARS BOARD OF DIRECTORS AND 4 YEARS CHAIRMAN AT FROM 2009-2018 SHERMAN ELKS

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1977

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

GREAT DAY SERVICE 1994-2017 ONCE A YEAR

COMPUTER SERVICE FOR KIDS 1998-2018

HELPING VETERANS

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - Current

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

HAVE SOME FEAR FOR SHOPS DOWNTOWN AND HOW TO BRING IN SALES, WORKED IN FLOWER SHOP SO KNOW HOW TO DECORATE AND MAKE LOOK GOOD WILL BRING MORE IN TO SHOP. PLUS ADJUSTING

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) IF YOU HAVE TRASH BIN AROUND SQUARE LESS TRASH WHICH MAKE IT LOOK NICER AND RUN A SMALL TV ADD ABOUT TRASH LOOKS GRASS AND WILL TURN PEOPLE AWAY HAVE LADY THAT GIVES PARKING TICKET GIVE YOU ONE FOR LITTERING WILL BRING MONEY DOWN TOWN
- 2) IF YOU DO MORE TV ADD AND IN NEWS PAPER ABOUT WHAT IS GOING ON DOWNTOWN OR IN CITY MIGHT GET MORE TO COME SOME PEOPLE DONT HAVE FATE BOOK OR COMPUTER BUT READ PAPER + WATCH TV.
- 3) HAVE MORE THINGS FOR SENIORS TO DO IN CITY NOT JUST AT CENTER IF YOU DO MORE WOULD COME AND SUPPORT OUR CITY. DECORATE WHAY DIFFERENT CALENDAR DAY COME UP.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

TRAINED IN COLOR TO MATCH WHEN PAINTING, COMPUTER REBUILDING FISHING CONTEST FOR KIDS

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: KEEP SHERMAN BUTIFUL / TOURISM

Statement of Intent

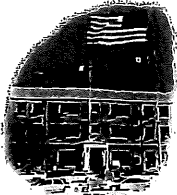
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Ronald Engelke

Date: 11-9-18

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: RAJENDRA WAGLE

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Park & Recreation Board / Planning & Zoning Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Keep Sherman Beautiful

Personal Information

Occupational Information

Home Address: 910 CORMORANT DR Sherman, TX 75091
Mailing Address: 910 CORMORANT DR " "
Telephone: 903-815-1373 Fax: _____
E-Mail: rajewag@gmail.com
Sherman Resident for 9 years County: Grayson
Drivers License No.: 33713885
Voter Registration No.: 2000854568 ✓

Business Name: Legg's Law
Occupation: owner / Manager
Address: 2916 N. US Hwy 75 Ste #100
Telephone: 903-815-1373 Fax: _____
E-Mail: rajewag@gmail.com

Which Council District do you live in? (see attached map)

Dist. 4 ✓

Prior work experience: (please include dates)

Small Business owner, One million cup sherman organizer,

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School? _____
Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Population studies / ☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

One million cup sherman organizer since 04/01/2018
Demography, Tribhuvan University Nepal

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes- None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

want to make Good place to live in.
Attractive

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) preservation of originality

2) Environmentally friendly without destroying the early structure

3) Make Attractive development

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: 10/17/2018

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called Meeting

Meeting Date: 01/22/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
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23	24	25	26	27	28	29
30						

JULY						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

[illegible][illegible]