CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 21, 2013
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER JOE N. SMITH

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 7, 2013

Proclamations

A.5 PROCLAMATION
"Dr. Martin Luther King, Jr. Day" – January 21, 2013

Public Hearing

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5762
Providing for a Permanent "Stop" Sign at the Intersection of Ricketts Street and Hunt Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

B.2 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number:
(a) 5762

B.3 CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 ** RESOLUTION NO. 5736*
Authorizing Execution of an Encroachment Easement to Texas Instruments Incorporated for the Construction of a Pier Sign over a Water and Sewer Easement in the William Martin Survey, A-765 within the City of Sherman (6412 U.S. Highway 75)

C.2 ** RESOLUTION NO. 5737*
Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Distribution and Collection Miscellaneous Parts and Materials

C.3 ** RESOLUTION NO. 5738*
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

Requests to Advertise

D.1 ** REQUEST TO ADVERTISE*
Magnetic Flow Meters and Related Equipment for Water Production Facilities

D.2 ** REQUEST TO ADVERTISE*
City Right-of-Way and Property Mowing

Other Business

D.3 OTHER BUSINESS
Receive Chief Animal Control Officer Scott Parker's Presentation on Sherman's Volunteer and Adoption Program

D.4 OTHER BUSINESS
Receive Presentation from City Engineer Clay Barnett on the Sherman-Denison Metropolitan Planning Organization's Road Projects

D.5 CITIZEN REQUESTS

D.6 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.7 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Transportation EXcellence for the 21st Century (TEX-21) (1)

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Meals on Wheels of Texoma Board of Directors (1)

D.9 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

Section 551.071(1) Consultation with City Attorney Concerning Pending or Contemplated Litigation:

(a) Receive the City Attorney's Briefing on Pending or Contemplated Litigation

Section 551.071(2) Consultation with 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:

(a) Consult with the City Attorney Regarding Legal Issues with Ordinance Revisions

The Council reconvenes into General Session

F.1 OPEN MEETING

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

F.2 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. A.15

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER JOE N. SMITH

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 7, 2013

STATE OF TEXAS §

January 7, 2013

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, 2013.

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

MEMBERS ABSENT: **NONE.**

<u>CALL TO ORDER</u> — **CALL TO ORDER**

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

<u>APPROVE MINUTES</u> — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of December 3, 2012. Council Member Smith moved to approve the Minutes as presented; Second by Council Member Sofey. All present voted AYE.
MOTION CARRIED.

<u>INTRODUCTION AND PUBLIC HEARING OF ORDINANCES</u>

ORD 5760
TAXICABS

Mayor Wacker introduced Ordinance 5760 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 3149, CODIFIED AS CHAPTER 28 OF THE 1976 EDITION OF THE CODE OF ORDINANCES, AS AMENDED, ENTITLED "TAXICABS"; REPEALING IN ITS ENTIRETY ORDINANCE NO. 4467; AND AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", AT ARTICLE 4.12, ENTITLED "VEHICLES FOR HIRE"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5760.

ORD 5761
SUP FOR
AUTO SALES
(2810 TEXOMA PKWY)

Mayor Wacker introduced Ordinance 5761 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 USED AUTOMOBILE SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT / O-1 (75 & 82) OVERLAY DISTRICT AT 2810 TEXOMA PARKWAY, BEING 5.208 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (RISK FAMILY PARTNERSHIP LTD., OWNERS; BLAIR WEAVER, REPRESENTATIVE; AND CHAD

NORTON, TENANT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5761.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

Ordinance 5760

ORD 5760 TAXICABS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 3149, CODIFIED AS CHAPTER 28 OF THE 1976 EDITION OF THE CODE OF ORDINANCES, AS AMENDED, ENTITLED "TAXICABS"; REPEALING IN ITS ENTIRETY ORDINANCE NO. 4467; AND AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", AT ARTICLE 4.12, ENTITLED "VEHICLES FOR HIRE"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Council Member Smith asked how the ordinance would be enforced. Brandon Shelby, City Attorney, explained that insurance would be enforced the same as it is enforced for any driver, when they are stopped by a police officer.

Enforcement on other aspects of the ordinance will be through citizens reporting a taxicab company that doesn't display the permit or overcharges them. The ordinance will also protect taxicab companies since non-payment of the fare is a violation of the ordinance.

Council Member Smith asked if there was any provision for a rate adjustment if the cost of gasoline increases. Mr. Shelby said the City Council could amend the ordinance to adjust the rate, either at the request of the taxicab companies or if they see a need.

Council Member Johnson asked if there was a minimum amount for the insurance policy that would be required by the City. Mr. Shelby said the commercial insurance doesn't protect the City, it protects the taxicab owners to cover their liability. The taxicab companies can decide on a case by case basis as to what they want to set their liability at.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5760, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 5761

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 USED AUTOMOBILE SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT / O-1 (75 & 82) OVERLAY DISTRICT AT 2810 TEXOMA PARKWAY, BEING 5.208 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (RISK FAMILY PARTNERSHIP LTD., OWNERS; BLAIR WEAVER, REPRESENTATIVE; AND CHAD NORTON, TENANT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

ORD 5761
SUP FOR
AUTO SALES
(2810 TEXOMA PKWY)

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 5761, as presented. Second by Council Member Johnson.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Wacker had a request to remove Item D-5 entitled "Final Plat Approval of Creed Canyon Addition, being 11.11 acres in the John Jennings Survey, Abstract No. 647" from the Consent Agenda, for consideration in its regular order of business.

Council Member Howeth moved to approve the Consent Agenda, with the exception of Item D-5, which will be considered in its regular order of business. Second by Council Member Plyler. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5733 – RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2013 (CITY OF SHERMAN PROJECT); APPROVING THE ISSUANCE THEREOF, THE NOTICE OF SALE PREPARED IN CONNECTION WITH THE PUBLIC OFFERING OF THE BONDS, AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY THE AUTHORITY FOR THE BENEFIT OF THE CITY

RES 5733
GTUA REVENUE
BONDS
WASTEWATER
IMPROVEMENT
PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2013 (CITY OF SHERMAN PROJECT); APPROVING THE ISSUANCE THEREOF, THE NOTICE OF SALE PREPARED IN CONNECTION WITH THE PUBLIC OFFERING OF THE BONDS, AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY THE AUTHORITY FOR THE BENEFIT OF THE CITY.

Jerry Chapman, Greater Texoma Utility Authority, General Manager, briefed the City Council on the issuance of

Revenue Bonds for the Wastewater Improvement Project. The $3,720,000 bonds will be used for projects identified in the 2013 Capital Improvement Program.

The public bid offering was held on December 13, 2012 and they received six bids from ten different companies. The bids ranged from 2.83% to 3.32%. The lowest bid of 2.83% was received from First Southwest. Mr. Chapman said this was the lowest unsubsidized bid they have ever gotten for a City of Sherman bond series, and represents a good value. If the bonds were sold today, it would be about 2.97%.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 5733, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

RES 5734
S.H. 289 WATER MAIN

<u>RESOLUTION NO. 5734 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR THE S.H. 289 WATER MAIN CONSTRUCTION</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR THE S.H. 289 WATER MAIN CONSTRUCTION.

ACTION TAKEN.

Motion by Council Member Softly to approve Resolution No. 5734, as presented. Second by Council Member Sofey.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

RES 5735
WATER WELL
REPAIRS

<u>RESOLUTION NO. 5735 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE SHEPHERD DRIVE #1 WOODBINE WELL REPAIRS</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE SHEPHERD DRIVE #1 WOODBINE WELL REPAIRS.
CONSENT AGENDA.

CHANGE ORDER
SURFACE WATER
DISTRIBUTION
PIPELINE

<u>CHANGE ORDER NO. 1</u>
<u>SURFACE WATER DISTRIBUTION PIPELINE EAST, SCHEDULE “A”; W. BROWN ENTERPRISES, INC.; $1,980.00, INCREASE</u>

The City Council approved Change Order No. 1 for the Surface Water Distribution Pipeline East, Schedule “A”, which is the second feed for the Water Treatment Plant.

The location of the ATMOS high pressure gas pipeline required that the water main be deepened and extended across the gas pipeline to prevent future construction conflicts.

The change order results in an increase of $1,980 to the contract amount, yielding a revised contract cost of $765,912.50.
CONSENT AGENDA.

OTHER BUSINESS
CLOSE STREETS FOR MLK PARADE

<u>OTHER BUSINESS</u>
<u>CONSIDER REQUEST OF THE NEIGHBORHOOD RECREATIONAL COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR A MARTIN LUTHER KING, JR. PARADE ON MONDAY, JANUARY 21, 2013</u>
The City Council approved the request of the Neighborhood Recreational Committee to close portions of Travis, Brockett, and East Streets for the Martin Luther King, Jr. Parade on Monday, January 21, 2013.

The Committee has also requested that participants be allowed to line up for the parade behind the Sherman Public Library at Walnut and Mulberry Streets. The parade will begin at 9:00 a.m. and will require traffic control assistance and barricades from the City.
CONSENT AGENDA.

SEDCO QUARTERLY PROGRESS REPORT

<u>RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD CHAIRMAN DEAN GILBERT, JR. AND SEDCO PRESIDENT SCOTT CONNELL</u>
Dean Gilbert, Jr., Sherman Economic Development Corporation Board Chairman, thanked the City Council for their support of SEDCO and introduced Scott Connell, Board President, to give the quarterly progress report.

Mr. Connell also thanked the City Council and the citizens for their support of SEDCO's efforts. SEDCO is supported by a three-eighths cent sales tax for economic development and he felt their receipts had been good this year.

During the last three months, Panda Power Funds had a groundbreaking in November 2012. Construction continues to move forward on the project and there will be a "major ramp up" during the Spring for both construction and jobs. He urged anyone interested in employment at the plant to contact Workforce Solutions Texoma. Easements are also being acquired for both gas and electric feeds to and from the plant.

SEDCO has also recently supported two companies, including Eco Green Recycling, which is a plastics recycling facility that will be located on Gibbons Road in Southmayd. The company will use the latest technologies to sort, dry, and sanitize post consumer plastics. SEDCO partnered with

the City of Southmayd to provide incentives for the company. He added that SEDCO's incentives are tied directly to the jobs. The company plans to hire 65 people.

SEDCO also entered into a performance agreement with Presco Polymers, Inc. to acquire more than $418,000 in new production equipment. They have agreed to maintain their current work force at 153 positions.

Mr. Connell said there have been many projects during the past few years and SEDCO continues to work with them as they progress in their projects both with investments and job creation. These companies include Sunny Delight, Progress Rail, Titan UTV, Bacc Coffee, GlobiTech, Actitech and Austin College.

SEDCO has also launched a Business Retention Program to meet with local employers to stay connected with the facility managers and offer assistance on challenges or expansion opportunities.

Moving forward, Mr. Connell said SEDCO will be working with commercial real estate groups in the Dallas-Fort Worth area, and he felt this would be a significant opportunity to find new projects and for them to be aware of Sherman's resources and market.

They are also working to develop a detailed proposal for a consultant to help with the planning process for the Sherman Youth Center. SEDCO is working on the infrastructure process with Progress Park, including talking to adjacent land owners to make sure their plans match with the other land owner's investment plans. This will be an attempt to manage the area well and coordinate development to facilitate a successful long term investment.

ENVIRONMENTAL CODE COMPLIANCE PROGRAM

<u>RECEIVE PRESENTATION FROM CITY ENGINEER CLAY BARNETT ON THE CITY OF SHERMAN'S ENVIRONMENTAL CODE COMPLIANCE PROGRAM</u>
Mayor Wacker said over the past year there has been discussion from the Council Members about the need to address the code and compliance issues within the City. This will give the staff a chance to outline the concerns and needs that need to be addressed by the City Council concerning enforcement or a revision of the ordinances.

Clay Barnett, City Engineer, presented an overview of the Environmental Code Compliance Program and outlined the process that is involved. Most calls initially come from the Action 300 telephone line. Last year the City received 2,376 calls or five calls per day per each inspector.

The process includes property inspections, property research, notifications by letter, and possibly court hearings, along with the proper waiting period. Nine out of 10 of the complaints are actual violations. Last year 2,120

notices of violations were mailed out. Mr. Barnett added that the majority of the violations are on unoccupied property and must be abated by the City. Last year 170 properties were abated at a cost of $30,000.

Occupied properties receive a citation and are summoned to court. Last year there were 26 court cases, with ten being "no shows." This can result in a "failure to appear" violation. This full process takes about three months to complete.

Mr. Barnett said logging in of the Action 300 calls was recently moved to the Engineering Department, as was the Storm Water Management Plan. This move should help the Environmental Code Enforcement staff be more proactive instead of only reacting on a complaint basis.

He introduced Andreas Liss and Sheila Renner, the two Environmental Code Enforcement Officers. They are licensed by the State of Texas and receive continuing education and are very professional, doing a very difficult job.

George Olson, City Manager, reiterated that the Environmental Code Enforcement Office receives five calls per day for each officer. This is everyday and is never ending. They also receive may other calls besides the Action 300 calls. He added that it is a resource issue, and the ultimate goal is for people to take care of their own property. Mayor Wacker added that many calls are also health and safety issues for citizens and need to be addressed.

APPROVE FINAL PLAT CREED CANYON ADDITION (N. TRAVIS & CANYON GROVE RD)

FINAL PLAT APPROVAL OF CREED CANYON ADDITION, BEING 11.11 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647; CREED CANYON PARTNERS, LTD., OWNERS; MATTHEW LOONEY, REPRESENTATIVE; VILBIG & ASSOCIATES, PLLC, ENGINEERS/SURVEYORS; AND SARTIN & ASSOCIATES, INC., SURVEYORS (4000-4200 BLOCKS OF NORTH TRAVIS STREET AND 100-200 BLOCKS OF EAST CANYON GROVE ROAD)
Item D-5 was removed from the Consent Agenda for consideration in its regular order of business.

The City Council considered the Final Plat of the Creed Canyon Addition, located in the 4000 to 4200 blocks of North Travis Street and the 100 to 200 blocks of East Canyon Grove Road. The 11.11 acre tract is located in the John Jennings Survey, Abstract No. 647.

The owners of the property would like to divide the tract into two lots for multi-family residential and commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.

ACTION TAKEN.

Motion by Council Member Smith to approve the Final Plat of the Creed Canyon Addition, as presented. Second by Council Member Sofey.

VOTING AYE: Howeth, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
ABSTAIN: Johnson.
MOTION CARRIED.

<u>CITIZENS REQUESTS</u> **CITIZEN'S REQUESTS**

There were no citizen's requests.

<u>MEDIA QUESTIONS</u> **MEDIA QUESTIONS**

There were no media questions.

<u>APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS</u>

<u>LIBRARY BOARD (3)</u> **LIBRARY BOARD**

ACTION TAKEN.

Motion by Council Member Smith to appoint John "Nick" Keating, John West, and Judith Sloan to the Library Board for terms from January 8, 2013 to January 8, 2016. Second by Council Member Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.
VOTING NAY: None.
MOTION CARRIED.

<u>COUNCIL COMMENTS</u>

<u>HAPPY NEW YEAR</u> **HAPPY NEW YEAR**

Council Member Sofey wished everyone a Happy New Year and said "Go Irish."

<u>EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)</u> **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:** **RECEIVE THE CITY ATTORNEY'S BRIEFING ON PENDING LITIGATION**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:37 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:03 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

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

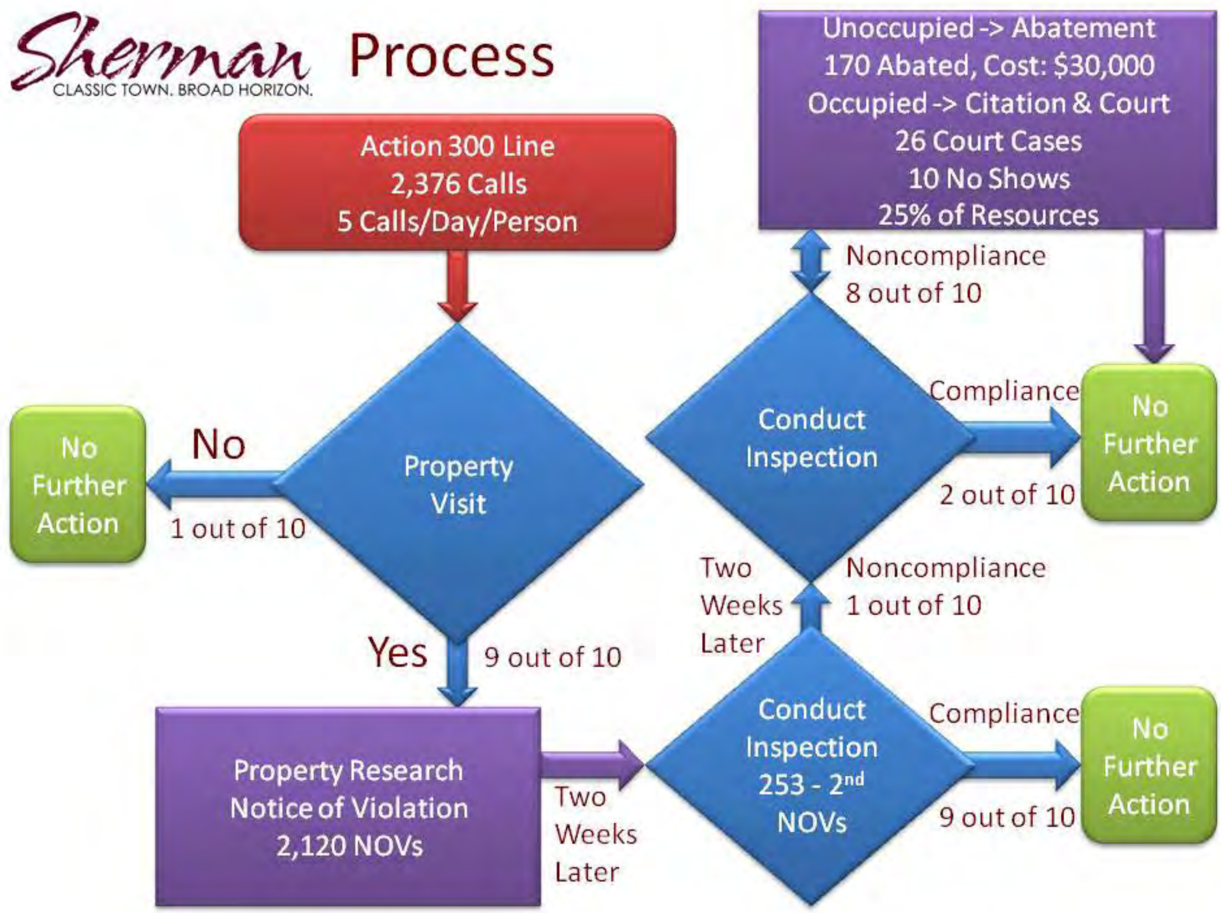
ADJOURNMENT

MAYOR

CITY CLERK

Environmental Code

January 7, 2013


Sherman
CLASSIC TOWN. BROAD HORIZON.
Process
Action 300 Line
2,376 Calls
5 Calls/Day/Person
Property Visit
No
1 out of 10
No Further Action
Yes
9 out of 10
Property Research
Notice of Violation
2,120 NOVs
Two Weeks Later
Conduct Inspection
253 - 2nd NOVs
Compliance
9 out of 10
No Further Action
Two Weeks Later
Noncompliance
1 out of 10
Conduct Inspection
Compliance
2 out of 10
No Further Action
Noncompliance
8 out of 10
Unoccupied -> Abatement
170 Abated, Cost: $30,000
Occupied -> Citation & Court
26 Court Cases
10 No Shows
25% of Resources

Sherman Notice of Violation

CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
CODE ENFORCEMENT
PO Box 1106
Sherman, TX 75091-1106
(903) 892-7122

NOTICE OF CODE ORDINANCE VIOLATION

Violation #: 33516

Date of Notice: October 31, 2012

OCCUPANT
[redacted]

LOCATION OF PROPERTY: [redacted] **- Sherman TX**
PARCEL ID: [redacted]

A recent inspection of the above listed property indicated the following condition(s) exist in violation of the City of Sherman Code of Ordinances;

_X_ Section 6.05.002(a): Accumulation of Trash/Junk/Debris, Outside Storage, Stagnant Water, or Unsightly or Objectionable material or items on property.

_X_ Section 6.05.001(a): High Grass/Weeds/Vegetation over 12 inches is prohibited.

____ Section 3.06.002(b): It is a violation to occupy a structure without water and solid waste service.

____ Sec. 13.06.042(b): Garbage/Recycle containers shall not be left at the curb except on days of pickup.

____ Section 3.11.001: Property Street Number Required on Property as to be plainly seen from roadway.

____ Section 12.04.008(c & d): It is unlawful for any person to park, stand or drive any motor vehicle on any surface other than asphalt, concrete or a porous driveway. It is also unlawful for a vehicle to park on or across public sidewalks, easements or right of ways.

Other:

Specifics: TRASH/JUNK/DEBRIS/ HIGH GRASS & WEEDS

INSPECTOR WILL PERFORM A FOLLOW UP INSPECTION ON THIS PROPERTY ON:
NOVEMBER 12, 2012

CITY OF SHERMAN
CODE ENFORCEMENT
PO Box 1106
Sherman, TX 75091-1106
(903) 892-7122

NOTICE OF CODE ORDINANCE VIOLATION

Violation #: 33697

Date of Notice: November 16, 2012

[redacted]

LOCATION OF PROPERTY: [redacted] **- Sherman TX**
PARCEL ID: [redacted]

A recent inspection of the above listed property indicated the following condition(s) exist in violation of the City of Sherman Code of Ordinances;

_X_ Section 6.05.002(a): Accumulation of Trash/Junk/Debris, Outside Storage, Stagnant Water, or Unsightly or Objectionable material or items on property.

_X_ Section 6.05.001(a): High Grass/Weeds/Vegetation over 12 inches is prohibited.

____ Section 3.06.002(b): It is a violation to occupy a structure without water and solid waste service.

____ Sec. 13.06.042(b): Garbage/Recycle containers shall not be left at the curb except on days of pickup.

____ Section 3.11.001: Property Street Number Required on Property as to be plainly seen from roadway.

____ Section 12.04.008(c & d): It is unlawful for any person to park, stand or drive any motor vehicle on any surface other than asphalt, concrete or a porous driveway. It is also unlawful for a vehicle to park on or across public sidewalks, easements or right of ways.

Other:

Specifics: TRASH/JUNK/DEBRIS/ HIGH GRASS

FINAL NOTICE. NO OTHER NOTICE WILL BE MAILED. A CITATION WILL BE ISSUED EVERY DAY FOR EACH OFFENSE.

INSPECTOR WILL PERFORM A FOLLOW UP INSPECTION ON THIS PROPERTY ON:
11/26/2012

Sherman Timeline – January 2013

CLASSIC TOWN. BROAD HORIZON.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8 Call on Action 300	9	10 Investigate 1st NOV	11	12
13	14	15	16	17	18	19
20	21	22	23	24 Conduct Inspection 2nd NOV	25	26
27	28	29 They Receive 2nd NOV; Start of 2 Weeks	30	31		

Sherman Timeline – February 2013

CLASSIC TOWN. BROAD HORIZON.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12 Conduct 3rd Inspection; Issue Summons to Appear	13	14	15	16
17	18	19	20	21	22	23
24	25	26 Contact Courts to set a court date	27	28		

Sherman
CLASSIC TOWN. BROAD HORIZON.

Timeline – March 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26 Approximate Court Date	27	28	29	30

Sherman Timeline – April 2013

CLASSIC TOWN. BROAD HORIZON.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Start Date: January 8, 2012	6	7	8	9
10	11	12 Court Appointed Date to Have Property Brought to Code	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

Efficiency Improvements

- Moved Action 300 logging to Engineering.
- Moved the Storm Water Management Plan to Engineering.
- Will allow us to look further in the area surrounding the complaint.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Questions

Clay Barnett	Andreas Liss	Sheila Renner
City Engineer	Environmental Code Insp.	Code Enforcement Officer
(903) 892-4547	(903) 892-7077	(903) 892-7122
clayb@ci.sherman.tx.us	andreasl@ci.sherman.tx.us	sheilar@ci.sherman.tx.us

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. A.5

PROCLAMATION
"Dr. Martin Luther King, Jr. Day" – January 21, 2013

Issue
To present a proclamation designating Monday, January 21, 2013 as "Dr. Martin Luther King, Jr. Day"

Background
Each year, local organizations in the community sponsor events to celebrate Dr. Martin Luther King, Jr. Day.

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

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming Monday, January 21, 2013 as "Dr. Martin Luther King, Jr. Day".

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Dr. Martin Luther King, Jr. Day" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, Dr. Martin Luther King, Jr., clergyman and civil rights leader, worked by peaceful means to bring about social, political and economic equality for all Americans, and

WHEREAS, through many nonviolent demonstrations and marches, Dr. King was able to gain support for the struggle for equality, and

WHEREAS, in honor of Dr. King's efforts, a national holiday has been set aside to honor this great man and his accomplishments, and

WHEREAS, local organizations in Sherman sponsor several events to honor Dr. King and to recognize his accomplishments and the changes that are a result of his work.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January 21, 2013

DR. MARTIN LUTHER KING, JR. DAY

in the City of Sherman and encourage all citizens to remember this great man and his contributions to the freedom that all persons of our nation enjoy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 21st day of January, 2013.

____
Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5762
Providing for a Permanent "Stop" Sign at the Intersection of Ricketts Street and Hunt Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue
To consider introducing, seeking public input on, and adopting an ordinance providing for a permanent "Stop" sign at the intersection of Ricketts Street and Hunt Street, stopping eastbound traffic on Hunt Street

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

Origination
Citizen request and City Engineer

Financial Consideration
The City's cost for installing the sign, totaling approximately $340.00 (time and materials)

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

Alternatives
As directed by the Council

Attachments
Ordinance No. 5762
Exhibit (Location Map)

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

ORDINANCE NO. 5762

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

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

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

> At the intersection of Ricketts Street and Hunt Street, stopping eastbound traffic on Hunt Street, as shown by the exhibit attached hereto and incorporated herein for all purposes.

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

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

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

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

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

INTRODUCED on this the _____________ day of _________________, 2013.

ADOPTED on this the ________________ day of _________________, 2013.

EFFECTIVE DATE on this the _________ day of _________________, 2013.

CITY OF SHERMAN, TEXAS

BY: ____________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.
Engineering Department

Stop Sign at Hunt and Ricketts

80 40 0 80 Feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5762

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5762
Providing for a Permanent “Stop” Sign at the Intersection of Ricketts Street and Hunt Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. B.3

CONSENT AGENDA

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

C.1 **** RESOLUTION NO. 5736***
Authorizing Execution of an Encroachment Easement to Texas Instruments Incorporated for the Construction of a Pier Sign over a Water and Sewer Easement in the William Martin Survey, A-765 within the City of Sherman (6412 U.S. Highway 75)

C.2 **** RESOLUTION NO. 5737***
Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Distribution and Collection Miscellaneous Parts and Materials

C.3 **** RESOLUTION NO. 5738***
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

D.1 **** REQUEST TO ADVERTISE***
Magnetic Flow Meters and Related Equipment for Water Production Facilities

D.2 **** REQUEST TO ADVERTISE***
City Right-of-Way and Property Mowing

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. C.1

**** RESOLUTION NO. 5736***

Authorizing Execution of an Encroachment Easement to Texas Instruments Incorporated for the Construction of a Pier Sign over a Water and Sewer Easement in the William Martin Survey, A-765 within the City of Sherman (6412 U.S. Highway 75)

Issue

To consider granting an encroachment into the water and sewer easement located at 6412 U.S. Highway 75

Background

The owner of the property located at 6412 U.S. Highway 75 proposes to construct a pier sign; the aerial section of the sign would encroach into an existing 20' water and sewer easement. The City has utilities in the referenced easement.

Origination

Texas Instruments Incorporated

Financial Consideration

None

Staff Recommendation

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

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5736
Encroachment Easement
Citizen Request
Location Map

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO TEXAS INSTRUMENTS INCORPORATED FOR THE CONSTRUCTION OF A PIER SIGN OVER A WATER AND SEWER EASEMENT IN THE WILLIAM MARTIN SURVEY, A-765 WITHIN THE CITY OF SHERMAN (6412 U.S. HIGHWAY 75); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Texas Instruments Incorporated in substantially the same form as presented at this meeting, for the construction of a pier sign over a Water and Sewer Easement in the William Martin Survey, A-765 (6412 U.S. Highway 75), in accordance with the encroachment easement document and location map approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

<u>ENCROACHMENT EASEMENT</u>

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS ($1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **Texas Instruments Incorporated** of Sherman, Texas, hereinafter called "GRANTEE", an encroachment easement to construct a pier sign within a utility easement in the William Martin Survey, A-765 and known as 6412 U.S. Highway 75, as shown on the location map marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the limited purpose of constructing a pier sign within the herein described encroachment area. As shown on the attached exhibit the aerial encroachment will encroach 5.5 feet into the City of Sherman Water and Sewer Easement. GRANTEE agrees that all maintenance of the pier sign and related equipment shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

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

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of the monument sign and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the __________ day of ________________________, A.D., 2013.

CITY OF SHERMAN, TEXAS

BY: ________________________________
GEORGE OLSON,
CITY MANAGER

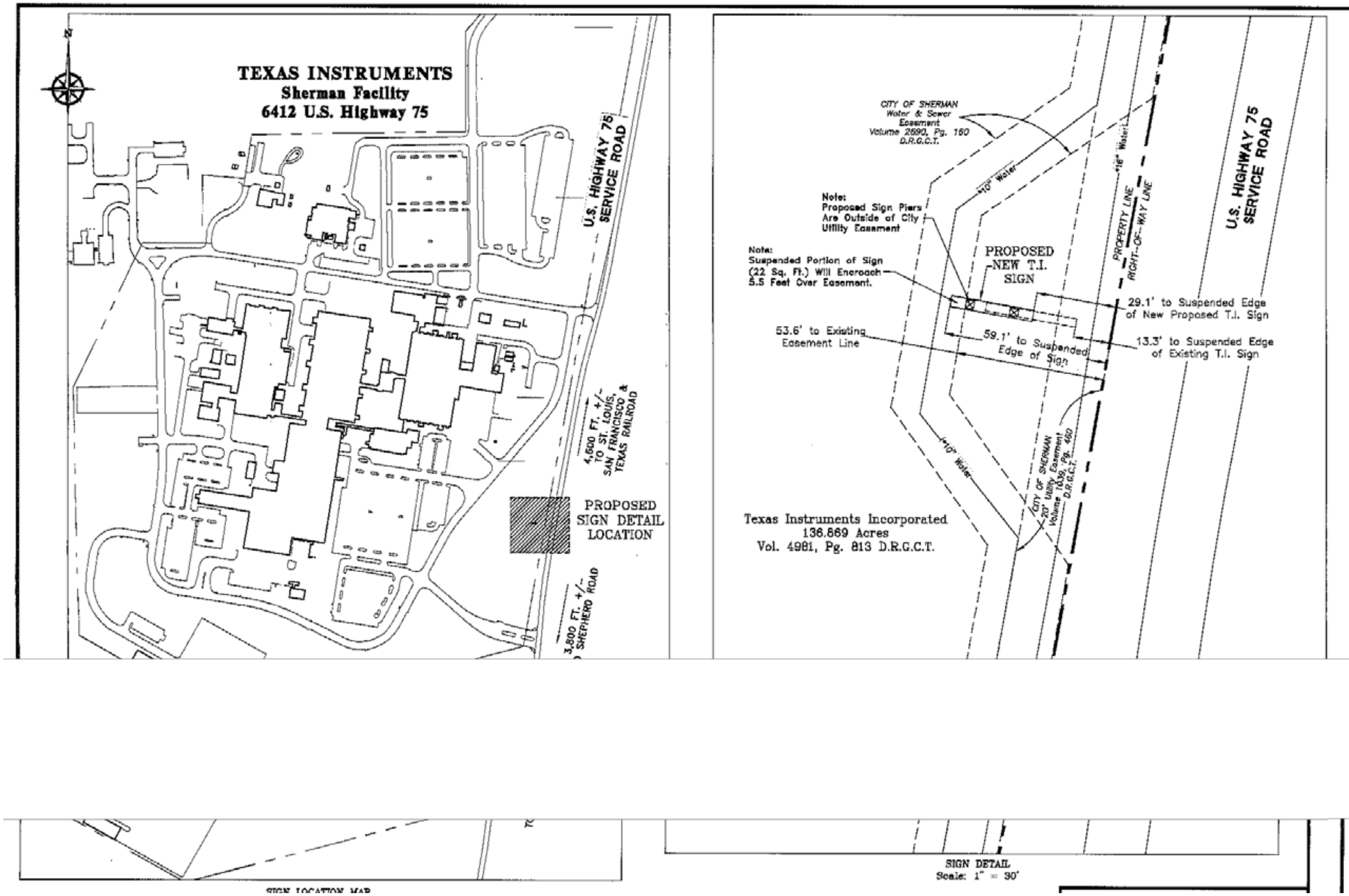
THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **GEORGE OLSON**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _______________ day of **___________________________**, A.D., 2013.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Exhibit "A"


TEXAS INSTRUMENTS
Sherman Facility
6412 U.S. Highway 75
U.S. HIGHWAY 75 SERVICE ROAD
4,600 FT. +/- TO ST. LOUIS, SAN FRANCISCO & TEXAS RAILROAD
PROPOSED SIGN DETAIL LOCATION
3,800 FT. +/- SHEPHERD ROAD
CITY OF SHERMAN Water & Sewer Easement Volume 2590, Pg. 150 D.R.G.C.T.
Note: Proposed Sign Piers Are Outside of City Utility Easement
Note: Suspended Portion of Sign (22 Sq. Ft.) Will Encroach 5.5 Feet Over Easement.
PROPOSED NEW T.I. SIGN
PROPERTY LINE
RIGHT-OF-WAY LINE
U.S. HIGHWAY 75 SERVICE ROAD
29.1' to Suspended Edge of New Proposed T.I. Sign
53.6' to Existing Easement Line
59.1' to Suspended Edge of Sign
13.3' to Suspended Edge of Existing T.I. Sign
Texas Instruments Incorporated
136.869 Acres
Vol. 4981, Pg. 813 D.R.G.C.T.
SIGN DETAIL
Scale: 1" = 30'

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
COMPUTER AIDED DESIGN & DRAFTING

January 9, 2013

City of Sherman
Engineering Department
220 W. Mulberry
P.O. Box 1106
Sherman, Texas 75091

RE: Texas Instruments, Sherman Campus – Easement For Sign Encroachment Request.

Texas Instruments Incorporated is the owner of property and an operating facility located at 6412 U.S. Highway 75, Sherman, Texas. Ringley & Associates, Inc is representing the owner in this formal request for an aerial encroachment easement for a new and more modern pier sign to be placed upon their facility grounds. The existing pier sign has been in place since the facility was built in 1966. That current sign is located 13 feet West of the property and West right-of-way line of U.S. Highway 75 and approximately 3,800 feet North of Shepherd Road.

There is two (2) existing easements in the area of the current sign. In 1965, Texas Instruments Incorporated granted the City of Sherman a 20' wide Utility Easement (Volume 1039, Page 460) that lies on the East side of the sign and adjacent to the property line. Later in 1998, Texas Instruments Incorporated granted to the City of Sherman, a 20' wide Water & Sewer Easement (Volume 2690, Page 160), adjacent to the 1965 easement. The 1998 easement detoured around the West side of the existing sign and created an island of land for which the current sign is located.

Texas Instruments Incorporated proposes to place the new sign in the same location as the old existing sign and move it back (Westerly) so that the leading edge of the suspended sign will be 29 feet from the property line instead of the current 13.3 feet. This new location will cause only the suspended section of the sign to encroach 5.5 feet into the 1998 Water & Sewer Easement while the piers are situated outside of the easement. We have included a site plan showing the existing sign, the proposed new sign and the dimensional relationship to the easements and right-of-way/property line.

Thank you for your time and consideration in this matter. If you have any questions, please contact me at 972-542-1266.

Regards,

Lawrence H. Ringley, R.P.L.S.
Representative of Texas Instruments Incorporation

701 S. TENNESSEE ST. • McKINNEY, TEXAS 75069 • (972) 542-1266

Sherman
CLASSIC TOWN, BROAD HORIZON.
Engineering Department

Texas Instruments Sign

690 345 0 690 Feet

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SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5737***

Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Distribution and Collection Miscellaneous Parts and Materials

Issue

To consider an award of bid for the City's annual contract for water and sewer parts/supplies to Morrison Supply Company, Inc.

Background

Water and sewer piping supplies and parts are used in the maintenance of the City's water and sewer systems. The new annual supply contract was publicly advertised and three bids were received on December 19, 2012, as noted in the attached bid tabulation. The low bidder was Morrison Supply Company, Inc. of Sherman, Texas.

Origination

Department of Utilities Administration

Financial Consideration

Funds are budgeted in Distribution Services and Inflow/Infiltration Cost Centers for the needed parts and supplies, the total budget of which is about $551,000. Although the low bid totals about $1.2 million, only the budgeted amount will be spent on these items. The bid totals are higher than budget because maximum anticipated unit quantities were used to total the bids.

Staff Recommendation

It is recommended that the City Council award the contract to the low bidder, Morrison Supply Company, Inc., based on their bid of $1,219,688.29, and authorize the City Manager to execute the contract documents.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5737
Contract
Bid Tabulation

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER DISTRIBUTION AND COLLECTION MISCELLANEOUS PARTS AND MATERIALS; 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 Morrison Supply Company, Inc. of Sherman, Texas, is hereby awarded the bid in the total amount of One Million Two Hundred Nineteen Thousand Six Hundred Eighty-Eight Dollars and Twenty-Nine Cents ($1,219,688.29) for an annual supply of water and sewer distribution and collection miscellaneous parts and materials; 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 a contract for said purchase, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________ **BY:** ____________________________________

LINDA ASHBY, CITY CLERK **CAROLYN S. WACKER, 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:

MORRISON SUPPLY CO.

Name

DEREK HICKS

Address

1119 FRISCO RD.

City, State, Zip

SHERMAN, TEXAS 75090

Telephone

903-893-6541

Email

DHICKS@MORSCO.COM

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:

WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

[CHECK ONE:]

_____ 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 hereinbelow. 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.

____

Date of Delivery

OR

__X__ 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. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

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 order after each delivery. Invoices shall indicate the purchase order number if applicable, 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 with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.

5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth by written designation of the 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 warranties that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of

a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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

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

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

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

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

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

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties 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.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by its City Manager and attested by its City Clerk, effective the ___________ day of __________, 2012.

SELLER:

BY: Derek Hicks
(Signature)

NAME: DEREK HICKS

TITLE: BRANCH MANAGER

ADDRESS:
1119 FRISCO RD.
SHERMAN, TEXAS 75090

ATTEST:

BY: ______________________

LINDA ASHBY, CITY CLERK

BY: ______________________
BRANDON SHELBY, CITY ATTORNEY

BUYER:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON
CITY MANAGER

220 W MULBERRY
SHERMAN, TX 750901

Water and Sewer Supplies & Parts
Bid Opening: 10:00 am 12/19/2012

some items are unavailable

Page	Description	Morrison Supply	Fortiline	HD Supply	Morrison Supply-no lead
2	***Flanged x MJ Gate Valve****	***$ 60,075.58***	***$ 64,725.00***	$ 66,958.00	
2	MJ Gate Valves	$ 86,088.87	$ 92,500.00	$ 93,719.00	
2	Flange X Flange Gate Valve	$ 63,666.54	$ 67,430.00	$ 68,688.00	
2	Flange Bolts & Gaskets Stainless Steel	$ 3,127.00	$ 1,655.00	$ 1,778.75	
4	MJ X MJ Butterfly Valve	$ 10,978.58	$ 10,840.00	$ 11,731.00	
4	***flanged X MJ Butterfly Valve****	***$ 2,499.90***	***$ 2,421.00***	$ 12,202.00	
4	Flanged X Flanged Butterfly Valve	$ 10,978.58	$ 11,207.00	$ 11,731.00	
6	MJ Caps	$ 1,445.49	$ 1,317.02	$ 1,429.50	
6	MJ solid Sleeve	$ 7,762.24	$ 7,412.00	$ 7,999.00	
6	MJ Plugs	$ 1,789.98	$ 1,710.19	$ 1,829.00	
7	MJ Bends	$ 8,232.08	$ 8,105.00	$ 8,535.90	
8	MJ Bends	$ 4,730.00	$ 4,677.00	$ 5,158.60	
9	MJ Reducers	$ 3,354.34	$ 3,268.00	$ 3,324.00	
10	MJ Tee	$ 9,950.72	$ 9,549.00	$ 10,127.00	
10	MJ Tee	$ 14,400.62	$ 14,801.00	$ 15,693.00	
11	MJ Cross	$ 2,680.94	$ 2,542.00	$ 2,763.00	
12	Flange to MJ Adapters	$ 1,775.55	$ 1,690.00	$ 1,825.00	
12	MJ X Flange 90 Adapters	$ 3,044.95	$ 2,880.00	$ 3,126.25	
13	Mega Lug 2000 Series Restraint Glands (for C900 PVC) Sets	$ 19,700.00	$ 20,390.00	$ 20,630.00	
13	Mega Lug 1100 Series Mechanical Joint Accessory Set	$ 16,279.50	$ 15,580.00	$ 18,032.00	
14	Restrainer Clamps	$ 27,602.80	$ 31,680.00	$ 27,385.00	
14	Mechanical Joint Accessory Set	$ 5,133.70	$ 6,142.50	$ 6,702.50	
14	Restraint Gland (for CIP)	$ 12,761.70	$ 26,609.50	$ 18,111.00	
16	Fire Hydrants	$ 166,823.91	$ 175,075.00	$ 193,020.00	
16	Fire Hydrant Extension Kit	$ 5,396.80	$ 8,750.00	$ 7,200.00	
16	Traffic Flange Repair Kit	$ 2,104.20	$ 4,500.00	$ 3,600.00	
16	Maint Valve Repair Kit	$ 5,355.00	$ 1,000.00	$ 5,500.00	
18	Repair Clamps ROMAC-SS1 Stainless Steel or Equal (for D.I. and C900 PVC)	$ 113,892.35	$ 121,307.50	$ 135,090.00	
19	Repair Clamps TOMAC-SS1 Stainless Steel	$ 15,021.48	$ 20,892.00	$ 19,842.00	
21	Stainless Steel Tapping Sleeve	$ 29,988.80	$ 29,946.00	$ 31,186.00	
21	Stainless Steel Tapping Sleeve	$ 8,414.76	$ 7,399.00	$ 8,638.00	MSC No Lead
23	Brass Pipe Fittings	$ 14,324.50	$ 15,732.00	$ 21,173.50	14,975.50
24	Brass Pipe Fittings	$ 34,159.00	$ 38,684.00	$ 45,306.00	37,214.00
25	Brass Pipe Fittings	$ 20,899.25	$ 25,421.30	$ 27,911.25	27,493.50
26	Brass Pipe Fittings	$ 12,487.70	$ 15,655.40	$ 18,478.50	17,151.20
27	Meter Couplings	$ 9,073.00	$ 11,883.00	$ 10,750.00	11,883.00
27	Curb Stops (Full Port)	$ 73,962.90	$ 99,190.50	$ 102,835.70	99,194.20
27	Corporation Stops (Full Port)	$ 46,460.50	$ 61,550.00	$ 69,134.00	63,706.50
28	Copper Tube Type "K"-60' Roll	$ 32,502.00	$ 36,380.00	$ 40,290.00	

29	Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal	$ 61,091.13	$ 62,366.11	$ 64,768.78	
30	Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal and ROMAC Style 101N or Equal	$ 14,870.64	$ 15,158.56	$ 15,600.00	
31	Adjustable Case Iron Valve Box	$ 16,920.00	$ 17,600.00	$ 18,400.00	
31	Valve Box Risers (Cast Iron	$ 2,310.00	$ 2,220.00	$ 3,320.00	
31	Manhole Gaskets	$ 5,052.90	$ 4,982.50	$ 5,630.00	
32	Manhole Ring & Lid 24" x 300 lbs	$ 19,905.00	$ 28,750.00	$ 22,310.00	
32	Manhole Extension Rings (Cast Iron	$ 6,675.80	$ 5,400.00	$ 10,220.00	
32	Meter Boxes	$ 24,457.00	$ 24,650.00	$ 28,287.50	
32	Fiberglass Manholes	$ 7,124.40	$ 7,460.00	$ 8,760.00	
33	PVC Water Pipe	$ 31,538.00	$ 28,173.72	$ 32,998.20	
33	PVC Sewer Pipe	$ 31,905.00	$ 30,850.00	$ 34,734.00	
34	4" SCL.40 Drain Fittings	$ 4,197.00	$ 6,330.00	$ 7,350.00	
34	SCL.40 Pipe	$ 365.41	$ 1,029.00	$ 726.00	
35	4" Sewer Tapping Saddles Predco STS 4-E or Equal	$ 14,601.00	$ 13,791.00	$ 15,600.00	
35	Clay Tile X SDR PVC Adapters Frenco or Equal	$ 12,249.10	$ 12,247.50	$ 13,395.00	
	GRAND TOTAL	**$ 1,222,188.19**	**$ 1,343,505.30**	**$ 1,441,532.93**	**$ 1,282,439.24**
	GRAND TOTAL w/o Unavailable	**$ 1,219,688.29**	**$ 1,341,084.30**	**$ 1,429,330.93**	**$ 1,279,939.34**

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5738***

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

Issue
To consider awarding contracts to multiple vendors for an annual supply of chemicals to be used at the Sherman Water Treatment Plant

Background
In accordance with Texas purchasing laws, the City solicited bids from various chemical vendors for the annual supply of chemicals for our water operations. This year, the City received bids from sixteen (16) vendors. In order to gain maximum benefit for the City, each type of chemical is considered separately for awarding purposes; thus, the staff will recommend awarding contracts to eight (8) different vendors based on the lowest price for each of the commodities. Attached is a summary of the chemical vendors' pricing by commodity.

Origination
Department of Utilities & Engineering

Financial Consideration
Funding is available in the water production budget for fiscal year (FY) 2012-2013 for the purchase of these chemicals.

Staff Recommendation
It is recommended that the Council award the contracts for chemicals to the vendors as identified in the attached pricing summary.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5738
Chemical Bid Tabulation
Standard Contract

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT; 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 bids are hereby awarded to Chemrite, Inc., DPC Industries, Inc., FSTI, Inc., General Chemical Performance Products, LLC, Pencco, Inc., Valley Solvents & Chemicals, ALTIVIA Corporation, and Southwest Chemical Services, Inc. for an annual supply of chemicals to be used at the Sherman Water Treatment Plant in accordance with the City's specifications; 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 of sale with Chemrite, Inc., DPC Industries, Inc., FSTI, Inc., General Chemical Performance Products, LLC, Pencco, Inc., Valley Solvents & Chemicals, ALTIVIA Corporation, and Southwest Chemical Services, Inc. for said annual supply of chemicals to be used at the Sherman Water Treatment Plant, in accordance with the terms and provisions of the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

City of Sherman

Chemical Bid Tabulation

December 19, 2012; 2 PM

Bidder	1 Liquid Chlorine: (150-lb Cylndrs)	2 Liquid Chlorine: (1-Ton Contnrs)	3 Liquid Ammonia,26 Be (29.4 wt%) (Bulk Shipments)	4 Potassium Permanganate Free Flowing (55 lbs Drums)	5 Hydrochloric Acid, 22 °Be (36 wt%) (Bulk Shipment)	6 Sodium Hydroxide, 25 wt% (Bulk Shipment)	7 Aluminum Sulfate (Alum) 50 wt% (Bulk Shipment)	8 Fluorosilicic Acid, 24 wt% (Bulk Shipment)	9 Sodium Chloride, 96wy% Food Grade (100 lb Bags)	10 Liquid Copper Sulfate (55-Gallon Drum)
KA Steel						.818/gal				
Univar USA						.944				
Altivia						1.04	.9615/gal			$416/drum
FSTI					1.38	.788				
Kemira Water - no bid										
Key Chemical								4.62		
Southern Ionics			1.37							
Harcros				3.85	2.015/gal	1.166/gal		3.3825		
General Chemical							.5508			
Airgas			1.17							
Southwest Chemical Svs	$98		1.20	2.94						
Pencco Inc								3.27		
Valley				2.59	1.62	1.05			$21	
DPC Industries	$84	$629				.9681				
Chem-rite				2.54						$434
Geo Specialty Chem							1.3657			
Lonestar Maintenance				4.02			.69		$23	$798.60

CITY OF SHERMAN
STANDARD CONTRACT
Section 30

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:

____

Name

____

Address

____

City, State, Zip

____

Telephone

____

Email

<u>DESCRIPTION OF GOODS</u>

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:

____

____

____

____

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

DURATION: From ________________ to ___________________

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **NSF CERTIFICATION**: All documents, including the bill of lading, shall have the NSF emblem stamp. If NSF is valid, but stamp is unavailable, SELLER shall provide explanation on company letterhead of NSF process and approval. **NSF APPROVAL IS REQUIRED FOR BUYER DELIVERY ACCEPTANCE.**

2. **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 with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

3. **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.

4. **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.

5. **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.

6. **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.

7. **PLACE OF DELIVERY:** The place of delivery shall be the Sherman Water Treatment Plant, 243 La Cima Drive, Sherman, Texas and/or the Sherman Wastewater Treatment Plant located at 1800 East F.M. 1417, Sherman, Texas.

8. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

9. **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.

10. **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.

11. **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.

12. **WARRANTY – PRICE:** 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.

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.

13. **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 warranties 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. Upon written notice by Buyer to Supplier of non-conforming delivered

chemicals which fail to comply with specifications, Seller shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. Buyer shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of Buyer's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant and/or the Sherman Wastewater Treatment Plant at Seller's expense in default of which, Buyer may, at its election, return to Seller non-conforming chemicals delivered to the Buer thirty (30) days from notice to the Seller. In the event of Buyer's return of non-conforming chemicals, Buyer shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from Seller. Buyer is expressly authorized to contract for return in default of Seller's removal of non-conforming chemical supply pursuant to this agreement. Buyer assumes no liability for loss or damage to non-conforming items delivered to Buyer under this provision and Seller agrees to release and hold harmless Buyer from any claim or liability relating to Seller's delivery of non-conforming items pursuant to this contract.

14. **SELLER'S WARRANTY:** Seller expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. Seller further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to Buyer incidental to this Agreement. Buter has no duty to inspect or examine material furnished by Seller under this Agreement. Buyer is entitled to fully rely on material as represented by and specified of Seller under this Agreement.

15. **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.

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

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

17. **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.

18. **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.

19. **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.

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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

EXCUTED this ____________ day of ________________________, ____________.

SELLER:

____
(Signature)

____
(Type/Print Name and Title/Position)

____
(Address)

____
(City,State,Zip)

ATTEST:

BY: ______________________________
GEORGE OLSON,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

APPROVED:

BY: ______________________________
BRANDON SHELBY
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
Magnetic Flow Meters and Related Equipment for Water Production Facilities

Issue
Consider a request to advertise for a bid for magnetic flow meters throughout the City's Water Production Facilities

Background
The current Capital Improvement Program (CIP) contains a project to upgrade meters and the telemetry system in the water production area. The metering equipment at the City's wells and pump stations has reached the end of its useful life and must be replaced. Magnetic flow meters will be utilized to replace existing turbine meters throughout the water production facilities. The replacement meters will improve efficiency and optimize revenues for the water production facilities.

Origination
Department of Utilities Administration

Financial Consideration
Funds for the improvements are available in the Utility Services CIP. Costs for advertising are expected to be less than $200.00.

Staff Recommendation
It is recommended that the City Council approve this request to advertise for upgraded meters and telemetry equipment.

Alternatives
As may be directed by the City Council

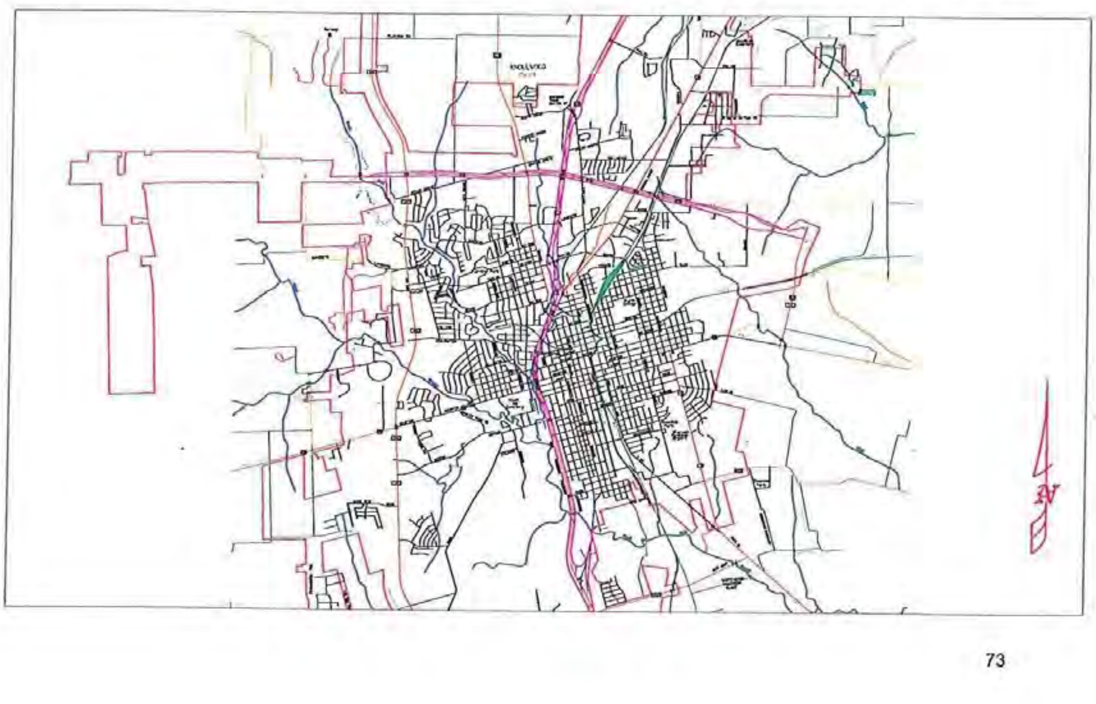
Attachments
CIP Project Sheet

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

PROJECT YEAR: 2012-2013

PROJECT NAME:	Upgrade Metering and Telemetry for Water System
DESCRIPTION:	New meters are proposed for all point of entry and production wells throughout the system. Telemetry system upgrades will allow communication and monitoring of well sites and pump stations.
ESTIMATED COST:	$350,000
ESTIMATED O&M COST:	N/A
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Existing meters do not accurately measure flows. Existing telemetry equipment is obsolete and cannot be repaired.
DEPARTMENT/DIRECTOR:	Director of Engineering and Utilities, Mark Gibson



SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.2

**** REQUEST TO ADVERTISE***
City Right-of-Way and Property Mowing

Issue
Requesting permission to advertise for the annual mowing of certain City street right-of-ways and other City properties

Background
City staff has contracted the mowing of various City-owned properties that are to be mowed on a periodic basis. The previous contract for rough and field mowing expired in 2012. We request permission to advertise for bids on this service again.

Origination
Public Works Department

Financial Consideration
Funding for this service has been allocated in various City departmental budgets for the 2012-2013 fiscal year. Costs for advertising are expected to be less than $400.00.

Staff Recommendation
It is recommended that the Council authorize City staff to advertise for bids for this mowing.

Alternatives
As may be directed by the City Council

Attachments
None

Prepared by:
Don Keene, Public Works Director

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.3

OTHER BUSINESS
Receive Chief Animal Control Officer Scott Parker's Presentation on Sherman's Volunteer and Adoption Program

Issue
Receive presentation on City of Sherman's Animal Shelter Volunteer and Adoption Program

Background
In order to provide the City Council with information and updates about City departments and activities, brief presentations will be given periodically to enhance this knowledge base. This particular presentation by Chief Animal Control Officer Scott Parker focuses on Sherman's Volunteer and Adopt-a-Pet Challenge.

Origination
City Manager

Council Action Requested
This presentation is for information only; and no Council action is needed.

Alternatives
None recommended

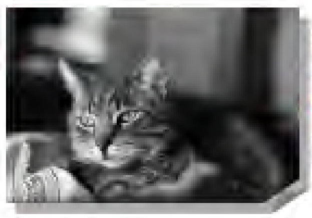
Attachments
Flyer

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

Make a Christmas Gift

to Sherman's Adopt-a-Pet Challenge



Need a holiday gift idea? Honor someone you love with a gift to the Sherman Pet Adoption Fund! Your gift will help a dog or cat find a special home, just in time for the holidays.

All gifts will be matched 1:1 by a generous donor's $5,000 challenge gift, so your donation doubles its impact! 100% of donations go to adoption activities for animals brought to the City of Sherman Animal Shelter. Gift honorees will receive a holiday card notifying them of the donation.

Sherman Adopt-a-Pet Challenge
Sherman Animal Shelter
1800 E. Ida Rd | Sherman, TX 75090

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.4

OTHER BUSINESS
Receive Presentation from City Engineer Clay Barnett
on the Sherman-Denison Metropolitan Planning Organization's Road Projects

Issue
An update on the Sherman-Denison Metropolitan Planning Organization's (MPO) Road Projects located within the City of Sherman

Background
City Engineer Clay Barnett will present a status update on the following MPO Road Projects:
- Texoma Parkway Overlay
- Travis Street Widening/Signals
- Loy Lake Bridge Widening
- FM 691 Widening/Seal Coat
- US 75 Rehabilitation
- US 82 Overlay
- US 75 at FM 1417 Ramp Relocation
- US 75 Frontage Road Weaving Lane
- US 75 Bridge Replacement

Origination
Mayor Cary Wacker

Council Action Requested
This presentation is for information only; and no Council action is needed.

Alternatives
None recommended

Attachments
None

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.5

CITIZEN REQUESTS

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.6

MEDIA QUESTIONS

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.7

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Transportation EXcellence for the 21st Century (TEX-21) (1)

Issue
Former Mayor Bill Magers previously served as a voting member on the Transportation EXcellence for the 21st Century (TEX-21) Board. Council Members should consider appointment of a representative for Sherman to the organization.

Background
TEX-21 was designed to address the expansive and differing needs of Texas' multimodal systems including all modes of transportation in Texas, such as roads and highways, mass transit, aviation, rail, and seaports.

The organization also sponsors the TEX-21 US 75/69 Corridor Task Force, which was created to address the infrastructure and opportunities along U.S. Highway 75 in Texas and U.S. Highway 75/69 in Oklahoma. The Task Force is working to have the corridor, with its southern terminus south of downtown Dallas at Interstate Highway 45 and its northern terminus at its intersection with Interstate Highway 44 in northeast Oklahoma, designated as an Interstate Highway, allowing the corridor to have needed improvements and more attention.

Origination
The appointment originated with TEX-21.

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider an appointment to TEX-21.

Alternatives
The alternative is to delay the appointment.

Attachments
A roster, letter from the Sr. Public Policy Consultant, and the Bylaws are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

TEX-21
Transportation EXcellence for the 21st Century

TRANSPORTATION EXCELLENCE FOR THE 21ST CENTURY

BETTER MOBILITY THROUGH BETTER POLICY

2013 TEX-21 OFFICERS

TIM WELCH, CHAIR
North Richland Hills Councilmember

RONALD JONES, SECRETARY
Garland Mayor

ROSE CANNADAY, TREASURER
Irving Councilmember

KEITH SELF, VICE CHAIR
Collin County Judge

JOHN COOK, VICE CHAIR
El Paso Mayor

ADAN FARIAS, VICE CHAIR
Pharr Mayor Pro Tem

GARY FICKES, VICE CHAIR
Tarrant County Commissioner

PAT MCCOY, VICE CHAIR
Bowie County Commissioner

DAVID BLACKBURN, VICE CHAIR
Temple City Manager

2013 VOTING MEMBERS:

ADDISON * Bruce Arfsten
ALICE * Dorella Elizondo
ALLEN * Peter Vargas
ANNA * Michael Crist
ATOKA, OK * Charles McCall, III
BOWIE COUNTY * Pat McCoy
COLLEYVILLE * Jody Short
COLLIN COUNTY * Keith Self
COPPELL * Karen Hunt
CROCKETT * Wayne Mack
Dallas County * Mike Cantrell
DECATUR * Martin Woodruff
DENISON * Jared Johnson
DENTON * Pete Kamp
DURANT, OK * Jerry Tomlinson
EL PASO * John Cook
FOREST HILL * Jo Pinlo
GARLAND * Ronald Jones
GRANBURY * Mickey Parson
GRAPELAND * George Pierson
GRAYSON COUNTY * Drue Bynum
IRVING * Rose Cannaday
KENNEDALE * John Clark
KILLEEN * George Lueck
MANSFIELD * Stephen Lindsey
MCKINNEY * Brian Loughmiller
MIDLOTHIAN * Bill Houston
MOUNT VERNON * Margaret Sears
NORTH RICHLAND HILLS * Oscar Trevino
PHARR * Adan Farias
RHOME * Chris Moore
RICHARDSON * Laura Maczka
ROCKWALL * Rick Crowley
ROCKWALL COUNTY * David Magness
ROWLETT * Lynda Humble
SHERMAN * Bill Magers
SOUTHLAKE * Pamela Muller
TARRANT COUNTY * Gary Fickes
TEMPLE * David Blackburn
TEXAS AIRPORTS COUNCIL * John Happ
TEXAS CENTRAL HIGH-SPEED RAILWAY
Seth Moulton / Travis Kelly
TITUS COUNTY * Brian Lee
TYLER COUNTY * Martin Nash
WAXAHACHIE * Paul Stevens
WISE COUNTY * Bill McElhaney
WOODVILLE * Mandy Risinger
WYLIE * Mindy Manson

2013 ASSOCIATE MEMBERS:

AAA TEXAS * Anne O'Ryan
BOSC, INC. * Rick Menchaca
HARRISON, WALKER, & HARPER, L.P.
Chip Harper
PARIS EDC * Steve Gilbert

2013 RESOURCE AGENCIES:

ARK-TEX COUNCIL OF GOVERNMENTS
L.D. Williamson
EL PASO METROPOLITAN PLANNING ORGANIZATION * Roy Gilyard
HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION * Andrew Canon
SW ARKANSAS PLANNING & DEVELOPMENT DISTRICT * Renee Dycus
TEXAMERICAS CENTER * BILL CORK
TEXAS SOUTHERN UNIVERSITY
Carroll Robinson
TEXAS TRANSPORTATION INSTITUTE
Dennis Christiansen

DEAN INTERNATIONAL, INC.
PUBLIC POLICY CONSULTANTS
8080 PARK LANE, SUITE 600 • DALLAS, TEXAS 75231
Phone (214) 750-0123 • Fax (214) 750-0124
www.TEX21.net

TEX-21
Transportation EXcellence for the 21st Century

TRANSPORTATION EXCELLENCE FOR THE 21ST CENTURY

BETTER MOBILITY THROUGH BETTER POLICY

November 9, 2012

Mr. George Olson
City Manager
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

RE: City of Sherman's Designee for Transportation EXcellence for the 21st Century (TEX-21)

Dear Mr. Olson:

On behalf of Transportation EXcellence for the 21st Century (TEX-21), we would like to thank the City of Sherman for its continued support and membership to this important grassroots coalition. Without your sustained efforts, we would not have been able to make the strides that we have in the past year.

Because of recent elections, the City of Sherman no longer has a representative on TEX-21. Former Mayor Bill Magers did a fantastic job communicating the transportation and infrastructure needs of the city and Grayson County throughout Texas and the nation.

The City of Sherman has been one of the premiere leaders on the TEX-21 US 75/69 Corridor Task Force. This Task Force was created by TEX-21 members to better the infrastructure and opportunities along United States Highway 75 in Texas and United States Highway 75/69 in Oklahoma. The corridor, with its southern terminus south of downtown Dallas at Interstate Highway 45 and northern terminus at its intersection with Interstate Highway 44 in northeast Oklahoma, is one of the most vital corridors in the region and is a major route for trade and commerce.

The TEX-21 US 75/69 Corridor Task Force is working with numerous entities to have the corridor designated as an Interstate Highway, allowing the corridor to have needed improvements and more attention. Over the past year alone, TEX-21 members (including the City of Sherman) have briefed members of the Texas Legislature, Texas Transportation Commission Commissioners, TxDOT Executive Director Phil Wilson, Oklahoma Department of Transportation Executive Director and Oklahoma Secretary of Transportation Gary Ridley, members of the Texas and Oklahoma Congressional Delegation, and the Administrator of the Federal Highway Administration, Victor Mendez. WE have had joint meetings and are currently working on a joint application for Interstate designation through ODOT and TxDOT.

The City of Sherman has been a remarkable advocate since it joined TEX-21, and we are most grateful for the level of participation and involvement. We respectfully request that a new representative be appointed and the city remains actively involved at the same level.

Throughout the year, TEX-21 has dozens of meetings, including quarterly regional meetings around the State, Corridor Task Force meetings along our three corridors as needed (two or three a year, minimum), quarterly meetings with TxDOT Executive Director Phil Wilson, quarterly meetings with our Legislative Caucus (composed of over 110 members of the Texas Legislature) Staff Workgroup in Austin, and during the upcoming Session of the Texas Legislature, we will meet at least monthly with our State Legislatures during the TEX-21 Legislative Days.

TEX-21 has the following upcoming meetings:

- December 2-5, 2012 - 3rd TEX-21 International Fact Finding Mission to Panama
- December 11, 2012 – TEX-21 IH-30 Corridor Task Force Meeting, Mt. Pleasant, 11:00-2:00
- January 11, 2013 – TEX-21 Quarterly Meeting with TxDOT Executive Director Phil Wilson
- January 11, 2013 – TEX-21 Legislative Caucus Staff Workgroup
- January 16, 2013 – TEX-21 US 75/69 Corridor Task Force Meeting, Durant, Oklahoma

Dean International, Inc., the public policy consultants retained by TEX-21, would be happy to meet with Mayor Wacker, you, and any member of the City Council or City Staff. Also, if you would like, we would be happy to give an activity report at a City Council Meeting or work session.

If we can be of any help to you, please don't hesitate to give me a call. We look forward to our continued efforts bettering the transportation and infrastructure of our great nation.

Sincerely,

Russell Schaffner
Sr. Public Policy Consultant
Dean International, Inc.

TEX-21 BYLAWS

ARTICLE ONE
NAME AND PURPOSE

1.1 Name. The name of this Coalition is Transportation Excellence for the 21st Century (TEX-21).

1.2 Principal Office. The principal office of TEX-21 shall be within the City of Dallas, Texas, or such other city within Texas, as the Executive Committee of TEX-21 may determine to be in the best interest of TEX-21. TEX-21 may have such other offices as the Executive Committee may determine and as the affairs of TEX-21 may require.

1.3 Purpose. TEX-21 is organized as a business league within the meaning of Section 501 (c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), for the purpose of bringing together all regions of the state in a collective effort to improve transportation in Texas. This effort includes strategies to increase investment in transportation infrastructure, improve the planning and management of the state's transportation facilities, and increase the awareness of the importance of transportation to all areas of Texas. TEX-21 is a non-partisan organization. All actions, nominations, resolutions, or any other efforts of TEX-21 shall be performed in a non-partisan manner.

1.4 Structure of TEX-21. TEX-21 shall be (and is) organized as a non-profit corporation of participating public entities and political subdivisions solely for public purposes, and no part of its net income shall accrue to or be paid for the benefit of any private party except in the ordinary course of business and for services rendered or for goods, supplies, or property supplied or furnished to TEX-21 for the benefit of the participants. Private sector individuals, entities, or organizations who are interested in advancing TEX-21 purposes may also join TEX-21 pursuant to membership categories as prescribed by the Executive Committee. All issues coming before TEX-21 shall be decided by the Executive Committee. A majority of Executive Committee members constitutes a quorum. A quorum of Executive Committee members must be present when deciding issues.

ARTICLE TWO

MEMBERS

2.1 Membership.

A. Members. Counties, municipalities, political subdivisions, metropolitan planning organizations, economic development corporations, chambers of commerce, trade and transportation corridors, public transportation service providers, Native American Tribe and other public entities may join TEX-21 as members. Subject to approval by the Executive Committee, and payment of the dues, such entity shall become a member. An entity that is entitled to participate as a member shall designate in writing to TEX-21 one (1) person to represent that member in transacting TEX-21 business. On matters coming before the members for decision, each member shall be entitled to one (1) vote regardless of amount paid for membership. The Executive Committee shall have the discretion to amend the Bylaws with respect to classification of members and voting rights as the Executive Committee may decide from time to time.

B. Associate Members. Private for-profit and not-for-profit corporations as defined by this section of the TEX-21 Bylaws may join TEX-21 as members. Subject to approval by the Executive Committee, and payment of the dues, such entity shall become an associate member. No city, county or any other public entity is eligible to become an associate member. Associate members are eligible for TEX-21 benefits, including participation in all meetings, participation in committees with the exception of the Executive Committee, special task forces, TEX-21 trips, and all other functions and communications. Associate members are not eligible to serve on the TEX-21 Executive Committee and are not entitled to vote on any TEX-21 business.

C. Ex-Officio Member. Individuals who previously served as official representatives of a TEX-21 member city or county that is currently a member in good standing of TEX-21 may join TEX-21 as an Ex-Officio member. Ex-Officio members are eligible for TEX-21 benefits including participation in all meetings, committees, task forces, TEX-21 trips, and all other functions and communications with the exception of participation in the Executive Committee. An Ex-Officio member is not eligible to serve on the TEX-21 Executive Committee and is not entitled to vote on any TEX-21 business.

2.2 Membership Dues. All members shall be required to pay annual membership dues to TEX-21 in such amounts as established from time to time by the Executive Committee. The membership dues owed and payable shall be due within 30 days of the beginning of TEX-21's fiscal year or in the case of a new member immediately as a condition of becoming a member.

The dues shall be set by the Executive Committee, which may make distinctions in the dues payable by members. No member is assuming or agreeing to pay any monetary or other obligation other than to make the contributions provided by this Section 2.2.

Schedule of Membership Dues:

A. The membership dues for a municipality, county, or Native American Tribe shall be based on population according to the schedule below.

Population	Dues
> 500,000	$21,250
200,000 – 499,999	$17,000
100,000 – 199,999	$12,750
50,000 – 99,999	$ 8,500
25,000 – 49,999	$ 4,250
< 24,999	$ 2,125

B. The membership dues for other entities shall be based on gross revenue according to the schedule below.

Gross Revenue	Dues
> $50 M	$25,000
$25 - <$50 M	$20,000
$10 - <$25 M	$15,000
$ 5 - <$10 M	$10,000
$0.5 - <$ 5 M	$ 5,000
< $0.5 M	$ 2,500

For Colleges and Universities of higher education full cash payment of membership dues may be provided by in-kind services (research, writing, etc.) equal in value of up to 100% of the normal, annual membership dues outlined above. All in-kind services proposals must be reviewed, and approved by the corporation's consultant's before in-kind services will be accepted as partial payment of dues.

C. The membership dues for Associate Members shall be determined according to the schedule below:

Associate Members	Dues
For-profit Corporation	$ 5,000
Not-for-profit Corporation	$ 2,500

D. The annual membership dues for an Ex-Officio member shall be $150.

2.3 Term of Membership. The member's membership in TEX-21 shall be effective on and as of the date all of the requirements in Section 2.1 are satisfied and shall continue from year to year, provided that membership requirements are met.

2.4 Annual Meetings of Members. The annual meeting of the members shall be held at a time and place designated by the Chair. Written, printed, or electronic notice stating the place, day and hour of the meeting shall be delivered to each member at the address for such member on the books of TEX-21. TEX-21 shall meet at the call of the Chair and initially once a quarter in a location and at a time as the Chair shall establish after collaboration with members of the Executive Committee.

ARTICLE THREE
EXECUTIVE COMMITTEE

3.1 General Powers. Except as provided by applicable law, in TEX-21's Articles of Incorporation, or in these Bylaws, the business, property and affairs of TEX-21 shall be managed and directed, and all corporate powers of TEX-21 exercised, by or under the direction of the Executive Committee. The Executive Committee may make appropriate delegations of authority to the officers of TEX-21.

3.2 Creation; Classification; Term; Election. The Executive Committee shall consist of the officers of TEX-21, including the Chair, the Vice Chairs, the Secretary, the Treasurer, and the Standing Committee Co-Chairs. The Chair may also create Co-Chairs for task forces. Those Co-Chairs are also members of the Executive Committee. The officers for the 2001-2002 fiscal year shall be composed of current TEX-21 leadership; thereafter, nominations will be made by a three-member nominating committee appointed by the Chair. The term of each officer after the first fiscal year shall be one year. The nominating committee shall make recommendations to the Executive Committee, which will then approve or disapprove of the nominations. Each Executive Committee member shall have one (1) vote on all matters coming before the committee. In the absence of an Executive Committee member, he or she may authorize, in writing, another person to attend a regular or special meeting of the Executive Committee and vote upon any matters presented at that meeting. The Executive Committee, at the call of the Chair, shall meet a minimum of four times during each calendar year at times and places specified by the Chair. The Chair may call special meetings of the Executive Committee at his or her discretion.

3.3 Creation of Standing Committees. TEX-21 hereby creates the following standing committees:

A. Federal Issues Committee (Reference following governing and administrative entities: Office of the President of the United States, United States House and Senate, Federal Judiciary, U.S. Department of Transportation, U.S. Department of Defense, U.S. Department of the Interior, U.S. Department of Homeland Defense, U.S. Environmental Protection Agency and Federal Emergency Management Agency, as their actions may affect transportation in Texas.)

B. State Issues Committee (Reference following governing and administrative entities: Office of the Governor of the State of Texas, State Judiciary, State of Texas House and Senate, Texas Department of Transportation Operations at State, District and Area Office Level, Texas Commission on Environmental Quality, Providers of Interregional Bus Transportation, Intercoastal Canal Operations, and Statewide transportation advocacy organizations, as their actions may affect transportation in Texas).

C. Regional & Local Issues Committee (Reference following governing and administrative entities: City (incorporated), County and Special Districts (such as Road, Utility, etc. located in one county) governments, Metropolitan Planning Organizations, Regional Mobility Authorities, Regional Transit Authorities, Single or Multi-County Toll Road Authorities, Airports and Seaports serving one or more County or City's Transportation needs, Councils of Governments as they affect transportation and regional transportation advocacy groups), Transportation Tollroad Authorities and Local Transportation advocacy groups.

D. Transit Committee (Reference following governing and administrative entities: City (incorporated), County and Special Districts (such as Road, Utility, etc. located in one county) governments, Metropolitan Planning Organizations, Regional

Mobility Authorities, Regional Transit Authorities, Single or Multi-County Toll Road Authorities, Councils of Governments as they affect transportation and regional transportation advocacy groups), Transportation Tollroad Authorities and Local Transportation advocacy groups

E. Public Works Task Force (Reference following governing and administrative entities: City (incorporated), County and Special Districts (such as Road, Utility, etc. located in one county) governments, Metropolitan Planning Organizations, Regional Mobility Authorities, Regional Transit Authorities, Single or Multi-County Toll Road Authorities, Airports and Seaports serving one or more County or City's Transportation needs, Councils of Governments as they affect transportation and regional transportation advocacy groups), Transportation Tollroad Authorities and Local Transportation advocacy groups

General: The scope of investigation, concern, interest and items which could be considered by the four committees enumerated will be included in an Appendix to the bylaws of the TEX-21 Organization, and will be reviewed periodically by the Executive Committee for revision, deletion and addition.

Committee Co-Chairs may create subcommittees at their discretion.

3.4 Officers; Term, Resignation, Removal and Succession.

A. Officers. The Officers of TEX-21 shall be a Chair, four Vice-Chairs, a Secretary, a Treasurer, and such other officers as may be designated by the Chair and elected by the Executive Committee from time to time.

B. Term. At each annual meeting, the Executive Committee shall elect the officers for a one year term, provided that each officer so elected shall continue to hold such office until the earlier of the date that his or her successor shall have been duly elected and qualified, or until the date such officer resigns or is removed.

C. Resignation. Any officer may resign at any time by giving written notice thereof to the Chair or Secretary of TEX-21. Unless otherwise specified, the resignation shall take effect upon the receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

D. Removal. Any officer may be removed, either with or without cause, by a majority vote of the entire Executive Committee.

E. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election to that office.

3.5 Meetings. The Chair, and in his or her absence the Vice-Chairs, shall call meetings of the Executive Committee to order, and conduct such meetings, and the Secretary of TEX-21 shall act as Secretary of all such meetings, but in the absence of the Secretary, the Chair or Vice-Chairs, as the case may be, may appoint any person present to act as Secretary of the meeting.

3.6 Duties of Officers.

A. Chair. The Chair shall preside at all meetings of the Executive Committee and the annual membership meeting of TEX-21, and shall perform such other duties as may be assigned to him or her by the Executive Committee. The Chair has the authority to create task forces that further the purposes of TEX-21. Co-chairs appointed by the Chair will head such task forces, and these co-chairs will be members of the Executive Committee. The TEX-21 Chair is hereby directed and authorized to negotiate a professional services contract to retain public policy consulting, technical support, and logistical and secretariat services. These services shall be responsible for monitoring the activities of TEX-21 and effectuating the intents of TEX-21. The Chair shall present this professional services contract for the TEX-21 Consultant to the Executive Committee for ratification and approval. The TEX-21 Consultant shall provide the necessary public policy consulting, technical support, and logistical and secretariat services to accomplish the specific responsibilities of TEX-21 as defined in the professional services contract. The Chair is authorized at his or her exclusive discretion to create additional standing committees and task forces and shall be able to appoint committee co-chairs. The Chair is authorized to call regular and special meetings of the Executive Committee.

B. Vice-Chairs. Candidates for Vice-Chairs shall be selected with consideration given to: 1) representation by municipalities, counties, and other entity members of TEX-21; 2) representation by major political parties; 3) representation of the geographic and ethnic diversity of the members of TEX-21 and the state of Texas. A Vice-Chair shall discharge the duties of the Chair in the event of the Chair's absence or disability for any cause whatsoever. If for whatever reason, a Vice-Chair is unable to fulfill his duties, the Chair may appoint an Executive Committee member to discharge any or all of the Vice-Chair's duties.

C. Secretary. The Secretary shall have charge of the records and correspondence of TEX-21 under the direction of the Chair, and shall be the custodian of the seal of TEX-21, if any. The Secretary shall attend all meetings of the Executive Committee and give such notice of meetings as is required by these Bylaws. The Secretary shall take and keep true minutes of all meetings of the Executive Committee. The Secretary shall discharge such other duties as shall be prescribed from time to time by the Chair. The Executive Committee may appoint an Assistant Secretary to perform the duties of the Secretary during any absence or disability of the Secretary.

D. Treasurer. The Treasurer shall keep a full and accurate account of all moneys, credits and property of TEX-21 that shall come into the Treasurer's hands and keep a full and accurate account of all moneys received and discharged. Except as otherwise ordered by the Executive Committee, the Treasurer shall supervise all the funds and securities of TEX-21 and shall have deposited the same in the name and to the credit of TEX-21 in such banks or depositories as the Executive Committee shall designate. The Treasurer shall keep proper books of account and other books showing at all times the amount of the funds and other property belonging to TEX-21, all of which books shall be open at all times to the inspection of the Executive Committee. The Treasurer shall also submit a report of the accounts and financial condition of TEX-21 at each annual meeting of the Executive Committee. The Treasurer shall, under the direction of the Executive Committee, disburse all moneys and sign all checks and other instruments drawn on or payable out of the funds of TEX-21, unless the Executive Committee authorizes other officers, employees or agents of TEX-21 to sign checks without the counter signature of the Treasurer. The Treasurer shall also make such transfers and alterations in the securities of TEX-21 as may be ordered by the Executive Committee. In general, the Treasurer shall perform all the duties which are incidental to the office of Treasurer, subject to the control of the Executive Committee, and shall perform such additional duties as may be prescribed from time to time by the Chair or the Executive Committee. The Treasurer shall give bond only if required by the Executive Committee. The Executive Committee may appoint an Assistant Treasurer to perform the duties of the Treasurer during any absence or disability of the Treasurer.

3.7 Conflict of Interest. Whenever an Executive Committee member has a conflict of interest based upon the possibility of personal gain to such member, such conflict of interest shall be declared by the member and such member may not vote on those issues where a conflict of interest has been declared. He or she may discuss the nature of his or her conflict of interest and otherwise provide information to the Executive Committee. Further, such member may not be counted toward a quorum in respect of a vote on such issue. This Section of these Bylaws is not to be construed so as to prevent, preclude, or otherwise discourage Executive Committee members (or entities which they control or which they represent) from transacting business with TEX-21 on a competitive, arms-length basis, and being awarded contracts, business, or other contractual relationships based upon such member's ability to provide (or that of the controlled or represented entity to provide), TEX-21 with services or products considering price, quality and service, for what is being considered, so long as the express requirements of this Section and the requirements, if any, of applicable law are met. A member shall not be deemed to have a conflict of interest by virtue of benefits that might accrue to the entity that such member represents.

ARTICLE FOUR
NOTICES

4.1 Form of Notice. Whenever under the provisions of these Bylaws, notice is required to be given to any member, Executive Committee member, or any other committee member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, or by facsimile transmission or other electronic communication as appears on the books of TEX-21. Written, printed, or electronic notice including e-mail stating the place, day, hour, and purpose of meetings shall be delivered to each member not less than forty-eight (48) hours before the date of the meeting, unless the Chair, in his or her discretion and because of impracticable circumstances, finds it necessary for and in the best interest of TEX-21 to hold a meeting without the forty-eight hour notice requirement.

ARTICLE FIVE
FUNDING BY PARTICIPANTS, TERM, WITHDRAWAL, BUDGET, AND FINANCE

5.1 Member Contributions to Joint Efforts. Each member participant agrees to and shall pay to TEX-21 an annual fee pursuant to the mutually agreed upon membership dues contribution schedule contained in Section 2.2 or as established by the Executive Committee. The initial amount payable under this agreement shall be due on October 1, 2001 and deemed late 30 days thereafter. All annual amounts payable each year thereafter shall be payable on an annual payment basis, beginning on the first month of the fiscal year and ending on the last month.

5.2 Term, Withdrawals.

A. All memberships shall be effective on and as of the date of payment of dues and shall continue from year to year as to all participants that have not withdrawn in accordance with subsection (B), below.

B. Any member may withdraw his or her membership, without refund of amounts paid to date, by giving 30 days written notice of the effective date of withdrawal to the Secretary. Any member shall be automatically withdrawn in the event funds are not paid in accordance with Section 5.1. This agreement shall continue as to all participants that have not withdrawn.

5.3 Budget and Finance. The Treasurer, in collaboration with the TEX-21 Consultant, will prepare and recommend a budget to the Executive Committee each fiscal year by a date certain determined by the Chair. The budget shall then be adopted by the Executive Committee by a certain date, and a corresponding dues structure adopted and communicated to all members by a certain date. The Treasurer shall make periodic budget reports to the Executive Committee and TEX-21 membership. TEX-21 funds shall be kept in a TEX-21 bank account, and the TEX-21 Consultant shall sign checks under the oversight of the Treasurer.

ARTICLE SIX
AMENDMENTS

6.1 Amendments. The Executive Committee, by a supermajority vote, shall have exclusive authority to alter, amend and repeal these Bylaws and to make and adopt new and other Bylaws. Members who are not on the Executive Committee shall not be entitled to vote thereon. As used herein, the term "supermajority vote" and "supermajority" shall mean more than two thirds (2/3) of the votes eligible to be cast in person or by proxy with respect to the particular matter. Amendments to the Bylaws shall be proposed in writing at least one (1) meeting prior to voting on changes.

ARTICLE SEVEN
INDEMNIFICATION OF OFFICERS, EMPLOYERS, AND AGENTS

7.1 Indemnification. TEX-21 shall indemnify Executive Committee members, employees, officers, and agents of TEX-21 to the fullest extent required by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended, and may indemnify such persons to the fullest extent permitted by Articles 1396.2.22A of the Texas Non-Profit Corporation Act as amended, subject in each case to restrictions, if any, in the Corporation's Articles of Incorporation. TEX-21 shall have power to purchase and maintain at its cost and expense insurance on behalf of such persons to the fullest extent permitted by Articles 1396.2.22A of the Texas Non-Profit Corporation Act, as amended.

ARTICLE EIGHT
GENERAL PROVISIONS

8.1 Fiscal Year. The fiscal year of TEX-21 will begin on October 1 of each year and end on September 30 of the following year, unless otherwise fixed by resolution of the Executive Committee. At the end of each fiscal year a certified audit or review shall be performed regarding all financial transactions of TEX-21.

8.2 Books and Records. TEX-21 shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the Executive Committee.

8.3 Inspection of Books and Records. TEX-21's books and records shall be open to inspection of the Executive Committee upon reasonable request, and as provided by the Texas Non-Profit Corporation Act or other applicable law.

8.4 Seal. The Executive Committee may, but need not, adopt a corporate seal to be in such form and to be used in such manner as the Executive Committee shall direct.

8.5 Telephone Meetings. The members and Executive Committee members may participate in and act at any meeting through use of a conference telephone or other communication equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting by such means shall constitute attendance and presence in person at the meeting, except where a person participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8.6 Action Without a Meeting. Any action required or which may be taken at a meeting of the Executive Committee or any other committee may be taken without a meeting, if a supermajority consents in writing, setting forth the action to be taken, and signed by a supermajority of then serving Executive Committee members, as the case may be. A telegram, telex, cablegram, or similar transmission by an Executive Committee member, or a photographic, photo static, facsimile, or similar reproduction of a writing signed by an Executive Committee member, shall be regarded as signed by the Executive Committee member for purposes of this Section.

8.7 <u>Official Recruitment Trips.</u> The members and executive Committee members may be invited by the TEX-21 consultant to participate in official TEX-21 member recruitment trips. Members and Executive Committee Members participating in such recruitment trips are eligible for reimbursements of travel expenses related to TEX-21 official business only. Reimbursable expenses include transportation expenses (i.e. airfare, taxi fare, car rental, and personal vehicle mileage), lodging, and business meals. Other expenses may be deemed reimbursable at the discretion of the TEX-21 Treasurer and the TEX-21 consultant.

8.8 <u>Construction.</u> Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible: (a) the remainder of these bylaws shall be considered valid and operative, and (b) effect shall be given to the intent manifested by the portion held invalid and inoperative.

8.9 <u>Headings</u>. The headings are for organization, convenience and clarity. In interpreting these Bylaws, they shall be subordinated in importance to the other written material.

8.10 <u>Relation to Articles of Incorporation.</u> These Bylaws are subject to, and governed by, the Articles of Incorporation of TEX-21.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Meals on Wheels of Texoma Board of Directors (1)

Issue
On October 15, 2012, Council Member Robert Softly was appointed to serve as Sherman's representative on the Meals on Wheels of Texoma Board of Directors until after the canvass of the November 6, 2012 City Council Election. The new City Council has now been seated; and Members should consider a permanent appointment to the Meals on Wheels of Texoma Board of Directors.

Background
The Meals on Wheels of Texoma Board functions as a contracting agent with the Texoma Council of Governments and oversees the Meals on Wheels Program. The mission of the senior nutrition program is to provide the momentum needed to enable older citizens to continue living in active independence.

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

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is recommended that the City Council consider an appointment to the Meals on Wheels Board of Directors.

Alternatives
The City Council could delay the appointment.

Attachments
A membership roster, fact sheet, and the Bylaws are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

<u>MEALS ON WHEELS OF TEXOMA</u>

LENGTH OF TERMS: 1 YEAR
Consecutive Term Limit: No Limit

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Robert Softly	2	U 10/15/2012	11/2012	1	Sherman City Council Member
Sherry Howard Chairman					Tom Bean Mayor
John Roane Vice Chairman					Cooke County Judge
Michael Baecht					Denison City Council Member
Ruth Ann Thomas					Bonham City Council Member
Jim Goldsworthy					Gainesville Mayor
Spanky Carter					Fannin County Judge

NOTE:

Greg Pittman, Executive Director
(Formerly Tri-County Senior Nutrition Board)

4114 Airport Dr.
Denison, Texas 75020
(903) 786-3351

CITY STAFF:
Revised 1/14/2013

Board of Directors
Tri-County Senior Nutrition Project, Inc.
2012 – 2013

Name	Title	Profession	Ethnicity	Years Service
The Honorable Sherry Howard 201 S. Britton Tom Bean, TX 75489 sherryhoward@cableone.net 903-815-8162	Chairman	Mayor of Tom Bean	White	3
The Honorable John Roane 100 E. California, Suite 216 Gainesville, TX 76240 john.roane@co.cooke.tx.us 940-668-5435	Vice-Chairman	Cooke County Judge	White	3
Michael Baecht 500 W. Chestnut Denison, TX 75021 mbaecht@cityofdenison.com 903-462-4133	Member	Denison City Council	White	<1
Ruth Ann Thomas 505 West Fifth Street Bonham, TX 75418 ruthannthomas17@yahoo.com 903-583-4381-Home 903-640-3322-Cell	Member	Bonham City Council	White	<1
The Honorable Spanky Carter 101 E. Rayburn Drive, Suite 101 Bonham, TX 75418 clcarter@fanninco.net 903-583-7455	Member	Fannin County Judge	White	1
The Honorable Jim Goldsworthy 200 S. Rusk Gainesville, TX 76240 jgoldsworthy@ntin.net 940-668-4500 940-736-5418 Cell	Member	Mayor of Gainesville State Farm Office 113 E. California St. Gainesville, TX 76240 940-669-7777- Office jim.goldsworthy.c5sl@statefarm.com	White	<1
Bob Softly P.O. Box 1106 Sherman, TX 75090 903-892-4844 bobs@ci.sherman.tx.us	Interim Appointee	Sherman City Council	Black	<1

FACT SHEET

MEALS ON WHEELS OF TEXOMA

Established by TRI-COUNTY SENIOR NUTRITION PROJECT, INC. – 1976
(Name changed from Tri-County Senior Nutrition Board in October 2009)

1. Number of Members: SEVEN (7)
2. Term of Appointment: ONE YEAR – DIRECTOR
3. Consecutive Term Rule: NONE
4. Qualifications for Membership: APPOINTEE MAY BE ETIHER AN ELECTED OFFICIAL OR A PRIVATE CITIZEN WITH A STRONG SUPPORTIVE INTEREST IN SENIOR CITIZEN AFFAIRS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

   CHAIRPERSON _E__ VICE CHAIRPERSON _E__ SECRETARY _E__

   ELECTED _E__ APPOINTED __

7. Departmental Responsibility: CITY COUNCIL/CITY MANAGER
8. Meeting Date: AS CALLED AND ONE ANNUAL MEETING
9. Attendance Requirements: DETERMINED BY BOARD

==

FUNCTIONS:
This Project Board functions as a contracting agent with the Texoma Council of Governments and other agencies to provide and operate facilities and services for the benefit of senior citizens in the Texoma Region.

MEMBERSHIP:
Each government entity appoints one (1) Director to hold office until the annual meeting. The entities are: the City of Sherman, City of Gainesville, City of Bonham, City of Denison, and the Counties of Cooke, Fannin and Grayson.

As Amended March 15th, 2012
Bylaws of the
Tri-County Senior Nutrition Project, Inc.
DBA Meals on Wheels of Texoma
A Non-Profit Corporation

Article I. Principal Office

1.01. The principal office of the corporation shall be defined by the members as the administrative headquarters of Tri-County Senior Nutrition Project, Inc.

1.02. The corporation shall continuously maintain a registered office, and a registered agent whose office is identical with such registered office.

Article II. Membership

2.01. The corporate entities of the cities of Gainesville, Bonham, Denison, and Sherman, and the counties of Cooke, Fannin and Grayson, shall compose the membership of this corporation.

2.02. Each member shall be entitled to one vote on each matter submitted to a vote of the membership.

2.03. Each member shall select and appoint an elected official who will act of the member's behalf as an official voting delegate at meetings of the membership.

Article III. Meetings of Members

3.01. Members shall meet at such times as may be necessary to oversee the business of the corporation. Meetings may be called by the President or the Board of Directors. An annual meeting of the membership shall be held in September of each year.

3.02. The Board of Directors may designate any place within the counties of Cooke, Fannin, and Grayson Counties, the State of Texas, as the place for the annual meeting or called meetings.

3.03. Written notice stating the place and hour of any meeting of members shall be provided to each member delegate entitled to vote at such meeting, not less than 3 days before the date of such meeting, by or at the direction of the President, or the Secretary or the members calling the meeting. In the case of a called meeting the purposes for which the meeting is called shall be stated in the notice. Notice of any such meeting shall also be posted in the principal offices of each of the members in accordance with the Open Meetings Act

3.04. A majority of the members shall constitute a quorum at any meeting.

3.05. Except for those reasons specified in the Open Meetings Act all meetings of the members shall be open to the public.

Article IV. Board of Directors

4.01. The governance of the corporation shall be directed by its Board of Directors. Each Director must be an elected official for and resident of the member city or county he or she represents.

4.02. There shall be 7 directors. Each director shall be appointed by its Member for a 2 year term with a maximum of 3 consecutive terms or 6 years. Appointment term commences with the annual meeting.

4.03 Each member shall appoint one (1) Director, and the manner of appointment shall be determined by each member.

4.04. A regular annual meeting of the board of Directors shall be, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide for the holding of additional regular meetings of the Board.

4.05. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. Written notice of any special meeting of the Board of Directors shall be given at least three (3) days prior to said meeting. Notice of any meeting of the Board of Directors shall be posted in the principal office of the member each Director represents in accordance with the provisions of the Open Meetings Act. All meetings of the Board of Directors shall be open to the public.

4.06. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

4.07. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.08. Vacancies in the Board of Directors shall be filled in the same manner as the appointment for a full term. A Director appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office.

4.09. Directors shall serve without compensation. The payment of expenses for travel, meetings, and costs incurred incident to the performance of duties of the office of Director may be authorized by the Board of Directors.

Article V. Executive Director & Staff

5.01. The Directors of the corporation may employ an Executive Director, who shall be qualified by training and experience, and shall serve at the pleasure of the Board of Directors.

5.02. The Executive Director shall be the chief administrative officer of the corporation and shall, subject to the policies of the Board of Directors, act for and in the name of the corporation and appoint and remove all subordinate employees of the corporation.

5.03 The executive director shall cause to be prepared the annual budget of the corporation and shall faithfully execute all duties and responsibilities vested in or required of him/her by the Board of Directors.

Article VI. Officers

6.01. The officers of the Board of Directors shall be a President, a Vice President, a Secretary, and a Treasurer. Any two or more offices may be held by the same person, except the offices of President and Vice President.

6.02. The officers of the Board of Directors shall be elected at the annual meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected.

6.03. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby.

6.04. A vacancy in any office because of death, resignation, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

6.05. The President of the Board of Directors:

A. Shall preside at meetings of the Board of Directors.

B. Shall sign official documents.

C. Shall call special meetings as required and in accordance with provisions of the Open Meetings Act.

D. The President shall not vote on matters before the Board of Directors except to cast the tie breaking vote in the event of a tie vote.

6.06. In the absence of the President or in the event of inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The duties of the Vice President of the Board of Directors shall be to assume the duties of the President in the event the President is absent or otherwise unable to fulfill his or her responsibility.

6.07. The duties of the Treasurer shall be:

A. Preside at meetings of the Board of Directors in the absence of the President and Vice President.

B. Sign official documents if so authorized.

6.08. The duties of the Secretary shall be:

A. Preside at meetings of the Board of Directors in the absence of the President, Vice President, and Treasurer.

B. Sign official documents, including approved minutes.

Article VII. Contracts, Checks, Deposits, and Funds

7.01. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into a contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

7.02. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall be determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or a Vice President of the corporation.

7.03. All funds of the corporation shall be deposited to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

7.04. The Board of Directors may accept on behalf of the corporation any contribution , gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

Article VIII. Books and Records

8.01. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and Board of Directors. All books and records of the corporation may be inspected by the public at any reasonable time.

Article IX. Fiscal Year

9.01. The Board of Directors shall establish the fiscal year of the corporation.

Article X. Seal

10.01. The Board of Directors shall provide a corporate seal, which shall be in the form of two concentric circles containing the words , "Tri-County Senior Nutrition Project, Inc." and in the center of such circles the words Corporate Seal and a five-pointed star with the word "TEXAS" across the face of the star.

Article XI. Amendments to Bylaws

11.01. These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least three days written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

Article XII. Audit

12.01. The corporation shall have an annual audit made of its financial accounts and transactions during the preceding fiscal year and shall change audit firms every 5 years.

Amended Bylaws adopted the 16th day of March, 2012 by the Board of Directors of Tri County Senior Nutrition Project, Inc.

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Mayor Sherry Howard, President

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Mayor John Roane, Vice President

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Phyllis Hicks, Secretary/Treasurer

Sherman CLASSIC TOWN. BROAD HORIZON.	**SHERMAN CITY COUNCIL** **Agenda Communication Form**

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.071(1) **Consultation with City Attorney Concerning Pending or Contemplated Litigation:**

- **(a) Receive the City Attorney's Briefing on Pending or Contemplated Litigation**

Section 551.071(2) **Consultation with 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:**

- **(a) Consult with the City Attorney Regarding Legal Issues with Ordinance Revisions**

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. F.1

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

The Honorable Carolyn S. Wacker, Mayor

Sherman CLASSIC TOWN. BROAD HORIZON.	**SHERMAN CITY COUNCIL** **Agenda Communication Form**

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 1-21-2013

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2 0 1 3

JANUARY

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DECEMBER

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09/02/2013	Labor Day/Called Council Meeting on 09/03/2013