

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 4, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 7, 2015**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5925**
Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2016"; Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Said Notes; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Said Notes, Including the Approval and Execution of a Paying Agent/Registrar Agreement and a Note Purchase Agreement; Providing an Effective Date
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5926**
Closing and Vacating a Certain Easement in Lot 1 of Block "A" of the Replat of Blocks "A", "B" and "D" of the Sherman Commons Addition in the City of Sherman, Grayson County, Texas; Providing for the Reversion of Interest to the Owner of Said Property
- B. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5927**
Amending Chapter 4 of the Code of Ordinances, entitled "Business Regulations", Article 4.14, entitled "Alcoholic Beverages", at Division 2, entitled "Lawful Consumption", Section 4.14.031, entitled "Permit Certification; Procedures", to Require Seller/Server Training Certified by the Texas Alcoholic Beverage Commission

Close Public Hearing and Consider Adoption of Ordinances

- B. 4. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5925, 5926 and 5927

B. 5. 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. 6046

Authorizing Execution of a Contract with the Sherman Chamber of Commerce for the Promotion of Tourism in Sherman and its Surrounding Area

C. 2. RESOLUTION NO. 6047

Approving the Greater Texoma Utility Authority's Intention to Contract with Landmark Structures I, L.P. for Construction of the Southwest Sherman Elevated Storage Tank

C. 3. * RESOLUTION NO. 6048

Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Five Power-LOAD Cot Fastening Systems for Use with Five Ambulances of the City of Sherman Fire Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

C. 4. RESOLUTION NO. 6049

Awarding a Bid to and Authorizing Execution of a Contract with Ark Contracting Services, LLC for the Erosion Protection for Fallon Drive Bridge and Kessler Boulevard Slope Failure Repair Projects

C. 5. RESOLUTION NO. 6050

Authorizing Execution of a Developer's Agreement with S & P Texoma Properties, LLC for Construction of Public Facilities in a 19-Acre Subdivision on Ridgeview Road in the City of Sherman

C. 6. RESOLUTION NO. 6051

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the Design of the Downtown Sherman Streetscape, Phase 2 and the Grand Avenue Pedestrian Improvement Projects

C. 7. * RESOLUTION NO. 6052

Awarding a Bid to and Authorizing Execution of an Agreement with JPMorgan Chase Bank, NA for the Lease-Purchase Financing of Capital Equipment

C. 8. * RESOLUTION NO. 6053

Authorizing Execution of an Encroachment Easement to Westar Home Builders, LLC., for the Placement of a Retaining Wall within the 10' Utility Easement located on Lot 4, Block 2 of the Parkhaven Addition, Section 5 (Calgary Drive) in the City of Sherman

Requests to Advertise

- D. 1. * REQUEST TO ADVERTISE**
Annual Water and Sewer Maintenance Supplies and Parts

Other Business

- E. 1. OTHER BUSINESS**
Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Willie Steele and SEDCO President John J. Plotnik
- E. 2. OTHER BUSINESS**
Receive Assistant City Manager Don Keene's Presentation on Fire Inspection Program Funding
- E. 3. OTHER BUSINESS**
Consider Calling a Special Meeting of the City Council for a Transportation Summit on Monday, January 11, 2016
- F. CITIZEN REQUESTS**
- G. MEDIA QUESTIONS**

Consider Board/Commission Appointments

- H. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Keep Sherman Beautiful Commission (5)
- I. COUNCIL COMMENTS**

Executive Session

- J. 1. EXECUTIVE SESSION**
In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation:
	(a) Receive the City Attorney's Briefing on Pending or Contemplated Litigation

Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Sherman Economic Development Corporation Ex-Officio Board Members (2)

Section 551.087

Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

K. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on December 31, 2015 at 2:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 31st day of December, 2015
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 01/04/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF
DECEMBER 7, 2015**

Attachments

December 7, 2015

Transportation Planning

Texas Main Street Program

STATE OF TEXAS §
 December 7, 2015
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 7, 2015.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY.
 COUNCIL MEMBERS COUCH, DAVIS, STEELE, WATT.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were given by Deputy Mayor Jason Sofey.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 16, 2015. Council Member Davis moved to approve the Minutes as presented; Second by Council Member Couch. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

OATH OF OFFICE

Rita Noel, Justice of the Peace, Precinct 4, administered the Oath of Office to the following Council-appointed position.

OATH OF OFFICE

Council Member, District 4 Tammy Johnson

Council Member Johnson was seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Jason Sofey.
 Council Members Couch, Davis, Johnson, Steele, Watt.

MEMBERS ABSENT: None.

Mayor Plyler introduced Ordinance 5915 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 186.244 ACRES OF LAND ALONG WEST LAMBERTH ROAD, CARRIAGE ESTATES ROAD, NORWOOD ROAD, CARRIAGE CIRCLE, SHADY OAKS CIRCLE, AND SHADY OAKS LANE, ADJACENT TO THE SHERMAN CITY LIMITS, AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5915
ANNEXATION
CARRIAGE HOUSE
ESTATES

Robby Hefton, City Manager, explained that this is the last public hearing for the proposed annexation. There have

COUNCIL MINUTES – DECEMBER 7, 2015

been two previous public hearings. This is the introduction and public hearing for the ordinance itself, and will be the final action for the annexation.

No citizens appeared before the City Council to discuss Ordinance 5915.

Mayor Plyler introduced Ordinance 5916 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CONVEYANCE OF AN OIL, GAS AND MINERAL LEASE TO ROFF OIL AND GAS, LTD., COVERING AND AFFECTING TWO TRACTS OF LAND DESCRIBED HEREIN, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5916
OIL, GAS, MINERAL
LEASE

Matt Avery, Fuller-Bedrock Consulting, Inc., Edmond, Oklahoma

Mr. Avery appeared representing Roff Oil and Gas, Ltd. He was available to answer any questions the City Council might have.

No other citizens appeared before the City Council to discuss Ordinance 5916.

Mayor Plyler introduced Ordinance 5917 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ARTICLE II OF THE HOME RULE CHARTER, ENTITLED "CITY COUNCIL", AT SECTIONS 9, 11, 12 AND 13; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5917
AMEND HOME
RULE CHARTER

Mayor Plyler asked Don Keene, Assistant City Manager, to explain Ordinance Nos. 5917, 5918, 5919, 5920, and 5921, which were all related.

Mr. Keene said that in the November 3, 2015 Election, one proposed Charter Amendment was on the ballot for voters to consider. It concerned allowing the City Attorney to report directly to the City Manager instead of the City Council. That proposed amendment was approved by voters.

Proposition 11 and Proposition 3, previously approved by voters, allows the City Council to approve proposed Charter Amendments that are of a simpler nature. The remaining proposed Charter Amendments that are being considered tonight are basically simplifications of language or processes that are outlined by the Charter.

Mr. Keene said the first two deal with Election related meetings. Instead of designating the specifics in the Charter, the change would state that the meetings would be

“held in accordance with the Texas Election Code.” Therefore if the Election Code changes, the Charter would not need to be amended to reflect the State changes.

Ordinance 5919 has to do with City departments. Currently the Charter has no mechanism to revise or change City departments and this would allow the City Manager and the City Council to make those revisions by ordinance.

Ordinance 5920 deals with finances and allows the City to comply with the Government Code, rather than spell out all the processes, that when changed, would also need to be changed in the Charter. It also allows the City to make things available online, which was not included in the Charter.

Ordinance 5921 concerns the payment of ad valorem taxes. Instead of specifying a location, which has changed over time, the Charter would state “to be paid at a location designated by the City.”

Mr. Keene said the proposed changes are “housekeeping, simplification things” and nothing of any substantive change.

No citizens appeared before the City Council to discuss Ordinance 5917.

Mayor Plyler introduced Ordinance 5918 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ARTICLE III OF THE HOME RULE CHARTER, ENTITLED “NOMINATIONS AND ELECTIONS”, AT SECTION 4, ENTITLED “DETERMINATION OF ELECTION RESULTS”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5918
AMEND HOME
RULE CHARTER

No citizens appeared before the City Council to discuss Ordinance 5918.

Mayor Plyler introduced Ordinance 5919 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ARTICLE IV OF THE HOME RULE CHARTER, ENTITLED “ADMINISTRATIVE DEPARTMENTS”, AT SECTION 1, ENTITLED “GENERAL PROVISIONS”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5919
AMEND HOME
RULE CHARTER

No citizens appeared before the City Council to discuss Ordinance 5919.

Mayor Plyler introduced Ordinance 5920 and called for a public hearing:

ORD 5920
AMEND HOME

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ARTICLE V OF THE HOME RULE CHARTER, ENTITLED "FINANCE ADMINISTRATION", AT SECTIONS 3, 4, 8, 10 AND 12; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

RULE CHARTER

No citizens appeared before the City Council to discuss Ordinance 5920.

Mayor Plyler introduced Ordinance 5921 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ARTICLE VI OF THE HOME RULE CHARTER, ENTITLED "TAXATION", AT SECTION 4, ENTITLED "PAYMENT OF TAXES"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5921
AMEND HOME
RULE CHARTER

No citizens appeared before the City Council to discuss Ordinance 5921.

Mayor Plyler introduced Ordinance 5922 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 2810 TEXOMA PARKWAY, BEING 5.21 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504; RISK FAMILY PARTNERSHIP, LTD, OWNER; AND SARTIN AND ASSOCIATES, INC., SURVEYOR; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5922
SPECIFIC USE PERMIT
FOR AUTO REPAIR
(2810 TEXOMA PKWY)

No citizens appeared before the City Council to discuss Ordinance 5922.

Mayor Plyler introduced Ordinance 5923 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONSTRUCTION, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR SHOP AND YARD (CRANE SERVICE) AND TRUCK REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT, O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AND BLALOCK COMMERCIAL OVERLAY DISTRICT AT 3111 SOUTH US HIGHWAY 75, BEING LOTS 1 AND 2, BLOCK 1, BRYAN LUCKETT ADDITION; BRYAN LUCKETT, OWNER; AND SARTIN AND ASSOCIATES, INC., SURVEYOR; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5923
SPECIFIC USE PERMIT
EQUIPT SALES,
SERVICE, RENTAL,
REPAIR SHOP &
YARD
(3111 S. HWY 75)

COUNCIL MINUTES – DECEMBER 7, 2015

No citizens appeared before the City Council to discuss Ordinance 5923.

Mayor Plyler introduced Ordinance 5924 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2125 LITTLE LANE, BEING 0.852 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (NORTHSTAR BANK OF TEXAS, OWNERS; HOYTE RIDLEHUBER, PROSPECTIVE BUYER; BEN DYE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING FOR A REPEALER.

**ORD 5924
ZONE CHANGE
(2125 LITTLE LANE)**

No citizens appeared before the City Council to discuss Ordinance 5924.

The Public Hearing was closed.

**TABLED AT THE AUGUST 3, 2015 CITY COUNCIL MEETING:
ADOPTION OF ORDINANCE NO. 5889**

Ordinance 5889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", AT DIVISION 2, ENTITLED "LAWFUL CONSUMPTION", SECTION 4.14.034, ENTITLED "HOURS OF OPERATIONS", AND AT DIVISION 3, ENTITLED "UNLAWFUL CONSUMPTION", SECTION 4.14.066, ENTITLED "SALE OF ALCOHOLIC BEVERAGES DURING EXTENDED HOURS BY PRIVATE CLUB PERMITTEE", TO PROVIDE FOR EXTENDED HOURS FOR THE SALE OF ALCOHOL PURSUANT TO THE TEXAS ALCOHOLIC BEVERAGE CODE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5889
LATE HOURS FOR
ALCOHOL SALES**

ACTION TAKEN.

Motion by Deputy Mayor Sofey to remove Ordinance No. 5889 from table for discussion. Second by Council Member Watt.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

ADOPTION OF ORDINANCES

Ordinance 5915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 186.244 ACRES OF LAND ALONG WEST LAMBERTH ROAD, CARRIAGE ESTATES ROAD, NORWOOD ROAD, CARRIAGE CIRCLE, SHADY OAKS CIRCLE, AND SHADY OAKS LANE, ADJACENT TO THE SHERMAN CITY LIMITS, AND IN THE CITY OF

**ORD 5915
ANNEXATION
CARRIAGE HOUSE
ESTATES**

SHERMAN'S EXTRA TERRITORIAL JURISDICTION;
PROVIDING FOR A MUNICIPAL PLAN; PROVIDING FOR
SEVERABILITY; PROVIDING FOR A REPEALER.

Ordinance 5916

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE CONVEYANCE OF
AN OIL, GAS AND MINERAL LEASE TO ROFF OIL AND GAS,
LTD., COVERING AND AFFECTING TWO TRACTS OF LAND
DESCRIBED HEREIN, IN THE CITY OF SHERMAN, GRAYSON
COUNTY, TEXAS, PURSUANT TO THE TERMS AND
CONDITIONS OF THIS ORDINANCE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5916
OIL, GAS, MINERAL
LEASE

Ordinance 5917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AMENDING ARTICLE II OF THE HOME
RULE CHARTER, ENTITLED "CITY COUNCIL", AT SECTIONS
9, 11, 12 AND 13; PROVIDING FOR INCLUSION IN THE CODE
OF ORDINANCES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR A REPEALER.

ORD 5917
AMEND HOME
RULE CHARTER

Ordinance 5918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AMENDING ARTICLE III OF THE HOME
RULE CHARTER, ENTITLED "NOMINATIONS AND
ELECTIONS", AT SECTION 4, ENTITLED "DETERMINATION
OF ELECTION RESULTS"; PROVIDING FOR INCLUSION IN
THE CODE OF ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5918
AMEND HOME
RULE CHARTER

Ordinance 5919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AMENDING ARTICLE IV OF THE HOME
RULE CHARTER, ENTITLED "ADMINISTRATIVE
DEPARTMENTS", AT SECTION 1, ENTITLED "GENERAL
PROVISIONS"; PROVIDING FOR INCLUSION IN THE CODE
OF ORDINANCES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR A REPEALER.

ORD 5919
AMEND HOME
RULE CHARTER

Ordinance 5920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AMENDING ARTICLE V OF THE HOME
RULE CHARTER, ENTITLED "FINANCE ADMINISTRATION",
AT SECTIONS 3, 4, 8, 10 AND 12; PROVIDING FOR
INCLUSION IN THE CODE OF ORDINANCES; PROVIDING
FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5920
AMEND HOME
RULE CHARTER

Ordinance 5921

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AMENDING ARTICLE VI OF THE HOME
RULE CHARTER, ENTITLED "TAXATION", AT SECTION 4,
ENTITLED "PAYMENT OF TAXES"; PROVIDING FOR
INCLUSION IN THE CODE OF ORDINANCES; PROVIDING
FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5921
AMEND HOME
RULE CHARTER

Ordinance 5922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 2810 TEXOMA PARKWAY, BEING 5.21 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504; RISK FAMILY PARTNERSHIP, LTD, OWNER; AND SARTIN AND ASSOCIATES, INC., SURVEYOR; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5922
SPECIFIC USE PERMIT
FOR AUTO REPAIR
(2810 TEXOMA PKWY)

Ordinance 5923

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONSTRUCTION, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR SHOP AND YARD (CRANE SERVICE) AND TRUCK REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT, O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AND BLALOCK COMMERCIAL OVERLAY DISTRICT AT 3111 SOUTH US HIGHWAY 75, BEING LOTS 1 AND 2, BLOCK 1, BRYAN LUCKETT ADDITION; BRYAN LUCKETT, OWNER; AND SARTIN AND ASSOCIATES, INC., SURVEYOR; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5923
SPECIFIC USE PERMIT
EQUIPT SALES,
SERVICE, RENTAL,
REPAIR SHOP &
YARD
(3111 S. HWY 75)

Ordinance 5924

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2125 LITTLE LANE, BEING 0.852 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (NORTHSTAR BANK OF TEXAS, OWNERS; HOYTE RIDLEHUBER, PROSPECTIVE BUYER; BEN DYE, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5924
ZONE CHANGE
(2125 LITTLE LANE)

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve Ordinance Nos. 5915, 5916, 5917, 5918, 5919, 5920, 5921, 5922, 5923, and 5924, as presented. Second by Council Member Davis.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", AT

ORD 5889
LATE HOURS FOR
ALCOHOL SALES

DIVISION 2, ENTITLED "LAWFUL CONSUMPTION", SECTION 4.14.034, ENTITLED "HOURS OF OPERATIONS", AND AT DIVISION 3, ENTITLED "UNLAWFUL CONSUMPTION", SECTION 4.14.066, ENTITLED "SALE OF ALCOHOLIC BEVERAGES DURING EXTENDED HOURS BY PRIVATE CLUB PERMITTEE", TO PROVIDE FOR EXTENDED HOURS FOR THE SALE OF ALCOHOL PURSUANT TO THE TEXAS ALCOHOLIC BEVERAGE CODE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Council Member Couch said he asked that this ordinance be put back on the agenda because he has been approached by both citizens and business owners.

ACTION TAKEN.

Motion by Council Member Couch to approve Ordinance No. 5889, as presented. Second by Council Member Watt.

Council Member Davis asked what comments Council Member Couch had heard from the business owners and the community. Council Member Couch said Jake Knight was in the audience and he had some comments.

Jake Knight, 1719 E. Pecan

Mr. Knight is the owner of Rendezvous Bar and Grill in Sherman. He said that since the non-smoking ban became effective, it has affected his business by 15% to 20%. He said that can be verified through www.alcoholsales.com.

Council Member Steele entered the meeting at 5:13 p.m.

Mr. Knight also presented alcohol sales for several locally owned businesses for year-to-date information from 2014 to today, Cellerman's is up 6%; City Limits is up 10%; Rendezvous Bar and Grill is down 15.48%.

In Denison, North Rig Grill is up 3.5%; Coyote Club is up 56.16%, most of which came in the past month, since the smoking ban in Sherman; Tupelo Honey is up 25.3%.

Mr. Knight felt it would be wise for Sherman to enact the late hours to keep tax money in the City of Sherman, as well as revenue for small business owners. He also felt it would keep the streets safer. He said when bars close down at midnight, not everyone goes home. Some drive to Denison. Mr. Knight felt it would be safer to keep them in Sherman.

Mr. Knight said there are two taxicabs in Sherman and they can't "get to everybody." When the bars close at midnight, he's taking some people to the bars in Denison and some people home. He felt more people would arrive home safer if they were kept in Sherman.

COUNCIL MINUTES – DECEMBER 7, 2015

He also felt adding the late night hours might bring Uber into the City and enhance both jobs and tax money for Sherman.

Council Member Watt asked Otis Henry, Police Chief, about his opinion on the late hours for alcohol sales. Chief Henry said he appreciated the business and the financial side of the issue, but his concern was with the public safety issue.

Intoxicated drivers and fatalities that are related to people who drive is one of the leading causes of death. Fatality accidents occur at a rate of about four times greater at night than during the daytime. He felt allowing someone to stay that additional one hour in the bar, has the potential to cause greater problems.

Deputy Mayor Sofey asked if it was a valid argument about people that leave a bar in Sherman at midnight, drive to Denison, and then return home later. Chief Henry said the minimum blood alcohol content is 0.08% and it doesn't take much to get to that point.

He said people may feel more comfortable going to drink some place that is closer to their home, but that doesn't make them any less intoxicated. He added that we like to rely on the designated driver, but many times that person is the drunkest one in the car.

Chief Henry said he appears from a public safety standpoint. The retail side is greater profits with alcohol sales, but there is a tremendous loss when they work a fatality accident. The statistic of being four times more likely to have a fatality accident at night is from the National Highway Traffic Safety Administration.

Council Member Couch said when the issue was originally discussed at the August 3, 2015 Council Meeting, Chief Henry said he did not feel it would be that big of an issue to extend the alcohol sales one hour. He asked if he was retracting that statement.

Chief Henry said he was retracting that statement and said he had done additional research since that time and considered the issue and formed the opinion that he gave tonight.

Mr. Hefton said the staff has not completed a study and there probably wouldn't be data to do a study in this area. The staff is giving their opinion about the impact of alcohol related fatalities, not necessarily whether or not this situation would create more fatalities. There is no way to say whether it would or wouldn't. Chief Henry's point is that alcohol related accidents result in a higher incidence of fatalities and more dangerous situations.

Brandon Shelby, City Attorney, said before the issue came up the last time, he was asked by the City Council to look

into this data, but it is really hard to find conclusive evidence as to the effect of late hour sales. The question is not about going from dry to wet areas, it's going from stopping at midnight to stopping at 2:00 a.m. He said he was unable to find a conclusive study on the issue and it is very hard to quantify the data.

Council Member Couch felt that as to the public safety issue, it would not be putting additional people on the road. Research shows that the Frisco Chapter of Mothers Against Drunk Driving were actually advocates for extending alcohol sales because it kept people off the road to go to Allen and Plano.

He said the State of Texas also allows businesses to be open to 2:00 a.m., but it has to be "ordained" by the City. Council Member Couch felt there was no reason to oppose this and that they should allow these businesses to have the opportunity for another hour of sales. He felt it was an economic issue as well as a public safety issue.

Council Member Davis said closing the bars at 12:00 midnight does not necessarily stop the drinking at 12:00 midnight.

Council Member Couch felt this was a great opportunity to help the business owners. He said about eight citizens approached him in the past week and a half about the issue, and he felt it would be a progressive step for businesses and would help make Sherman a "business friendly" City.

Council Member Steele asked if there was any way to find statistics on the number of DWI offenses since the no-smoking ban was enacted, to see if there has been an increase. Chief Henry said he would see if he had access to this type of statistics.

Council Member Davis asked bar owners what type of education their bartenders have and what care is taken to keep people in their establishment that shouldn't be driving.

Denny Callahan, 398 Jennettes Road, Denison

Mr. Callahan is the owner of City Limits in Sherman. Mr. Callahan said he would like to have the option to create greater sales on Friday and Saturday nights. He added that he wasn't saying he would stay open to 2:00 a.m. on Sunday, Monday and Tuesday nights. He added that it would increase sales tax for the City of Sherman.

He said servers must be 18 or over to serve alcohol in Texas. He said it is not required, but is suggested by the Texas Alcohol Beverage Commission, that they attend a training seller program, of which they have to pass by 75%.

Mr. Callahan said all of his servers are required to attend this training every two years. He said if you have a liquor

license in Texas, it is against the law to serve someone that is intoxicated.

He added that there is also a great cab system in Sherman with two cabs that operate locally.

Council Member Watt asked if it would have a negative impact if the ordinance included the TABC training as a requirement. Mr. Knight said it is already a State requirement. Mr. Callahan said it was highly recommended, but he didn't think TABC could enforce the requirement.

Council Member Watt asked if the City had the ability to write that requirement into the ordinance. Mr. Shelby said it might have to be a separate ordinance, but the City could make that requirement.

Council Member Johnson asked if they could obtain local statistics from midnight to 2:00 a.m. Chief Henry said it shouldn't be very difficult.

She added that this change would generate revenue for Sherman and would keep people in Sherman and off the roads, but she said it would be a huge liability if they extend the hours to 2:00 a.m. and there are more fatalities during that timeframe. Council Member Johnson clarified by saying she was asking if it was true that there are greater fatalities or accidents between midnight and 2:00 a.m., traveling to Denison from Sherman.

Council Member Couch asked about the permitting process for the late hours. Mr. Shelby said the late hours permit is a separate permit from the one they already carry. They would need to contact TABC to obtain a late hours permit.

Mr. Knight said they would not "have" to stay open late, but would have the option to do so. Or they might stay open late on Friday and Saturday nights, but not throughout the week.

Council Member Watt asked if there was another bar owner in attendance at the meeting.

Seth Hearn, General Manager of the Old Iron Post

Mr. Hearn is the General Manager of the Old Iron Post. Council Member Watt asked if it would have a negative financial impact on his organization if the City required the State recommended training. Mr. Hearn said they already require that training.

Council Member Watt said he liked the "moderate approach" with the training required as opposed to recommended by the State.

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Council Member Davis said he also thought the training was required, and because of the protection from civil liabilities, every “legitimate” place has that training.

Council Member Couch said the ordinance being considered was an “hours only” ordinance and any other requirement would need to be a separate ordinance. Mr. Shelby said he would need to research the issue. He also asked if the Council wanted that requirement to include all bar personnel or only bar personnel that adopt the late hours.

Council Members discussed whether or not the training should be a requirement for all establishments serving alcohol or only those with late hours. Deputy Mayor Sofey asked how that requirement would be enforced.

Council Member Steele asked if the proposed ordinance is approved tonight, how long would it take for an establishment to receive a permit for extended hours. An audience member said it would take about 90 days. He verified that the Council could come back with another ordinance after Mr. Shelby completes his research. He said it may already be a requirement.

Local Attorney Joe Smith said he was “90% sure” that the training is already a TABC requirement. Council Member Watt said he is a “public safety person” and he agreed with Chief Henry’s assessment, however if there was a commitment to revisit the training requirement, he could “live with that.”

Mr. Hefton reiterated that the staff will bring back the answer as to whether or not the City can require training. If it’s already a part of the law, it doesn’t matter. If it’s not part of the law, the staff will bring back a recommendation on a separate ordinance to require training, and on whether it can be attached only to the businesses that choose to serve alcohol to the extended hours of 2:00 a.m. He said it may have to be applied to all establishments that serve alcohol.

Deputy Mayor Sofey was in favor of the ordinance, but expressed concern about how the training part could be enforced. Mr. Hefton said there may be many ordinances that are difficult to enforce. Mr. Shelby said he would be astonished if it wasn’t already a requirement.

Council Member Watt reiterated that the Council should “revisit” the training requirement.

RESTATEMENT OF MOTION.

Motion by Council Member Couch to approve Ordinance No. 5889, as presented. Second by Council Member Watt.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

REQUEST TO ADVERTISE

ELECTRONIC DOCUMENT MANAGEMENT SERVICES

The City Council approved the request to solicit bids for the purchase and implementation of electronic document management software to securely track, manage and store electronic documents in a central repository.

The first-year estimated cost of \$55,000 was approved by the City Council in the FY 2016 Budget, and is part of a multi-year project implementation.

CONSENT AGENDA.

ANNUAL SUPPLY OF CHEMICALS

The City Council approved a request to advertise for the annual supply of industrial chemicals, primarily for use at the Water Treatment Plant and the Wastewater Treatment Plant.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE PRESENTATION ON A NUMBER OF TRANSPORTATION RELATED ISSUES IN THE CITY OF SHERMAN

Clay Barnett, Director of Public Works and Engineering, presented an update on Transportation Planning for the City.

At the 2015 Budget Planning Meeting, the City Council identified the development and management of the FM 1417 Corridor as a priority. In May 2015, a contract was approved with Kimley-Horn and Associates, Inc. for transportation and planning services. He introduced Rob Rae, Project Manager, with Kimley-Horn.

Mr. Rae explained that thoroughfare planning is a legislative act that cities can do to preserve right-of-way, determine alignment, and to set design standards for City streets. The plan is typically updated every 5 to 10 years, mainly because of growth.

He explained that the current plan is an update to the Thoroughfare Plan that was included in the Comprehensive Master Plan of 2009. Changes included in the new plan are an updated thoroughfare plan map, new standard cross sections, technical analysis for the sizing of roads in undeveloped areas, changes to the northwest sector, and the Taylor Street realignment.

The updated map will help guide City staff, developers, land owners, and residents to show where growth will be occurring and the plan for that growth.

CONSENT AGENDA

**REQ TO ADVERTISE
ELECTRONIC
DOCUMENT MGMT
SERVICES**

**ANNUAL SUPPLY
OF CHEMICALS**

**TRANSPORTATION
ISSUES**

He added that this study only looked at the northwest sector of the City, and changes were only made to this area. The thoroughfare plan for the rest of the City did not change from the 2009 plan.

Mr. Rae said the study included demographic projections based on the future land use plan, including if the area grew with single family residences and more acreage. This determines what the impact on the transportation network would be.

Mr. Rae said the study especially looked at the connection of Taylor Street to FM 1417. Taylor Street is a major corridor that connects from one side of Sherman to the other. However, after it passes FM 1417, it currently stops at Carriage House, and there's not an opportunity to go farther west.

They looked at different ways to realign Taylor Street and ways to provide development opportunities along FM 1417, so there's enough room for retail or commercial development. Further west as it crosses FM 1417, they also looked at how it would meander through, south of Carriage Estates and connect at the current existing alignment which is a two lane rural road.

Mr. Rae said currently, only Washington Street and Lamberth Road provide major access west of FM 1417. Having Taylor Street connect west provides a third option for people to access the commercial development on FM 1417.

Mr. Barnett said the City needs to continue to look at how Taylor Street is connected and there will be discussion about when to acquire the right-of-way and when the development of the road will be included in the Capital Improvement Plan.

The staff also needs to look at how to continue the planning effort because this is not the only area of the City that they will need to review.

He said there has been many recent developments in transportation funding, both on a State and Federal level. Mr. Barnett said there are a number of projects that will be undertaken by the Sherman-Denison Metropolitan Planning Organization, as well as projects through the Texas Department of Transportation.

Mr. Barnett said the staff is recommending that a transportation workshop be held in the first quarter of 2016 to discuss the issues.

Council Member Couch verified that the City has not purchased the right-of-way for the development on Taylor Street.

Mr. Hefton said the staff's goal is to have a two or three hour transportation workshop in mid to late January 2016.

DISCUSSION OF THE CITY OF SHERMAN'S TEXAS MAIN STREET TOURISM PROGRAMS

**MAIN STREET
TOURISM PROGRAMS**

Steve Ayers, Director of Community and Support Services, presented an update on the Texas Main Street Program and the Tourism Program.

The application for the Texas Main Street Program was initiated by former Mayor Cary Wacker. Sherman was previously designated a Main Street City in the mid 1990's. Sherman was accepted and will officially be a Texas Main Street City on January 1, 2016.

The staff has been reviewing how the designation will fit into the City's current tourism program and their budget. The designation operates through the Texas Historical Commission and provides technical expertise, resources, and support for communities in the preservation and revitalization of historic downtowns. The focus is on organization, economic restructuring, design and promotion.

Mr. Ayers said the designation is a three year commitment but does not include any grant funding. The City will commit to having a full-time employee that will dedicate about half of their time to the Main Street Program. An Advisory Committee will also be formed and will work hand-in-hand with the Main Street Program Manager. The Program Manager will be under the responsibility of the City of Sherman and will receive annual training.

The mission of the Tourism Department is to promote Sherman as a premier location for cultural, recreational, and leisure activities for visitors, and features some similarities with the Main Street Program.

Objectives of the program are to increase visitor awareness; promote Sherman's unique heritage, venues, and activities; maintain effective relationships with tourism related entities and stakeholders; promote local arts and humanities; and foster usage of City facilities for events.

The tourism program is funded in the City's current budget but is being managed by the Chamber of Commerce. With the commitment of the Main Street Program, and the requirement to provide a Main Street Manager that devotes half of their time to that program, the staff would propose to "marry" the programs and unify management responsibilities.

Mr. Ayers said economically, the program will not impact the current budget. He said the two programs have a related purpose and it will be cost effective to unify the leadership responsibilities under one program manager.

He said the staff's proposal would not change the current tourism budget of \$240,000. Some costs would be moved around to accommodate the changes.

There are also some thoughts on the office location for the program manager, which should be downtown, close to the Square. One opportunity would be office space located in the Boardwalk Building, with frontage on Travis Street.

The office would be at ground level and would be about 675 square feet. Cost of the office would be about the same as what is being funded for office space now. The office would be available in February or March 2016. They could provide a temporary office on the second floor if needed.

Mr. Ayers said the Tourism Program is currently operating under a 90 day contract, which ends December 31, 2015. The proposal is to unify the Tourism Program and the Main Street Program under the responsibility of Mr. Ayers, as the Community and Support Services Director.

The Main Street Program Manager position will be advertised internally and externally. Annual training for the Main Street Program will be held at the end of January 2016, so they hope to have a program manager in place by that time.

He said the staff also proposes a 30 day extension of the tourism contract with the Chamber of Commerce through January 31, 2016.

Council Member Couch verified that there would not be grant money available through the Main Street Program. Mr. Ayers said the program includes resources, training, expertise, and working with many successful programs throughout the State.

Council Member Couch asked if there was any data about how Sherman's hotel occupancy was compared to surrounding areas. Are the events that are being funded actually filling local hotel rooms?

Mr. Keene said hotel revenue is tracked annually, but tracking the impact of the specific tourism events on that revenue might be harder.

Mayor Plyler asked if the Main Street Program would help coordinate the advisory committee; tourism; the City's events, such as Lights on the Lake and Hot Summer Nights; as well as events from other groups such as the Hispanic Heritage Festival. Mr. Ayers said he felt it would help unify those efforts, while working toward the same goal.

Mr. Hefton said the person hired for this position will be a critical hire and will be "the face of Sherman" in some ways. They will be a liaison with local organizations, but will also

be representing the City at regional and State events. He said it is prudent to post the position both internally and externally and said there will probably be local applicants as well as some outside the region. The staff will then hire the “best fit” for the job.

Council Member Davis expressed concern about getting the right person so quickly since the holiday season is at hand. Mr. Hefton said they hope to have the person hired and able to send to the training by the end of January 2016. However, it is most important to hire the right person and the staff will take whatever time is necessary to do so.

Council Member Johnson verified that the Main Street Program Manager will report to Mr. Ayers. He said the person hired will serve as both Tourism Manager and Main Street Program Manager. Money had already been budgeted for a part-time administrative assistant for the Main Street Program Manager, in anticipation of receiving that designation.

Mr. Hefton said the Main Street Program is not new to Sherman. The community was previously designated as a Main Street City. The staff has a plan on paper, but it will be evaluated and “tweaked” as things move forward.

ACTION TAKEN.

Motion by Council Member Steele to proceed with the plan, funding, and hiring of the Main Street Manager, as presented. Second by Council Member Watt.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF DOWNTOWN SHERMAN PRESERVATION & REVITALIZATION TO TEMPORARILY CLOSE CERTAIN STREETS FOR “CRAFT THE NIGHT AWAY” ON SATURDAY, APRIL 16, 2016

The City Council approved the request of Downtown Sherman Preservation & Revitalization to temporarily close Crockett and Travis Streets, between Lamar Street and Houston Street, on Saturday, April 16, 2016, from noon until 11:00 p.m. for “Craft the Night Away.”

The event will feature food trucks and/or vendors, a band and other activities. The City will provide barricades, cones and trash receptacles for the event. DSP&R will work with the Police Department to arrange for security officers. The streets must remain accessible for emergency vehicles at all times.

CONSENT AGENDA.

CONSIDER REQUEST OF THE NEIGHBORHOOD RECREATIONAL COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE 2016 DR. MARTIN LUTHER KING, JR. DAY PARADE ON SATURDAY, JANUARY 16, 2016

**CLOSE STREETS
DSP&R “CRAFT
THE NIGHT AWAY”
(APRIL 16, 2016)**

**CLOSE STREETS
DR. MARTIN LUTHER
KING, JR. DAY
PARADE**

The City Council approved the request of the Neighborhood Recreational Committee to temporarily close certain streets for the 2016 Dr. Martin Luther King, Jr. Day Parade, on Saturday, January 16, 2016, at 12 noon. The City will provide traffic control assistance for the event.

CONSENT AGENDA.

(JAN. 16, 2016)

FINAL PLAT APPROVAL OF THE RISK ADDITION, BEING 5.21 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504; RISK FAMILY PARTNERSHIP, LTD, OWNER; AND SARTIN AND ASSOCIATES, INC., SURVEYOR (2810 TEXOMA PARKWAY)

The City Council approved the Final Plat of the Risk Addition, located at 2810 Texoma Parkway, north of US Hwy 82. The owner would like to plat the 5.21 acre property into two lots for commercial development.

APPROVE FINAL PLAT
RISK FAMILY
PARTNERSHIP
(2810 TEXOMA PKWY)

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

FINAL PLAT APPROVAL OF THE REPLAT OF A PART OF LOT 5, BLOCK ONE, MIDWAY INDUSTRIAL PARK ADDITION, BEING 53.192 ACRES IN THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085, ALSO BEING A REPLAT OF A PART OF LOT 5, BLOCK 1, MIDWAY INDUSTRIAL PARK ADDITION; DATAVAULT JOINT VENTURE, OWNER; CRANNELL, CRANNELL & MARTIN ENGINEERING, ENGINEER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (2945 FALLON DRIVE)

The City Council approved the Final Plat of the Replat of a Part of Lot 5, Block One, Midway Industrial Park Addition, located at 2945 Fallon Drive.

APPROVE FINAL PLAT
MIDWAY INDUSTRIAL
PARK ADDITION
(2945 FALLON DR.)

The owner would like to replat the 53.192 acre property for industrial development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 1 & 2, BLOCK 1, STATE HIGHWAY 91 NORTH ADDITION, BEING LOTS 1 AND 2, BLOCK 1, STATE HIGHWAY 91 NORTH ADDITION, CONTAINING 2.431 ACRES; BARBARA BROWN, OWNER; KYLE BOOTHE, BLUESTONE PARTNERS, LLC, CONTRACTOR/REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (4009 AND 4015 TEXOMA PARKWAY)

The City Council approved the Replat of Lots 1 and 2, Block 1, SH 91 North Addition, being Lots 1 and 2, Block 1 SH 91 North Addition, located at 4009 and 4015 Texoma Parkway.

APPROVE REPLAT
NORTH ADDITION
(4009 & 4015
TEXOMA PKWY)

The owner would like to replat the property into one lot for commercial development. The Planning and Zoning

COUNCIL MINUTES – DECEMBER 7, 2015

Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

APPROVAL OF THE 2015 AD VALOREM TAX ROLL VALUE AND TAX LEVY

The City Council approved the 2015 Ad Valorem Tax Roll Value and Tax Levy for FY 2015-2016. The Grayson County Tax Assessor/Collector's Office has provided Sherman's taxable value as \$2,529,491,444.00, which equates to a levy of \$9,310,582.88 based on the City's total tax rate of \$0.372 per \$100 valuation.
CONSENT AGENDA.

AD VALOREM TAX
ROLL VALUE &
TAX LEVY

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

REMOVE ITEMS FROM TABLE
ACTION TAKEN.

Motion by Deputy Mayor Sofey to remove the following six boards from table, for discussion and appointment.
Second by Council Member Couch.
VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED TO REMOVE FROM TABLE.

REMOVE ITEMS
FROM TABLE

COUNCIL AUDIT COMMITTEE (3)

Mayor Plyler, Council Member Davis, and Council Member Couch agreed to serve on the Council Audit Committee for a term from December 8, 2015 to November 2016.

COUNCIL AUDIT
COMMITTEE

INVESTMENT COMMITTEE (2)

Deputy Mayor Sofey and Council Member Watt agreed to serve on the Investment Committee for a term from December 8, 2015 to November 2016.

INVESTMENT
COMMITTEE

TAX REINVESTMENT COMMITTEE (2)

Council Member Steele and Council Member Johnson agreed to serve on the Tax Reinvestment Committee for a term from December 8, 2015 to November 2016.

TAX REINVESTMENT
COMMITTEE

TAX INCREMENT FINANCING BOARD #1

Mayor Plyler, Council Member Davis, and Deputy Mayor Sofey agreed to serve on the Tax Increment Financing Board #1 for a term from December 8, 2015 to November 2016.

TAX INCREMENT
FINANCING BOARD
#1

TAX INCREMENT FINANCING BOARD #2

Mayor Plyler, Council Member Davis, and Council Member Couch agreed to serve on the Tax Increment Financing Board #2 for a term from December 8, 2015 to November 2016.

TAX INCREMENT
FINANCING BOARD
#2

COUNCIL MINUTES – DECEMBER 7, 2015

TAX INCREMENT FINANCING BOARD #3

Mayor Plyler, Council Member Davis, and Council Member Johnson agreed to serve on the Tax Increment Financing Board #3 for a term from December 8, 2015 to November 2016.

TAX INCREMENT
FINANCING BOARD
#3

COUNCIL COMMENTS

SERVICE ON TEXOMA AREA PARATRANSIT BOARD OF DIRECTORS

Council Member Couch thanked Council Member Steele for his service on the Texoma Area Paratransit Board of Directors. He has done a good job representing the City.

SERVICE ON
TAPS BOARD

FOOD TRUCK ORDINANCE

Council Member Couch said when he was campaigning, citizens approached him about selling food from trucks at various events or to park and permanently sell food.

FOOD TRUCK
ORDINANCE

He said Mr. Hefton, Mr. Shelby, and Scott Shadden, Development Coordinator, are working on an ordinance.

TEXOMA AREA PARATRANSIT BOARD OF DIRECTORS

Council Member Steele said he was late to the Council Meeting because he was at a three hour TAPS Board Meeting. He said they are moving forward and look forward to TAPS “getting back on its feet” and surviving in the area.

TAPS BOARD
OF DIRECTORS

ANNUAL CHRISTMAS PARADE

Council Member Steele said the recent lighting of the Christmas Tree and the Christmas Parade were great.

ANNUAL CHRISTMAS
PARADE

SERVICE ON TEXOMA AREA PARATRANSIT BOARD OF DIRECTORS

Council Member Davis also thanked Mr. Steele for his service on the TAPS Board. He said it was a hard job to have and they appreciated his work.

SERVICE ON
TAPS BOARD

ANNUAL CHRISTMAS PARADE

Council Member Davis said the parade was great, the community was together, and the children were excited.

ANNUAL CHRISTMAS
PARADE

CONGRATULATIONS TO NEW COUNCIL MEMBER

Council Member Davis congratulated new Council Member Tammy Johnson on her appointment. He thanked her for her willingness to serve.

CONGRATULATIONS
TO NEW COUNCIL
MEMBER

WELCOME TO NEW COUNCIL MEMBER

Deputy Mayor Sofey welcomed new Council Member Tammy Johnson to the Council.

WELCOME TO
NEW COUNCIL
MEMBER

SERVICE ON TEXOMA AREA PARATRANSIT BOARD OF DIRECTORS

Deputy Mayor Sofey also thanked Council Member Steele for his service on the TAPS Board.

SERVICE ON
TAPS BOARD

THANKS TO STAFF

Deputy Mayor Sofey thanked the staff, Mr. Barnett, and the people at Kimley-Horn. The projects that the staff are working on go unnoticed until 25 years down the line, when the road system and development is in disarray. He said it is a big undertaking and he is looking forward to the accomplishments. He said it will be very important for the City in years to come.

WELCOME TO NEW COUNCIL MEMBER

Council Member Watt welcomed new Council Member Tammy Johnson to the City Council and said it will be a pleasure working with her.

ANNUAL CHRISTMAS PARADE

Council Member Watt recognized Lauren Roth, Tourism Director, and all those involved in the Christmas Tree Lighting and the Annual Christmas Parade, saying it was awesome.

SERVICE ON TEXOMA AREA PARATRANSIT BOARD OF DIRECTORS

Council Member Watt thanked Council Member Steele for his service on the TAPS Board, saying that they appreciate that he is a man of integrity and “walks the walk.”

THANKS FOR APPOINTMENT TO CITY COUNCIL

Council Member Johnson thanked City Council Members for appointing her to the City Council.

ANNUAL CHRISTMAS PARADE

Council Member Johnson recognized Ms. Roth, saying that the Christmas Tree was beautiful and there were many people at the Annual Christmas Parade.

SERVICE ON TEXOMA AREA PARATRANSIT BOARD OF DIRECTORS

Council Member Johnson thanked Council Member Steele for his service on the TAPS Board. She said it is a service much needed in the Sherman area, and she hoped something positive would come of it.

THANKS TO COUNCIL MEMBERS

Council Member Johnson thanked the other Council Members, saying that she was very proud to stand with them.

NEW CHRISTMAS TREE AND ANNUAL CHRISTMAS PARADE

Mayor Plyler thanked Ms. Roth and her staff for the purchase of the new Christmas Tree and said the Christmas Parade was lovely and everyone seemed to enjoy it.

TRANSPORTATION PROGRAM

Mayor Plyler recognized Mr. Barnett and his staff for the

THANKS TO STAFF

WELCOME TO
NEW COUNCIL
MEMBER

ANNUAL CHRISTMAS
PARADE

SERVICE ON
TAPS BOARD

THANKS FOR
APPOINTMENT TO
CITY COUNCIL

ANNUAL CHRISTMAS
PARADE

SERVICE ON
TAPS BOARD

THANKS TO
COUNCIL MEMBERS

NEW CHRISTMAS
TREE & ANNUAL
CHRISTMAS PARADE

TRANSPORTATION
PROGRAM

COUNCIL MINUTES – DECEMBER 7, 2015

Transportation Plan, adding that he really liked the “round-a-bout”.

FINLEY THEATER PRESENTATION OF SCROOGE

Mayor Plyler said he attended the Finley Theater presentation of “Scrooge” saying it was a wonderful production. He encouraged citizens to attend.

**FINLEY THEATER
PRESENTATION OF
SCROOGE**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Parks and Recreation Department will host the Candy Cane Hunt on December 12, 2015, from 1:00 pm to 3:00 pm, at Pecan Grove Park – West.
- The 2015 Nutcracker Ballet will be held at Kidd-Key Auditorium on December 21 and 22, 2015, at 7:00 pm.
- The City’s Solid Waste and Recycling Department will be closed Christmas Day and New Year’s Day. If your trash is normally picked up on Friday, move it to Thursday.

ANNOUNCEMENTS

MERRY CHRISTMAS

Mayor Plyler wished everyone a safe and blessed holiday.

MERRY CHRISTMAS

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

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

EXECUTIVE SESSION

SECTION 551.071(2)

CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION:
RECEIVE THE CITY ATTORNEY’S BRIEFING ON PENDING OR CONTEMPLATED LITIGATION

SECTION 551.074

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

DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE

COUNCIL MINUTES – DECEMBER 7, 2015

SECTION 551.087

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

On Motion duly made and carried, the Open Meeting recessed at 6:20 p.m.

John Spears from Quin Studio took a group photograph of the Council Members prior to the start of Executive Session. Council Members reconvened in Executive Session at 6:28 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:05 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

GREATER TEXOMA UTILITY AUTHORITY (GTUA) BOARD OF DIRECTORS (2)

ACTION TAKEN.

Motion by Deputy Mayor Sofey to reappoint George Rowland and to appoint Donald Johnston to the Greater Texoma Utility Authority Board of Directors for a term from December 31, 2015 to December 31, 2017. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

GTUA BOARD
OF DIRECTORS

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:05 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Transportation Planning

December 7, 2015





Background

- April 21, 2015 Budget Planning Meeting – City Council identified development management of the Heritage Parkway (FM 1417) Corridor as a priority
- May 4, 2015 City Council Meeting – Council approved a contract with Kimley-Horn and Associates, Inc. for transportation and planning services

Project Team

- Transportation Planning
 - Rob Rae, AICP
 - Project Manager
 - Previously worked with the SDMPO on the regional plan
 - Drew Brawner, AICP
 - Planning Recommendations
 - Jonelle Hanson
 - Technical Analysis
- Roadway Design
 - Nathan Ante, P.E.
 - Roadway Alignments
 - Working with the City on Loy Lake and others
 - Ryan Dufour, EIT
 - Engineering Support

Kimley»Horn

Sherman
CLASSIC TOWN. BROAD HORIZON.

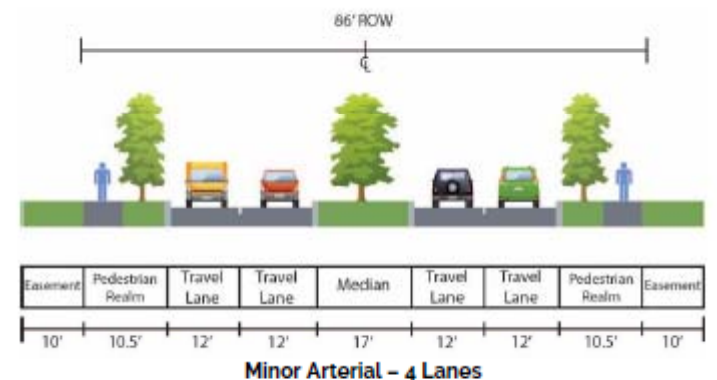
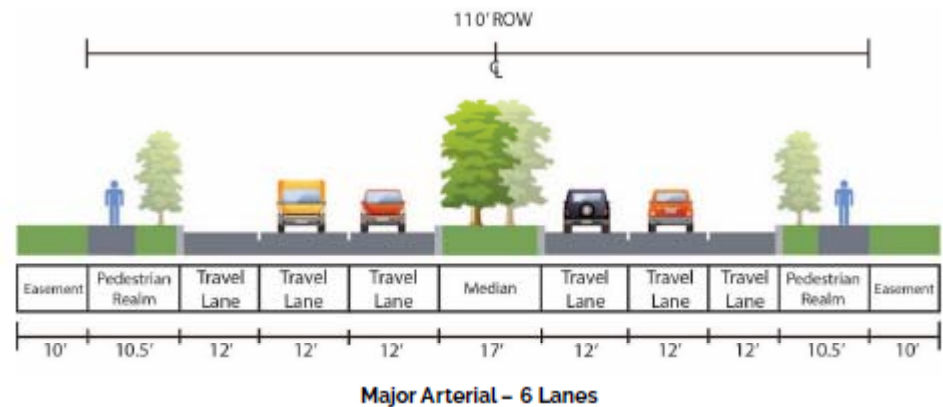
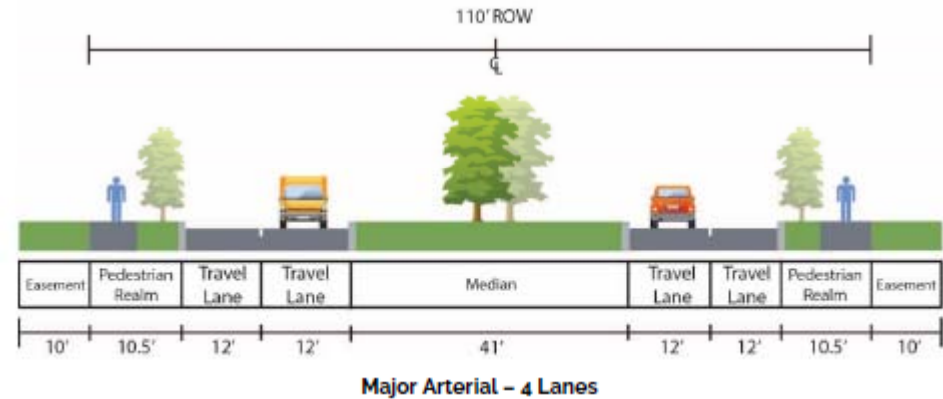
Thoroughfare Plan Purpose

- Makes provisions for roadway improvements to anticipate future population and employment growth
- Updated every 5-10 years
 - Demographic and land use changes
- A guide to:
 - Determine Alignment
 - Preserve Right-of-way
 - Define Design guidelines



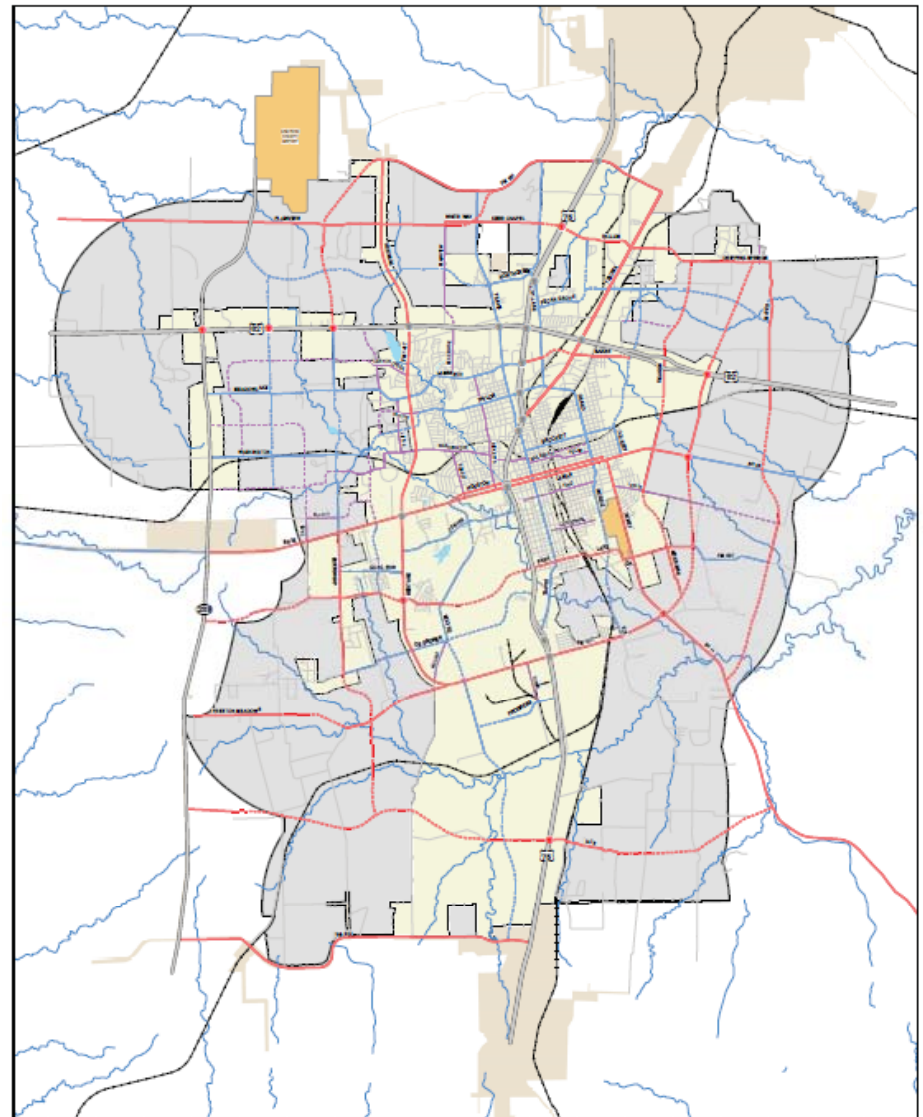
Thoroughfare Plan Changes

- Updated Document
- Updated Thoroughfare Plan Map
- New Standard Cross Sections
- Technical Analysis
- Northwest Sector Changes
- Taylor Street Realignment

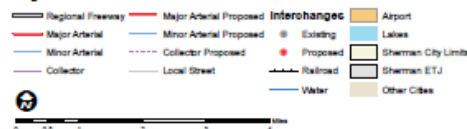


Thoroughfare Plan Map

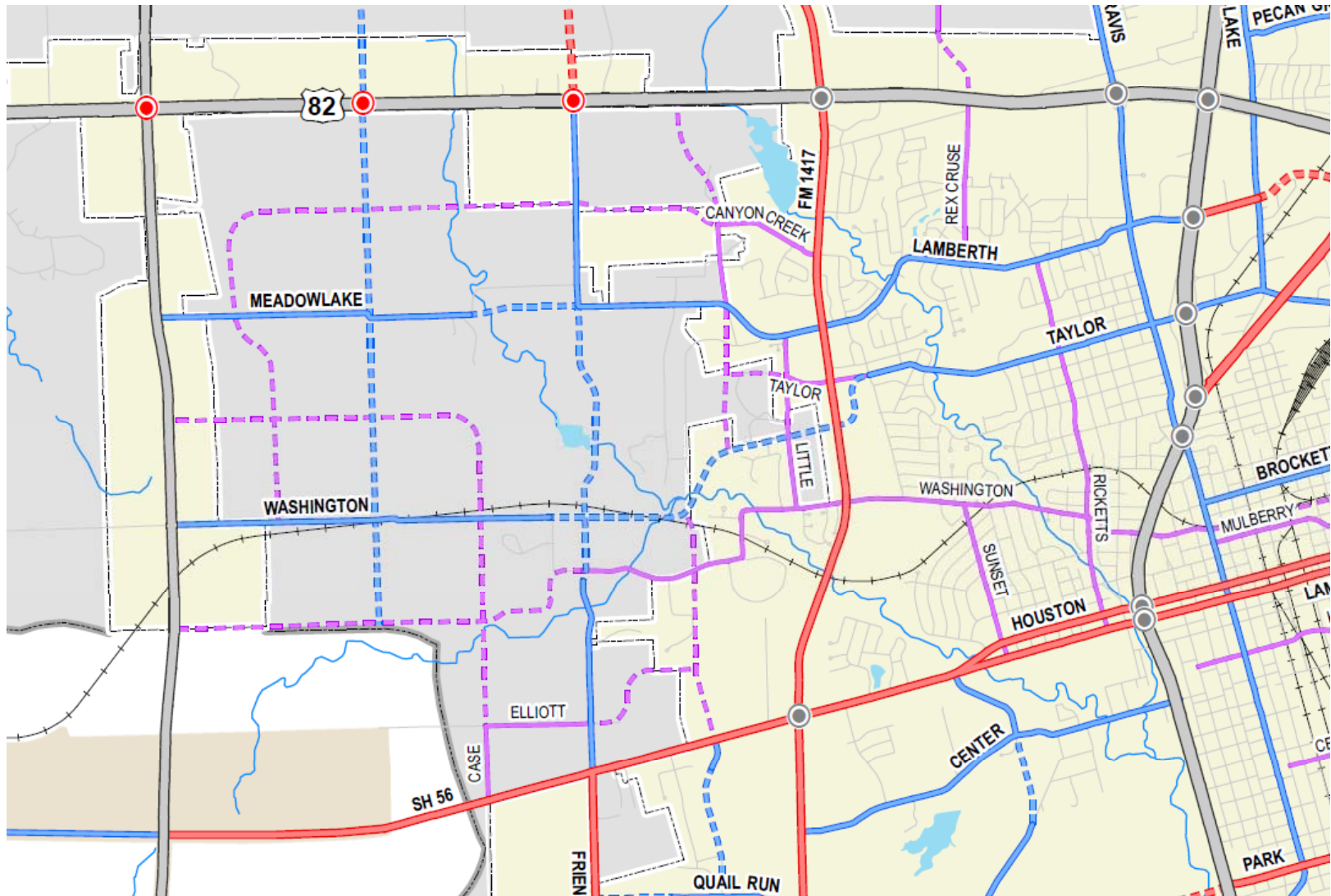
- Updated map to be used by City Staff, Developers and Land Owners
- Refined network in Northwest Sector



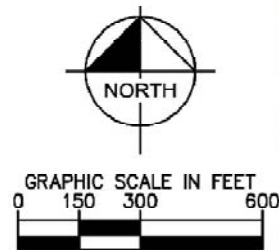
Legend



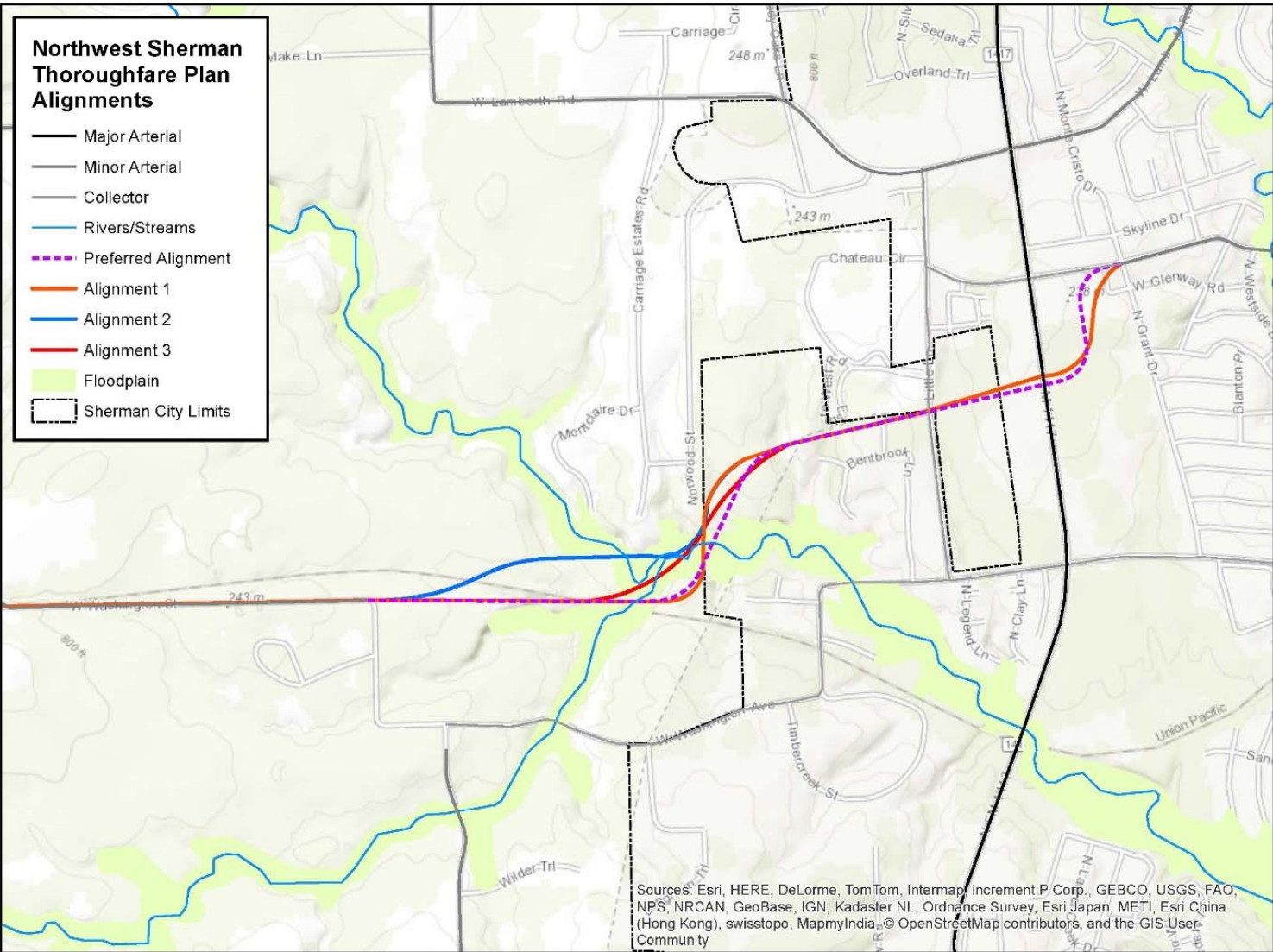
Refined Thoroughfare Network



Realignment of Taylor Street at FM 1417



Alignment of Taylor Street West of FM 1417





Other Transportation Issues

- Next steps in regards to the extension of Taylor Street
- Continuing to update our Transportation Plan
- Recent developments in transportation funding
- Anticipated projects undertaken by the Sherman-Denison Metropolitan Planning Organization (SDMPO)
- Anticipated projects undertaken by the Texas Department of Transportation (TxDOT)
- Recommend a Council transportation workshop to be held in the first quarter of 2016

Questions

- If you don't know where you're going, any road will get you there. – Lewis Carroll



TEXAS



MAIN
STREET

TEXAS HISTORICAL COMMISSION



TEXAS HISTORICAL COMMISSION

WELCOMES

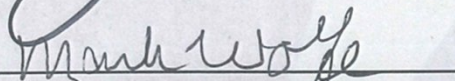
SHERMAN

INTO THE

TEXAS MAIN STREET PROGRAM

OCTOBER 30, 2015

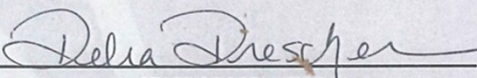

CHAIRMAN
TEXAS HISTORICAL COMMISSION


EXECUTIVE DIRECTOR
TEXAS HISTORICAL COMMISSION



TEXAS HISTORICAL COMMISSION
real places telling real stories


DIVISION DIRECTOR
TEXAS HISTORICAL COMMISSION


STATE COORDINATOR
TEXAS HISTORICAL COMMISSION

Texas Main Street Program

- Operates through the Texas Historical Commission
- Mission: is to provide technical expertise, resources, and support for communities in the preservation and revitalization of historic downtowns
- Focus: organization, economic restructuring, design and promotion



Program Expectations

- Program does not include grant funds
- Three (3) year commitment
- Full time employee dedicating 51% of time to program
- Form an advisory Committee
- Annual training for Main Street Manager





Sherman

GRAYSON COUNTY  TEXAS

Tourism

Mission: to promote Sherman, Texas as a premiere location for cultural, recreational, and leisure activities for visitors.



Mission Objectives

- Increase visitor awareness
- Promote Sherman's unique heritage, venues and activities
- Maintain effective relationships with tourism related entities and stakeholders
- Promote local arts & humanities
- Foster usage of city facilities for events



Propose to Marry Programs and Unify Management Responsibilities

Tourism



Advantages

- Related Purpose
- Common Vision
- Cost Effective
- Unify Leadership Responsibilities under one Program Manager





Tourism

	Budget	
	<i>Current</i>	<i>Proposed</i>
Personnel	\$62,000	\$60,000
Supplies		\$3,500
Office Lease	\$8,000	\$15,000
Advertising	\$36,000	\$38,000
Travel/Conferences	\$3,000	\$3,000
Office Expenses	\$15,000	-
Dues/Membership	\$3,000	\$2,500
Programs		
• Museum Support	\$50,000	\$50,000
• Main Street Program	\$20,000	\$25,000
• Hot Summer Nights	\$18,000	\$18,000
• Tourism Grants	\$25,000	\$25,000
Total	\$240,000	\$240,000

Office Location

- Boardwalk Building
- Travis Frontage
- On the Square
- Ground Level
- 675 Sq Feet
- Within Current Budget
- February/March Availability



Tourism & Main Street Management

- Tourism currently operating under 90 day contract - ending December 30, 2015
- Propose to unify Tourism and Main Street Programs under the responsibility of the City's Community & Support Services
- Propose to advertise program manager position internally & externally
- Fill manager position by end of January 2016
- Propose a 30 day extension of contract with Chamber of Commerce – through January 31, 2016





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 01/04/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5925

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2016"; Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Said Notes; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Said Notes, Including the Approval and Execution of a Paying Agent/Registrar Agreement and a Note Purchase Agreement; Providing an Effective Date

Issue:

To authorize the issuance of \$1.84 million in Limited Tax Notes (Notes) for Loy Lake Road street improvements

Background:

The Council approved the Loy Lake Road improvements from Sara Swamy to Highway 82, funded by Tax Note proceeds, as a part of the fiscal year 2016 budget. This Ordinance authorizes the issue of the notes and their repayment over the next four (4) years. The proceeds from issuance are expected to be received on February 15, 2016. Although the Notes call for an ad valorem tax pledge as security, the source of repayment for these Notes will be the 1/8 cent special street sales tax that will sunset in 2020. Any proceeds remaining after the completion of the Loy Lake Road project may be used for other street projects in the City.

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance for these Notes will be about \$25,000.00, the cost of which will be netted against the proceeds from issuance.

Staff Recommendation:

The staff recommends that the Council approve the Ordinance as presented.

Alternatives:

No alternatives can be recommended by staff at this time.

Attachments

Ordinance No. 5925

ORDINANCE NO. 5925

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2016"; SPECIFYING THE TERMS AND FEATURES OF SAID NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID NOTES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A NOTE PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended, (hereinafter called the "Act"), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work and (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred (i) for street improvements, including drainage, curbs, gutters, traffic signalization, sidewalks, and utility line relocations related thereto, and the acquisition of land and rights-of-way therefor, and (ii) to pay professional services rendered in relation to such projects and the financing thereof;

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Notes of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$1,840,000, to be designated and bear the title "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2016" (hereinafter referred to as the "Notes"), for the purpose of paying contractual obligations to be incurred (i) for street improvements, including drainage, curbs, gutters, traffic signalization, sidewalks, and utility line relocations related thereto, and the acquisition of land and rights-of-way therefor, and (ii) to pay professional services rendered in relation to such projects and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2: Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rates. The Notes shall be issued as fully registered obligations only, shall be dated January 1, 2016 (the "Note Date"), shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rate(s)</u>
2017	\$430,000	
2018	460,000	

<u>Year of Stated Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rate(s)</u>
2019	470,000	
2020	480,000	

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers, anticipated to be February 2, 2016 (the "Delivery Date") at the per annum rate shown above in this Section. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2017, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of _____ to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Deputy Mayor and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturities or redemption, only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices in _____ (the "Designated Payment/Transfer Office). Interest on the Notes shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) **Optional Redemption.** The Notes maturing on and after August 15, 2019 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2018 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) **Exercise of Redemption Option.** At least forty-five (45) days prior to a redemption date for the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Notes, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Notes shall be entered in the minutes of the governing body of the City.

(c) **Selection of Notes for Redemption.** If less than all Outstanding Notes of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Notes as representing the number of Notes Outstanding which is obtained by dividing the principal amount of such Notes by \$5,000 and shall select the Notes, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(d) **Notice of Redemption.** Not less than thirty (30) days prior to a redemption date for the Notes, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Note to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Notes, (ii) identify the Notes to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Notes, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Notes, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Note is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Note (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Note (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be transferred or exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Note (other than the Initial Note(s) authorized in Section 7 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes (other than the Initial Note(s) authorized in Section 7 hereof) may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Note called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Note; provided, however, such limitation on transferability shall not be applicable to an exchange by the Notes of the unredeemed balance of a Note called for redemption in part.

SECTION 6: Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or Deputy Mayor under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 7: Initial Note(s). The Notes herein authorized shall be initially issued either (i) as a single fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered Notes, being one note for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Note(s)") and, in either case, the Initial Note(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note(s) shall be the Notes submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Note(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Note(s) delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

(a) **Forms Generally.** The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City

or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes and the Initial Note(s) shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

(b) Form of Definitive Note.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTE, SERIES 2016

Note Date:
January 1, 2016

Interest Rate:
____%

Stated Maturity:
August 15, 20____

Delivery Date:
February 2, 2016

Registered Owner:

Principal Amount:

DOLLARS

The City of Sherman (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, unless redeemed prior to maturity in accordance with its terms, the Principal Amount stated above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal amount hereof from the Delivery Date at the per annum rate shown above; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2017, until maturity or prior redemption. Principal of this Note is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the

United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$1,840,000.00 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred (i) for street improvements, including drainage, curbs, gutters, traffic signalization, sidewalks, and utility line relocations related thereto, and the acquisition of land and rights-of-way therefor, and (ii) to pay professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Notes maturing on and after August 15, 2019 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2018 or on any date thereafter at the redemption price of par together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Notes, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Note to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Note (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Note (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Note is to be redeemed, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Note to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Note or Notes of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Note is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Note to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Note redeemed in part.

With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Notes to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Notes do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Notes by the levy of a tax as aforesated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Note to be duly executed under the official seal of the City.

CITY OF SHERMAN, TEXAS

By: _____
David Plyler, Mayor

COUNTERSIGNED:

Linda Ashby, City Clerk

This space intentionally left blank

Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (REGISTER NO. _____
THE STATE OF TEXAS (

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in _____, is the "Designated Payment/Transfer Office" for this Note.

_____,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)
_____) the within Note and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

(e) The Initial Note(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Note shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$1,840,000.00

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTE, SERIES 2016

Note Date:
January 1, 2016

Delivery Date:
February 2, 2016

Registered Owner:

Principal Amount: ONE MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate(s)</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of its delivery to the initial purchasers (February 2, 2016) at the per annum rate shown above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2017, until maturity or prior redemption. Principal installments of this Note are payable at its Stated Maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2016 Note Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

The Mayor, Deputy Mayor, City Manager, Assistant City Manager, Director of Finance and City Clerk of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

Notwithstanding the requirements contained in this Section, to the extent other lawfully available funds of the City are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have

been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

SECTION 10: Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii)

noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations under applicable law that may be used to defease obligations such as the Notes.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Notes such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 12: Ordinance a Contract-Amendments-Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section 13, the following terms have the following meanings:

"Closing Date" means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Director of Finance or City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Notes to be "qualified tax-exempt obligations" in that the Notes are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2016 will not exceed \$10,000,000.

SECTION 14: Sale of Notes. The offer of _____ (herein referred to as the "Purchaser") to purchase the Notes in accordance with a Note Purchase Agreement, dated as of January 4, 2016, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Notes to said Purchaser is hereby approved and authorized, and declared to be in the best interest of the City. The Mayor or Deputy Mayor is hereby authorized and directed to execute the acceptance clause thereof for and on behalf of the City and as the act and deed of this City Council. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15: Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchasers.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Notes, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any excess note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 17: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18: Cancellation. All Notes surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 19: Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Rulbright US LLP, Dallas, Texas, approving the Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Notes.

SECTION 20: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

SECTION 21: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 22: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 27: Further Procedures. Any one or more of the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Director of Finance or City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Director of Finance, City Clerk or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 30: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
NOTE PURCHASE AGREEMENT



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 01/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5926

Closing and Vacating a Certain Easement in Lot 1 of Block "A" of the Replat of Blocks "A", "B" and "D" of the Sherman Commons Addition in the City of Sherman, Grayson County, Texas; Providing for the Reversion of Interest to the Owner of Said Property

Issue:

It is necessary to close and vacate an easement in Lot 1 of Block "A" of the Replat of Blocks "A", "B" and "D" of the Sherman Commons Addition.

Background:

The easement was obtained during the platting process in the City of Sherman. This easement will not be utilized and is no longer necessary.

Origination:

Sherman Commons L.P.

Financial Consideration:

A minimal filing fee at Grayson County.

Staff Recommendation:

It is recommended that the City Council approve closing and vacating the utility easement and the reversion of interest to the property owner, Sherman Commons L.P. The franchise utility companies have agreed to the vacating and closing of this easement.

Alternatives:

The City Council could retain the easement.

Attachments

Ordinance No. 5926

Exhibits A and B

Utility Letters

Location Map

ORDINANCE NO. 5926

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND VACATING A CERTAIN EASEMENT IN LOT 1 OF BLOCK "A" OF THE REPLAT OF BLOCKS "A", "B" AND "D" OF THE SHERMAN COMMONS ADDITION IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING FOR THE REVERSION OF INTEREST TO THE OWNER OF SAID PROPERTY; 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:

WHEREAS, the owner of the subject property is Sherman Commons L.P.; and

WHEREAS, said owner has requested that the easement hereinafter described be closed and vacated;

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

SECTION 1. That the hereinafter described utility easement in the Replat of Blocks "A", "B" and "D" of the Sherman Commons Addition, City of Sherman, Grayson County, Texas, be and the same is hereby extinguished, vacated, closed and permanently abandoned as an easement for public utilities, as described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. That fee title to such land be and is hereby released and shall revert to the owner of said property as provided by law.

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM Headquarters #10081100

P.O. Box 1843 * 109 S. Travis * Sherman, Texas 75091-1843
Phone (903) 892-8003 * Fax (903) 868-2970 * Email – msartin@gcecisp.com

EXHIBIT “A”

ABANDONMENT OF PORTION OF UTILITY EASEMENT

SITUATED in the County of Grayson, State of Texas, being a part a variable width platted utility easement, (herein after referred to as “easement”) located in Lot ONE of Block “A” of the REPLAT of BLOCKS A, B and D of SHERMAN COMMONS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 18, Pages 78 & 79, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

COMMENCING at the Southeast corner of said Lot Two, the Northwest corner of Lot Two in said Block “A”, on an East line of said easement;

THENCE West, with the South line of said Lot One, the North line of said Lot Two, a distance of 60.95 feet to a point on the West line of said easement;

THENCE North, along a West line of said easement, at a distance of 25.97 feet passing an ell corner of said easement at a jog to the West, at a distance of 40.97 feet passing an ell corner of said easement at a jog back to the North and continuing with a West line of said easement for a total distance of 62.50 feet to an ell corner of said utility easement at a jog to the West;

THENCE West, with a South line of said easement, a distance of 43.50 feet to the Southeast corner of the herein described tract and the **TRUE POINT OF BEGINNING**;

THENCE West, continuing along a South line of said easement, a distance of 100.00 feet to a Southwest corner of said easement;

THENCE North, along a West line of said easement, a distance of 15.00 feet to a Northwest corner of said easement;

THENCE East, along a North line of said easement, a distance of 100.00 feet to the Northeast corner of the herein described tract;

THENCE South, a distance of 15.00 feet to the **PLACE OF BEGINNING** and being a 15 x 100 foot strip of land.....

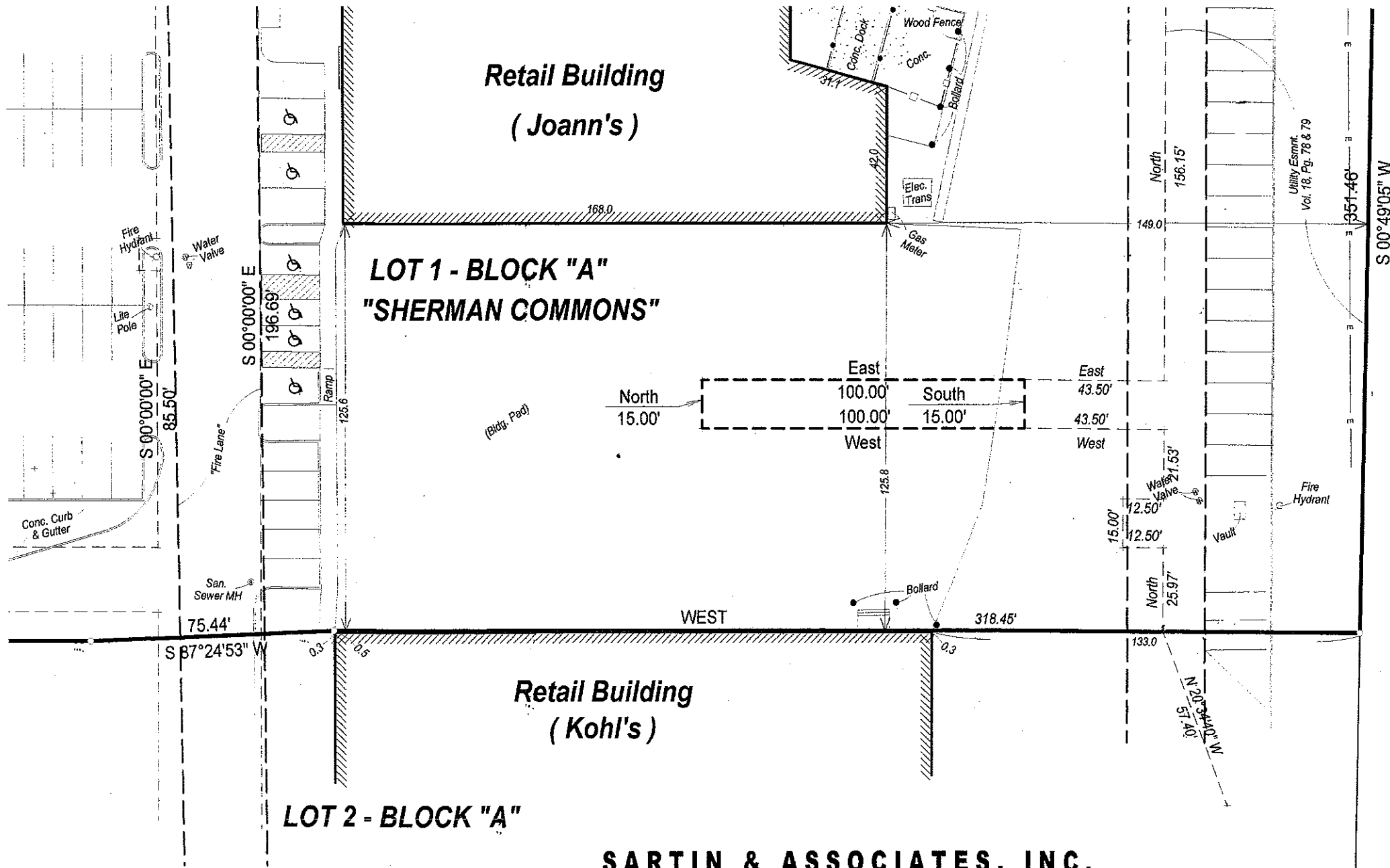


EXHIBIT "B"

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM Headquarters - # 10081100

109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email: msartin@gceclsp.com

ULTA-ESMNT.pcs

Whitfield, Lisa

From: Cook, Clint <Clinton.Cook@cableone.biz>
Sent: Friday, November 13, 2015 1:11 PM
To: Whitfield, Lisa
Subject: FW: Vacate Utility Easement

Thanks

Clint Cook
CableOne - Sherman
Technical Operations Manager
3720 Texoma Parkway
Sherman, TX 75090

-----Original Message-----

From: Miller, Cecil
Sent: Wednesday, November 11, 2015 10:23 AM
To: Cook, Clint
Subject: RE: Vacate Utility Easement

Clint,

It is my opinion that the abandonment of the easement, as shown in the below request, will have no adverse affect on CableOne's ability to provide service in the area.

Cecil Miller
Cableone - Sherman
Project Manager

-----Original Message-----

From: Cook, Clint
Sent: Tuesday, November 10, 2015 3:04 PM
To: Miller, Cecil
Subject: FW: Vacate Utility Easement

Can you look into this?

Thanks

Clint Cook
CableOne - Sherman
Technical Operations Manager

Whitfield, Lisa

From: Meek, Stephen <Stephen.Meek@oncor.com>
Sent: Thursday, November 12, 2015 9:22 AM
To: Whitfield, Lisa
Subject: RE: Vacate Utility Easement

Oncor has no issue with vacating and abandoning the attached easement as indicated on your sketch.

Stephen Meek
Utility Designer Sr.
ONCOR ELECTRIC DELIVERY

2201 Woodlake Rd
Denison, Texas 75021
903-868-8287

No Injuries...No Accidents...NOT TODAY!!!

-----Original Message-----

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Tuesday, November 10, 2015 2:28 PM
To: Cook, Clint; Meek, Stephen; Fairbrother, Kevin; Thomas, Jacky G; Smith, Chris W (CHRIS)
Subject: Vacate Utility Easement

Do any of you have an issue with vacating and abandoning the attached easement? I have also attached the plat for your use.

Let me know if you have any questions or concerns.

Thanks for all your help.
Lisa Whitfield
City of Sherman
903-892-7212

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

Whitfield, Lisa

From: Smith, Chris W (CHRIS) <smith.chris@verizon.com>
Sent: Thursday, November 12, 2015 3:46 PM
To: Whitfield, Lisa; Cook, Clint; Stephen.Meek@oncor.com; Kevin.Fairbrother@oncor.com; Thomas, Jacky G
Subject: RE: Vacate Utility Easement

Verizon has no facilities in this easement and has no objections to it being abandoned.

Thanks,

Chris W. Smith
Supervisor-Network Engineering
Twin Cities & Eastern Districts
Ofc 972-578-3311
Fax 972-578-3396

-----Original Message-----

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Tuesday, November 10, 2015 2:28 PM
To: Cook, Clint; Stephen.Meek@oncor.com; Kevin.Fairbrother@oncor.com; Thomas, Jacky G; Smith, Chris W (CHRIS)
Subject: Vacate Utility Easement

Do any of you have an issue with vacating and abandoning the attached easement? I have also attached the plat for your use.

Let me know if you have any questions or concerns.

Thanks for all your help.
Lisa Whitfield
City of Sherman
903-892-7212

Whitfield, Lisa

From: Thomas, Jacky G <Jacky.Thomas@atmosenergy.com>
Sent: Thursday, December 10, 2015 1:16 PM
To: Whitfield, Lisa
Cc: White, Darrell; Martin, Johnny A
Subject: FW:
Attachments: 16058.pdf; 20151110140443404.pdf

Atmos has no facilities in this easement and have no issues with the abandonment.

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Thursday, December 10, 2015 1:06 PM
To: Thomas, Jacky G
Subject:

CAUTION - THIS IS AN EXTERNAL EMAIL. Do not open attachments or click links from unknown sources or unexpected email.

City of Sherman
Lisa Whitfield
Engineering & Development Coordinator
903-892-7212
903-870-7802 FAX

Sherman
CLASSIC TOWN. BROAD HORIZON.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 01/04/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5927

Amending Chapter 4 of the Code of Ordinances, entitled "Business Regulations", Article 4.14, entitled "Alcoholic Beverages", at Division 2, entitled "Lawful Consumption", Section 4.14.031, entitled "Permit Certification; Procedures", to Require Seller/Server Training Certified by the Texas Alcoholic Beverage Commission

Issue:

The Texas Alcoholic Beverage Commission does not require all sellers/servers of alcohol to complete the seller/server certification required of the permit holder. Council expressed a desire at the December 7, 2015 meeting that the City make this certification a requirement.

Background:

At the December 7, 2015 meeting, the City Council adopted Ordinance No. 5889 to extend the hours for the sale of alcoholic beverages within the Sherman city limits. At this meeting, the City Council directed the staff to bring back an amendment to the ordinance that would require the sellers, servers and distributors of alcoholic beverages to complete seller/server training certified by the Texas Alcoholic Beverage Commission.

Origination:

Councilman Kevin Couch

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff's recommendation that the Council adopt the proposed ordinance.

Alternatives:

The Council could leave the code provisions as they are now.

Attachments

Ordinance No. 5927

ORDINANCE NO. 5927

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", AT DIVISION 2, ENTITLED "LAWFUL CONSUMPTION", SECTION 4.14.031, ENTITLED "PERMIT CERTIFICATION; PROCEDURES", TO REQUIRE SELLER/SERVER TRAINING CERTIFIED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 4, Article 4.14, Division 2 of the Code of Ordinances of the City of Sherman, Texas, be amended at Section 4.14.031 so that such section shall read as follows:

**ARTICLE 4.14 ALCOHOLIC BEVERAGES
Division 2. Lawful Consumption**

Sec. 4.14.031 Permit certification; procedures

- (a) It shall be unlawful for any person to manufacture, distill, brew, import, transport, store for purposes of sale, distribute or sell any beer, wine or mixed beverages within the city unless such person has obtained a valid state permit application from the office of the city clerk.
- (b) Any person wishing to manufacture, distill, brew, import, transport, store for purposes of sale, distribute or sell any beer, wine or mixed beverages must complete a state permit application and pay the initial administrative fee as set forth in section 4.14.032.
- (c) The city clerk shall submit each permit application to the appropriate city departments to ensure that the application complies with all city ordinances and regulations, including this article.
- (d) After approval by all necessary city departments, the application shall be deemed certified by the city clerk upon payment by the applicant of the initial administrative fee, as set forth in section 4.14.032.

(e) After final approval by the state alcoholic beverage commission, the permittee shall return a copy of the approved state permit to the office of the city clerk where it shall be kept on file.

(f) Any person who, as a part of their employment, sells, distributes, or serves any beer, wine or mixed beverage must complete a seller/server training course certified by the Texas Alcoholic Beverage Commission. A copy of said certification must be kept on file with said seller/server's place of employment and be made available upon request.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. 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 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 01/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5925, 5926 and 5927

Issue:

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5925

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2016"; Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Said Notes; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Said Notes, Including the Approval and Execution of a Paying Agent/Registrar Agreement and a Note Purchase Agreement; Providing an Effective Date

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5926

- C. 2.** Closing and Vacating a Certain Easement in Lot 1 of Block "A" of the Replat of Blocks "A", "B" and "D" of the Sherman Commons Addition in the City of Sherman, Grayson County, Texas; Providing for the Reversion of Interest to the Owner of Said Property

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5927

- C. 3.** Amending Chapter 4 of the Code of Ordinances, entitled "Business Regulations", Article 4.14, entitled "Alcoholic Beverages", at Division 2, entitled "Lawful Consumption", Section 4.14.031, entitled "Permit Certification; Procedures", to Require Seller/Server Training Certified by the Texas Alcoholic Beverage Commission
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 5.

Meeting Date: 01/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

C. 1. * RESOLUTION NO. 6046

Authorizing Execution of a Contract with the Sherman Chamber of Commerce for the Promotion of Tourism in Sherman and its Surrounding Area

C. 3. * RESOLUTION NO. 6048

Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Five Power-LOAD Cot Fastening Systems for Use with Five Ambulances of the City of Sherman Fire Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

C. 7. * RESOLUTION NO. 6052

Awarding a Bid to and Authorizing Execution of an Agreement with JPMorgan Chase Bank, NA for the Lease-Purchase Financing of Capital Equipment

C. 8. * RESOLUTION NO. 6053

Authorizing Execution of an Encroachment Easement to Westar Home Builders, LLC., for the Placement of a Retaining Wall within the 10' Utility Easement located on Lot 4, Block 2 of the Parkhaven Addition, Section 5 (Calgary Drive) in the City of Sherman

D. 1. * REQUEST TO ADVERTISE

Annual Water and Sewer Maintenance Supplies and Parts



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 01/04/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6046**

Authorizing Execution of a Contract with the Sherman Chamber of Commerce for the Promotion of Tourism in Sherman and its Surrounding Area

Issue:

To contract with the Sherman Chamber of Commerce for the promotion of tourism in Sherman and its surrounding area for a period of thirty (30) days, beginning January 01, 2016 and ending January 31, 2016

Background:

At the Budget Workshop, the City Council approved continuing the City of Sherman's Tourism Program through the Sherman Chamber of Commerce and chose to enter into a ninety (90) day contract with the Chamber, which expires December 31, 2015. As a result of the City's recent designation as a Main Street City, the decision was made to combine management responsibilities concerning Tourism and the Main Street Programs under the responsibility of the City's Community and Support Services Department. Until such time as a Main Street/Tourism Manager is selected, the City will consider contracting with the Chamber of Commerce under a thirty (30) day contract, with the option of extending such contract on a month-to-month-basis, as needed. The proposed contract would be in effect January 01, 2016 through January 31, 2016.

Origination:

City Manager Robby Hefton
Community & Support Services Director Steve Ayers

Financial Consideration:

The contract calls for the Chamber to receive \$14,000.00 from Hotel-Motel Occupancy Tax revenues and reserves on a reimbursement basis. Funds were appropriated in the fiscal year (FY) 2015-2016 budget to cover these costs.

Staff Recommendation:

The staff recommends approval of the 30-day contract for tourism services through the Sherman Chamber of Commerce.

Alternatives:

The City Council could instruct the staff to make changes to the 30-day contract; or the Council could reject said contract.

Attachments

Resolution No. 6046
Contract for Tourism

RESOLUTION NO. 6046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH THE SHERMAN CHAMBER OF COMMERCE FOR THE PROMOTION OF TOURISM IN SHERMAN AND ITS SURROUNDING AREA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with the Sherman Chamber of Commerce for the promotion of tourism in Sherman and its surrounding area in accordance with the 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACT FOR TOURISM

THIS CONTRACT is made and entered by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas (hereinafter called "CITY") and the SHERMAN CHAMBER OF COMMERCE, a non-profit corporation of the State of Texas (hereinafter called "CHAMBER").

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a city to levy and collect an occupancy tax on hotels and motels; and

WHEREAS, CITY levies and collects a tax equal to seven percent (7%) of the consideration paid by occupants of hotels and motels; and

WHEREAS, CITY and CHAMBER desire to promote tourism and advertise the City of Sherman and its vicinity;

NOW, THEREFORE, CITY and CHAMBER agree as follows:

I.

CITY agrees to reimburse CHAMBER for up to Fourteen Thousand Dollars and No Cents (\$14,000.00) of actual tourism management expenses used in the promotion of tourism in Sherman and its surrounding area through the CHAMBER's Division of Tourism. Such tourism management expenses shall be collected under the Hotel/Motel Occupancy Tax of the CITY. All disbursements related to the tourism management expenses will be to reimburse CHAMBER for actual expenses made to third parties for the purpose of promoting tourism. Reimbursement will be based on copies of actual invoices or other proofs of payment as requested by CITY.

Operational expenses may include administrative, program, advertising or marketing expenses. The following proposed expenses shall be deemed approved upon the execution of this contract:

- a. Salary for tourism director (\$4,700.00)
- b. Lease expenses (\$700.00)
- c. Advertising (\$400.00)

II.

The CHAMBER and its Division of Tourism shall spend no money received by it pursuant to this agreement that does not strictly conform to the requirements, intent and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.101(a)(1)-(6), as amended, and such statutorily authorized administrative expenses, together with the Texas Attorney General opinions. Specifically, CHAMBER shall use such hotel tax revenues solely for the purposes that

will enhance and promote tourism, which shall mean events, activities or programs that are likely to attract visitors from outside the City.

III.

CHAMBER, through its Division of Tourism, shall prepare and provide to CITY a plan of work and budget pertaining to the funds to be administered under this contract by the Division of Tourism which aligns with CITY'S tourism mission, core values, goals and objectives. The detailed budget and work plan shall be presented to the Sherman City Council no later than the City Council requested date. The budget shall individually list all items, events, activities or programs for which any part of the revenues from the hotel tax are to be spent, as required in Section 351.108 of the Texas Tax Code, as amended. No hotel tax revenue expense shall occur prior to it being properly identified in the budget. Any line item adjustment or transfer of money to another line item in the budget shall immediately be presented to the City Manager with explanation. Any significant amendments, additions, or deletions to this budget over Five Thousand Dollars and No Cents (\$5,000.00) shall be approved by the Sherman City Council before such amendments, additions or deletions shall take place.

Tourism related events in Sherman typically include a summer concert series, an Independence Day celebration and an arts festival in the fall. CHAMBER will be expected to continue to provide these or equivalent tourism events.

Receipt or acceptance by the Sherman City Council of the CHAMBER'S tourism plan of work or budget, or any changes to it, shall not act as or be deemed to be approval that the items listed by CHAMBER to receive hotel tax revenues are lawful tourism expenses.

IV.

CHAMBER shall furnish CITY monthly financial reports on tourism activities which show all actual expenses whether those expenses are budgeted or not. The report shall compare actual expenses to budgeted expenses and to actual expenses from the prior year. CHAMBER shall also provide CITY monthly program reports on tourism activities compared to the approved work plan. At the close of the agreed term, CHAMBER shall cause a financial audit to be performed by a duly licensed Certified Public Accountant. The audit report shall segregate the tourism activities from the general CHAMBER activities by such schedules or disclosures as are necessary for a reasonable reader to determine the financial condition and the results of operations of the tourism program. The audit report for the initial term shall be presented to the office of the City Manager no later than March 1, 2016.

V.

This agreement shall be for the term of One Month, beginning January 1, 2016, and ending January 31, 2016, unless the Hotel/Motel Occupancy Tax Ordinances of the City of Sherman are repealed or amended within such term, or the failure of CHAMBER to conditions herein.

VI.

This Agreement shall renew automatically for additional One Month terms, at the option of CITY, until the end of CITY's 2016 fiscal year on September 30, 2016. Notice of non-renewal shall be given by CITY no later than five (5) business days prior to the expiration of a given term.

This agreement may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of CITY and by CHAMBER. This agreement shall be construed in accordance with the laws of the State of Texas, and shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of the Sherman Chamber of Commerce and on behalf of the City of Sherman, by its City Manager and attested by its City Clerk, effective the first day of January, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
CITY MANAGER

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CHAMBER OF COMMERCE

(CORPORATE SEAL)

BY: _____
NAME: EDDIE BROWN
TITLE: CHAMBER PRESIDENT
ADDRESS: 307 WEST WASHINGTON
SUITE 100
SHERMAN, TEXAS 75090

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 01/04/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6047

Approving the Greater Texoma Utility Authority's Intention to Contract with Landmark Structures I, L.P. for Construction of the Southwest Sherman Elevated Storage Tank

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for construction of the Southwest Sherman Elevated Storage Tank

Background:

The current Capital Improvement Program contains a project for the construction of a new elevated storage tank in Southwest Sherman. Four (4) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$2,352,000.00 was submitted by Landmark Structures I, L.P.

Origination:

Department of Utilities Administration

Financial Consideration:

The project is funded through the GTUA.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with Landmark Structures I, L.P. in the amount of \$2,352,000.00 for construction of the Southwest Sherman Elevated Storage Tank.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6047

GTUA Letter dated December 21, 2015

Engineer's Recommendation dated December 14, 2015

Bid Tabulation

Location Map

RESOLUTION NO. 6047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LANDMARK STRUCTURES I, L.P. FOR CONSTRUCTION OF THE SOUTHWEST SHERMAN ELEVATED STORAGE TANK; 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with Landmark Structures I, L.P. in the total amount of Two Million, Three Hundred and Fifty-Two Thousand Dollars and Zero Cents (\$2,352,000.00) for the construction of the Southwest Sherman Elevated Storage Tank.

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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



GREATER TEXOMA UTILITY AUTHORITY

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

December 21, 2015

Mr. Robby Hefton
City Manager
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

Re: Award of Contract for the new 1.5 million gallon Southwest Elevated Storage Tank Project

Dear Robby,

The Sherman City Council will be asked to consider authorizing award of contract for the 1.5 million gallon Southwest Elevated Storage Tank Project. The project was bid on December 8th, 2015 at the City of Sherman offices. We received four (4) bids that are summarized as follow:

Contractor	Amount
Landmark Structures	\$ 2,352,000
Chicago Bridge & Iron	\$ 2,789,000
Caldwell Tanks	\$ 2,938,000
Phoenix Fabricators	\$ 3,372,600

The Project Engineer, David Gattis of Freeman-Millican, Inc., has provided an engineer's recommendation to award the contract to Landmark Structures. Mr. Gattis has provided information regarding the references and experience for Landmark Structures in the engineer's recommendation. Also, the Authority has an ongoing project with Landmark Structures in which they are building an elevated storage tank for the Lake Kiowa Special Utility District. The Lake Kiowa Special Utility District project is substantially complete and the contractor has done a satisfactory job to date.

This project is slated to be funded with the GTUA/City of Sherman 2015B bond issue that was recently closed with the Texas Water Development Board. I recommend that the Sherman City Council authorize the award of the contract for the City of Sherman Southwest 1.5 MG Elevated Storage Tank project to Landmark Structures, in the amount of \$2,352,000. Please let me know if you need any additional information.

Sincerely,

Drew Satterwhite, P.E.
General Manger

cc: Mr. Don Keene, Assistant City Manager
Ms. Mary Lawrence, CPA, Director of Finance
Mr. Mark Gibson, P.E., Director of Utilities

TERRY MILLICAN, R.P.L.S.
VICTOR ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

December 14, 2015

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**Re: Sherman SOUTHWEST 1.5 M.G. ELEVATED TANK
Construction Award**

Dear Mr. Satterwhite:

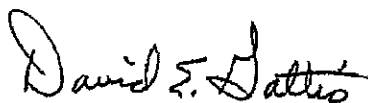
Bids were received for the construction of the Sherman SOUTHWEST 1.5 M.G. ELEVATED TANK project at the Sherman Southwest Booster Pump Station on December 8, 2015. A bid tabulation is attached. The project consists of a new elevated water storage tank with accessories and electrical/SCADA work at the new tank and existing Gallagher elevated tank.

Four bids from general contractors were received and the low bid was from Landmark Structures I, L.P. in the amount of \$2,352,000.00 and the time to substantially complete the project was 450 calendar days. Our construction cost estimate for this project was \$2,829,000.00.

Landmark Structures I, L.P. have 15 years of experience and have over \$45,000,000.00 worth of work in progress. We have talked to several owner/engineers that have worked with Landmark on previous projects. All references have stated that they had been satisfied with them and if low would recommend them for award on another contract. We have also reviewed the low bidder's financial statement and provided a copy to GTUA and Sherman staff. Landmark is located in Fort Worth, Texas.

We recommend that the Greater Texoma Utility Authority award the contract for the Sherman SOUTHWEST 1.5 M.G. ELEVATED TANK project to Landmark Constructors I, L.P. in the amount of \$2,352,000.00 and authorize execution of the contract documents

Sincerely,
FREEMAN - MILLICAN, INC.



David E. Gattis, P.E.

Mr. Drew Satterwhite, P.E.
July 2, 2015

Page 2

Enclosure

Copy:

Sherman, Mark Gibson, Director of Utilities

BID TABULATION - GENERAL CONTRACTOR

OWNER: GTUA/CITY OF SHERMAN
PROJECT: Southwest 1.5 M.G. Elevated Tank

Contractor Landmark Structures I, L.P.
Address 1665 Harmon Road
City, State Fort Worth, TX 76177
Phone 817-439-8888

Contractor CB&I Inc.
Address 11560 Great Oaks Way,
Suite 500
City, State Alpharetta, GA 30022
Phone 770-521-6542

ENGINEER: Freeman-Millican, Inc.

BID DATE: 2:00 P.M., December 8, 2015

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	Construct a 1.5 M.G. Composite Elevated Storage Tank	1	L.S.	2,302,000.00	\$2,302,000.00	2,736,000.00	\$2,736,000.00
P.2	Electrical Improvements at the Existing 2 M.G. Gallagher Tank	1	L.S.	43,000.00	\$43,000.00	43,000.00	\$43,000.00
P.3	Excavation and Trench Safety System	1	L.S.	2,000.00	\$2,000.00	2,500.00	\$2,500.00
P.4	Storm Water Pollution Prevention Plan	1	L.S.	5,000.00	\$5,000.00	7,500.00	\$7,500.00
TOTAL AMOUNT OF BID (Bid Items P.1-P.4)					\$2,352,000.00		\$2,789,000.00
Time of completion/ Calendar days					450 days		540 days
Type of Roof					Cone		Dome

BID TABULATION - GENERAL CONTRACTOR

OWNER: GTUA/CITY OF SHERMAN
PROJECT: Southwest 1.5 M.G. Elevated Tank

Contractor Phoenix Fabricators and Erectors, Inc.
Address 182 South County Road, 900 E
City, State Avon, IN 46123
Phone 317-271-7002

Contractor Caldwell Tanks, Inc.
Address 4000 Tower Road
City, State Louisville, KY 40219
Phone 502-964-3361

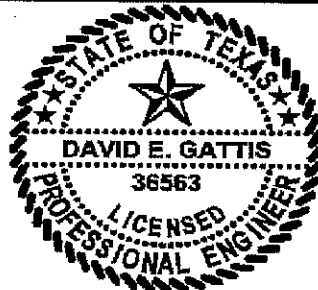
ENGINEER: Freeman-Millican, Inc.

BID DATE: 2:00 P.M., December 8, 2015

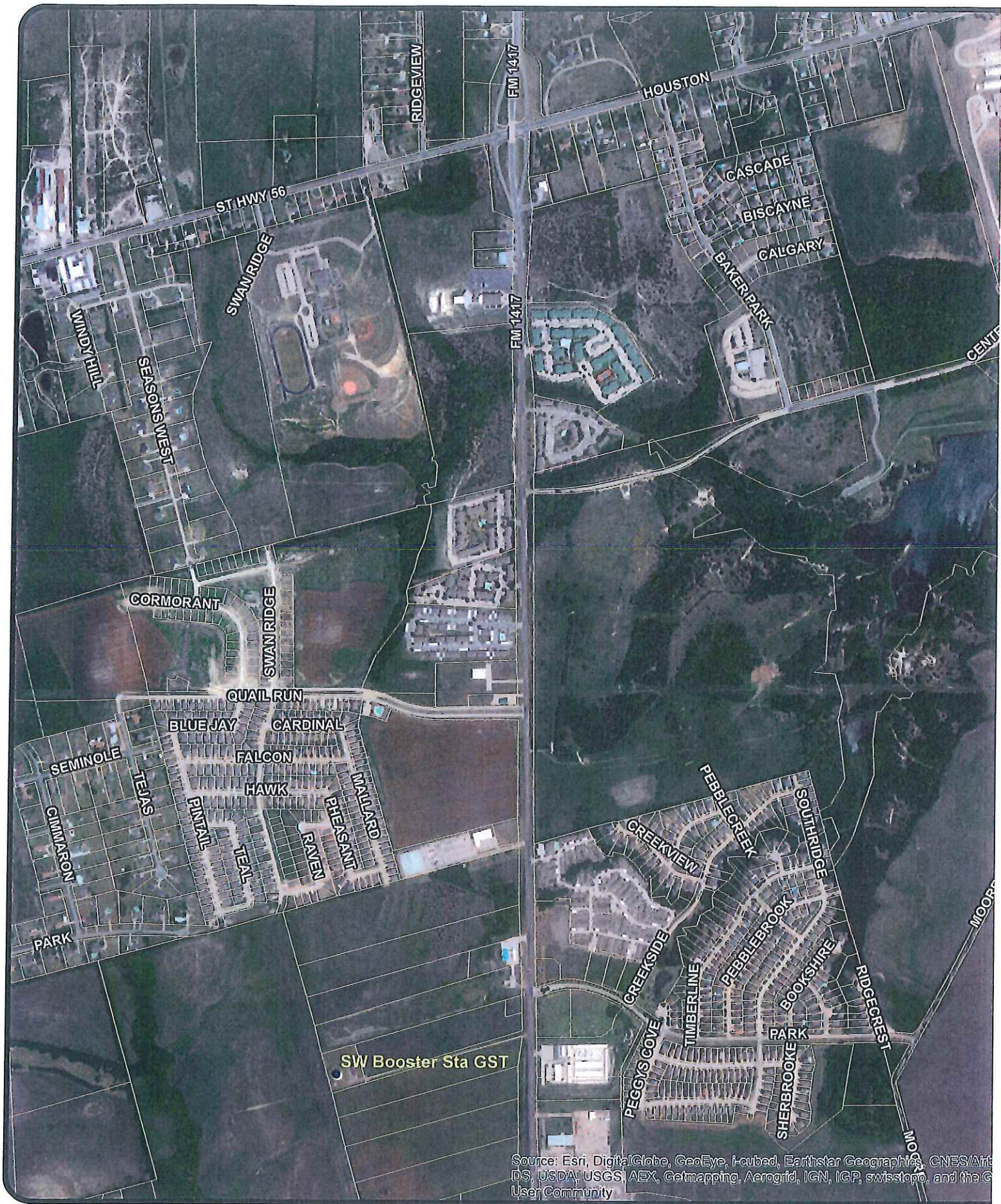
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	Construct a 1.5 M.G. Composite Elevated Storage Tank	1	L.S.	3,313,600.00	\$3,313,600.00	2,859,750.00	\$2,859,750.00
P.2	Electrical Improvements at the Existing 2 M.G. Gallagher Tank	1	L.S.	50,000.00	\$50,000.00	67,000.00	\$67,000.00
P.3	Excavation and Trench Safety System	1	L.S.	3,000.00	\$3,000.00	1,250.00	\$1,250.00
P.4	Storm Water Pollution Prevention Plan	1	L.S.	6,000.00	\$6,000.00	10,000.00	\$10,000.00
TOTAL AMOUNT OF BID (Bid Items P.1-P.4)					\$3,372,600.00		\$2,938,000.00
Time of completion/ Calendar days					490 days		530 days
Type of Roof					Dome		Dome

FREEMAN-MILLICAN, INC.

David E. Gattis



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
DAVID E. GATTIS, P.E. No. 36563 ON DECEMBER 14, 2015.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 01/04/2016

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6048**

Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Five Power-LOAD Cot Fastening Systems for Use with Five Ambulances of the City of Sherman Fire Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for a grant from the U.S. Department of Homeland Security - FEMA to purchase five (5) Power-LOAD cot fastening systems for use in ambulances of the City of Sherman Fire Department and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background:

The U.S. Department of Homeland Security - FEMA is accepting grant applications for projects that enhance the safety of the public and firefighters from fire and related hazards during the Federal fiscal year (FY) 2015 grant cycle. If awarded, the Fire Department plans to use this grant to purchase five (5) Power-LOAD cot fastening systems, totaling \$119,340.00, to be installed in five (5) ambulances, meeting current standards for maximizing ambulance occupant safety.

Origination:

Fire Department

Financial Consideration:

There is a ten percent (10%) matching requirement for this grant, to be covered by approved funds in the FY 2016 budget.

Staff Recommendation:

The staff recommends submitting the grant application to the U.S. Department of Homeland Security - FEMA.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6048

Grant Solicitation

RESOLUTION NO. 6048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE PURCHASE OF FIVE POWER-LOAD COT FASTENING SYSTEMS FOR USE WITH FIVE AMBULANCES OF THE CITY OF SHERMAN FIRE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase five (5) Power-LOAD Cot Fastening Systems for use with the City of Sherman Fire Department's five (5) ambulances; and

WHEREAS, the City Council understands that there is a five percent (5%) matching requirement for said project as required by the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) grant application; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) funds, the City of Sherman assures that said funds will be returned to the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) in full; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) to fund the purchase of five (5) Power-LOAD Cot Fastening Systems for use with the five (5) ambulances of the City of Sherman Fire Department.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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

The Department of Homeland Security
Notice of Funding Opportunity (NOFO)

FY2015 Assistance to Firefighters Grants (AFG)

NOTE: Applicants pursuing this funding opportunity who have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM) should take immediate action to obtain a DUNS number, if applicable, and then register immediately in SAM. It may take four weeks or more after SAM registration submittal before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at <http://www.grants.gov/web/grants/register.html>

A. Program Description

Issued By

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number

97.044

CFDA Title

Assistance to Firefighters Grants

Notice of Funding Opportunity Title

FY 2015 Assistance to Firefighters Grants (AFG)

NOFO Number

DHS-15-GPD-044-000-99

Authorizing Authority for Program

Section 33 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 USC § 2229)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 114-4)

Program Type

New

Program Overview, Objectives, and Priorities

The Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA), Grant Programs Directorate (GPD) is responsible for the implementation and administration of the Assistance to Firefighters Grant (AFG) Program. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies (SFTA) for critically needed resources to

equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP).
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards.
- The extent of an applicant's need for an AFG Grant and the need to protect the United States as a whole.

For additional information on program priorities and objectives for the FY 2015 AFG, refer to Appendix B, FY 2015 AFG Programmatic Information and Priorities.

As specified in the “*DHS Quadrennial Homeland Security Review*,” the AFG Program supports the basic mission of:

- Strengthen National Preparedness and Resilience

The AFG Program also addresses the following “*Presidential Program Directive – 8, Preparedness Terms*”:

- Security
- Resilience
- Prevention
- Protection
- Mitigation
- Response, and
- Recovery

B. Federal Award Information

Award Amounts, Important Dates, and Extensions Available

Funding for the NOFO: \$306,000,000¹

Projected number of Awards: 2500

Period of Performance: Twelve months from the date of award.

For additional information on period of performance extensions, refer to Appendix C: Award Administration Information, VIII. Payments and Amendments.

Projected Period of Performance Start Date(s): 03/31/2016

Projected Period of Performance End Date(s): 03/31/2017

Funding Instrument: Grant

¹ Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act*, 2015, Pub. L. No. 114-4. In this FY 2015 AFG NOFO, percentages of “*available grant funds*” refers to the total amount appropriated—\$340,000,000—by Pub. L. No. 114-4 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229). A portion of these “*available grant funds*” will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. \$34,000,000 will be allocated to FP&S for FY 2015.

C. Eligibility Information

Eligible Applicants

Fire Departments: Fire departments operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or, any federally-recognized Indian tribe or tribal organization are eligible applicants. A Fire Department is an agency or organization having a formally recognized arrangement with a state, territory, local, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or, any federally-recognized Indian tribe or tribal organization are eligible applicants. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical services entity providing medical transport, that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department.

FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university
- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

State Fire Training Academies: A State Fire Training Academy (SFTA) operating in any of the 56 states, which includes any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico is an eligible applicant. Applicants must be designated either by legislation or by a Governor's declaration as the sole State fire service training agency within a State. The designated SFTA shall be the only State agency/bureau/division, or entity within that State, to be an eligible AFG SFTA applicant.

Eligibility Criteria

AFG has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own application and its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities

Other Eligibility Criteria

National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a twelve-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.338, unless they have yet to develop the capacity to report to NFIRS, as described above.

There is no NFIRS reporting requirements for nonaffiliated EMS organizations and State Fire Training Academies.

National Incident Management System (NIMS) Implementation

AFG applicants are not required to be in compliance with the National Incident Management System (NIMS) to apply for AFG funding or to receive an AFG award. Any applicant that receives an FY 2015 AFG award must achieve the level of NIMS compliance required by the authority having command and control jurisdiction over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort

An applicant seeking an AFG Grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two preceding fiscal years to the year this grant is awarded.

Cost Share or Match

Recipient cost sharing is generally required as described below.

In general, eligible applicant shall agree to make available in non-federal funds, an amount equal to and not less than 15 percent of the grant awarded, except for entities serving small communities:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 5 percent of the grant awarded.
- When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 10 percent of the grant awarded.
- When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.

The cost share for SFTAs will be based on the total population of the State.

The cost share for a Regional application will be based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, VI, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: <http://www.fema.gov/media-library/assets/documents/100145>

Types of Cost Share

- **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG activity (Vehicle Acquisition, Operations and Safety, and Regional).
- **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash, to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. In order for FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- **In-kind (Soft Match):** In-kind cost share is not allowable for AFG Overmatch: In the application narrative, an organization may indicate a voluntary pledge to commit additional financial support toward a project(s) cost, which is in addition to their required cost share obligation as detailed in the NOFO and required by law. FEMA will not account for this promised additional funding in the terms of the award. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see Appendix C: Award Administration Information for additional information.

D. Application and Submission Information

Key Dates and Times

Date posted to Grants.gov:	11/30/2015 at 8:00 AM EST
Application Start Date:	12/7/2015 at 8:00 AM EST
Application Submission Deadline Date:	1/15/2016 at 5:00 PM EST
Anticipated Program Office Review Dates:	2/15/2016 – 03/02/2016
Anticipated Funding Selection Date:	03/2/2016

Application Submission Extension

In general, DHS/FEMA will not review applications received after the deadline or consider them for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. Applicants experiencing technical issues should notify the FEMA Help Desk as soon as possible.

Key Dates

Event	Suggested Deadline For Completion
Obtaining DNMS Number	Four weeks before actual submission deadline November 23, 2015
Obtaining a valid EIN	Four weeks before actual submission deadline November 23, 2015
Updating SAM registration	Four weeks before actual submission date November 23, 2015
Application submission deadline	Friday, January 15, 2016

Address to Request Application Package

The AFG eGrants system is only accessible through the AFG Application Portal at <https://portal.fema.gov/>. There are several ways to get AFG Application information:

- AFG Website (<http://www.fema.gov/firegrants>)
- Grants.gov (<http://www.grants.gov>)
- US Fire Administration (<http://www.usfa.fema.gov>)

Hard copies of the application are not available.

In addition, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

Application tutorials and Frequently Asked Questions (FAQs) assist with the online grant application, and highlight lessons learned and changes for FY 2015. For more details, please click here to visit the AFG Website at <http://www.fema.gov/firegrants>.

NOTE: Do not use any other browsers than Internet Explorer (IE 6 or higher) when entering information. Do not have multiple browser tabs open when entering information, even when using Internet Explorer (IE 6 or higher). There are several known problems entering application information using non-IE browsers or having multiple browsers open, including but not limited to:

- System failure to recognize correct information
- System failure to capture and retain correct information
- System functions like “cut and paste” being disabled

The eGrants system will allow an authorized representative to log in and create a user name and password. This user name and password is specific to the authorized user and must not be shared with other personnel. If the applicant has submitted any Assistance to Firefighters Grants Program (AFGP) applications (AFG, SAFER, FP&S, SCG) in a previous grant cycle, they must continue to use the same username, password, and Dun and Bradstreet Data Universal Numbering System (DUNS) number for any FY 2015 application(s).

If the applicant has forgotten the password or primary point of contact has changed, please visit <http://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions> for instructions on how to update and correct the organization's information.

Prior to submission and up to the application deadline, the online application can be saved, retrieved, or edited as required.

Content and Form of Application Submission

DHS makes all funding opportunities available through the common electronic storefront Grants.gov, accessible on the Internet at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

Required Forms and Registrations

All required forms have been incorporated into the online application submission.

Application Submission Receipt

Once the application is submitted and received, the primary point of contact listed in the application, will be electronically messaged within the eGrants system.

Unique Entity Identifier and System for Award Management (SAM)

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS Grant applicants must have a DUNS number and must be registered in SAM.

Instructions for obtaining a DUNS number can be found at the following Website:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

System for Award Management

Applicant registration in SAM is free. All applicants must register with SAM in order to apply online. Step-by-step instructions for registering with SAM can be found here:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Please remember that SAM registration is only active for one year and must be renewed annually.

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

FEMA may not make an award to an entity until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information. If the applicant is noncompliant at the time of award offer, then FEMA may determine the applicant is not qualified to receive an award, and award another applicant.

IMPORTANT: Please ensure that applicant organization's name, address, DUNS number, and Employer Identification Number (EIN) are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA applications. The applicant organization's name in SAM must also match the organization name provided on the applicant's 1199a. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.

Help with SAM - SAM quick start guide for new Recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering

with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

How to Get a Commercial and Government Entity (CAGE) Code - To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants can view the CAGE code online by logging in to the SAM account.

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

Construction or Remodeling/Renovation Costs

Construction costs are *not eligible* under the AFG Grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Some of these activities may require an Environmental and Historical Preservation review.

Pre-award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. However, costs incurred after the application deadline, but prior to an offer of Award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must submit a written request to FEMA to incur such pre- award costs by providing notification (containing the application number and a justification narrative) to FEMA, via email to the AFG Help Desk at FireGrants@fema.dhs.gov. The notification to FEMA should be concurrent with their acquisition activity, and must be submitted within the eligible timeframe and noted above; and,
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- Fees for grant writers are considered an exception and may be included as a pre-award expenditure.

Award Limits

Fire Departments and Nonaffiliated EMS organizations

The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG award is limited to maximum amounts set by § 33(c)(2) of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a one percent aggregate amount of available grant funds.

Generally, the population of the jurisdiction served by the recipient will determine the maximum amount of AFG funding a recipient is eligible to receive. Notwithstanding this limitation based on population, no recipient may receive an award that exceeds one (1) percent of available grant funds in FY 2015, or \$3,400,000. FEMA may waive this aggregate cap of \$3,400,000 in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population served.

The following table explains the maximum funding that a recipient may receive in FY 2015:

Population of jurisdiction served by the recipient	Maximum award in FY 2015	Statutory waiver available subject to extraordinary need?
1000,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,000 people	No more than \$3,400,000	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3,400,000	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a Recipient serves a population of 100,000 or fewer and are the Recipient of a Regional award for \$1 million, they have met their cap and are no longer eligible for additional funds through the Operations & Safety or Vehicle activity.

Allocations and Restrictions of Available Grant Funds by Organization Type

Nonaffiliated EMS Organizations: Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.

Emergency Medical Services Providers: Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.

State Fire Training Academy: Not more than 3 percent of available grant funds shall be collectively awarded to all State Fire Training Academy recipients. Further, not more than \$500,000 of available grant funds are eligible per.

Vehicles: Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, FEMA intends to allocate 10 percent of the total Vehicle funds for ambulances.

Micro Grants: The selection of the voluntary Micro Grant option (cumulative federal participation of \$25,000), for eligible Operations and Safety activities, does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants that select Micro Grants as a funding opportunity choice may receive additional consideration for award.

Management and Administration

Management and administrative expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

No more than three percent of the federal share of AFG funds awarded may be expended by the recipient for management and administration (M&A) for purposes associated with the AFG award.

Indirect (Facilities & Administrative {F&A}) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. Copies of the indirect cost rate agreements, along with the AFG application number, must be submitted electronically to FireGrants@fema.dhs.gov.

Indirect costs will be evaluated as part of the application for federal funds to determine if they are allowable, reasonable, or disproportionately impact an application's cost benefit.

Other Submission Requirements

Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Recipients proposing projects that have the potential to impact the environment, including, but not limited to modification or renovation of existing buildings, structures and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, [Environmental Planning and Historic Preservation Policy Guidance](#), and FP 108.24.4, [Environmental Planning and Historical Preservation Policy](#)

All Modifications to Facility activities, and any renovation to facilities that would qualify as a modification to facility, that support activities under Training, Equipment, PPE, or Wellness and Fitness will require an EHP Review. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling SCBA
- Air quality systems
- Alarm/alerting systems
- Antennas

- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractors

AFG Projects that involve the installation of equipment not specifically excluded from a FEMA EHP Review per the GPD Programmatic Environmental Assessment (PEA), ground-disturbing activities, or modification/renovation of existing buildings or structures must undergo a FEMA EHP Review.

No modification project can proceed, with the exception of project planning, prior to formal FEMA approval. Funds for activities that do not require an EHP Review may be requested by the recipient.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building

The AFG EHP Screening form and instructions are available at: <http://www.fema.gov/media-library/assets/documents/90195>.

Complete the AFG EHP Screening form and submit to the EHP Office at GPDEHPInfo@fema.dhs.gov.

E. Application Review Information

Prior to making a federal award, the federal-awarding agency is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Therefore application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

Funding priorities and criteria for evaluating AFG Applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association

- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

Review and Selection Process

AFG applications are reviewed through a multi-phase process. First electronically pre-scored and ranked; then scored competitively by (no less than three) members of the Peer Panel Review process. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B. Application Narratives are not reviewed during pre-score. Request Details and Budget information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-score process will be evaluated by a Peer review process. A panel of peer reviewers is comprised of a fire service representatives recommended by the National organizations from the CDP. These peer reviewers will assess each application's merits with respect to the detail provided in the Narrative Statement on the activity, including the evaluation elements listed in the Narrative Evaluation Criteria below.

The panel will independently score each project within the application, discuss the merits and/or shortcomings of the application, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be deemed in the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each applications cumulative score will be determined and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, V. Restrictions on Use of Award Funds.

Narrative Evaluation Criteria

1. Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

2. Project Description and Budget (25%)

This statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe the various activities applied for with respect to any program priority or facility modifications, making sure they are consistent with project objectives, the applicant's mission and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as the completion of the project goals.

3. Operations and Safety/Cost Benefit (25%)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. This statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, like specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

4. Statement of Effect/Impact on Daily Operations (25%)

This statement should explain how this funding request will enhance an organization's overall effectiveness. It should address how this request will improve daily operations and reduce an organization's common risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property.

Turndown Notifications

All applicants who do not receive an FY 2015 AFG award will receive a decision notification from FEMA within the eGrants system.

The notification email will briefly describe those application factors that did not adequately align to the higher AFG Program priorities and consequently, why the application did not score high enough for further consideration. Due to the historical volume of applications and turndowns, a detailed debrief for each applicant will not be possible.

F. Federal Award Administration Information

Notice of Award

Once an award has been approved and recorded in the system, an award package is sent to the grant official authorized by the recipient. The award package and email notification will be made within the eGrants system. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should carefully read the award package for instructions on administering the grant, whether there has been an adjustment to the award, and to become familiar with the terms, conditions and responsibilities of federal awards.

The offered award will remain on hold and be available (for a maximum of 30 days) until the recipient either accepts the award via the online AFG eGrants system, or declines the award. The awardee should follow the directions in the notification to confirm acceptance of the award. Failure to accept the grant award within 30 days of an offer of Award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Negotiation of Award

During the offer of an AFG award, the application request(s) may have been modified during the review process, or awarded activities may require EHP review.

If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

Administrative and National Policy Requirements

Successful applicants for all DHS/FEMA grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions, which are available online at:

<http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

Before accepting the award the authorized official should carefully read the award package. The award package contains instructions on administering the grant award, as well as terms and conditions with which the recipient must comply. Recipients must accept all the conditions in this NOFO as well as all Terms and Conditions in the Notice of Award to receive an award under this program.

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

Federal Financial Reporting Requirements

Federal Financial Reports (SF-425)

Recipients of AFG Grants awarded on or after October 1, 2009, are required to submit semi-annual Federal Financial Reports (FFR) (SF-425). The FFR is to be submitted using the online eGrants system based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- **June 30** (for period January 1 – June 30) and no later than July 30
- **December 31** (for period July 1 – December 31) and no later than January 31
- Within 90 days after the end of the Period of Performance

The Federal Financial Reporting Form (FFR) and instructions are available at the following sites:

Instructions:

http://www.whitehouse.gov/sites/default/files/omb/grants/standard_forms/SF-425_instructions.pdf

SF-425 (FFR) Form:

http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=876f827f6fae2c4bce610e9427a6d229&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Program Performance Reporting Requirements

The awardees will be responsible for providing updated project(s) information on a semi-annual basis. The recipient is responsible for completing and submitting a programmatic Performance Report using the eGrants system. The programmatic Performance Report is due every six months after the grant's award date, and thereafter until the award is closed out.

Monitoring

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients have the opportunity to participate in a Post Award Orientation (PAO) to have their questions answered, receive technical assistance or review the terms and conditions of the grant. The PAO is optional.

Closeout

Within 90 days after the end of the period of performance, recipients must submit a final SF-425 and a final performance report (within the closeout module in eGrants system) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance.

After these reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final SF-425.

The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient.

G. DHS Awarding Agency Contact Information

Contact and Resource Information

AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into the eGrants system, answers questions concerning applicant eligibility and recipient responsibilities, and offers assistance in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

FEMA Regional Fire Program Specialists

Each FEMA region has specialists who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional Fire Program Specialist can be located on the AFG Website at <https://www.fema.gov/fire-grant-contact-information>.

eGrants System Information

For technical assistance with the eGrants system or AFG Application or Award questions, please email the AFG Help Desk at FireGrants@fema.dhs.gov. The Help Desk can also be contacted at (866) 274-0960.

Environmental and Historical Preservation (EHP)

- EHP Screening forms and instructions are available at <http://www.fema.gov/media-library/assests/documents/90195>
- AFG recipients requiring EHP assistance should contact the GPDEHP Team at: GPDEHPInfo@fema.dhs.gov

H. Additional Information

Extensions

Extensions to this program are allowed.

Extensions to the Grant Period of Performance

An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances.

Approval is not guaranteed.

Extensions to the initial period of performance identified in the award will only be considered through formal requests, via the eGrants system, and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:

1. Grant Program, Fiscal Year, and award number
2. Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline

3. Current status of the activity/activities
4. Approved period of performance termination date and new project completion date
5. Amount of funds drawn down to date
6. Remaining available funds, both federal and non-federal
7. Budget outlining how remaining federal and non-federal funds will be expended
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

Requirements for Consideration

To be eligible for consideration, requests must be submitted via the eGrants system. Requests should be submitted no earlier than 120 days but no later than 60 days prior to the end of the award's period of performance.

- In accordance with FEMA policy, extensions are reviewed on a case-by-case basis, and typically granted for no more than a six-month time period. Extension requests will be granted only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. This review period should be factored into the timing of when to submit a request for an extension.

Example: Recipients may request an extension, when not adjusting the timeline for liquidating obligations would constitute a verifiable legal breach of contract by the recipient with vendors or sub-recipients; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other exceptional circumstances warrant a discrete waiver.

APPENDIX A – FY 2015 AFG Program Updates-

Appendix A contains detailed information on changes between FY2014 and FY2015 to the AFG Program.

I. New for FY2015

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

On December 26, 2014, DHS adopted the Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 C.F.R. Part 200 establishes a uniform set of mandatory requirements for federal awards to non-federal entities. These requirements apply to all awards made after December 26, 2014, including all FY 2014 and 2015 AFG awards. This regulation (also commonly referred to as the "Super Circular" or "Omni Circular") is available at: http://www.ecfr.gov/cgi-bin/text-idx?SID=c1e355be139798e0c2583b0136a0fae7&mc=true&tpl=/ecfrbrowse/Title02/2cfrv1_02.tpl.

A crosswalk that highlights policy changes, clarifications, and updates to policy provisions, is available at: <https://www.whitehouse.gov/sites/default/files/omb/fedreg/2013/uniform-guidance-crosswalk-from-predominate-source-in-existing-guidance.pdf>.

Equipment Priorities for Nonaffiliated EMS Organizations

As the basic mission of nonaffiliated EMS organizations is to provide BLS/ALS care and transport in support of the public and emergency responders; all rescue/extrication equipment will now be considered a Medium priority for EMS organizations.

Product Lifecycles

Historically, for most eligible equipment (e.g., hose, ladders, hand tools, etc.), the highest funding priority is for equipment that is 15 years or older in age, or obsolete by default per a recognized standard (e.g., *NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*). However, for FY 2015 the useful operational life of EMS technology-based equipment has been adjusted to an eight-year replacement lifecycle in many cases. EMS technology-based equipment categories have been marked with "technology" in the funding priority chart available in Appendix B, II. Equipment.

Transitioning Titles in Emergency Medical Services

The US Department of Transportation, under the National EMS Scope of Practice Model, is in the process of changing titles for EMS providers. Under this program, the titles below are changing, and FEMA will incorporate these changes into each grant cycle.

- First Responder to Emergency Medical Responder (EMR)
- Emergency Medical Technician-Basic (EMT-B) to Emergency Medical Technician (EMT)
- Emergency Medical Technician Intermediate/85 (EMT-I) to Advanced EMT (AEMT)
- Emergency Medical Technician Intermediate/99 to Paramedic
- EMT-Paramedic (EMT-P) to Community Paramedics (Paramedics with Primary Care certification)

Appendix B –Programmatic Information and Priorities

Appendix B contains detailed information on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

I. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or, nonaffiliated EMS organizations, sharing the same facilities as being one organization. This determination is designed to avoid the duplication of benefits.

If two or more organizations share facilities and each submits an application in the same program area, FEMA may deem all of those program area applications ineligible.

Examples of other ineligible applicants include:

- While fire departments and nonaffiliated EMS organizations may share some common program priorities, there are some restricted activities for nonaffiliated EMS organizations. Nonaffiliated EMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities; but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency, or Authority Having Jurisdiction (AHJ).
- Fire-based EMS organizations are not eligible to apply as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 USC § 2229(a)(7).
- An applicant that submits two or more applications for the same equipment or other eligible activity. For example, if an applicant submits two or more applications, one under the Regional activity, and one under the Ops and Safety activity for SCBA, both applications may be disqualified. If an applicant submits two separate applications for the same activity (e.g., two separate vehicle applications) during the same application period, both applications may be disqualified.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments or nonaffiliated EMS organizations that are for profit.

II. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ): (Per NFPA101-2015 Edition: Life Safety Code) is that person or office charged with enforcing the Life Safety Code.

Automatic Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a plan developed between two or more fire departments for immediate joint response on first alarms.

Mutual Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

Metro Department: A metro fire department is one that has minimum staffing of 350 paid, career firefighters as defined by the International Association of Fire Chiefs (IAFC). AFG collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due Response Area: The geographical area in proximity to a fire or rescue facility, and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency.

III. Community Classifications

The information the applicant organization supplies in Department Characteristics I and II of the AFG application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit: <http://www.census.gov/geo/www/ua/urbanruralclass.html>.

Some of the FY 2015 demographics for determining urban, suburban, or rural are:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within Primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combines >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Number of stations per square mile within primary first due response area	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

IV. Application Tips

The following information may be useful when preparing a competitive application:

- National Fire Protection Association (NFPA) – “*FREE ACCESS*” - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>.
- Eligible applicants may submit only one application for each activity (Vehicle Acquisition, Operations and Safety, or Regional), but may submit for multiple activities within each activity.
- Fire-based EMS training and equipment must be applied for as a fire department under the AFG activity Operations and Safety.
- Regional Applicants are eligible to only apply for Training, Equipment, and/or PPE within Operations and safety, and Vehicle Acquisition.
- SFTA Applicants are only eligible to apply for Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will not impact, or be included in the host organization’s funding limitations.

V. Restrictions on Use of Award Funds

- No AFG funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to: contributions for social security, insurance, workman’s compensation, pension, or retirement plans) for any personnel.
- Documented back fill and overtime/lost wages costs to support awarded Training activities are allowable personnel expenses.
- Instructor’s rates/base rates should be provided as part of the application Narrative, as well as the market researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient’s organization; only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization’s SCBA cylinders using a grant funded compressor, or cleaning another organization’s turnout gear, or offering excess capacity training opportunities. If Recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional application.
- Improperly requesting an Operations and Safety activity may disqualify the request, for example:
 - Do not request flashlights under PPE. Flashlights are equipment.
 - Do not request RIT packs under PPE. RIT packs are equipment.
 - Do not request a Personal Safety/Rescue Bailout System under equipment; a Personal Safety/Rescue Bailout System is PPE.

VI. Funding Priorities

A. Operations and Safety Training Overview

FEMA has determined that hands on, instructor led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review panels: (HIGH **H**, MEDIUM **M**, LOW **L**)

Fire Department, Regional, and State Fire Training Academy Training Priorities	
H	• Training evaluated using national or state standards. • Training that brings a department into compliance with recommended NFPA or other national standards. • Instructor led training that requires student testing to demonstrate academic competence or practical proficiency. • Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations.
M	• Training that does not result in certification. • Training that is self-directed/validated.
L	• Training will address an identified risk however it is not associated with compliance to any standards.

Fire Department and Regional Training Priorities				
Training	NFPA #	Urban	Suburban	Rural
NFPA 1001 (firefighter I, II)	1001	H	H	H
NFPA (instructor)	1041	H	H	H
NFPA 472 (Hazmat operations)	472	H	H	H
NFPA 1581(infection control)	1581	H	H	H
Confined space (awareness)	1670	H	H	H
Wildland firefighting (basic)	1143	H	H	H
Wildland firefighting certification (red card)	1051/1143	H	H	H
Rapid intervention training	1407	H	H	H
NFPA (officer)	1021	H	H	H
Emergency medical responder	1710	H	H	H
Firefighter safety and survival	1407	H	H	H
Safety officer	1521	H	H	H
Driver/operator	1002	H	H	H
Fire prevention	1/909/913/ 1035	H	H	H
Fire inspector	1031	H	H	H
Fire investigator	1033	H	H	H
Fire educator	1041	H	H	H

Fire Department and Regional Training Priorities				
Training	NFPA #	Urban	Suburban	Rural
NIMS/ICS	1561	H	H	H
Firefighter physical ability program	1583	H	H	H
Emergency scene rehab	1584	H	H	H
Critical Incident debriefing	1500/1583	H	H	H
Any training to a National/State or NFPA standards		H	H	H
Compliance with federal/state-mandated program		H	H	H
NFPA (rescue technician)	1006/1670	H	H	H
Emergency Medical Responder to Emergency Medical Technician		H	H	H
Advanced Emergency Medical Technician to Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Vehicle rescue	1670	H	H	H
Other officer	1021	H	H	M
NFPA (ARFF)	1003/402/ 403/408/409 /410/412/ 414/415	H	H	M
Weapons of Mass Destruction (awareness, other/specialized)	472	H	H	L
Mass casualty		H	H	L
Weapons of Mass Destruction (operations)	472	H	H	L
Weapons of Mass Destruction (technician)	472	H	H	L
Hazmat (technician)	472	H	H	L
Training to address a local risk not elevated to a national or state standard		M	M	M
Maritime Firefighting		M	M	M

Fire Department and Regional Training Priorities				
Training	NFPA #	Urban	Suburban	Rural
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Nonaffiliated EMS Organizations –Training

AFG provides training grants to meet the educational and performance requirements of nonaffiliated EMS personnel. Training should align with the US National Highway Traffic Safety Administration (NHTSA), which designs and specifies a National Standard Curriculum for EMT training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to Emergency Medical Technician (EMT)
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic
- Organizations seeking to elevate the response level from Paramedic to Community Paramedic
- Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity
- The lowest priority is to fund Emergency Medical Responder

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or	• Tuition, exam/course fees, and certifications/certification expenses • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Those supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

backfill for volunteers	rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training
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Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Supplies, expendables, or common "one-time" use items not in support of Training (e.g., foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters, and splints)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities is an ineligible and non-reimbursable Training activity • Purchase or lease of real estate
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Eligible Nonaffiliated EMS Training Activities include but are not limited to:

• Emergency Medical Responder (EMR) • Emergency Medical Technician (EMT) • Advanced EMT (AEMT) • Paramedic • Community Paramedics (Paramedics with Primary Care certification)	• Attendance at formal training forums or conferences providing continuing education credits, etc. • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers
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Eligible Nonaffiliated EMS Training Activities include but are not limited to:

- Supplies or expendables or one- time use items essential to complete the Training activity of a nonaffiliated EMS award's scope of work

B. Operations and Safety - Equipment Overview

AFG Grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Requesting to replace obsolete or damaged equipment should be to meet a consensus standard (e.g., a personal SCBA face piece for every operational member of an organization).

Reminder: When requesting training for any items in this section, enter the request under Other in Additional Funding in the Request Details section.

NOTE:

- Accountability systems are located under Equipment (moved from PPE).
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are moved from Training to Equipment.
- EMS technology equipment that is considered to have an eight-year replacement priority will be marked as technology in the chart below.

All of the following are considerations in pre-scoring and peer review panels: (HIGH **H, MEDIUM **M**, LOW **L**)**

Priority	Fire and SFTA (Basic)	Fire Regional (Basic)
H	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Computers used in support of Training	Computers used in support of Training
H	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Fit Test Systems	Fit Test Systems
H	Flashlights	Flashlights
H	Foam Eductors	Foam Eductors
H	Generator – Portable	Generator – Portable
H	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Ladders	Ladders

Priority	Fire and SFTA (Basic)	Fire Regional (Basic)
H	Personal Accountability Systems	Personal Accountability Systems
H	Props	Props
H	PPE Washer/Extractor/Dryer	PPE Washer/Extractor/Dryer
H	RIT Pack/Cylinder	RIT Pack/Cylinder
H	Ropes, Harnesses, Carabiners, Pulleys, etc.	Ropes, Harnesses, Carabiners, Pulleys, etc.
H	Simulators	Simulators
H	Thermal Imaging Camera (Must be NFPA 1801 Compliant)	Thermal Imaging Camera (Must be NFPA 1801 Compliant)
H	IDLH Monitoring Equipment	IDLH Monitoring Equipment
H	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS		
H	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Headsets	Headsets
H	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)
H	Mobile Data Terminal (MDT)	Mobile Data Terminal (MDT)
EMS/RESCUE		
H (Technology)	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H (Technology)	Automated External Defibrillators (AEDs) BLS Level	Automated External Defibrillators (AEDs) BLS Level
H	Blood Pressure Cuffs	Blood Pressure Cuffs
H	EMS/Rescue Equipment	EMS/Rescue Equipment
H (Technology)	Monitor/Defibrillator – 15 leads	Monitor/Defibrillator – 15 leads

Priority	Fire and SFTA (Basic)	Fire Regional (Basic)
H	Power Lift Cots/Stretchers	Power Lift Cots/Stretchers
H	Pulse Oximeters	Pulse Oximeters
H	Responder Rehab Equipment	Responder Rehab Equipment
H	Stethoscopes	Stethoscopes
H	Stretchers/Backboard/Splint, etc.	Stretchers/Backboard/Splint, etc.
EXTRICATION		
H	Cutter/Spreader	Cutter/Spreader
H	Vehicle Extrication Equipment	Vehicle Extrication Equipment
HAZMAT		
M	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Monitoring and Sampling Devices	Monitoring and Sampling Devices
INVESTIGATION		
L	Cameras	Cameras
L	Investigation Tools	Investigation Tools
L	Lights	Lights
L	Monitoring and Sampling Devices (specialized)	Monitoring and Sampling Devices (specialized)
SPECIALIZED		
M	Class A Boats (16 to less than 26 feet)	Class A Boats (16 to less than 26 feet)
M	Class One Boats (16 feet or less)	Class One Boats (16 feet or less)
M	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Mobile Generator	Mobile Generator
M	Portable Pump	Portable Pump
M	Skid Unit	Skid Unit
L	Specialized Equipment (Other)	Specialized Equipment (Other)
L	Tow Vehicles	Tow Vehicles
L	Traffic Preemption systems	Traffic Preemption systems
CNRNE EQUIPMENT		
L	CBRNE-related Equipment	CBRNE-related Equipment
L	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS		
H	Base Stations (must be P-25 Compliant)	Base Stations (must be P-25 Compliant)
H	Mobile Radios (Must be P-25 Compliant)	Mobile Radios (Must be P-25 Compliant)
H	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Portable Radios (Must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (Must be P-25 Compliant, limited to number of AFG approved seated positions)
H	Headsets	Headsets
H	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
M	Mobile Data Terminal (MDT)	Mobile Data Terminal (MDT)
EMS/RESCUE		
H (Technology)	Automatic Chest Compression Device (CPR) moved from basic	Automatic Chest Compression Device (CPR) moved from basic
H (Technology)	Automated External Defibrillators (AEDs) BLS Level	Automated External Defibrillators (AEDs) BLS Level
H	ALS/BLS Equipment	ALS/BLS Equipment
H	Backboards	Backboards
H (Technology)	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H (Technology)	Monitor/Defibrillator – 12+ leads	Monitor/Defibrillator – 12+ leads
H	Power Lift Cots/Stretchers	Power Lift Cots/Stretchers
H (Technology)	Pulse Oximeters	Pulse Oximeters
H	Suction	Suction
H (Technology)	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Blood Pressure Cuffs	Blood Pressure Cuffs
H	Responder Rehab Equipment	Responder Rehab Equipment
H	Stethoscopes	Stethoscopes
H	Stretchers/Backboard/Splint, etc.	Stretchers/Backboard/Splint, etc.
M	EMS/Rescue Equipment	EMS/Rescue Equipment

Priority	Nonaffiliated EMS	Nonaffiliated EMS Regional
M	Cutter/Spreader	Cutter/Spreader
M	Vehicle Extrication Equipment	Vehicle Extrication Equipment
BASIC		
H	Computers used in support of training	Computers used in support of training
H	Props	Props
H	Simulators	Simulators
H	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
HAZMAT		
M	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Monitoring and Sampling Devices	Monitoring and Sampling Devices

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Priorities

H	First-time purchase (never owned by applicant) to support existing mission and/or replace obsolete or damaged equipment
M	Increased capabilities within the department's existing mission, or to meet a new risk
L	Requesting items for a new mission, or requesting additional supplies, or reserve equipment

Additional Considerations

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance e.g., Occupational Safety and Health Administration [OSHA])

Note: First time purchase does not apply to the replacement of equipment that has new technology (e.g., radios)

Nonaffiliated EMS Level of Response	
	Advanced Life Support (ALS)
	Basic Life Support (BLS)

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:	
- Shipping, taxes, assembly, and installation of the requested equipment - Extended warranties and service agreements if acquired concurrent with initial acquisition - Training specific to the requested equipment - Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall)	- Equipment for response to incidents involving CBRNE/WMD - Requested support activities for Equipment requiring supplies or expendables or “one-time” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 <i>Standard on Live Fire Training Evolutions</i>, reasonable safety mitigations to a structure acquired for training

Ineligible Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:	
- Construction of facilities, such as buildings, towers, sheds to house communications, or other equipment - All fixed non-mobile repeaters or fixed site amplifiers - Sirens or other outdoor warning devices - Signage of any kind - Phones (telephone/satellite/cell) - Subject to waiver, any new communications projects or expanding existing communications projects that operate on 700 MHz per FEMA Information Bulletin #386 - Personal Safety/Rescue Bailout System (PPE) - Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture	- Nonaffiliated EMS expendable supplies (including, but not limited to, medications, gloves, syringes, and cervical collars) - Utility Vehicles and All-Terrain Vehicles (UTV/ATV) - Goggles - Bomb disposal equipment and robots - Mobile radios for personally owned vehicles (except chief fire officer’s personal vehicle, if justified) - Those supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters, and splints

Ineligible Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:

- Drones and other aerial surveillance devices
- Flashover simulators

IMPORTANT: The *only* eligible AFG activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable.
- There are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and its related activities must comply with the [SAFECOM](http://www.dhs.gov/sites/default/files/publications/FINAL_FY_2015_SAFECOM_Guidance_V2_040815_508C.pdf) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The technical specifications for FY 2015 SAFECOM Guidance on Emergency Communications Grants is available at: http://www.dhs.gov/sites/default/files/publications/FINAL_FY_2015_SAFECOM_Guidance_V2_040815_508C.pdf. It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and passed all the applicable P-25 requirements and the recipient shall be able to produce such documentation to the AFG Program Office upon request.
- AFG applicants do not have to identify a specific P-25-compliant product in their application narrative, but they must affirm the interoperable communications equipment requested or acquired will be P-25 compliant.

C. Operations and Safety - Personal Protective Equipment (PPE)

Overview

AFG funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE will be ineligible for reimbursement.

PPE requested should have the goal of increasing firefighter safety. When requesting to replace obsolete or damaged PPE (e.g., turnout gear and SCBA), applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory should be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered obsolete, the items must be a minimum of two NFPA cycles **and** 10 years of age or older from the date they were manufactured.

Training for requested PPE

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel. Failure to meet this requirement will result in the request for funding deemed ineligible.
- If applicants are requesting training to support a PPE activity, it must be entered in the Additional Funding section in request details.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is a High **H** priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item, and will not be considered a request “to increase supplies” (e.g., the applicant has the need for 35 Face Pieces, and requested 25 SCBA Units, applicants should separately request 10 additional Face Pieces).
- AFG considers a complete set of Structural/Proximity PPE Turnout gear to be comprised of these NFPA 1971 or 1976 compliant components: one pair pants, one coat, one helmet, one hood, one pair boots, one pair gloves, and one pair suspenders, one pair goggles. In the Authorities Having Jurisdiction (AHJ) where additional PPE, like a Personal Safety/Rescue Bailout System is statutorily required, AFG will consider all statutorily required items to be part of a complete PPE set.
- AFG considers a complete set of EMS PPE Turnout gear to be comprised of these NFPA 1999 compliant components: one pair pants, one coat, one helmet, one pair boots, one pair gloves, one pair suspenders, and one pair goggles.
- AFG considers a complete set of Wildland PPE Turnout gear to be comprised of these NFPA 1977 compliant components: one pair pants, one coat, one jumpsuit, one helmet, one pair boots, one pair gloves, one pair suspenders, one pair goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- AFG considers a complete SCBA Unit to be comprised of the Harness/Backpack, one Face Piece and two cylinders.

All of the following are considerations in pre-scoring and peer review panels:

Fire Department, Nonaffiliated EMS, Joint/Regional, and State Fire Training Academy Personal Protective Equipment (PPE) Priorities

H	• Departments requesting new PPE for the first time • Departments replacing obsolete or damaged PPE • Members without gear
M	• Departments requesting PPE for a new risk
L	• Departments requesting PPE for a new mission • Departments requesting PPE to increase supplies

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Self-Contained Breathing Apparatus (SCBA) Priorities

Award will be based on the number of eligible seated riding positions in the department's vehicle fleet and age of existing SCBA, limited to one spare cylinder (unless justified in the Request Details Narrative). With the exception of face pieces. AFG will fund one per trained firefighter.

H	Note: AFG considers SCBA (PPE) obsolete if, it is a minimum of two NFPA cycles and 10 years of age or older, from the date of manufacture. • Replacing SCBA compliant with NFPA 1981, 2002 Edition or prior • Replacing obsolete or damaged SCBA • Funding every operational member with their own individual face piece
M	• Departments requesting PPE for a new risk
L	• Departments requesting PPE to increase supplies

Additional Considerations

- Applicants will be required to provide the age of the PPE being replaced.
- Call volume can contribute to the justification for new risk.
- Applicants with the oldest PPE and/or trying to bring the department into 100 percent NFPA compliance or the number of active members who will have compliant gear.

Personal Protective Equipment List

Structural/Proximity **H**

- | | |
|---|--|
| <ul style="list-style-type: none"> • Boots • Coats • Complete Set of Turnout Gear • Personal Safety/Rescue Bailout System • Gloves • Suspenders | <ul style="list-style-type: none"> • Goggles • Helmets • Hoods • Pants • Pass Devices • ANSI Traffic Vests |
|---|--|

Respiratory **H**

- | | |
|--|---|
| <ul style="list-style-type: none"> • Accountability Systems • Air-Line Unit • Respirators • SCBA Spare Cylinders | <ul style="list-style-type: none"> • Face Pieces • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders) |
|--|---|

Wildland **H**

- | | |
|---|---|
| <ul style="list-style-type: none"> • Jumpsuits/Coveralls • Boots • Coats | <ul style="list-style-type: none"> • Goggles • Shelters • Web Gear/Backpacks |
|---|---|

Personal Protective Equipment List	
• Pants • Suspenders	• Canteens/Hydration Systems • Helmet
Specialized PPE M	
• PPE: Ballistic Protective Equipment (BPE, to include one vest, one helmet, one triage bag, one pair of goggles) • Extrication Clothing/Rescue Clothing • Encapsulated Suits • Chemical/Biological Suits (Must conform to NFPA 2012 edition)	• Wet and Dry Suits • Proximity Suits • Splash Suits

Eligible Fire Department, Nonaffiliated EMS, Joint/Regional and State Fire Training Academy PPE Activities include but are not limited to:	
• American National Standards Institute (ANSI)-approved retro-reflective highway apparel • Training for requested PPE	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System

Ineligible Fire Department, Nonaffiliated EMS, Regional and State Fire Training Academy PPE Activities include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • Rapid Intervention Packs (Equipment) • Flashlights (Equipment) • Gear Bags (Equipment) • Personal Safety/Rescue Bailout System (PPE) for nonaffiliated EMS organizations	• Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extraction gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, or vehicle lettering that customizes awarded items, <i>except</i> customized helmet shields

D. Operations and Safety - Wellness and Fitness

Overview

Wellness and Fitness activities are intended to strengthen emergency responders so their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazards operations. In order to be eligible for funding, applicants must offer, or plan to offer, all four of the following Priority 1 **H** activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the four activities required for a complete Wellness and Fitness program.

Initial medical exams **H** (Priority 1)

Job-related immunization **H** (Priority 1)

Annual medical and fitness evaluation **H** (Priority 1)

Behavioral health **H** (Priority 1)

Priority 2 - Applicants may only apply for Priority 2 Items if the applicant offers or is requesting a combination of the four activities required under Priority 1.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. In addition, for all AFG Programs, any grant funded medical exams must meet current NFPA 1582, as required by DHS standards.

- Candidate physical ability evaluation
- Formal fitness and injury prevention program/equipment
- Injury/illness rehab
- IAFF or IAFC peer fitness trainer program(s)
- Formal fitness and injury prevention program/equipment
- IAFF or IAFC peer fitness trainer program, (including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFC/IAFF and implementation of a peer fitness trainer programs)

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the four Priority 1 activities.

Fire Department and Nonaffiliated EMS Eligible Wellness and Fitness activities include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • The four Priority 1 items, initial medical exams, job-related immunization, annual medical and fitness evaluation, and behavioral health • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs or Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities | <ul style="list-style-type: none"> • Contractual costs (non-hiring) for personnel, physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall) |
|---|--|

Ineligible Fire Department and Nonaffiliated EMS Eligible Wellness and Fitness activities include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives, (e.g., t-shirts or hats of nominal value and vouchers to local businesses or time-off) • Purchase of real estate • Cash incentives	• Purchase of medical equipment that is not used as part of the Wellness and Fitness Program • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation

E. Operations and Safety - Modifications to Facilities Overview

AFG Grants may be used to modify fire stations and other facilities. New fire station construction is not allowed.

Requested activities may only retrofit existing structures built prior to January 1, 2003 that do not already have those AFG eligible safety features (being requested) in place. Structures built prior to January 1, 2003, that have been expanded/added on to, may be eligible for an award to retrofit areas.

The January 1, 2003, benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, Equipment, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). However, the eligibility of certain minor interior alterations does not release the recipient from their EHP responsibilities resulting from those alterations.

In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are an AFG High  priority for vehicle exhaust mitigation under Modification to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly, via a conduit that attaches to/over the end of the vehicle’s exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structures footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (Total Project Cost(s)) for any individual station. Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

All of the following are considerations in pre-scoring and peer review panels:

Fire Department and Nonaffiliated EMS Modifications to Facilities Priorities include but are not limited to:

H	Departments requesting direct, source capture exhaust systems, sprinkler systems, or smoke/fire detectors
M	Emergency generators, Air Quality Systems

Fire Department and Nonaffiliated EMS Ineligible Modifications to Facilities activities include but are not limited to:

- Station maintenance - Resurfacing bay floors	Interior remodeling not pertaining to the requested project(s)
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Facility Considerations

Level of Occupancy

H Full-time coverage 24/7

M Part-time or selected coverage

L Not on a regular basis

H Facilities with sleeping quarters

M Facilities without sleeping quarters

L Training facilities and marine fire facilities

Additional Considerations

Additional considerations will be given for the age of the building; older facilities receive a higher priority. If requesting multiple items in this activity, funding cannot exceed a maximum of \$100,000 per station.

F. Regional

Overview

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host, and apply on behalf of itself and any number of other participating AFG eligible organizations. SFTA are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition and Operations and Safety (but only for Training, Equipment, and PPE activities). Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the Host applicant (e.g., Career, Combination, or Volunteer), will be entered and used for the regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations.

Neither the regional host, nor any participating partner is prevented from also submitting an application on behalf of their own organization for any AFG activity (Vehicle Acquisition or Operations and Safety). However, individual organizational applications submitted by either the host or any participating partner, that duplicates any portion of the regional application will be considered a duplicate submission, and both applications will be deemed ineligible.

Example: The host and participating partners in a regional request for SCBA units, are prohibited from submitting individual organizational applications for essentially similar SCBA units, or any component of the SCBA unit.

In the application Narrative, a Regional host *must* include a list of all the AFG eligible participating organizations benefitting from a proposed Regional project, to include validated points of contact, each organization's Employee Identification Number (EIN), and provide clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant funded acquisitions or grant funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets and all reporting requirements in the regional application.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document, signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU agreement must specify the individual and mutual responsibilities of the host and participating partners, the host and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefitting from the award, must be an eligible AFG organization, and must be a party to the MOU or equivalent document.

G. Vehicle Acquisition Overview

Vehicles purchased with AFG Funds must be compliant with NFPA 1901 (*Standard for Automotive Fire Apparatus*), NFPA 1906 (*Standard for Wildland Fire Apparatus*) or NFPA 1917 (*Standard for Automotive Ambulances*).

Leasing or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic vehicles are *non-transport* vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens.), or operational equipment (e.g., rescue tools, structural/woodland firefighting equipment); consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate Narrative for each vehicle. For example, if applicants are requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the Narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive any vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive any vehicle award.

All applicants may request funding for a driver training program in the Vehicle Acquisition section but must add the request in the Additional Funding area in the Request Details section of the Vehicle Application.

All Driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered to be in violation of the grant agreement.

The pre-score evaluation criteria consider the department's need for the vehicle, based on the age/condition of current vehicles and/or the demands on the organization.

All of the following are considerations in pre-scoring and peer review panels:

Eligible Fire Department, and State Fire Training Academy Vehicle activities include but are not limited to the following Vehicle Priorities:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	- Pumper - Ambulance - Aerial - Rescue - Non-Transport Community Paramedic	- Pumper - Ambulance - Aerial - Tanker-Tender - Rescue - Non-Transport Community Paramedic	- Pumper - Ambulance - Brush-Attack - Tanker-Tender - Aerial - Non-Transport Community Paramedic
M	- Command - Hazmat - Light/Air unit - Rehab	- Hazmat - Command - Light/Air unit - Brush-Attack - Rehab unit	- Command - Hazmat - Rescue - Light/Air unit
L	- Aircraft Rescue and Firefighting Vehicle (ARFF) - Brush-Attack - Foam truck - Fire boat - Tanker-Tender - Highway safety unit - Hybrid (Fire/Nonaffiliated EMS)	- ARFF - Foam truck - Highway safety unit - Fire boat - Hybrid (Fire/Nonaffiliated EMS)	- Foam Truck - Highway safety unit - ARFF - Rehab - Fire boat - Hybrid (Fire/Nonaffiliated EMS)

Compliance with Standards
- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured - Ambulances, NFPA1917, Edition 2013, or GSA Federal Standard KKK-A-1822F - Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity

Additional Considerations (to include but not limited to)	
	• Departments that have automatic aid agreements, mutual aid agreements, or both • Call volume of primary first due response area or region • Replacement of open cab/jump seat configurations • Age and mileage of the vehicle being replaced; older equipment receive higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Disclose vehicles on loan to the organization in the application narrative but not in the organization's inventory • Disclose damaged vehicles and out of service vehicles in the organization's inventory • Average age of the fleet; older equipment within the same class • Converted vehicles not designed or intended for use in the fire service

Eligible Regional Vehicle activities for Fire Departments (ALL Community Types) Nonaffiliated EMS organizations are limited to Bariatric Ambulance and Community Paramedic	
H	• Aerial • Air/Light • Bariatric Ambulance • Mobile Command • Rehabilitation Unit • Non-Transport - Community Paramedic
M	• Heavy Rescue (Nonaffiliated EMS ineligible) • Highway Safety Unit (Nonaffiliated EMS ineligible)
L	• Hazmat (Nonaffiliated EMS ineligible) • Specialized Foam Unit (Nonaffiliated EMS ineligible)

Nonaffiliated EMS Eligible Vehicle Activities	
H	• Ambulances or transport units to support nonaffiliated EMS functions • Non-Transport Community Paramedic

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond Required: AFG vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor. This is to safeguard the federal

funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under an AFG Vehicle Acquisition Award.

Penalty Clause: All contracts for any AFG funded vehicle must contain a penalty clause.

Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose.

Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the grantee or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected and accepted, the grantee may request the final vehicle payment as an advance payment request. However, the grantee shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the grantee.

IMPORTANT

Upon accepting an offer of an award for the AFG activity-*Vehicle Acquisition*, grant recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist. To locate Regional Fire Program Specialists, please visit: <http://www.fema.gov/fire-grant-contact-information>.

- Applicants will be asked to scan document(s) into a PDF format and email them to the Regional Fire Programs Specialist for inclusion in the grant file.

Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the *Improper Payments Information Act of 2002* (Pub. L. No. 107-300) and the *Improper Payments Eliminations and Recovery Act of 2010* (Pub. L. No. 111-204). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Advance federal funds for partial vehicle payment or chassis payment; or,
- Submit an amendment requesting a Period of Performance extension for the project.

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and State Fire Training Academy Vehicle activities include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Cost of vehicle • Physicals to meet current NFPA 1582/US Department of Transportation (DOT) 649 F | <ul style="list-style-type: none"> • Driver/operator training programs that meet applicable standards, current NFPA 1002 or Emergency Vehicle Operator Curriculum (EVOC), or equivalent |
|--|--|

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and State Fire Training Academy Vehicle activities include but are not limited to:	
• Cost of associated equipment that is eligible under current NFPA 1901/1906	• Transportation to inspect a requested vehicle during production (if justified in the Vehicles Narrative)

Ineligible Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and State Fire Training Academy Vehicle activities include but are not limited to:	
• Leasing or installment purchase of any grant funded vehicle • Aircraft, bulldozers, and construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• Utility Vehicles (UTV) and All-Terrain Vehicles (ATV) are not eligible • Used or refurbished apparatus are ineligible activities under Vehicle Acquisition. • Converted vehicles not originally designed for firefighting are not eligible for refurbishment.

Example of vehicles types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute)
- Urban interface vehicles (Type I) pumper (300 gallons and 750 GPM) Ambulance (vehicle used for transporting patients)
- Tanker-Tender (an apparatus that has water capacity in excess of 1,000 gallons)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response.

Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for *any* emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include, but are not limited to: a training facility (**NO** emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

Appendix C: Award Administration Information

Appendix C contains detailed information on AFG Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

NOTE: In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG cost share or maintenance of effort requirement for certain recipients (15 USC § 2229(k)(4)(A)).

An Award must be accepted, before a hardship waiver for cost share, or maintenance of effort, can be submitted as an amendment request via the online eGrants system.

This policy applies to AFG per § 33 of the Federal Fire Prevention and Control Act of 1974 (Pub. L. No. 93-498, as amended) (15 USC § 2229). For complete requirements concerning these waivers, including a description of how a recipient may demonstrate economic hardship and apply for a waiver, please refer to FEMA Policy FP 207-088-01, dated April 8, 2014, at:

<http://www.fema.gov/media-library-data/1398109239435-ec23997d8351382710896fa77d02bc7d/AFG+Economic+Hardship+Waiver+Policy.pdf>

As described in NOFO Section F, Administrative and National Policy Requirements, Financial and Compliance Audit Report, certain recipients are required to submit an organization-wide financial compliance audit. For those recipients that are required to conduct an audit, reasonable costs incurred for such an audit are an eligible expenditure and should be included in the applicant's proposed budget.

Audit costs are considered administrative expenditures and may be treated as a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars or other applicable cost principles or regulations.

If the AFG Grantee that must complete an audit pursuant to federal regulations is the recipient of *multiple* federal funding sources then *only* a pro rata share of the audit cost(s) may be chargeable to their AFG Award.

Example: Total Audit Costs of \$1,000.00

During their fiscal year, an organization expends \$150,000 from an AFG Award and \$600,000 from other federal sources for a total of \$750,000.

The AFG pro rata share is ($\$150,000/\$750,000 = 1/5$ or twenty percent), of the \$1,000 total audit costs; so only \$200 (twenty percent of \$1,000) would be an eligible cost that can be charged to the AFG Award.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed in the Request Details section of the application. FEMA will only consider reimbursements for application preparation, but not administration, up to but not more than \$1,500. Pursuant to 2 CFR Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 CFR § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the Office of the Inspector General.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, the fees must have been paid, within 30 days of the end of the application period, and prior to any contact with AFG Program Office staff or an Offer of Award.

Applicants will be required to provide documentation to support these pre-award expenditures. A copy of the cancelled check and bank statement shall be provided upon request. Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: AFG requires that all grant writer or preparer information must be entered into the Overview section of the AFG application, whether that person, entity or agent is compensated or not.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS Grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

However, only if the maintenance contract or extended warranty is purchased incidental to the original purchase of the system or equipment, recipients may procure maintenance or warranty coverage which

exceeds the period of performance, as explained in FEMA Policy 205-402-125-1, document available at http://www.fema.gov/media-library-data/20130726-1915-25045-9444/gpd_maintenance_policy.pdf

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty, or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG Program acquisition activity may be charged to an AFG award pursuant to 2 CFR § 200.470. These charges shall be identified and enumerated in the AFG application's Narrative and the Request Details section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent), or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award..

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) also may be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid IRS Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov/>.*

V. Subscription, Access, Membership, Rental, Lease, or User Fees

No subscription, access, membership, rental, lease, termination of services, or user fees, are chargeable to any AFG Award.

VI. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA and AFG expect excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds may be limited to no more than \$10,000 for any Award.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment; except when the use of excess funds is for any eligible activity that would normally require an EHP Review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Example: An award has a single activity (the acquisition of 50 SCBAs) which is reduced via Amendment (to 49 SCBAs). The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal participation resulting from the reduction in quantity is *not allowable* as Excess funds.

- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VII. Procurement Integrity

Through audits conducted by the Department of Homeland Security's Office of Inspector General (OIG) and AFG Program Office grant monitoring, findings have shown that some AFG recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Below, we highlight the federal procurement requirements for fire department, SFTAs, and nonaffiliated EMS organization grantees when procuring goods and services with federal grant funds. DHS will include a review of grantees' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.37 – 200.326.** Select requirements under these standards are listed below. The recipient must comply with all requirements of these standards, even if they are not listed below.

With the exception of State governments, which must comply with the terms of 2 C.F.R. § 200.317, the non-federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to

applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

Among the requirements of 2 C.F.R. § 200.319, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflict of interests;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Generally, a recipient may seek to procure good or services from prequalified lists of persons, firms, or products which are used in acquiring goods and services, e.g., Government Services Administration (GSA) schedule, a State schedule, or co-operative or group purchasing, as having satisfied AFG Program requirements for competition. In order for such procurements by entities other than State governments to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule with the express purpose of making it available to the recipient and other similar types of entities, the contract or purchasing schedule specifically allows for such use, and the work to be performed for the local government falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a local government at 2 C.F.R. §§ 200.318 to 326.
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a recipient other than a State government seeks to use such a prequalified list, purchasing schedule, or other similar type of arrangement, it must first contact the AFG Program Office.

To the greatest extent possible, the FEMA recommends that federal grant funds be used for the purchase of goods and services manufactured, assembled, and distributed in the United States.

Pursuant to 2 C.F.R. § 200.318(c)(1), the recipient (other than States) are required to maintain written standards of conduct covering conflict of interests and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs

or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

If the recipient (other than States) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflict of interests. Organizational conflict of interests means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable Federal Awarding agency policy.

NOTE: For the purposes of this, conflict of interests under procurements executed by the recipient, FEMA considers volunteers of an organization and grant writers to be employees, officers, and/or agents of the grantee. As such, no volunteer or member of an organization or anyone involved in preparing the application for funding can participate in, or benefit from, the procurement if federal funds are involved.

Grantees that purchase items with grant funds from vendors who employ any of their volunteers/members will have to document how they avoided a *Conflict of Interests* during the procurement process (i.e., specific details regarding how the members/volunteers removed themselves or how they were prevented from participating in the process). Grantees may be required to provide this documentation upon request. Grantees who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed. Remember that FEMA reserves the right to request and review any and all bids/spec prior to purchase. Grantees may be subject to an audit after award.

Documentation

Grantees are required to maintain and retain the following:

- Backup documentation, such as bids and quotes
- Cost/price analyses on file for review by federal personnel
- Other documents required by federal regulations applicable at the time a grant is awarded to a grantee

FEMA generally recommends that the recipient maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Grantees who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed.

Specifications

When drafting bid specifications, and prior to publicizing or publishing such bid specifications, a recipient should ensure the following:

- Bids and specifications are not proprietary to any one product or manufacturer. In-state or local geographical preferences are not imposed in the evaluation of bids or proposals.

Recipients may not use the vehicle(s) being awarded as collateral for any type of financial loan(s). Any grantee activity that encumbers or clouds the title of an awarded vehicle may result in actions:

- By FEMA or other federal agencies to modify or revoke the award
- That may include federal actions to claim or seize awarded vehicle
- Of Debarment and Suspension

VIII. Payments and Amendments

Payments

AFG Payment/Drawdown Requests are generated using the eGrants system.

AFG Payment/Drawdown Requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements

Recipients should not expend funds or request drawdowns until all special conditions listed on the grant award document have been met and request for payment in the eGrants system has been approved.

Grant recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the recipient, and financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal law in effect at the time a grant is awarded to the recipient governing interest requirements, including the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes.

Recipients must follow applicable federal regulations governing interest earned on payment advances in effect at the time a grant is awarded to the recipient, including § 200.305.

For the rate to use in calculating interest, please visit Treasury Current Value rate at <http://www.fms.treas.gov/cvfr/index.html>.

Reimbursement

Reimbursement of the recipient is the preferred method when the requirements to be paid in advance, per applicable federal regulations in effect at the time a grant is awarded to the recipient, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 CFR Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with applicable federal regulations in effect at the time a grant is awarded to a recipient.

The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient, if the recipient had already obligated their Cost Share match based upon the original award figures.

If the recipient had *already* obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout

For 90 days after the expiration of the period of performance, during an award's closeout reconciliation, a recipient may only submit reimbursement payment requests.

Reimbursement payment requests shall only be for obligations that were obligated within the active period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review.

Amendments

AFG Award amendments may be approved, on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, some excess funds requests, requests for economic hardship Cost Share waiver, and requests for maintenance of expenditure waivers
- Cost over/under run (adding funds to award/non-closeout deobligation* of funds)
- Economic Hardship Waiver

Amendments will only be considered when submitted via the online eGrants system. These requests must contain specific and compelling justifications for the requested change.

AFG strongly encourages the timely expenditure of grant funds by recipients to be consistent with the goals and objectives outlined in AFG Programs.

**A recipient may deobligate (return) unused funds (those remaining funds drawn down via payment request and/or remaining award funding that was never requested) to DHS prior to the end of an award's Period of Performance. To exercise this option, a recipient must submit a cost over/under run Amendment via the eGrants system and state in their amendment that the unliquidated funds (funds to be*

returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate that it understands that the returned funds will be deobligated and unavailable for any future award expenses.

Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. The AFG Program Office will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, the Program Office will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before processing the deobligation request.

IX. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of State governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the recipient must request disposition instructions from FEMA. The AFG Program Office strongly recommends contacting a Regional Fire Program Specialist or the AFG Help Desk prior to the disposition of AFG-funded equipment, including vehicles.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 01/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6049

Awarding a Bid to and Authorizing Execution of a Contract with Ark Contracting Services, LLC for the Erosion Protection for Fallon Drive Bridge and Kessler Boulevard Slope Failure Repair Projects

Issue:

To consider contracting for construction of the Erosion Protection for Fallon Drive Bridge and Kessler Boulevard Slope Failure Repair Projects

Background:

The Fallon Drive Bridge was identified in the 2012 Bridge Inventory, Inspection and Appraisal Program conducted by the Texas Department of Transportation as needing repair of an extensive amount of erosion occurring around the support columns. Funds in the amount of \$287,500.00 were appropriated in the fiscal year (FY) 2014 Capital Improvement Fund for the design and construction of the erosion repair. A contract with Nathan D. Maier Consulting Engineers, Inc. for the design of the erosion repairs was approved by the City Council at its meeting of June 2, 2014.

The City of Sherman experienced an inordinate amount of rainfall this past spring. Among the issues that we have experienced is a slope failure that occurred on a section of Post Oak Creek running adjacent to Kessler Boulevard between North Woods Street and West Pecan Street on May 8, 2015. This slope failure resulted in the collapse of the adjacent roadway. Design of the repairs proceeded on an emergency basis. However, a contract amendment with Nathan D. Maier Consulting Engineers, Inc. was approved by the City Council on August 17, 2015. Because the project was not budgeted, the cost of both the design and construction totaling \$641,516.00 will be expended from General Fund Reserves. City Staff is working with FEMA on partial reimbursement for the expenditure. However, this process is taking more time than originally anticipated.

Because of the similar nature of the two projects, the Fallon Drive Erosion Repair project was put on hold in order to bid the projects together. By bidding the two projects together and taking advantage of the economy of scale, the City realized \$52,305.00 in savings on the construction of the improvements. The improvements are designed to repair the damage caused by each situation and help prevent future issues.

Sealed bids for the construction of the projects were opened on September 15, 2015 at 2:00 p.m. Four (4) bids were received, with the lowest bid being submitted by Ark Contracting Services, LLC in the amount of \$771,246.00. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

This contract in the amount of \$771,246.00 will be funded through a combination of the Capital Improvement Fund and General Fund Reserves.

Staff Recommendation:

It is recommended that the bid be awarded for construction of the Erosion Protection for Fallon Drive Bridge and Kessler Boulevard Slope Failure Repair Projects to the low bidder, Ark Contracting Services, LLC of Kennedale, Texas, in the amount of \$771,246.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

Those as may be recommended by the City Council

Attachments

Resolution No. 6049

Contract

Bid Tabulation

Fallon Drive Pictures

Kessler Drive Pictures

Fallon Location Map

Kessler Location Map

RESOLUTION NO. 6049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ARK CONTRACTING SERVICES, LLC FOR THE EROSION PROTECTION FOR FALLON DRIVE BRIDGE AND KESSLER BOULEVARD SLOPE FAILURE REPAIR PROJECTS; 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 Ark Contracting Services, LLC is hereby awarded the bid in the total amount of Seven Hundred Seventy-One Thousand Two Hundred Forty-Six Dollars and No Cents (\$771,246.00) for erosion protection for Fallon Drive Bridge and Kessler Boulevard slope failure repair projects; 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 with Ark Contracting Services, LLC for these projects.

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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

EROSION PROTECTION FOR FALLON BRIDGE AND KESSLER BLVD.

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within two hundred (200) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR _____ Dollars (\$_____) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____
Robby Hefton, City Manager

By: _____
Linda Ashby, City Clerk

(CONTRACTOR)

ATTEST:

By: _____

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

Bid Alternate A

Item	Qty Kessler Blvd.	Qty Fallon Bridge	Qty Combined	Description	Unit
1	1	1	1	Site Preparation	LS
2	1	1	1	Temp Erosion Control Measures	LS
3	589	159	748	Gabion Wall (3'x3')(PVC)	CY
4	290	0	290	Gabion Mattress (9")(PVC)	SY
5	0	134	134	Gabion Mattress (12")(PVC)	SY
6	65	57	122	Rock Riprap (18")(Protection)	CY
7	875	236	1111	Concrete Anchor Beam	LF
8	86	43	129	Tie-Backs (1.25")(Gr75)	EA
9	1	1	1	Site Restoration	LS
10	44	0	44	Street Pavement Repair and Rep	SY
11	79	0	79	Street Curb Replacement	LF
12	530	0	530	Metal Beam Guard Fence (Tim P	LF
13	13716	0	13716	Propex Landlok 450 TRM	SF
14	0	40	40	Alternate Gabion Mattress (12")	SY

Bid Alternate A

Item	Qty Kessler Blvd.	Qty Fallon Bridge	Qty Combined	Description	Unit
1	1	1	1	Site Preparation	LS
2	1	1	1	Temp Erosion Control Measures	LS
3	589	159	748	Gabion Wall (3'x3')(PVC)	CY
4	290	0	290	Gabion Mattress (9")(PVC)	SY
5	0	134	134	Gabion Mattress (12")(PVC)	SY
6	65	57	122	Rock Riprap (18")(Protection)	CY
7	875	236	1111	Concrete Anchor Beam	LF
8	86	43	129	Tie-Backs (1.25")(Gr75)	EA
9	1	1	1	Site Restoration	LS
10	44	0	44	Street Pavement Repair and Rep	SY
11	79	0	79	Street Curb Replacement	LF
12	530	0	530	Metal Beam Guard Fence (Tim P	LF
13	13716	0	13716	Propex Landlok 450 TRM	SF
14	0	40	40	Alternate Gabion Mattress (12")	SY

Hayward Baker

Unit Price Kessler Blvd.	Unit Price Fallon Bridge	Total Price Kessler Blvd.	Total Price Fallon Bridge
40,000.00	40,000.00	40,000.00	40,000.00
7,500.00	7,500.00	7,500.00	7,500.00
705.00	705.00	415,245.00	112,095.00
410.00	-	118,900.00	-
-	425.00	-	56,950.00
250.00	250.00	16,250.00	14,250.00
50.00	50.00	43,750.00	11,800.00
1,250.00	1,250.00	107,500.00	53,750.00
36,500.00	36,500.00	36,500.00	36,500.00
460.00	-	20,240.00	-
98.00	-	7,742.00	-
50.00	-	26,500.00	-
2.00	-	27,432.00	-
-	420.00	-	16,800.00
	Total Price	867,559.00	349,645.00
	Combined	1,217,204.00	

DCi Contracting

Unit Price Kessler Blvd.	Unit Price Fallon Bridge	Total Price Kessler Blvd.	Total Price Fallon Bridge
79,750.00	79,750.00	79,750.00	79,750.00
10,000.00	8,000.00	10,000.00	8,000.00
270.00	270.00	159,030.00	42,930.00
100.00	-	29,000.00	-
-	130.00	-	17,420.00
170.00	170.00	11,050.00	9,690.00
93.00	93.00	81,375.00	21,948.00
2,900.00	2,900.00	249,400.00	124,700.00
15,000.00	15,000.00	15,000.00	15,000.00
170.00	-	7,480.00	-
40.00	-	3,160.00	-
30.00	-	15,900.00	-
0.55	-	7,543.80	-
-	130.00	-	5,200.00
	Total Price	668,688.80	324,638.00
	Combined	993,326.80	

Ark Contracting

Unit Price Kessler Blvd.	Unit Price Fallon Bridge	Total Price Kessler Blvd.	Total Price Fallon Bridge
50,000.00	45,000.00	50,000.00	45,000.00
10,000.00	10,000.00	10,000.00	10,000.00
360.00	360.00	212,040.00	57,240.00
110.00	-	31,900.00	-
-	180.00	-	24,120.00
110.00	110.00	7,150.00	6,270.00
65.00	75.00	56,875.00	17,700.00
1,300.00	1,300.00	111,800.00	55,900.00
10,000.00	9,000.00	10,000.00	9,000.00
120.00	-	5,280.00	-
45.00	-	3,555.00	-
50.00	-	26,500.00	-
1.00	-	13,716.00	-
-	180.00	-	7,200.00
	Total Price	538,816.00	232,430.00
	Combined	771,246.00	

Mitchell Enterprises

Unit Price Kessler Blvd.	Unit Price Fallon Bridge	Total Price Kessler Blvd.	Total Price Fallon Bridge
43,818.00	27,510.00	43,818.00	27,510.00
9,974.00	10,294.00	9,974.00	10,294.00
815.14	915.82	480,117.46	145,615.38
236.01	-	68,442.90	-
-	195.13	-	26,147.42
243.74	276.56	15,843.10	15,763.92
73.36	73.89	64,190.00	17,438.04
4,266.43	4,266.42	366,912.98	183,456.06
22,803.00	11,623.00	22,803.00	11,623.00
40.00	-	1,760.00	-
38.08	-	3,008.32	-
69.31	-	36,734.30	-
1.04	-	14,264.64	-
-	219.85	-	8,794.00
	Total Price	1,127,868.70	446,641.82
	Combined	1,574,510.52	



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – East Embankment



Fallon Drive Bridge – West Embankment



Fallon Drive Bridge – West Embankment



Kessler Blvd. Looking Northwest from Woods St. Bridge



Kessler Blvd. Looking West from East Side of Creek



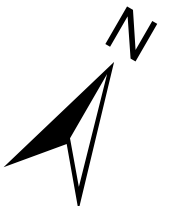
Kessler Blvd. Looking South from East Side of Creek





Sherman
 ENGINEERING DEPT.
 220 W. MULBERRY
 SHERMAN, TX 75090

1 in = 100 ft





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 01/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6050

Authorizing Execution of a Developer's Agreement with S & P Texoma Properties, LLC for Construction of Public Facilities in a 19-Acre Subdivision on Ridgeview Road in the City of Sherman

Issue:

The construction of public facilities in a 19-acre subdivision on Ridgeview Road in the City of Sherman

Background:

S & P Texoma Properties, LLC proposes to construct a 19-acre subdivision on Ridgeview Road, which includes the construction of streets, drainage and water mains.

Origination:

Department of Engineering & Utilities

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the Developer's Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6050

Developer's Agreement

Location Map

RESOLUTION NO. 6050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH S & P TEXOMA PROPERTIES, LLC FOR CONSTRUCTION OF PUBLIC FACILITIES IN A 19-ACRE SUBDIVISION ON RIDGEVIEW ROAD IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with S & P Texoma Properties, LLC for the construction of public facilities in 19-Acre Subdivision on Ridgeview Road in the City of Sherman, Grayson County, Texas, in the same or substantially same form as 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY,
CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND S & P TEXOMA PROPERTIES, LLC**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2015 (the “Effective Date”), by and among the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, and S & P Texoma Properties, LLC (“Developer”).

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as the 19 Acre Subdivision on Ridgeview Road, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit “A” and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before December 15, 2016, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal

infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$6,145.95.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately

notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-4547
FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Jason Sofey
ADDRESS: 116 W Lamar Street
Sherman, TX 75090
PHONE: 903-815-7710
FAX: N/A

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2015, with an original to each party.

Developer: S & P TEXOMA PROPERTIES, LLC

BY: _____
NAME: Jason Sofey
TITLE: President

ATTEST: BY: _____
NAME: _____
TITLE: _____

CITY: CITY OF SHERMAN

BY: _____
NAME: Robby Hefton
TITLE: City Manager

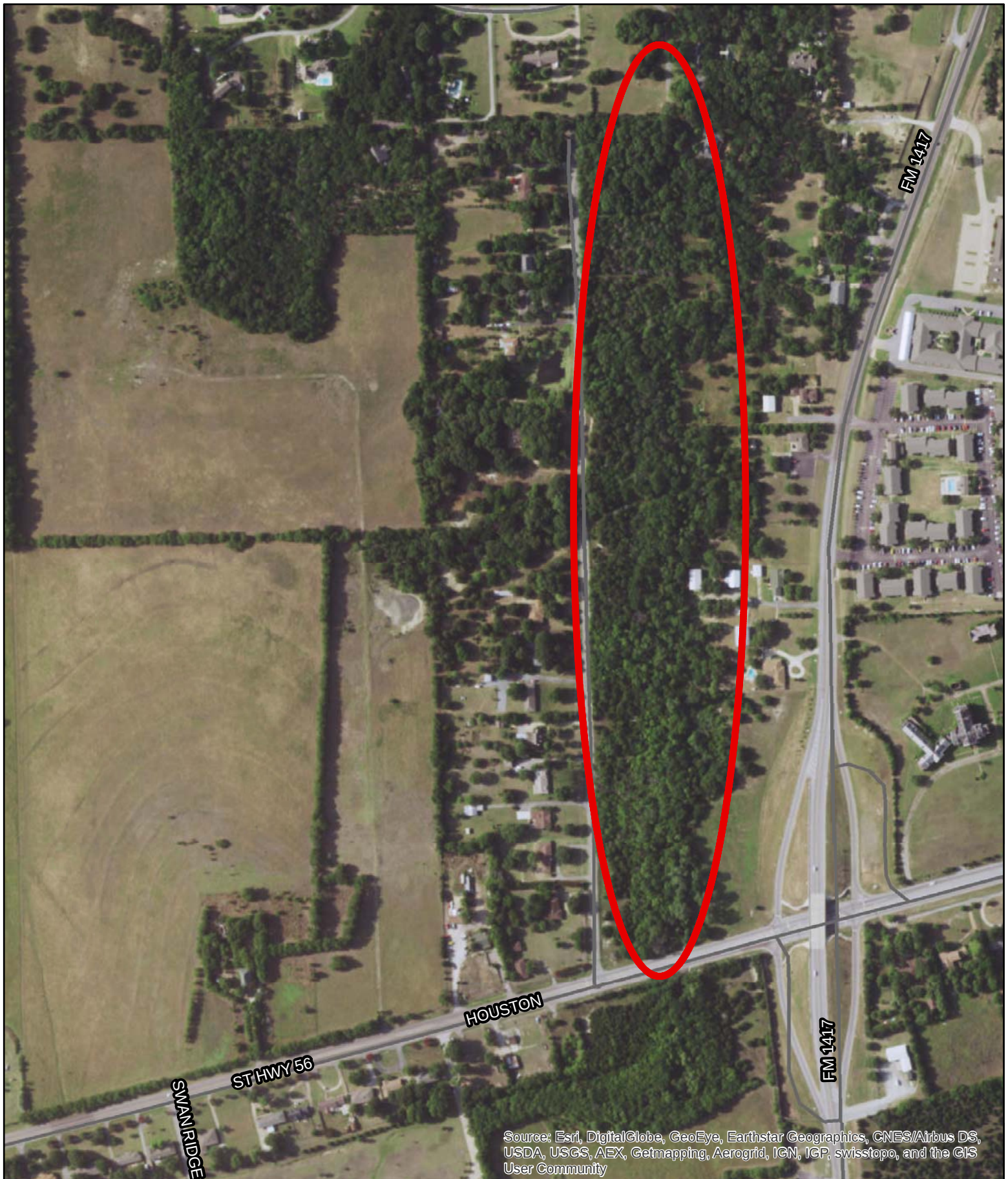
ATTEST: BY: _____
NAME: Linda Ashby
TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 6.

Meeting Date: 01/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6051

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the Design of the Downtown Sherman Streetscape, Phase 2 and the Grand Avenue Pedestrian Improvement Projects

Issue:

To consider a contract for professional services with Huitt-Zollars, Inc. for the design of the Downtown Sherman Streetscape, Phase 2 and the Grand Avenue Pedestrian Improvement projects

Background:

On April 20, 2015, the City Council approved a resolution certifying funding and support for the 2015 Transportation Alternatives Program (TAP) Grant. In accordance with the resolution, \$150,000 was included in the 2015-2020 Capital Improvement Program for the design and local match portion of the estimated cost of \$550,000 for the Downtown Sherman Streetscape, Phase 2 project. On September 24, 2015, the City of Sherman was notified that we had been selected to receive the TAP Grant.

Also included in the 2015-2020 Capital Improvement Program is \$60,000 for the first phase of the Grand Avenue Pedestrian Improvements project. This phase will consist of the design of the pedestrian improvements at East Richards Street, East Williams Street, East College Street and East Carter Street. The remaining funds will be utilized to construct a portion of the improvements. The remaining portions can be funded in future years at the discretion of the Council.

In order to minimize surveying cost, staff recommends awarding the design of these two projects to the same engineering firm. The projects can then be awarded together along with the Downtown Sidewalk Improvements project or separately should there be a delay in receipt of the grant.

Origination:

Engineering Department

Financial Consideration:

The fee for engineering services will be \$67,000, with funding available in the Capital Improvement Program Fund.

Staff Recommendation:

It is recommended that the contract for professional services with Huitt-Zollars, Inc. for the design of the Downtown Sherman Streetscape, Phase 2 and the Grand Avenue Pedestrian Improvement projects be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6051

Contract

Location Map 1

Location Map 2

RESOLUTION NO. 6051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE DESIGN OF THE DOWNTOWN SHERMAN STREETScape, PHASE 2 AND THE GRAND AVENUE PEDESTRIAN IMPROVEMENT PROJECTS; 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 Huitt-Zollars, Inc. is hereby awarded the bid in the total amount of Sixty-Seven Thousand Dollars and No Cents (\$67,000.00) for the design of the Downtown Sherman Streetscape, Phase 2 and the Grand Avenue Pedestrian Improvement projects; 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 with Huitt-Zollars, Inc. for these projects.

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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into January 4, 2015 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Huitt-Zollars, Inc., a Texas corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Huitt-Zollars, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services,

attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by

reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be

provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE DOWNTOWN SHERMAN STREETScape, PHASE 2 AND GRAND AVENUE PEDESTRIAN IMPROVEMENT PROJECTS DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are

intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Each approved invoice will be paid within thirty (30) days from receipt thereof. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or

obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2007 or compatible with Microsoft Word 2007.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such

termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other

vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of

City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 1717 McKinney Ave, Suite 1400, Dallas, TX 75202-1236.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a

term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby

certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2015, with an original to each party.

COMPANY: _____

BY: _____

NAME: _____
Address

TITLE: President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

Exhibit 1: Scope of Professional Services

I. Task One: Downtown Sherman Shared-Use Pathway

I. Design Development Services

A. Huitt-Zollars, Inc will:

- Perform a site visit to physically walk and confirm the proposed shared-use path alignment, note visible existing utilities, visible power poles and transmission lines, visible existing facilities and other visible obstacles and markers that may affect the placement and alignment of the shared-use pathway.
- Perform a topographic survey of the south side, abandoned railway crossing approx. 360' feet east of S. Montgomery Street, an existing outfall structure located on the south side of E. Lamar Street approx. 156' west of 1st Street, an existing headwall structure located on the north side of E. Houston Street approx. 50' east of S. East Street and a drainage inlet structure just east of the Hardwicke-Etter Hardware Co. at 309 E. Houston Street. Topographic survey information shall be used to determine shared-use pathway alignment and site specific drainage concerns during the design development of the shared-use pathway.
- Prepare base maps for design development of the shared-use pathway. Base maps shall be developed from Engineering Dept., City of Sherman provided aerial maps and downtown tract development surveys, along with topographic surveys performed by Huitt-Zollars as described above.
- Prepare design development plans for the 10'-0" wide shared-use pathway. The shared-use pathway shall begin at S. Walnut Street and E. Lamar Street. The pathway shall run along the south side of E. Lamar Street to S. Throckmorton Street. The pathway shall cross E. Lamar Street and along the west side of S. Throckmorton Street. The pathway shall cross E. Houston Street at S. Throckmorton Street. The pathway shall run along the north side of E. Houston Street and conclude at the existing sidewalk paving at 309 E. Houston Street.
- Prepare planting plans for trees approx. 30'-0" on centers within the shared-use pathway and contained within 5' x 5' tree planting pits with standard steel grates along the shared-use pathway.
- Prepare plans to Texas Department of Transportation (TxDOT) standards.
- Attend one development design review meeting to confirm project requirements.
- Provide an estimate of probable cost.
- **Deliverables:** 50% construction documents and cost estimate in PDF electronic format. Submit plans to Paris District Office of Texas Department of Transportation (TxDOT), as required.

II. Construction Documents Services

B. Huitt-Zollars, Inc will:

- Prepare shared-use pathway construction document plans. Shared-use pathway construction document plans will include civil and landscape architectural design as they relate only to the shared-use pathway improvements and this scope of work. Construction documents will include dimensional control plans, grading and drainage plans as needed in areas where topographic survey was performed, material site plans, paving site plans and planting at a minimum 1"=20'-0" scale. Hardscape details will be developed for features of the shared-use pathway to a level adequate to communicate design intent to a contractor.
- Prepare plans to Texas Department of Transportation (TxDOT) standards.

- Attend construction document review meetings at 100% completion to confirm project requirements.
- Prepare TxDOT standard specifications and bid item document.
- Provide an updated estimate of probable cost.
- Prepare plans and submit to TDLR or their approved representatives for plan review and approval.
- **Deliverables:** 100% construction documents, specifications (w/ bid document) and updated cost estimate in PDF electronic format. Submit plans to Paris District Office of Texas Department of Transportation (TxDOT), as required.

II. Task Two: Downtown Sherman Panel Replacement Plan

I. Plan Inclusion Services

A. Huitt-Zollars, Inc will:

- Include concrete panel replacement plans prepared by the City of Sherman and/or their representative into the bid ready set of plans for the Downtown Shared-Use Pathway. Plans will be included in the bid ready set, numbered sequentially with the existing bid ready set and accounted for in the cover sheet and bid document as an add alternative bid item.

III. Task Three: E. Grand Crosswalks at Austin College

I. Design Development Services

A. Huitt-Zollars, Inc will:

- Perform a site visit to physically walk and confirm the proposed crosswalk and refuge island locations, note visibly existing utilities, visible power poles and transmission lines, visible existing facilities and other obstacles that may affect the placement and alignment of the crosswalk and pedestrian refuge islands.
- Perform a topographic survey of existing crosswalk locations along N. Grand Avenue at E. Richards Street, E. Williams Street, E. College Street and E. Carter Street. Topographic survey information shall be used to determine pedestrian refuge islands design, crosswalk alignment and drainage concerns during the design development of the crosswalks and refuge islands.
- Prepare base maps for design development of the crosswalks and refuge island locations. Base maps shall be developed from City provided aerial maps and downtown tract development surveys, along with the visual and topographic surveys perform by Huitt-Zollars as described above.
- Prepare design development plans for the crosswalks and refuge islands.
- Task III items shall not be submitted to TxDOT for review and approval.
- Attend one development design review meeting to confirm project requirements.
- Provide an estimate of probable cost.
- **Deliverables:** 50% construction documents and cost estimate in PDF electronic format.

II. Construction Documents Services

B. Huitt-Zollars, Inc will:

- Prepare crosswalks and refuge island construction document plans. The crosswalks and refuge islands construction document plans will include civil design as they relate only to the crosswalk and refuge island improvements and this scope of work. Construction documents will include

dimensional control plans, material site plans, crosswalk signage, poles and solar powered warning emitters, crosswalk striping plans and paving site plans at a minimum 1"=20'-0" scale. Hardscape details will be developed for features of the crosswalks and pedestrian refuge islands to a level adequate to communicate design intent to a contractor.

- Prepare plans to City of Sherman standards. Task III items shall not be submitted to TxDOT for review and approval.
- Attend construction document review meetings at 100% completion to confirm project requirements.
- Prepare plans and submit to TDLR or their approved representatives for plan review and approval.
- Provide an updated estimate of probable cost.
- **Deliverables:** 100% construction documents, specifications (w/ bid document) and updated cost estimate in PDF electronic format.

IV. Reimbursable Expenses

Expenses accrued through printing (beyond that required for intra-office coordination), deliveries, travel, long distance calls or other out of pocket expenses are included in the lump sum fee.

V. Excluded Services

Any work not specifically included in the Scope of Services above is excluded from this proposal. The following is a list of some of the items not included in the scope. These are meant to further clarify our agreement. Any changes to the scope of work or other unforeseen changes to the land plan concept or illustration after the design is substantially complete will be considered additional services.

- Pre Application meeting, preliminary plat approval, zoning application, site plan, engineering, final plat and permits
- No electronic survey or base map preparation
- No easement dedications by separate instrument
- Environmental and historic assessments or plans
- Geotechnical investigation and report.
- Construction staking or easement preparation
- Tree Survey or Tree Identification Surveys
- Overhead utility relocations or burial
- Design of Franchise Utilities (gas, electric, telephone, etc.)
- Pedestrian refuge islands design development and construction documents at E. Houston Street and S. Walnut Street, E. Lamar Street and S. Walnut Street and E. Houston Street and S. Montgomery Street.
- Advertisement for bid, receiving bid documents, contractor negotiations, contract documents
- Bid tabulations, reviews of change orders, request for information or payment request
- Pre and post construction meetings, construction observation, construction administration
- Engineering & Off-Site Design – There are no improvements expected beyond this site as part of this project. Therefore, any on-site or off-site utilities, drainage, or road improvements beyond that not already covered by this agreement would be considered additional services.
- Illustrative perspectives and/or plan renderings beyond those in the Basic Services.

- We assume there is no substantial environmental, habitat, or endangered species with respect to this site.
- The Client will provide all submittal fees, review fees and all other regulatory fees required for this project in advance of their need and in addition to the stated budget for reimbursable expenses. These fees are not included in the fees below.
- Any of these excluded services can be provided as Additional Services approved in writing by the City of Sherman, Texas.

VI. Client Provided Services

- The Client shall provide all engineering and architectural base files required to provide services for this scope of work.

SUMMARY OF PROPOSED SERVICES AND FEES

	<u>Description</u>	<u>Fee</u>	<u>Amount</u>
I.	Task One: Design Development	Lump Sum	\$ 20,000.00
	Task One: Construction Documents	Lump Sum	\$ 30,000.00
II.	Task Two: Plan Inclusion Services	Lump Sum	\$ 200.00
III.	Task Three: Design Development	Lump Sum	\$ 6,800.00
	Task Three: Construction documents	Lump Sum	\$ 10,000.00
Reimbursable expenses included in lump sum fees quoted.		Total	\$ 67,000.00

PROPOSED SCHEDULE

Design Development Plans @ 50%	8 Weeks (after Notice to Proceed)
Construction Documents @ 100%	8 Weeks (after 50% comments/approval)

HUITT-ZOLLARS

DALLAS

2016 HOURLY RATE SHEET

Engineering / Architecture

Principal-In-Charge	\$255.00
QA Manager	\$240.00
Sr. Project Manager	\$240.00
Project Manager	\$195.00
Sr. Civil Engineer	\$205.00
Sr. Structural Engineer	\$205.00
Sr. Mechanical Engineer	\$205.00
Sr. Electrical Engineer	\$205.00
Civil Engineer	\$160.00
Structural Engineer	\$160.00
Mechanical Engineer	\$165.00
Electrical Engineer	\$165.00
Plumbing Engineer	\$165.00
Engineer Intern	\$110.00
Sr. Landscape Architect	\$155.00
Landscape Architect	\$110.00
Landscape Architect Intern	\$ 90.00
Sr. Planner	\$180.00
Planner	\$160.00
Planner Intern	\$115.00
Sustainability Professional	\$145.00
Sr. Designer	\$150.00
Designer	\$130.00
Sr. CADD Technician	\$125.00
CADD Technician	\$ 95.00

Survey

Survey Manager	\$ 185.00
Sr. Project Surveyor	\$ 145.00
Project Surveyor	\$ 140.00
Field Coordinator	\$ 125.00
Sr. Survey Technician	\$ 105.00
Survey Technician	\$ 85.00

Survey Crews

1-Person Survey Crew	\$ 95.00
2-Person Survey Crew	\$ 140.00
3-Person Survey Crew	\$ 165.00

Construction

Construction Manager	\$ 190.00
Resident Engineer	\$ 150.00
Resident Project Representative	\$ 135.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 75.00

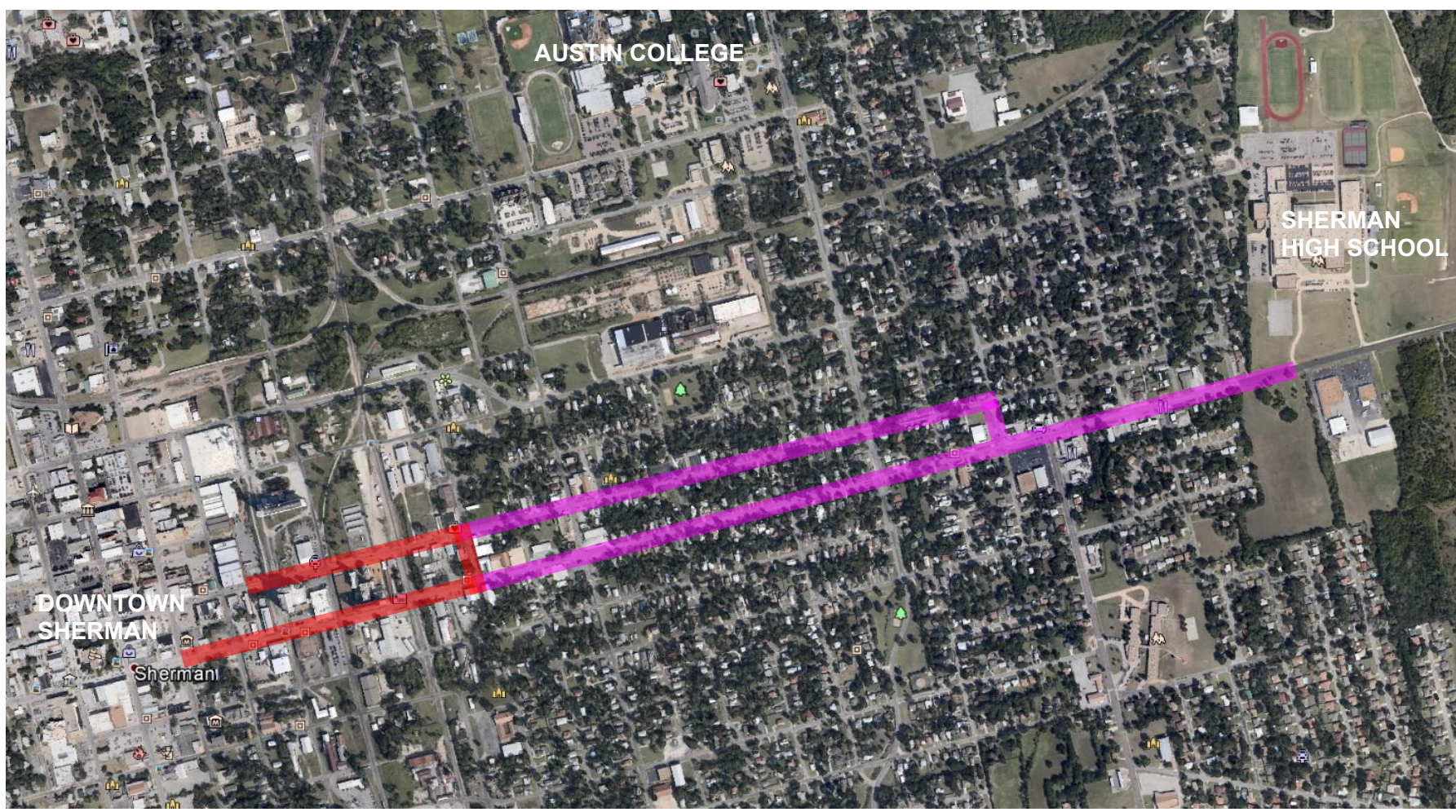
Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Note: New hourly rates will become effective each February 1st to reflect cost of living salary adjustments .



PROJECT NUMBER
1403
DATE
04.30.15
SHEET NUMBER
1 OF 3



- CURRENT PHASE
- FUTURE PHASE(S)



AERIAL VIEW OF
SIDEWALK LOCATIONS

SCALE: NO SCALE

FIGURE 1: AERIAL VIEW OF SIDEWALKS





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 7.

Meeting Date: 01/04/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6052**

Awarding a Bid to and Authorizing Execution of an Agreement with JPMorgan Chase Bank, NA for the Lease-Purchase Financing of Capital Equipment

Issue:

Awarding of financing for the lease-purchase of various pieces of capital equipment

Background:

The City solicited bids in December for financing various pieces of capital equipment to be used in the Utility operations and received responses from five companies, two of which have branches locally. The lowest bidder, JPMorgan Chase Bank, NA, submitted a rate of 1.877% over the requested seven-year term. All of the equipment being financed has a useful life of at least fifteen years. After the City Council awards the financing, the winning bidder will prepare the final lease documents to be signed by the City Manager.

Origination:

Finance Department

Financial Consideration:

Annual debt service on \$840,000 will be about \$130,000.

Staff Recommendation:

It is recommended that the Council award the lease-purchase financing of capital equipment to JPMorgan Chase Bank, NA and authorize the City Manager to execute the lease documents in substantially similar form to that presented in the attachment.

Alternatives:

The Council could instruct the staff to seek alternative forms of financing. This would not be recommended at this time because lease-purchase financing is the most expedient and least expensive long-term debt to issue.

Attachments

Resolution No. 6052

Chase Bid

Bid Tabulation

RESOLUTION NO. 6052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JPMORGAN CHASE BANK, NA FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to lease-purchase from JPMorgan Chase Bank, NA, an Excavator, Wheel Loader, Haul Truck, Haul Trailer, Sky Track (forklift), Hydraulic Thumb and Hammer in accordance with the equipment lease-purchase agreement attached hereto and made a part hereof for all purposes from JPMorgan Chase Bank, NA. Any agreements related to the purchase must be approved by the City Attorney.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO
FORM AND CONTENT:**

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



Ram S. Iyer
Vice President
Senior Relationship Manager
Tel: 214-360-3904
ram.s.iyer@chase.com

JPMorgan Chase Bank, NA
1111 Polaris Parkway, Suite 3K
Columbus, OH 43240

Aric Camburn
Assistant Vice President
Tel: 614-213-4494
aric.r.camburn@chase.com

December 16, 2015

City of Sherman
Craig Long – Budget Analyst
405 N. Rusk
P.O.Box 1106
Sherman, TX 75091-1106

Dear Craig:

JPMorgan Chase Bank, N.A. is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable state laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

Type of Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase" or the "Lessor").
Lessee:	City of Sherman
Equipment:	Excavator, Wheel Loader, Haul Truck, Haul Trailer, Sky Track (forklift), Hydraulic Thumb and Hammer (attachments for the excavator)
Financed Amount:	\$807,000.00
Location of Equipment:	Sherman, Texas
Commencement Date:	Anticipated to be no later than January 14, 2016
Interest Rate:	1.877%
Payments:	Lessee will be required to make 28 consecutive QUARTERLY payments of principal and interest, each in ARREARS, equal to \$30,825.38, beginning April 15, 2016.

Adjustments to Rate & Payments:	The Interest Rate and Payments quoted herein are based on current market rates as indicated by the 7 Year Treasury Constant Maturity Rate ("Index Rate"), as most recently published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519). For every change in the Index Rate, an adjustment will be made to the Interest Rate and Payment in order to maintain Lessor's economics. The final Interest Rate and Payment will be agreed to 3 days prior to closing.
Bank Qualified:	This proposal assumes that Lessee will not issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a "qualified" tax-exempt obligation.
Use of Proceeds/Title:	To finance the acquisition of Excavator, Wheel Loader, Haul Truck, Haul Trailer, Sky Track (forklift), Hydraulic Thumb and Hammer (attachments for the excavator), the legal title of which shall vest in the Lessee during the term of the Agreement.
Prepayment:	The Lessee shall have the right to prepay, in whole, on any payment date AFTER 36 months.
Security:	Lessee will grant Lessor a first priority security interest in the financed equipment.
Appropriation:	This Agreement shall be subject to appropriation, with documentation within the Agreement requiring appropriation for payment of all lease schedules or none at all. Appropriation for partial payment or for select assets within a schedule will not be permitted.
Disbursement of Proceeds:	The transaction will be funded via an initial escrow deposit with an escrow agent selected by Lessor and approved by Lessee equal to the full Financing Amount from which disbursements will be made to vendors, or reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required. Interest earned will be utilized for Lessee's benefit to conform to the escrow agreement.
Expenses and Fees:	Lessee shall be responsible for all out-of-pocket expenses, including, but not limited to, Lessor's outside counsel, other attorney fees, search and registrations, and appraisals. Escrow fee will be paid by JPMorgan Chase Bank, N.A. If Lessee accepts Lessor's documents, there should be no need for Lessor to engage outside counsel.
Documentation:	Lessor or its counsel shall prepare documentation. The Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of legal/validity opinion to the Lessor.
Reporting Requirements:	Lessee shall deliver audited annual financial statements within 180 days of end of each fiscal year.

Events of Default:	The Events of Default will be standard and customary for transactions of this nature.
Maintenance and Insurance:	All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage to the Equipment and shall be responsible for keeping the Equipment insured with companies satisfactory to and for such amounts as required by Lessor. Lessor, its parent and affiliates, its successors, and assigns, must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.
Representation and Warrants:	Usual representations and warranties in connection with the financing, including without limitation, absence of material adverse change, absence of material litigation, absence of Default or potential default and continued accuracy of representations.
Conditions Precedent:	Usual and customary conditions related to the issuance of the Tax-Exempt financing, including acceptable legal documentation and standard approvals from the City, State and local officials, as may be required.
Governing Law:	All aspects of the financing being discussed including this Proposal and any loan documents would be governed by the laws of the State of Texas.
Terms and Conditions – Exceptions:	Notwithstanding anything contained to the contrary in the Request for Proposal on Equipment Lease, Chase does not agree to the following provision contained in the Request for Proposal and if Chase is the successful proposer the provision will not be included in the final documents. <i>The company making the successful proposal shall indemnify and hold harmless the City of Sherman and its officers, agents and employees from any and all claims, demands, actions, causes of action, liabilities, damages, costs, expenses, and attorney fees, as and when incurred by the City of Sherman and all liability of any kind, descriptions, or character whatsoever or any other loss or detriment brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any act or fault of the successful proposing company or its agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from the award. The company making the successful proposal shall pay any judgment with cost which may be obtained against the City of Sherman resulting from such injury. The City of Sherman reserves the right to employ legal counsel of its choice.</i>
JPMorgan Chase Financial highlights:	See attached financial highlights JPMorgan Chase Bank has been a market leader in Municipal equipment finance credit for over 20 years. We rank among the largest providers of credit facilities in the Municipal market today. Our deep familiarity with this sector is viewed as a strong benefit by the Municipal clients with whom we

	do business. We believe that our experience in providing credit support, coupled with our long experience in deal execution, will ensure an efficient, cost-effective transaction for the City of Sherman.
Waiver of Jury Trial:	The Lessee will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.
Waiver of Immunity:	Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.
Proposal Only:	This proposal is not a commitment to undertake this financing. A commitment can be issued only after full credit and economic review and subsequent approval by the appropriate officers of JPMorgan Chase Bank, NA or any affiliate of JPMorgan Chase Bank, NA, its successors and/or assigns. A commitment shall not be binding on Lender/Lessor unless it is in writing and signed by Lender/Lessor and accepted by Lessee. Lender/Lessor will have the sole right of assignability of this proposal or any lease between Lessee and Lender/Lessor.
Expiration Date:	This proposal will expire January 4, 2016 unless Lessee acknowledges its acceptance by signing and returning a copy of this proposal to Lessor.
Confidentiality:	You further acknowledge that Lessor and its affiliates (collectively, "Chase") may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein and otherwise. In return, Chase confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by Chase of such services for other companies. You also acknowledge that Chase will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.
IRS Circular 230 Disclosure:	JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

Please feel free to contact me at (214) 360-3904 if you would like to discuss this proposal in greater detail or have additional equipment financing requirements. Upon receipt of the accepted proposal, we will begin the approval process. Thank you for the opportunity to serve your equipment financing needs.

Sincerely,

JPMorgan Chase Bank, N.A.

By: Ram Iyer

Title: Senior Relationship Manager

City of Sherman

Accepted Date: _____

By: _____

Title: _____

**SUMMARY SHEET
CITY OF SHERMAN, TEXAS
PROPOSAL TO FINANCE
EXCAVATOR, WHEEL LOADER, HAUL TRUCK, HAUL TRAILER, FORKLIFT,
HYDRAULIC THUMB AND HYDRAULIC HAMMER**

Company Submitting Proposal

Name of company: JPMorgan Chase Bank, N.A.

Contact: Ram Iyer

Address: 8111 Preston Road, FL 02

City, State, Zip: Dallas, TX 75225

Telephone Number: 214-360-3904

Fax Number: 214-572-3572

Email: ram.s.iyer@chase.com

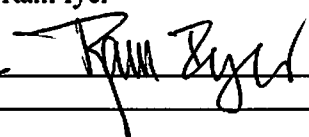
Proposed Rate (APR), Bank Qualified: 1.877%

Total sum of expected payments over life of lease: \$ \$863,110.51

By signing this form, the undersigned represents that he/she has full authority to bind this company to the terms contained in this proposal:

Name of authorized officer or agent: Ram Iyer

Title: Senior Relationship Manager

Signature: 

Date: 12/16/15

Loan Amortization
City of Sherman
Rate.....1.8770%

Date	Payment	Interest	Principal	Balance
1/14/2016	\$0.00	\$0.00	\$0.00	\$807,000.00
4/15/2016	\$30,825.38	\$3,828.92	\$26,996.45	\$780,003.55
7/15/2016	\$30,825.38	\$3,660.17	\$27,165.21	\$752,838.34
10/15/2016	\$30,825.38	\$3,532.69	\$27,292.68	\$725,545.66
1/15/2017	\$30,825.38	\$3,404.62	\$27,420.75	\$698,124.91
4/15/2017	\$30,825.38	\$3,275.95	\$27,549.42	\$670,575.48
7/15/2017	\$30,825.38	\$3,146.68	\$27,678.70	\$642,896.78
10/15/2017	\$30,825.38	\$3,016.79	\$27,808.58	\$615,088.20
1/15/2018	\$30,825.38	\$2,886.30	\$27,939.07	\$587,149.12
4/15/2018	\$30,825.38	\$2,755.20	\$28,070.18	\$559,078.95
7/15/2018	\$30,825.38	\$2,623.48	\$28,201.90	\$530,877.05
10/15/2018	\$30,825.38	\$2,491.14	\$28,334.23	\$502,542.81
1/15/2019	\$30,825.38	\$2,358.18	\$28,467.19	\$474,075.62
4/15/2019	\$30,825.38	\$2,224.60	\$28,600.78	\$445,474.85
7/15/2019	\$30,825.38	\$2,090.39	\$28,734.98	\$416,739.86
10/15/2019	\$30,825.38	\$1,955.55	\$28,869.82	\$387,870.04
1/15/2020	\$30,825.38	\$1,820.08	\$29,005.30	\$358,864.74
4/15/2020	\$30,825.38	\$1,683.97	\$29,141.40	\$329,723.34
7/15/2020	\$30,825.38	\$1,547.23	\$29,278.15	\$300,445.19
10/15/2020	\$30,825.38	\$1,409.84	\$29,415.54	\$271,029.65
1/15/2021	\$30,825.38	\$1,271.81	\$29,553.57	\$241,476.08
4/15/2021	\$30,825.38	\$1,133.13	\$29,692.25	\$211,783.84
7/15/2021	\$30,825.38	\$993.80	\$29,831.58	\$181,952.26
10/15/2021	\$30,825.38	\$853.81	\$29,971.56	\$151,980.69
1/15/2022	\$30,825.38	\$713.17	\$30,112.21	\$121,868.49
4/15/2022	\$30,825.38	\$571.87	\$30,253.51	\$91,614.98
7/15/2022	\$30,825.38	\$429.90	\$30,395.47	\$61,219.51
10/15/2022	\$30,825.38	\$287.27	\$30,538.10	\$30,681.40
1/15/2023	\$30,825.38	\$143.97	\$30,681.40	\$0.00
total	\$863,110.51	\$56,110.51	\$807,000.00	

JPMorgan Chase Financial highlights:

Financial Highlights

As of or for the year ended December 31,

(In millions, except per share, ratio data and book value)

	2014	2013
Reported basis^(a)		
Total net revenue	\$ 94,205	\$ 96,606
Total noninterest expense	61,274	70,467
Pre-provision profit	32,931	26,139
Provision for credit losses	3,139	225
Net income	\$ 21,762	\$ 17,923
Per common share data		
Net income per share:		
Basic	\$ 5.34	\$ 4.39
Diluted	5.29	4.35
Cash dividends declared	1.58	1.44
Book value	57.07	53.25
Tangible book value ^(b)	44.69	40.91
Selected ratios		
Return on common equity	10%	9%
Return on tangible common equity ^(b)	13	11
Common equity Tier 1 ("CET1") capital ratio ^(c)	10.2	10.7
Tier 1 capital ratio ^(c)	11.6	11.9
Total capital ratio ^(c)	13.1	14.4
Selected balance sheet data (period-end)		
Loans	\$ 757,336	\$ 739,418
Total assets	2,573,126	2,415,699
Deposits	1,363,427	1,287,765
Total stockholders' equity	232,065	211,178
Headcount	241,359	251,196

(a) Results are presented in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except where otherwise noted.

(b) Non-GAAP financial measure. For further discussion, see "Explanation and Reconciliation of the Firm's Use of Non-GAAP Financial Measures" in this Annual Report.

(c) Basel III transitional rules become effective on January 1, 2014; prior period data is based on Basel I rules. As of December 31, 2014, the ratios presented are calculated under the Basel III Advanced Framework. Adjusted capital under Basel III is replaced. For 1 common capital under Basel I, prior to Basel III becoming effective, For 1 common capital under Basel I was a non-GAAP financial measure. For further discussion, see "Regulatory capital" in this Annual Report.

JPMorgan Chase & Co. (NYSE: JPM) is a leading global financial services firm with assets of \$2.6 trillion and operations worldwide. The firm is a leader in investment banking, financial services for consumers and small businesses, commercial banking, financial transaction processing and asset management. A component of the Dow Jones Industrial Average, JPMorgan Chase & Co. serves millions of consumers in the United States and many of the world's most prominent corporate, institutional and government clients under its J.P. Morgan and Chase brands.

Information about J.P. Morgan's capabilities can be found at jpmorgan.com and about Chase's capabilities at chase.com. Information about JPMorgan Chase & Co. is available at jpmorganchase.com.

Chase references:

City of Red Oak

City of Corsicana

City of Wichita Falls

CITY OF SHERMAN
 BID TABULATION
 CAPITAL EQUIPMENT LEASE FINANCING
 BID OPENING Wednesday, December 16, 2015; 2:00 PM

Vendor	PROPOSED APR (%)	Comments
JP Morgan Chase	1.877 % APR	Adjustment to Rate: The final Interest Rate and Payment will be subject to the Index Rate, and will be agreed to 3 days prior to closing (January 4, 2016). Prepayment Penalty: Right to Pre-pay, in whole, on any payment date AFTER 36 months. Proposal Expiration: January 4, 2016, unless Lessee acknowledges its acceptance by signing and returning a copy of this proposal to Lessor.
Landmark Bank	.05% below the lowest "qualifying" interest rate, equating to no lower than 2.79 % APR	Adjustment to Rate: In the event LMB is the only qualifying bidder, the rate shall be 2.95%. Prepayment Penalty: Prepayment shall be made in whole or in part at any time without penalty. Proposal Expiration: If funding does not occur by February 4, 2016
NBH Bank	2.59% APR	Adjustment to Rate: Subject to change prior to closing, calculated at 65% of the 4-yr LIBOR swap rate + 2.55%, currently at 2.59%.
US Bancorp Government Leasing & Finance	Opt A: 2.22% Opt B: 2.05%	Adjustment to Rate: Financing must be funded in full or in escrow by February 9, 2016 to lock in the proposed rates. Prepayment Penalty: Option A has no prepayment penalty. Option B has a prepayment penalty equal to 3% of the remaining principal balance at time of payoff. Proposal Expiration: February 9, 2016 (see Adjustment to Rate notation)
KS State Bank - Baystone Government Finance	3.00% APR	Adjustment to Rate: If funding occurs after January 16, 2016, lender reserves the right to determine a new rate factor or withdraw proposal. Prepayment Penalty: With 30 days written notice, purchase option price (states it is listed on Exhibit B, which is a sample of a Contract Payment Schedule, and states "assumes all contract payments due to date are paid". Proposal Expiration: January 16, 2016 (see Adjustment to Rate notation)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 8.

Meeting Date: 01/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6053**

Authorizing Execution of an Encroachment Easement to Westar Home Builders, LLC., for the Placement of a Retaining Wall within the 10' Utility Easement located on Lot 4, Block 2 of the Parkhaven Addition, Section 5 (Calgary Drive) in the City of Sherman

Issue:

To consider granting an encroachment easement into a 10' Utility Easement in Sherman, Texas

Background:

The owner of the property proposes to place a brick retaining wall two feet (2') high x eight inches (8") wide x 105.10 feet long inside a 10' Utility Easement on Lot 4, Block 2, Parkhaven Addition, Section 5 (Calgary Drive).

Origination:

Westar Home Builders, LLC., Owner

Financial Consideration:

None

Staff Recommendation:

City staff and the franchised utilities have no objections to the proposed encroachment and recommend approval.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6053

Encroachment

Westar Request Letter

Utility Letters

Location Map

RESOLUTION NO. 6053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO WESTAR HOME BUILDERS, LLC., FOR THE PLACEMENT OF A RETAINING WALL WITHIN THE 10' UTILITY EASEMENT LOCATED ON LOT 4, BLOCK 2 OF THE PARKHAVEN ADDITION, SECTION 5 (CALGARY DRIVE) IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Westar Home Builders LLC., in substantially the same form as presented at this meeting, for the placement of a brick retaining wall 2 feet tall x 8 inches wide x 105.10 feet long located on Calgary Drive being Lot 4, Block 2, Parkhaven Addition Section 5 as shown on the sketch marked Exhibit "A", 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 _____, 2016.

CITY OF SHERMAN, TEXAS

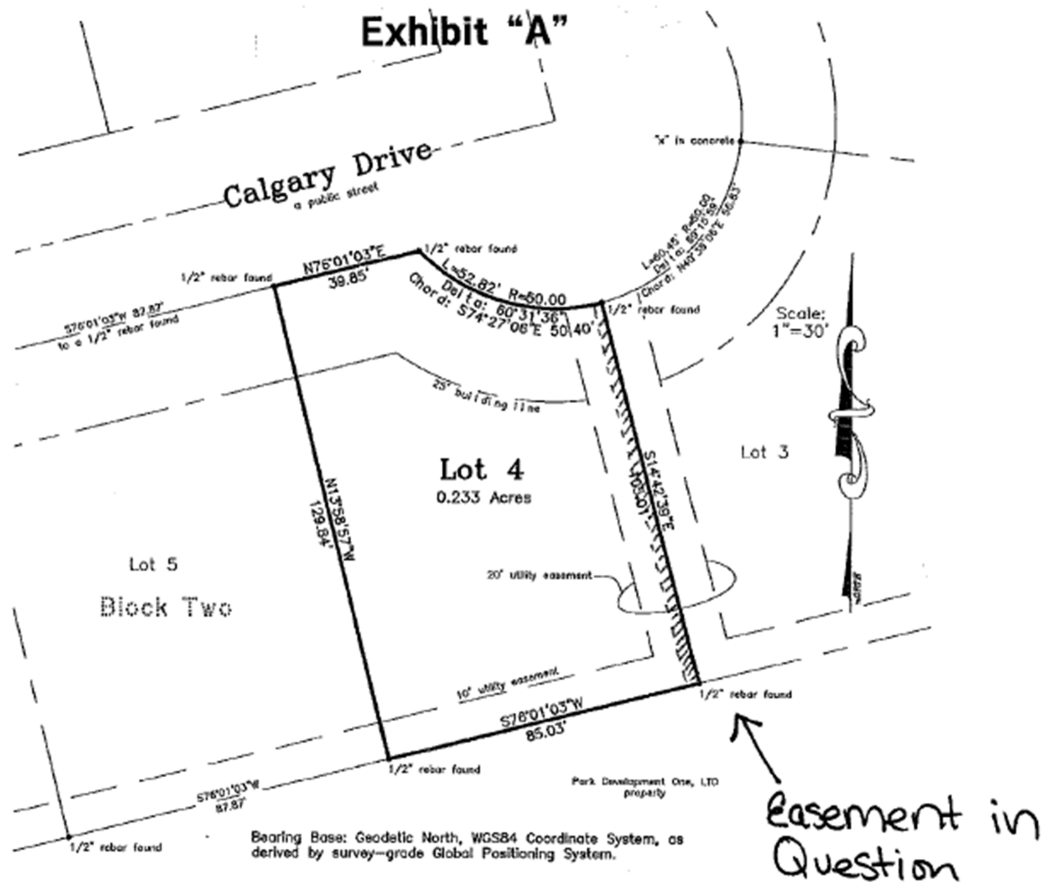
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY,
CITY ATTORNEY



Owner: Westar Investments, LLC

Address: _____ Calgary Drive
Sherman, Texas

This survey is for the sole benefit of the Owner stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lot 4, Block Two, Parkhaven Addition, Section Five, to the City of Sherman, Texas as per plat of record in Volume 10, Page 55, Plat Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map Nos. 48181C0270 F & 48181C0400 F, Revised Date: September 29, 2010.



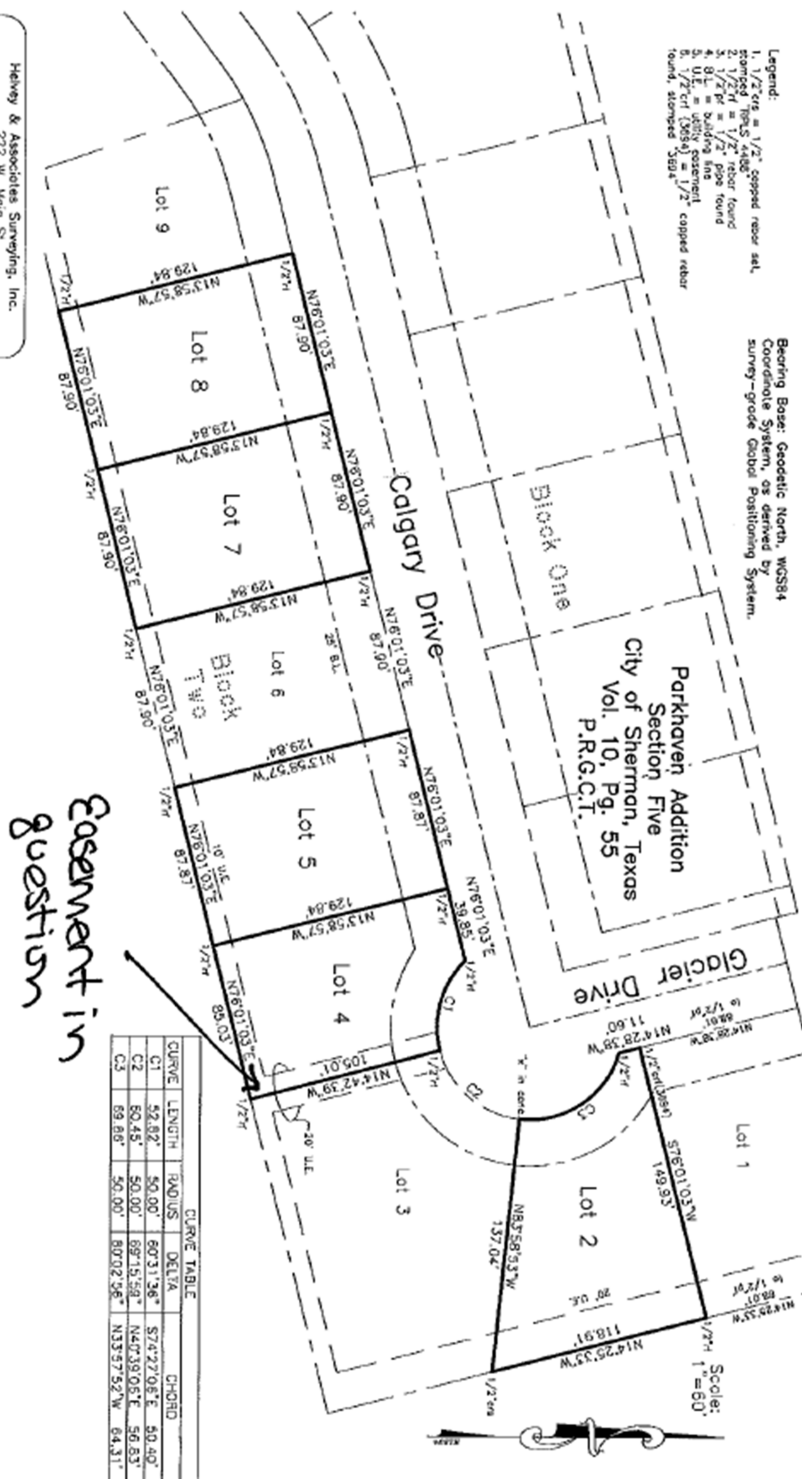
Billy F. Helvey, R. P. L. S. No. 4488
Copyright Date: August 31, 2015

Helvey & Associates Surveying, Inc.
222 W. Main St.
Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Firm Registration No. 10088100
Texas Board of Professional Land Surveying

C:\land Projects R2\Parkhaven-lots-Sherman\dwg\Lots 2-4-5-7-8.dwg 8/28/2015 11:33:40 AM COT

Legend:
 1. 1/2" = 1/2" capped rear set.
 2. 1/2" = 1/2" rear found
 3. 1/2" = 1/2" pipe found
 4. 1/2" = building line
 5. 1/2" = building line
 6. 1/2" = 1/2" capped rear
 found, stamped "384"

Bearing Base: Geodetic North, NGS84
 Coordinate System, as derived by
 survey-grade Global Positioning System.



CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	52.82'	50.00'	57°12'00"E	50.40'
C2	60.45'	50.00'	69°15'58"	50.63'
C3	69.65'	50.00'	80°02'56"	64.31'

Hevey & Associates Surveying, Inc.
 222 W. Main St.
 Denison, Texas 79020
 Ph (903) 483-6181 Fax (903) 483-4088
 Firm Registration No. 10088100
 Texas Board of Professional Land Surveying

Billy F. Hevey, R. P. L. S. No. 4485
 Copyright Date: August 31, 2015

ENCROACHMENT EASEMENT

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

§

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **WESTAR HOME BUILDERS LLC.**, hereinafter called "GRANTEE", an encroachment easement to place a brick retaining wall 2 feet tall x 8 inches wide x 105.10 feet long located on Calgary Drive being Lot 4, Block 2, Parkhaven Addition Section 5 within the 10' Utility Easement as shown on the sketch 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 successors and assigns, for the limited purpose of a brick retaining wall 2 feet tall x 8 inches wide x 105.10 feet long within the 10' Utility Easement within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the service line in the easement shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

The GRANTOR shall not be responsible for any damages to the brick retaining wall resulting from the failure of any utility located within the easement area.

The GRANTEE shall be responsible for all costs or expenses related to damages and repair of any utility located within the easement resulting from any type of failure of the brick retaining wall.

The GRANTEE shall be solely responsible for any and all maintenance activities required to keep the brick retaining wall in a sound and safe condition.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, 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 or right-of-way located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of the brick retaining wall and loss of use of such area.

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

EXECUTED this the _____ day of _____, A.D., 2015.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
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 **Robby Hefton**, 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., 2015.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

WESTAR HOME BUILDERS LLC.
Ron Westervelt

By: Ron Westervelt

MAILING ADDRESS: 1716 Davy Ln - Denison Tx 75020

PHONE #: 580-364-3014

ACKNOWLEDGEMENT

STATE OF TEXAS *

COUNTY OF Grayson *

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **Ron Westervelt**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28 day of

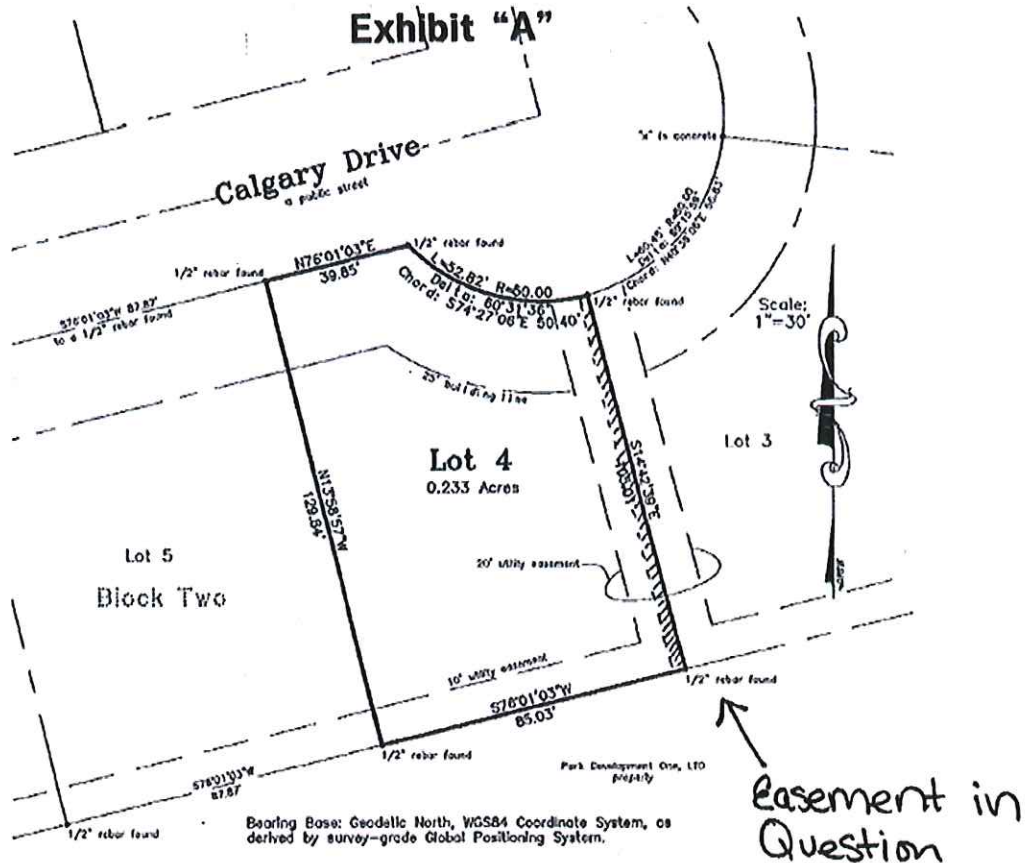
December, A.D., 2015.

NOTARY SIGNATURE: Mary Hamel

COMMISSION EXPIRES: 1-24-16



Exhibit "A"



Owner: Westar Investments, LLC

Address: _____ Calgary Drive
Sherman, Texas

This survey is for the sole benefit of the Owner stated hereon and is not valid for any other transactions. Any unauthorized use of this survey without the sole content of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lot 4, Block Two, Parkhaven Addition, Section Five, to the City of Sherman, Texas as per plat of record in Volume 10, Page 55, Plat Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map Nos. 48181C0270 F & 48181C0400 F, Revised Date: September 29, 2010.



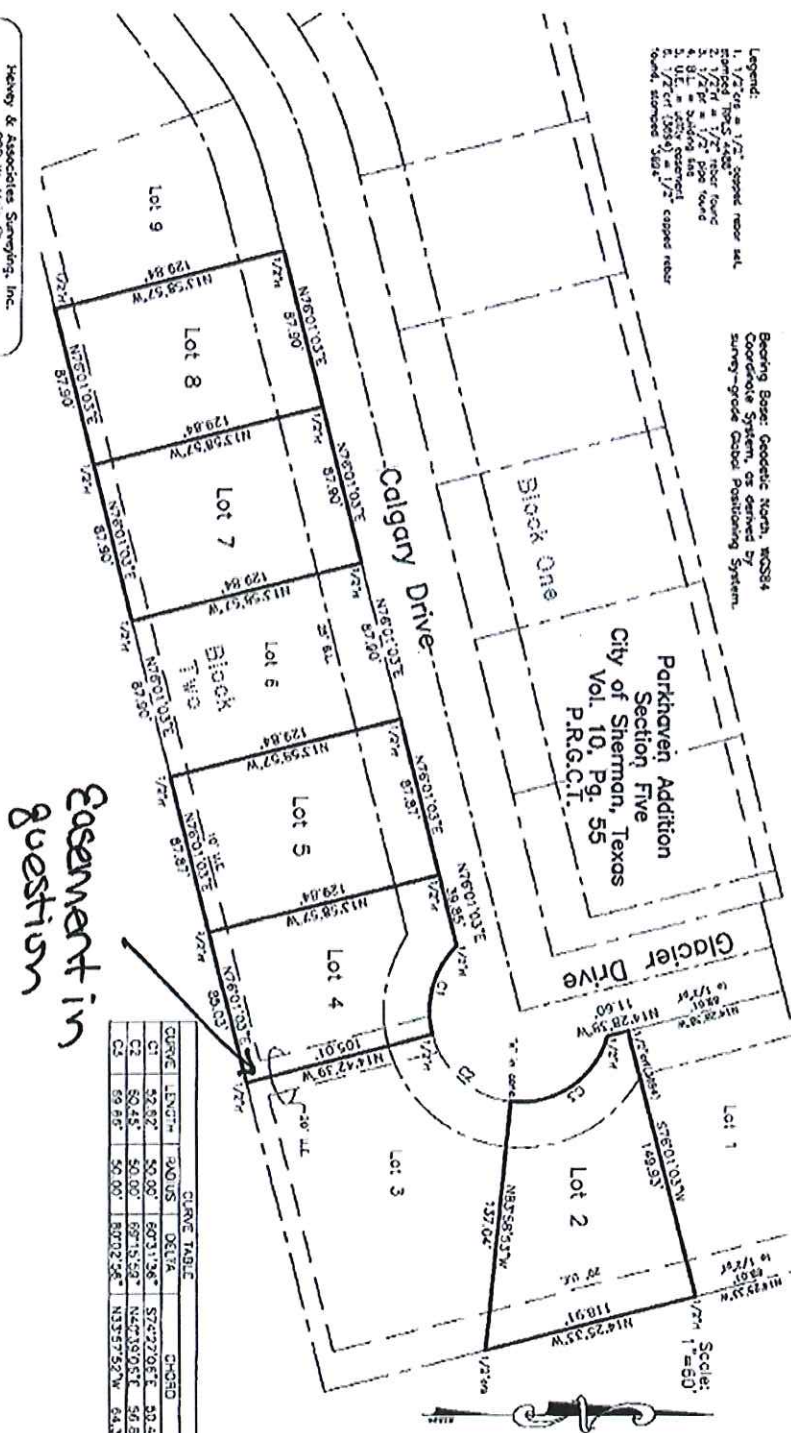
Billy F. Helvey, R. P. L. S. No. 4488
Copyright Date: August 31, 2015

Helvey & Associates Surveying, Inc.
222 W. Main St.
Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Firm Registration No. 10088100
Texas Board of Professional Land Surveying

C:\land Projects\R1\Parkhaven-101a-Sherman\day\Lot 2-4-5-7-8.dwg 8/28/2015 11:23:40 AM COT

- Legend:
- 1. 1/2" = 1/2" easement near all
 - 2. 1/2" = 1/2" easement near all
 - 3. 1/2" = 1/2" easement near all
 - 4. 1/2" = 1/2" easement near all
 - 5. 1/2" = 1/2" easement near all
 - 6. 1/2" = 1/2" easement near all
 - 7. 1/2" = 1/2" easement near all
 - 8. 1/2" = 1/2" easement near all
 - 9. 1/2" = 1/2" easement near all
 - 10. 1/2" = 1/2" easement near all

Being Bore: Geodetic North, NGS84
Coordinate System, as defined by
Survey-grade Global Positioning System.



Hevey & Associates Surveying, Inc.
222 W. Main St.
Cottonwood, Texas 75020
PH (903) 453-6131 Fax (903) 453-4082
Treas. Registration No. 100089100
Texas Board of Professional Land Surveyors

Billy F. Hevey, R. P. L. S. No. 4488
Copyright Date: August 31, 2015

CURVE LENGTH	VALUES	DELTA	CIRCLED
C1	52.82'	60.31°	50.42'
C2	50.45'	60.31°	50.42'
C3	50.45'	60.31°	50.42'

Attention Mark Gibson
City of Sherman
Engineering Department

I am requesting an encroachment into a utility easement located in Parkhaven Subdivision in the city of Sherman. The easement is 20' wide, and is located in the Parkhaven addition, Section 5, between lots 3 and 4. Lot 4 is owned by my company Westar Home Builders LLC. We are currently building a home on lot 4 and there is an existing home on lot 3. The terrain between these two lots is so steep that a retaining wall is necessary. We are requesting an encroachment into the easement for the retaining wall; that will be 8" (inches) wide and 105.1' (feet) long. The wall will be 2' (feet) tall and made of brick and will be within the side property easement. Thank you for considering this request!

Ron Westervelt
Westar Home Builders LLC
Managing Member

A handwritten signature in black ink, appearing to read 'Ron Westervelt', with a stylized flourish at the end.

Please contact me at Ameristate Bank with any questions:
2410 N Loy Lake Road
Sherman, Tx. 75090

903-813-4700 Office
580-364-3014 Cell

Whitfield, Lisa

From: Meek, Stephen <Stephen.Meek@oncor.com>
Sent: Thursday, December 17, 2015 2:16 PM
To: Whitfield, Lisa
Subject: RE: Message from "RNP002673A93066"

Good Afternoon,

ONCOR has no objections to this request.

We do not have any facilities on the east side of this property where the retaining wall is proposed as shown on your attachment. We do have power lines on the west side, south side and in front of this property.

Thanks

Thanks

Stephen Meek
Utility Designer Sr.
ONCOR ELECTRIC DELIVERY

2201 Woodlake Rd
Denison, Texas 75021
903-868-8287

No Injuries...No Accidents...NOT TODAY!!!

-----Original Message-----

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, November 20, 2015 9:17 AM
To: Clint Cook (clint.cook@cableone.biz); Cook, Clint; Meek, Stephen; Fairbrother, Kevin; Thomas, Jacky G; Smith, Chris W (CHRIS)
Subject: FW: Message from "RNP002673A93066"

We have a request for a 2' tall brick retaining wall in the utility easement. I have attached a blown up shot of the lot and also a copy of the plat. Please let me know if you will allow this encroachment and I will create the document.

Thank you so much.
Lisa

-----Original Message-----

From: engineering@ci.sherman.tx.us [mailto:engineering@ci.sherman.tx.us]
Sent: Thursday, November 19, 2015 4:51 PM
To: Whitfield, Lisa <lisaw@ci.sherman.tx.us>

Whitfield, Lisa

From: Smith, Chris W (CHRIS) <smith.chris@verizon.com>
Sent: Friday, November 20, 2015 9:48 AM
To: Whitfield, Lisa
Subject: RE: Message from "RNP002673A93066"

Verizon has no objections to this request.

Thanks,

Chris W. Smith
Supervisor-Network Engineering
Twin Cities & Eastern Districts
Ofc 972-578-3311
Fax 972-578-3396

-----Original Message-----

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, November 20, 2015 9:17 AM
To: Clint Cook (clint.cook@cableone.biz); Cook, Clint; Stephen.Meek@oncor.com;
Kevin.Fairbrother@oncor.com; Thomas, Jacky G; Smith, Chris W (CHRIS)
Subject: FW: Message from "RNP002673A93066"

We have a request for a 2' tall brick retaining wall in the utility easement. I have attached a blown up shot of the lot and also a copy of the plat. Please let me know if you will allow this encroachment and I will create the document.

Thank you so much.
Lisa

-----Original Message-----

From: engineering@ci.sherman.tx.us [mailto:engineering@ci.sherman.tx.us]
Sent: Thursday, November 19, 2015 4:51 PM
To: Whitfield, Lisa <lisaw@ci.sherman.tx.us>
Subject: Message from "RNP002673A93066"

This E-mail was sent from "RNP002673A93066" (MP C3003).

Scan Date: 11.19.2015 16:50:56 (-0600)
Queries to: engineering@ci.sherman.tx.us

Whitfield, Lisa

From: Cook, Clint <Clinton.Cook@cableone.biz>
Sent: Tuesday, December 15, 2015 3:01 PM
To: Whitfield, Lisa
Subject: FW: Encroachment Easement

Thanks

Clint Cook
CableOne - Sherman
Technical Operations Manager
3720 Texoma Parkway
Sherman, TX 75090

-----Original Message-----

From: Miller, Cecil
Sent: Monday, December 14, 2015 8:10 AM
To: Cook, Clint
Subject: RE: Encroachment Easement

CableOne has no cable the easement. A wall as described should be no problem if cable is needed in the future.

-----Original Message-----

From: Cook, Clint
Sent: Friday, December 11, 2015 3:45 PM
To: Miller, Cecil
Subject: FW: Encroachment Easement

Can you look into this.

Thanks

Clint Cook
CableOne - Sherman
Technical Operations Manager
3720 Texoma Parkway
Sherman, TX 75090

-----Original Message-----

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, December 11, 2015 3:33 PM

To: Cook, Clint; Stephen.Meek@oncor.com; Kevin.Fairbrother@oncor.com
Subject: Encroachment Easement

Have you had a chance to review this item?

-----Original Message-----

From: Whitfield, Lisa
Sent: Friday, November 20, 2015 9:17 AM
To: Clint Cook (clint.cook@cableone.biz) <clint.cook@cableone.biz>; 'Cook, Clint' <Clinton.Cook@cableone.biz>; Stephen.Meek@oncor.com; Kevin.Fairbrother@oncor.com; Thomas, Jacky G <Jacky.Thomas@atmosenergy.com>; Smith, Chris W (CHRIS) <smith.chris@verizon.com>
Subject: FW: Message from "RNP002673A93066"

We have a request for a 2' tall brick retaining wall in the utility easement. I have attached a blown up shot of the lot and also a copy of the plat. Please let me know if you will allow this encroachment and I will create the document.

Thank you so much.
Lisa

-----Original Message-----

From: engineering@ci.sherman.tx.us [mailto:engineering@ci.sherman.tx.us]
Sent: Thursday, November 19, 2015 4:51 PM
To: Whitfield, Lisa <lisaw@ci.sherman.tx.us>
Subject: Message from "RNP002673A93066"

This E-mail was sent from "RNP002673A93066" (MP C3003).

Scan Date: 11.19.2015 16:50:56 (-0600)
Queries to: engineering@ci.sherman.tx.us

Whitfield, Lisa

From: Thomas, Jacky G <Jacky.Thomas@atmosenergy.com>
Sent: Friday, November 20, 2015 9:49 AM
To: Whitfield, Lisa
Subject: RE: Message from "RNP002673A93066"

Lisa, Atmos Energy has no facilities in the 5' utility easement. We do have a 2" poly main in the 10' easement along the street ROW running east & west, if any conflict at this location would need to be reimbursed to Atmos by property owner or firm installing the wall.

-----Original Message-----

From: Whitfield, Lisa [mailto:lisaw@ci.sherman.tx.us]
Sent: Friday, November 20, 2015 9:17 AM
To: Clint Cook (clint.cook@cableone.biz); Cook, Clint; Stephen.Meek@oncor.com; Kevin.Fairbrother@oncor.com; Thomas, Jacky G; Smith, Chris W (CHRIS)
Subject: FW: Message from "RNP002673A93066"

CAUTION - THIS IS AN EXTERNAL EMAIL. Do not open attachments or click links from unknown sources or unexpected email.

We have a request for a 2' tall brick retaining wall in the utility easement. I have attached a blown up shot of the lot and also a copy of the plat. Please let me know if you will allow this encroachment and I will create the document.

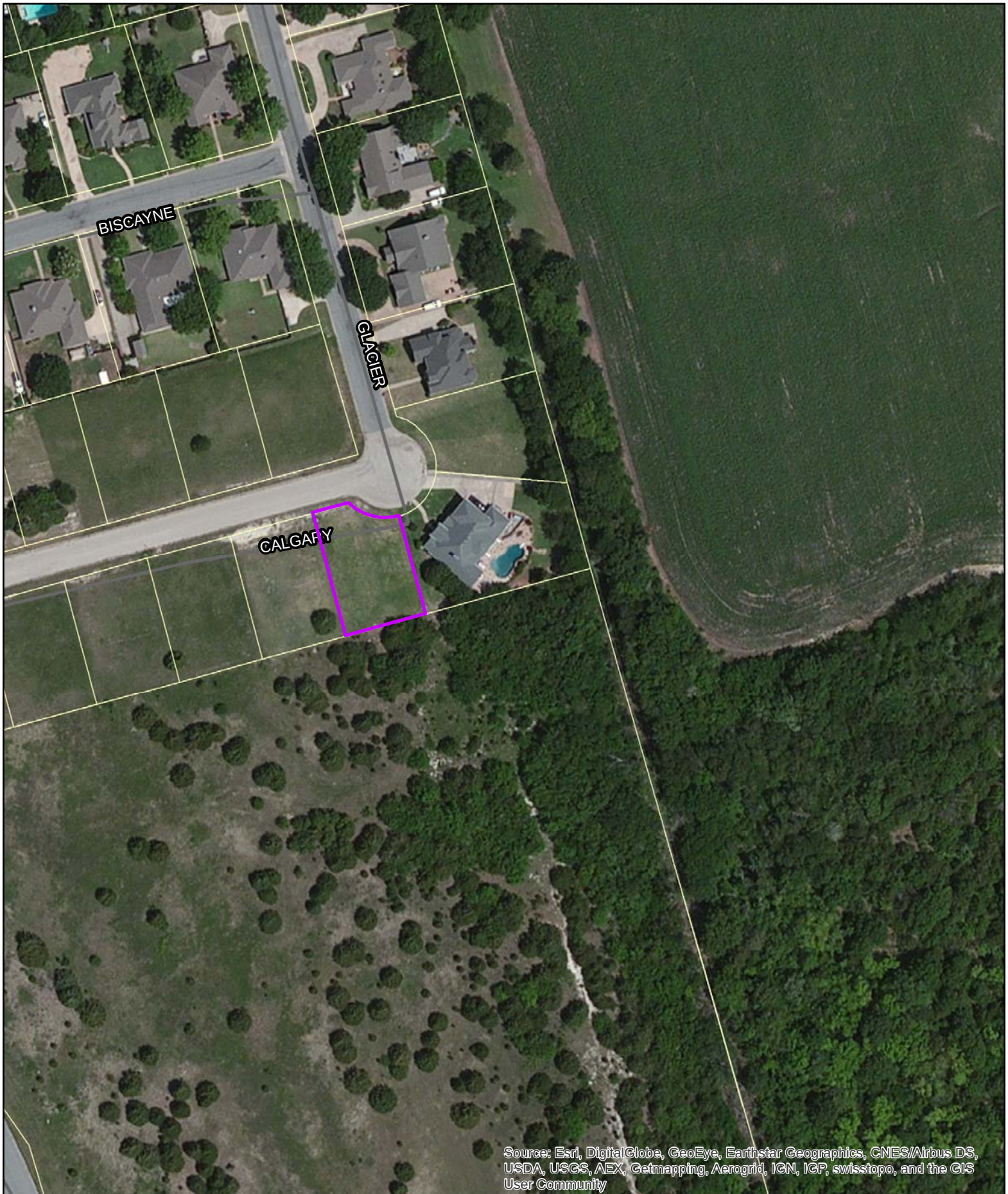
Thank you so much.
Lisa

-----Original Message-----

From: engineering@ci.sherman.tx.us [mailto:engineering@ci.sherman.tx.us]
Sent: Thursday, November 19, 2015 4:51 PM
To: Whitfield, Lisa <lisaw@ci.sherman.tx.us>
Subject: Message from "RNP002673A93066"

This E-mail was sent from "RNP002673A93066" (MP C3003).

Scan Date: 11.19.2015 16:50:56 (-0600)
Queries to: engineering@ci.sherman.tx.us





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 01/04/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Annual Water and Sewer Maintenance Supplies and Parts

Issue:

Approve advertising for bids that will provide the City with water and sewer supplies and parts for annual maintenance work

Background:

Annually, the City requests bids or renews the contract, if able, for our supply of water and sewer supplies and parts. The staff is requesting to advertise for a new annual supply contract. The water and sewer piping supplies and parts are used in the maintenance of the City's water system and sewer system.

Origination:

Utilities Administration

Financial Consideration:

Purchases are made with budgeted funds in the Water Utility Cost Centers and are included in the approved fiscal year 2015-2016 budget. Cost for advertising for this contract is expected to be less than \$200.00.

Staff Recommendation:

It is requested that the City Council authorize the staff to advertise the annual contract for bids.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 01/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Willie Steele and SEDCO President John J. Plotnik

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from Board Chairman Willie Steele and President John J. Plotnik

Background:

The brief presentation by the SEDCO Board Chairman and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three (3) months. SEDCO's last update was presented at the September 15, 2015 joint meeting of the City Council and the SEDCO Board.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Willie Steele

Name of Vice Chairman: Greg Kirkpatrick

Date of Report to City Council: January 4, 2016

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

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

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

- *SEDCO continued the Business Retention and Expansion (BRE) Program and increased our existing industry visits for a total of 22 in the Fourth Quarter 2014-15. This ongoing program will not only move toward increased relationships with our corporate citizens but is also a valuable resource for referrals within their respective industries.*
- *In partnership with The City of Sherman, The Chamber of Commerce and Austin College, SEDCO held its second annual, SEDCO SUMMIT. The "update and going forward" messages were presented by a number of city, state and federal leaders along with the keynote speaker, Dr. Ray Perryman.*
- *On September 30th, SEDCO made the second and final payment of \$230,000 on the Tyson Fresh Meats Performance Agreement. This closes out the \$11,000,000 equipment and employment expansion project that began in July 2013.*
- *On October 22nd, Texas Instruments was presented with their final incentive payment of \$218,500, which closes out the \$18,000,000 equipment expansion project that began in June 2013.*
- *SEDCO partnered with the Denison Development Alliance, Grayson College and Workforce Solutions Texoma in an effort to offer Career Pathways to area high school students to develop a talent pipeline of upper skilled workers for advanced manufacturing and healthcare occupations that fit the needs of regional companies. Recent activities toward this goal include: MFG Day, Texoma Middle-Skills Workgroup meetings, Healthcare Committee meeting, Manufacturing–Human Resource Focus Group, and Letter of Agreement – Business Education for Teachers.*

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

- *In the First Quarter 2015-16, our first direct marketing piece will begin. We will start by contacting key industries in Metal Fabrication Manufacturing, Machinery Manufacturing, Food Processing, and Electronics Manufacturing by mail with direct personal follow-ups to discuss opportunities within our community. In addition, a marketing plan will be completed for Progress Park and the 13.4 acres purchased on the southeast corner of HWY 75/FM 1417.*
- *Plans will be finalized for a visit to Governor Abbott's office to visit with his Office of Economic Development and Tourism regarding projects entering North Texas.*
- *SEDCO's President and Executive Vice President will attend the International Economic*

Development Council Leadership Summit and the Industrial Asset Management Council Professional Forum targeting industries, site selectors and consultants.

- *SEDCO will work to compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.*
- *SEDCO completed negotiations and entered into a contract with CBC Creative, a Sherman-based public relations firm. CBC will work closely with local, regional and national media regarding SEDCO's activities in economic development. In the past quarter, CBC created a new logo for SEDCO, and in the next quarter we will start updating the sedco.org website with the new branding as well as create a new, user-friendly "shermansites.com" website that will be managed in-house by the SEDCO team.*
- *SEDCO will work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements including Panda Sherman Power, Modular Power Solutions, Emerson-Fisher Controls, GlobiTech, 903 Brewers, Renew Blue Industries, Barrett Hospitality, Christmas Designers, Commissary Express, and Metallenium Iron Works.*

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

- *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. In the last quarter, the SEDCO Board held three regularly scheduled meetings (October 13th, November 10th, December 8th) and two special called meetings (October 30th, December 21st).*

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

- *100%*

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

- *No*

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

- *At present, SEDCO is working 18 active projects with an estimated \$370,000,000 in investments and 1,934 new jobs.*
- *SEDCO executed the second and final Small Business Grant Agreement with 903 Brewers of \$43,000 for their \$215,000 investment in a canning line and 30 barrel brew system.*
- *SEDCO will continue to work in partnership with Midway Industrial Park on the development of a 60,000 sq. ft. industrial building.*
- *The first Manufacturing Day was held on October 2nd. Eleven Sherman and Denison manufacturing companies hosted tours for over 400 Sherman and Denison High School students. Most of the tours included an overview of the company and their safety procedures, as well as a question/answer session during lunch. In 2016, we plan to invite all Grayson County schools and manufacturing companies to participate.*
- *SEDCO hosted the third Sherman Plant Managers Forum for 2015. SEDCO gave a brief update of projects and Mark Anderson, Plant Manager for Emerson Process Management – Fisher Controls/Chairman of the Texoma Middle Skills Workgroup spoke about the progress of the groups effort to offer Career Pathways to area high school students to develop a talent pipeline of upper skilled workers for advanced manufacturing and healthcare occupations that fit the needs of regional companies.*

- SEDCO hosted the second Safety Leaders Forum. Mark Mitchell, Health, Safety & Environmental Manager and Ryan Harkness, Safety Coordinator for Kaiser Aluminum were the speakers.
- Our newest SEDCO board members, Brad Douglass and Tom Shields, attended a SEDCO Board Member Orientation meeting.
- SEDCO joined the Denison Development Alliance and Grayson County on a joint presentation tour at the County's North Texas Regional Airport for potential future projects.
- SEDCO attended the following in the Fourth Quarter 2014-15:
 - o Texas Economic Development Council (TEDC) Fall Conference
 - o International Economic Development Council (IEDC) Annual Conference
 - o Texoma Workforce Development Board meeting
 - o Child and Family Guidance Board meetings
 - o Career Skills Pathways Planning meeting
 - o Texoma Middle-Skills Workgroup meetings
 - o Manufacturing Committee meeting
 - o Honorary Principal for Sherman High School
 - o North Texas Young Professionals Pillars Forum – Congressman John Ratcliffe



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 01/04/2016

Prepared By: Don Keene, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Assistant City Manager Don Keene's Presentation on Fire Inspection Program Funding

Issue:

Funding of the City's proposed Fire Inspection Program

Background:

At the October 5th meeting, the City Council received a presentation on proposed fire inspection fees from Assistant City Manager Don Keene and Fire Chief Danny Jones. Following the discussion, the staff was directed to bring back additional information and other funding options for the Council's consideration.

Origination:

City Manager's Office

Financial Consideration:

There is no cost associated with this presentation.

Staff Recommendation:

Staff seeks Council approval of the proposed Fire Inspection Program and direction on funding of the program.

Alternatives:

As directed by the Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 01/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for a Transportation Summit on Monday, January 11, 2016

Issue:

To call a special meeting of the City Council for 12:00 noon on Monday, January 11, 2016 to hold a Transportation Summit

Background:

There are several transportation-related issues to discuss with the Council in preparation for the upcoming fiscal year 2016-2017 budget development cycle. The staff needs to provide a financial update to the Council, to provide an operational overview as a refresher for new Council members, and to discuss a number of traffic-related issues, including:

- Consider adoption of the revised Transportation Plan;
- Supporting smart growth through transportation planning;
- Continuation of the extension of Taylor Street;
- Anticipated projects undertaken by the Sherman-Denison Metropolitan Planning Organization (SD-MPO);
- Anticipated projects undertaken by the Texas Department of Transportation (TxDOT); and
- Recent developments in transportation funding at the state and federal levels and how to leverage that revenue.
- Funding mechanisms for transportation projects

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to scheduling this meeting.

Staff Recommendation:

It is recommended that the City Council, by motion and order, call a special City Council meeting for 11:00 a.m. on Monday, January 11, 2016.

Alternatives:

In the alternative, the Council could choose to schedule this meeting for 11:00 a.m. on Wednesday, January 13th or another day of its choosing during the week of January 11th.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 1.

Meeting Date: 01/04/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (5)

Issue:

Terms for Jennifer Thompson, Angela Krieger, and Dusty Payne expired on January 1, 2016. All are eligible and do wish to be reappointed. There are also two vacancies on this Board. Kimberly Whaley and Jessica Peters have submitted applications for service on the Board. Ms. Whaley lives in Pottsboro and teaches for SISD.

Background:

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

Origination:

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

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider appointments for the Keep Sherman Beautiful Commission.

Alternatives:

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

Attachments

Roster

Fact Sheet

Applicant List

Jennifer Thompson Reappointment Letter

Angela Krieger Reappointment Letter

Dusty Payne Reappointment Letter

Kimberly Whaley Application

Jessica Peters Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

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

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jennifer Thompson Recording Secretary	4	11/4/2013	1/1/2016*	1	2 Year Term
Vacancy			1/1/2016*		2 Year Term
Vacancy			1/1/2016*		2 Year Term
Lauren Roth Chairperson	4	11/4/2013	1/1/2016*	1	2 Year Term
Angela Krieger	1	11/4/2013	1/1/2016*	1	2 Year Term
Dusty Payne	3	11/4/2013	1/1/2016*	1	2 Year Term
Joshua Shelton	1	6/16/2015	1/1/2017	1	2 Year Term
Zac Grantham	1	6/16/2015	1/1/2017	1	2 Year Term
Amanda Phillips	1	6/16/2015	1/1/2017	1	2 Year Term

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

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

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1

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

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

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

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jennifer Thompson Recording Secretary	4	11/4/2013	1/1/2016*	1	2 Year Term
Vacancy			1/1/2016*		2 Year Term
Vacancy			1/1/2016*		2 Year Term
Lauren Roth Chairperson	4	11/4/2013	1/1/2016*	1	2 Year Term
Angela Krieger	1	11/4/2013	1/1/2016*	1	2 Year Term
Dusty Payne	3	11/4/2013	1/1/2016*	1	2 Year Term
Joshua Shelton	1	6/16/2015	1/1/2017	1	2 Year Term
Zac Grantham	1	6/16/2015	1/1/2017	1	2 Year Term
Amanda Phillips	1	6/16/2015	1/1/2017	1	2 Year Term

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

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

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1

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

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 5

Applicant	Address	District	Qualifications
Jennifer Thompson	120 Laurel Creek Dr.	4	Current Members; Wishes to be Reappointed
Angela Krieger	1224 Western Hills	1	Current Members; Wishes to be Reappointed
Dusty Payne	1402 E. Houston	3	Current Members; Wishes to be Reappointed
Kimberly Whaley	193 Scenic Dr. Pottsboro	n/a	Sherman ISD
Jessica Peters	3301 N. FM 1417, Apt. 1825	1	Quick Sign Co.

COMMENTS:

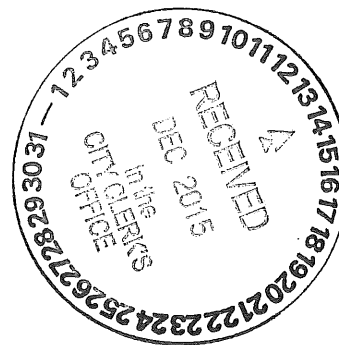


City Clerk's Office

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

November 9, 2015

Jennifer Thompson
120 Laurel Creek Dr.
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Ms. Thompson:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2016. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Don Keene, Assistant City Manager



I do wish to be considered for reappointment to this board



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

Signature

12/2/15
Date

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

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

November 9, 2015

Angela Krieger
1224 Western Hills
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Ms. Krieger:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2016. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Don Keene, Assistant City Manager

☒

I do wish to be considered for reappointment to this board

☐

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

Signature

11/14/15
Date

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

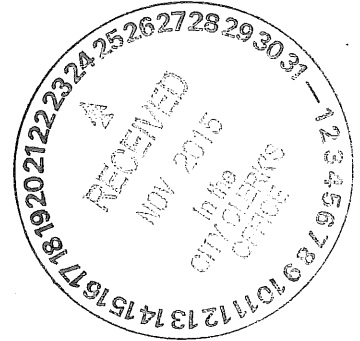
PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

November 9, 2015

Dusty Payne
P.O. Box 3468
Sherman, Texas 75091



RE: Keep Sherman Beautiful Commission

Dear Mr. Payne:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2016. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Don Keene, Assistant City Manager

☒

I do wish to be considered for reappointment to this board

☐

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

Signature

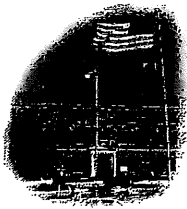
Dusty Payne

Date

11-18-15

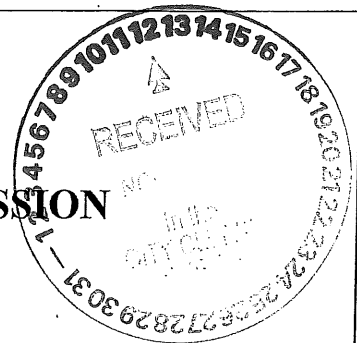
Please return to:

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



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

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

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

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

Name:

Kimberly Whaley

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

Name of Board
or Commission:

Keep Sherman Beautiful

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

Personal Information

Home Address: 193 Scenic Dr
Mailing Address: Pottsboro TX 75076
Telephone: 903 819 5745 Fax: _____
E-Mail: kwhaley@shermanisd.net
Sherman Resident for _____ years County: Grayson
Drivers License No.: 02440191
Voter Registration No.: Not Registered in Sherman

Occupational Information

Business Name: Sherman ISD
Occupation: teacher
Address: 402 West Pecan,
Telephone: 903 891 6470 Fax: _____
E-Mail: kwhaley@shermanisd.net

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

Prior work experience: (please include dates)

Piner Middle School / SISD
Bells ISD

2010 - current
2000 - 2010

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 1993

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

Name of College/University: Texas State

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one? _____

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

I am currently student council sponsor at Pine Middle School. I would like to see our students more involved in the community and I believe student council could be a gateway.

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

- 1) The community needs to be more invested in keep Sherman beautiful. The board is reaching out to the youth through schools and churches, which should increase participation.
- 2) Recycling: Though residents and businesses have the means to recycle, there should be more opportunities to do so in public places. Recycling receptacles could be placed in heavy traffic areas.
- 3) Sherman does not have many "green-minded" businesses. Education and partnerships should be created to increase overall environmentally friendly businesses. This would in turn increase the awareness of the importance to citizens.

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

Student Council sponsor

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

My husband works in water production.

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

Comments: I have attended the September & October meetings

Statement of Intent

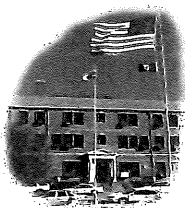
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend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

Signature: _____

Date: _____

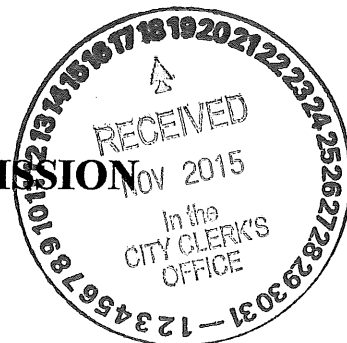
In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

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

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

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

Name: Jessica Sue Peters - Jess Peters

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

Name of Board or Commission: Keep Sherman Beautiful Commission

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

Personal Information	Occupational Information
Home Address: <u>3301 N. FM 1417 Apt. 1825</u>	Business Name: <u>Quick Sign Co.</u>
Mailing Address: <u>" Sherman, TX 75092</u>	Occupation: <u>Designer</u>
Telephone: <u>903.481.9505</u> Fax: <u>—</u>	Address: <u>1410 W. Houston</u>
E-Mail: <u>jess@quicksignco.com</u>	Telephone: <u>903.870.0200</u> Fax: <u>—</u>
Sherman Resident for <u>28</u> years County: <u>Grayson</u>	E-Mail: <u>jess@quicksignco.com</u>
Drivers License No.: <u>21926593</u>	
Voter Registration No.: <u>1026690353</u> ☒	

Which Council District do you live in? (see attached map) Dist. 1 ☒

Prior work experience: (please include dates)

- Dignity Media - Traffic Mnggr - April '08 - Dec '14 (97.5 KLAK)
 - Excel Dental - Billing Dept - Aug '09 - Dec '14 (102.5 KMAI)
 - St. Luke's School - 3rd/4th Teacher - Aug 05 - Aug 07 (93.1 KMK)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 2005

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Grayson/Collin

☐ Bachelor's ☐ Master's ☐ PhD

College

Volunteer Work: (please include dates)

- I volunteer at my church with our youth and band (now)
 - I volunteered w/ Radio events (April 08 - Dec 14)
 - I have volunteered at Grand Central Station - on Saturdays
 - I have volunteered with several homeless events in Dallas

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one? _____

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

I think I could help share with Sherman the importance of keeping their city beautiful and clean. I think with as many people as I know and come in contact with it would help.

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

1) Youth not taking care of city facilities. If we can get young adults to care more, treat this city as "theirs" then we'll have older people.

2) Kids in schools - I know this is something that is being worked on and if we can teachers be better then students and parents alike could benefit and in turn, the city.

3) East Side of Town - I believe the east side of town needs help. I know that it is growing, but maybe have more events around the area of high school, or the forestry areas of Sherman. - Get them to care.

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

Graphics Designer, organized, in charge of events at church, Mac & windows iterate, photographer

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

I don't have any conflicts - other than applying for Parks & Rec Board.

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

Comments: Thought it was a group passionate about their subject

Statement of Intent

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

Signature: _____

Date: 11.17.15

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

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 01/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

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

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

MARCH						
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20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

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

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

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

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

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

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

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

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

7/4/2016	Independence Day/Called Council Meeting on 7/5/2016
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
