CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 1, 2014
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER LAWRENCE DAVIS

A. 3. INVOCATION BY COUNCIL MEMBER LAWRENCE DAVIS

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 2014

<u>Public Hearing</u>

B. 1. <u>INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5863</u>
Providing for Permanent "Stop" Signs on Calais Drive at Gallagher Drive within the City Limits of the City of Sherman

<u>Close Public Hearing and Consider Adoption of Ordinances</u>

B. 2. <u>ADOPTION OF ORDINANCES</u>
Consider Adoption of Ordinance Number: 5863

B. 3. <u>CONSENT AGENDA</u>
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

<u>Resolutions</u>

C. 1. <u>RESOLUTION NO. 5920</u>
Authorizing Execution of an Agreement with Grayson Capital, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 101 North Travis Street

C. 2. **** RESOLUTION NO. 5921***
Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Project Sears Lift Station Relief Sewer; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

C. 3. **** RESOLUTION NO. 5922***
Authorizing Execution of an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks Lift Station and Electrical Upgrade Improvements

C. 4. **** RESOLUTION NO. 5923***
Authorizing the Purchase of Four Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

C. 5. **** RESOLUTION NO. 5924***
Authorizing the Purchase of a Flat Bed Dump Truck for the Utility Maintenance Department from Southwest International Trucks, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

C. 6. **** RESOLUTION NO. 5925***
Authorizing the Purchase of an Excavator for the Utility Maintenance Department from Associated Supply Company through the Houston-Galveston Area Council of Governments (H-GAC)

Change Orders

D. 1. **** CHANGE ORDER NO. 1***
Old Settlers Trinity #1 Well Repair; Weisinger Incorporated; $56,932.84 Increase

D. 2. **** CHANGE ORDER NO. 1***
Stephens Trinity #1 Well Repair; Weisinger Incorporated; $50,136.60 Increase

D. 3. **** CHANGE ORDER NO. 1***
Stephens Woodbine #2 Well Repair; Weisinger Incorporated; $36,318.40 Increase

Other Business

E. 1. **OTHER BUSINESS**
Continue the Repair and Reworking of the Dorchester 10 Trinity Well Under an Emergency Designation

E. 2. **OTHER BUSINESS**
Receive the Sherman Chamber of Commerce's Presentation on the Sherman Christmas Parade and Snowflake Festival on December 5, 2014

E. 3. **** OTHER BUSINESS***

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2015 Martin Luther King, Jr. Day Parade on Saturday, January 17, 2015

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

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

Section 551.074 — Personnel Matters:

(a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

Section 551.074 — Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions

(a) Sherman Higher Education Finance Corporation Board of Directors (1)

(b) Greater Texoma Utility Authority Board of Directors (1)

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

K. 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 November 26, 2014 at 11:00 a.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 26th day of November, 2014
City of Sherman, Texas

____

City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
Carolyn S. Wacker	David Plyler	Ryan Johnson, Council-At-Large, PL #1	Terrence R. Steele, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Tom Watt, Council – District #3
		Lawrence Davis, Council – District #1	David Plyler, Council – District #4

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **A. 4.**

Meeting Date: 12/01/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 2014

Attachments

November 17, 2014

STATE OF TEXAS §

November 17, 2014

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 November 17, 2014.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR ROBERT SOFTLY.
COUNCIL MEMBERS DAVIS, JOHNSON, PLYLER, SOFEY.

MEMBERS ABSENT: COUNCIL MEMBER WATT.

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular City Council Meeting of November 3, 2014. Deputy Mayor Softly moved to approve the Minutes as presented; Second by Council Member Sofey. All present voted AYE.
MOTION CARRIED.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

RECOGNITION OF OUTGOING COUNCIL MEMBERS
Mayor Wacker presented Deputy Mayor Robert Softly with a plaque, thanking him for his service on the City Council.

Deputy Mayor Softly thanked the Mayor and City Council for the plaque, saying he appreciated the opportunity to serve. He introduced his wife Josephine and his daughter Natalie, who were in the audience.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION
Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Council Member, District 2	**Terrence Steele**
Council Member, District 4	**David Plyler**

A Certificate of Election was presented to each of the newly sworn-in Council Members. The new members were seated at the Council table.

NEW COUNCIL SEATED
MEMBERS PRESENT: Mayor Cary Wacker.
Council Members Davis, Johnson, Plyler, Sofey, Steele.

MEMBERS ABSENT: Council Member Watt.

COUNCIL ELECTION OF DEPUTY MAYOR

DEPUTY MAYOR ELECTION

Mayor Wacker asked for nominations for the Office of the Deputy Mayor. Traditionally the Council Member with the most seniority serves as Deputy Mayor.

ACTION TAKEN.

Motion by Council Member Johnson to nominate Council Member David Plyler to serve as Deputy Mayor, for a term from November 17, 2014 to November 3, 2015. Second by Council Member Sofey.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

PROCLAMATION

RECOGNIZING CINDY CARR AS "9-1-1 SUPERVISOR OF THE YEAR"

"9-1-1 SUPERVISOR OF THE YEAR"

Mayor Wacker presented a proclamation recognizing Cindy Carr as "9-1-1 Supervisor of the Year." Ms. Carr served as the Communications Supervisor at the Police Department and recently passed away. Her sister, Cathy Waldrip, accepted the proclamation in her honor.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5861 SUP FOR FEED STORE (1916 GALLAGHER DR)

Mayor Wacker introduced Ordinance 5861 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 FEED STORE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1916 GALLAGHER DRIVE, BEING ALL OF BLOCK 18 AND A PART OF BLOCK 17 OF THE REPLAT OF LOTS 20-27, BLOCK 11 AND ALL OF BLOCKS 12, 13, 14, 15 AND 16, TOWN NORTH ADDITION (PEANUT PROCESSORS OF SHERMAN, INC., OWNER; KEVIN L. FINNERTY, PROSPECTIVE BUYER; AND HELVEY & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5861.

ORD 5862 SUP FOR PATIO HOMES (802 N. THROCKMORTON)

Mayor Wacker introduced Ordinance 5862 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 PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT IN THE 600 BLOCK OF EAST CARTER STREET, ALSO KNOWN AS 802 NORTH THROCKMORTON STREET, BEING LOTS 1-4, BLOCK 4, W.P. CARTER'S ADDITION, CONTAINING 0.3215 ACRES IN THE J.B.

McANAIR SURVEY, ABSTRACT NO. 763 (LAZY L ENTERPRISES, OWNERS; AND HELVEY AND ASSOCIATES, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5862.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

ORD 5861
SUP FOR FEED STORE
(1916 GALLAGHER DR)

Ordinance 5861
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 FEED STORE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1916 GALLAGHER DRIVE, BEING ALL OF BLOCK 18 AND A PART OF BLOCK 17 OF THE REPLAT OF LOTS 20-27, BLOCK 11 AND ALL OF BLOCKS 12, 13, 14, 15 AND 16, TOWN NORTH ADDITION (PEANUT PROCESSORS OF SHERMAN, INC., OWNER; KEVIN L. FINNERTY, PROSPECTIVE BUYER; AND HELVEY & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

ACTION TAKEN.

Motion by Council Member Sofey to approve Ordinance No. 5861, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Sofey, Steele.
VOTING NAY: None.
ABSTAIN: Plyler.
MOTION CARRIED.

ORD 5862
SUP FOR PATIO HOMES
(802 N. THROCKMORTON)

Ordinance 5862
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 PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT IN THE 600 BLOCK OF EAST CARTER STREET, ALSO KNOWN AS 802 NORTH THROCKMORTON STREET, BEING LOTS 1-4, BLOCK 4, W.P. CARTER'S ADDITION, CONTAINING 0.3215 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (LAZY L ENTERPRISES, OWNERS; AND HELVEY AND ASSOCIATES, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

ACTION TAKEN.
Motion by Council Member Johnson to approve Ordinance No. 5862, as presented. Second by Deputy Mayor Plyler.
VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA
The Council reviewed the Consent Agenda. Deputy Mayor Plyler moved to approve the Consent Agenda, as presented. Second by Council Member Johnson. All present voted AYE.

RESOLUTIONS

RES 5918 PURCHASE OF SOLID WASTE VEHICLE

RESOLUTION NO. 5918 – AUTHORIZING THE PURCHASE OF A 2015 INTERNATIONAL 7400 REAR LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM SOUTHWEST INTERNATIONAL TRUCKS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 INTERNATIONAL 7400 REAR LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM SOUTHWEST INTERNATIONAL TRUCKS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5919 PURCHASE OF SOLID WASTE VEHICLE

RESOLUTION NO. 5919 – AUTHORIZING THE PURCHASE OF A HEIL REAR LOAD BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A HEIL REAR LOAD BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

REQ TO ADVERTISE ANNUAL SUPPLY OF CHEMICALS

REQUEST TO ADVERTISE
ANNUAL SUPPLY OF CHEMICALS
The City Council approved the request to advertise for the annual supply of chemicals for the 2015 calendar year. These chemicals are primarily for use at the Water Treatment Plant and the Wastewater Treatment Plant.
CONSENT AGENDA.

OTHER BUSINESS

APPROVE REPLAT AUSTIN PARK ADDITION, PHASE II (802 N.

REPLAT APPROVAL OF AUSTIN PARK ADDITION, PHASE II, BEING A REPLAT OF LOTS 1-4, BLOCK 4, W.P. CARTER ADDITION, BEING LOTS 1-4, BLOCK 4, W.P. CARTER'S ADDITION, CONTAINING 0.3215 ACRES IN THE J.B.

McANAIR SURVEY, ABSTRACT NO. 763; LAZY L ENTERPRISES, OWNER; AND HELVEY AND ASSOCIATES, SURVEYORS (600 BLOCK OF EAST CARTER STREET ALSO KNOWN AS 802 NORTH THROCKMORTON STREET)

THROCKMORTON)

Mayor Wacker explained that the approval of this Replat was not on the Consent Agenda because it was tied to Ordinance No. 5862.

ACTION TAKEN.

Motion by Council Member Sofey to approve the Replat of Austin Park Addition, Phase II, being a Replat of Lots 1-4, Block 4, W.P. Carter Addition, as presented. Second by Council Member Steele.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

FINAL PLAT APPROVAL OF WEST CANYON CREEK ESTATES, SECTION 3, BEING 2.342 ACRES IN THE JAMES H. VADEN SURVEY, ABSTRACT NO. 1288; WESTFIELD ESTATES, A LIMITED PARTNERSHIP, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS (2700 BLOCK OF SHADY OAKS LANE)

APPROVE FINAL PLAT WEST CANYON CREEK ESTATES (2700 BLOCK OF SHADY OAKS LANE)

The City Council approved the Final Plat of the West Canyon Creek Estates, Section 3, located in the 2700 Block of Shady Oaks Lane. The owners would like to plat the 2.342 acres into six lots for residential development.

The property was formerly the County Farm, which was annexed into the City in 2003. West Canyon Creek Estates, Section 1 (consisting of five lots) and Section 2 (consisting of eight lots) were filed May 16, 2014.

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

REPLAT APPROVAL OF C&M ADDITION, A REPLAT OF PART OF LOT 5, BLOCK 1, MIDWAY INDUSTRIAL PARK, BEING 2.0 ACRES IN THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085 AND PART OF LOT 5, BLOCK 1, MIDWAY INDUSTRIAL PARK; C&M VILLAREAL FLP, OWNER; AND SARTIN AND ASSOCIATES, SURVEYORS (2931 FALLON DRIVE)

APPROVE REPLAT C&M ADDITION (2931 FALLON DR)

The City Council approved the Replat of C&M Addition, A Replat of part of Lot 5, Block 1, Midway Industrial Park, located at 2931 Fallon Drive. The owners would like to plat the 2.0 acres into two lots for development.

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

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
COUNCIL AUDIT COMMITTEE (3)
INVESTMENT COMMITTEE (2)
TAX REINVESTMENT COMMITTEE (2)
TAX INCREMENT FINANCING BOARD #1 (3)
TAX INCREMENT FINANCING BOARD #2 (3)
TAX INCREMENT FINANCING BOARD #3 (3)

APPOINTMENT TO VARIOUS COUNCIL BOARDS

Mayor Wacker read a list of proposed appointments to the various boards and commissions.

ACTION TAKEN.

> **Motion by Deputy Mayor Plyler to appoint David Plyler, Ryan Johnson, and Lawrence Davis to the Council Audit Committee; Jason Sofey and Tom Watt to the Investment Committee; Ryan Johnson and Terrence Steele to the Tax Reinvestment Committee; and Cary Wacker, David Plyler, and Lawrence Davis to the Tax Increment Financing Boards #1, #2 and #3; for terms from November 18, 2014 to November 2015. Second by Council Member Steele.**

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

COUNCIL COMMENTS
HAPPY THANKSGIVING

HAPPY THANKSGIVING

Council Member Davis wished everyone a safe and happy Thanksgiving.

THANKS FOR SERVICE

THANKS FOR SERVICE

Council Member Johnson thanked Deputy Mayor Softly for his service on the City Council, adding that it had been a pleasure to work with him. He wished him and his family the best of luck in the future.

He also welcomed Council Member Steele to the City Council, saying he looked forward to working with him in the future.

RECENT WATER BOIL ORDER

RECENT WATER BOIL ORDER

Council Member Johnson thanked the City staff for their hard work during the "boil order" that was recently issued. He thanked Mark Gibson, Director of Utilities, and his staff that worked tirelessly during the recent water main break.

HAPPY THANKSGIVING

HAPPY THANKSGIVING

Council Member Johnson wished everyone a happy Thanksgiving.

THANKS FOR SERVICE

Deputy Mayor Plyler also thanked Deputy Mayor Softly for his service, saying it had been a pleasure working with him. He thanked him for his leadership.

He also welcomed Council Member Steele to the City Council and said he looked forward to working with him, with his experience of having served on the Council before.

THANKS FOR SERVICE

THANKS FOR SERVICE

Council Member Sofey thanked Deputy Mayor Softly for his service and welcomed Council Member Steele to the Council.

THANKS FOR SERVICE

LOOK FORWARD TO SERVING

Council Member Steele said he looked forward to serving as a member of the City Council and to hearing what the citizens have to say.

LOOK FORWARD TO SERVING

ANNOUNCEMENTS

Mayor Wacker announced the following:

- **The Parks and Recreation Department will hold their Annual Holiday Bazaar in the Municipal Ballroom on Saturday, November 22, 2014, from 9:00 a.m. until 3:00 p.m. Vendors will offer handcrafted gifts, jewelry, woodworks, and much more.**
- **For citizens that have Thursday trash collection, there will be no commercial or residential solid waste, or recycling service on Thanksgiving, Thursday, November 22, 2014. The regular Thursday collection will move to Wednesday. There will be no change for the Friday collection.**

ANNOUNCEMENTS

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 551.074	**CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: PLANNING AND ZONING COMMISSION (2)**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:19 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:45 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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
PLANNING AND ZONING COMMISSION (2)
ACTION TAKEN.

> **Motion by Council Member Sofey to reappoint Sean Vanderveer to the Planning and Zoning Commission for a term from November 8, 2014 to November 8, 2017 and to appoint Shawn Davis for a term from November 18, 2014 to November 18, 2017. Second by Deputy Mayor Plyler.**

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele.
VOTING NAY: None.
MOTION CARRIED.

PLANNING & ZONING COMMISSION

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:46 p.m.

ADJOURNMENT

____
MAYOR

____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 1.**

Meeting Date: 12/01/2014

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

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5863
Providing for Permanent "Stop" Signs on Calais Drive at Gallagher Drive within the City Limits of the City of Sherman

Issue:

To consider introducing, seeking public input on, and adopting an ordinance providing for permanent "Stop" signs on Calais Drive at Gallagher Drive, stopping northbound and southbound traffic on Calais Drive

Background:

The Engineering Department reviewed the area and, based on the criteria set forth by the Texas Manual on Uniform Traffic Control Devices, the signs have been in place for a 90-day trial period with no complaints or issues noted.

Origination:

Citizen of Sherman, Texas
Director of Public Works and Engineering

Financial Consideration:

The City's cost for installing the signs, totaling approximately $320.00 (time and materials).

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Ordinance No. 5863

Location Map

ORDINANCE NO. 5863

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

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

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

> At the intersection of Calais Drive and Gallagher Drive, stopping northbound and southbound traffic on Calais Drive, as shown by the exhibit attached hereto and incorporated herein for all purposes.

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

SECTION 3. That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Chapter 1, Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____________ day of _________________, 2014.

ADOPTED on this the ________________ day of _________________, 2014.

EFFECTIVE DATE on this the _________ day of _________________, 2014.

CITY OF SHERMAN, TEXAS

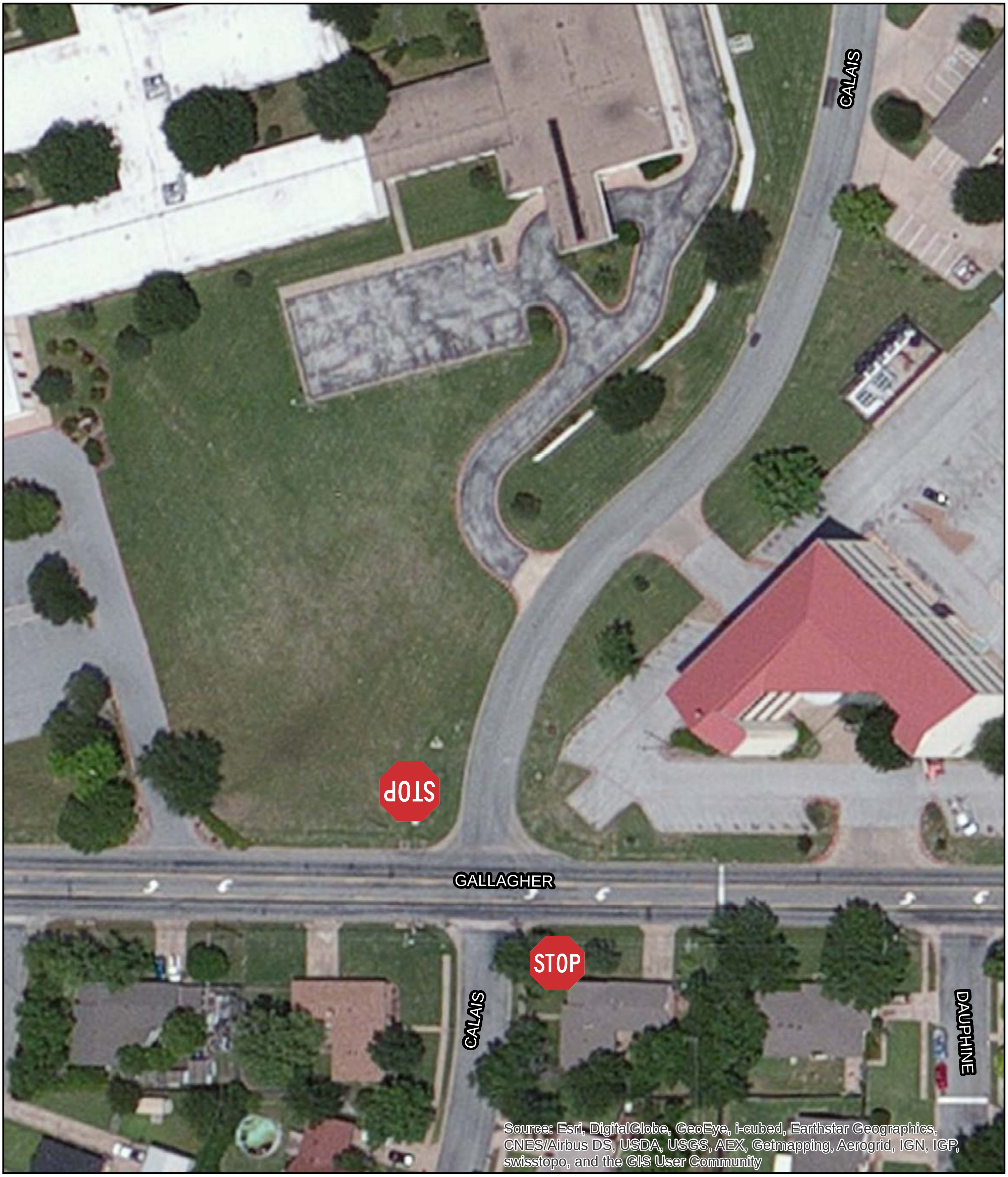
BY: ____________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY



Sherman
CLASSIC TOWN. BROAD HORIZON.
Engineering Department

Stop Sign

N

1 inch = 75 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 2.**

Meeting Date: 12/01/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5863

List of Agenda Items:

B.1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5863**
Providing for Permanent "Stop" Signs on Calais Drive at Gallagher Drive within the City Limits of the City of Sherman

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 3.**

Meeting Date: 12/01/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, 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

List of Agenda Items:

C.2. **** RESOLUTION NO. 5921***
Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Project Sears Lift Station Relief Sewer; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

C.3. **** RESOLUTION NO. 5922***
Authorizing Execution of an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks Lift Station and Electrical Upgrade Improvements

C.4. **** RESOLUTION NO. 5923***
Authorizing the Purchase of Four Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.5. **** RESOLUTION NO. 5924***
Authorizing the Purchase of a Flat Bed Dump Truck for the Utility Maintenance Department from Southwest International Trucks, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.6. **** RESOLUTION NO. 5925***
Authorizing the Purchase of an Excavator for the Utility Maintenance Department from Associated Supply Company through the Houston-Galveston Area Council of Governments (H-GAC)

D.1. **** CHANGE ORDER NO. 1***
Old Settlers Trinity #1 Well Repair; Weisinger Incorporated; $56,932.84 Increase

D.2. **** CHANGE ORDER NO. 1***
Stephens Trinity #1 Well Repair; Weisinger Incorporated; $50,136.60 Increase

D.3. **** CHANGE ORDER NO. 1***

Stephens Woodbine #2 Well Repair; Weisinger Incorporated; $36,318.40 Increase

E.3. **** OTHER BUSINESS***

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2015 Martin Luther King, Jr. Day Parade on Saturday, January 17, 2015

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 1.**

Meeting Date: 12/01/2014

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5920

Authorizing Execution of an Agreement with Grayson Capital, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 101 North Travis Street

Issue:

Agreement with Grayson Capital, LLC, a Texas Limited Liability Company, for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 101 North Travis Street

Background:

The City Council has allocated $40,000.00 of the Hotel-Motel Occupancy Tax revenues for the 2014-2015 fiscal year for a Building Restoration and Improvement Grant Program, designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value, in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $25,000.00 per project. In all cases, applicants are required to provide matching funds at a ratio of four to 1 (4:1). Each grant is packaged as a forgivable loan with a lien placed on the property. The lien is released at the end of five years provided that, for the duration, the business remains open, operative, and free of graffiti and blight; taxes are kept current, and the property remains in compliance with all Development Services Department and Fire Department work orders. Projects must begin within 90 days of permit approval and be completed within twelve months.

This application from Grayson Capital, LLC is the sixth received under the program. The project is to restore the historic structure established prior to 1876 and located at the intersection of North Travis Street and Houston Street and the northeast corner of the square in Downtown Sherman. The project will make renovations to establish a restaurant and bar at this location; the project includes improvements to a parking lot located at the corner of Houston and Walnut streets. The expected costs for the proposed renovation work are over $800,000.00; thus, at 25% reimbursement, the grant qualifies for the maximum allowable amount of $25,000.00. The applicants have provided proof of the property's historical significance.

Origination:

Grayson Capital, LLC, Applicant

Financial Consideration:

The 2014-2015 Hotel-Motel Tax Fund contains an allocation of $40,000.00 for this incentive program for the Central Business District. Grants are at the discretion of the City Council; and any amount up to $25,000.00 may be awarded. No other grants have been requested or awarded by the City Council this fiscal year.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider the maximum award available under the grant program to Grayson Capital, LLC.

Alternatives:

The City Council could deny this request and wait for a project that more closely complements the program and fulfills their objectives.

Attachments

Resolution No. 5920
Grant Program Agreement
Grant Proposal
Grant Program Guidelines & Policies
Grant Application
Attachment A - Property Deed
Attachment B - Current Photos
Attachment C - Historic Photos
Attachment D - Cost Estimates
Attachment E - Architectural Drawings
Attachment E - Architectural Drawing
Aerial Location Map

RESOLUTION NO. 5920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH GRAYSON CAPITAL, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 101 NORTH TRAVIS STREET; 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 an agreement with Grayson Capital, LLC, a Texas Limited Liability Company, for improvements to 101 North Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2014.

CITY OF SHERMAN, TEXAS

BY: ________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY, CITY ATTORNEY

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

AGREEMENT

THIS AGREEMENT is made and entered into on this the ______ day of ___________________, 2014, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as "City", and Grayson Capital, LLC, a Texas Limited Liability Company, hereinafter referred to as "Applicants."

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

I.
TERMS OF AGREEMENT

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at 101 North Travis Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as "Property," lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program's "Guidelines and Policies," a copy of which has been provided to the Applicants and is attached hereto as Exhibit "A" and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.

2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants' proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program's Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit "B" and incorporated into this Agreement for all purposes.

3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.

6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.

7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.

9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.

10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.

11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.

12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.

13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II.
GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, theirs employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

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 both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the ______day of ___________________________, 2014.

CITY OF SHERMAN, TEXAS:	**APPLICANTS:** **GRAYSON CAPITAL, LLC, A TEXAS LIMITED LIABILITY COMPANY**
By: ________________________________ **George Olson, City Manager**	**By:** ________________________________ **Name:** **Steve Webb** **Address:** **P. O. Box 2898** **Sherman, Texas 75091** **Phone:** **903.436.8374**
	By: ________________________________ **Name:** **Sherry Little** **Address:** **P. O. Box 2898** **Sherman, Texas 75091** **Phone:** **903.436.8374**

APPROVED AS TO FORM AND CONTENT:

By: ________________________________

Brandon S. Shelby,
City Attorney

Grayson Capital, LLC
P. O. Box 2898
Sherman, Texas 75091-2898

October 27, 2014

City of Sherman
City Manager's Office
220 W. Mulberry Street
Sherman, Texas 75090

RE: Application for the City of Sherman Central Business District Historic Building Restoration and Improvement Grant

Attached is a completed application for the City of Sherman Central Business District Historic Building Restoration and Improvement Grant detailing Grayson Capital's proposal to complete significant improvements and renovations necessary for a full service restaurant in the historic building located at 101 North Travis Street in Sherman.

As indicated in the City's grant guidelines and policies, the grant program is "designed to stimulate improvements to existing, historically significant buildings in the Central Business District." This historically significant building in the heart of downtown Sherman has anchored the downtown business district for more than 138 years. Primarily utilized as retail space throughout this time, there is a photograph of 101 North Travis, then a three story building, outside the City Council chambers which is noted in Images of America: Sherman by Linda Ashby, as having been taken approximately 1876 from the Courthouse just after its completion.

The objectives of this City grant program as set forth in the guidelines and policies call for "positive, high-impact visual improvements...by providing an overall enhanced image for downtown Sherman thereby attracting visitors to shop, dine, and do business..." While there are currently several restaurants located in downtown Sherman, the restaurant / bar space Grayson Capital proposes will be unique and will provide an attraction which does not currently exist in the Central Business District. Not only will such a restaurant / bar attract people to the downtown area, but it will also give people who currently work or transact business downtown a reason to stay downtown and to come back downtown after their business day is done.

This initial exterior construction / renovation will change an existing downtown eyesore into a safe, secure and visibly pleasing structure instantly enhancing the image of downtown Sherman. The extensive interior renovation and construction will provide a unique atmosphere incorporating historic elements found inside this structure. Grayson Capital purchased this building because we believe in the future of Sherman's downtown. In a meeting with Sherman Mayor, Cary Wacker, in which she viewed the purchased building, she noted that 101 North Travis is an "anchor building" for the area surrounding the square and this was a unique opportunity to change this building into an real asset for Sherman.

Additionally, this property includes a 14,300 square foot parking lot at the corner of Walnut and Houston which Grayson Capital proposes to repair and resurface within the scope of this project.

Grayson Capital believes that along with restoring some of the historic flavor of this building, it was necessary to complete removal of the damaged and potentially unsafe metal awning immediately to assure the safety of pedestrians and make the city more walkable. This has been done and the cost of that demolition is not included in this proposal. Grayson Capital believes that downtown has unique character and the proposed creation of a patio wrapping from the Travis to the Houston side of the front of this building and utilizing historic columns not currently visible, but seen in the historic photos included in the proposal, will only add to the character and enhance the experience of those visiting the downtown area. The work needed to complete this project that will point to the historic nature of downtown Sherman, change a building that is currently an eyesore into an attractive space and created new jobs is extensive.

Because Grayson Capital, LLC believes that the future of Sherman's downtown lies in the creation of businesses such as the one proposed for 101 North Travis which will provide a new and unique downtown destination and help build the Central Business District, we respectfully request your consideration of this grant application for $25,000.

Your commitment to our city and your consideration of this proposal is greatly appreciated.

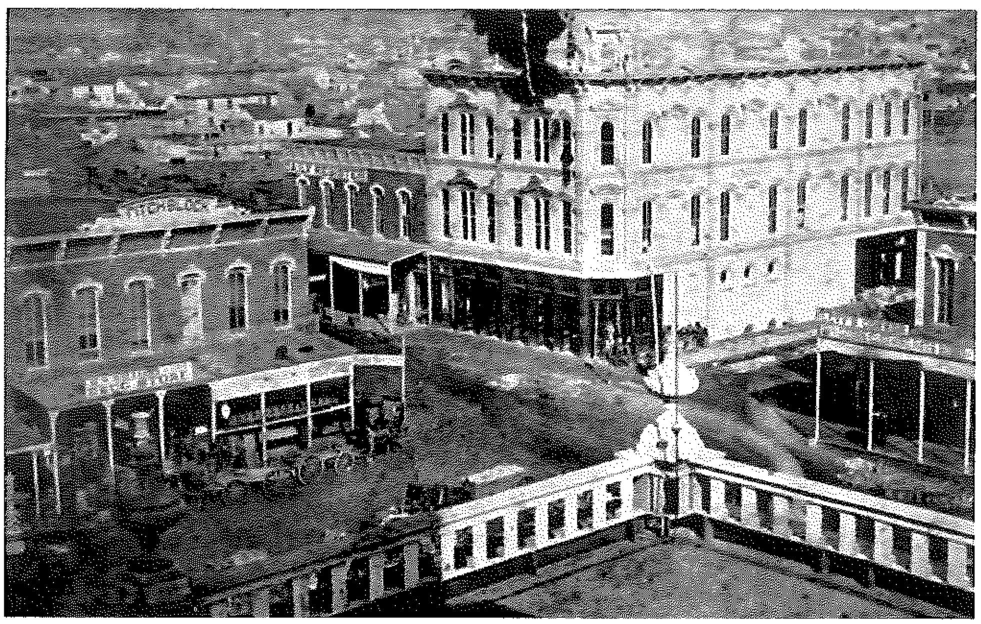
Sincerely,

Sherry Little
Grayson Capital, LLC

Historic Renovation and Construction Proposal

101 North Travis Street

Sherman



Grayson Capital, LLC

Prepared for

Sherman

CLASSIC TOWN. BROAD HORIZON.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

GUIDELINES AND POLICIES

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant buildings in the Central Business District of the City of Sherman, Texas, to promote tourism, to enhance the physical appearance and economic vitality of downtown Sherman, and to promote joint public/private investment to complement ongoing historical revitalization efforts.

Program Objectives and Available Assistance

- To make positive, high-impact visual improvements to historically significant commercial buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of $25,000.00 per project as a matching monetary incentive, a grant packaged as a forgivable loan with a conditional lien placed on the subject property, to the owners of historically significant commercial properties in the Central Business District for high-quality improvements to their properties
- In all cases, the applicant must provide matching funds at a ratio of four to one (4:1); meaning that, for every $4.00 the applicant invests in the renovation or improvement of the subject property, the City will reimburse $1.00 of qualified expenditures, up to the maximum grant authorized by the City Council not to exceed $25,000.00 per project

Eligibility Requirements

- Assistance under this program will be considered subject to the availability of funding.
- Historic buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use historic buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.
- The building to be improved must have historical significance either from an architectural point of view or a historical use or event that would tend to attract tourists to the buildings location.

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.

- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.
- **Grants will be approved at the sole discretion of the City.**
- To be accepted into the program, projects must make a substantial visible improvement to the appearance of the building, at the discretion of City staff. Repainting a building its same colors is considered maintenance, not an improvement.
- Building improvements should maintain the character of the downtown area; and the design drawings must be approved by the City in order to access funding for improvement.
- Improvements to be undertaken shall conform to the City's Codes and any other policies and regulations applying to the subject property.
- **Retroactive applications will not be accepted.** Applicants must consult with City staff before work begins to define a project scope.
- Program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.
- For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by City staff.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the City of Sherman. All improvements must be consistent with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting

- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters
- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

The City will prioritize projects. Consideration will be given to (1) threats to the survival of the structure, (2) importance of the structure to the overall goals of the program, (3) structural integrity and condition, and (4) cost effectiveness of the proposed work. In determining the grant amount, the City will also consider the time required to complete the project. Applicants are requested to limit their requests to projects that can be completed in a twelve (12) month period.

Ineligible Improvements

- No structural addition that would enlarge the residential (livable) space of the project is to be financed with these funds – nor an area not originally a livable space made livable.
- Residential structures
- Real estate or building purchases
- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Professional fees such as architects, engineers, and solicitors
- Labor provided by the Applicant or tenant of the building
- Extermination of insects, rodents, vermin and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws
- Expenses incurred prior to grant application approval. Improvements cannot be undertaken before grant application approval.

Property Lien

Once the work is completed, the City will record a conditional lien on the property to ensure that the property improved with funds from this program remains open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement. If the Applicant fails to maintain the funded improvements for the entire five-year period, the City will recover its costs through the lien. If the Applicant satisfactorily fulfils the program requirements, the lien will be released at the end of five (5) years from the date of agreement.

Application Process

Program Application and Agreement forms are available in the City Manager's Office in the Sherman City Hall, 220 West Mulberry Street, Sherman, Texas 75091-1106, telephone (903) 892-7201. The application process is as follows:

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.
- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.
- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a conditional lien, good for five (5) years, on the subject property to be released upon completion of the program requirements.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
  - A completed Rebate Claim form supplied by the City of Sherman
  - Any applicable planning and building permits
  - Cancelled checks and paid invoices/receipts for eligible work

  After final approval of the improvements, the rebate reimbursement will be processed. Allow thirty (30) days for receipt of the rebate check.

- After the work is completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. The sign or banner shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications
- The project cost and the amount of other dollars being brought to the project
- Preliminary commitment of private funds
- Specific uses of all funds
- Current financial and/or profit and loss statements
- Amount of grant requested and proposed term being requested
- Current lien/title report on the subject property

All applications must be made on forms provided by the City of Sherman. For further information, please contact:

George Olson
City Manager
City of Sherman

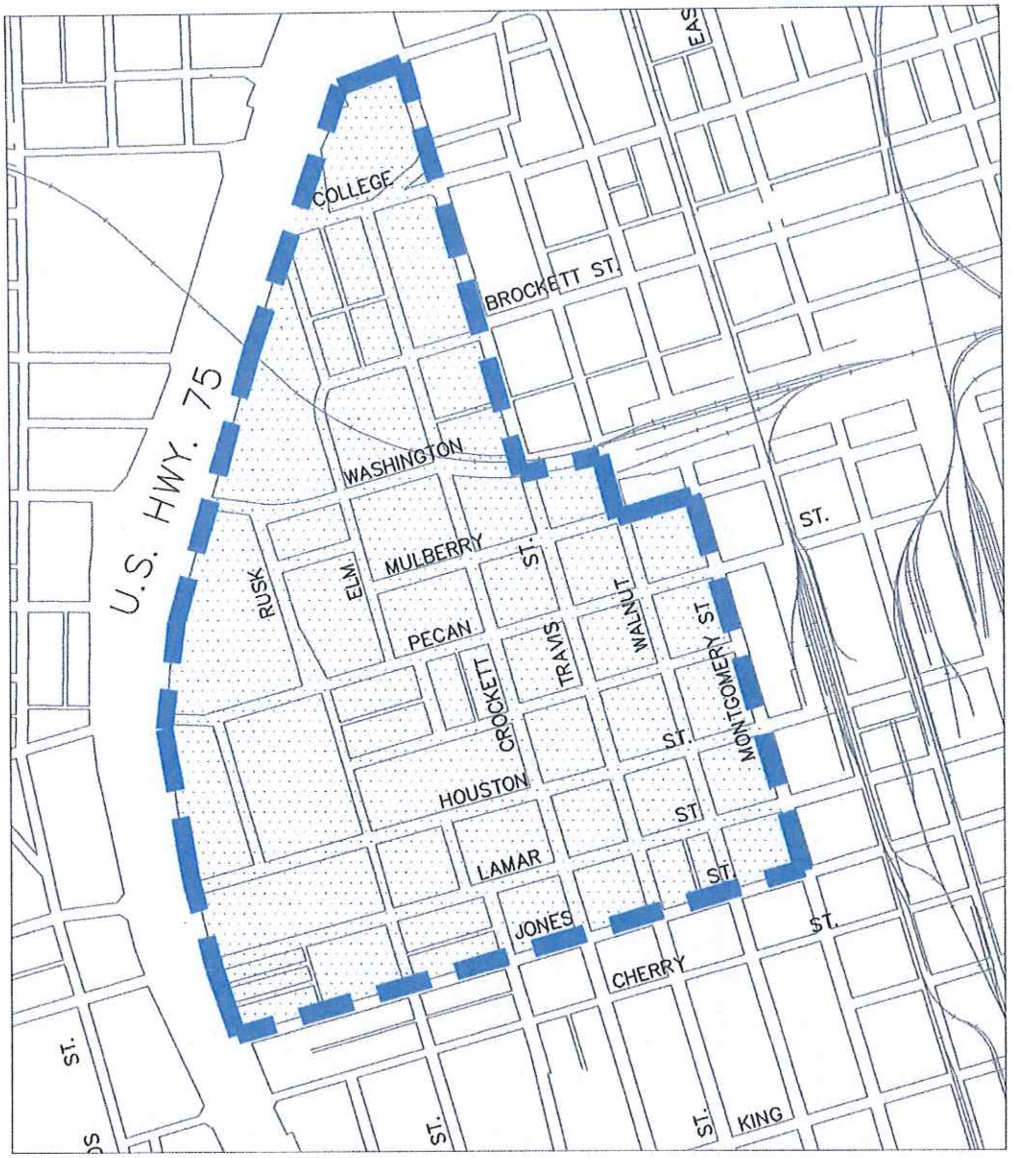
Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7201
Facsimile: (903) 892-7355
E-Mail: georgeo@ci.sherman.tx.us

Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7333
Facsimile: (903) 892-7274
E-Mail: scotts@ci.sherman.tx.us



CITY OF SHERMAN, TEXAS

CENTRAL BUSINESS DISTRICT
HISTORIC BUILDING RESTORATION
AND IMPROVEMENT GRANT PROGRAM

Department of Developmental Services

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Submission Requirements

It is strongly recommended that all Applicants carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies" prior to completing an application.

It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Please ensure that the following items have been included in your submission. Failure to provide the necessary documentation will delay the processing of your application.

Application Checklist:

- [x] Copy of deed included
- [ ] Copy of mortgage (if applicable) included
- [x] Description of proposed improvements – designs/drawings attached
- [x] Pictures attached
- [x] Estimate of costs/quotes or other details
- [x] Signature of owner/authorized agent
- [x] Application complete
- [x] Are improvements in compliance with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws?
- [x] All material, pictures, drawings, newspaper articles, original deeds, etc. that will help identify the building as a historically significant structure through architectural design, building use or events that have taken place in or around it.
- [x] Architectural and elevation renderings.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY	
File # ________________	
Assessment Role Number ________	Assessed Property Value ________
Property Address ________________	
Date Application Received ________	Date Application Completed ________

CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Grayson Capital, LLC
2. Mailing address: P. O. Box 2898
   City: Sherman State: Texas Zip: 75091
3. Applicant's daytime telephone number: 903-436-8374
   Cell # (903) 436-8374 Facsimile # ________
   E-mail address: sherrylittle74@gmail.com
4. Status of applicant (please check one)
   X Property owner with vacant facility
   ____ Property owner with tenant business
   ____ Property owner/operator of existing business on property
   ____ Property tenant with property owner consent
5. Owner of property is a/an (please check one)
   ____ Individual
   ____ Partnership (attach copy of Partnership Agreement)
   X Corporation/profit (attach copy of Articles of Incorporation)
   ____ Corporation/nonprofit (attach list of officers and directors)
   ____ Trust (attach copy of Trust Agreement)
   ____ Other
6. Length of ownership: 4 months
   Date purchased: June 16, 2014

II. Property Information

1. Address of property to be improved:
   101 N. Travis, Sherman, Texas 75090

2. Legal description of subject property:
   OTP SHERMAN, BLOCK 3, LOT S PT 1,2, & 3 & W PT 4, 75 X 150 @ 11250 SF
   E HOUSTON @ WALNUT – OTP SHERMAN, BLOCK 5, LOT 10 & E PT 9, 100 X 143 @ 14300 SF

3. Tax Assessor Parcel Number(s):
   Property ID: S034-2181024 Quick Reference: R161846

4. Year built: Pre-1876 Square footage:, 11250 building and 14,300 parking lot

5. Is this a National Register building? Yes___ No X (check one)
   Is this a building of known historical significance? Yes X No___ (check one)

6. What are the current types of businesses occupying the building?
   N/A Building is vacant

7. Name and phone number of tenant(s), if applicable:__________
   (Attach additional names/numbers, if needed)

8. Use of building after construction: Full service restaurant and bar

9. Number of parking spaces provided: 36-40 Proposed:______ Total: 36-40

10. Current zoning: Commercial / Retail

11. Is a zoning amendment required? Yes___No X (check one)

12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

   Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also *recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.*

Description: This historic building anchors the downtown square area, sitting on the northeast corner of the Travis and Houston intersection and facing the courthouse. After renovations of the late 60's and early 70's, and the lack of ongoing maintenance, this building is an eyesore (see attachment B) that is desperately in need of complete renovation to return the remaining single story to its historic beauty. Grayson Capital, LLC, owners of the building, having already invested $165,000 to purchase the building and remove what were considered safety hazards (metal awning), propose to complete extensive construction and renovation of 5,000 square feet of existing building as indicated on architect's drawing to create a beautifully restored interior and exterior allowing this building to house a full service restaurant. Plans include repair to the existing roof, removal of stucco and metal exterior of building to reveal brick exterior which will be cleaned, sanded (if needed) and restored. Storefront windows along front of building will be removed. This exterior removal process requires asbestos abatement as noted in estimates attached. Leaving the existing roof, original steel columns (seen in the first of the historic photos included in Attachment C), and 16 foot ceiling intact, the front wall will be moved back approximately 12 to 15 feet from the existing front and a portion of the side of the building to create a covered porch or patio for outside seating/dining with a gorgeous view of the courthouse and square. The wall separating the patio from the interior restaurant area will contain multiple doors (7), allowing open access and the option of opening the interior to the outside during appropriate times of year. This outside seating area will be separated from existing sidewalk space by an approximately 3.5/4 foot tall wrought iron fence. The front door of the facility, which will be installed new in the scope of the project, will be returned to the original 45 degree orientation facing the courthouse square indicated in the historic photos. Interior restoration will preserve and restore the ornate capitals at the top of existing columns running the length of the center of the portion of the building. Also to be renovated or restored/preserved are red glass arched windows along the south wall (visible in the first historic photo in Attachment C) and the side doors which appear to have been utilized during the years that this building housed multiple department stores. The current side entrance will be renovated and a new door installed and utilized to allow egress to and from Houston and the 14,300 square foot parking lot located at the corner of Walnut and Houston which is a part of this property. The parking lot will be resurfaced and re-striped as a part of the project. The kitchen, ADA compliant bathrooms, rear firewall, office and center bar will all be constructed within the scope of the project and have been designed to take advantage of the original historical elements of this building. All new fixtures are to be installed. Flooring will be industrial strength, hand-scraped hardwood in the seating areas and tile in the kitchen, bar and restroom areas. Flooring installation will also require some asbestos abatement as noted. The original wood beams that exist throughout this space in the ceiling will be scraped and painted to highlight another of the building's historic components. The HVAC system will be updated, including the installation of two new 6 ton units and all new duct work. The existing fire sprinkler system will be updated and brought to code to assure the safety of the building and its occupants. Extensive plumbing and electrical work throughout the building are a part of this project, bringing the building to code and allowing utilities necessary to support the restaurant including kitchen, bar and restrooms. Tables designed to seat groups of varying size, will be placed throughout the space surrounding the center bar. Project managers estimate seating capacity at greater than 110 upon completion. Grayson Capital, LLC, recognizes the value of downtown Sherman in attracting tourist to this area and in the existence of hospitality business entities to provide destinations for those who attend the festivals and events held in downtown. It is the goal of Grayson Capital to create a space that will allow patrons to dine, socialize, relax and enjoy their time in downtown Sherman while experiencing a piece of the rich history of our city.

2. How many jobs will be **retained** once the project is completed? No current jobs exist as this is a vacant building

NA Full-time positions NA Part-time positions

3. How many **new positions** will result from this project? 12 to 15

3 to 4 Full-time positions 9 to 11 Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
Mesa Construction, J. Edward Hunt, 903-271-1511

Amount: $451,186

2. Name/Company and Phone Number of Second Contractor:
Hart Remodeling Services, 972-529-9590

Amount: $477,755

3. Additional Estimates/Comments: (Please attach additional quotes, as required)
Supporting estimates for asbestos abatement/removal; parking lot resurfacing and roofing repairs are attached. In addition to the money invested by the entity for improvements listed here, there are additional costs totaling $190,000 to purchase equipment, supplies and provide operating capital, bringing the total cost of the project to $806,186 (including original purchase and initial demo)

Because this is a new entity there is no profit / loss statement available.

Grayson Capital, LLC respectfully requests a grant in the amount of $25,000 from the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program

4. Total estimated costs of your improvements: $451,186

5. Estimated completion date for your improvements? February 2015

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, Grayson Capital, LLC, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), Steve Webb and Sherry Little, a Notary Public in and for the State of Texas, on this the 27th day of October, 2014.

Applicant

Co-Applicant

Property Owner (if different from Applicant)

PJ Youree

Notary Public, State of Texas
My Commission Expires: 9/27/2016

P J Youree
NOTARY PUBLIC
STATE OF TEXAS
My Comm Expires 09/27/2016

VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, Grayson Capital, LLC____,
am the owner of the land that is the subject of this Application and, for the purposes of the Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the City of Sherman___for the purposes of processing this application.

October 27, 2014
Date

Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We,____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies for the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program, including the requirement of a conditional property lien, and hereby authorize ______________________________ (Agent) to act on my/our behalf with respect to the application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		

GRAYSON CAPITAL, LLC

101 N. TRAVIS STREET

SHERMAN, TEXAS 75090

ATTACHMENT A – PROPERTY DEED

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

70 2014 00012584

Instrument Number: 2014-00012584
As
Recordings

Recorded On: July 08, 2014

Parties: WEST BOB G ETAL
To GRAYSON CAPITAL LLC

Billable Pages: 3
Number of Pages: 5

Comment: WD

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	24.00
Total Recording:	24.00

************ DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT ************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-00012584
Receipt Number: 404595
Recorded Date/Time: July 08, 2014 09:41:46A
Book-Vol/Pg: BK-OR VL-5486 PG-498
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

CHAPIN TITLE CO., INC.
620 N. TRAVIS ST.
SHERMAN TX 75090

THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

301809

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

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

That we, **BOB G. WEST, also known as Robert G. West, and VENETA WEST,** for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **GRAYSON CAPITAL, LLC, a Texas Limited Liability Company,** the following described real property in Grayson County, Texas, to-wit:

TRACT ONE:

BEING the South seventy-five feet (75 ft.) of Lots One (1), Two (2), and Three (3), and the South one hundred forty feet (140 ft.) of the West one-half (25 ft.) of Lot Four (4), in Block Three (3), of the Original Town Plat of Sherman, Texas, as shown by plat of record in Vol. "B", Page 1, Deed Records, Grayson County, Texas.

TRACT TWO:

Situated in the County of Grayson, State of Texas, being a part of Lots Nine (9) and Ten (10), in Block Five (5), of the Original Town Plat of Sherman, Texas, as shown by plat of record in Vol. "B", Page 1, Deed Records, Grayson County, Texas.

Both tracts being more particularly described on the attached Exhibit "A"...

SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 16th day of June, 2014.

BOB G. WEST

VENETA WEST

GRANTEE'S MAILING ADDRESS:

Grayson Capital, LLC
PO Box 2898
Sherman TX 75091

ACKNOWLEDGMENT

STATE OF TEXAS *

COUNTY OF Grayson *

This instrument was acknowledged before me on the 16th day of June, 2014, by **BOB G. WEST and VENETA WEST.**

CATHY DANNER
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 4-10-2018

Notary Public, State of Texas

Exhibit "A"

TRACT ONE: BEING the South Seventy Five Feet (75 ft.) of Lots One (1), Two (2) and Three (3) and the South One Hundred Forty Feet (140 ft.) of the West one-half (25 ft.) of Lot Four (4), in Block Three (3) of the Original Town Plat of Sherman, Texas as shown by Plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas.

AND

TRACT TWO:

SITUATED in the County of Grayson, State of Texas, being a part of Lots NINE (9) and TEN (10) in Block FIVE (5) of the ORIGINAL TOWN PLAT of SHERMAN, TEXAS as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, being the same property conveyed by Price's Enterprises, Inc. to Bob G. West by deed dated December 26, 1985, recorded in Volume 1959, Page 316, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Northeast corner of said West tract, on the East line of said Lot Ten, at a point 7 feet South of the Northeast corner of said Lot Ten and at the intersection of the South line of Houston Street with the West line of Walnut Street;

THENCE South 16 deg. 00 min. 00 sec. East, with the East line of said Lot Ten, the West line of said Walnut Street, a distance of 130.08 feet to found chisled "X" in concrete maintaining the Northeast corner of an alley conveyed by W. C. Eubank, et al to the City of Sherman by deed dated April 3, 1923, recorded in Volume 298, Page 253, Deed Records, Grayson County, Texas;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said alley, a distance of 100.00 feet to the Southeast of a 50 x 137.08 foot tract of land conveyed by Roger D. Sanders to Sanders, O'Hanlon & Montley by deed dated August 10, 1998, recorded in Volume 2684, Page 741, Official Public Records, Grayson County, Texas;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said 50 x 137.08 foot tract, a distance of 100.08 feet to the Northwest corner of the herein described tract, on the South line of said Houston Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Houston Street, a distance of 100.00 feet to the **PLACE OF BEGINNING** and containing **0.30 ACRES OF LAND** more or less...

GRAYSON CAPITAL, LLC

101 N. TRAVIS, SHERMAN 75090

ATTACHMENT B – CURRENT PHOTOS


Haring
OFFICE

Because the metal awning shown on the front and side of the building in this photo was in disrepair and a significant safety hazard, Grayson Capital has already expended the funds necessary to remove it. This expenditure is not included in the estimates contained in this proposal.

Doors on south side of building. It is proposed these be incorporated into the historic interior design.

Arched red glass windows which will be restored and remain in the completed project. These windows are visible in the first historic photo taken approximately 1876.

Original ceiling beams to be restored and utilized in final project.

Photo showing brick that is underneath the stucco of both interior and exterior of building. Project will remove the covering and restore the original brick.

GRAYSON CAPITAL, LLC

101 N. TRAVIS, SHERMAN 75090

ATTACHMENT C – HISTORIC PHOTOS

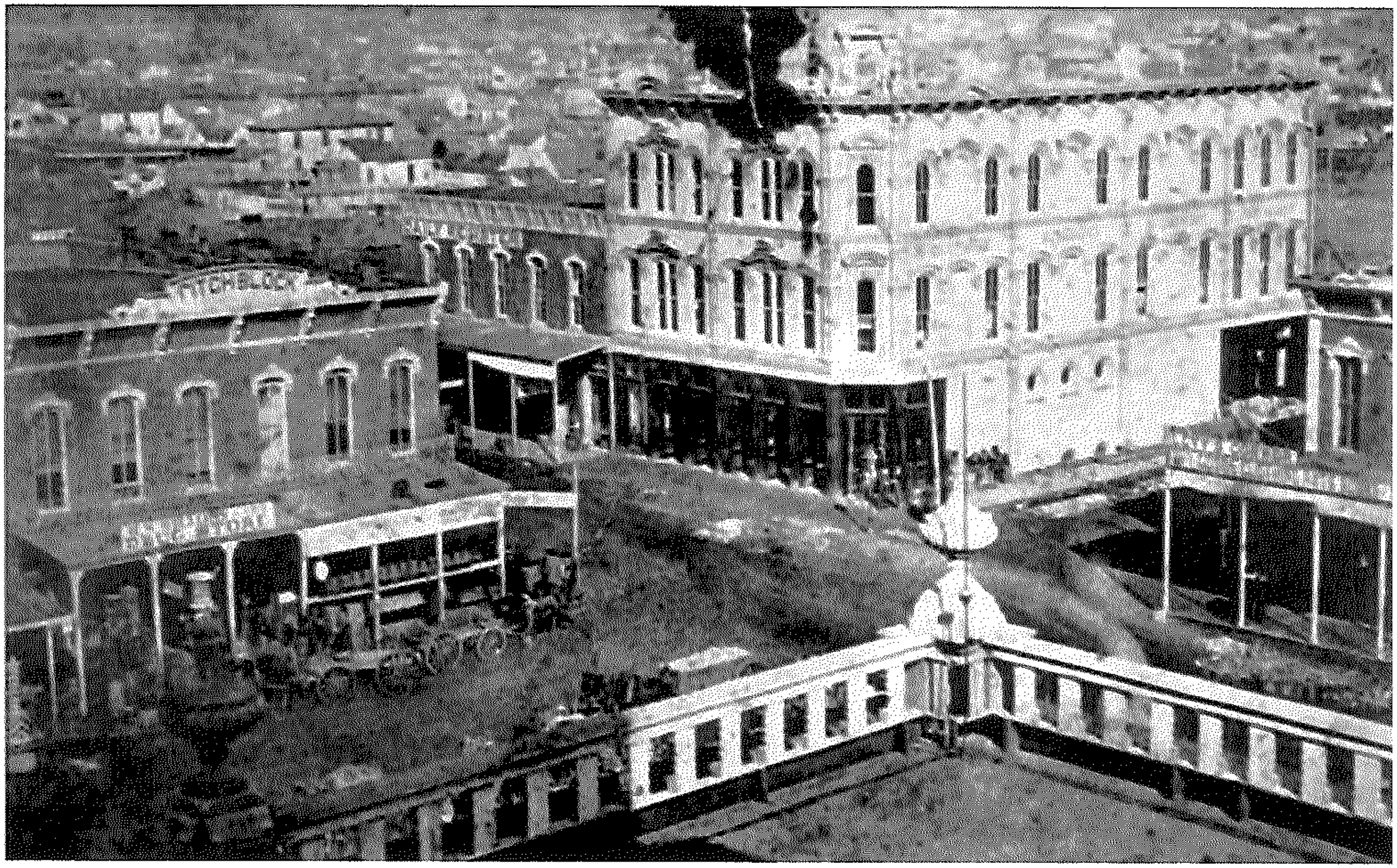


Photo of the building around 1876 (taken from the roof of the courthouse shortly after completion). Note the arched windows on south side of building and the columns across the Travis Street side (front of building).

Photo of the East side of the square in 1903 (the building is on the left)

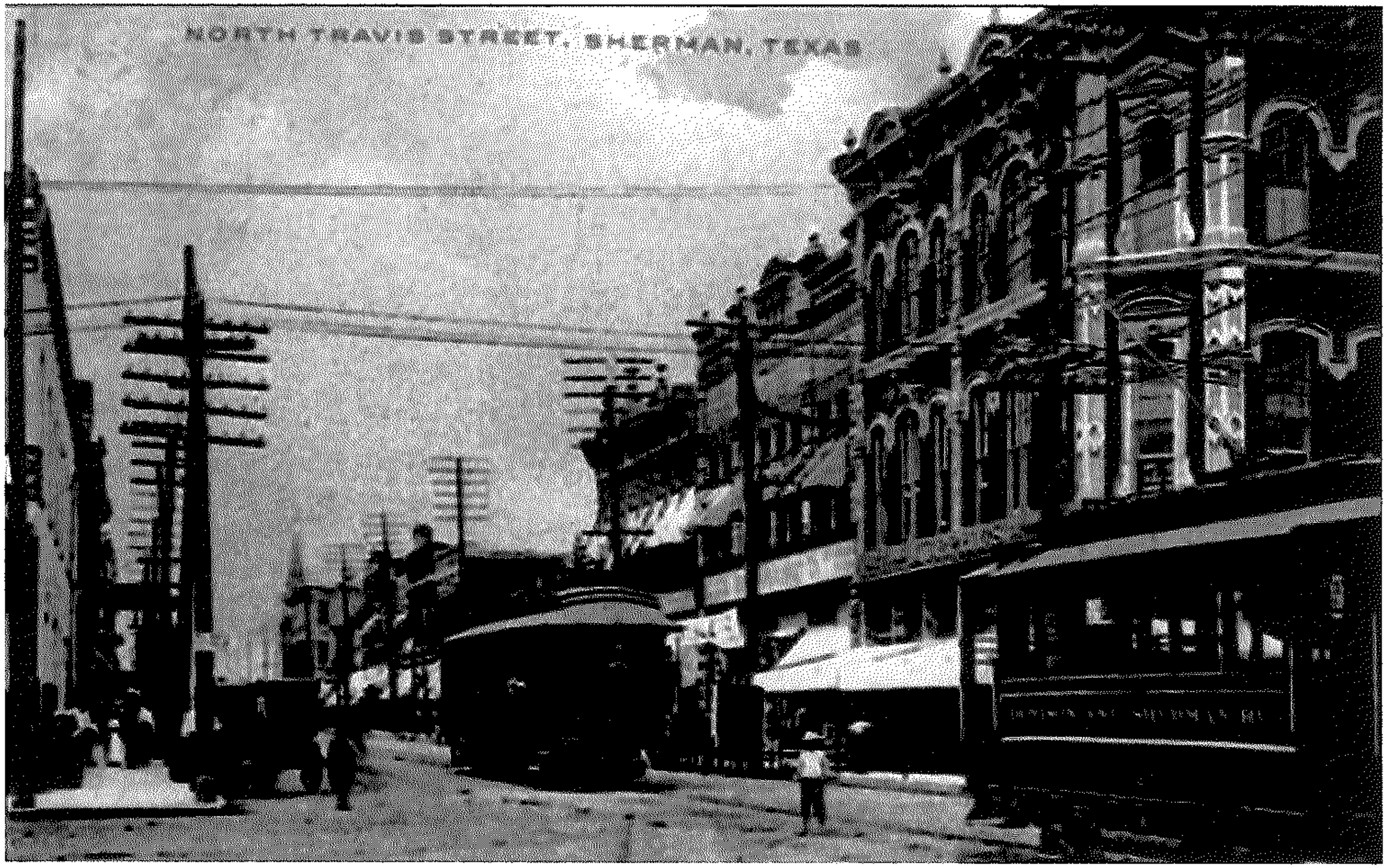


Photo of N. Travis St. in 1909 (the building is on the right)

While all details of the history of this building are unknown at this time, information available indicates that 101 N. Travis Street was a dry goods store and then a department store until it became (most recently) an office supply store. Names include, but are not limited to Murphy's, Bass-Parrish-Taylor, Taylor-Vaughan (a precursor to Vaughan's Department Store, opened later directly across the street), Price's and then Mitchell's. Most recently this building was Haring's Office Supply. Other information has shown that at one time there was hair salon in the basement. It is evident that this building was constructed sometime prior to 1876.

GRAYSON CAPITAL, LLC

101 N. TRAVIS, SHERMAN 75090

ATTACHMENT D – COST ESTIMATES

Estimates provided by two contractors for scope of work contained in this proposal and meeting the eligibility guidelines for the City of Sherman's Historic Building Restoration and Improvement Grant Program for the Central District follow. Also included are supporting estimates for roofing repair, parking lot repair and asbestos abatement. Mesa Construction has provided a cost breakdown for the bid submitted and it is included here.

In addition to the $451,186 to be spent in the scope of the project described herein, Grayson Capital, LLC, has already spent $165,000 to purchase the property and to remove obvious safety hazards from the property.

Approximately $190,000 not included in this proposal will be spent on equipment and supplies and to provide start up operating capital.

MESA CONSTRUCTION
916 Austin Lane
McKinney, TX 75071
Ed Hunt **903-271-1511**

October 1, 2014

Grayson Capital, LLC
101 S. Travis St.
Sherman, TX 75090

Re: Building Located at 101 S. Travis St.
Sherman, TX

Robert,

On page 2 is a description of the scope of work and cost for restoration of the building and necessary construction to establish a full service restaurant/bar. This bid includes the cost of asbestos abatement, roof repair, parking lot resurfacing and construction that is compliant with City of Sherman codes, Life and Safety Code requirements and ADA requirements.

- Time to completion is approximately 12 weeks after initiation of construction

TOTAL COST $451,186.00

/s/ Ed Hunt

MESA CONSTRUCTION
916 Austin Lane
McKinney, TX 75071
Ed Hunt **903-271-1511**

	Description	$$	**Comments/Questions**
1	Demolition	3,000	
2	Electrical	15,000	
3	Plumbing	42,000	
4	Tape, Bed & Texture	15,300	
5	Paint & Stain	18,000	
6	Fire Prevention	23,250	
7	Frame and Trim Material	21,275	
8	Water Proofing	4,800	
9	Fire Alarms	7,210	
10	Brick Work	4,100	
11	Flooring (wood and tile)	35,175	
12	Wall Tile	3,300	
13	Bar Top with Hand Rail and Foot Rail	5,075	
14	Windows	9,500	
15	Doors	13,411	
16	FRP	4,800	
17	Wrought Iron Fence	3,600	
18	Bath Room Stalls	2,500	
19	Ceiling Fans	8,100	
20	Lighting Fixtures	3,600	
21	Burglar Alarm	1,500	
22	Door Hardware	1,200	
23	Handicap Hardware	400	
24	Countertops (bath and kitchen)	1,200	
25	Grease Trap	10,000	25
26	Welding	800	
27	Frame and Trim Labor	24,375	
28	Dumpster Fees and Haul Off	1,200	
29	Rental Equipment	1,000	
30	General Labor	10,000	
31	Asbestos removal	20,035	Asbestos contractor TBD
32	Roof Repair	25,000	Roofing contractor TBD
33	Concrete Removal and Replacement	1,000	
34	Plumbing fixtures and Hot Water Heater	8603	
35	HVAC	36,000	
36	Parking Lot Resurface & Stripe	12,622	Parking lot contractor TBD
37	Roof Hatch	1,575	
38	Supervision	12,000	
39	Contingency	3,000	
40	Profit and Overhead	35,600	
		Total Cost $451,186	

HART REMODELING SERVICES
15961 Custer Trail
Frisco, TX 75034

John Hart 972-529-9590

Project Finish out
101 Travis St.
Sherman, TX

Project Cost $477,755.00

Robert,

Thank you for the opportunity to bid on the finish out project at the above address. Following our on-site visit, review of your drawings and finish out specifications, the bid total is listed above. The bid also allows for meeting of the ADA codes and specifications and asbestos removal as specified according to the report.

The estimated completion date will be 10-12 weeks from the beginning of constructions. Again, thank you for the opportunity and we look forward to working with you.

With kindest regards,

John Hart, Owner

/jh

210 South Walnut Creek Drive • Mansfield, Texas 76063 • Phone: (817) 477-9995 • Fax: (817) 477-9996

Intercon
ENVIRONMENTAL, INC.

www.intercon-environmental.com

October 6, 2014

Sent via email
Steve.webb@gmail.com

Mr. Steve Webb
Grayson Capital, LLC
P.O. Box 2898
Sherman, TX 75091
903-436-8374

RE: Asbestos Abatement of 101 South Travis Street, Sherman, Texas 75092

Mr. Webb:

Intercon Environmental, Inc. is pleased to submit our proposal for asbestos abatement services at the above referenced site.

I. Interior Abatement & Pricing Options:

- ***Option 1:*** Remove and dispose of approximately 1,233 SF of floor tile & mastic (leaving the wood subfloor) in the kitchen, bar and restroom areas:..**$3,799.00**
- **Option 2:** Remove and dispose of approximately 1,233 SF of floor tile & mastic (removing the wood subfloor) in the kitchen, bar and restroom areas:..**$3,990.00**
- **Option 3:** Remove and dispose of approximately 5,000 SF of floor tile & mastic (leaving wood subfloor) to where the future firewall will be constructed:..**$15,950.00**
- **Option 4:** Remove and dispose of approximately 5,000 SF of floor tile & mastic (removing the wood subfloor) to the location of the future firewall:..**$15,950.00**
- **Option 5:** Remove and dispose of 2 SF of floor tile & mastic in various locations using RFCI guidelines:..**$200.00 per location**

II. Exterior Abatement & Pricing Options:

- **Option 6:** Remove and dispose of approximately 160 SF of plaster wall:........................**$3,515.00**
- **Option 7:** Remove and dispose of approximately 1,260 SF of plaster wall:....................**$10,750.00**
- **Option 8:** Remove and dispose of all store front windows, caulking, glazing and the ceramic tile and grout:..**$3,950.00**
- **Option 9:** Deduct price for the store front windows, caulking, glazing and ceramic tile for the adjoining suite:..**$875.00**

III. Scheduling:

- **Options 1 or 2:..2 working days**
- **Options 3 or 4:..5-6 working days**
- **Option 5:..1 working day**
- **Option 6:..1 working day**

Intercon
ENVIRONMENTAL, INC.

- **Option 7: ....5 working days**
- **Option 8: ....2 working days**
- **Option 9: ....1 working day**

IV. Exclusions/Clarifications:

- Removal and/or disposal of any other regulated waste from the site, unless otherwise listed in the above scope of work.
- Site security.
- Third party air monitoring and on site project management.
- Pricing is contingent upon final review of the abatement specifications from a licensed DSHS asbestos consultant.
- Weather proofing the building after abatement/demolition is to be by others.

V. *Terms and Conditions:*

- This price includes all labor, materials, equipment, and disposal necessary to complete this work in accordance with all local, state, and federal regulations.
- Pricing is based on the property owner providing electricity and water for abatement operations.
- Department of State Health Services (DSHS) asbestos notification fees are not included in this proposal and will be sent directly to the owner by DSHS.
- Payment terms are Net 30. A service charge will be assessed on late payments at the rate of 1.5% per month (18% per annum) or the maximum permissible rate by applicable law.
- This pricing will remain valid for a period of 90 days from the date of this proposal.

Texas Department of State Health Services Asbestos Abatement Contractor License #800805
Texas Department of State Health Services Asbestos Transporter License #400336

Insurance Coverage provided with this proposal:

General Liability	$5,000,000.00	Vehicle (including hired & un-owned)	$5,000,000.00
Asbestos / Pollution Liability	$5,000,000.00	Texas Workers Compensation	$5,000,000.00

We thank you for your consideration of this proposal. Should you have any questions please feel free to call me. If this proposal meets your approval, please sign and return.

Respectfully,

Jason Gibbs

Accepted By:

Jason Gibbs
Estimator/Project Manager
Intercon Environmental, Inc.
Jason@intercon-environmental.com

Title Date

An authorized representative must sign for acceptance of this proposal. No work shall commence until client has executed and returned this agreement. Contracts in excess of $25,000.00 shall require an AIA A107 Contract Document or equivalent contract form

Mission Demolition & Environmental

September 2, 2014

Mr. Ed Hunt
Grayson County Group
101 South Travis Street
Sherman, Texas 75092

Re: Asbestos Abatement Proposal
Vacant Tenant Space
101 South Travis Street
Sherman, Texas 75092
Proposal #1527

Dear Mr. Hunt:

Mission Demolition & Environmental, Inc. (MDEI) is pleased to present this proposal for asbestos abatement at the above-referenced location.

QUALIFICATIONS:

- Abatement and related activities to conform to EPA, OSHA, NESHAP and Regulatory Agencies.
- Contractor's personnel to utilize proper respiratory protection and full-bodied personal protection.
- Contractor to provide proper transportation and disposal of asbestos waste to an approved landfill in accordance with NESHAP Regulations, waste manifest will be furnished.
- Owner or its agent shall be provided a log and all close out documentation at completion of project.
- Texas State notification fees are excluded for this proposal, as well as third-party consulting fees.
- This proposal is subject to change if not accepted within 30 days.

611 YUMA COURT * DALLAS, TX 75208 * P – 214.762.0059 *F – 214.467.1969

Mission Demolition & Environmental

SCOPE OF WORK & SCHEDULING:

Exterior Caulking Abatement (Base Bid):

- Removal and disposal of designated exterior caulking from ceramic tiles, windows and doorways from the Bar/Restaurant portion of the tenant space. MDEI will completely remove each window/door frame to ensure all asbestos-containing material is abated. Duration of Base Bid work will be 2 days.

Exterior Caulking Abatement (Alternate Bid):

- Removal and disposal of designated exterior caulking from ceramic tiles, windows and doorways from the Bar/Restaurant portion (base bid) AND the Banquet Room portion of the tenant space. MDEI will completely remove each window/door frame to ensure all asbestos-containing material is abated. Duration of Alternate bid work will be 2-3 days.

Exterior Stucco Abatement (Base Bid):

- Removal and disposal of a designated portion (18 feet long & 11 feet high) of asbestos-containing exterior stucco material. Duration of Base Bid work will be 1 work day.

Exterior Stucco Abatement (Alternate Bid):

- Removal and disposal of a designated portion (120 feet long & 11 feet high) of the asbestos-containing exterior stucco material. The designated Base Bid material is included in this Alternate Bid. Duration of Alternate Bid will be 3 work days.

Floor Tile/Mastic Abatement (Base Bid):

- MDEI will remove floor tile/mastic in portions designated by the Owner at a later date. All floor tile/mastic material will be removed within a negative pressure containment. MDEI will remove all layers of floor tile/mastic and one layer of wood flooring substrate to ensure all ACM has been abated. MDEI will price this floor tile/mastic abatement by unit pricing per square foot since total scheduled material has yet to be determined. Duration of work will also be determined based on total square footage of material.

Floor Tile/Mastic Abatement (Alternate Bid):

- MDEI will remove and dispose of all floor tile/mastic from the main portion of the tenant space (approximately 5,264 square feet). All floor tile/mastic material will be removed within a negative pressure containment. MDEI will remove all layers of floor tile/mastic and one layer of wood flooring substrate to ensure all ACM has been abated. Duration of Alternate Bid will be 5-6 work days.

Mission Demolition & Environmental

METHODS OF WORK

Asbestos Abatement - The work areas will be regulated and contained in accordance with applicable state and federal regulations and laws. ACM will be removed wet, as to eliminate any friable materials. Waste will be double bagged in accordance with state and federal regulations and laws. Employee PPE will meet qualifications of applicable state and federal regulations.

TERMS AND CONDITIONS:

Exclusions: The following is specifically excluded from this work.

- Any hazardous substances outside the Scope of Work as defined herein.
- Removal of any other hazardous material, whether contaminated with lead/asbestos or not.
- Replacement of any materials removed whether asbestos materials or not, unless specifically noted otherwise in the Scope of Work.
- Damages to surfaces caused by installation of containment or removal procedures.
- Adherence to Specifications or Procedures submitted to MDEI after proposal submission.
- Costs or conditions caused by delays by others beyond MDEI's control.
- Costs for added work caused by hidden obstruction caused by floors, walls, slabs or ceilings not shown on drawings.
- Repairing of voids and blemishes caused by abatement.

Owner/Agent Responsibilities: The Owner or his designated agent is responsible for providing to MDE the following:

- Water, power (including assistance to initiate and terminate temporary power)
- TDSHS Notification Fees.
- Staging areas for equipment
- Removal of trash or moveable furnishings, prior to mobilization.
- Designate those items to be left or saved prior to MDE mobilization.

Mission Demolition & Environmental

TERMS OF PAYMENT:

Payment terms are Net 30. A service charge will be assessed on late payments at the rate of 1.5% per month (18% per annum) or the maximum permissible rate allowed by law.

EXTERIOR CAULKING (BASE BID):

PRICING FOR REMOVAL AND DISPOSAL OF DESIGNATED ASBESTOS-CONTAINING MATERIALS (INCLUDES MOBILIZATION, REMOVAL & DISPOSAL OF ACM)

..$3,125.00

Three Thousand One Hundred Twenty Five Dollars

EXTERIOR CAULKING (ALTERNATE BID):

PRICING FOR REMOVAL AND DISPOSAL OF DESIGNATED ASBESTOS-CONTAINING MATERIALS (INCLUDES MOBILIZATION, REMOVAL & DISPOSAL OF ACM)

..$3,925.00

Three Thousand Nine Hundred Twenty Five Dollars

EXTERIOR STUCCO (BASE BID):

PRICING FOR REMOVAL AND DISPOSAL OF DESIGNATED ASBESTOS-CONTAINING MATERIALS (INCLUDES MOBILIZATION, REMOVAL & DISPOSAL OF ACM)

..$1,850.00

One Thousand Eight Hundred Fifty Dollars

EXTERIOR STUCCO (ALTERNATE BID):

PRICING FOR REMOVAL AND DISPOSAL OF DESIGNATED ASBESTOS-CONTAINING MATERIALS (INCLUDES MOBILIZATION, REMOVAL & DISPOSAL OF ACM)

..$8,250.00

Eight Thousand Two Hundred Fifty Dollars

Mission Demolition & Environmental

FLOOR TILE/MASTIC- UNIT PRICING (BASE BID):
REMOVAL AND DISPOSAL OF DESIGNATED ASBESTOS-CONTAINING MATERIALS (INCLUDES MOBILIZATION, REMOVAL & DISPOSAL OF ACM)
FLOOR TILE/MASTIC WILL BE ABATED AT A UNIT RATE OF $3.00/ SQ. FOOT.

FLOOR TILE/MASTIC (ALTERNATE BID):
PRICING FOR REMOVAL AND DISPOSAL OF DESIGNATED ASBESTOS-CONTAINING MATERIALS (INCLUDES MOBILIZATION, REMOVAL & DISPOSAL OF ACM)
....$14,750.00
Fourteen Thousand Seven Hundred Fifty Dollars

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me on my mobile phone at (214) 762-0059.

Respectfully,

Corey W. Nichols

Corey Nichols
Mission Demolition & Environmental, Inc.

Mission Demolition & Environmental

ACCEPTANCE AGREEMENT

CLIENT: Grayson County Group

MDEI Proposal: #1527

I, ______________________________, an authorized representative of the facility's ownership/management accept this proposal and authorize Mission Demolition & Environmental, Inc. to perform services as stated in this proposal.

Location Owner: ______________________________ **P.O. #:** ____________________

Billing address: ____

____

EXTERIOR CAULKING (BASE BID)

Signed: ______________________________ **Date:** ____________________

EXTERIOR CAULKING (ALTERNATE BID)

Signed: ______________________________ **Date:** ____________________

EXTERIOR STUCCO (BASE BID)

Signed: ______________________________ **Date:** ____________________

EXTERIOR STUCCO (ALTERNATE BID)

Signed: ______________________________ **Date:** ____________________

611 YUMA COURT * DALLAS, TX 75208 * P – 214.762.0059 *F – 214.467.1969

Mission Demolition & Environmental

FLOOR TILE/MASTIC-UNIT PRICING (BASE BID)

Signed: ______________________________ Date: ____________________

FLOOR TILE/MASTIC (ALTERNATE BID)

Signed: ______________________________ Date: ____________________

611 YUMA COURT * DALLAS, TX 75208 * P – 214.762.0059 *F – 214.467.1969

Roofing

Abel Aleman Roofing Company
1223 S. Sam Rayburn
Sherman TX, 75090
903 868-1401
903-868-4146 Fax

September 9, 2014

Sherry Little
101 N. Travis Street
Sherman, TX 75090

This offer to do the following work and furnish materials at the following prices is respectfully submitted for your consideration:

Roof Repairs Over Banquet Room:

1. Repair one leak over banquet room (approximately 2 square foot)
   a. Mop down two plies of fiberglass felt with hot asphalt
   b. Apply flashing cement to parapet wall as needed
   c. Top mop area with glaze coat of hot asphalt

Located at:	101 N. Travis St. Sherman, TX 75090
For the sum of:	$1,330.00
Term of payment:	due at completion

Abel Aleman Roofing Company

By ______________ ______________

Abel Aleman Roofing Company
1223 S. Sam Rayburn
Sherman TX, 75090
903 868-1401
903-868-4146 Fax

September 9, 2014

Sherry Little
101 N. Travis Street
Sherman, TX 75090

This offer to do the following work and furnish materials at the following prices is respectfully submitted for your consideration:

Overlay on Restaurant and Bar Area:

1. Prep area for overlay (approximately 6,800 square feet)
   a. Mop down two plies of fiberglass felt with hot asphalt
   b. Re-work penetrations to comply with BUR roof
   c. Three course parapet walls with flashing cement and fiberglass membrane
   d. Re-seal A/C duct work with Karnak 502 seam sealer
   e. Top mop area with glaze coat of hot asphalt

Located at:	101 N. Travis St. Sherman, TX 75090
For the sum of:	$21,835.00
Term of payment:	½ upon start of job with balance due at completion

Abel Aleman Roofing Company

By ______________ ______________

Roofing #2

From: Jennifer Stapleton <justjen6@hotmail.com>
Date: October 8, 2014 at 3:21:11 PM CDT
To: "clittle13@gmail.com" <clittle13@gmail.com>
Subject: Re: Estimates for 101 N. Travis St., Sherman, TX

Just Jen Roofing
112 Reece Ln
Trenton TX 75490

To whom it may concern,

Clint sent an e-mail yesterday evening asking my opinion of bids and for an apple to Apple comparison of the bids. The bids that were sent to me we're go a "2 ply, mop solid" system. The system relies on plastic cement to prevent leaks, which equals maintenance, as does the flood coat, (top coat) which is the same as is on the building now. A seal coat is recommended, if not required, every 2-3 years

If TPO is not financially feasible right now, I would recommend repairing rotten decking (which is missing on all 4 bids), filling in low spots where possible, and installing a modified bitumen torch down roof.
Price is as follows:
App. 6700 sq ft- $26,800.00
App. 3700 sq ft- $14,800.00
App. 3000sq ft- $12,000.00
Repair only- $1,200.00
The maintenance is substantially less with this system and will last far longer.
Sent from my iPhone

Free Estimates

Asphalt Construction

PROPOSAL AND CONTRACT

To [illegible] Date [illegible]

Address [illegible] Phone [illegible]

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

	DESCRIPTION
PRIVATE DRIVE	[illegible]
CITY STREETS	[illegible]
PARKING LOT	[illegible]
ASPHALT & GRAVEL	[illegible]
HOT MIX ASPHALT	
SEAL COAT	

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of [illegible] Dollars $ [illegible]

Payment due in full when completed.

Any alterations or deviations from the above specifications involving extra cost of materials or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Contractors not responsible for grass or weed growth.

CONTRACTOR [illegible]

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which property owner/manager agrees to pay the amount stated in said proposal, and according to the terms thereof.

ACCEPTED:

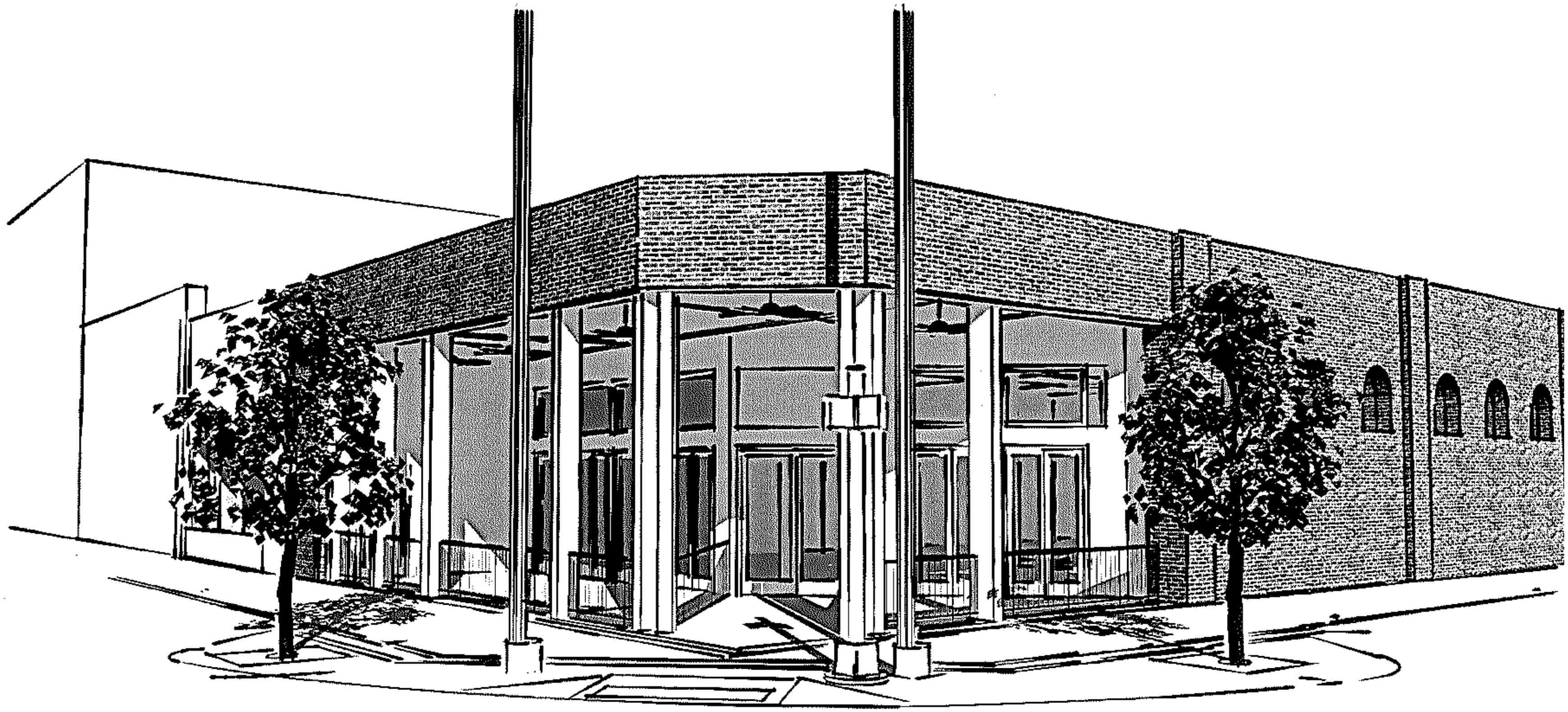
Date ______________ 20___ ______________

Also spoke with D's Striping and Power Wash and received verbal estimate of $500 to cover any and all potential striping/stenciling needs

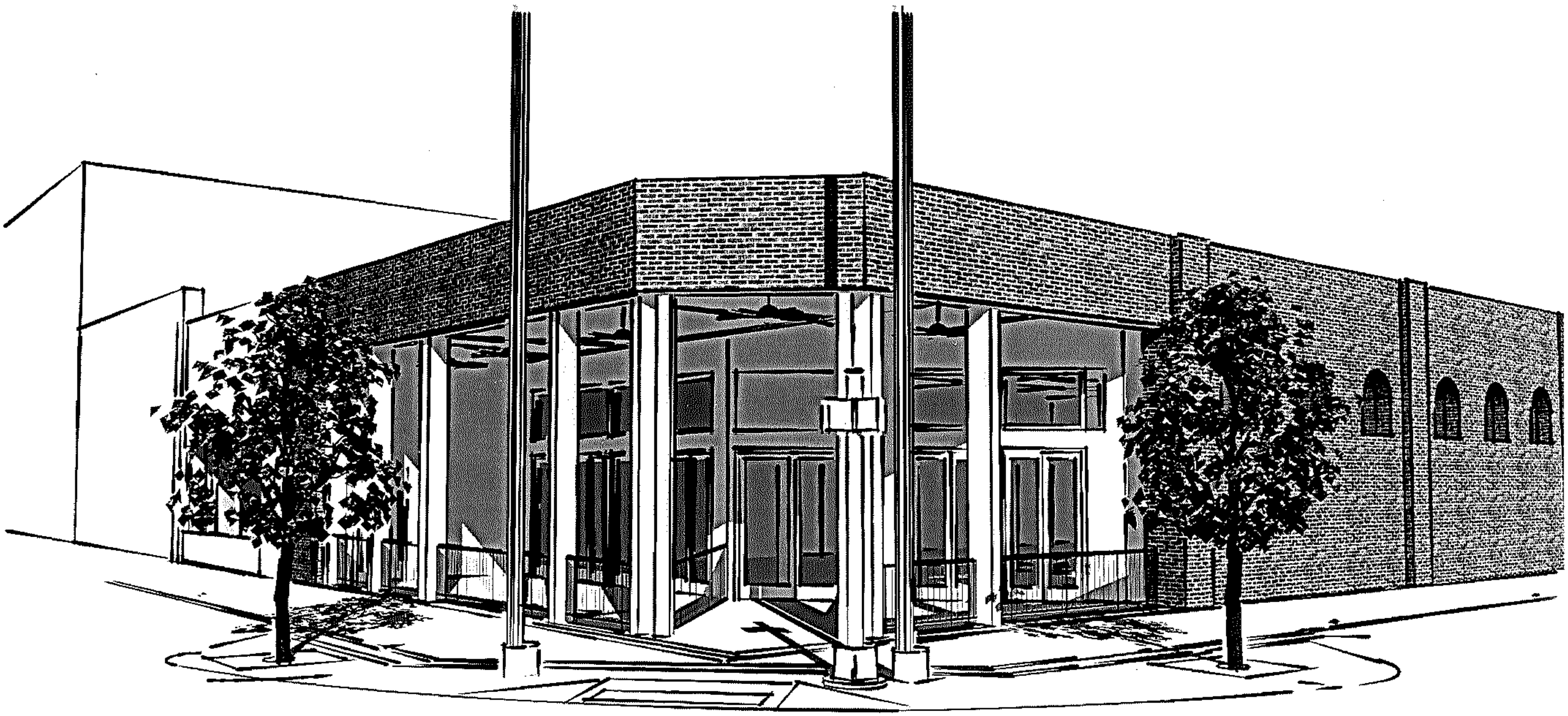
GRAYSON CAPITAL, LLC

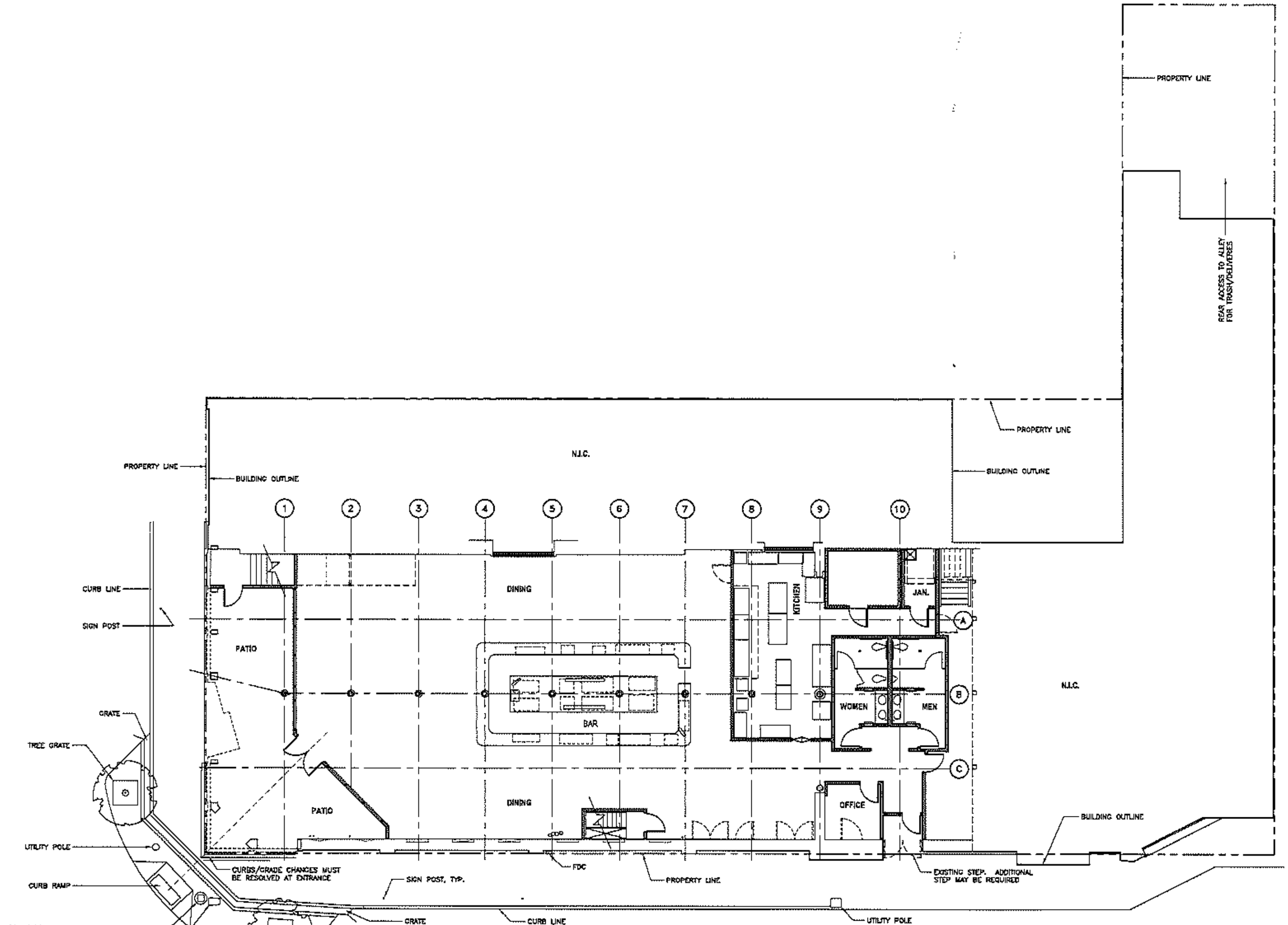
101 N. TRAVIS STREET

ATTACHMENT E – ARCHITECTURAL DRAWINGS



Architect's perspective of 101 North Travis after the removal of storefront, stucco and metal siding; and the construction of proposed patio space with wall of doors/windows separating patio from interior space. Note the historic windows on the Houston Street (south) side of the building which can be seen in the oldest historic photo. Also note the return of the front entrance to a 45 facing the Courthouse which is the original orientation of the front door as seen in the historic photos.





1 OVERALL BUILDING/SITE PLAN

SCALE: 1/8" = 1'-0"

Richard Wright Architects

PRELIMINARY - FOR REVIEW ONLY

Restaurant

101 N. Travis
Sherman, Texas 75090

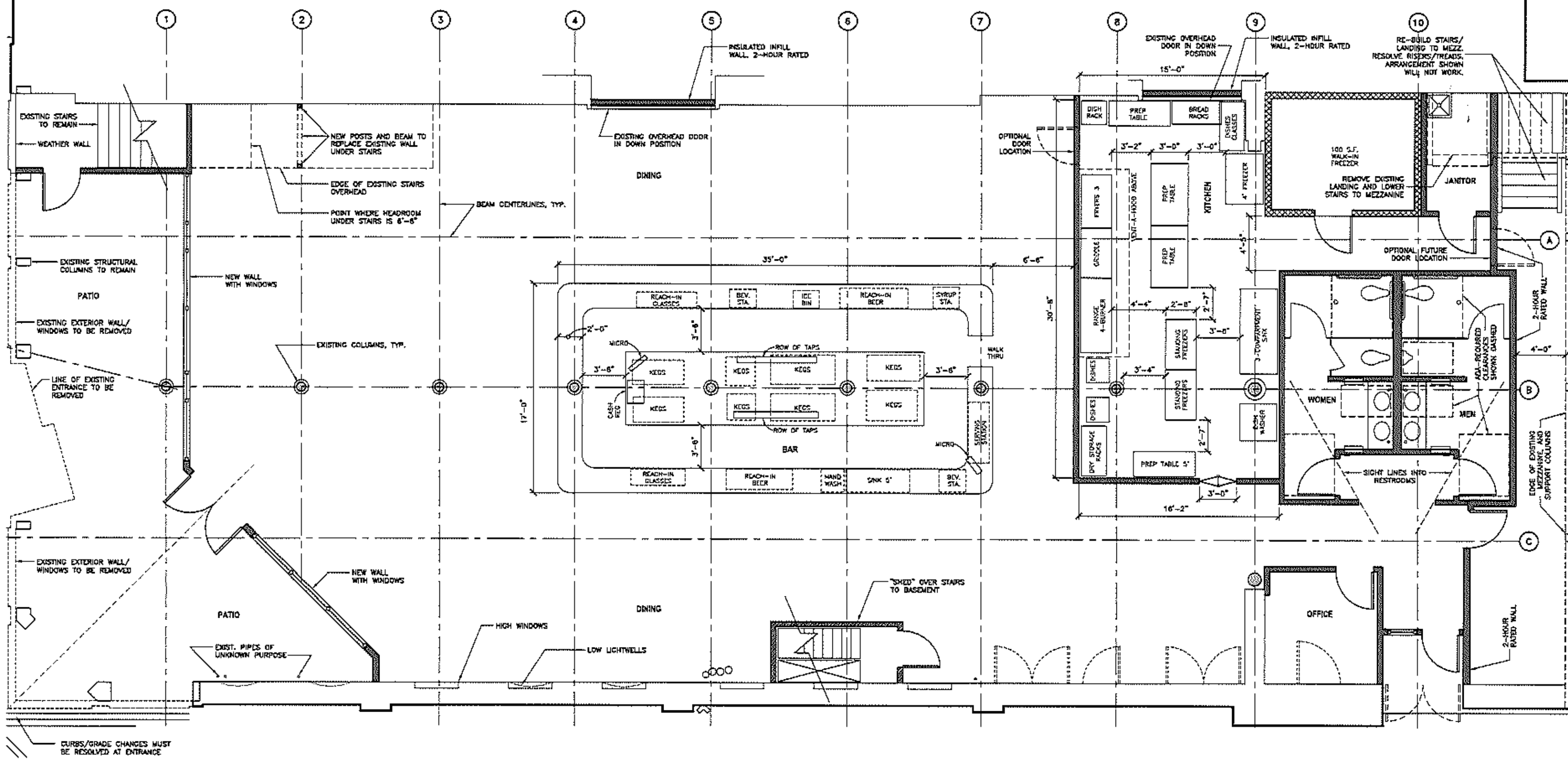
Drawn By	LC
Checked By	RWW
Revisions	

Sheet Title
OVERALL BUILDING/ SITE PLAN

RWA Project Number	14030
Date	08-20-14
Sheet No.	A-1

Richard Wright Architects

PRELIMINARY- FOR REVIEW ONLY



1 RESTAURANT FLOOR PLAN

SCALE: 1/4"=1'-0"

PLAN NORTH

TRUE NORTH

0 5' 8'

SCALE: 1/4" = 1'-0"

Restaurant

101 N. Travis

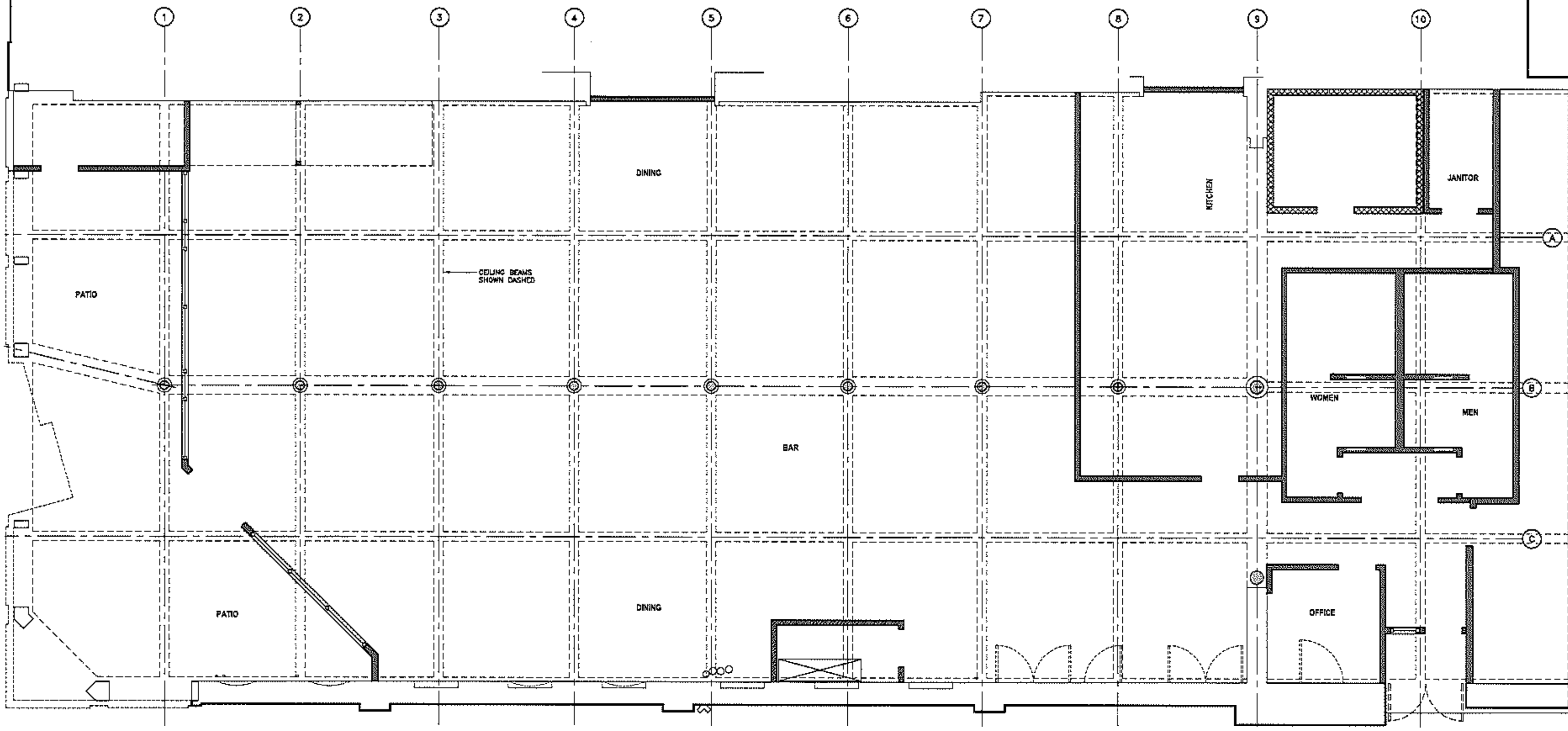
Sherman, Texas 75090

Drawn By	LC
Checked By	RWW
Revisions	

Sheet Title

RESTAURANT FLOOR PLAN

RWA Project Number	14039
Date	08-23-14
Sheet No.	A-2



1 **RESTAURANT CEILING BEAM PATTERN**
SCALE: 1/4"=1'-0"

PLAN NORTH
TRUE NORTH
SCALE: 1/4" = 1'-0"

Richard Wright Architects

PRELIMINARY- FOR REVIEW ONLY

Restaurant
101 N. Travis
Sherman, Texas 75090

Drawn By	LC
Checked By	RWW
Revisions	

Sheet Title
RESTAURANT
CEILING BEAM PATTERN

RWA Project Number	14030
Date	03-23-14
Sheet No.	A-3


KRESS

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

101 North Travis St

N

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 2.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5921***

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Project Sears Lift Station Relief Sewer; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

Issue:

To consider granting authority to negotiate for property rights on the City's Sears Lift Station Relief Sewer and, if necessary, to begin condemnation proceedings

Background:

Sears Lift Station Relief Sewer was previously approved and budgeted. The proposed sewer route is being resisted by one or more property owners. An appraiser has been obtained and has completed appraisals of the easement areas, which have been submitted to the property owners. It is anticipated that these property owners may not execute easements for this project in a timely manner. To prevent any undue delay in the project, City Council's authorization to negotiate, make final offers and, if necessary, begin condemnation proceedings as required by law is requested.

Origination:

Director of Utilities

Financial Consideration:

Property acquisition costs, along with costs for appraisals, surveys, maps and photos

Staff Recommendation:

Staff recommends approval

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 5921

CIP Sheet with Location Map

RESOLUTION NO. 5921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECT SEARS LIFT STATION RELIEF SEWER; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; 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 has previously authorized the employment of Freeman-Millican, Inc. to plan for the construction of the Sears Lift Station Relief Sewer Project; and

WHEREAS, this project was recommended by the City Staff in order to upgrade sewer service for the City and recommended the acquisition of all necessary property rights; and

WHEREAS, the City Council has considered the Sears Lift Station Relief Sewer Project and has determined that a public purpose and public necessity exists for the acquisition of all necessary and appropriate property rights for the Sears Lift Station Relief Sewer Project; and

WHEREAS, the City Council has funded and approved the Sears Lift Station Relief Sewer Project;

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

SECTION 1. That the City Council hereby finds and determines that a public purpose and public necessity exists for the City of Sherman to acquire all necessary and appropriate property rights in those certain lots, tracts, or parcels of land deemed necessary for the construction of the Sears Lift Station Relief Sewer Project and does further determine the public purpose and public necessity of the City of Sherman acquiring said property together with all necessary and appropriate appurtenances, additions and improvements on, over, under and through those certain lots, tracts and parcels of land.

SECTION 2. That the City Manager or his designee is authorized and directed to acquire all appropriate property rights for the Sears Lift Station Relief Sewer Project for the City of Sherman, and to acquire said rights in compliance with State and Federal law. The City Manager, or his designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts and, when necessary, to institute proceedings in eminent domain.

SECTION 3. That the City Manager or his designee is hereby appointed as "negotiator" for the acquisition of the Sears Lift Station Relief Sewer Project property and, as such, the City Manager or his designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference. Subject to the availability of funds appropriated by the City Council for such purposes and with the advice and recommendation of the City Attorney and the City's appointed appraiser, the City Manager is specifically authorized to establish the just compensation for the acquisition of this property. If the City Manager or his designee determines that an agreement with the property owner(s) as to just compensation cannot be reached, then the City Attorney is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interest in the property.

SECTION 4. That a qualified appraiser shall be designated the appraiser of the property to be acquired as necessary.

SECTION 5. That the findings of fact, recitations and provisions set out in the preamble of this resolution are adopted and made a part of the body of this resolution, as if the same were fully set forth herein.

SECTION 6. 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 _________________, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ___________________________
LINDA ASHBY,
CITY CLERK

BY: ___________________________
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: ___________________________
BRANDON S. SHELBY,
CITY ATTORNEY

PROJECT YEAR: 2014-2015

PROJECT NAME: Reconfigure Sears Lift Station to Gravity Sewer

DESCRIPTION: Construct lift station improvements resulting from recommendations of lift station study.

ESTIMATED COST: $1,650,000

ESTIMATED O&M COST: N/A

PROPOSED FINANCING: Utility Improvement Fund - Bond

PROJECT NECESSITY: A recent lift station study determined Sears Lift Station is at the end of its useful life. The City will replace the lift station with gravity sewer.

DEPARTMENT/DIRECTOR: Director of Utilities, Mark Gibson

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **C. 3.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5922***

Authorizing Execution of an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks Lift Station and Electrical Upgrade Improvements

Issue:

To consider an amendment to increase the fee for professional engineering services with Freeman-Millican, Inc. for the Headworks Lift Station and Electrical Upgrade Improvements at the City's Wastewater Treatment facility

Background:

The current Capital Improvement Program contains a project to construct a new Headworks and Lift Station at the City's Wastewater Treatment facility. Freeman-Millican, Inc. has been retained as the engineer for these improvements. The staff is proposing an increase in the scope of the project to optimize the project elements and to provide larger switchgear and electrical services to serve a future effluent reuse project that would be located near this site.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for the design of the project will be increased by $46,622.00 to a revised fee of $385,922.00. The increased fee has been included in the bonding proposal of the Greater Texoma Utility Authority (GTUA). This project is funded through the GTUA.

Staff Recommendation:

It is recommended that the amendment to the contract for professional engineering services with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks and Lift Station construction be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5922

Amendment

RESOLUTION NO. 5922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION AND ELECTRICAL UPGRADE IMPROVEMENTS; 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 an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks Lift Station and electrical upgrade improvements in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

BY: ______________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

AMENDMENT 1 TO AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

This is an amendment to the November 22, 2013 contract for professional services between the City of Sherman, Texas (OWNER) and Freeman - Millican, Inc., a Texas Corporation (ENGINEER). The contract is for engineering services are for **Wastewater Treatment Plant (WWTP) Head Works Lift Station and Electrical Upgrade Improvements.** The following additions to the contract are hereby approved by both parties to the contract:

1. SCOPE OF WORK – Expand the scope of work to include the following:

    a. Engineering services to modify and replace the grit/sewer line to include all other sewer flows back to the head works lift station.

    b. Engineering services to provide a concrete vault with accessories for the force main 24" diversion valve.

    c. Engineering services to review condition of aeration basin 48" overflow line and include lining for the pipeline to prevent further deterioration caused by sewer gases.

    d. Engineering services to provide new variable frequency drives with harmonic filters for the lift station pumps.

    e. Engineering services to provide for larger electrical services and larger switchgear to provide for WWTP effluent reuse project.

2. EXHIBIT 1, SECTION 5.1.1

    a. Additional compensation for the engineering services outlined above shall be a lump sum fee of $46,622.00.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of December_______, 2014.

OWNER:

____
Mr. George Olson, City Manager

ENGINEER:

____
Richard Dormier, P.E.
Vice President

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **C. 4.**

Meeting Date: 12/01/2014

Prepared By: Otis Henry, Police Chief

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5923***

Authorizing the Purchase of Four Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

Authorizing the purchase of four (4) Chevrolet Tahoe Police Package Vehicles from Caldwell Country via the BuyBoard contract price #430-13

Background:

The Sherman Police Department, as part of its program to maintain a serviceable emergency use ready fleet of patrol vehicles, has budgeted for the purchase of four (4) Chevrolet Tahoes in fiscal year (FY) 2014-2015. The budgeted cost for the purchase of these four (4) vehicles is $118,564.00. This total excludes the cost of equipment for the vehicles which will be purchased later from a different vender at a total cost of about $40,000.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Sherman Police Department

Financial Consideration:

Funds for this purchase are being committed out of the City of Sherman's FY 2014-2015 budget. The total budgeted amount in FY 2014-2015 for this vehicle purchase is $118,564.00 for all four (4) vehicles.

Staff Recommendation:

It is recommended that the Council authorize the purchase of the four (4) Chevrolet Tahoes on BuyBoard contract #430-13.

Alternatives:

There are no reasonable alternatives at this time.

Attachments

Resolution No. 5923
Vehicle Quote
BuyBoard Agreement

RESOLUTION NO. 5923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF FOUR CHEVROLET TAHOE POLICE PATROL VEHICLES FOR THE SHERMAN POLICE DEPARTMENT FROM CALDWELL COUNTRY THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard) four (4) Chevrolet Tahoe Police Package Vehicles at a total price of One Hundred Eighteen Thousand Five Hundred and Sixty-Four Dollars and No Cents ($118,564.00), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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

PASSED AND APPROVED on this the _____ day of ________________, 2014.

CITY OF SHERMAN, TEXAS

BY ____________________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVES AS TO FROM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY
CITY ATTORNEY

QUOTE# 001 **CONTRACT PRICING WORKSHEET**

End User: CITY OF SHERMAN	Contractor: CALDWELL COUNTRY
Contact Name: OTIS HENRY JARENA CAPPS	CALDWELL COUNTRY
Email: OTISH@CI.SHERMAN.TX.US JARENAC@CI.SHERMAN.TX.US	Prepared By: Averyt Knapp
Phone #: 903-892-7249 903-892-7397	Email: aknapp@caldwellcountry.com
Fax #: 903-892-7395	Phone #: 800-299-7283 or 979-567-6116
Location City & State: SHERMAN, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 7, 2014	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2015 CHEVROLET TAHOE PPV CC15706

A Base Price ($28,778) & Options:	$29,541

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, 5.3LV8-FFV, 6-SPD AUTOMATIC, REAR WHEEL DRIVE, FRONT/REAR AIR CONDITION, LH SPOTLIGHT, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, REAR DEFOGGER, KEYLESS ENTRY, FULL SIZE SPARE TIRE, AM/FM-CD, RUNNING BOARDS, DEEP TINT GLASS, DUAL BATTERIES, SINGLE KEY FLEET (6E2), REAR VIEW CAMERA & SENSORS, DELIVERY	763			
	GM WARRANTY 5YR/100,000 POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
		INCL		CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$29,541
Quantity Ordered X	4
Subtotal E	$118,164
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD $400 PER PURCHASE ORDER	$400
G. Color of Vehicle: BLACK	
H. Total Purchase Price (E+F)	$118,564

Estimated Delivery Date:	45-75 DAYS APPX

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT for the Texas Local Government Purchasing Cooperative

RECEIVED JUL 1 5 '11

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

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

GENERAL PROVISIONS

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

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

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

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 5.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5924***

Authorizing the Purchase of a Flat Bed Dump Truck for the Utility Maintenance Department from Southwest International Trucks, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a flat bed dump truck through the BuyBoard

Background:

The Utility Maintenance Department has scheduled the replacement of a flat land dump truck due to years of service, high mileage, and increasing maintenance costs. Existing vehicle 561, a 1996 model Ford F800 truck, will be replaced.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Utilities Administration

Financial Consideration:

The truck is available through the BuyBoard. The cost of this vehicle is $77,953.53. Adequate funds to purchase this piece of equipment are available in the Utility Maintenance budget.

Staff Recommendation:

It is recommended that the staff be authorized to acquire the flat bed dump truck through the Buyboard.

Alternatives:

As may be recommended by the Council

Attachments

Resolution No. 5924
Fleet Recommendation
BuyBoard Contact Pricing Worksheet
BuyBoard Agreement

RESOLUTION NO. 5924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A FLAT BED DUMP TRUCK FOR THE UTILITY MAINTENANCE DEPARTMENT FROM SOUTHWEST INTERNATIONAL TRUCKS, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Southwest International Trucks, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) one (1) Flat Bed Dump Truck at a total price of Seventy-Seven Thousand Nine-Hundred and Fifty-Three Dollars and fifty-three Cents ($77,953.53), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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

PASSED AND APPROVED on this the _____ day of ________________, 2014.

CITY OF SHERMAN, TEXAS

BY ___________________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________

LINDA ASHBY, CITY CLERK

APPROVES AS TO FROM AND CONTENT:

BY: ______________________________

BRANDON S. SHELBY
CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

Memorandum

DATE: **November 11, 2014**

TO: **Mark Gibson, Director of utilities**

CC: Mary Lawrence, Controller
Teddy Simpson, Utility Maintenance Supervisor
Joe Gregory, Utility Services Clerk

FROM: Daryl Baker, Utility Field Superintendent

SUBJECT: **2014-2015 Fleet Recommendation**
Department 7720

The Utility Maintenance Department has been approved in this year's budget to purchase a new Backhoe Excavator and a Flat Bed Dump Truck. We have checked on pricing through HGACBuy and Texas Local Government Purchasing Cooperative.

We had budgeted $95,000.00 for the Excavator and received a price of $96,583.00 (HGAC) on the Dump Truck we budgeted $77,500.00 and received a price of $77,953.53 (TLGPC), we did work through the local International Harvest dealership in Sherman for the Dump Truck and they went through (TLGPC).

We would like to request that these items be placed on the agenda for approval at the next available Council meeting.

Attachments: HGACBuy pricing sheet
Excavator Specifications
TLGPC pricing sheet
Dump Truck Specifications

Texas Local Government Purchasing Cooperative

PRICING WORKSHEET

Buying Agency: City of Sherman		Date Prepared	10/20/2014
Southwest International Trucks		Contract 430-13	
Product Description: 2015 International 4300M7 flat bed dump			
		4300M7 is base chassis	
Contact Person: Teddy Simpson		Item: Base Chassis Bid	$ 53,343.33
B: Options	Option cost is 80% of MSRP		
front tow hooks	58.40	Allison 2500 RDS 5 spd auto trans	3,187.20
HD frame rails	412.00	synthetic trans oil	120.80
license plate holder	23.20	Dana 21K rear axle	128.80
Wheelbase	219.20	23,500 rear springs	106.40
10,000 Dana front axle	329.60	synthetic rear axle lube	73.60
10,000 front springs	93.60	silicone heater hoses	62.40
Air Brake ABS system	814.40	allison temp gage	38.40
16.5 x 5 front brakes	212.00	air conditioner	658.40
air compressor, Cummins	55.20	8.25 x 22.5 x 0.472" HD F&R wheels	402.40
cigar liter	14.40	Continental 11R22.5 HSR2 14ply front	180.80
body builder wiring	80.00	Continental HDR2 11R22.5 14 ply rear	595.20
Panasonic AM FM radio	244.00	towing warranty- 60 month unlimited miles	490.00
jump start stud	102.40	upgrade to 4300DT	3,329.60
air horn	75.20		
toggle switch for work light	33.60		
circuit breakers	79.20		
bug screen	104.80		
Cummins ISB 240 hp/560 torq	-1,472.80		
Borg Warner fan drive	80.80		
engine remote control	36.00		
Subtotal Column 1:	$ 1,595.20	Subtotal Column 2:	$9,374.00
Total Options			$ 10,969.20
CHASSIS WITH FACTORY OPTIONS			$ 64,312.53
TOTAL BODY PRICE	See attached body spec sheet		
	Red River flat bed dump		$12,985.00
Additional Options:			
Buy Board Fee			400.00
Transportation			0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit			256.00
This price is good for trucks ordered by November 30th, 2014			
		TOTAL BUY BOARD PRICE	$77,953.53
Calvin Lewis			
Southwest International Trucks-Mckinney			
Mckinney, Texas, 75070			
Fax# 972-629-3601			
Office# 972-629-3608			
E-mail Address: calvin.lewis@swit-tx.com			
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.			
We will order your truck when we receive notification from the Buy Board of your purchase order.			
Thank you,			
Calvin Lewis			

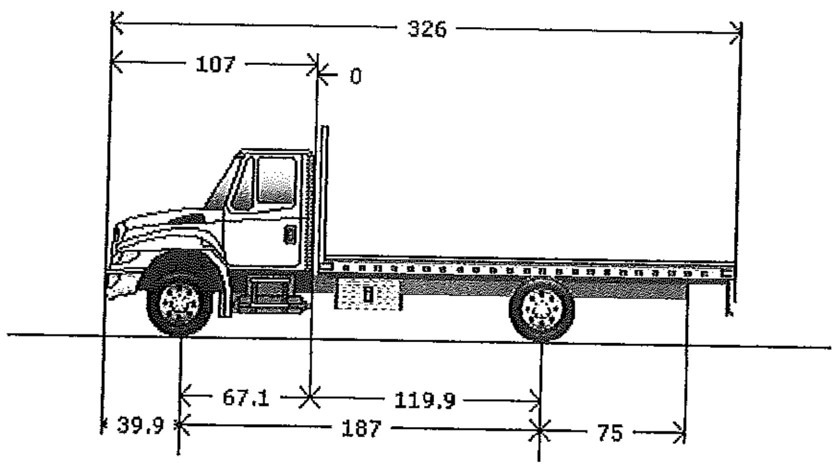
INTERNATIONAL®

October 20, 2014

Prepared For:
Sherman Texas, City Of
MICHAEL SPRINGER
400 N Rusk St.
Sherman, TX 75090-5858
(903)267 - 2414
Reference ID: N/A

Presented By:
SOUTHWEST INTL TRKS INC
Tom E Claiborne
2401 E PIONEER PKWY
ARLINGTON TX 76010 -
(817)461-2931

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2015 4300 SBA 4X2 (MA025)

APPLICATION:	Flat Dump
MISSION:	Requested GVWR: 31000. Calc. GVWR: 31000 Calc. Start / Grade Ability: 21.38% / 1.51% @ 55 MPH Calc. Geared Speed: 81.2 MPH
DIMENSION:	Wheelbase: 187.00, CA: 119.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins ISB 240} EPA 10, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1002I} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060S} Single Reduction, Hypoid Gearing, 21,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.29
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 187.00 Wheelbase, 119.90 CA, and 75.00 Axle to Frame.	6182/2790	8972
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 420.0" (10668mm) Maximum OAL	76/281	357
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	0/0	0
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
2AGM	AXLE, FRONT NON-DRIVING {Dana Spicer E-1002I} I-Beam Type, 10,000-lb Capacity	25/0	25
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers	66/0	66
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	97/33	130
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	0/0	0
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/6	6
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	165/0	165
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/211	211
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	62/-2	60
5AAA	STEERING COLUMN Stationary	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M-100} Power	25/0	25
7BEM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	140/58	198
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/ Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MEP	BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1300CCA Total	0/0	0
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input	2/0	2
8VAY	HORN, ELECTRIC Disc Style	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8WBW	JUMP START STUD Remote Mounted	2/0	2
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
9HAD	GRILLE Chrome	0/0	0
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-64/-11	-75
12EES	ENGINE, DIESEL {Cummins ISB 240} EPA 10, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)	-729/-38	-767
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler	35/-4	31
12VBR	AIR CLEANER With Service Protection Element	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB Engines	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
12XAS	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; ISB Engines	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB Engines	0/0	0
13ASP	TRANSMISSION, AUTOMATIC {Allison 2500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder	0/0	0
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
13WYV	SHIFT CONTROL PARAMETERS Allison 1000 or 2000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)	0/0	0
14AET	AXLE, REAR, SINGLE {Dana Spicer 21060S} Single Reduction, Hypoid Gearing, 21,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.29	0/25	25

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/66	66
15SGJ	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	0/0	0
15WDH	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Back of Cab	40/25	65
16030	CAB Conventional	0/0	0
16400	SEAT, PASSENGER Omit Item	0/0	0
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16JXG	SEAT, FRONT BENCH {National} Full Width; Vinyl, With Fixed Mid Back	0/0	0
16SDJ	MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Black Heads, Brackets & Arms	0/0	0
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	66/5	71
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0
27DRN	WHEELS, FRONT {Accuride} DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	8/0	8
28DRN	WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	0/15	15
7372135415	(2) TIRE, FRONT 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply	62/0	62
7372135423	(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	0/184	184
	Cab schematic 100GA		
	Location 1: 9219, Winter White (Std)		
	Chassis schematic N/A		
	Services Section:		
40109	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2014 or Later, CTS-2475O	0/0	0
40KMK	SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $275 (USA) Maximum Benefit per Incident	0/0	0
	Total Component Weight:	6292/3666	9958

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 1 5 '71

for the

Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

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

GENERAL PROVISIONS

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

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

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

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No. C. 6.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5925***

Authorizing the Purchase of an Excavator for the Utility Maintenance Department from Associated Supply Company through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider approval of a resolution to purchase an Excavator through the Houston-Galveston Area Council of Governments (H-GAC) for use within the Utility Maintenance Department

Background:

The Utility Maintenance Department has scheduled the replacement of a 2000 model backhoe (Vehicle No. 562) due to years of service, high mileage, and increasing maintenance costs.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination:

Department of Utilities Administration

Financial Consideration:

The excavator is available through the H-GAC. The cost of the excavator is $96,583.00. Funds for this piece of equipment were appropriated in the fiscal year 2014-2015 Utility Maintenance budget.

Staff Recommendation:

It is recommended that staff be authorized to to acquire the excavator through the H-GAC.

Alternatives:

As directed by City Council

Attachments

Resolution No. 5925

Fleet Recommendation

H-GAC Contract Price Worksheet

RESOLUTION NO. 5925

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AN EXCAVATOR FOR THE UTILITY MAINTENANCE DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Associated Supply Company through the Houston-Galveston Area Council of Govenments (H-GAC) one (1) Excavator at a total price of Ninety-Six Thousand and Five-Hundred and Fifty-Eight Dollars and Zero Cents ($96,583.00), in accordance with the provisions of the H-GAC proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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

PASSED AND APPROVED on this the _____ day of ________________, 2014.

CITY OF SHERMAN, TEXAS

BY ____________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVES AS TO FROM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY
CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

Memorandum

DATE: **November 11, 2014**

TO: **Mark Gibson, Director of utilities**

CC: Mary Lawrence, Controller
Teddy Simpson, Utility Maintenance Supervisor
Joe Gregory, Utility Services Clerk

FROM: Daryl Baker, Utility Field Superintendent

SUBJECT: **2014-2015 Fleet Recommendation**
Department 7720

The Utility Maintenance Department has been approved in this year's budget to purchase a new Backhoe Excavator and a Flat Bed Dump Truck. We have checked on pricing through HGACBuy and Texas Local Government Purchasing Cooperative.

We had budgeted $95,000.00 for the Excavator and received a price of $96,583.00 (HGAC) on the Dump Truck we budgeted $77,500.00 and received a price of $77,953.53 (TLGPC), we did work through the local International Harvest dealership in Sherman for the Dump Truck and they went through (TLGPC).

We would like to request that these items be placed on the agenda for approval at the next available Council meeting.

Attachments: HGACBuy pricing sheet
Excavator Specifications
TLGPC pricing sheet
Dump Truck Specifications

HGACBuy **CONTRACT PRICING WORKSHEET** For Standard Equipment Purchases

Contract No.:	EM06-13	Date Prepared:	10/20/2014

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Sherman	Contractor:	Associated Supply Company
Contact Person:		Prepared By:	Carman Fortenberry
Phone:		Phone:	940-372-0072
Fax:		Fax:	
Email:		Email:	cfortenberry@ascoeq.com

Product Code:	07A	Description:	Case CX75C T4 Minimum Swing Excavator w/ Dozer Blade - Base Unit

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $81,364.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Off-Set Boom	$5,858.00
		6'10" Arm	$1,124.00
		Standard Track - 18"	N/C
		Rear Camera	$452.00
		Auxiliary Hydraulics (Hammer)	$3,212.00
		36" Dirt Bucket	$1,548.00
		18" Dirt Bucket	$1,063.00
		Control Pattern Selector Valve	$1,017.00
		Cab Radio	Std
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$14,274.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$95,638.00	=	Subtotal D:	$95,638.00

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Factory Freight	$700.00
		Delivery to City	$200.00
		Subtotal E:	$900.00

Delivery Date:	90-120 Days	**Total Price**	$96,538.00

CASE CONSTRUCTION

CX75C

MSR EXCAVATOR – STANDARD & OFFSET BOOM TIER 4 FINAL CERTIFIED

PRELIMINARY

ENGINE

Model	Isuzu AP-4LE2X, Tier 4 Final Certified
Type	Water-cooled, 4-cycle. Turbo-charged w/ air-cooled intercooler w/ DOC
Cylinders	4-cylinder in-line
Displacement	133 in³ (2.2 L)
Bore/Stroke	3.35 x 3.78 in (85 x 96 mm)
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable, full flow spin-on cartridge
Air filter	Dry type element w/ warning indicator
Oil filter	Replaceable, full flow spin-on cartridge
Engine oil operating angle ratings:	
Side-to-side	Rated 35°
Fore and aft	Rated 35°
Net horsepower @ 2000 RPM – SAE J1349:	55.2 hp (41.2 kW)
Net max. torque @ 1800 RPM – SAE J1349:	147 lb·ft (199 N·m)
Cooling	110° to -13° F (43° to -25° C) @ 55% concentration

POWERTRAIN

Travel control	Dual stage relief/ counter balance design
Brakes	Mechanical disc
Service brakes	SAHR disc – each motor
Travel speeds:	Forward/Reverse
Low	2.1 mph (3.3 kph)
High	3.2 mph (5.1 kph)
Gradeability	70% (35°)
Drawbar pull	13,500 lb (60 kN)

ELECTRICAL

Voltage	24 Volts
Alternator rating	50 amp
Battery	2 x 12 Volt
Reserve capacity	64 Ah/5 hour
Work lights	24 Volt
1 boom	70 watt
1 upper	70 watt

OPERATOR ENVIRONMENT

FOPS Level 1 cab top guard; Pressurized cab; One-touch lock front window; AC/heat/defrost w/ auto climate control; 6 watt interior dome light; Mechanical-suspension cloth seat; Adjustable armrests; Low-effort joystick controls; Controls pre-wired for auxiliary; Blade control lever; AM/FM radio w/ antenna and 2 speakers; Anti-theft start code system; Rubber floor mat; 12-volt electric socket; 24-volt cigarette lighter; External rear view mirrors; Windshield wiper/washer; Cup holder; Storage compartments; Travel alarm w/ cancel switch; One key start and lock-up; Built-in full-color LCD monitor; Safety glass for all windows; Polycarbonate roof hatch.

Air conditioner output	13,490 BTU/hr
Heater output	12,900 BTU/hr
Sound level inside cab – ISO6395	73.0 dBa

OPERATING WEIGHT

Operating weight – std.	16,200 lb (7350 kg)
Operating weight – offset	18,100 lb (8210 kg)
Standard version:	
w/ shoes	1 ft 6 in (0.45 m)
w/ boom	12 ft 8 in (3.87 m)
w/ arm	5 ft 7 in (1.69 m)
w/ bucket	460 lb (210 kg)
w/ dozer blade	7 ft 7 in (2.32 m)
w/ counterweight	2,140 lb (970 kg)
w/ operator/full fuel/standard equipment	

HYDRAULICS

System design	Open center
Main pumps	Two variable displacement/ axial piston w/ regulating system
Max. rated flow	2 x 1,936 gpm (2 x 74 L/min)
System pressures:	
Boom, arm and bucket	4,264 psi (294 bar)
Travel circuits	4,264 psi (294 bar)
Swing circuits	3,278 psi (226 bar)
Pilot pump	1 x gear design
Max. capacity	4.8 gpm (18 L/min)
Controls	w/ boom/arm holding valve
Right track travel, bucket, boom and arm acceleration.	Four-spool valve
Left track travel, auxiliary, swing, boom acceleration.	Five-spool valve
Swing motor	Fixed displacement axial piston
Swing final drive	Planetary gear reduction
Travel motor	Two-speed independent travel/axial piston

HYDRAULICS (cont.)

Boom cylinder	One (1)
Bore diameter	4.5 in (115 mm)
Rod diameter	3.0 in (75 mm)
Stroke	33.5 in (850 mm)
Arm cylinder	One (1)
Bore diameter	3.9 in (100 mm)
Rod diameter	2.6 in (65 mm)
Stroke	29.7 in (755 mm)
Bucket cylinder	One (1)
Bore diameter	3.3 in (85 mm)
Rod diameter	2.2 in (55 mm)
Stroke	26.2 in (665 mm)

SERVICE CAPACITY

Fuel tank	31.7 gal (120 L)
Hydraulic system	25.4 gal (96.3 L)
Hydraulic sump tank	31.7 gal (51 L)
Engine oil w/ filter	3.0 gal (11.5 L)
Swing drive	2.58 gal (9.7 L)
Final drive – each side	0.3 gal (1.1 L)
Cooling system	3.2 gal (12.2 L)

OTHER SPECIFICATIONS

Swing speed	0 – 9.5 RPM
Swing torque	12,500 lb·ft (17 000 N·m)
Swing brake	Mechanical disc
Undercarriage:	
Carrier rollers	1 per side
Track rollers	5 per side
Shoes – triple semi-grouser	39 per side
Shoe width – std.	17.7 in (450 mm)
Link pitch	6.1 in (154 mm)
Track:	
Chain	Grease lubricated/strutted
Adjustment	Hydraulic
Track guides	Single – offset boom
Boom – std.	12 ft 4 in (3.75 m)
Boom – offset	12 ft 9 in (3.89 m)
Arm options – std.	5 ft 7 in (1.71 m) 6 ft 11 in (2.12 m)
Arm options – offset	5 ft 9 in (1.75 m)

LIFT CAPACITIES

5 ft 7 in (1.69 m) Arm *Lift capacities calculated using a 460 lb (210 kg) bucket, 3,020 lb (1370 kg) counterweight operating in "Standard" Mode, blade down.*

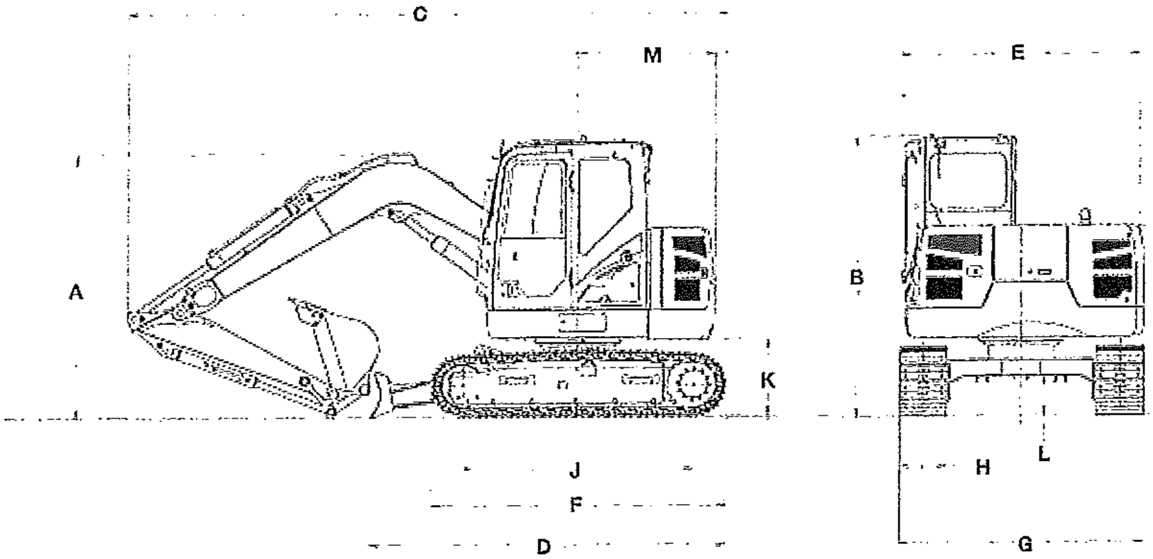
Load (Lift Point) Height	10 ft (3.05 m)		15 ft (5.57 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	@	END	SIDE
+20 ft (6.10 m)	3,570 lb (1619 kg)	3,570 lb (1619 kg)			12 ft 4 in (3.76 m)	2,700 lb (1225 kg)	2,700 lb (1225 kg)
+15 ft (4.57 m)	4,050 lb (1837 kg)	4,050 lb (1837 kg)	3,650 lb (1656 kg)	3,400 lb (1542 kg)	17 ft 4 in (5.28 m)	2,300 lb (1043 kg)	2,300 lb (1043 kg)
+10 ft (3.05 m)	5,500 lb (2495 kg)	5,500 lb (2495 kg)	4,200 lb (1905 kg)	3,300 lb (1497 kg)	19 ft 7 in (5.97 m)	2,250 lb (1021 kg)	2,050 lb (930 kg)
+5 ft (1.52 m)	7,350 lb (3334 kg)	5,900 lb (2676 kg)	4,850 lb (2200 kg)	3,100 lb (1406 kg)	20 ft 2 in (6.15 m)	2,400 lb (1089 kg)	1,850 lb (839 kg)
Ground-line	8,000 lb (3629 kg)	5,450 lb (2472 kg)	5,100 lb (2313 kg)	2,900 lb (1315 kg)	19 ft 5 in (5.92 m)	2,750 lb (1247 kg)	1,950 lb (885 kg)
-5 ft (-1.52 m)	7,450 lb (3379 kg)	5,400 lb (2449 kg)	4,700 lb (2132 kg)	2,850 lb (1293 kg)	17 ft 1 in (5.21 m)	3,600 lb (1633 kg)	2,350 lb (1066 kg)
-10 ft (-3.05 m)	5,150 lb (2336 kg)	5,150 lb (2336 kg)			12 ft 9 in (3.89 m)	3,450 lb (1565 kg)	3,450 lb (1565 kg)

Offset Boom with 5 ft 9 in (1.75 m) Arm *Lift capacities calculated using a 460 lb (210 kg) bucket, 3,020 lb (1370 kg) counterweight operating in "Standard" Mode, blade down.*

Load (Lift Point) Height	10 ft (3.05 m)		15 ft (6.57 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	@	END	SIDE
+20 ft (6.10 m)	3,550 lb (1610 kg)	3,550 lb (1610 kg)			12 ft 10 in (3.91 m)	3,350 lb (1520 kg)	3,350 lb (1520 kg)
+15 ft (4.57 m)	3,800 lb (1724 kg)	3,800 lb (1724 kg)	3,450 lb (1565 kg)	3,300 lb (1497 kg)	17 ft 8 in (5.39 m)	3,150 lb (1429 kg)	2,400 lb (1089 kg)
+10 ft (3.05 m)	4,850 lb (2200 kg)	4,850 lb (2200 kg)	3,750 lb (1701 kg)	3,150 lb (1429 kg)	19 ft 11 in (6.07 m)	3,150 lb (1429 kg)	1,800 lb (816 kg)
+5 ft (1.52 m)	6,450 lb (2926 kg)	5,450 lb (2472 kg)	4,400 lb (1996 kg)	2,800 lb (1270 kg)	20 ft 6 in (6.25 m)	3,200 lb (1451 kg)	1,600 lb (728 kg)
Ground-line	7,200 lb (3266 kg)	4,800 lb (2177 kg)	4,550 lb (2064 kg)	2,550 lb (1157 kg)	19 ft 8 in (5.99 m)	3,250 lb (1474 kg)	1,600 lb (726 kg)
-5 ft (-1.52 m)	6,700 lb (3039 kg)	4,700 lb (2132 kg)	4,250 lb (1928 kg)	2,450 lb (1111 kg)	17 ft 5 in (5.31 m)	3,250 lb (1474 kg)	1,950 lb (885 kg)
-10 ft (-3.05 m)	4,800 lb (2177 kg)	4,800 lb (2177 kg)			13 ft 2 in (4.01 m)	3,200 lb (1451 kg)	3,150 lb (1429 kg)

6 ft 11 in (2.12 m) Arm *Lift capacities calculated using a 420 lb (191 kg) bucket, 3,020 lb (1370 kg) counterweight operating in "Standard" Mode, blade down.*

Load (Lift Point) Height	10 ft (3.05 m)		15 ft (5.57 m)		20 ft (6.10 m)		MAXIMUM REACH		
	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+20 ft (6.10 m)							15 ft 0 in (4.57 m)	2,900 lb (1315 kg)	2,900 lb (1315 kg)
+15 ft (4.57 m)			3,153 lb (1430 kg)	3,153 lb (1430 kg)			19 ft 3 in (5.87 m)	2,603 lb (1181 kg)	2,152 lb (976 kg)
+10 ft (3.05 m)	4,003 lb (1816 kg)	4,003 lb (1816 kg)	3,503 lb (1589 kg)	3,252 lb (1475 kg)			21 ft 4 in (6.50 m)	2,603 lb (1181 kg)	1,702 lb (772 kg)
+5 ft (1.52 m)	6,303 lb (2859 kg)	5,802 lb (2632 kg)	4,203 lb (1906 kg)	3,002 lb (1362 kg)	3,450 lb (1565 kg)	1,850 lb (839 kg)	21 ft 11 in (6.68 m)	2,753 lb (1249 kg)	1,552 lb (704 kg)
Ground-line	7,853 lb (3562 kg)	5,202 lb (2360 kg)	4,853 lb (2201 kg)	2,802 lb (1271 kg)	3,600 lb (1633 kg)	1,750 lb (794 kg)	21 ft 1 in (6.43 m)	3,103 lb (1407 kg)	1,602 lb (727 kg)
-5 ft (-1.52 m)	7,803 lb (3539 kg)	5,052 lb (2292 kg)	4,953 lb (2246 kg)	2,652 lb (1203 kg)			18 ft 9 in (5.72 m)	3,453 lb (1566 kg)	1,902 lb (863 kg)
-10 ft (-3.05 m)	6,603 lb (2995 kg)	5,102 lb (2314 kg)	3,903 lb (1770 kg)	2,702 lb (1226 kg)					



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

	5 ft 7 in (1.69 m) Arm	6 ft 11 in (2.12 m) Arm	5 ft 9 in (1.75 m) Arm Offset Boom
A. Overall height	9 ft 1 in (2.76 m)	9 ft 5 in (2.87 m)	9 ft 9 in (2.97 m)
B. Cab height	9 ft 1 in (2.76 m)	8 ft 10 in (2.70 m)	9 ft 1 in (2.76 m)
C. Overall length with attachment	18 ft 11 in (5.76 m)	19 ft 5 in (5.92 m)	19 ft 6 in (5.95 m)
D. Overall length without attachment	9 ft 4 in (2.85 m)	10 ft 9 in (3.28 m)	11 ft 2 in (3.41 m)
E. Width of upperstructure	7 ft 5 in (2.27 m)	7 ft 4 in (2.23 m)	7 ft 5 in (2.27 m)
F. Track overall length	9 ft 4 in (2.85 m)	9 ft 4 in (2.85 m)	9 ft 4 in (2.85 m)
G. Track overall width with 1 ft 6 in (0.45 m) shoes	7 ft 7 in (2.32 m)	7 ft 7 in (2.32 m)	7 ft 7 in (2.32 m)
H. Track shoe width	1 ft 6 in (0.45 m)	1 ft 6 in (0.45 m)	1 ft 6 in (0.45 m)
Track gage	6 ft 2 in (1.87 m)	6 ft 6 in (1.99 m)	6 ft 2 in (1.87 m)
J. Center to center – idler to sprocket	7 ft 3 in (2.21 m)	7 ft 3 in (2.21 m)	7 ft 3 in (2.21 m)
K. Upperstructure ground clearance	2 ft 6 in (0.75 m)	2 ft 5 in (0.75 m)	2 ft 6 in (0.75 m)
L. Minimum ground clearance	1 ft 2 in (0.36 m)	1 ft 2 in (0.36 m)	1 ft 2 in (0.36 m)
M. Rear tail swing radius	4 ft 3 in (1.29 m)	4 ft 0 in (1.24 m)	4 ft 3 in (1.29 m)
Dozer blade width	7 ft 7 in (2.32 m)	7 ft 7 in (2.32 m)	7 ft 7 in (2.32 m)
Dozer blade height	1 ft 6 in (0.45 m)	1 ft 6 in (0.45 m)	1 ft 6 in (0.45 m)
Operating weight*	16,200 lb (7350 kg)	17,846 lb (8095 kg)	18,100 lb (8210 kg)
Ground pressure	4.79 psi (0.33 bar)	5.07 psi (0.35 bar)	5.37 psi (0.37 bar)

*With 1 ft 6 in (0.45 m) track shoe, 460 lb (210 kg) bucket, 165 lb (75 kg) operator, full fuel and standard equipment.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 1.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** CHANGE ORDER NO. 1***

Old Settlers Trinity #1 Well Repair; Weisinger Incorporated; $56,932.84 Increase

Issue:

To consider approval of Change Order No. 1 for the Old Settlers Trinity #1 Well Repair project

Background:

Change Order No. 1 is a final, reconciliatory change order to adjust the final project quantities for the Old Settlers Trinity #1 Well Repair project. A suction basket and impeller from the old pump broke off and fell deep into the well. Fishing for these parts was necessary to clear the well. Additional well videos, fishing equipment and special equipment fabrications, jetting of the well, and acid treatment of the well added additional costs.

Origination:

Utility Administration

Financial Consideration:

The change order results in a $56,932.84 increase in the contract amount, yielding a final contract price of $185,235.84. Adequate funds are available in this Capital Improvement Program project to cover the additional costs.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

CITY OF SHERMAN
CONTRACT CHANGE ORDER

Contract No.______________ Date: November 17, 2014
Change Order No. 1 Project: Old Settlers Trinity #1 Well Repair

To: (Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Add 19 hrs Pump Pulling Activities & Mobilization Travel @ $235.00/hr		$4,465.00
2	Delete Bid Item	$6,000.00	
4	Delete Bid Item	3,000.00	
13	Weld 53 Lugs on Pipe @ $50.00/Lug		2,650.00
15	Add 12LF of SS Airline @ 2.32/LF		27.84
	Well Cleaning, Brushing, Jetting, Acid treatment, Fishing, Tools. Videos		58,790.00
Total		**$9,000.00**	**$65,932.84**

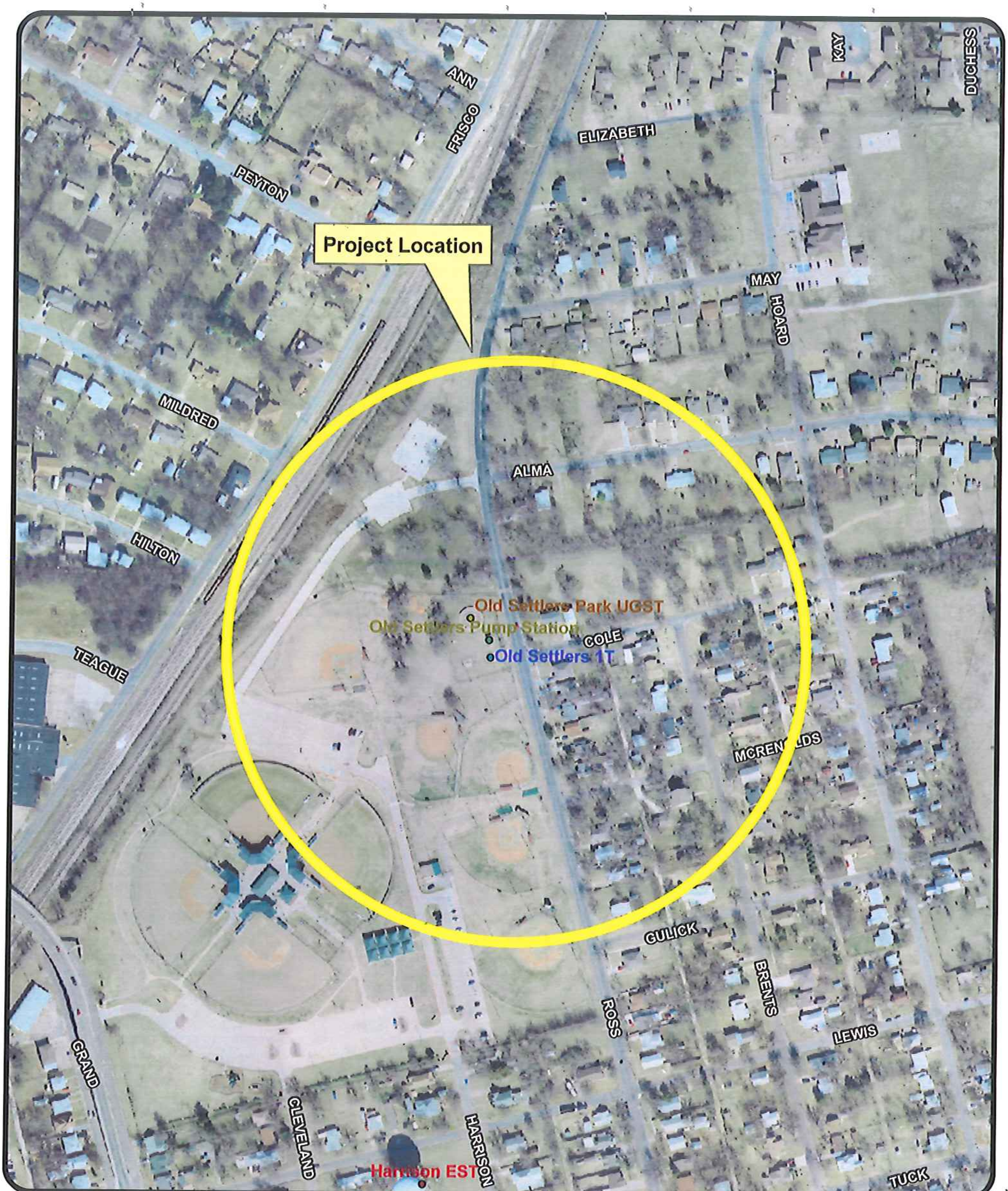
The sum of **$ 56,932.84** is hereby **added to** the total contract price, **$ 128,303.00** and the total adjusted contract price to date thereby is **$ 185,235.84** .

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By:_________________________________ Date:___________________________

Recommended By:_____________________________ Date: ___________________________
Mark Gibson, Director of Utilities & Engineering

Approved By:_________________________________ Date:___________________________
George Olson, City Manager



Sherman
CLASSIC TOWN. BROAD HORIZON.
ENGINEERING DEPARTMENT

Water Well Repairs 2013
Old Settlers 1T and Pump Station

N

1 inch = 300 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 2.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** CHANGE ORDER NO. 1***

Stephens Trinity #1 Well Repair; Weisinger Incorporated; $50,136.60 Increase

Issue:

To consider approval of Change Order No. 1 for the Stephens Trinity #1 Well Repair project

Background:

Change Order No. 1 is a final, reconciliatory change order to adjust the final project quantities for the Stephens Trinity #1 Well Repair project. Following the well repair, it was necessary to clean the well by wire brushing the screens and chlorinating the well. Additional rock was added to pack the well casing. Additional videos of the well were required during the processes.

Origination:

Utility Administration

Financial Consideration:

The change order results in a $50,136.60 increase in the contract amount, yielding a final contract price of $222,958.00. Adequate funds are available in the Capital Improvement Program project to cover additional costs.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

CITY OF SHERMAN
CONTRACT CHANGE ORDER

Contract No.______________ Date: November 17, 2014
Change Order No. 1 Project: Stephens Trinity #1 Well Repair

To: (Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Add 40 hrs Pump Pulling Activities & Mobilization Travel @ $275.00/hr		$9,400.00
2	Delete Bid Item	$6,000.00	
4	Delete Bid Item	3,000.00	
15	Delete 5 LF SS Airline @ $2.32/LF		11.60
	Well Cleaning, Brushing, Rock Liner, Chlorination, Videos		49,725.00
Total		**$9,000.00**	**$59,136.60**

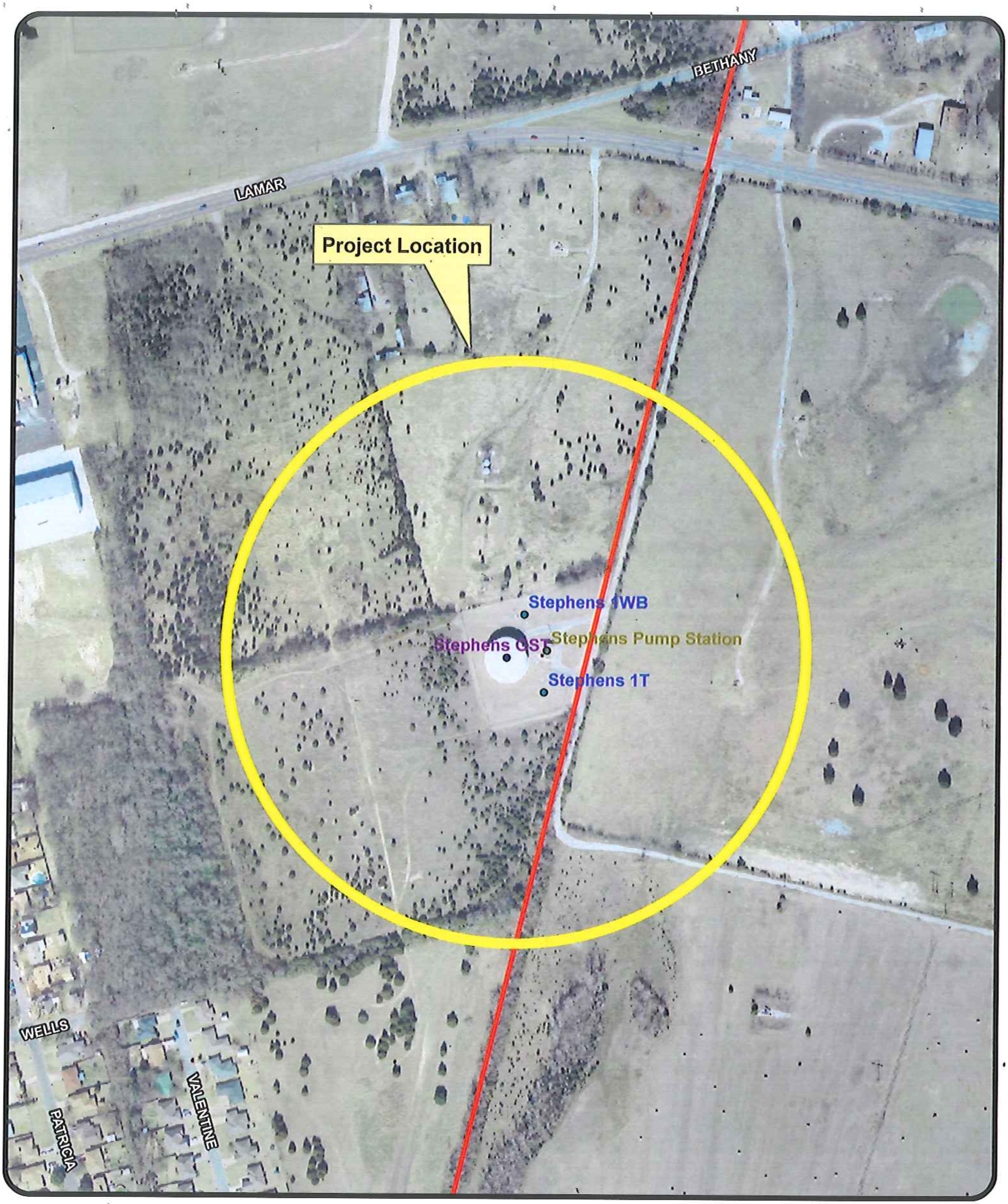
The sum of **$ 50,136.60** is hereby **added to** the total contract price, **$ 172,821.40** and the total adjusted contract price to date thereby is **$ 222,958.00**.

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By:______________________________ Date:__________________________

Recommended By:___________________________ Date:__________________________
Mark Gibson, Director of Utilities & Engineering

Approved By:______________________________ Date:__________________________
George Olson, City Manager



Sherman
CLASSIC TOWN. BROAD HORIZON.
ENGINEERING DEPARTMENT

Water Well Repairs 2013
Stephens 1T
Stepehns 1WB

N

1 inch = 300 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No. D. 3.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

**** CHANGE ORDER NO. 1***

Stephens Woodbine #2 Well Repair; Weisinger Incorporated; $36,318.40 Increase

Issue:

To consider approval of Change Order No. 1 for the Stephens Woodbine #2 Well Repair project

Background:

Change Order No. 1 is a final, reconciliatory change order to adjust the final project quantities for the Stephens Woodbine #2 Well Repair project. The well required "fishing" to remove broken apparatus that had fallen down the well. The extra costs included fishing tools fabrication, crew costs, additional well videos, and acid treatment of the well.

Origination:

Utility Administration

Financial Consideration:

The change order results in a $36,318.40 increase in the contract amount, yielding a final contract price of $143,643.40. Adequate funds are available in this Capital Improvement Program project to cover additional costs.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

CITY OF SHERMAN
CONTRACT CHANGE ORDER

Contract No.______________ Date: November 17, 2014
Change Order No. 1 Project: Stephens Woodbine #2 Well Repair

To: (Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Add 30 hrs Pump Pulling work @ #235.00/hr		$7,050.00
2	Delete Bid Item	$6,000.00	
4	Delete Bid Item	$2,400.00	
13	Weld 36 Lugs @ $50.00/Lug		$1,800.00
15	Delete 5 LF SS Airline @ $2.32/LF	11.60	
	Well Cleaning, Fishing, Acid Treatment, Videos		$35,880.00
Total		**$8,411.60**	**$44,730.00**

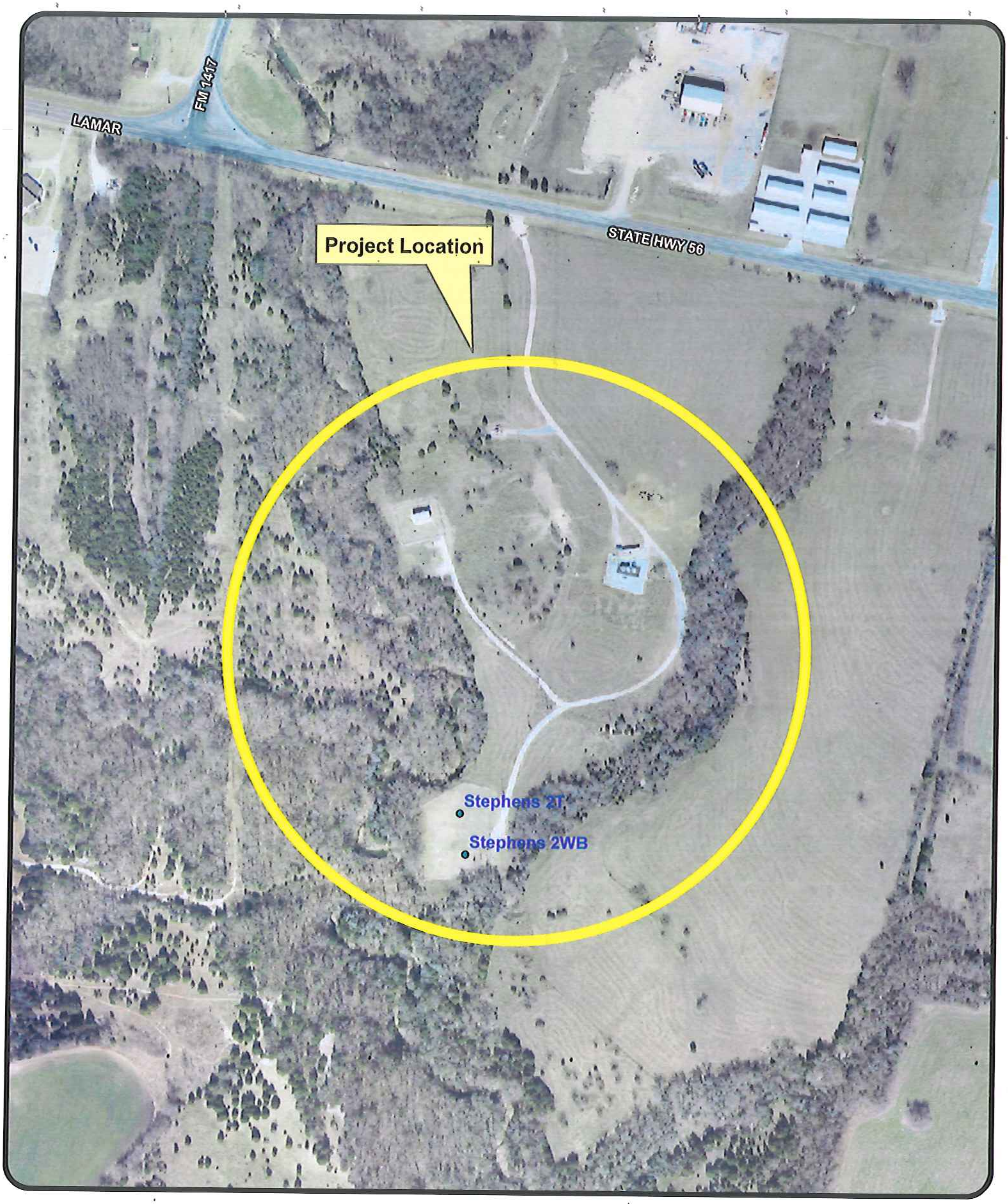
The sum of **$ 36,318.40** is hereby **added to** the total contract price, **$ 107,325.00** and the total adjusted contract price to date thereby is **$ 143,643.40** .

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By:______________________________ Date:__________________________

Recommended By:___________________________ Date: __________________________
Mark Gibson, Director of Utilities & Engineering

Approved By:______________________________ Date:__________________________
George Olson, City Manager



Sherman
CLASSIC TOWN. BROAD HORIZON.
ENGINEERING DEPARTMENT

Water Well Repairs 2013
Stephens 2T
Stepehns 2WB

N

1 inch = 300 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 1.**

Meeting Date: 12/01/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Continue the Repair and Reworking of the Dorchester 10 Trinity Well Under an Emergency Designation

Issue:

To allow the reworking and repair of the Dorchester 10 Trinity Well under an emergency designation

Background:

The Dorchester 10 Trinity Well has suffered an electrical failure that has rendered the well inoperable. The well is a prime producer for the ground water supply zone and is needed to meet production demands. Due to the time involved to repair the wells and the need to return the wells to service as soon as possible, it is requested that the Council authorize the staff to proceed on an emergency basis to rework and repair the well. The contractor currently repairing other City wells will be utilized to rework the well.

Origination:

Utilities Administration, Department #710

Financial Consideration:

The estimated cost to repair the well is $139,052.00. The City's Utility Fund and excess bond monies from previous bond sales through the Greater Texoma Utility Authority (GTUA) will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the request be approved by the City Council.

Alternatives:

As may be directed by the City Council

Attachments

Contactor's Estimate

Location Map

WEISINGER INCORPORATED
Water Resource Professionals
PO Box 2848 • Conroe, TX 77305
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

November 3, 2014

Mr. Oscar Canales
City of Sherman
243 LaCima Dr.
Sherman, Texas 75092

Re: City of Sherman Dorchester Trinity No. 10 Well

Dear Mr. Canales:

Listed below is an itemization for repair of the Dorchester 10 Trinity Water Well pump.

- Pump service rig and crew to pull pump	$ 15,100.00
- Pump service rig and crew to reset pump	$ 18,250.00
- Crew per diem	$ 2,100.00
- Crane truck to deliver materials to and from site	$ 3,040.00
- New 150 HP Tesla submersible motor	$ 24,600.00
- Flow sleeve, for submersible motor	$ 1,200.00
- New 350 MCM 90 degree cable	$ 62,332.00
- New ¼" stainless steel airlines	$ 7,500.00
- Column pipe, 5" x 20', with coupling, ea.	$ 600.00
- Cut and rethread one joint of pump column	$ 180.00
- 5 inch check valve, with 5" x 2' crossover pipe	$ 930.00
- Shop labor to assemble equipment	$ 520.00
- Inbound freight of new materials	$ 1,600.00
- Misc. items to make operational	$ 1,100.00
Total Estimated Cost of Repairs	**$ 139,052.00**

The new motor and submersible cable has a 2 to 4 week delivery pending prior sale. The above costs include the disinfection of the well, TCEQ required bac-t samples and performance testing.

Please let us know if you have any questions or require any additional information.

Best regards,

Mark S. Harkness

Mark S. Harkness
Weisinger Incorporated

Sherman
CLASSIC TOWN. BROAD HORIZON.
ENGINEERING DEPARTMENT

Dorchester 10T Well

N

1 inch = 300 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **E. 2.**

Meeting Date: 12/01/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Receive the Sherman Chamber of Commerce's Presentation on the Sherman Christmas Parade and Snowflake Festival on December 5, 2014

Issue:

A presentation on the Sherman Christmas Parade and Snowflake Festival, scheduled for Friday, December 5, 2016

Background:

At the October 20th meeting, the City Council approved the closure of certain streets in the downtown area, along with traffic control assistance and barricades, for the annual Sherman Christmas Parade and Snowflake Festival, scheduled to take place on Friday, December 5th. The Sherman Chamber of Commerce is coordinating this event; and Director of Tourism and Events Lauren Roth will provide a brief presentation covering both events.

Origination:

The City Manager's Office

Financial Consideration:

None

Staff Recommendation:

There is no action required of the Council for this item.

Alternatives:

None recommended

Attachments

"Under the Christmas Tree" Flyer


A DOWNTOWN CHRISTMAS
Under The Christmas Tree
Sherman
CLASSIC TOWN. BROAD HORIZON
Friday - December 5th, 2014
• Festival 3:00pm
• Tree Lighting 6:45pm
• Parade 7:00
Meet & Greet with Santa
& Music on Wall Street
Immediately after parade
www.shermantx.org
www.shermanchamber.us

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 3.**

Meeting Date: 12/01/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

**** OTHER BUSINESS***

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2015 Martin Luther King, Jr. Day Parade on Saturday, January 17, 2015

Issue:

The Neighborhood Recreational Committee has submitted a request to close certain streets for the 2015 Martin Luther King, Jr. Day Parade, taking place at 12 noon on Saturday, January 17, 2015.

Background:

The parade will follow the route described in the attached request and outlined on the attached map. The event will require traffic control assistance from the City of Sherman.

Origination:

Tracey Ross, President of the Neighborhood Recreational Committee

Financial Consideration:

City labor to provide traffic control assistance will be required.

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

MLK Jr. Day Parade Request Letter

MLK Jr. Day Parade Route Description

MLK Jr. Day Parade Map

November 14, 2014

Sherman City Manager

Attn: Don Keen

220 W. Mulberry

Sherman, Texas 75090

Dear Mr. Keen,

The Neighborhood Recreational Committee would like to host a Martin Luther King Parade on Saturday, Jan 17, 2015. Stating time at 12:00pm from downtown Sherman proceeding over to the Martin Luther King Park.

If any additional information is needed, please feel free to contact Tracey Ross@ 903-819-4977. Thanks in advance for the City of Sherman support of our 3rd annual parade.

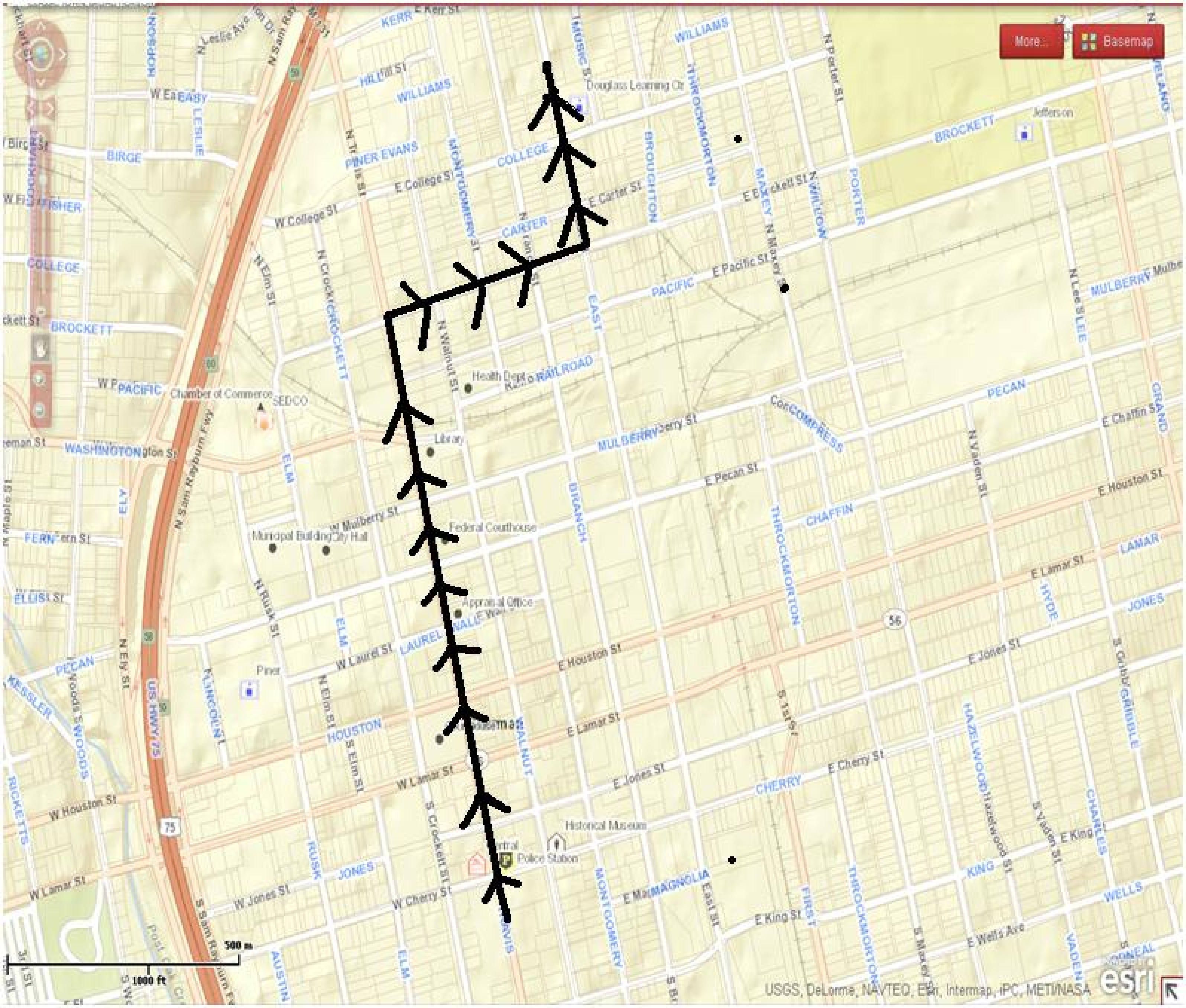
Thanks,

Tracey Ross

Route to the MLK Park

Leaving from in front of First Baptist Church proceeding down Travis to Brockett turning right on Brockett down to East St turning left on East St. proceeding to the MLK Park.

I plan for this Parade to be a little bit bigger than last years I will be advertising to the Public.


More...
Basemap
KERR
E Kerr St
WILLIAMS
N Porter St
Douglass Learning Ctr
Jefferson
BROCKETT
COLLEGE
E College St
W College St
PINER EVANS
MONTGOMERY
BROUGHTON
THROCKMORTON
E Carter St
CARTER
E Pacific St
PACIFIC
EAST
Health Dept
RAILROAD
Chamber of Commerce
SEDCO
Library
WASHINGTON
MULBERRY
E Pecan St
PECAN
COMPRESS
E Chaffin St
E Houston St
CHAFFIN
W Mulberry St
Federal Courthouse
Municipal Building
City Hall
Appraisal Office
LAUREL
W Laurel St
E Houston St
E Lamar St
LAMAR
JONES
E Jones St
HYDE
BRANCH
N Rusk St
N Elm St
HOUSTON
W Lamar St
W Houston St
E Jones St
CHERRY
E Cherry St
Historical Museum
Police Station
W Cherry St
W Jones St
JONES
E King St
KING
WELLS
E Wells Ave
MAGNOLIA
US HWY 75
N Sam Rayburn Fwy
500 m
1000 ft
USGS, DeLorme, NAVTEQ, Esri, Intermap, iPC, METI/NASA
esri

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. Q.**

Meeting Date: 12/01/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

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

SEPTEMBER

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				

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			

~~1/17/2014~~	Joint Meeting w/SEDCO Board - Panda Tour - Cancelle
~~2/3/2014~~	Regular City Council Meeting - Cancelled
2/12/2014	Called Meeting for Informational Presentation
2/26/2014	Called Meeting for Informational Presentation
3/12/2014	Called Meeting for Informational Presentation
3/21/2014	Joint Meeting w/SEDCO Board - Panda Tour

3/26/2014	Called Meeting for Informational Presentation
4/18/2014	Called Budget Planning Meeting in Council Chambers
4/21/2014	Regular City Council Meeting - Cancelled
06/18-19/2014	Called Budget Workshop in Council Chambers - Second Day Cancelled
9/1/2014	Labor Day/Called Council Meeting on 09/02/2014
9/16/2014	12 noon Called Joint Meeting with SEDCO Board