CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 21, 2011
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY DEPUTY MAYOR WILLIE STEELE

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2011 AND THE CALLED CITY COUNCIL MEETING (ELECTION CANVASS) OF NOVEMBER 16, 2011

Proclamation

A.5 PROCLAMATION
"Sherman Households and Industries for Tax Relief and Streets – SHIFTRS"

Deputy Mayor Election

A.6 COUNCIL ELECTION OF DEPUTY MAYOR

Public Hearing

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5728
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.07, entitled "Water, Sewers and Sewage Disposal", Division 5, entitled "Regulations for Disposal of Industrial Waste", Part II, entitled "General Sewer Use Requirements", at Section 13.07.356, entitled "Specific Pollutant Limitations"

Close Public Hearing and Consider Adoption of Ordinances

B.2 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5728

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

Resolutions

C.1 ** RESOLUTION NO. 5633*
Awarding a Bid to and Authorizing Execution of a Contract with Municipal Water Works Supply for the Purchase of Water Meters and Water Meter Radio-Read Endpoints

C.2 ** RESOLUTION NO. 5634*
Authorizing the Purchase of a Replacement Backhoe and Mini Excavator for the Distribution/Collection Department through the Houston-Galveston Area Council of Governments (H-GAC)

C.3 ** RESOLUTION NO. 5635*
Authorizing the Purchase of a 2-1/2 Ton Flat Bed Dump Truck for the Distribution/Collection Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.4 ** RESOLUTION NO. 5636*
Authorizing the Purchase of Rehabilitation Services from Fuquay, Inc. for Repairs to the Flocculation/Sedimentation Basins and Pipeline at the Water Treatment Plant through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.5 RESOLUTION NO. 5637
Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Other Business

D.1 OTHER BUSINESS
Discussion of Right-of-Way Safety Regulations

D.2 OTHER BUSINESS
Discussion of the Sherman Municipal Airport Advisory Board

D.3 CITIZEN REQUESTS

D.4 MEDIA QUESTIONS

Board/Commission Appointments

D.5 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Council Audit Committee (3)

D.6 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Investment Committee (2)

D.7 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Reinvestment Committee (2)

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #1 (3)

D.9 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #2 (3)

D.10 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #3 (3)

D.11 COUNCIL COMMENTS

D.12 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Willie Steele, Deputy Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR WILLIE STEELE

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 7, 2011
AND THE CALLED CITY COUNCIL MEETING (ELECTION CANVASS)
OF NOVEMBER 16, 2011

STATE OF TEXAS §

November 7, 2011

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 7, 2011.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

CALL TO ORDER

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

Mayor Magers extended the City Council's condolences to the family of Hope Waller, former Sherman Library Director. Mrs. Waller passed away on November 3, 2011. She was employed by the City for 31 years and was instrumental in the new Library and many of its innovations.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 17, 2011 and the Called City Council Meeting of October 24, 2011. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Smith. All present voted AYE.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5629 – SUPPORTING PROPOSITION NUMBER 2 (SJR 4) ON THE NOVEMBER 8, 2011 TEXAS CONSTITUTIONAL AMENDMENT ELECTION BALLOT, PROVIDING FOR FINANCIAL ASSISTANCE FOR WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS

RES 5629 SUPPORTING TEXAS PROPOSITION FOR WATER & WASTEWATER INFRASTRUCTURE IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING PROPOSITION NUMBER 2 (SJR 4) ON THE NOVEMBER 8, 2011 TEXAS CONSTITUTIONAL AMENDMENT ELECTION BALLOT, PROVIDING FOR FINANCIAL ASSISTANCE FOR WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS.

Mayor Magers also urged support of Proposition #1 on the State ballot which would extend tax benefits to disabled veterans, their spouses, and families, and Proposition #8 which is another water related bill.

He also encouraged all Sherman voters to vote "yes" for the City's Proposition #1 which is a sales tax initiative that will help keep property taxes low.

He urged all citizens to vote tomorrow.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5629, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5630
FIELD USE AT
OLD SETTLERS PARK

<u>RESOLUTION NO. 5630 – AUTHORIZING THE EXECUTION OF A FIELD USE AGREEMENT WITH AUSTIN COLLEGE FOR THE USE OF FIELD #6 AT OLD SETTLERS PARK</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A FIELD USE AGREEMENT WITH AUSTIN COLLEGE FOR THE USE OF FIELD #6 AT OLD SETTLERS PARK.

George Olson, City Manager, explained that the resolution is a reauthorization for Austin College's use of Field #6 at Old Settlers Park. The contract is for a two-year term. During the term the staff will measure the utility costs for Austin College's use of the field. Next year's renewal will also include this utility cost which will bring the charges up to a "break-even" point.

ACTION TAKEN.

Motion by Council Member Softly to approve Resolution No. 5630, as presented. Second by Council Member Howeth.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele.
VOTING NAY: None.
ABSTAIN: Wacker.
MOTION CARRIED.

RES 5631
AMBULANCE
PURCHASE

<u>RESOLUTION NO. 5631 – AUTHORIZING THE PURCHASE OF A 2012 FORD F-450 SUPERCAB DIESEL CHASSIS AND REMOUNTING A 2005 FRAZER AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2012 FORD F-450 SUPERCAB DIESEL CHASSIS AND REMOUNTING A 2005 FRAZER AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).

Mayor Magers confirmed that the City had advertised locally before going through the Houston-Galveston Area Council of Governments.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5631, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>REQUEST TO ADVERTISE</u>
<u>ANNUAL SUPPLY OF CHEMICALS</u>

REQ TO ADVERTISE ANNUAL SUPPLY OF CHEMICALS

The City Council approved the request to advertise for the annual supply of chemicals, primarily used by the Water Treatment Plant and the Wastewater Treatment Plant.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>

<u>CONSIDER REQUEST OF ST. MARY'S CATHOLIC SCHOOL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "RUN RUN RUDOLPH 5K FUN RUN" ON SATURDAY, DECEMBER 3, 2011</u>

CLOSE STREETS FOR ST. MARY'S CATHOLIC SCHOOL

The City Council considered the request of St. Mary's Catholic School to temporarily close certain streets for the "Run Run Rudolph 5K Fun Run" on December 3, 2011.

ACTION TAKEN.

Motion by Council Member Wacker to approve the request of St. Mary's Catholic School to temporarily close certain streets for their "Run Run Rudolph 5K Fun Run" on Saturday, December 3, 2011, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
ABSTAIN: Adami.
MOTION CARRIED.

<u>CONSIDER REQUEST OF THE SHERMAN TOURISM DEPARTMENT TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL SHERMAN CHRISTMAS PARADE ON FRIDAY, DECEMBER 2, 2011</u>

CLOSE STREETS FOR CHRISTMAS PARADE

The City Council considered the request of the Sherman Tourism Department to temporarily close certain streets for the Annual Sherman Christmas Parade on December 2, 2011.

ACTION TAKEN.

Motion by Council Member Wacker to approve the request of the Tourism Department to temporarily close certain streets for the Annual Sherman Christmas Parade on Friday, December 2, 2011, as presented. Second by Council Member Softly.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RECEIVE PRESENTATION ON THE CITY OF SHERMAN'S NEW WEBSITE

NEW WEBSITE PRESENTATION

Tammy Davis, Director of Support Services, gave a presentation on the City's new website, which should be "live" by November 14, 2011 at www.ci.sherman.tx.us.

The website project began in February 2011 and since that time the City staff has developed content for over 400 web pages. One goal of the website was to create another avenue for citizens, businesses, tourists, vendors, and potential residents to conduct business with the City 24/7 and 365 days a year. The website gives them a functional, user-friendly tool to do that.

Another goal was to provide an on-line, two-way communication with City government with only a few mouse clicks and to improve customer service to the citizens.

Ms. Davis gave a brief tour of the new website highlighting certain areas that would be available to citizens. The Tourism Department will also have a new website available at www.sherman.tx.org.

The website will allow citizens to be notified when new items are added, will offer a "quick button" to pay on-line, and will allow citizens to report concerns on-line and receive follow-up emails about the status of those concerns.

Council Member Howeth asked how often staff would check the concerns reported. Mr. Olson said the mechanism is not an emergency line and should not be used for items that need immediate attention. However the staff should check the concerns daily and each department will address their concerns with internal notifiers and their own protocol.

Mayor Magers asked about using the system to reserve City facilities and parks. That module is not available now but will be in the future. Don Keene, Director of Public Works, added that one of the big values of the system is its flexibility.

Deputy Mayor Steele asked about permits and inspections. Kay Thomas, Systems Manager, said the Incode system is not linked with the website. Water bills can be paid on-line through the existing site.

Ms. Davis continued with a tour of the website, saying the goal is to make it a part of the daily routine for departments to check and update the content and concerns. The website also has social media such as twitter and facebook, which will not be available at the present time.

Mayor Magers said the new website is a huge upgrade over the previous website. Council Members were very impressed with the new website changes.

Mr. Olson reminded Council Members that April Patterson, former Tourism Director, has left the City and the staff is in the process of determining how that position will be handled. He added that they will be looking for a communications type, tourism type person that will be able to help with tourism, the website, communications, and public information.

He added that there are many things on the website that will be open in the future, once the staff can support them. The website is a tool to communicate and connect with the citizens.

Mayor Magers commended the staff saying these types of services indicated a progressive community. He also asked about the website for the Sherman Economic Development Corporation. Ms. Davis said SEDCO did use the same vendor for their website but she wasn't sure of their timeline.

CANCELLATION OF COUNCIL MEETING

<u>CONSIDER CANCELLATION OF THE FIRST REGULAR MEETING IN JANUARY, 2012</u>

Council Members discussed the cancellation of the first Regular Council Meeting in 2012 which is scheduled for Monday, January 2, 2012. January 2 is a City holiday for employees.

ACTION TAKEN.

> **Motion by Deputy Mayor Steele to cancel the first Regular Council Meeting in January, 2012, as presented. Second by Council Member Wacker.**

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

AD VALOREM TAX ROLL & TAX LEVY

<u>APPROVAL OF THE 2011 AD VALOREM TAX ROLL VALUE AND TAX LEVY</u>

The City Council approved the Ad Valorem Tax Roll and the Tax Levy for Fiscal Year 2011-2012.

The Grayson County Tax Assessor/Collector's Office has provided the taxable value as $2,219,684,153, which equates to a levy of $7,072,122.74 based on the City's total tax rate of $0.32 per $100 valuation.
CONSENT AGENDA.

QUARTERLY INVESTMENT REPORT

<u>APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING SEPTEMBER 30, 2011</u>

The City Council approved the Quarterly Investment Report for the period ending September 30, 2011.
As of September 30, 2011, both the Operating Portfolio and the Debt Proceeds Portfolio were in compliance with applicable State laws and the City's internal Investment Policy.

The Operating Portfolio had a book value of about $21 million, down about $0.8 million from three months ago due

to seasonally slow property tax collections during the period. This portfolio is appropriately liquid and its weighted-average maturity increased to about 262 days, up from 204 days last period, because of investments made during the quarter.

The portfolio yield of 0.58% for the quarter is higher than the benchmark yield of 0.04%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance decreased about $1.8 million due to payments made for construction projects during the period. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.11% for the quarter was slightly higher than the benchmark yield of 0.04%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

<u>CITIZENS REQUESTS</u>

CITIZENS REQUESTS

There were no citizens requests.

<u>MEDIA QUESTIONS</u>

MEDIA QUESTIONS

There were no media questions.

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

<u>PARKS AND RECREATION ADVISORY BOARD (1)</u>

PARKS & RECREATION ADVISORY BOARD

ACTION TAKEN.

> Motion by Council Member Adami to reappoint Trent Bass, to the Parks and Recreation Advisory Board for a term from November 8, 2011 to November 8, 2013. Second by Council Member Smith.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>COUNCIL COMMENTS</u>

<u>SERVICE OF COUNCIL MEMBER CHIP ADAMI</u>

SERVICE OF COUNCIL MEMBER CHIP ADAMI

Mayor Magers said when he moved back to Sherman in 2004 and decided to run for Mayor, one of the first people he talked with was Council Member Chip Adami.

Council Member Adami has served for a long time on the City Council and has reached his term limit and is not eligible for re-election.

Mayor Magers said it has been an honor and a pleasure to serve with him and said he has been a great Council Member. He thanked him for his service and his dedication to Sherman.

<u>SERVICE OF COUNCIL MEMBER CHIP ADAMI</u>

SERVICE OF COUNCIL MEMBER CHIP ADAMI

Deputy Mayor Steele said he knows Council Member Adami on many different levels and he always "shoots straight" and will always be there to give his opinion. He added that Council Member Adami will definitely be missed.

<u>SERVICE OF COUNCIL MEMBER CHIP ADAMI</u>

SERVICE OF COUNCIL MEMBER CHIP ADAMI

Council Member Softly congratulated Council Member Adami on a job well done.

<u>SERVICE OF COUNCIL MEMBER CHIP ADAMI</u>

SERVICE OF COUNCIL MEMBER CHIP ADAMI

Council Member Howeth said Council Member Adami has come a long way from when he was a government student in her high school class. She said it had been fun serving with one of her former students.

<u>SHERMAN MUSEUM GROUNDBREAKING</u>

SHERMAN MUSEUM GROUNDBREAKING

Council Member Howeth complimented the work being done by the Sherman Museum. They recently held a groundbreaking for the upcoming changes. She said there would be even more changes in the future and it was exciting to see. She felt it would also draw people to Downtown Sherman and help benefit the Museum as well as the local businesses.

<u>SERVICE OF COUNCIL MEMBER CHIP ADAMI</u>

SERVICE OF COUNCIL MEMBER CHIP ADAMI

Council Member Adami said it has been an honor and a privilege to serve on the City Council. He originally ran because he was disappointed in the park system and felt he might have an opportunity to make some changes.

He recognized some of the projects that have been completed during his tenure such as the completion of Old Settlers Park; the updating of Fairview Pool; the addition of walking trails to Martin Luther King Park, Hawn Park, Binkley Park, and Fairview Park; the updating of Center Street Park, including two soccer fields and a walking trail; the irrigation of Fairview Park and the Municipal Building lawn; construction of one of the greatest parks in Texas at Pecan Grove Park; the reconstruction of many thoroughfares; and many improvements of which he felt the citizens could be proud.

Council Member Adami said he was glad to have the opportunity to serve and he felt the Council was in great hands. The added that one of the smartest moves this Council has made was in hiring local people like Mr. Olson to make sure the City continues in good hands.

He added that he has enjoyed working with all the Council Members and was proud to say he was a member of the City Council serving with the others that have served.

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 **PERSONNEL MATTERS**
CONSIDER THE QUALIFICATION, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:
SHERMAN ECONOMIC
PLANNING AND ZONING COMMISSION (3)

Council Members decided an Executive Session was not needed to discuss appointments to the Planning and Zoning Commission.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:
PLANNING AND ZONING COMMISSION (3)

PLANNING & ZONING COMMISSION

ACTION TAKEN.
> **Motion by Deputy Mayor Steele to reappoint Richard Barber and to appoint Ryan Michael Kreck to the Planning and Zoning Commission for a term from November 8, 2011 to November 8, 2014. Second by Council Member Wacker.**

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT
On Motion duly made and carried, the meeting adjourned at 5:34 p.m.

____
MAYOR

____
CITY CLERK

STATE OF TEXAS §

November 16, 2011

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers in City Hall on November 16, 2011.

MEMBERS PRESENT: Deputy Mayor Willie Steele.
Council Members Adami, Howeth, Smith, Softly, Wacker.

MEMBERS ABSENT: Mayor Bill Magers.

STAFF PRESENT: George Olson, City Manager; Robby Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Don Keene, Director of Public Works; Mark Gibson, Director of Engineering and Utilities; J.J. Jones, Fire Chief; Ken Francis, Police Captain; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: **CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**

PLEDGE OF ALLEGIANCE

DECLARE RESULTS OF NOVEMBER 8, 2011 REGULAR AND SPECIAL MUNICIPAL ELECTIONS

A) CANVASS OF ELECTION RETURNS

B) RESOLUTION 5632 – Declaring the Results of the November 8, 2011 Regular and Special Municipal Elections held in the City of Sherman, Grayson County, Texas

RECOGNITION OF OUTGOING COUNCIL MEMBERS

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

PUBLIC HEARING

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5727 – Confirming and Validating the Reauthorization of the Levy and Collection of a Sales and Use Tax of One-Eighth (1/8) of One Percent to Provide Revenue for the Maintenance and Repair of Municipal Streets, as Authorized by Chapter 327 of the Texas Tax Code

ADOPTION OF ORDINANCES
CONSIDER ADOPTION OF ORDINANCE NUMBER: 5727

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Deputy Mayor Steele called the meeting to order at 12:00 p.m., declared a quorum present, and opened the meeting.

PLEDGE OF ALLEGIANCE

Council Member Adami led the Pledge of Allegiance and the Invocation.

DECLARE RESULTS OF NOVEMBER 8, 2011 REGULAR AND SPECIAL MUNICIPAL ELECTIONS

CANVASS OF ELECTION RETURNS

Deputy Mayor Steele canvassed the election returns of the November 8, 2011 Regular and Special Municipal Elections by reading the number of early votes, election day votes, and total votes received for each candidate and for the proposition.

He added that the sales tax proposition passed by 89% this time. In 2007, it originally passed by 74%.

The detail of the election returns are maintained in the permanent record file entitled "Elections" in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

Deputy Mayor Steele asked for a motion accepting Resolution 5632, declaring the official results of the November 8, 2011 Regular and Special Municipal Elections.

RESOLUTION 5632 – DECLARING THE RESULTS OF THE NOVEMBER 8, 2011 REGULAR AND SPECIAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 8, 2011 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution 5632, declaring the results of the November 8, 2011 Regular and Special Municipal Elections, as presented. Second by Council Member Smith.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Deputy Mayor Steele presented a plaque to Council Member Chip Adami in appreciation of his service to the citizens of Sherman. He added that it was bittersweet to see Council Member Adami leave, but he would probably find many things to do with his Monday nights.

Council Member Wacker thanked him for his service, for all she has learned from him, and for his leadership. She has also served on several boards with Council Member Adami and thanked him for the citizens of Sherman.

Council Member Adami said Sherman has great leadership and great employees and it has been a pleasure to serve on the City Council. He said he appreciated the opportunity to work with everyone and knew the Council was in good hands. He also congratulated David Plyler on his election to the City Council and said he would do well.

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	Robert G. Softly
Council Member, District 4	R. David Plyler, Jr.

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: Deputy Mayor Steele.
Council Members Howeth, Plyler, Smith, Softly, Wacker.

MEMBERS ABSENT: Mayor Bill Magers.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5727 CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE

Deputy Mayor Steele introduced Ordinance 5727 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5727.
The Public Hearing was closed.

__ADOPTION OF ORDINANCES__

Ordinance 5727

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALER.

Deputy Mayor Steele asked if there would be any lapse in the collection of the sales tax for street maintenance. Robby Hefton, Assistant City Manager/CFO, said there would be no lapse. The collection of the sales tax will start April 1, 2012 and the City will begin receiving the remittance of the tax in June 2012.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5727, declaring the results of the November 8, 2011 Regular and Special Municipal Elections, as presented. Second by Council Member Wacker.

VOTING AYE: Howeth, Plyler, Smith Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

__ADJOURNMENT__

Deputy Mayor Steele welcomed Council Member Plyler to the City Council adding that he appreciated his willingness to serve. There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called meeting at 12:09 p.m.

DEPUTY MAYOR

ATTEST

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 8, 2011   Registered Voters 19,353   City Ballots Cast 1,474   Percentage Voted 7.6 %

PRECINCTS	1	2	3	4	5	8	20	21	23	32	36	49	53	65	TOTAL
Early Ballots Cast	40	62	93	20	18	15	14	121	97	27	20	0	24	30	581
Reg. Ballots Cast	46	60	112	33	39	19	21	198	224	35	17	0	30	59	893
Total Ballots Cast	86	122	205	53	57	34	35	319	321	62	37	0	54	89	1,474
Registered Voters	1,416	1,356	3,295	800	1,436	527	471	2,708	2,722	1,208	884	6	1,296	1,228	19,353
% of registered voters casting ballots by precinct	6.1%	9.0%	6.2%	6.6%	4.0%	6.5%	7.4%	11.8%	11.8%	5.1%	4.2%	0%	4.2%	7.2%	7.6%

Voter Statistics

Races	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member – District 2			
Robert C. Softly	246	407	653
Andrew Taylor	213	319	532
Council Member – District 4			
R. David Plyler, Jr.	315	506	821
William Windlow	180	255	435
Proposition 1 – The Reauthorization of the Local Sales and Use Tax in the City of Sherman at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets			
For	502	795	1,297
Against	70	85	155

Prepared by Linda Ashby, City Clerk, Sherman, Texas

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 8, 2011 Registered Voters 19,353 City Ballots Cast 1,474 Percentage Voted 7.6 %

PRECINCTS	1	2	3	4	5	8	20	21	23	32	36	49	53	65	TOTAL
Early Ballots Cast	40	62	93	20	18	15	14	121	97	27	20	0	24	30	581
Reg. Ballots Cast	46	60	112	33	39	19	21	198	224	35	17	0	30	59	893
Total Ballots Cast	86	122	205	53	57	34	35	319	321	62	37	0	54	89	1,474
Registered Voters	1,416	1,356	3,295	800	1,436	527	471	2,708	2,722	1,208	884	6	1,296	1,228	19,353
% of registered voters casting ballots by precinct	6.1%	9.0%	6.2%	6.6%	4.0%	6.5%	7.4%	11.8%	11.8%	5.1%	4.2%	0%	4.2%	7.2%	7.6%

Voter Statistics and Polling Places

Grayson County Courthouse 1-2-3-4-5-8-20-32-36-49-53 West Sherman Baptist Church 21-23-65

PRECINCTS	1	2	3	4	5	8	20	21	23	32	36	49	53	65	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 2																	
Robert G. Softly	27	46	83	26	24	14	12	147	154	29	24	0	25	42	246	407	653
Andrew Taylor	31	52	79	17	19	14	14	105	115	26	8	0	19	33	213	319	532
Council Member, District 4																	
R. David Plyler, Jr.	34	74	103	35	26	19	20	191	189	35	19	0	30	46	315	506	821
William Windlow	30	32	70	10	18	10	6	89	92	24	10	0	15	29	180	255	435
Proposition 1 - The Reauthorization of the Local Sales and Use Tax in the City of Sherman at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets:																	
For	75	102	181	39	50	29	32	287	292	55	32	0	47	76	502	795	1,297
Against	9	16	21	14	5	5	3	28	27	7	3	0	6	11	70	85	155

Prepared by Linda Ashby, City Clerk, Sherman, Texas

SUMMARY REPT-GROUP DETAIL

GRAYSON COUNTY
AMENDMENT/SHERMAN/TIOGA
NOVEMBER 8, 2011

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	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
SHERMAN Council Member, DIST 2 CITY OF SHERMAN							
VOTE FOR 1							
Robert G. Softly	653	55.11	6	240	407	0	0
Andrew Taylor	532	44.89	4	209	319	0	0
Total	1,185		10	449	726	0	0
SHERMAN Council Member, DIST 4 CITY OF SHERMAN							
VOTE FOR 1							
R. David Plyler, Jr..	821	65.37	8	307	506	0	0
William Windlow	435	34.63	3	177	255	0	0
Total	1,256		11	484	761	0	0
SHERMAN PROPOSITION 1 CITY OF SHERMAN							
VOTE FOR 1							
FOR (A FAVOR).	1,297	89.33	12	490	795	0	0
AGAINST (EN CONTRA).	155	10.67	2	68	85	0	0
Total	1,452		14	558	880	0	0

0001 PCT 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	86		1	39	46	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	27	46.55	0	10	17	0	0
Andrew Taylor	31	53.45	0	16	15	0	0
Total	58		0	26	32	0	0
Over Votes	0		0	0	0	0	0
Under Votes	28		1	13	14	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr..	34	53.13	1	15	18	0	0
William Windlow	30	46.88	0	13	17	0	0
Total	64		1	28	35	0	0
Over Votes	0		0	0	0	0	0
Under Votes	22		0	11	11	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	75	89.29	1	31	43	0	0
AGAINST (EN CONTRA).	9	10.71	0	6	3	0	0
Total	84		1	37	46	0	0
Over Votes	0		0	0	0	0	0
Under Votes	2		0	2	0	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
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0002 PCT 2

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	122		4	58	60	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	46	46.94	2	25	19	0	0
Andrew Taylor	52	53.06	1	23	28	0	0
Total	98		3	48	47	0	0
Over Votes	0		0	0	0	0	0
Under Votes	24		1	10	13	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	74	69.81	3	34	37	0	0
William Windlow	32	30.19	0	16	16	0	0
Total	106		3	50	53	0	0
Over Votes	0		0	0	0	0	0
Under Votes	16		1	8	7	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	102	86.44	4	47	51	0	0
AGAINST (EN CONTRA).	16	13.56	0	8	8	0	0
Total	118		4	55	59	0	0
Over Votes	0		0	0	0	0	0
Under Votes	4		0	3	1	0	0

0003 PCT 3

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	205		1	92	112	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	83	51.23	0	39	44	0	0
Andrew Taylor	79	48.77	1	32	46	0	0
Total	162		1	71	90	0	0
Over Votes	0		0	0	0	0	0
Under Votes	43		0	21	22	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr..	103	59.54	1	45	57	0	0
William Windlow	70	40.46	0	30	40	0	0
Total	173		1	75	97	0	0
Over Votes	0		0	0	0	0	0
Under Votes	32		0	17	15	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	181	89.60	1	82	98	0	0
AGAINST (EN CONTRA).	21	10.40	0	8	13	0	0
Total	202		1	90	111	0	0
Over Votes	0		0	0	0	0	0
Under Votes	3		0	2	1	0	0

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0004 PCT 4

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	53		0	20	33	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	26	60.47	0	11	15	0	0
Andrew Taylor	17	39.53	0	5	12	0	0
Total	43		0	16	27	0	0
Over Votes	0		0	0	0	0	0
Under Votes	10		0	4	6	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	35	77.78	0	14	21	0	0
William Windlow	10	22.22	0	4	6	0	0
Total	45		0	18	27	0	0
Over Votes	0		0	0	0	0	0
Under Votes	8		0	2	6	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	39	73.58	0	14	25	0	0
AGAINST (EN CONTRA).	14	26.42	0	6	8	0	0
Total	53		0	20	33	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

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0005 PCT 5

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	57		0	18	39	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	24	55.81	0	8	16	0	0
Andrew Taylor	19	44.19	0	9	10	0	0
Total	43		0	17	26	0	0
Over Votes	0		0	0	0	0	0
Under Votes	14		0	1	13	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	26	59.09	0	10	16	0	0
William Windlow	18	40.91	0	8	10	0	0
Total	44		0	18	26	0	0
Over Votes	0		0	0	0	0	0
Under Votes	13		0	0	13	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	50	90.91	0	15	35	0	0
AGAINST (EN CONTRA).	5	9.09	0	3	2	0	0
Total	55		0	18	37	0	0
Over Votes	0		0	0	0	0	0
Under Votes	2		0	0	2	0	0

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0008 PCT 8

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	34		0	15	19	0	0
SHERMAN Council Member, DIST 2 CITY OF SHERMAN							
VOTE FOR 1							
Robert G. Softly	14	50.00	0	4	10	0	0
Andrew Taylor	14	50.00	0	7	7	0	0
Total	28		0	11	17	0	0
Over Votes	0		0	0	0	0	0
Under Votes	6		0	4	2	0	0
SHERMAN Council Member, DIST 4 CITY OF SHERMAN							
VOTE FOR 1							
R. David Plyler, Jr.	19	65.52	0	6	13	0	0
William Windlow	10	34.48	0	7	3	0	0
Total	29		0	13	16	0	0
Over Votes	0		0	0	0	0	0
Under Votes	5		0	2	3	0	0
SHERMAN PROPOSITION 1 CITY OF SHERMAN							
VOTE FOR 1							
FOR (A FAVOR)	29	85.29	0	12	17	0	0
AGAINST (EN CONTRA)	5	14.71	0	3	2	0	0
Total	34		0	15	19	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

0020 PCT 20

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	35		0	14	21	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	12	46.15	0	6	6	0	0
Andrew Taylor	14	53.85	0	5	9	0	0
Total	26		0	11	15	0	0
Over Votes	0		0	0	0	0	0
Under Votes	9		0	3	6	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	20	76.92	0	9	11	0	0
William Windlow	6	23.08	0	2	4	0	0
Total	26		0	11	15	0	0
Over Votes	0		0	0	0	0	0
Under Votes	9		0	3	6	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	32	91.43	0	14	18	0	0
AGAINST (EN CONTRA).	3	8.57	0	0	3	0	0
Total	35		0	14	21	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

0021 PCT 21

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	319		2	119	198	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	147	58.33	2	48	97	0	0
Andrew Taylor	105	41.67	0	41	64	0	0
Total	252		2	89	161	0	0
Over Votes	0		0	0	0	0	0
Under Votes	67		0	30	37	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr..	191	68.21	2	68	121	0	0
William Windlow	89	31.79	0	36	53	0	0
Total	280		2	104	174	0	0
Over Votes	0		0	0	0	0	0
Under Votes	39		0	15	24	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	287	91.11	2	109	176	0	0
AGAINST (EN CONTRA).	28	8.89	0	10	18	0	0
Total	315		2	119	194	0	0
Over Votes	0		0	0	0	0	0
Under Votes	4		0	0	4	0	0

0023 PCT 23

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	321		5	92	224	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	154	57.25	2	44	108	0	0
Andrew Taylor	115	42.75	2	34	79	0	0
Total	269		4	78	187	0	0
Over Votes	0		0	0	0	0	0
Under Votes	52		1	14	37	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr..	189	67.26	1	46	142	0	0
William Windlow	92	32.74	3	36	53	0	0
Total	281		4	82	195	0	0
Over Votes	0		0	0	0	0	0
Under Votes	40		1	10	29	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	292	91.54	4	84	204	0	0
AGAINST (EN CONTRA).	27	8.46	1	7	19	0	0
Total	319		5	91	223	0	0
Over Votes	0		0	0	0	0	0
Under Votes	2		0	1	1	0	0

0031 PCT 32

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	62		0	27	35	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	29	52.73	0	11	18	0	0
Andrew Taylor	26	47.27	0	10	16	0	0
Total	55		0	21	34	0	0
Over Votes	0		0	0	0	0	0
Under Votes	7		0	6	1	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	35	59.32	0	17	18	0	0
William Windlow	24	40.68	0	8	16	0	0
Total	59		0	25	34	0	0
Over Votes	0		0	0	0	0	0
Under Votes	3		0	2	1	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	55	88.71	0	23	32	0	0
AGAINST (EN CONTRA).	7	11.29	0	4	3	0	0
Total	62		0	27	35	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

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0035 PCT 36

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	37		0	20	17	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	24	75.00	0	12	12	0	0
Andrew Taylor	8	25.00	0	7	1	0	0
Total	32		0	19	13	0	0
Over Votes	0		0	0	0	0	0
Under Votes	5		0	1	4	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr..	19	65.52	0	13	6	0	0
William Windlow	10	34.48	0	4	6	0	0
Total	29		0	17	12	0	0
Over Votes	0		0	0	0	0	0
Under Votes	8		0	3	5	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	32	91.43	0	17	15	0	0
AGAINST (EN CONTRA).	3	8.57	0	3	0	0	0
Total	35		0	20	15	0	0
Over Votes	0		0	0	0	0	0
Under Votes	2		0	0	2	0	0

PREC REPORT-GROUP DETAIL

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0047 PCT 49

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	34		0	20	14	0	0
SHERMAN Council Member, DIST 2 CITY OF SHERMAN							
VOTE FOR 1							
Robert G. Softly	0		0	0	0	0	0
Andrew Taylor	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0
SHERMAN Council Member, DIST 4 CITY OF SHERMAN							
VOTE FOR 1							
R. David Plyler, Jr..	0		0	0	0	0	0
William Windlow	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0
SHERMAN PROPOSITION 1 CITY OF SHERMAN							
VOTE FOR 1							
FOR (A FAVOR).	0		0	0	0	0	0
AGAINST (EN CONTRA).	0		0	0	0	0	0
Over Votes	0		0	0	0	0	0
Under Votes	0		0	0	0	0	0

PREC REPORT-GROUP DETAIL

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0049 PCT 53

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	54		1	23	30	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	25	56.82	0	10	15	0	0
Andrew Taylor	19	43.18	0	9	10	0	0
Total	44		0	19	25	0	0
Over Votes	0		0	0	0	0	0
Under Votes	10		1	4	5	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	30	66.67	0	14	16	0	0
William Windlow	15	33.33	0	6	9	0	0
Total	45		0	20	25	0	0
Over Votes	0		0	0	0	0	0
Under Votes	9		1	3	5	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	47	88.68	0	19	28	0	0
AGAINST (EN CONTRA).	6	11.32	1	3	2	0	0
Total	53		1	22	30	0	0
Over Votes	0		0	0	0	0	0
Under Votes	1		0	1	0	0	0

0053 PCT 65

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	89		0	30	59	0	0

SHERMAN Council Member, DIST 2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Robert G. Softly	42	56.00	0	12	30	0	0
Andrew Taylor	33	44.00	0	11	22	0	0
Total	75		0	23	52	0	0
Over Votes	0		0	0	0	0	0
Under Votes	14		0	7	7	0	0

SHERMAN Council Member, DIST 4 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
R. David Plyler, Jr.	46	61.33	0	16	30	0	0
William Windlow	29	38.67	0	7	22	0	0
Total	75		0	23	52	0	0
Over Votes	0		0	0	0	0	0
Under Votes	14		0	7	7	0	0

SHERMAN PROPOSITION 1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
FOR (A FAVOR).	76	87.36	0	23	53	0	0
AGAINST (EN CONTRA).	11	12.64	0	7	4	0	0
Total	87		0	30	57	0	0
Over Votes	0		0	0	0	0	0
Under Votes	2		0	0	2	0	0

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. A.5

PROCLAMATION
"Sherman Households and Industries for Tax Relief and Streets – SHIFTRS"

Issue
A Special-Purpose Committee was organized for the November 8, 2011 Special Election to support the proposition reauthorizing the 1/8% sales tax for street maintenance. Many Sherman citizens contributed financial support to the Sherman Households and Industries for Tax Relief and Streets, SHIFTRS. This proclamation is to recognize the individuals and entities that contributed to the Special-Purpose Committee in support of the proposed proposition.

Background
In 2007 Sherman voters approved a 1/8% sales tax for street maintenance by a 74% margin. The tax expired in 2011; and Sherman voters have again approved the measure by an 89% margin.

Origination
The proclamation originated with Mayor Magers.

Financial Consideration
There is no financial consideration for presenting the proclamation.

Staff Recommendation
The staff recommendation is to present the proclamation.

Alternatives
The Council could choose not to present the proclamation.

Attachments
The proclamation is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, in the past few years government revenue has decreased and expenditures have increased making it hard for many local governments to continue to fund services to their citizens, and

WHEREAS, in 2007 the Sherman City Council recognized the opportunity for a 1/8% sales tax dedicated to street maintenance, and 74% of the voters of Sherman agreed with the proposition to help lower their property taxes, and

WHEREAS, in 2011 the sales tax expired and the voters of Sherman had to reauthorize the 1/8% sales tax to again be used for street maintenance and did so with an 80% approval vote, and

WHEREAS, many dedicated Sherman citizens contributed financial support to SHIFTRS or Sherman Households and Industries for Tax Relief and Streets, a specific-purpose committee to support the proposed reauthorization of the tax.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby recognize

Adami, Lindsey and Company, LLP
Angela and Bill Magers
Grayson County Commissioner Jackie Crisp
Douglass Distributing
Globitech
Graham International
Greater Texoma Association of Realtors
Independent Bank
John Shoulders
L. Watkins and Associates
Lacrone Law Firm, PC
Panda Power Funds
Plyler Construction
Rad Richardson
Stone Creek Golf Club
Texoma Financial Services, LP
Willie Steele

for their contributions to the Sherman Households and Industries for Tax Relief and Streets in the City of Sherman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 21st day of November, 2011.

____
Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. A.6

COUNCIL ELECTION OF DEPUTY MAYOR

Issue
The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally, the Deputy Mayor is elected at the Council meeting in November during which new members are sworn in. The Deputy Mayor presides at City Council meetings in the absence of the Mayor and may serve as substitute for the Mayor at meetings and events when the Mayor is unavailable.

Background
Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor.

Origination
The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration
There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation
It is recommended that the new Council Members elect a new Deputy Mayor.

Alternatives
There is no viable alternative.

Attachments
A copy of Article II, Section 3 of the City Charter is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur. (Ordinance 3048, sec. 2(3), adopted 4/5/75; Ordinance 4745, sec. 2, adopted 3/8/99)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5728
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.07, entitled "Water, Sewers and Sewage Disposal", Division 5, entitled "Regulations for Disposal of Industrial Waste", Part II, entitled "General Sewer Use Requirements", at Section 13.07.356, entitled "Specific Pollutant Limitations"

Issue
To consider approval of an amendment to Article 13.07 of Sherman's Code of Ordinances. This amendment will change the method used by Sherman's Industrial Pretreatment Program to allocate allowable amounts of "local limit" pollutants among our permitted industrial users.

Background
The staff proposes to change the method of managing the City's industrial wastewater pollutant program. Currently the City uses an "industrial contributory flow" model, wherein the industrial pollutant allocations are based upon an industrial user's wastewater flow. This method is onerous to manage because any change in industrial demands from even one existing or new customer affects all 13 industrial customers. This method makes it difficult for these industries to plan, because the pollutant limits could change regularly without much advance notice. Also, this method promotes inequity because allowable pollutant levels are not applied ratably across the industries.

Essentially all pretreatment programs in Texas use the uniform concentration method (UCM). This proposed change to the way the City manages the allowable level of pollutants in the wastewater treatment process will: simplify the pretreatment process, improve departmental efficiency in managing this program, improve equity to industrial wastewater customers, improve predictability and stability for industrial processes and planning, and align the City's processes with industry standards across the state and country.

All affected industrial customers have had an opportunity to comment on this change; and the staff has received support from all responding industrial customers.

Origination
Mark Gibson, Director of Engineering and Utilities

Financial Consideration
None

Staff Recommendation
It is recommended that the ordinance change be approved.

Alternatives
As may be recommended by the Council

Attachments
Ordinance No. 5728

Prepared by:
Mark Gibson, Engineering & Utilities Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5728

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.07, ENTITLED "WATER, SEWERS AND SEWAGE DISPOSAL", DIVISION 5, ENTITLED "REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE", PART II, ENTITLED "GENERAL SEWER USE REQUIREMENTS", AT SECTION 13.07.356, ENTITLED "SPECIFIC POLLUTANT LIMITATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.07, Division 5, Part II, Section 13.07.356 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.07.356 Specific pollutant limitations

~~(a) The city pursuant to 40 CFR 403.8 shall develop and enforce specific pollutant limitations in order to implement the prohibitions in 40 CFR 403.5(a)(1), (b), and sections 13.07.351 and 13.07.352 of this division. These specific pollutant limits are developed to protect against pass through, interference, plant upset, and sludge contamination.~~

~~(b) The city shall continue to develop these pollutant limits as necessary and effectively enforce such limits.~~

~~(c) These specific pollutant limits shall not be developed and enforced without individual notice to all person(s) or group(s) who have requested such notice and an opportunity to respond. Such pollutant limits shall be deemed pretreatment standards for the purposes of section 307(d) of the act.~~

~~(d) These pollutant limits are allocated to industrial users discharging wastewater into the city's sewer system as follows:~~

~~(1) Industrial contributory flow pollutant limitations.~~

~~(A) Industrial users that discharge these pollutants above domestic background limits (screening limits) will be evaluated by the city to determine if a wastewater discharge permit will be issued. These pollutants include:~~

~~(i) Arsenic;~~
~~(ii) Cadmium;~~
~~(iii) Chromium;~~
~~(iv) Copper;~~
~~(v) Cyanide;~~
~~(vi) Lead;~~
~~(vii) Molybdenum;~~
~~(viii) Selenium; and~~
~~(ix) Zinc.~~

~~(B) These pollutants shall be analyzed and reported as “total” pollutants unless otherwise specified.~~

~~(C) Only those contributing industrial users that are issued wastewater discharge permits and discharge these specific pollutants at levels above domestic background limits (screening limit) will be given an allocation of these pollutants. All other industrial users discharging these pollutants must not exceed the domestic background limits (screening limit), or must comply with requirements specified in subsection (d)(3).~~

~~(D) These specific pollutant limitations will be established in the industrial user’s wastewater discharge permit.~~

~~(E) Should the number of contributing industrial users change, either by addition or deletion of industrial users, or should the contributing industrial user discharge of these specific pollutants change significantly, then the city will determine whether a reallocation of these pollutants will be necessary.~~

~~(F) These specific pollutant limitations will apply at the point where the industrial user’s wastewater is discharged to the POTW.~~

~~(2) Uniform concentration pollutant limitations.~~

~~(A) All industrial users must comply with these uniform concentration limits as follows:~~

~~(i) Mercury - 0.0005 mg/l;~~
~~(ii) Nickel - 0.22 mg/l;~~
~~(iii) Phenols - 2.17 mg/l; and~~
~~(iv) Silver - 0.16 mg/l.~~

~~(B) These pollutants shall be analyzed and reported as “total” pollutants unless otherwise specified.~~

~~(C) These specific pollutant limitations will be established in the wastewater discharge permit for all permitted industrial users.~~

~~(D) All other industrial users will be required to comply with these specific pollutant limitations from this section.~~

~~(E) Any exceedance of these specific pollutant limitations shall constitute a violation of this division, regardless whether or not the industrial user is permitted.~~

~~(F) These specific pollutants will apply at the point where the industrial user's wastewater is discharged to the POTW.~~

~~(3) Domestic background limits (screening limit).~~

~~(A) These specific pollutant limitations will apply to all noncontributing industrial users. If the industrial user has not met the requirements in subsection (d)(1)(A) through (F) above, then the industrial user must comply with the domestic background limits listed as follows:~~

~~(i) Arsenic - 0.005 mg/l;~~
~~(ii) Cadmium - 0.001 mg/l;~~
~~(iii) Chromium - 0.010 mg/l;~~
~~(iv) Copper - 0.073 mg/l;~~
~~(v) Cyanide - 0.020 mg/l;~~
~~(vi) Lead - 0.005 mg/l;~~
~~(vii) Molybdenum - 0.030 mg/l;~~
~~(viii) Nickel - 0.010 mg/l;~~
~~(ix) Selenium - 0.005 mg/l;~~
~~(x) Zinc - 0.106 mg/l.~~

~~(B) These pollutants shall be analyzed and reported as "total" pollutants unless otherwise specified.~~

~~(C) Any industrial user that discharges wastewater that exceeds these specific pollutant limitations may be required to implement pollutant reduction activities to control such discharges as required by the city.~~

(a) It shall be unlawful for any Significant Industrial User to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this Section.

(b) No Significant Industrial User shall discharge wastewater that exceeds the following limits:

DAILY MAXIMUM CONTRIBUTION [a]

POLLUTANT	*SYMBOL*	*Daily Maximum*
Arsenic	*As*	*0.011*
Cadmium	*Cd*	*0.014*
Chromium	*Cr*	*0.37*
Copper	*Cu*	*0.33*
Cyanide	*CN*	*0.03*
Lead	*Pb*	*0.12*
Mercury	*Hg*	*0.0005*
Molybdenum	*Mo*	*0.08*
Nickel	*Ni*	*0.26*
Phenols	*--*	*2.6*
Selenium	*Se*	*0.006*
Silver	*Ag*	*0.19*
Zinc	*Zn*	*0.52*

[a] *All pollutants shown in the Table are total and in mg/L.*

(c) *The City may establish more stringent pollutant limits, additional site-specific pollutant limits, Best Management Practices, or additional Pretreatment Requirements when, in the judgment of the City, such limitations are necessary to implement the provisions of this Article.*

(~~D~~ *d*) Where ~~the~~ *an* ~~IU~~ *industrial user* exceeds these specific pollutant limitations, the ~~city~~ *City* may require the industrial user to:

(~~I~~ *1*) Reduce pollutant concentrations in the suspect wastestreams by implementing pollution prevention measures;

(~~ii~~ *2*) ~~Remove the suspect~~ *Terminate discharge from a specific* wastestream(s);

(~~iii~~ *3*) Implement ~~best management practices~~ *Best Management Practices* (BMP’s) where available to reduce the pollutant concentrations;

(~~iv~~ *4*) Install new treatment systems and/or upgrade existing treatment equipment where technology is available to remove such pollutants; and/or

(~~v~~ *5*) Comply with ~~reporting or~~ *additional* monitoring *and reporting* requirements ~~specified by the city~~.

~~(E) The city may use a notice of deficiency as a vehicle to impose the requirements specified in subsections (d)(3)(D)(i) through (v) above.~~

(e) The City may take an enforcement action for any violation of a limitation or requirement established in this Section.

~~(F) Failure to meet the requirements of the notice of deficiency would be a violation of this article.~~

(f) The City may modify an existing wastewater discharge permit or require an industrial user to apply for a wastewater discharge permit or take such other permitting actions as necessary for violations of a specific local discharge limit specified in Paragraph (b) of this Section.

~~(G) The city may also require the industrial user to apply for a wastewater discharge permit or modify an existing permit and comply with requirements in subsection (d)(1)(A) through (F) above.~~

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

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the ____________ day of ________________, 2011.

ADOPTED on this the _______________ day of ________________, 2011.

EFFECTIVE DATE on this the ________ day of ________________, 2011.

CITY OF SHERMAN, TEXAS

BY: ______________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5728

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5728
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.07, entitled "Water, Sewers and Sewage Disposal", Division 5, entitled "Regulations for Disposal of Industrial Waste", Part II, entitled "General Sewer Use Requirements", at Section 13.07.356, entitled "Specific Pollutant Limitations"

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. B.3

CONSENT AGENDA

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

C.1 **** RESOLUTION NO. 5633***
Awarding a Bid to and Authorizing Execution of a Contract with Municipal Water Works Supply for the Purchase of Water Meters and Water Meter Radio-Read Endpoints

C.2 **** RESOLUTION NO. 5634***
Authorizing the Purchase of a Replacement Backhoe and Mini Excavator for the Distribution/Collection Department through the Houston-Galveston Area Council of Governments (H-GAC)

C.3 **** RESOLUTION NO. 5635***
Authorizing the Purchase of a 2-1/2 Ton Flat Bed Dump Truck for the Distribution/ Collection Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.4 **** RESOLUTION NO. 5636***
Authorizing the Purchase of Rehabilitation Services from Fuquay, Inc. for Repairs to the Flocculation/Sedimentation Basins and Pipeline at the Water Treatment Plant through the Texas Local Government Purchasing Cooperative (BuyBoard)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. C.1

**** RESOLUTION NO. 5633***

Awarding a Bid to and Authorizing Execution of a Contract with Municipal Water Works Supply for the Purchase of Water Meters and Water Meter Radio-Read Endpoints

Issue

To consider the award of bid to Municipal Water Works Supply for the purchase of water meters and water meter radio-read endpoints

Background

A request for bids was publicly advertised; and four (4) bids were received and opened on November 7, 2011, as noted in the attached bid tabulation (Exhibit C). The low bidder for the majority of the water meters and for the endpoints was Municipal Water Works Supply of Royse City, Texas.

Origination

Department 7711, Utility Billing

Financial Consideration

Funds are budgeted for fiscal year 2011-2012 in the amount of $465,650.00 for the purchase of water meters under two inches (2”) and for the replacement of radio-read endpoints.

Staff Recommendation

It is recommended that the City Council award the bid to Municipal Water Works Supply of Royce City Texas, the lowest bidder for the majority of the listed items; and authorize the City Manager to execute the contract documents. Items not listed as low bid may be purchased from alternative vendors.

Alternatives

As may be directed by City Council

Attachments

Resolution No. 5633
Contract
Specifications (Exhibit A)
Pricing Specifications (Exhibit B)
Bid Tabulation (Exhibit C)

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5633

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MUNICIPAL WATER WORKS SUPPLY FOR THE PURCHASE OF WATER METERS AND WATER METER RADIO-READ ENDPOINTS; 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 Municipal Water Works Supply of Royse City, Texas, is hereby awarded the bid for the purchase of water meters and water meter radio-read endpoints; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Municipal Water Works Supply for the supply of water meters and water meter radio-read endpoints, 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 _________________, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

BY: ________________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

CITY OF SHERMAN
STANDARD CONTRACT

This Agreement is made by and between the **CITY OF SHERMAN, TEXAS,** a home-rule municipality, hereinafter referred to as "BUYER", and the **MUNICIPAL WATER WORKS SUPPLY**, of Royse City, TX, hereinafter referred to as the "SELLER," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

MUNICIPAL WATER WORKS SUPPLY____________
Name

6959 State Hwy 276____________________________
Address

Royse City, TX 75189___________________________
City, State, Zip

____
Telephone

cshearer@waterproductsusa.com_______________
Email

DESCRIPTION OF GOODS

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

See attached Pricing Specifications.______________________________________

[CHECK ONE:]

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

____
Date of Delivery

OR

__X__ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

DURATION: Upon approval of contract to September 30, 2012.

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."

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

8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.

9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:**
    a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

    b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event

shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

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

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

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

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

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

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.

23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.

28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.

29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

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

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by its City Manager and attested by its City Clerk, effective the ________day of________________________, 2011.

SELLER:	BUYER
MUNICIPAL WATER WORKS SUPPLY	**CITY OF SHERMAN, TEXAS**
BY:________________________________	**BY:**________________________________
NAME:______________________________	**GEORGE OLSON**
TITLE: ______________________________	**CITY MANAGER**
ADDRESS: 6959 STATE HIGHWAY 276	**220 W MULBERRY**
ROYSE CITY, TEXAS 75189	**SHERMAN, TX 75090**

ATTEST:

BY:______________________________

NAME:____________________________

TITLE: ____________________________

ATTEST:

BY:______________________________

LINDA ASHBY,

CITY CLERK

APPROVED:

____

BRANDON SHELBY

CITY ATTORNEY

CITY OF SHERMAN
SPECIFICATION FOR WATER METERS AND ERT UNITS

SCOPE
To obtain an agreement for the purchase of water meters with absolute encoder registers, inline connector and ERT units utilized by the City of Sherman Utility Billing Department in the metering and recording of water usage. An alternate bid for each size will be included to cover the water meter and inline connector but without the ERT.

INTENT
It is the intent of this specification to provide water meters and ERT units for distribution, metering and recording of usage of water.

EQUIPMENT MANUFACTURERS
All water meter bids shall be brand and model specified or City approved equal. The City of Sherman shall have the sole responsibility of determining City approved equals.

ERT units must meet exactly the fit, form and functionality of the manufacturer's parts to interface with the existing ITRON MVRS drive-by automated meter reading system.

ERT UNIT SPECIFICATION
ERT must be 60W or 100W units to communicate with existing ITRON MVRS automated meter reading handheld and mobile collections systems. The ERT will be pre-programmed for all absolute encoder registers.

COLD WATER METERS SPECIFICATION
GENERAL

Classification and Scope

Classification: This specification covers a contract for cold-water meters, positive displacement type, ranging in sizes 5/8" x 1/2" to 1.5". Meters shall be provided with an ITRON 60W or 100W ERT unit. All water meter registers will be an absolute encoder design and have glass lens and copper or stainless steel case. Except as otherwise modified or supplemented herein, the latest revision of AWWA Standard C-700 "AWWA Standard for Cold Water Meters - Displacement Type" and AWWA Manual M6 shall govern the materials, design, construction, manufacture and testing of all meters furnished under this specification. Standard flows apply.

Included herein are minimum requirements which are intended to govern in general the size and type required. There will be an alternate bid for each size meter which includes the inline connector but without the ITRON ERT. Scope: Meter Manufacturers considered acceptable for consideration under these specifications consist of Elster/Amco, Badger and Sensus.

It is the intent of the City of Sherman to minimize the repair of any meters furnished and maximize the reliability of automated meter reading performance. All meters and electronics furnished shall be new, first line quality, for cold water service. Except as otherwise modified or supplemented herein, meters must be positive displacement of the oscillating piston or nutating disc type. Neither multi-jet nor single jet meters are acceptable under this specification.

Applicable Specifications and Requirements

All meters shall meet or exceed AWWA Standard C-700 latest revision and the minimum specifications herein.

All meters must be ANSI/NSF61 certified.

All meters must have absolute encoder registers.

All meters shall be certified by ITRON, Inc as compatible with ITRON'S water ERT module.

All meters must utilize the ITRON "in-line' connector.

Each meter shall include a stainless steel strainer or a strainer of a suitable non-corrosive material. It shall fit snugly to the casing and shall be rigid, easy to remove and have an effective straining area at least two times that of the main case inlet.

All external nuts, bolts and washers shall be bronze or other non-corrosive material.

The overall length of meters, face to face spuds and flanges, shall be as follows:

5/8" x 1/2"	7 1/2" external screw ends
5/8" x 3/4"	7 1/2" external screw ends
3/4" x 3/4" Short	7 1/2" external screw ends
3/4" x 3/4" Long	9" external screw ends
1"	10 ¾" external screw ends
1 ½"	13" face to face of flange

Additional Requirements for 1 ½" Meters

Main case connections shall be flanges of the oval type. Gaskets (2) shall be SBR (red rubber) drop-in gaskets with matte or cloth faced finish. Flange bolts (4) and nuts (4) are to be zinc.

Meters shall be supplied with oval flanges, alternate pricing is requested for the meter without the flange.

Pricing to include meters with and without a test port.

Additional Requirements for 1 ½" Turbine Meters

This specification covers cold-water class II turbine type NSF 61. Class II meters are the in-line, horizontal axis, high-velocity type turbines characterized by lower head loss and a wider normal operating flow range than class I models.

Except as otherwise modified or supplemented herein, the latest revision of AWWA C-701 "Cold-water meters-turbine type, for Customer Service" shall govern the materials, design, construction, manufacturer and testing of all meters furnished under this specification. Standard flows shall apply.

Registers

The meter register shall be an absolute encoder design and be a "sealed register" type with straight reading indicator in U.S. gallons. The register shall be furnished with a low flow indicator and a sweep test hand that conforms to the latest revision of AWWA Standard C-700 and C-701. All meter registers shall have six (6) active number wheels. Meter registers shall have 1's, 10's, and 100's wheels numbered in white on a black field and the 1000's and above wheels numbered in black on a white field. The register face shall have an index circle located on the outer periphery with a center sweep test hand. Registers for given manufacturer, model and size shall be interchangeable.

As used in these specifications, the term "Sealed Register" shall mean a register that is tamper proof, factory sealed, non-shop repairable, permanently hermetically sealed against fogging, moisture and corrosion, and mechanically disconnected from the measuring components.

The lens shall be of a high-strength, heat-tempered or impact resistant glass. The lens shall be encased in a copper or stainless cup sealed with a rubber gasket to provide a heretically-sealed envelope.

Test Requirements
The manufacturer shall supply the test results of each meter purchased.

The City reserves the right to test all meters in accordance with AWWA Standard C-700 and C-701 (latest revision). Any meter that fails this test will be returned to the manufacturer freight collect, and the manufacturer shall replace the defective meter with new a new meter, freight prepaid. If more than 5% of any lot of meters tested fails to meet specifications, the City reserves the right to terminate the contract.

Guarantees
The manufacturer shall unconditionally guarantee the meters as follows:

The local register will operate accurately and free from moisture condensation for a period of fifteen (15) years.

The new meters furnished under this contract will meet the required new meter accuracy standards as established by AWWA Standard C-700 and C-701 (latest revision).

If a meter or meter components become defective within the warranty period, the manufacturer shall repair or replace the defective meter with a meter that meets specifications. The defective meter or component will be returned to the manufacturer freight collect, and the manufacturer shall replace the meter or proponents freight prepaid.

Bidders shall provide for consideration their proposed prices and their guarantees, as follows:

a. Unit price of these meters (including AMR absolute encoder register, ITRON 60W or 100W ERT with in-line connection, pre-programmed to the meter) under these specifications and executed written agreement signed by the officer of the company providing guarantees as outlined herein, or any additional features being offered in connection with guarantees.
b. For all meter sizes, Alternate Unit Price for meter alone with in-line connector, delivered with a weather seal at the connector.
c. For 1 ½" meters, an Alternate pricing for units delivered without flanges (base bid includes one flange)
d. For 1 ½" meters, Alternate pricing for meters with a test port.

The meters will be accepted when accompanied by a certificate furnished by the manufacturer attesting the meters supplied meets these specifications.

Any failure to specify exceptions will be basis for disqualification.

DEMONSTRATION
The City may require a demonstration of any item being bid as an equivalent at no expense to the City.

WARRANTY
All equipment shall include standard manufacturer's warranty. A summary of warranty must be attached to bid sheet.

APPROXIMATE USAGE
Estimated annual quantities are given for water meters and ERT units. Approximate usage does not constitute an order, but only implies the probable quantity the city will use.

The City reserves the right to increase or decrease the quantities listed as deemed to be in the best interest of the City at no additional cost to the City. Orders will be placed on an as-needed basis.

WATER METERS AND ERT UNITS NOT HEREIN LISTED
Due to many unforeseen needs the City may require over the contract period, all bidders are required to provide a percentage discount from manufacturer's list price for units not herein listed in the space provided on the bid sheet. Manufacture's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Bidder shall list the manufacturer, type of equipment covered by discount and discount from list price. Bidder is to provide a discount from manufacturer's list for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a 0 in the space provided.

PRODUCT CATALOG AND LIST PRICES
Current Product catalog and Manufacturer's list price sheets must be submitted with bid. Successful bidder(s) shall submit Manufacturer's price changes to the City at least seven (7) days prior to effective date of change. Additionally, new product and proposed discontinued product literature shall be submitted to the City at least seven (7) days prior to effective date of change. Specification sheets must be provided for any equipment bid that is to be evaluated by the City as an approved equal.

ORDERS AND INVOICING
Orders will be placed by the Utility Billing Department on an as needed basis. A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to Finance Department.

As a Municipal Government, the City of Sherman is exempt from Federal and State taxes. Taxes shall not be billed. A Tax Exempt Certificate will be issued to successful bidder upon request.

MINIMUM ORDER CHARGE
Minimum order charges are strongly discouraged. However, the City of Sherman understands that the cost of processing small orders may cause a disadvantage to some bidders. Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall note minimum order charge, if applicable, on the bid sheet.

DELIVERY
Deliveries shall be made to the City of Sherman Meter Shop, 2212 N Alexander, Sherman, Texas 75091. Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall state the number of days required to deliver items in the space provided on the bid sheets.

SPECIAL DELIVERY
In the event that a rush delivery is required by the ordering department, the additional cost between the standard delivery method and the Special Delivery method may be billed to the ordering department.

Vendor must provide proof of additional cost with the invoice. (ie. Invoice or statement showing the actual cost of the special delivery along with a statement of what the cost would have been for standard delivery.)

PRICING SPECIFICATIONS

- City departments will place orders on an "as-needed" basis.
- The City of Sherman is EXEMPT from all taxes allowed by local, state, or federal law.
- All items should be quoted FOB destination, City of Sherman, 2212 N Alexander St, Sherman, TX 75091.

Item	Description	Manufacturer	Model	Unit Price	Total Price	Delivery Time (Days)
1	5/8" x 1/2" Positive displacement water meter with absolute encoder register	Elster Amco	C-700	$ 68.41	$ 68.41	7-30
2	5/8" x 3/4" Positive displacement water meter with absolute encoder register	"	"	$ 71.89	$ 71.89	"
3	3/4" x 3/4" Short positive displacement water meter with absolute encoder register	"	"	$ N/A	$ N/A	"
4	3/4" x 3/4" Long positive displacement water meter with absolute encoder register	"	"	$ 83.10	$ 83.10	"
5	1" Positive displacement water meter with absolute encoder register	"	"	$ 136.71	$ 136.71	"
6	1 ½" Positive displacement water meter with absolute encoder register	"	"	$ 363.10	$ 363.10	"
7	1 1/2" Turbine water meter with strainer, with absolute encoder register, with test port	"	TS4000	$ 664.12	$ 664.12	"
8	1 1/2" Turbine water meter with strainer, with absolute encoder register, without test port	"	TS4000	719.25	719.25	"
9	Radio-read endpoint (ERT)	ITRON	60W	$ 52.75	$ 52.75	"
10	Radio-read endpoint (ERT) assembly kit	ITRON	60W	$ 2.24	$ 2.24	"
11	Radio-read endpoint (ERT)	ITRON	100W	$ 64.25	$ 64.25	"

12	Radio-read endpoint (ERT) assembly kit	ITRON	100W	$ 2.99	$ 2.99	7-30
13	1 1/2" Bronze Oval Strainer	Multiple		$ 327.00	$ 327.00	"
14	1 1/2" Bronze Oval Meter Flange Set			$ 37.50	$ 37.50	"

PERCENTAGE DISCOUNT FROM MANUFACTURER'S LIST PRICE FOR UNITS NOT LISTED ABOVE

Item	Description	Manufacturer	Model	Unit Price	Total Price	Delivery Time (Days)
	20 % off					

EXCEPTIONS TO THE SPECIFICATIONS:

Please list any exceptions to the specifications on this page. Please be specific by referencing the page and item number that you are taking exception to. If you need additional space use a blank page/s, mark the page/s "ADDITIONAL EXCEPTIONS" and include with your bid. If no exceptions are listed the City will assume you can meet all of the specifications listed within this bid.

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

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ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ITEM#____ EXCEPTION:______________________________

ADDENDUMS:

The bidder acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE BID.

ADDENDUM # 1 None

ADDENDUM # 2 None

ADDENDUM # 3 None

VENDOR TERMS AND CONDITIONS:

VENDOR PAYMENT TERMS: Net 30

VENDOR LEAD TIMES: 7-30 Days

VENDOR PAYMENT TERMS: ______

COMPANY NAME/ADDRESS AND REPRESENTATIVE CONTACT NUMBERS:

COMPANY NAME:	Municipal Water Works Supply
ADDRESS:	6959 State Hwy. 276 Royse City, Tx. 75189
COMPANY REPRESENTATIVE NAME:	Chad Shearer
TELEPHONE #:	972-635-2722
FAX #:	972-635-2722
EMAIL:	cshearer@waterproductsusa.com

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this proposal is accepted by The City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Sherman, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud.

OUR company is a (Check One):

Corporation ___(The bid MUST be signed by an Officer of the company)
Partnership X (The bid MUST be signed by a General Partner)
Joint Venture ___(The bid MUST be signed by an Officer of the company)
Sole Proprietor ___(The bid MUST be signed by the Owner)

COMPANY NAME:

COMPANY NAME (TYPED/PRINTED):
Municipal Water Works Supply

COMPANY ADDRESS:(TYPED/PRINTED):
6959 State Hwy. 276

CITY/STATE/ZIP(TYPED/PRINTED):
Royse City, Tx. 75189

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED): Chad Shearer

SIGNATURE:

DATE: 10-27-2011

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Invitation to Bid. When an award letter is issued, it becomes a part of this contract. Contract is not valid until a Purchase Order is issued.

BID TABULATION
Water Meters and Endpoints
Bid Opening: 10 AM 11/7/2011

Item	Description	Atlas	Water Works Supply	Utiluse	Trident	Trident-Promotional
1	5/8" x 1/2" Positive displacement water meter with absolute encoder register	$ 129.00	$ 68.41	$ 96.45	$ 76.00	
2	5/8" x 3/4" Positive displacement water meter with absolute encoder register	$ 115.00	$ 71.89	$ 96.45	$ 76.00	
3	3/4" x 3/4" Short positive displacement water meter with absolute encoder register	$ 136.00	N/A	$ 118.10	$ 116.00	
4	3/4" x 3/4" Long positive displacement water meter with absolute encoder register	$ 142.00	$ 83.10	$ 118.10	$ 116.00	
5	1" Positive displacement water meter with absolute encoder register	$ 206.00	$ 136.71	$ 146.13	$ 152.00	
6	1 ½" Positive displacement water meter with absolute encoder register	$ 375.00	$ 363.10	$ 357.52	$ 255.00	
7	1 1/2" Turbine water meter with strainer, with absolute encoder register, with test port	$ 798.00	$ 664.12	$ 416.07	N/A	
8	1 1/2" Turbine water meter with strainer, with absolute encoder register, without test port	$ 798.00	$ 719.25	$ 411.99	N/A	
9	Radio-read endpoint (60w ERT)	N/A	$ 52.75	N/A	$ 55.00	$ 55.00
10	Radio-read endpoint (60w ERT) assembly kit	N/A	$ 2.24	N/A	$ 2.85	$ 2.85
11	Radio-read endpoint (100w ERT)	N/A	$ 64.25	N/A	$ 66.00	$ 58.00 *
12	Radio-read endpoint (100w ERT) assembly kit	N/A	$ 2.99	N/A	$ 3.25	$ 3.25
13	1 1/2" Bronze Oval Strainer	N/A	$ 327.00	N/A	N/A	
14	1 1/2" Bronze Oval Meter Flange Set	N/A	$ 37.50	$ 54.89	N/A	

*Freight not included on promotion offfer.

Present:

From City of Sherman: Angie Gurley, Utility Billing Manager; Mary Lawrence, Controller; Diana Diaz, Accountant

Others: Mike McKinnie, Atlas Utility Supply Co; Sherry Lancon, Utiliuse

EXHIBIT C

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5634***

Authorizing the Purchase of a Replacement Backhoe and Mini Excavator for the Distribution/Collection Department through the Houston-Galveston Area Council of Governments (H-GAC)

Issue
Equipment purchase for the Distribution/Collection Department

Background
The Distribution/Collection Department has been approved in this year's operating budget to purchase a replacement backhoe and mini excavator. A 2012 Case 580SN Backhoe and 2012 Case CX36B Mini Excavator are available for purchase through the Houston-Galveston Area Council of Governments (H-GAC) purchasing cooperative. Purchasing from 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 replacement backhoe and mini excavator, priced at $80,164.00 and $39,399.82, respectively, will be purchased locally from Hi-Way Equipment Company through the H-GAC at a total purchase price of $119,563.82. A haul trailer for the backhoe will be purchased locally; and it is estimated that the cost of the haul trailer will be less than $10,000.00. Funding for these purchases was appropriated in the fiscal year 2011-2012 Distribution/Collection Department budget.

Staff Recommendation
It is recommended that staff be authorized to purchase equipment for the Distribution/Collection Department through the H-GAC.

Alternatives
As may be directed by the Council

Attachments
Resolution No. 5634
Utility Field Superintendent's Recommendation
H-GAC Contract Pricing Worksheets
H-GAC Agreement

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5634

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A REPLACEMENT BACKHOE AND MINI EXCAVATOR FOR THE DISTRIBUTION/COLLECTION DEPARTMENT 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 Hi-Way Equipment Company, through the Houston-Galveston Area Council of Governments (H-GAC), a replacement backhoe and mini excavator at a total purchase price of One Hundred Nineteen Thousand Five Hundred Sixty-Three Dollars and Eighty-Two Cents ($119,563.82), in accordance with the provisions of the H-GAC proposal and the terms and conditions of the Interlocal 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.

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 ________________, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
BILL MAGERS, MAYOR

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY, CITY ATTORNEY

FILE REFERENCE ____________

memorandum

DATE: November 10, 2011

TO: Mark Gibson, Director of Engineering and Public works

FROM: Daryl Baker, Utility Field Superintendent

SUBJECT: Recommendation for approval to purchase.
Backhoe, Mini Excavator and Flat Bed Dump Truck.

The Utility Maintenance Department has been approved in this year's budget to purchase a 2 ½ ton flat bed dump truck, a mini excavator and a replacement backhoe. We were able to get a bid for the flat bed dump truck from Texas Local government Purchasing Cooperative and bids for the backhoe and mini excavator from HGAC Buy board.

The Prices are as follows: 2012 International Flat Bed Dump Truck $68,839.43
2012 Case 580SN Backhoe $80,164.00
2012 Case CX36B Mini Excavator $39,399.82

We are requesting that the items be placed on the agenda for approval by the City Council.

Attachments: HGAC price quotes
TLGPC price quote
Approved budget

CC: Don Keene, Exec. Director – Planning & Public Works
Teddy Simpson, Utility Maintenance Supervisor
Joe Gregory, Utility Services Clerk
Gary Miller, Maintenance Superintendent

Sherman serving

From: 11/08/2011 11:44 #221 P.001/001

HGACBuy CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.: EM06-09	Date Prepared:	

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:	HI-WAY EQUIPMENT CO
Contact Person:	TEDDY SIMPSON	Prepared By:	SHANE FORTENBERRY
Phone:	903-892-7298	Phone:	903-893-7586
Fax:	903-892-7362	Fax:	903-8920871
Email:	teddys@ci.sherman.tx.us	Email:	sfortenberry@hiwayequip.com
Product Code:	A099	Description:	CX36B MINI EXC: 28.4 HP, 7,958# OPERATING WEIGHT, 18" BUCKET

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $38,169.00

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
747648 additional counterweight	$689.62		
747331 5' 3" arm, long arm	$541.20		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$1,230.82

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:	$39,399.82	=	Subtotal D:	$39,399.82

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

Description	Cost	Description	Cost
		Subtotal E:	$0.00

Delivery Date:	60-90 Days	F. Total Purchase Price (D+E):	$39,399.82

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	EM06-09	Date Prepared:	4/20/2011

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:	HI-WAY EQUIPMENT CO
Contact Person:	TEDDY SIMPSON, DARYL BAKER	Prepared By:	JAMES ALFORD
Phone:	903.892.7298	Phone:	903.241.6886
Fax:	903.892.7362	Fax:	903.892.0871
Email:	teddys@ci.sherman.tx.us	Email:	jalford@hiwayequip.com

Product Code:	F139	Description:	Case 580SN ROPS, 2W/D, 82" loader bkt, 18" b/h bkt, std b/h

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$57,307.00

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
#423078 PILOT CONTROLS	$2,210.00	#423082 MECH COUPLER RETROFIT BKT KIT	$87.00
INCLUDES POWER LIFT OPTION		#747875 TOOL BOX	$115.00
#423069 24" UNIVERSIAL BKT IN LIEU OF 18" BK	$74.00	#442100 19.5X24, 10PR REAR SPARE TIRE	$921.00
#442056 FLIP OVER COMBO STABILIZER PADS	$546.00	#423015 12X16.5 10PR LUG FRONT SPARE TIRE	$291.00
#295686A1 82" QA BKT IN LIEU OF 82" STD BKT	$750.00		
#423049 HYD QA LOADER BKT	$3,522.00		
#747855 CAB, LH DOOR W/HEATER/AC	$5,797.00		
#423077 AM/FM WEATHER RADIO	$155.00		
#747770 CLOTH SEAT IN LIEU OF VINYL SEAT	$16.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$14,484.00

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
MFD FOUR WHEEL DRIVE	$8,373.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$8,373.00

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:	12%

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:	$80,164.00	=	Subtotal D:	$80,164.00

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

Description	Cost	Description	Cost
		Subtotal E:	$0.00

Delivery Date:	60-90 Days	F. Total Purchase Price (D+E):	$80,164.00

660-FLEET REPLACEMENT
FUNCTION 7
FLEET - UTILITY FUND

EXPENDITURES				BUDGET
MAINTENANCE & REPAIR				
CONTRACTUAL SERVICES				
LOAN/LEASE DEBT SERVICE				
CAPITAL OUTLAY				
660-8-7700-88004 AUTOMOTIVE EQUIPMENT				209,700
7720 FLAT BED DUMPT TRUCK	0	0.00	76,200.00	
7720 BACKHOE	0	0.00	82,500.00	
7720 MINI EXCAVATOR	0	0.00	51,000.00	
TOTAL CAPITAL OUTLAY				209,700
TOTAL FLEET - UTILITY FUND				209,700

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-15389

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY Talmadge N. Buie

TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY Date 3/27/91
Manager of Cooperative Purchasing

BY Date 4/3/91
Jack Steele
Executive Director
March 28, 1991

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5635***
Authorizing the Purchase of a 2-1/2 Ton Flat Bed Dump Truck for the Distribution/Collection Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue
Equipment purchase for the Distribution/Collection Department

Background
The Distribution/Collection Department has been approved in this year's operating budget to purchase a 2-1/2 ton flat bed dump truck. A 2012 International Flat Bed Dump Truck is available for purchase through the Texas Local Government Purchasing Cooperative, which 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. Local vendors were given an opportunity to provide this equipment, and were not able to do so, or were not able to meet preferential pricing allowed to local vendors.

Origination
Department of Utilities Administration

Financial Consideration
The flat bed dump truck will be purchased from Southwest International Trucks through the BuyBoard at a total purchase price of $68,893.43. Funding for this purchase was appropriated in the fiscal year 2011-2012 Distribution/Collection Department budget.

Staff Recommendation
It is recommended that the purchase of equipment for the Distribution/Collection Department be approved.

Alternatives
As may be directed by the Council

Attachments
Resolution No. 5635
Utility Field Superintendent's Recommendation
Buyboard Pricing Worksheet and Supporting Documentation
BuyBoard Agreement

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2-1/2 TON FLAT BED DUMP TRUCK FOR THE DISTRIBUTION/COLLECTION DEPARTMENT 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 through the Texas Local Government Purchasing Cooperative (BuyBoard) a 2-1/2 ton flat bed dump truck at a total purchase price of Sixty-Eight Thousand Eight Hundred Ninety-Three Dollars and Forty-Three Cents ($68,893.43), 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.

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 ________________, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

BY: ________________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON SHELBY, CITY ATTORNEY

FILE REFERENCE ____________

memorandum

DATE: November 10, 2011

TO: Mark Gibson, Director of Engineering and Public works

FROM: Daryl Baker, Utility Field Superintendent

SUBJECT: Recommendation for approval to purchase.
Backhoe, Mini Excavator and Flat Bed Dump Truck.

The Utility Maintenance Department has been approved in this year's budget to purchase a 2 ½ ton flat bed dump truck, a mini excavator and a replacement backhoe. We were able to get a bid for the flat bed dump truck from Texas Local government Purchasing Cooperative and bids for the backhoe and mini excavator from HGAC Buy board.

The Prices are as follows: 2012 International Flat Bed Dump Truck $68,839.43
2012 Case 580SN Backhoe $80,164.00
2012 Case CX36B Mini Excavator $39,399.82

We are requesting that the items be placed on the agenda for approval by the City Council.

Attachments: HGAC price quotes
TLGPC price quote
Approved budget

CC: Don Keene, Exec. Director – Planning & Public Works
Teddy Simpson, Utility Maintenance Supervisor
Joe Gregory, Utility Services Clerk
Gary Miller, Maintenance Superintendent

Sherman serving

Texas Local Government Purchasing Cooperative

PRICING WORKSHEET			
Buying Agency: City of Sherman		Date Prepared	4/20/2011
Southwest International Trucks		Contract # 358-10	
Product Description: 2012 International 4300 flat bed dump			
Contact Person:		Item: Base Chassis Bid	$ 47,985.83
B: Options	Option cost is 80% of MSRP		-
Material surcharge	600.00	synthetic trans oil	120.80
front tow hooks	58.40	Spicer 21K rear axle	778.40
HD frame rails	412.00	23,500 rear springs	106.40
License plate holder	23.20	synthetic axle lube	73.60
Wheelbase	195.20	silicone heter hoses	62.40
10K front axle and springs	595.20	L&R convex mirrors	17.60
ABS air brake system	1,085.60	air conditioner	658.40
16.5 x 5 HD front brakes	212.00	a/c air filter	60.80
air compressor	55.20	spare wheel	122.40
cigar liter	14.40	Steel 10 hole 8.25" wheels	(20.80)
body builder wiring	50.40	Goodyear G182 rear tires	355.20
AM FM stereo radio	270.40	Goodyear G661 front tires	126.40
jump start stud	66.40	60 month/150,000 tow warranty	140.00
air horn	38.40		
work light toggle switch	33.60		
circuit breakers	79.20		
bug screen	104.80		
Maxxforce 7 240 hp/620 torq	574.40		
remote engine control	36.00		
Allison 2500 RDS auto trans	3,187.20		
Subtotal Column 1:	$ 7,692.00	Subtotal Column 2:	$2,601.60
Total Options			$ 10,293.60
CHASSIS WITH FACTORY OPTIONS			$ 58,279.43
TOTAL BODY PRICE	See attached body spec sheet		$9,775.00
	Red River HD flat bed dump		
Additional Options:			
Buy Board Fee			400.00
Transportation			200.00
DOT Inspection with Fire Extinguisher and Road Flare Kit			185.00
		TOTAL BUY BOARD PRICE	$68,839.43

Calvin Lewis
Southwest International Trucks-Mckinney
Mckinney, Texas, 75070
Fax#972-542-5250
Office# 972-542-1201
E-mail Address: Calvin.lewis@swit-tx.com

To purchase this unit, please issue a purchase order to the Buy Board; the Buy Board will notify Southwest International of your purchase order. We will order the truck and body when we receive the purchase order from the buy Board.

Thank you,
Calvin Lewis

4/21/20111:37 PM

RED RIVER TRUCK REPAIR
3415 HWY 75 S.
SHERMAN,TEXAS 75090

TO: SOUTHWEST INTERNATIONAL
ATT: CALVIN LEWIS

5/7/2009

HD 16'FLAT BED DUMP W/ 12" REMOVABLE SIDES

3/16" SMOOTH STEEL FLOOR
7" LONGSILES
4" CROSS MEMBERS ON 12" CENTERS
HEADER BOARD W/ WIDE EXPANDED METAL WINDOW
S20 SISSOR HOIST.....14TON LIFT ON 16' BED W/2' HANG OVER OR TWIN
CYLINDER UNDERBODY HOIST
HOTSHIFT PTO
G102 HYD PUMP
PAINTED BLACK

$ 9775.00

THANKS

DON COGBURN

NOTE: This is a very heavy duty bed...

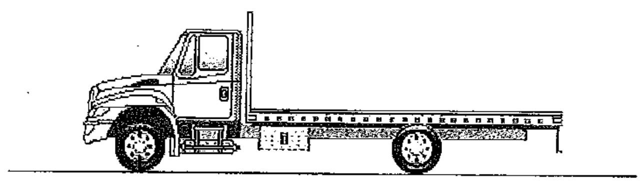
INTERNATIONAL®

April 20, 2011

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
2010 4300M7 SBA 4X2 (MA065)

APPLICATION:	Flat Dump
MISSION:	Requested GVWR: 31000. Calc. GVWR: 31000 Calc. Start / Grade Ability: 25.90% / 2.40% @ 55 MPH Calc. Geared Speed: 70.4 MPH
DIMENSION:	Wheelbase: 187.00, CA: 119.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{MaxxForce 7} EPA 10, 240 HP @ 2600 RPM, 620 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 240 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500_RDS_P} 4th 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:	{International I-100SG} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060S} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends Gear Ratio: 6.50
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G182 RSD (GOODYEAR) 496 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)	List (USA DOLLAR)
MA06500	Base Chassis, Model 4300M7 SBA 4X2 with 187.00 Wheelbase, 119.90 CA, and 75.00 Axle to Frame.	6019/2734	8753	$60,570.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	$73.00
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	57/265	322	$515.00
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3	$29.00
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	0/0	0	$0.00
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)	0/0	0	$244.00
2ADC	AXLE, FRONT NON-DRIVING {International I-100SG} I-Beam Type, 10,000-lb Capacity	41/0	41	$627.00
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers	63/0	63	$117.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	97/33	130	($339.00)
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30	$1,357.00
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	0/0	0	$0.00
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/6	6	$0.00
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	36/0	36	$265.00
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	0/27	27	$0.00
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	46/-1	45	$69.00
5AAA	STEERING COLUMN Stationary	0/0	0	$0.00
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0	$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	25/0	25	$0.00
7BDA	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe	0/0	0	$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	$0.00
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1	$18.00
8GGZ	ALTERNATOR {Leece-Neville LBP2224H} Brush Type; 12 Volt 120 Amp. Capacity, Pad Mounted	0/0	0	$0.00
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	$63.00

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (USA DOLLAR)
8MED	BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1100CCA Total	0/0	0	$0.00
8RJV	RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	3/0	3	$338.00
8WBW	JUMP START STUD Remote Mounted	2/0	2	$83.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	2/0	2	$48.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3	$42.00
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0	$0.00
8WYD	STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch	0/0	0	$0.00
8WZK	HEADLIGHTS Halogen; Composite Aero Design for Two Light System	0/0	0	$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0	$99.00
9HAD	GRILLE Chrome	0/0	0	$0.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5	$131.00
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0	$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	$0.00
11001	CLUTCH Omit Item (Clutch & Control)	-64/-11	-75	$0.00
12NUH	ENGINE, DIESEL {MaxxForce 7} EPA 10, 240 HP @ 2600 RPM, 620 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 240 Peak HP (Max)	0/0	0	$718.00
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	1/0	1	$101.00
12UAY	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 817 SqIn Louvered, With 262 SqIn CAC, With In Tank Oil Cooler	52/-1	51	$0.00
12VBR	AIR CLEANER With Service Protection Element	0/0	0	$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	$0.00
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines	0/0	0	$45.00
12VZD	FEDERAL EMISSIONS for 2010; MaxxForce 7 Engines	0/0	0	$6,000.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations	0/0	0	$0.00

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (USA DOLLAR)
13ALX	TRANSMISSION, AUTOMATIC {Allison 2500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/ Off Hwy; 33,000 lb GVW & GCW Max., With PTO Provision, Less Retarder	-22/2	-20	$3,984.00
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0	$151.00
13WYK	SHIFT CONTROL PARAMETERS Allison Load Based Shift Schedules (LBSS)	0/0	0	$0.00
14AGG	AXLE, REAR, SINGLE {Dana Spicer 21060S} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 6.50	0/56	56	$973.00
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/66	66	$133.00
14WLA	AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0	$92.00
15SGK	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Deep, With Quick Connect Outlet, Mounted Right Side, Under Cab .	0/0	0	$0.00
16030	CAB Conventional	0/0	0	$0.00
16400	SEAT, PASSENGER Omit Item	0/0	0	$0.00
16975	HEATER HOSES Silicone	0/0	0	$78.00
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0	$0.00
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	1/0	1	$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	$0.00
16JPU	SEAT, FRONT BENCH {Gra-Mag} Full Width; Vinyl, With Fixed Mid Back	0/0	0	$0.00
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	2/0	2	$22.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	66/5	71	$823.00
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0	$0.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1	$76.00
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0	$0.00
26DRA	WHEEL, SPARE, DISC 22.5" Painted Steel, 10 Stud (285.75MM BC Hub Piloted) 8.25 DC Rim	0/70	70	$153.00
27DMA	WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	91/0	91	$56.00
28DMA	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/24	24	($82.00)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (USA DOLLAR)
7372130121	(4) TIRE, REAR 11R22.5 G182 RSD (GOODYEAR) 496 rev/ mile, load range G, 14 ply	0/180	180	$444.00
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/ mile, load range G, 14 ply	84/0	84	$158.00
	Total of Product Features			**$78,322.00**
	Cab schematic 100GA			
	Location 1: 9219, Winter White (Std)			
	Chassis schematic N/A			
	Services Section:			
40BKH	SERVICES, TOWING To 60-Month/150,000 Miles (240,000 km), 5400 Hours; Service Call to the Vehicle or Towing to the Nearest International Dealership for a Non-Drivable Unit in Conjunction with an International Warrantable Failure; $250 (USA) Maximum Benefit per Incident	0/0	0	$280.00
	Total of Service Features			**$280.00**
	Total Component Weight:	**6633/3477**	**10110**	
	Total List Price Including Options:			**$78,602.00**

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.

660-FLEET REPLACEMENT
FUNCTION 7
FLEET - UTILITY FUND

EXPENDITURES				BUDGET
MAINTENANCE & REPAIR				
CONTRACTUAL SERVICES				
LOAN/LEASE DEBT SERVICE				
CAPITAL OUTLAY				
660-8-7700-88004 AUTOMOTIVE EQUIPMENT				209,700
7720 FLAT BED DUMPT TRUCK	0	0.00	76,200.00	
7720 BACKHOE	0	0.00	82,500.00	
7720 MINI EXCAVATOR	0	0.00	51,000.00	
TOTAL CAPITAL OUTLAY				209,700
TOTAL FLEET - UTILITY FUND				209,700

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INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5636***

Authorizing the Purchase of Rehabilitation Services from Fuquay, Inc. for Repairs to the Flocculation/Sedimentation Basins and Pipeline at the Water Treatment Plant through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue

Authorize rehabilitation of the Water Treatment Plant flocculation/sedimentation basins and pipeline

Background

The current Capital Improvement Program contains a project to rehabilitate the Water Treatment Plant flocculation/sedimentation basins and to reline the pipe between the basins and filters. The required rehabilitation services are available for purchase through the Texas Local Government Purchasing Cooperative, which 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. The Contractor's proposed prices are below the BuyBoard standard quotes.

Origination

Department of Utilities Administration

Financial Consideration

The rehabilitation services to make the repairs will be purchased from Fuquay, Inc. through the BuyBoard at a total purchase price of $523,461.10, said amount to be funded through the Greater Texoma Utility Authority. A sum of $500,000.00 is budgeted for this project. If required, $56,430.00 in additive alternates may be deleted from the project to offset budget requirements.

Staff Recommendation

It is recommended that the proposal from Fuquay, Inc. be accepted for the rehabilitation of the flocculation/sedimentation basins and associated pipeline at the Water Treatment Plant.

Alternatives

As may be directed by the Council

Attachments

Resolution No. 5636
Buyboard Pricing Proposal
BuyBoard Interlocal Participation Agreement

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5636

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF REHABILITATION SERVICES FROM FUQUAY, INC. FOR REPAIRS TO THE FLOCCULATION/SEDIMENTATION BASINS AND PIPELINE AT THE WATER TREATMENT PLANT 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 through the Texas Local Government Purchasing Cooperative (BuyBoard) rehabilitative services from Fuquay, Inc. for repairs to the flocculation/sedimentation basins and pipeline at the Water Treatment Plant at a total purchase price of Five Hundred Twenty-Three Thousand Four Hundred Sixty-One Dollars and Ten Cents ($523,461.10), 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.

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 ________________, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON SHELBY, CITY ATTORNEY

FUQUAY, INC.

Certified WBE/DBE

P. O. Box 10327 Austin, Texas 78766 Phone (830) 606-1882 Fax (830) 606-1885

BuyBoard® Cooperative Purchasing

DATE: NOVEMBER 15, 2011
PROJECT: CITY OF SHERMAN FLOCCULATION/SEDIMENTATION BASINS

Cured In Place Pipe & Pipeline Rehabilitation & Underground Asset Renewal #354-10

BASE BID							
Section B - Structure (manhole) Rehabilitation and Corrosion Protection	**Unit**	**Unit Price**			**Unit Price**		
466 Condition Standards and Repair Methods -- Condition 1	SQFT	$11.50	1208	$13,892.00	$11.25	1208	$13,590.00
467 Condition Standards and Repair Methods -- Condition 2	SQFT	$22.50	20196	$454,410.00	$20.50	20196	$414,018.00
481 Manhole Rehabilitation - Polyurethane (PCM) only -- (Coat 145 LF of Existing 60-inch diameter concrete pipe with 125 mils Spraywall)	SQFT	$20.00	2278	$45,560.00	$16.45	2278	$37,473.10
Section C - Crew Travel & Mobilization	**Unit**	**Unit Price**			**Unit Price**		
493 Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	$2,500.00	1	$2,500.00	$1,950.00	1	$1,950.00
						BASE BID:	$467,031.10
ADDITIVE ALTERNATES							
1) COAT FLOOR OF FLOCCULATION AREA							
Section B - Structure (manhole) Rehabilitation and Corrosion Protection	**Unit**	**Unit Price**			**Unit Price**		
466 Condition Standards and Repair Methods -- Condition 1	SQFT	$11.50	4576	$52,624.00	$11.25	4576	$51,480.00
2) SAND BLAST WIERS							
Section K - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning	**Unit**	**Unit Price**			**Unit Price**		
746 Tuberculation Removal (SAND BLASTING WIERS)	IN/DIA/LF	$5.00	990	$4,950.00	$5.00	990	$4,950.00
				$573,936.00		**BASE BID PLUS ALTERNATES:**	$523,461.10

PROJECT NOTES:

1) QUANTITIES FOR BASE BID ITEM 466 INCLUDES COATING THE TRIANGLE FLOOR BEAMS WITH 125 MILS SPRAYWALL.

2) QUANTITIES FOR BASE BID ITEM 467 INCLUDES LINING AND COATING THE INTERIOR OF THE NORTH WALL, SOUTH WALL, EAST WALL, WEST WALL, BOTH SIDES OF THE INTERIOR WALL, AND PIERS WITH 1/2 - INCH OF CEMENTITIOUS MATERIAL AND 125 MILS OF SPRAYWALL. LINING AND COATING WILL BE INSTALLED FROM THE FLOOR APPROXIMATELY 16 VF TALL TOWARDS THE TOP OF THE STRUCTURE.

3) QUANTITIES FOR BASE BID ITEM 481 INCLUDES COATING 145 LF OF THE EXISTING 60-INCH DIAMETER CONCRETE PIPE WITH 125 MILS SPRAYWALL.

4) QUANTITIES FOR ADDITIVE ALTERATE ITEM 466 INCLUDES COATING THE FLOOR OF THE FLOCCULATION AREA WITH 125 MILS OF SPRAYWALL.

5) QUANTITIES FOR ADDITIVE ALTERNATE ITEM 746 INCLUDES 10 HOURS OF SAND BLASTING AT $495.00/HR FOR SAND BLASTING THE WIERS.

6) PROPOSAL ASSUMES THAT CITY OF SHERMAN PERSONNEL WILL REMOVE THE PADDLES AND CHAINS FROM THE BASIN PRIOR TO LINING AND COATING WORK.

7) PROPOSAL ASSUMES THAT CITY OF SHERMAN PERSONNEL WILL REMOVE ANY EQUIPMENT FROM INSIDE THE FLOCCULATION AREA PRIOR TO COATING THE FLOOR.

8) PROPOSAL ASSUMES THAT CITY OF SHERMAN PERSONNEL WILL REMOVE OR PROTECT THE EXISTING CONDUITS RUNNING ALONG THE SIDE OF THE INTERIOR WALLS OF THE STRUCTURE PRIOR TO LINING AND COATING WORK.

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INTERLOCAL PARTICIPATION AGREEMENT for the Texas Local Government Purchasing Cooperative

RECEIVED

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.

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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.
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   a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
   b. By the Cooperative. The Cooperative may terminate this Agreement by:
      1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

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

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

GENERAL PROVISIONS

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

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

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

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. C.5

RESOLUTION NO. 5637
Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Issue
To consider casting the 255 votes allocated to the City of Sherman for the election of a candidate to the Board of Directors for the Grayson Central Appraisal District.

Background
Every two years, the taxing entities of Grayson County elect the five members of the Grayson Central Appraisal District's Board of Directors. Votes are apportioned on the basis of the tax levy of each entity. The City of Sherman has been allocated 255 votes; and a total of 1,000 votes are necessary to assure the election of a nominee. At the October 17, 2011 regular meeting, the City Council took no action to nominate a candidate to the Board.

Grayson County is casting a portion of their votes to elect nominee Brett Graham; and the SISD is doing the same to elect nominee Al Zorilla. The taxing entities have offered to combine their remaining votes with the City of Sherman's 255 to elect another candidate. SISD Board of Trustees President Kiki Osterman will be present to provide additional information and answer any questions.

Origination
Grayson Central Appraisal District

Financial Consideration
There is no direct financial impact on the City's finances.

Council Action Requested
Cast the City of Sherman's votes for one of the candidates to the Grayson Central Appraisal District Board of Directors.

Alternatives
The City Council could decide to abstain from voting.

Attachments
Resolution No. 5637
Chief Appraiser Teresa Parson's letter of October 26, 2011 with Voting Allocation
Official Ballot with List of Candidates
Candidate Resumes/Information

Prepared and Approved by:
George Olson, City Manager

RESOLUTION NO. 5637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; 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, pursuant to the authority of V.T.C.A., Tax Code §6.01, an appraisal district known as the Grayson Central Appraisal District has been created in Grayson County, Texas; and

WHEREAS, the governing bodies of the taxing authorities participating in said district are authorized to cast votes for candidates nominated to serve as Directors to said Board; and

WHEREAS, the Grayson Central Appraisal District has notified the City that it is entitled to 255 votes in the Director's election; and

WHEREAS, the City Council elects to combine its voting allocation with the remaining votes of the Sherman Independent School District and Grayson County;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby casts 255 votes for the following candidate for Director of the Grayson Central Appraisal District:

____

SECTION 3. That the City Clerk shall mark the attached ballot in accordance with this resolution and forward same with a certified copy of this resolution to the Grayson Central Appraisal District.

SECTION 4. 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 ________________, 2011.

CITY OF SHERMAN, TEXAS

BY: ________________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ________________________________

BRANDON S. SHELBY,
CITY ATTORNEY

Grayson Central Appraisal District
205 N. Travis
Sherman, Texas 75090
Phone (903) 893-9673
Fax (903) 892-3835
www.graysonappraisal.org

October 26, 2011

Bill Magers, Mayor
City of Sherman
P.O. Box 1106
Sherman, TX 75091

Dear Mayor:

As provided by Property Tax Code, Section 6.03, Subsection (j), please find enclosed an official ballot for the Grayson Appraisal District Board of Directors election for the term 2012-2013. The number of votes allocated to the **City of Sherman** is:

255

Property Tax Code Section 6.03, Subsection (k), states that each taxing unit eligible to vote shall determine its vote by resolution and submit it to the chief appraiser **before** December 15, 2011. A sample resolution has been included for your convenience. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote total elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

If you have any questions regarding this procedure, please contact me at the above telephone number.

Sincerely,

Teresa Parsons

Teresa Parsons
Chief Appraiser

Grayson Central Appraisal District
Board of Directors Election
2012-2013
Voting Allocation

ENTITY	2010 TAX LEVY	% OF TOTAL	# OF VOTES
Bells ISD	2,826,350.77	2.0419	102
City of Bells	231,525.33	0.1673	8
Celina ISD	3,389.89	0.0024	0
Collinsville ISD	1,525,968.76	1.1025	55
City of Collinsville	151,512.24	0.1095	5
Denison ISD	17,002,909.34	12.2839	614
City of Denison	6,058,817.73	4.3773	219
Gunter ISD	3,292,675.45	2.3788	119
City of Gunter	479,401.21	0.3463	17
Howe ISD	2,580,946.40	1.8646	93
City of Howe	447,930.08	0.3236	16
Pilot Point ISD	145,029.73	0.1048	5
Pottsboro ISD	7,945,203.62	5.7401	287
City of Pottsboro	538,878.11	0.3893	19
Sadler/Southmayd ISD	4,500,563.29	3.2515	163
City of Southmayd	180,086.35	0.1301	7
Sherman ISD	32,938,756.98	23.7970	1,190
City of Sherman	7,055,449.54	5.0973	255
Tioga ISD	1,016,426.48	0.7343	37
City of Tioga	186,299.44	0.1346	7
Tom Bean ISD	1,754,834.09	1.2678	63
City of Tom Bean	162,708.35	0.1176	6
Trenton ISD	80,241.27	0.0580	3
Van Alstyne ISD	5,753,852.76	4.1569	208
City of Van Alstyne	1,047,978.36	0.7571	38
Whitesboro ISD	6,142,572.67	4.4378	222
City of Whitesboro	612,483.66	0.4425	22
Whitewright ISD	1,935,885.00	1.3986	70
City of Whitewright	375,376.53	0.2712	14
Grayson County	31,424,498.63	22.7030	1,135
City of Knollwood	17,172.18	0.0124	1
TOTALS	138,415,724.22	100.0000	5,000

OFFICIAL BALLOT

ELECTION OF THE BOARD OF DIRECTORS
OF THE GRAYSON CENTRAL APPRAISAL DISTRICT
2012-2013 TERM

- Five Members to be Elected;
- Indicate Number of Votes You Wish to Cast for Each Candidate;
- Ballots and Resolution Due At Appraisal District Office By December 15, 2011.

__________ Norman Gordon

__________ Brett Graham

__________ Lynn Mitchusson

__________ Dr. Jerry Stout

__________ Charles Williams

__________ Al Zorrilla

City of Sherman
Total Votes = 255

Norman K. Gordon
ABR, GRI, SFR, Realtor®

As a life-long resident of Denison, Norman knows this beautiful region of North Texas by heart.

As a dedicated Realtor for 15 years, he enjoys introducing clients to the finer points like the relaxed atmosphere; friendly people; recreation opportunities at nearby Lake Texoma; great medical facilities; quality schools; and convenient proximity to the Dallas/Ft. Worth metroplex.

Norman's deep ties to the area combined with his reputation for honesty, proven results and knowledge of the business make him uniquely suited to serve your real estate needs.

Resources and credentials include:

An in-depth knowledge of every housing and lifestyle choice in the Sherman/Denison/Lake Texoma region.

Advanced real estate training and education:
Accredited Buyers Representative designation
Graduate Realtors Institute designation
Short Sale and Foreclosure Resource designation
Bachelor of Science degree with honors, Texas A&M University

Connectivity and trust among Realtors actively serving home buyers and sellers:
Honored as Realtor of the Year by the Greater Texoma Association of Realtors® in 2005
Named President of the Greater Texoma Association of Realtors® in 2004
Honored as Realtor Associate of the Year by the Greater Texoma Association of Realtors® in 2000
Continuously serving as chairman or member of multiple professional committees throughout his career

A strong leadership presence in the community:

Grayson Central Appraisal District Board of Directors

Grayson Central Appraisal District Appraisal Review Board – 6 yrs

Chairman, Denison Community Foundation
Member, Regensburger Foundation Board of Trustees
Member, Denison Chamber of Commerce
Member, Denison Rotary Club
Consistent supporter of local fundraising events and drives

Al Zorrilla is the owner of Motor Masters in Sherman. He and his wife Maurada have one child, Nathan. Maurada is a retired SISD teacher. Al was first elected to the Sherman ISD school board in May of 1997. Other activities include Board of Texoma Council of Governments, Appraisal District Board of Directors and Board of Directors of Kiwanis. The Zorrilla family attends Western Heights Church of Christ.

Brett H. Graham

5800 Texoma Parkway
Sherman, Texas 75090

903-892-2122 ext. 201
903-892-2125 fax
903-815-6764 mobile

brett@grahamtrucks.com
www.grahamtrucks.com
www.trophybasslodge.com

Experience

Partner, TTAC

- TTAC is a Sherman based company that manufactures and distributes innovative welding masks for the industrial market.

Owner & General Mananger, Graham International Inc.

Graham International, a franchised International Truck Dealership, has been in operation since 1965 with locations in Sherman and Paris, Texas.

Owner & General Manager, Graham Truck Centers

- Graham Truck Centers is a Bridgestone, Firestone, Michelin, BF Goodrich, Double Coin, and Hankook medium truck tire dealership established in 1999. Graham Truck Centers has locations in Sherman, Paris, Anna, Denton, and Calera, Oklahoma.

1991–1993 Jack Poe Company, Dallas, TX

Real Estate Appraiser

Appraised commercial properties nationwide including apartments, office buildings, vacant commercial land, auto dealerships, and airliner restoration facilities.

Education

1986 Graduate of Sherman High School, Sherman Texas

1990 Graduate of Baylor University, BBA in Marketing and Real Estate

Associations and Community Service

Texas Association of Business, State Board, State Chair, 2011
Texas Association of Business, State Board, Vice Chair, 2010
Texas Association of Business, State Board, Secretary, 2009
Texas Association of Business, State Board of Directors, 1998-present
Texas Association of Business, State Tax Committee Chair, 2003-2007
Texas Association of Business, BACPAC Chair, 2008, 2009, 2010, 2011
Texas Association of Business, Chapter Chair, North Texas Region, 1998, 2001
Denison Development Foundation, Board of Directors, 2011
Founding Trustee, Texas Automobile Dealers Association AutoComp Program, 2005-2008
Sherman Salvation Army, Board of Directors, 1997-2003
Grayson County United Way Board of Directors, 1997-2004
Grayson County United Way, Business Division Chair 1997-1999
Grayson County United Way, President, 2002
Grayson County United Way, Campaign Chair, 2001, 2003

First United Methodist Church, Administrative Board, 1996-2000
Sherman Chamber of Commerce, Board Of Directors, 1996-1999
Sherman Chamber of Commerce, Business Activities Chair, 1999
Denison Development Alliance, Board of Directors, 2011
Boy Scouts Regional Advisory Board, Board Member, 1996-1997
State Team Member, Skeeter Boats, Inc. 2005-Present
Member, Committee to Research 4A & 4B Sales Tax for Economic Development, 1996
Member, Delta Upsilon Fraternity, Baylor University, 1988-1990

Married Debbie Scheschuk of Houston, Texas in 1993. Have three children, Luke 14 years old, Kristen, 12 years old, Daniel 8 years old.

A fifth generation Grayson County resident, Brett Graham was born in Sherman, Texas in 1968. After attending elementary school in Denison and middle school in Pottsboro, he graduated from Sherman High School in 1986. Education continued at Baylor University, where he double majored in Marketing and Real Estate, graduating in 1990.

Employment started at the Jack Poe Company, a commercial appraisal company in Dallas, Texas. Brett specialized in commercial appraisal of multi-family apartments, office buildings and commercial land, but appraised various properties including auto dealerships and aircraft restoration facilities.

Brett married Debbie Scheschuk in July 1993, and they have lived in Denison since. They have three children, Luke, Kristen and Dan Graham.

In July 1993 Brett's father, Jim Graham, passed away. At that time, the decision was made that Brett would take over the family business, Graham International, which is a franchised International Truck dealership. Since taking over the business, the company has grown from 12 employees to 38 employees with locations in Sherman and Paris, Texas.

In January of 2000, Brett and Debbie started Graham Truck Centers, a franchised Bridgestone and Firestone truck tire operation. The company now has 24 employees, with 4 locations in North Texas and Southern Oklahoma. The company is a franchised tire dealership for Bridgestone, Firestone, Michelin, Hankook and Double Coin Tires.

Like his father, Brett has always understood the importance of community service. He has served on the Board of Directors for the Sherman Salvation Army, Sherman Chamber of Commerce, Boy Scouts Regional Advisory Board, and Denison Development Foundation. He was also on the Committee to Research 4A and 4B Sales Tax for Economic Development, which passed in 1996 and has been a major force for attracting and retaining business in Sherman. Brett also served on the Administrative Board for the First United Methodist Church of Sherman, which he and his family currently claim as their church home.

Brett served on the Grayson County United Way Board of Directors from 1997 to 2003. He served as Business Division Chair in 1997, 1998 and 1999, Campaign Chairman in 2001 and 2003, and Board President in 2002.

After serving as the North Texas Chapter Chair for the Texas Association of Business, he has been a state Board Member since 1998. During his tenure on the State Board, he has served as the State Tax Committee Chair from 2003 to 2007, BACPAC/Civic Chair from 2008 through 2011, Secretary of the Board in 2009, Vice Chair in 2010, and served this past year as the State Chair. For over 85 years, the Texas Association of Business has been the state's most influential business association in Austin and Washington.

Having personally battled through the difficulties of workers compensation insurance for years, Brett worked with the Texas Association of Business and their lobby team to pass HB 2095, which allows employers in the same type of business who belong to a trade association to join together to self-insure. With legislation in place, Brett became a Founding Trustee for the Texas Automobile Dealers Association AutoComp Program in 2005. The program has been very successful, returning significant dividends to participating dealers in Texas.

An avid hunter and tournament fisherman, Brett has been on the Skeeter State Team since 2005 and has been fishing competitively since 1995. Perhaps his most important assignment has been to serve as coach for his son's 2nd and 3rd grade football teams for the past two years.

"I believe my background in business and real estate appraisal lends me a unique perspective in regards to the appraisal district. I hope to be able to provide valuable input into the structure and management of the GCAD, while encouraging transparency and fairness."

RESUME
CHARLES WILLIAMS
P.O. Box 98
Van Alstyne, Texas 75495
903-482-5944 Home
903-271-2548 Cell
cwill@texoma.net

Education: B.A. - Austin College - 1962
Graduate Work - Texas Tech 1965
M.Ed.- University of North Texas 1969
Secondary Principals Certification - UNT 1969
Mid-Management Certification - UNT 1979
Supt. Certification - University of North Texas 1980

Experience: **Teacher and Coach - Fifteen Years**

Olney, Texas -Three Years.
Abernathy, Texas - Two Years.
Van Alstyne, Texas - Head Coach - Two Years.
John Tyler High School, Tyler ISD - Defensive Coordinator and Head Baseball Coach -Two Years.
Cleveland ISD - Head Coach and Athletic Director - Five Years.
Pearce High School, Richardson ISD - Defensive Coordinator - One Year.

School Administration - Twenty Three Years

Elementary Principal - Boyd Elementary, Allen ISD - Three Years.
Superintendent - Van Alstyne ISD - Fifteen Years.
Retired in Texas in November of 1994.
Superintendent - Fouke ISD, Fouke, Arkansas 1995-2000. Five Years.

After retirement from Arkansas in 2000, I served as interim Superintendent at Trenton ISD on three different occasions between 2000 and 2005. I also served as interim Middle School Principal at Tom Bean ISD for the 2006 - 2007 school year.

I have stayed involved in education by serving on the Van Alstyne School Board during the years of 2003-2006. I did not run for reelection because I was a candidate for State Representative for Grayson and Fannin Counties. I ran at the request of superintendents from both of those counties.

I am currently serving on the Region X Educational Service Center Board. I was appointed to that position in December of 2008.

Dr. Jerry C. Stout grew up in northeast Texas in the Ft. Worth and Paris areas. He attended Paris Jr. College and East Texas State University (now Texas A&M - Commerce). Dr. Stout holds M.Ed. and Ed.D. degrees with majors in Educational Administration and minors in Secondary & Higher Ed. and Guidance & Counseling.

With a B.S. double major in biology and chemistry, he began his teaching career at Terrell Middle School. There he taught and coached life science, football, basketball and track. While coaching and teaching subjects from sixth grade math through high school physics at Beckville Schools, Dr. Stout began his administrative career as middle school principal. After serving as high school principal in Cooper, he began work in the central office capacity and later became Superintendent of Schools in Roxton. Dr. Stout retired from full time public school work in Texas while serving as Superintendent of Schools at Tom Bean.

Between retirement and joining the faculty at SOSU, Dr. Stout has served as bus route driver for Grayson County Special Education Coop, test monitor with Texas Education Agency, and as adjunct instructor and Greenville Site-Director for the Adult Basic Education Department at Grayson County College.

Dr. Stout has served as president of the Texas Rural Education Association and continues to serve TREA on the Board of Directors and Scholarship Selection committees. Dr. Stout enjoys golf and traveling with his wife Mitzy.

Lynn Mitchusson bio:
Lynn Mitchusson was elected to the Sherman ISD school board in May 2011.
He graduated from Sherman High School and Southeastern Oklahoma State University with a BS in Economics. He is married to Linda Hurley; they have two daughters and four grandchildren. Mr. Mitchusson has worked as a real estate tax appraiser for Grayson County, Denison ISD, and Grayson County Appraisal District. He has farmed and ranched since 1973 as well as running a custom hay baling business. He taught in Sherman ISD for 16 years and substituted at various school districts for eleven years. Mr.
Mitchusson has been a resident of Grayson County for 54 years. In his spare time, he enjoys gardening and time with his grandchildren.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.1

OTHER BUSINESS
Discussion of Right-of-Way Safety Regulations

Issue
The City has experienced increased instances of soliciting, both from "panhandlers" and organized fundraising groups at busy intersections. Citizens have expressed concern for the safety of both solicitors and drivers.

Background
Staff has begun researching how other municipalities address the problem of right-of-way safety and soliciting while balancing the free speech rights of solicitors. We do not currently have an ordinance that specifically deals with soliciting in the right-of-way; however, the Texas Transportation Code prohibits soliciting in the roadway as follows:

> (a) A person may not stand in a roadway to solicit a ride, contribution, employment, or business from an occupant of a vehicle, except that a person may stand in a roadway to solicit a charitable contribution if authorized to do so by the local authority having jurisdiction over the roadway. *V.T.C.A., Transportation Code § 552.007*

Section 552.007 has been used by the Police Department and City Attorney's office to prosecute soliciting. This has created some confusion for local charitable organizations because the City of Sherman does not currently have a mechanism to authorize the exception outlined in the statute. In order to clarify the matter, we could draft an ordinance consistent with this section of the Transportation Code; or, as other municipalities have done, we could draft a more detailed ordinance specifically addressing soliciting in the right-of-way. Staff is seeking Council input regarding the extent of the problem the City is facing and Council direction as to further action.

Origination
City Attorney's office

Financial Consideration
None

Staff Recommendation
Staff recommends that Council consider the problem of right-of-way safety and direct staff according to its wishes.

Alternatives
The Council may choose to take no action.

Attachments
Sample ordinances from other municipalities

Prepared by:
Brandon S. Shelby, City Attorney

Approved by:
George Olson, City Manager

Longmont, Colorado

11.38.010. - Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

Median means the area of a street, generally in the middle, which separates traffic traveling in one direction from traffic traveling in another direction, or which, at intersections, separates traffic turning left from traffic proceeding straight. Such an area is physically defined by curbing, landscaping, or other physical obstacles, to the area's use by motor vehicles, or by traffic control markings which prohibit use of a portion of the pavement of a street by motor vehicles other than to drive generally perpendicularly across the markings or to wait there awaiting the opportunity to cross or merge with the opposing lanes of traffic (also known as painted medians, which are wider than a double yellow line); or the area of a street at an intersection between the streets and a right turn only lane, roughly triangular in shape, and separated from the motor vehicular traffic lanes by curbing, landscaping, or other physical obstacles to the area's use by motor vehicles (also known as a right turn island).
Street or *highway* means the entire width between the boundary lines of every way publicly maintained when any part thereon is open to the use of the public for purposes of vehicular travel or the entire width of every way declared to be a public highway by any law of this state, except the area intended for pedestrian travel, such as a sidewalk.

11.38.020. - Solicitation in or near street or highway.

A. The purpose of this section is to prevent dangers to persons and property, to prevent delays, and to avoid interference with the traffic flow. Roadways that have center medians often are designed to deal with specific traffic flow problems. Any delay or distraction may interfere with traffic planning. Sometimes persons stand near intersections and near traffic lights to contact drivers or passengers in cars that are passing or that are stopped temporarily due to traffic lights.

B. It shall be unlawful for any person to solicit employment, business, contributions, or sales of any kind, or collect monies for the same, from the occupant of any vehicle traveling upon any street or highway when the person performing the activity:

1. Enters onto the traveled portion of a street or highway; or

2. Is located upon any median; or

3. Is located such that vehicles cannot move into a legal parking area to safely conduct the transaction.

C. For purposes of this section, the traveled portion of the street or highway shall mean that portion of the road normally used by moving motor vehicle traffic.

Billings, Montana

Sec. 18-1001. - Commercial solicitation, aggressive solicitation, and penalty.

(a) Definitions.
Commercial solicitation or to commercially solicit is any request made in person on a street, sidewalk, or public place, asking for an immediate donation of money or other things of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation. Commercial solicitation shall not include passively standing or sitting with a sign or other indication that one is seeking donations without addressing the request to any specific person.

(b) Commercial solicitation in certain areas.
It shall be unlawful for any person to commercially solicit when the person solicited is in any of the following places within the city:

(1) On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property;
(2) Within twenty (20) feet of the entrance to or exit from any public toilet facility, which includes any temporary use site (port-a-toilet);
(3) Within twenty (20) feet of an automatic teller machine (ATM), provided that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;
(4) Within twenty (20) feet of any parking lot pay box;
(5) Within twenty (20) feet of any pay telephone, provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance of exit of the telephone booth or facility;
(6) In any public transportation vehicle, or in any bus, or within twenty (20) feet of any bus stop or taxi;
(7) From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the owner for passengers of such vehicle;
(8) In a parking lot or garage owned or operated by the city, including entryways or exits and pay stations connected therewith;
(9) Within twenty (20) feet of any vendor's location when the vendor has a valid permit under articles 19-400 or 7-1200

(c) Nighttime commercial solicitation.
It shall be unlawful for any person to commercially solicit after sunset and before sunrise.

(d) Aggressive solicitation.
It shall be unlawful for any person to commercially solicit in any of the following manners:
(1) By blocking the path of the person solicited; or
(2) By following or walking alongside the person solicited; or
(3) By using profane or abusive language, either during the solicitation or following refusal;
(4) By accosting or forcing oneself upon the company of another;

(5) By continuing to solicit a person who has made a negative response, either verbally or by physical sign;
(6) By any statement, gesture, or other communication which a reasonable person in the situation of the person solicited would perceive to be a threat;
(7) By engaging in any conduct that would cause a reasonable person to feel compelled or to be fearful.

(e) False or misleading solicitation.
It shall be unlawful for any person to knowingly make any false or misleading representation in the course of soliciting a donation. False or misleading representations include, but are not limited to, the following:

(1) Stating that the solicitor is from out of town and stranded when such is not true;
(2) Stating or suggesting falsely that the solicitor is either a present or former member of the armed service indicated;
(3) Wearing or displaying an indication of physical disability, when the solicitor does not suffer the disability indicated;
(4) Stating that the solicitor is homeless, when he or she is not.

(f) Exemption.
The city council may by resolution temporarily suspend the requirements and restrictions imposed by this section in order to accommodate charitable fund raising events. The granting of such an exemption is discretionary with the city council, may include conditions, and is limited to a duration of twenty-four (24) hours.

(g) Penalty.
A person convicted of a violation of this section shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

(Ord. No. 04-5265, § 1, 2-9-04; Ord. No. 07-5411, § 1, 5-14-07)
Editor's note—

Ord. No. 07-5411, § 1, adopted May 14, 2007, changed the title of § 18-1001 from "Aggressive solicitation and penalty" to "Commercial solicitation, aggressive solicitation and penalty." Said ordinance also enacted provisions intended for use as subsections (1)—(7). To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as subsections (a)—(g).

City of Lake Jackson, Texas

Sec. 62-61. Solicit on roadway.

It is unlawful for a person to stand or sit in a roadway, roadway right-of-way, or roadway median, in order to solicit a ride, contribution, money or other items of value, employment, business or to distribute any material to the occupant of any motor vehicle. In this section, "roadway" means any public street that has a speed limit over thirty (30) miles per hour.

Clearwater, Florida

Sec. 28.041. - Soliciting, collecting, etc., upon streets.

(1)

No person shall approach a motor vehicle being operated on a public street open for vehicular traffic for any of the following purposes:

(a)

Soliciting or attempting to solicit donations of money or of property of any kind for charitable, religious, educational, benevolent or any other purposes from any occupant of the motor vehicle;

(b)

Collecting or attempting to collect donations of money or of property of any kind for charitable, religious, educational, benevolent or any other purposes from any occupant of the motor vehicle;

(c)

Soliciting or attempting to solicit employment or the purchase of property or of services of any nature whatsoever from any occupant of the motor vehicle;

(d)

Selling or attempting to sell property or services of any nature whatsoever to any occupant of the motor vehicle.

(2)

For the purposes of this section:

Public street means those publicly-owned streets upon which the public has the right to travel by use of a motor vehicle, including the travel lane of city-owned garages and parking lots.

(3)

A person, an organization or person acting on behalf of the organization shall be exempt from subsection (1) under the following conditions:

(a)

The person, organization or person acting on behalf of the organization must provide the following to the chief of police, who shall approve the request within five business days from the date that all of the following information is provided:

1.

No fewer than 14 calendar days prior to the proposed **solicitation**, the name and address of the person or organization that will perform the **solicitation** and the name and address of the person or organization that will receive funds from the **solicitation**.

2.

Specific details of the location or locations of the proposed **solicitation** and the hours during which the **solicitation** activities will occur.

3.

Proof of commercial general liability insurance against claims for bodily injury and property damage occurring on streets, roads, or rights-of-way or arising from the solicitor's activities or use of the streets, roads, or rights-of-way by the solicitor or the solicitor's agents, contractors, or employees. The insurance shall have a limit of not less than $1,000,000.00 per occurrence for the general aggregate. The certificate of insurance shall name the City of Clearwater as an additional insured and shall be filed with the office of the chief of police no fewer than 14 days prior to the date of the **solicitation**.

4.

The requirements of insurance contained in subparagraph (a)3. shall be waived where the applicant presents evidence of financial disability or inability to obtain an insurance company that will provide the insurance. Financial disability shall mean lack of present funds with which to pay the premium associated with the policy of insurance described in this section.

(b)

Organizations or persons meeting the requirements of subparagraphs (a)1.-4. may solicit for a period not to exceed ten cumulative days within one calendar year.

(c)

All **solicitations** shall occur during daylight hours only.

(d)

Solicitation activities shall not interfere with the safe and efficient movement of traffic and shall not cause danger to the participants or the public.

(e)

No person engaging in **solicitation** activities shall persist after **solicitation** has been denied, act in a demanding or harassing manner, or use any sound or voice-amplifying apparatus or device.

(f)

All persons participating in the **solicitation** shall be at least 18 years of age.

(g)

Signage providing notice of the **solicitation** shall be posted at least 500 feet before the site of the **solicitation**.

(4)

Any applicant who has been denied an exemption by the chief of police shall have the right of appeal to the city manager. The applicant shall file with the city clerk a written request for a hearing, which should include the grounds for such appeal and the complete name, address, and telephone number of the applicant. Upon the filing of a written request for a hearing, the city clerk shall notify the city manager or city manager's designee, who shall conduct a hearing within 20 calendar days from the date of the filing of the request. At least ten calendar days prior to the hearing, the city clerk shall send the applicant notice of the date and place of the hearing by regular U.S. Mail to any address included on the written request for a hearing and shall also attempt to contact the applicant at any telephone number included on the written request for a hearing to inform the applicant of the date and place of the hearing. If the applicant did not include an address or a telephone number on the written request for a hearing or if the applicant wants to know the status of the appeal, the applicant can obtain information about the date and place of the hearing by contacting the city clerk at (727) 562-4091 or in person at 112 South Osceola Avenue, 2nd floor, Clearwater, Florida. At the hearing, the applicant shall have an opportunity to present evidence, to cross-examine witnesses, and to be represented by counsel. The city shall have the burden of proof by clear and convincing evidence and the decision of the city manager or city manager's designee shall be based solely on the evidence presented at the hearing. The city manager or designee shall file a written decision with the city clerk's office within five calendar days from the date of the hearing. The written decision shall contain the findings of fact upon which the decision was based and the legal basis for the decision. The city clerk shall send the applicant a copy of the decision by regular U.S. Mail to any address included on the written request for a hearing and shall also attempt to contact the applicant at any telephone number included on the written request for a hearing to inform the applicant that the decision has been filed. If the applicant did not include an address or telephone number on the written request for a hearing or if the applicant wants to know the status of the appeal, the applicant can obtain information about whether a decision was filed, as well as a copy of the decision, by contacting the city clerk at (727) 562-4091 or in person at 112 South Osceola Avenue, 2nd floor, Clearwater, Florida. The decision by the city manager or city manager's designee shall be final and conclusive, subject to judicial review by common-law certiorari in the Circuit Court for Pinellas County.

(5)

If any provision of this section is declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this section.

(Code 1980, § 120.18; Ord. No. 6392-99, § 1, 3-4-99; Ord. No. 7992-08, § 1, 8-7-08; Ord. No. 8159-10, § 1, 6-17-10)

***Cross reference—** Peddlers, solicitors and canvassers generally, ch. 23; selling or peddling from vehicles, § 23.21; solicitations for charitable purposes generally, § 23.61 et seq.*

ORDINANCE 11-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE FLORIDA PROVIDING FOR THE AMENDMENT OF CHAPTER 71 TO ADD SECTIONS 71.03 THROUGH 71.08, PORT ST. LUCIE CITY CODE; SPECIFICALLY, SECTION 71.03, INTENT; SECTION 71.04, DEFINITIONS; SECTION 71.05, FINDINGS AND DETERMINATIONS; 71.06, PROHIBITIONS; 71.07, SEVERABILITY; 71.08, PENALTIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 316.008, Florida Statutes, authorizes the City Council to regulate roads within the City of Port St. Lucie, Florida; and

WHEREAS, the City of Port St. Lucie City Council finds that persons displaying advertising in roads, distributing materials or goods to occupants of motorized vehicles in roads, or soliciting business or charitable contributions from the occupants of motorized vehicles in roads is hazardous to public safety and impedes the normal, orderly, and safe flow of traffic; and

WHEREAS, the City of Port St. Lucie seeks to provide for the safety of its citizens by prohibiting transactions involving occupants of motorized vehicles on public roads within the City of Port St. Lucie; and

WHEREAS, the City Council finds that passage of this Ordinance will further the interest of the health, safety, and general welfare of the public.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

SECTION 1: Port St. Lucie City Code Chapter 71 is hereby amended to read as follows:

Section 71.03. Intent

It is the intent of this Ordinance to protect the health, safety and general welfare of the citizens of the City of Port St. Lucie, to assure the free, orderly, undisrupted movement of motorized vehicles on public roads within the City of Port St. Lucie. This Ordinance is not intended to control traffic, as that term is defined in Chapter 316, Florida Statutes. This Ordinance is intended to apply evenhandedly to all persons who engage in the activities proscribed herein, regardless of their message. This Ordinance is intended to be narrowly-tailored to serve the significant government interest of public safety, and to leave open ample alternative channels of displaying advertising, distributing goods and materials, and soliciting business and charitable contributions.

Section 71.04. Definitions

"Roads" shall include streets, shoulders, roadbeds, medians, and all other ways open to travel by operators of motorized vehicles within the City of Port St. Lucie. This definition excludes private roads and roads that are open to motor vehicle travel.

Section 71.05. Findings and Determinations

The City of Port St. Lucie City Council hereby finds and determines that mixing pedestrians and temporarily stopped motor vehicles in the same space at the same time is inherently dangerous, and that the combination of the high volume of motorized vehicles and congested roads in the City of Port St. Lucie and persons engaging in advertising, distribution, or solicitation that is directed at motor vehicle occupants on those roads is hazardous to public safety, both for occupants of motorized vehicles located on public roads and for persons engaging in such advertising, distribution, and solicitation.

The City Council further hereby finds and determines that the prohibitions set forth in this Ordinance are narrowly-tailored to serve the significant interest of promoting and protecting the public health, safety, and welfare of the Citizens of the City of Port St. Lucie, and that said prohibitions leave open ample alternative channels of communication.

Section 71.06. Prohibitions

1. No person shall be upon or go upon any road for the purpose of displaying advertising of any kind or distributing materials or goods or soliciting business or charitable contributions of any kind from the occupant of any motorized vehicle located on public roads of the City of Port St. Lucie

2. No person shall be within four (4) feet of the edge of the road for the purpose of distributing materials or goods or soliciting business or charitable contributions of any kind from the occupant of any motorized vehicle located on public roads of the City of Port St. Lucie.

3. The language in this Section is intended to prohibit the activities described above only when they are directed by pedestrians toward occupants of motor vehicles that are on the traveled portion of public roads that are open to traffic – the term "traveled portion" includes travel lanes, turn lanes, and other portions of the road that

are generally used for motor vehicle travel. This Ordinance is not intended to prohibit activities such as advertising, distribution of goods or materials, or business or charitable solicitation that is directed toward pedestrians on sidewalks.

Section 71.07. Severability and Applicability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 71.08. Penalties

1. Pursuant to Section 162.22, Florida Statutes, any person convicted of violating the provisions of this Ordinance shall be punished by a fine no to exceed $500, by imprisonment not to exceed 60 days, or by both such fine and imprisonment.

2. In addition to the penalties provided by subsection (1) of this Section, any violation of this Ordinance shall be subject to appropriate civil action in a court of appropriate jurisdiction, pursuant to Section 162.30, Florida Statutes.

SECTION 2. This ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of ____________, 2011.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY:____________________________
Joann M. Faiella, Mayor

ATTEST:

____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

____
Roger G. Orr, City Attorney

H:\GABY\Ordinance\ORDINANCE NO Solicitation in the ROW.doc

ORDINANCE NO. 11-024

AN ORDINANCE CREATING CHAPTER 17, ARTICLE VII, ROAD RIGHT-OF-WAY SAFETY ORDINANCE; PROHIBITING PERSONS FROM DISPLAYING ADVERTISING, DISTRIBUTING MATERIALS OR GOODS, AND SOLICITING BUSINESS OR CHARITABLE CONTRIBUTIONS, FROM OCCUPANTS OF MOTORIZED VEHICLES LOCATED ON PUBLIC ROADS OF ST. LUCIE COUNTY; PROVIDING FOR TITLE; PROVIDING FOR INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR FINDINGS AND DETERMINATIONS; PROVIDING FOR PROHIBITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sections 125.01(1)(m), Florida Statutes, authorizes the Board of County Commissioners to regulate roads within St. Lucie County; and

WHEREAS, Section 125.01(1)(w), Florida Statutes, authorizes the Board of County Commissioners to perform acts that are in the common interest of the people of St. Lucie County, and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, the Board of County Commissioners finds that persons displaying advertising in roads, distributing materials or goods to occupants of motorized vehicles in roads, or soliciting business or charitable contributions from the occupants of motorized vehicles in roads is hazardous to public safety and impedes the normal, orderly, and safe flow of traffic; and

WHEREAS, the Florida Legislature has determined that the failure to prohibit certain activities from being conducted on the right-of-way of state transportation facilities – such as the free distribution or sale of any merchandise, goods, property or services; the display or solicitation for free distribution or sale of any merchandise, goods, property or services; or solicitation for charitable purposes – endangers the health, safety, and general welfare of the public by causing distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, and rapid lane changing and other dangerous traffic movement; and

WHEREAS, St. Lucie County seeks to provide for the safety of its citizens by prohibiting transactions involving occupants of motorized vehicles on public roads within St. Lucie County; and

WHEREAS, the Board of County Commissioners finds that passage of this Ordinance will further the interest of the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA:

ARTICLE VII. ROAD RIGHT-OF-WAY SAFETY ORDINANCE

Section 1-17-70. TITLE

This Ordinance shall be entitled the St. Lucie County Road Right of Way Safety Ordinance.

Section 1-17-71. INTENT

It is the intent of this Ordinance to protect the health, safety and general welfare of the citizens of St. Lucie County, to assure the free, orderly, undisrupted movement of motorized vehicles on public roads within St. Lucie County, and to provide for safety in the interest of pedestrians and occupants of motorized vehicles located on public roads within St. Lucie County. This Ordinance is not intended to control traffic, as that term is defined in Chapter 316, Florida Statutes. This Ordinance is intended to apply evenhandedly to all persons who engage in the activities proscribed herein, regardless of their message. This Ordinance is intended to be narrowly-tailored to serve the significant government interest of public safety, and to leave open ample alternative channels of displaying advertising, distributing goods and materials, and soliciting business and charitable contributions.

Section 1-17-72. DEFINITIONS

"Roads" shall include streets, shoulders, roadbeds, medians, and all other ways open to travel by operators of motorized vehicles within St. Lucie County. This definition excludes private roads and roads that are not open to motor vehicle travel.

Section 1-17-73. FINDINGS AND DETERMINATIONS

The Board of County Commissioners hereby finds and determines that mixing pedestrians and temporarily stopped motor vehicles in the same space at the same time is inherently dangerous, and that the combination of the high volume of motorized vehicles and congested roads in St. Lucie County and persons engaging in advertising, distribution, or solicitation that is directed at motor vehicle occupants on those roads is hazardous to public safety, both for occupants of motorized vehicles located on public roads and for persons engaging in such advertising, distribution, and solicitation.

The Board of County Commissioners further hereby finds and determines that the prohibitions set forth in this Ordinance are narrowly-tailored to serve the significant interest of promoting and protecting the public health, safety, and welfare of the citizens of St. Lucie County, and that said prohibitions leave open ample alternative channels of communication.

Section 1-17-74. PROHIBITIONS

1. No person shall be upon or go upon any road for the purpose of displaying advertising of any kind or distributing materials or goods or soliciting business or charitable contributions of any kind from the occupant of any motorized vehicle located on public roads of St. Lucie County.

2. No person shall be within four (4) feet of the edge of the road for the purpose of distributing materials or goods or soliciting business or charitable contributions of any kind from the occupant of any motorized vehicle located on public roads of St. Lucie County.

3. The language in this Section is intended to prohibit the activities described above only when they are directed by pedestrians toward occupants of motor vehicles that are on the traveled portion of public roads that are open to traffic--the term "traveled portion" includes travel lanes, turn lanes, and other portions of the road that are generally used for motor vehicle travel. This Section is not intended to prohibit activities such as advertising, distribution of goods or materials, or business or charitable solicitation that is directed toward pedestrians on sidewalks.

PART B. TERRITORY EMBRACED

The provisions of this Ordinance shall embrace all public roads that are open to motor vehicle traffic within the unincorporated boundaries of St. Lucie County, including state roads, interstate ramps and county roads.

PART C. SEVERABILITY AND APPLICABILITY

It is declared to be the intent of the Board of County Commissioners of St. Lucie County, that if any section, subsection, sentence, clause or provision of this Ordinance be held invalid, the remainder of the Ordinance shall not be affected.

PART D. PENALTIES

1. Pursuant to Section 125.69(1), Florida Statutes, any person convicted of violating the provisions of this Ordinance shall be punished by a fine not to exceed $500, by imprisonment not to exceed 60 days, or by both such fine and imprisonment.

2. In addition to the penalties provided by subsection (1) of this Section, any violation of this ordinance shall be subject to appropriate civil action in a court of appropriate jurisdiction.

PART E. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

PART F. EFFECTIVE DATE

Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective when the acknowledgment is received from the Secretary of State that the Ordinance has been duly filed.

PART G. ADOPTION.

After motion and second, the vote on this ordinance was as follows:

Chairman Chris Craft	XXX
Vice Chairman Chris Dzadvosky	XXX
Commissioner Tod Mowery	XXX
Commissioner Frannie Hutchinson	XXX
Commissioner Paula A. Lewis	XXX

PART H. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of St. Lucie County, Florida, and the word "ordinance" may be changed to "section," "article," or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Parts B through G shall not be codified.

PASSED AND DULY ADOPTED this _____ day of __________ 2011.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:

____
Deputy Clerk

BY: ______________________
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY: ______________________
County Attorney

Fort Pierce, Florida

Sec. 9-76. - Definitions.

As used in this article:

Agent is defined to be a person engaged in telephone canvassing or solicitation, or in a house-to-house canvass, demonstrating or taking orders for any goods, wares or merchandise or taking orders from samples where goods are to be delivered later. Goods, wares and merchandise as herein defined shall be held to include, but not restricted to, a photograph and coupons or tickets good in whole or in part for a photograph, magazine, periodical or other merchandise.

Canvasser or solicitor is defined as any individual, whether resident of the city or not, soliciting by telephone or traveling either by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, from house to house or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed at said time or in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not; provided further, that such definitions shall include any person who, for himself or for another person, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or any other place within the city for the sole purpose of exhibiting samples and taking orders for future delivery.

Itinerant peddler or hawker is defined to be a nonresident of the city who, by telephone sales, or one who goes from house to house, or place to place, exposing for sale and selling goods, wares or merchandise under the conditions and circumstances stated in the following paragraph.

Peddler is defined to be a person who solicits by telephone or who brings goods, wares or merchandise from outside the city or state or where the goods, wares or merchandise is manufactured in the city for sale at retail, and is in this state at the time that all negotiations prior to and at the sale thereof are had, and the goods, wares or merchandise is not sold in original packages in interstate commerce but at retail, in small quantities, by means of telephone solicitation or house to house, or place to place, canvass. Goods ordered, or in transit, that were so ordered without reference to particular sales, shall be deemed to be in the state.

(Code 1960, § 14-30(a—d))

Sec. 9-77. - Duty of police to enforce.

It shall be the duty of any police officer of the city to require any person seen soliciting or canvassing, and who is not known by such officer to be duly licensed, to produce his solicitor's or canvasser's license and to enforce the provisions of this article against any person found to be violating the same.

(Code 1960, § 14-36)
Cross reference— Police department, Ch. 14.

Sec. 9-78. - Records.

The chief of police shall report to the city clerk all convictions for violation of this article and the city clerk shall maintain a record for each license issued and record the reports of violations therein.

(Code 1960, § 14-37)

Sec. 9-79. - Prohibited acts.

(a) It shall be unlawful for any person to enter upon any private premises without permission or invitation from the occupant or homeowner.
(b) It shall be unlawful for any solicitor or peddler to refuse or fail to leave any private premises in the city upon being requested by the owner, occupant or person in charge thereof.
(c) No solicitor or peddler shall enter in or upon any house, building or other structure or upon any land or property, without the prior consent of the owner or occupant thereof, where there is placed or posted on the premises in a conspicuous position at or near the usual means of ingress, a sign or other form of notice stating or indicating that the owner or occupant thereof forbids or otherwise does not desire persons engaged in such or similar activity to enter upon the premises.

(Code 1960, § 14-30)

State law reference— Burglary and trespass, F.S. Ch. 810.

Sec. 9-80. - Street vendors—Permit.

It shall be unlawful for any person to sell or attempt to sell any commodity by means of vending such commodity upon any street in the city, without first securing a permit and paying a fee of twenty dollars ($20.00) therefor and an annual occupational license fee of one hundred dollars ($100.00).

(Code 1960, § 14-61)

Sec. 9-81. - Same—Regulation.

(a) General. The rules in this section shall be complied with by each person using a vehicle for street vending.
(b) Prohibited sales. It shall be unlawful for any street vendor to sell or attempt to sell any commodity:

(1) By means of any outcry, sound, speaker or amplifier, or any instrument or device which can be heard for a distance greater than three hundred (300) feet, or when passing a hospital, church or other place of worship during the hours when services are being held.

(2) Within five hundred (500) feet of any school during the school year.

(c) Noise—Vehicle stopped. It shall be unlawful for any such vendor to use, play or employ the use of any sound, outcry, amplifier, loudspeaker, radio, phonograph with a loudspeaker or amplifier or any other instrument or device when the vehicle such vendor is using is stopped for the purpose of making a sale.
(d) Same—Hours. The use by the vendor of any such noise, instrument or device which emits a loud sound shall be prohibited before the hours of 9:00 a.m. on weekdays and 1:00 p.m. on Sundays, or after 7:00 p.m. on any day.
(e) Traffic. It shall be unlawful for any vendor to:

(1) Exceed a speed of twelve (12) miles an hour when cruising neighborhoods seeking sales or when attempting to make a sale.

(2) Stop anywhere within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.

(3) Double-park, or park in any manner contrary to any ordinance relating to parking, when attempting a sale or when making a sale.

(4) Make a U-turn on any block.

(5) Drive his vehicle backwards to make or attempt to make a sale.

(6) Sell to any person who is standing in the street.

(7) Permit any person to hang on the vehicle or permit any person to ride in or on the vehicle except a bona fide assistant or assistants.

(8) Remain standing or stopped at any place for a period of time exceeding five (5) minutes.

(9) Sell or attempt to sell along any particular route more than one time during a twenty-four-hour period.

(Code 1960, § 14-62)

Sec. 9-82. - Seasonal vendors; permit.

It shall be unlawful for any person to sell or attempt to sell on private property any seasonal commodity without first securing a permit. Seasonal commodities include, but are not necessarily limited to, Christmas trees, flowers, and pumpkins. A permit may not be issued unless the applicant has written permission of the property owner or agent to conduct the seasonal sale for which application is made.

Austin, Texas

§ 12-1-27 SOLICITATIONS BETWEEN AN OCCUPANT OF A MOTOR VEHICLE AND A PEDESTRIAN.

(A) This section applies in the following areas, including the streets and pedestrian rights-of-way that bound the areas:

[Context Deleted]

(B) The council finds that the distraction of motorists occasioned by a solicitation between an occupant of a motor vehicle and a pedestrian impedes the safe and orderly flow of traffic, causes vehicles to stop unexpectedly, causes vehicles to linger at traffic control devices, and causes motorists to fail to attend to driving. Distracted drivers pose a significant risk of physical injury to motorists and pedestrians.

(C) In this section "private parking area" means privately owned property for vehicle parking, and an adjacent driveway, walkway, setback, and landscaped area.

(D) A person who is in or next to a street, on a sidewalk, or in a private parking area commits an offense if the person solicits, or attempts to solicit, services, employment, business, or contributions from an occupant of a motor vehicle.

(E) A person in a motor vehicle commits an offense if the person solicits, or attempts to solicit, services, employment, business, or contributions from a person who is in or next to a street, on a sidewalk, or in a private parking area.

(F) This section does not apply to:

(1) a facility operated by or for the City, and designated by the city manager as a place where the solicitation of employment or services is permitted; or

(2) a private parking area unless the owner of the parking area has permanently posted a conspicuous sign at each entrance of the parking area, in both English and Spanish, stating that it is a misdemeanor to engage in solicitation for employment.

(G) An offense under this section is punishable by a fine not to exceed $500.

Madison, Wisconsin

12.325 SOLICITATION ON HIGHWAY PROHIBITED.

(1) No person shall be upon or go upon a highway for the purpose of soliciting employment, business or charitable or other contributions of any kind from the occupant of any vehicle, unless such person shall have obtained a Street Use Permit pursuant to Sec. 10.056, MGO, or other authorization under these ordinances. (Am. by ORD-10-00103, 11-17-10)

(2) No operator of a vehicle shall park, stop or leave standing a vehicle on a highway where prohibited or suddenly decrease the speed of said vehicle or deviate from a traffic lane for the purpose of responding to an individual engaging in activities prohibited in subsection (1).

(3) This section is not intended to prohibit conduct permitted under Sec. 346.29(1), Wis. Stats. (Am. by Ord. 11,810, Adopted 3-4-97)

(4) Any person violating subsections (1) or (2) may be required to forfeit not less than thirty dollars ($30) nor more than three hundred dollars ($300).

MGO 10.23(1) Person obstructing Highway:

(1) Any person unnecessarily obstructing or causing to be obstructed any street, alley, crosswalk, terrace or sidewalk so as to interfere with public traffic or access shall be subject to a fine of not less than fifty dollars ($50) nor more than two hundred ($200).

12.011 adopting Wis. Stat. 346.29(2) – Standing or Loitering in Roadway. "No person shall stand or loiter on any roadway other than in a safety zone if such act interferes with the lawful movement of traffic."

Dublin, Georgia

§ 40-6-97. Pedestrians Soliciting Rides or Business

(a) No person shall stand in a roadway for the purpose of soliciting a ride.

(b) Except as provided in Code Section 40-6-97.1, no person shall stand on a highway for the purpose of soliciting employment, business, or contributions from the occupant of any vehicle.

(c) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

(The 40-6-97.1 reference is the opt out provision)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.2

OTHER BUSINESS
Discussion of the Sherman Municipal Airport Advisory Board

Issue
The Sherman Municipal Airport Advisory Board

Background
The Sherman Municipal Airport Advisory Board was established on March 26, 1984 by Ordinance No. 3729. Its mission is to make recommendations to the City Council on changes in current fees; charges for T-hangar rentals and related airport services; and rules, regulations and operations for the Sherman Municipal Airport. This seven (7) member advisory board currently has six (6) vacancies and has not met since February 15, 2011.

Origination
Mayor

Financial Consideration
There is no financial impact to discussing this agenda item.

Attachments
Ordinance No. 3729 (adopted March 19, 1984 and effective March 26, 1984)
Roster and fact sheet for the Sherman Municipal Airport Advisory Board

Prepared and Approved by:
George Olson, City Manager

ORDINANCE NO. 3729

AN ORDINANCE OF THE CITY OF SHERMAN, TEXAS, CREATING AN AIRPORT ADVISORY BOARD; SPECIFYING DUTIES AND RESPONSIBLITIES OF SAID BOARD; PROVIDING FOR INCLUSION IN THE CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 4, Aviation, be amended by adding new sections 4-14; 4-15; and 4-16, such sections to read as follows:

"Section 4-14. Sherman Municipal Airport Advisory Board.

a. The City Council of the City of Sherman, Texas, does hereby create and establish an advisory board to be known as the "Sherman Municipal Airport Advisory Board", such board to be composed of seven (7) citizens of the City of Sherman, Texas, who shall reside and continue to reside within the corporate limits of the City during their term of appointment. Not more than three (3) members of such board shall be selected from among those who hold a current private pilots license.

b. Membership to the advisory board shall be by appointment by members of the City Council for a term of two (2) years each. A member of the Airport Advisory Board can serve a maximum of two (2) successive terms. After at least one year absence from such board, the person will be eligible for reappointment. In the appointment of the initial board, the City Council shall appoint three (3) board members for an initial term of (1) year and four (4) board members for an initial term of two (2) years. All members shall serve at the pleasure of the City Council.

c. Members of the Sherman Municipal Airport Advisory Board shall serve without pay, but may receive reimbursement for actual expenses incurred after prior approval of the City when such expenses result from the performance of official duties.

Section 4-15. Meetings of the Board.

The board shall elect from its membership a chairman who shall serve for a term of one year and who shall be eligible for re-election. The chairman shall preside over the board and shall have the right to vote. There shall also be elected from the board a recording secretary who shall serve a term of one year with right of re-election. Such recording secretary shall record the minutes of the board meetings for review by the City Council. The board shall meet at such times as it may determine or upon call of the chairman.

Section 6-14 Duties of the Board

The Sherman Municipal Airport Advisory Board shall act in an advisory capacity to the City Council. It shall review current fees and charges for airport T-hanger rentals and related airport services and advise the City Council as to any recommended changes. It shall review the airport rules, regulations and operations and recommend changes in same to the City Council for approval. It shall review and recommend to the City Council how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the city and improvement to general aviation. It shall advise the City Council on short and long range airport planning for grounds, buildings and runway upkeep. It shall provide such other airport advisory functions as may be directed by the City Council."

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall beomce a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or relettered to accomlish such intention.

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

PASSED AND APPROVED:

1st reading 5th day of March, 1984.

2nd reading 19th day of March, 1984.

Dod Sprawl
MAYOR

ATTEST:

Helen J. Trevid
City Clerk

APPROVED AS TO FORM & LEGALITY:

City Attorney

MEMBERSHIP ROSTER

AIRPORT ADVISORY BOARD **LENGTH OF TERMS: TWO YEARS**

Ord. 3729 Consecutive Term Limit Two Terms effective 3/26/84

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Benjamin Bond	1	A 12/22/2009	12/22/2011	1	
Vacant					
Vacant					
Vacant					
Vacant					
Vacant					
Vacant					

NOTE: Ord. 3729 Section 4-14(a) Not more than (3) members shall be elected from among those who hold a "current private pilots license,"

11/14/2002 – Determination by City Attorney:

Based on the language contained in Section 1 of Ordinance 3729 referring to Section 4-14(a) of the Code of Ordinances, mere possession of a pilots license does not make an individual a pilot. The ordinance requires a "current" pilots license, which means that every two years an individual must take and pass a bi-annual flight review and have that fact noted in the pilots log book. Therefore, the Board may consist of as many individuals as desired holding non-current pilots licenses.

Note:

Chairman –

CITY STAFF: Don Keene, Executive Director of Planning and Public Works
Revised 8/24/2011

FACT SHEET

AIRPORT ADVISORY BOARD

Established by ORDINANCE 3729 - MARCH 26, 1984

1. **Number of Members SEVEN**
2. **Term of Appointment TWO YEARS**
3. **Consecutive Term Rule ORDINANCE 3729 - TERM LIMIT - MAXIMUM OF TWO SUCCESSIVE TERMS**
4. **Qualifications for Membership NOT MORE THAN THREE MEMBERS TO BE SELECTED FROM THOSE WHO HOLD A CURRENT PRIVATE PILOTS LICENSE (SEE ORDINANCE SECTION 4-14(a)**
5. **Appointed by CITY COUNCIL**
6. **Board Organization**

   CHAIRPERSON _E_ VICE CHAIRPERSON ___ SECRETARY _E_

   ELECTED _E_ APPOINTED ___

7. **Departmental Responsibility CITY MANAGER'S OFFICE**
8. **Meeting Date NO SET DATE - MEET AS CALLED BY CHAIRMAN**
9. **Attendance Requirements NO RULE**

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PURPOSE:
It shall provide such other airport advisory functions as may be directed by the City Council.

RESPONSIBILITIES:
This committee shall advise City Council as to recommend changes in current fees and charges for airport T-hanger rentals and related airport services, in airport rules, regulations and operations of Sherman Municipal Airport.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.3

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.4

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.5

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Council Audit Committee (3)

Issue
Council Members Joe Smith, Chip Adami and Cary Wacker currently serve on the Council Audit Committee. Their terms expire in November 2011. Councilman Adami's term on the Council has ended; and he is not eligible for reappointment.

Background
The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

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

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives
The alternative is to delay the appointment of members to this Committee.

Attachments
A roster and fact sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE

LENGTH OF TERMS: 1 YEAR

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Cary Wacker	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 6/2011	5/2006 5/2007 6/2008 6/2009 6/2010 6/2011 11/2011	1 2 3 4 5 6 --	Council Member
Chip Adami	4	A 6/8/2004 R 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 6/2011	5/2005 5/2006 5/2007 6/2008 6/2009 6/2010 6/2011 11/2011	1 2 3 4 5 6 7 --	Council Member
Joe Smith	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 6/2011	6/2008 6/2009 6/2010 6/2011 11/2011	1 2 3 4 --	Council Member

NOTE: Council Member's appointment expires at end of one year.

E – A Charter Amendment Election changed the date of the Municipal Election to November of each year. Terms on this board were extended to coincide with the new Election date. (May 16, 2011 Council Meeting)

CITY STAFF: City Manager and Assistant City Manager/CFO
Revised 6/8/2011

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 - DECEMBER 23, 1991

1. **Number of Members** THREE (3)
2. **Term of Appointment** ONE YEAR
3. **Consecutive Term Rule** NO RULE
4. **Qualifications for Membership** COUNCILMEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. **Appointed by** MAYOR AND CITY COUNCIL MEMBERS
6. **Board Organization**

   CHAIRPERSON __ VICE CHAIRPERSON __ SECRETARY __

   ELECTED __ APPOINTED __

7. **Departmental Responsibility** CITY MANAGER & DIRECTOR OF FINANCE
8. **Meeting Date** AS CALLED
9. **Attendance Requirements** NONE

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RESPONSIBILITIES:
Audit Committee will assist Council and Staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the best of the council on technical accounting issues.

DUTIES:
Provide input on the selection of External Auditors;
Review Audit Reports;
Provide Recommendations to Council on Technical Accounting matters;
Review the justification for Internal Audit functions;
All other Accounting and Financial Reviews as directed by the City Council.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.6

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Investment Committee (2)

Issue
Deputy Mayor Willie Steele and Council Member Robert Softly currently serve on the City's Investment Committee. Their terms expire in November 2011.

Background
The Committee provides guidance on investment matters for the City and annually approves the list of brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

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

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives
The alternative is to delay the appointment of members to this Committee.

Attachments
A roster for the Committee is attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 --	Council Member
Robert Softly	2	A 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2009 5/2010 5/2011 11/2011	1 2 3 --	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	Assistant City Manager/CFO

NOTE: Council Member's appointment expires at end of term of elected office.

E – A Charter Amendment Election changed the date of the Municipal Election to November of each year. Terms on this board were extended to coincide with the new Election date. (May 16, 2011 Council Meeting)

CITY STAFF: Assistant City Manager/CFO
Revised 6/8/2011

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.7

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Tax Reinvestment Committee (2)

Issue
Council Members Joe Smith and Chip Adami currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2011. Councilman Adami's term on the Council has ended; and he is not eligible for reappointment.

Background
The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

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

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives
The alternative is to delay the appointment of members to this Committee.

Attachments
A roster and by-laws for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

<u>TAX REINVESTMENT COMMITTEE</u> **LENGTH OF TERMS:** One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Joe Smith	1	A 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2009 5/2010 5/2011 11/2011	1 2 3 --	Sherman Council Member Voting Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2006 5/2007 5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 5 6 --	Sherman Council Member Voting Member
John Ramsay					Grayson County Voting Member
Johnny Waldrip					Grayson County Voting Member
Ralph Jones					Grayson County Jr. College Voting Member
Bill McFatridge					Grayson County Jr. College Voting Member
Cathy Renshaw					SISD Non-Voting Member
David Kennedy					SISD Non-Voting Member

NOTE: Two (2) Council Members are appointed to this committee.
Both SISD Non-Voting Members are eligible to vote for chairman only

E – A Charter Amendment Election changed the date of the Municipal Election to November of each year. Terms on this board were extended to coincide with the new Election date. (May 16, 2011 Council Meeting)

CITY STAFF: City Manager George Olson
Revised 6/8/2011

T:\CITYCLERK\BOARDS\ROSTERS\TAX REINVESTMENT COMMITTEE.DOC

BYLAWS FOR TAX REINVESTMENT COMMITTEE
OCTOBER 1, 1995

Mission

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point of the tax reinvestment process.

Authority

The Committee shall serve as a joint advisory committee to the taxing entities on the subject of tax reinvestment. To serve that purpose, the committee shall provide information on the abatement process, evaluate requests for abatements, and make recommendations on those requests to the governing bodies of each taxing entity. The committee shall not grant tax abatements. That responsibility is reserved by law to the governing bodies of each taxing entity.

Organization

The governing body of each taxing entity shall appoint two elected officials of that taxing entity to serve as representatives on the committee. Those entities which wish to consider and vote on all recommended abatements shall be *active entities* and their representatives shall be *active members*. Those entities which do not wish to consider and vote on all recommended abatements shall be *inactive entities* and their representatives shall be *inactive members*. The status of each taxing entity, in regards to active and inactive, is at the sole discretion of each governing body and such status may change from time to time. The committee may also appoint any number of *ex-officio members* to assist the committee in its work.

Terms

The term of appointment for all members shall be one calendar year. There shall be no limit on the number of terms which a member can serve.

Office of Chairman

The *active and inactive members* shall select from among active members, one member to serve as chairman. The duties of the chairman shall be conducting the meetings of the committee and signing the minutes of the meeting. The chairman shall be allowed to vote on all issues coming before the committee.

Quorum

The requirements for a quorum shall be met if at least four *active members* are present and if all *entities, both active and inactive,* are represented.

Voting

A measure shall be considered passed if a majority of the *active members* present at the meeting vote in favor of the measure. For the purposes of selecting the Chairman, inactive members shall vote.

Acceptance and Amendment of By-Laws

These bylaws shall be considered accepted if the governing bodies of all taxing entities, both *active and inactive,* approve them in open session. Amendments to these bylaws shall also require acceptance by the governing bodies of all taxing entities.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #1 (3)

Issue
Mayor Bill Magers, Deputy Mayor Willie Steele, and Council Member Chip Adami currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2011. Councilman Adami's term on the Council has ended; and he is not eligible for reappointment.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One. TIF Zone Number One incorporates essentially all of the Sherman Town Center, on the west side of Highway 75 and south of Loy Lake Road.

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

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives
The alternative is to delay the appointment of members to this Board.

Attachments
A roster and fact sheet for the Board are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2006 5/2007 5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 5 6 --	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 --	Council Member
Chip Adami	4	A 6/7/2005 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2006 5/2007 5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 5 6 --	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

E – A Charter Amendment Election changed the date of the Municipal Election to November of each year. Terms on this board were extended to coincide with the new Election date. (May 16, 2011 Council Meeting)

CITY STAFF: George Olson, City Manager
Revised 6/8/2011

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

==

PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.9

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #2 (3)

Issue
Mayor Bill Magers, Deputy Mayor Willie Steele, and Council Member Chip Adami currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2011. Councilman Adami's term on the Council has ended; and he is not eligible for reappointment.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

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

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2.

Alternatives
The alternative is to delay the appointment of members to this Board.

Attachments
A roster and fact sheet for the Board are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/7/2005	5/2006	1	Council Member
		R 6/6/2006	5/2007	2	
		R 6/19/2007	5/2008	3	
		R 5/20/2008	5/2009	4	
		R 5/19/2009	5/2010	5	
		5/18/2010	5/2011	6	
		E 5/2011	11/2011	--	
Willie Steele	1	A 6/19/2007	5/2008	1	Council Member
		R 5/20/2008	5/2009	2	
		R 5/19/2009	5/2010	3	
		R 5/18/2010	5/2011	4	
		E 5/2011	11/2011	--	
Chip Adami	4	A 6/7/2005	5/2006	1	Council Member
		R 6/6/2006	5/2007	2	
		R 6/19/2007	5/2008	3	
		R 5/20/2008	5/2009	4	
		R 5/19/2009	5/2010	5	
		R 5/18/2010	5/2011	6	
		E 5/2011	11/2011	--	
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

E – A Charter Amendment Election changed the date of the Municipal Election to November of each year. Terms on this board were extended to coincide with the new Election date. (May 16, 2011 Council Meeting)

CITY STAFF: George Olson, City Manager
Revised 6/8/2011

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.10

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Tax Increment Financing Board #3 (3)

Issue
Mayor Bill Magers, Deputy Mayor Willie Steele, and Council Member Chip Adami currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2011. Councilman Adami's term on the Council has ended; and he is not eligible for reappointment.

Background
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

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

Financial Consideration
There is no financial consideration.

Staff Recommendation
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives
The alternative is to delay the appointment of members to this Board.

Attachments
A roster and fact sheet for the Committee are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bill Magers	4	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 --	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 --	Council Member
Chip Adami	4	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011	5/2008 5/2009 5/2010 5/2011 11/2011	1 2 3 4 --	Council Member
George Olson	n/a				City Manager
Robby Hefton	n/a				Assistant City Manager/CFO

NOTE:

E – A Charter Amendment Election changed the date of the Municipal Election to November of each year. Terms on this board were extended to coincide with the new Election date. (May 16, 2011 Council Meeting)

CITY STAFF: George Olson, City Manager
Revised 6/8/2011

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

==

PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.11

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.12

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-21-2011

Subject: Agenda Item No. D.13

COUNCIL CALENDAR

2011

CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	~~3~~	**4**	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	**7**	8	9	10	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	28					

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	**3**	4	5
6	**7**	8	9	19	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	**28**	29	30	31		

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	**21**	22	23
24	25	26	27	28	29	30

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			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

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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3	**4**	~~5~~	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**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

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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2	**3**	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	**24**	25	26	27	28	29
30	31					

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	**7**	**8**	9	10	11	12
13	14	15	**16**	17	18	19
20	**21**	22	23	24	25	26
27	28	29	30			

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	31

01/03/11 - January 3rd Council meeting cancelled
01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
02/21/11 - Washington's Birthday / Regular Council Meeting
03/03/11 - 12 Noon Long-Term Planning Meeting
03/28//11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
(Annexation of 23.065 acres south of Dripping Springs Road and west of Cedar Park Village)
04/21/11 - 12 Noon Budget Planning Meeting in Council Chambers
06/17/11 - 8:00 AM Budget Workshop in Council Chambers
06/23/11 - 12 Noon Joint Meeting with SEDCO Board (Ramp Rev.)

07/04/11 - Independence Day - No Meeting Called for 07/05/11
09/05/11 - Labor Day / Called Council Meeting on 09/06/11
~~09/22/11 - 12 Noon Called Joint Meeting with SEDCO Board~~
10/03/11 - 5:15 PM Called Joint meeting with SEDCO Board
10/24/11 - 12 Noon Called Meeting for Annexation Ordinance
(U.S. Highway 82 and S.H. 289)
11/08/11 - City Council Election
11/16/11 - 12 Noon Called Meeting to Canvass Election Results

2012
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

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			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			

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

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

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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6	**7**	8	9	10	11	12
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20	**21**	22	23	24	25	26
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JUNE

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

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
09/03/12 - Labor Day / Called Council Meeting on 09/04/12

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	**2**	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
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SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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
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OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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16	**17**	18	19	20	21	22
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