CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 19, 2012
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 5, 2012 AND THE CALLED CITY COUNCIL MEETING (ELECTION CANVASS) OF NOVEMBER 14, 2012

Deputy Mayor Election

A.5 COUNCIL ELECTION OF DEPUTY MAYOR

Consent Agenda

B.1 CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 RESOLUTION NO. 5726
Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for an Urban Area Corridor Project (Relocation of the Southbound U.S. 75 Exit Ramp to F.M. 1417)

C.2 RESOLUTION NO. 5727
Authorizing Execution of an Amendment to the Fairview Elevated Water Tank Use Agreement with AT&T Mobility Texas LLC

C.3 ** RESOLUTION NO. 5728*
Authorizing the Purchase of a 2013 Ford F-250, a 2013 Ford F-250 XCab, and a 2013 Ford F-350 for the Water Production and Pump Maintenance Departments from Holiday Ford

C.4 ***[* RESOLUTION NO. 5729]***

Authorizing the Purchase of a Backhoe for the Street Maintenance Department from Hi-Way Equipment, Co. through the Houston-Galveston Area Council (H-GAC)

C.5 ****RESOLUTION NO. 5730****

Authorizing the Purchase of an Asphalt Tank, a 2013 Ford F-350 Chassis with 1-Ton Dump, and a 2013 Ford Super Duty Bucket Truck for the Street Maintenance Department from Various Vendors through the Texas Local Government Purchasing Cooperative (Buyboard)

Requests to Advertise

D.1 ****REQUEST TO ADVERTISE****

Annual Supply of Chemicals

D.2 ****REQUEST TO ADVERTISE****

Annual Contract for Water and Sewer Parts and Supplies

Other Business

D.3 OTHER BUSINESS

Receive Update on the Bulk Waste and Brush Collection Program from Director of Public Works Don Keene

Consider Board/Commission Appointments

D.4 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

D.5 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

D.6 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Reinvestment Committee (2)

D.7 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #1 (3)

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #2 (3)

D.9 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #3 (3)

D.10 CITIZEN REQUESTS

D.11 MEDIA QUESTIONS

D.12 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

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

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

The Council reconvenes into General Session

F.1 OPEN MEETING

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

F.2 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Robert G. Softly, Council Member

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 5, 2012
AND THE CALLED CITY COUNCIL MEETING (ELECTION CANVASS)
OF NOVEMBER 14, 2012

STATE OF TEXAS §

November 5, 2012

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 5, 2012.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Magers called the meeting to order at 5:01 p.m. The Pledge of Allegiance and the Invocation were given by Council Member David Plyler.

Mayor Magers recognized Mrs. Muriel Johnson, his first grade teacher, and Pottsboro Mayor Frank Budra.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of October 15, 2012. Council Member Smith moved to approve the Minutes as presented; Second by Council Member Plyler. All present voted AYE.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5759
STOP SIGN

Mayor Magers introduced Ordinance 5759 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF NORTH CLEVELAND AVENUE AND EAST TUCK STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5759.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

ORD 5759
STOP SIGN

Ordinance 5759
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF NORTH CLEVELAND AVENUE AND EAST TUCK STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.
ACTION TAKEN.

Motion by Deputy Mayor Steele to approve Ordinance No. 5759, as presented. Second by Council Member Wacker.

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

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5719 – AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN COUNCIL FOR THE ARTS & HUMANITIES, INC. FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX

RES 5719
SCAH RECEIVES HOTEL/MOTEL TAX MONEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN COUNCIL FOR THE ARTS & HUMANITIES, INC. FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.
CONSENT AGENDA.

RESOLUTION NO. 5720 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH ET JOINT VENTURE FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE CRESCENT OAKS ADDITION TO THE CITY OF SHERMAN

RES 5720
DEVELOPMENT AGREEMENT FOR CRESCENT OAKS ADDITION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH ET JOINT VENTURE FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE CRESCENT OAKS ADDITION TO THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 5721 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE SEARS LIFT STATION RELIEF SEWER IMPROVEMENTS

RES 5721
SEARS LIFT STATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE SEARS LIFT STATION RELIEF SEWER IMPROVEMENTS.
CONSENT AGENDA.

RESOLUTION NO. 5722 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 703 EAST CHERRY STREET

RES 5722
RESIDENTIAL TAX ABATEMENT
(703 E. CHERRY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 703 EAST CHERRY STREET.
CONSENT AGENDA.

RES 5723
SOLID WASTE
TRANSFER TRAILER

<u>RESOLUTION NO. 5723 – AUTHORIZING THE PURCHASE OF A FRONT LOAD TRANSFER TRAILER FOR THE SOLID WASTE SERVICES DEPARTMENT FROM WILKENS INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A FRONT LOAD TRANSFER TRAILER FOR THE SOLID WASTE SERVICES DEPARTMENT FROM WILKENS INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5724
POLICE VEHICLES

<u>RESOLUTION NO. 5724 – AUTHORIZING THE PURCHASE OF FOUR CHEVROLET TAHOE POLICE PATROL VEHICLES FOR THE SHERMAN POLICE DEPARTMENT FROM CALDWELL COUNTRY THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF FOUR CHEVROLET TAHOE POLICE PATROL VEHICLES FOR THE SHERMAN POLICE DEPARTMENT FROM CALDWELL COUNTRY THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).

Tom Watt, Police Chief, briefed the City Council on the patrol car design that will be on the new vehicles. He showed car designs from the 1970's to the current vehicle, as well as the new design.

The new Tahoe police patrol vehicles will be black with a "wrap" on the doors for a more traditional, conservative approach. The current white vehicles will be completely "wrapped" to match the new vehicles.

Mayor Magers confirmed that the local company, Texoma Wraps is providing the "wrap" for the vehicles.

George Olson, City Manager, said the current agenda item is for approval of the purchase of the four Tahoe police patrol vehicles only.

Deputy Mayor Steele asked the status of the vehicles damaged in the recent police chase and verified that the purchase of these vehicles is not a replacement for the damaged vehicles. Chief Watt said those vehicles are currently being repaired and should be back in service within a week to 10 days.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5724, as presented. Second by Council Member Plyler.

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

<u>REQUEST TO ADVERTISE</u>
<u>REPAIRS TO SHEPHERD DRIVE 1 WOODBINE WATER WELL</u>

REQ TO ADVERTISE WATER WELL REPAIRS

The City Council approved the request to advertise for a bid to repair the Shepherd Drive 1 Woodbine Water Well. The well is failing and needs to be pulled and inspected. The pump will be repaired or replaced as required.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>
<u>CONSIDER REQUEST OF ST. MARY'S CATHOLIC SCHOOL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE 2ND ANNUAL "RUN RUN RUDOLPH 5K AND FAMILY FUN RUN/WALK" ON SATURDAY, DECEMBER 8, 2012</u>

REQUEST TO CLOSE STREETS ST. MARY'S SCHOOL

The City Council considered a request from St. Mary's Catholic School to temporarily close certain streets for the 2nd Annual "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 8, 2012. The City would provide barricade placement and removal and police support for the event.

<u>CONSIDER REQUEST OF THE SHERMAN CHAMBER OF COMMERCE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL SHERMAN CHRISTMAS PARADE ON FRIDAY, DECEMBER 7, 2012</u>

REQUEST TO CLOSE STREETS CHRISTMAS PARADE

The City Council considered a request from the Sherman Chamber of Commerce to temporarily close certain streets for the Annual Sherman Christmas Parade on Friday, December 7, 2012. The City would provide labor and equipment for traffic control assistance and implement barricade placement and removal.

ACTION TAKEN.

Motion by Council Member Wacker to approve the request of St. Mary's Catholic School to temporarily close certain streets for the 2nd Annual "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 8, 2012 and the request of the Sherman Chamber of Commerce to temporarily close certain streets for the Annual Sherman Christmas Parade on Friday, December 7, 2012, as presented. Second by Council Member Softly.

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

<u>APPROVAL OF THE 2012 AD VALOREM TAX ROLL VALUE AND TAX LEVY</u>

AD VALOREM TAX ROLL VALUE & TAX LEVY

The City Council approved the Ad Valorem Tax Roll Value and Tax Levy for Fiscal Year 2012-2013. The 2013 tax year represents taxes that will be collected during the City's 2012-2013 fiscal year.

The Grayson County Tax Assessor/Collector's office has provided the taxable value as $2,285,921,264.00, which equates to a levy of $7,285,017.63 based on the City's total tax rate of $.32000 per $100 valuation.
CONSENT AGENDA.

<u>APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING SEPTEMBER 30, 2012</u>

QUARTERLY INVESTMENT REPORTS

The City Council approved the Quarterly Investment Reports for the period ending September 30, 2012. As of September 30, 2012, both portfolios were in compliance with applicable State laws and the Investment Policy.

The Operating Portfolio had a book value of about $20.6 million. This portfolio is appropriately liquid and its weighted-average maturity increased to about 308 days, down from 336 days last period, because of investment purchases during the quarter. The portfolio yield of 0.39% for the quarter is higher than the benchmark yield of 0.14%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance of about $60,000 decreased about $269,000. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.14% for the quarter was the same as the benchmark yield. The portfolio value on the City's books is equal to the market value of the overall portfolio.
CONSENT AGENDA.

<u>FINAL PLAT APPROVAL OF WEST CANYON CREEK OAKS ESTATES, SECTION 1, BEING 1.626 ACRES IN THE JAMES H. VADEN SURVEY, ABSTRACT NO. 1288; WESTFIELD ESTATES, LP, OWNER; JOHN SZABUNIEWICZ, REPRESENTATIVE; ROGER ALLRED, GENERAL CONTRACTOR; AND HARLAN LAND SURVEYING , INC. SURVEYORS (200 BLOCK OF SHADY OAKS LANE)</u>

APPROVE FINAL PLAT WEST CANYON CREEK OAKS ESTATES

The City Council approved the Final Plat of West Canyon Creek Oaks Estates, Section 1, being 1.626 acres in the James H. Vaden Survey, Abstract No. 1288, located in the 200 block of Shady Oaks Lane.

The property was formerly the County Farm, which was annexed into the City in 2003. This is an overall concept plan and preliminary and final plat dividing a portion of the tract into seven lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

SITE PLAN APPROVAL FOR BILL McCOWN, OWNER, DONNIE SNIDER, HOPE CONCRETE COMPANY, APPLICANT, AND SARTIN & ASSOCIATES, SURVEYOR UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(B) TO ALLOW A TEMPORARY CONCRETE BATCH PLANT FOR A PERIOD OF ONE YEAR IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 320 PROGRESS DRIVE

APPROVE SITE PLAN TEMPORARY CONCRETE BATCH PLANT

The City Council approved the Site Plan at 320 Progress Drive to allow a temporary concrete batch plant for a period of one year. Hope Concrete would like to locate a temporary plant on the lot to supply materials to the Panda Energy project on Progress Drive that is currently under construction.

The current demands exceed the limits of the concrete plant located at 5815 North Travis Street. The proposed temporary concrete batch plant would only subsidize the Panda Energy Plant. They expect to be finished with the concrete work by June or July of 2013.

The majority of their big pours will be a couple of hundred trucks, so their intent is to reduce wear and tear on City streets and heavy truck traffic along the southern part of the City going to and from the existing batch plant in north Sherman. The Planning and Zoning Commission recommended approval of the Site Plan.
CONSENT AGENDA.

CITIZENS REQUESTS

CITIZEN'S REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

THANKS TO MAYOR FOR HIS SERVICE TO CITIZENS

THANKS TO MAYOR FOR HIS SERVICE TO CITIZENS

Council Member Smith thanked Mayor Magers for his service over the last seven years, adding that he has shown great leadership and a lot has been accomplished. He added that he was not sure so much would have been accomplished without the Mayor's leadership, including the streets, the parks, and the various improvements. Council Member Smith thanked the Mayor for his service.

Mayor Magers thanked Council Member Smith adding that all those things were City Council initiatives and the City has had great Council Members.

THANKS TO MAYOR FOR HIS SERVICE TO CITIZENS

THANKS TO MAYOR FOR HIS SERVICE TO CITIZENS

Council Member Softly echoed the comments of Council Member Smith and thanked Mayor Magers for his service to the City. He urged him to go on and do "bigger and better things."

FRIGHT FEST

Council Member Howeth complimented the City on the recent Annual Fright Fest event. There was a phenomenal turn-out. She also thanked the City staff for their hard work during the event.

FRIGHT FEST

FRIGHT FEST

Mayor Magers said he thought as many people attend Fright Fest as do the Annual Arts Festival. He thanked the Police Department for their organization of the event.

FRIGHT FEST

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Mayor Magers said that the City Council has moved their terms from two to three years and moved the election from May to November, but tonight marks the end of Council Member Wacker's term, Deputy Mayor Steele's term, and his own term.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

He added that the Council has had some outstanding Members in the last seven years and he outlined some of the accomplishments they have had. He stressed the continuity in the Council saying there has only been one turnover in seven years.

Mayor Magers said this year the City has a balanced budget; the citizens voiced a 90% approval of the street sales tax re-authorization which generates $1 million annually; the City also "weathered" the storm financially, unlike many cities; and there was not one layoff due to funds; and no services were cut.

He added that the three Council Member positions that are leaving are leaving with a balanced budget, money in the bank, and a AA credit rating, and he said he is proud of that.

As a group, the City Council lowered taxes by 20% and shifted the way Sherman generates tax revenues from property taxes to retail taxes. They also spent $31 million in bonds, with $10 million going to streets. Washington Street and Lamberth Road were taken to the City limits for the growth along S.H. 289. Other street projects included Brockett Street, which linked east and west Sherman, and was accomplished through a partnership with Austin College.

Mayor Magers added that Canyon Creek enhanced the Pecan Grove Park investment. Loy Lake Road is now a concrete, curb and gutter road from Texoma Parkway to Highway 75. Under the Thoroughfare Plan the City has milled and overlaid over 25 miles of streets with the sales tax revenue. He added that all this took place with a tax cut of 20% and a tax freeze for the seniors.

He also outlined $13 million in improvements for the water and wastewater, including the creation of a Ground Water Conservation District to protect Sherman's ground water.

The Council has maximized the purchase of surface water and currently uses about 30% of the City's water and treatment capabilities. He emphasized that the one-time largest investment in Sherman's history, Panda Energy, would not have happened without the water.

Mayor Magers said the City did not purchase new parks. Instead they invested in existing assets. The remodel of Fairview Park Swimming Pool resulted in The Splash, which is one of the most successful things in the parks.

Fairview Park has a walking trail now and a gym will be coming on line in the future. Pecan Grove Park has been renovated and now features the annual Lights on the Lake event. Center Street Park has gone from an underutilized School District asset to one of the best game field parks in town. Mayor Magers added that all this was done without raising taxes.

The downtown area is in the middle of a $1 million improvement project, of which the Tax Increment Financing Program is paying, with no increase of property taxes to residents. The project also includes matching funds from the Texas Department of Transportation.

He added that there is also now an ordinance in place to help developers renovate the downtown area by giving Hotel/Motel Tax dollars to entrepreneurs.

Mayor Magers also recognized benchmarks to measure the prosperity, growth, and development of Sherman. The community has grown 15% in the last five years and increased from 40 to 46 square miles. The property tax base has grown by 35% and the sales tax has increased by 33% over the last five years. Sherman has also moved from property tax revenue to sales tax revenue.

He added that the City headcount has declined from 415 to 408 so the City is "doing more with less." The Comprehensive Master Plan has also been updated. Mayor Magers said all these things have helped Sherman achieve a AA bond rating, which very few towns this size have.

He announced that Panda Energy will soon have a groundbreaking ceremony. That company means $1 million to the City of Sherman in revenue. It accounts for $700,000 in water revenue and $300,000 in taxes, and is a "deal changer." Panda Energy is in Sherman because we have the water, we have clean air, and Sherman is in the growth path of the Metroplex. He added that this was a "recipe for success."

Mayor Magers summarized that revenues are up, headcount is down, and the credit rating is at an all time high. He said that all the Council Members had input in those decisions. Mayor Magers explained that Deputy Mayor Steele and

Council Member Wacker were "locked in a showdown" in tomorrow's Election for Mayor.

He said they have both handled it professionally and kept the politics away from the dais. Both are the kind of folks you would want as Mayor, with high integrity and good Christian values. They were a part of these things that were mentioned. He said either of them would make a fine Mayor.

He thanked both Deputy Mayor Steele and Council Member Wacker for their time on the Council adding that it had been a pleasure to serve with them. He presented both with plaques for their service.

He announced that a reception would be held after the meeting and invited those in attendance to stay.

He welcomed former Denison Mayor Robert Brady to the meeting.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:19 p.m.

MAYOR

CITY CLERK

'70's - Mid '80's

SHERMAN

AC (214) 892-4545
SHERMAN
Police
PTL. T.E. WATT
317 S. Travis
892-7291
P.O. BOX 1173 • SHERMAN, TEXAS 75091

Mid '80's to Early 2000's

Current

New Design

New Design


SHERMAN
POLICE
EMERGENCY
DIAL 911
254
POLICE
NOTE : BLACK Reflective SAFETY Chevrons !

STATE OF TEXAS §

November 14, 2012

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 14, 2012.

MEMBERS PRESENT: Mayor Bill Magers. Deputy Mayor Willie Steele.
Council Members Howeth, Plyler, Smith, Softly, Wacker.

MEMBERS ABSENT: None.

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; Scott Shadden, Director of Development Services; J.J. Jones, Fire Chief; Tom Watt, Police Chief; Ken Francis, Assistant Police Chief; Otis Henry, Assistant Police Chief; Clay Barnett, City Engineer; 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 6, 2012 REGULAR MUNICIPAL ELECTION

A) CANVASS OF ELECTION RETURNS

B) RESOLUTION 5725 – Declaring the Results of the November 6, 2012 Regular Municipal Election held in the City of Sherman, Grayson County, Texas

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

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

PLEDGE OF ALLEGIANCE

Mayor Magers led the Pledge of Allegiance.

DECLARE RESULTS OF NOVEMBER 6, 2012 REGULAR MUNICIPAL ELECTION
CANVASS OF ELECTION RETURNS
Mayor Magers canvassed the Election returns of the November 6, 2012 Regular Municipal Election by reading the number of early votes, Election Day votes, and total votes received for each candidate.

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)

Mayor Magers asked for a motion accepting Resolution 5725, declaring the official results of the November 6, 2012 Regular Municipal Election.

Mayor Magers said there were almost 8,000 votes for this mayoral race. When the Council moved the City's Election Day from May to November, they had hoped to increase voter turn-out. During the 2005 Election there were approximately 5,000 people that voted. This is the first contested race held during a November Election, and voting increased by about 3,000 people. He also addressed the fact that the Election Day vote was 50% of the early vote.

RESOLUTION 5725 – DECLARING THE RESULTS OF THE NOVEMBER 6, 2012 REGULAR ELECTION 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 6, 2012 REGULAR MUNICIPAL ELECTION HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

ACTION TAKEN.
Motion by Deputy Mayor Steele to approve Resolution 5725, declaring the results of the November 6, 2012 Regular Municipal Election, as presented. Second by Council Member Smith.
VOTING AYE: Magers, Howeth, Plyler, Smith, Softly, Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

Mayor Magers said we should all be thankful that we live in a country where we elect our officials instead of having revolutions or gunfights in the street.

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.

Mayor	Cary S. Wacker
Council Member, At-Large, Place 1	Ryan Johnson
Council Member, At-Large, Place 2	Jason Sofey

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

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor Cary Wacker.
Council Members Howeth, Johnson, Plyler, Smith, Sofey, Softly.

MEMBERS ABSENT: None.

Mayor Wacker thanked everyone for attending the meeting to seat the new Council Members. She said she looked forward to what this team will be doing for the next three years and looked forward to working with the City staff and the community.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called meeting at 12:06 p.m.

____
MAYOR

ATTEST

____
CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 6, 2012 Registered Voters 20,607 City Ballots Cast 11,201 Percentage Voted 54.36 %

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	TOTAL
Early Ballots Cast	1,142	671	0	0	0	0	552	1,913	15	1,174	12	183	12	1,732	7,406
Reg. Ballots Cast	704	526	0	0	0	0	233	802	4	544	1	104	0	877	3,795
Total Ballots Cast	1,846	1,197	0	0	0	0	785	2,715	19	1,718	13	287	12	2,609	11,201
Registered Voters	3,939	2,670	0	0	0	0	1,537	4,983	31	2,868	1	501	13	4,064	20,607
% of registered voters casting ballots by precinct	46.86%	44.83%	0%	0%	0%	0%	51.07%	54.49%	61.29%	59.90%	100%	57.29%	92.30%	64.20%	54.36%

Voter Statistics

Races	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor			
Cary S. Wacker	2,553	1,440	3,993
Willie Steele	2,610	1,214	3,824
Council Member – At-Large, Place 1			
Ryan Johnson	2,869	1,483	4,352
Steve Jonse	1,514	769	2,283
Council Member – At-Large, Place 2			
Jason Sofey	2,935	1,541	4,476

Prepared by Linda Ashby, City Clerk, Sherman, Texas

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 6, 2012   Registered Voters 20,607   City Ballots Cast 11,201   Percentage Voted 54.36 %

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	TOTAL
Early Ballots Cast	1,142	671	0	0	0	0	552	1,913	15	1,174	12	183	12	1,732	7,406
Reg. Ballots Cast	704	526	0	0	0	0	233	802	4	544	1	104	0	877	3,795
Total Ballots Cast	1,846	1,197	0	0	0	0	785	2,715	19	1,718	13	287	12	2,609	11,201
Registered Voters	3,939	2,670	0	0	0	0	1,537	4,983	31	2,868	1	501	13	4,064	20,607
% of registered voters casting ballots by precinct	46.86%	44.83%	0%	0%	0%	0%	51.07%	54.49%	61.29%	59.90%	100%	57.29%	92.30%	64.20%	54.36%

Voter Statistics by Polling Places

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor																	
Cary S. Wacker	689	381	0	0	0	0	242	934	8	639	6	91	8	995	2,553	1,440	3,993
Willie Steele	517	287	0	0	0	0	202	966	11	676	7	110	4	1,044	2,610	1,214	3,824
Council Member, At-Large, Place 1																	
Ryan Johnson	630	281	0	0	0	0	255	1,114	13	775	10	127	6	1,141	2,869	1,483	4,352
Steve Jonse	403	250	0	0	0	0	131	502	4	342	2	48	3	598	1,514	769	2,283
Council Member, At-Large, Place 2																	
Jason Sofey	692	344	0	0	0	0	251	1,134	13	756	7	124	6	1,149	2,935	1,541	4,476

Prepared by Linda Ashby, City Clerk, Sherman, Texas

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
PRECINCTS COUNTED (OF 36)	36	100.00					
BALLOTS CAST - TOTAL.	42,531		2,166	24,277	16,077	11	0
SHERMAN Mayor CITY OF SHERMAN							
VOTE FOR 1							
(WITH 10 OF 10 PRECINCTS COUNTED)							
Cary S. Wacker.	3,993	51.08	196	2,356	1,440	1	0
Willie Steele	3,824	48.92	208	2,400	1,214	2	0
Total	7,817		404	4,756	2,654	3	0
SHERMAN Council Member, P1 CITY OF SHERMAN							
VOTE FOR 1							
(WITH 10 OF 10 PRECINCTS COUNTED)							
Ryan Johnson	4,352	65.59	191	2,676	1,483	2	0
Steve Jonse.	2,283	34.41	129	1,384	769	1	0
Total	6,635		320	4,060	2,252	3	0
SHERMAN Council Member, P2 CITY OF SHERMAN							
VOTE FOR 1							
(WITH 10 OF 10 PRECINCTS COUNTED)							
Jason Sofey.	4,476	100.00	274	2,659	1,541	2	0
Total	4,476		274	2,659	1,541	2	0

0001 PRECINCT 101

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	1,846		93	1,048	704	1	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	689	57.13	30	367	292	0	0
Willie Steele	517	42.87	22	307	188	0	0
Total	1,206		52	674	480	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	630	60.99	24	321	285	0	0
Steve Jonse.	403	39.01	13	252	138	0	0
Total	1,033		37	573	423	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	692	100.00	37	376	279	0	0
Total	692		37	376	279	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
NOVEMBER 6, 2012

UNOFFICIAL

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0002 PRECINCT 102

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	1,197		41	629	526	1	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	381	57.04	3	204	174	0	0
Willie Steele	287	42.96	13	149	124	1	0
Total	668		16	353	298	1	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	281	52.92	2	146	133	0	0
Steve Jonse.	250	47.08	6	146	97	1	0
Total	531		8	292	230	1	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	344	100.00	7	184	152	1	0
Total	344		7	184	152	1	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
NOVEMBER 6, 2012

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0003 PRECINCT 103

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	340		9	217	114	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
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0004 PRECINCT 104

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	568		14	335	219	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
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0006 PRECINCT 106

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	1,346		62	647	637	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
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0008 PRECINCT 108

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	901		31	442	428	0	0

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GRAYSON COUNTY
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0019 PRECINCT 301

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	785		108	444	233	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	242	54.50	23	146	73	0	0
Willie Steele	202	45.50	15	112	75	0	0
Total	444		38	258	148	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	255	66.06	19	157	79	0	0
Steve Jonse.	131	33.94	13	67	51	0	0
Total	386		32	224	130	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	251	100.00	24	147	80	0	0
Total	251		24	147	80	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
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0020 PRECINCT 302

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	2,715		165	1,768	802	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	934	49.16	45	593	296	0	0
Willie Steele	966	50.84	40	665	261	0	0
Total	1,900		85	1,258	557	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	1,114	68.94	44	762	308	0	0
Steve Jonse.	502	31.06	29	311	162	0	0
Total	1,616		73	1,073	470	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	1,134	100.00	58	739	337	0	0
Total	1,134		58	739	337	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
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0021 PRECINCT 303

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	596		40	361	195	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	8	42.11	1	5	2	0	0
Willie Steele	11	57.89	2	7	2	0	0
Total	19		3	12	4	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	13	76.47	1	9	3	0	0
Steve Jonse.	4	23.53	2	2	0	0	0
Total	17		3	11	3	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	13	100.00	3	7	3	0	0
Total	13		3	7	3	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
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0022 PRECINCT 304

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	1,718		142	1,030	544	2	0
SHERMAN Mayor CITY OF SHERMAN							
VOTE FOR 1							
Cary S. Wacker.	639	48.59	42	391	205	1	0
Willie Steele .	676	51.41	49	415	211	1	0
Total .	1,315		91	806	416	2	0
SHERMAN Council Member, P1 CITY OF SHERMAN							
VOTE FOR 1							
Ryan Johnson .	775	69.38	51	492	230	2	0
Steve Jonse.	342	30.62	25	201	116	0	0
Total .	1,117		76	693	346	2	0
SHERMAN Council Member, P2 CITY OF SHERMAN							
VOTE FOR 1							
Jason Sofey.	756	100.00	66	457	232	1	0
Total .	756		66	457	232	1	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
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0023 PRECINCT 305

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	733		17	397	319	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	6	46.15	0	6	0	0	0
Willie Steele	7	53.85	0	6	1	0	0
Total	13		0	12	1	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	10	83.33	0	10	0	0	0
Steve Jonse.	2	16.67	0	2	0	0	0
Total	12		0	12	0	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	7	100.00	0	6	1	0	0
Total	7		0	6	1	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
NOVEMBER 6, 2012

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0032 PRECINCT 405

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	287		12	171	104	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	91	45.27	4	56	31	0	D
Willie Steele	110	54.73	2	66	42	0	0
Total	201		6	122	73	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	127	72.57	6	73	48	0	0
Steve Jonse.	48	27.43	0	35	13	0	0
Total	175		6	108	61	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	124	100.00	6	72	46	0	0
Total	124		6	72	46	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
NOVEMBER 6, 2012

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0035 PRECINCT 408

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	679		29	412	238	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	8	66.67	0	8	0	0	0
Willie Steele	4	33.33	0	4	0	0	0
Total	12		0	12	0	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	6	66.67	0	6	0	0	0
Steve Jonse.	3	33.33	0	3	0	0	0
Total	9		0	9	0	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	6	100.00	0	6	0	0	0
Total	6		0	6	0	0	0

PREC REPORT-GROUP DETAIL

GRAYSON COUNTY
GENERAL ELECTION
NOVEMBER 6, 2012

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0036 PRECINCT 409

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
BALLOTS CAST - TOTAL.	2,609		175	1,557	877	0	0

SHERMAN Mayor CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Cary S. Wacker.	995	48.80	48	580	367	0	0
Willie Steele	1,044	51.20	65	669	310	0	0
Total	2,039		113	1,249	677	0	0

SHERMAN Council Member, P1 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Ryan Johnson	1,141	65.61	44	700	397	0	0
Steve Jonse.	598	34.39	41	365	192	0	0
Total	1,739		85	1,065	589	0	0

SHERMAN Council Member, P2 CITY OF SHERMAN
VOTE FOR 1

	TOTAL VOTES	%	EV MAIL	EV IVO	ED IVO	PROV/EV	PROV/ED
Jason Sofey.	1,149	100.00	73	665	411	0	0
Total	1,149		73	665	411	0	0

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. A.5

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 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:** 11-19-2012

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.3 **** RESOLUTION NO. 5728***
Authorizing the Purchase of a 2013 Ford F-250, a 2013 Ford F-250 XCab, and a 2013 Ford F-350 for the Water Production and Pump Maintenance Departments from Holiday Ford

C.4 **** RESOLUTION NO. 5729***
Authorizing the Purchase of a Backhoe for the Street Maintenance Department from Hi-Way Equipment, Co. through the Houston-Galveston Area Council (H-GAC)

C.5 **** RESOLUTION NO. 5730***
Authorizing the Purchase of an Asphalt Tank, a 2013 Ford F-350 Chassis with 1-Ton Dump, and a 2013 Ford Super Duty Bucket Truck for the Street Maintenance Department from Various Vendors through the Texas Local Government Purchasing Cooperative (Buyboard)

D.1 **** REQUEST TO ADVERTISE***
Annual Supply of Chemicals

D.2 **** REQUEST TO ADVERTISE***
Annual Contract for Water and Sewer Parts and Supplies

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. C.1

RESOLUTION NO. 5726
Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for an Urban Area Corridor Project (Relocation of the Southbound U.S. 75 Exit Ramp to F.M. 1417)

Issue
To execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the relocation of the existing southbound U.S. 75 exit ramp to F.M. 1417, from its existing location to a new location one mile north of F.M. 1417

Background
At the request of the City of Sherman, the Sherman-Denison Metropolitan Planning Organization included in their Transportation Improvement Program a project to relocate the existing southbound U.S. 75 exit ramp to F.M. 1417, from its existing location to a new location one mile north of F.M. 1417. Execution of the Advance Funding Agreement is required prior to commencing design of the project. A local match of $400,000 will be due from the City for this project. The payment of this $400,000 is required prior to commencing construction of the project and will be brought back to Council for approval in March 2013.

Origination
Engineering

Financial Consideration
Funds in the amount of $400,000 are anticipated to be received from the Sherman Economic Development Corporation (SEDCO) and the developer to cover the local match requirement.

Staff Recommendation
Execute the Advance Funding Agreement with TxDOT

Alternatives
Those as may be directed by the City Council

Attachments
Resolution No. 5726
Local Transportation Project Advance Funding Agreement
Project Location Map

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

RESOLUTION NO. 5726

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AN URBAN AREA CORRIDOR PROJECT (RELOCATION OF THE SOUTHBOUND U.S. 75 EXIT RAMP TO F.M. 1417); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for the relocation of the existing southbound U.S. 75 exit ramp to F.M. 1417, from its existing location to a new location one mile north of F.M. 1417, in accordance with the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ____________________________________
CAROLYN S. WACKER, MAYOR

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

CSJ #0047-03-077
District #01-Paris
Code Chart 64 #39200
Project:US 75
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Urban Area Corridor Project On System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Sherman, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as the relocation of an existing Southbound exit ramp to FM 1417 from its existing location to a new location one mile North of FM 1417 called the "Project", and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated ______________, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ #0047-03-077
District #01-Paris
Code Chart 64 #39200
Project:US 75
Federal Highway Administration
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Not Research and Development

AGREEMENT

1. **Period of the Agreement**
This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
The relocation of an existing Southbound exit ramp to FM 1417 from its existing location to a new location one mile North of FM 1417 thereby increasing safety and capacity at the intersection.

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The State will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the State's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the State shall provide, at the

Local Government's request, a certification stating that the State has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation
Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.

B. The State is responsible for the cost of any environmental problem's mitigation and remediation.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

E. Before the advertisement for bids, the State shall provide to the Local Government written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services
The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The State will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Mayor City of Sherman 220 W. Mulberry Street Sherman, Texas 75090	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction
If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents
Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement
This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or

their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance
The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material* *breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State , a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) id this award provides more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ______."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

____
Signature

____
Typed or Printed Name

____
Title

____
Date

THE STATE OF TEXAS

____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

____
Date

CSJ #0047-03-077
District #01-Paris
Code Chart 64 #39200
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Federal Highway Administration
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ATTACHMENT A
RESOLUTION OR ORDINANCE

SEE ATTACHED

CSJ #0047-03-077
District #01-Paris
Code Chart 64 #39200
Project:US 75
Federal Highway Administration
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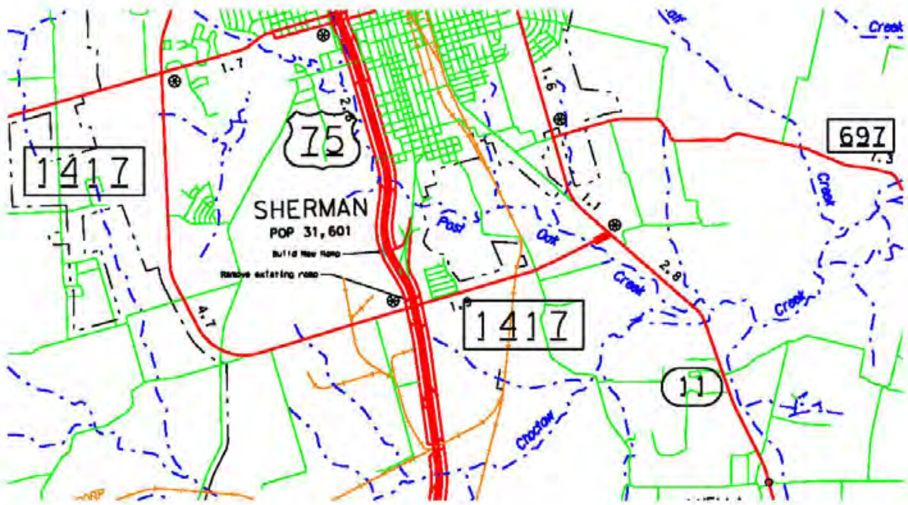
ATTACHMENT B
LOCATION MAP SHOWING PROJECT

SEE ATTACHED

ATTACHMENT B

PROJECT LOCATION MAP

CSJ: 0047-03-077
District #01 - Paris
Code Chart 64 #39200
Project: US 75



US 75 Ramp

Location Map

Texas Department of Transportation

SHEET 1 OF 1

TEXAS	PAR	Grayson	
0047	03	077	US 75

CSJ #0047-03-077
District #01-Paris
Code Chart 64 #39200
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ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for a fixed cost of $400,000.00 for this project.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by State)	$132,000	80%	$105,600	20%	$26,400	0%	$0
Construction (by State)	$260,000	80%	$208,000	20%	$52,000	0%	$0
Construction (by State)-Local Government Fixed Funds (Prop 12)	$400,000	0%	$0	0%	$0	100%	$400,000
Subtotal	$792,000		$313,600		$78,400		$400,000
Environmental Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Right of Way Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Engineering Direct State Costs	$19,140	80%	$15,312	20%	$3,828	0%	$0
Utility Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Construction Direct State Costs	$95,700	80%	$76,560	20%	$19,140	0%	$0
Indirect State Costs	$57,578	80%	$46,062	20%	$11,516	0%	$0
TOTAL	$964,421		$451,534		$112,887		$400,000

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $400,000.00
Total payment by the Local Government to the State $400,000.00

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. C.2

RESOLUTION NO. 5727
Authorizing Execution of an Amendment to the Fairview Elevated Water Tank Use Agreement with AT&T Mobility Texas LLC

Issue
Approval of an Amendment to the Fairview Elevated Water Tank Use Agreement with AT&T Mobility Texas LLC

Background
AT&T is requesting a modification to the existing Fairview Elevated Water Tank Use Agreement to utilize more ground space and mount three additional antennas on the tank.

Origination
Utility Administration

Financial Consideration
The City will receive rent for the use of the Fairview tanks of about $2,700 per month, which is an increase of $800.00 per month.

Staff Recommendation
It is recommended that the Amendment be approved.

Alternatives
As may be directed by the Council

Attachments
Resolution No. 5727
First Amendment to Fairview Elevated Water Tank Use Agreement

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5727

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE FAIRVIEW ELEVATED WATER TANK USE AGREEMENT WITH AT&T MOBILITY TEXAS LLC; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment to the Fairview Elevated Water Tank Use Agreement with AT&T Mobility Texas LLC, in accordance with the terms and provisions of the contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ______________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY, CITY ATTORNEY

Market: Central Region / North Texas
Cell Site Number: DX5382
Cell Site Name: Taylor / Ricketts
Fixed Asset Number: 10133702

FIRST AMENDMENT TO FAIRVIEW ELEVATED WATER TANK USE AGREEMENT

THIS FIRST AMENDMENT TO FAIRVIEW ELEVATED WATER TANK USE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between City of Sherman, a municipal corporation situated in Grayson County, Texas, having a mailing address of 220 West Mulberry, Sherman, TX 75090 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to AT&T Mobility Texas LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Fairview Elevated Water Tank Use Agreement dated December 8, 2009, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 405 West Dupree Street, Sherman, TX 75092 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the leased area to be expanded for the purpose of installing additional communication equipment; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antenna equipment, associated cables and other communication instruments; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Rent. Commencing on December 1, 2012 (the "Rent Commencement Date"), Rent shall be increased by Eight Hundred Dollars and 00/100 ($800.00) per month, subject to adjustments as provided in the Agreement. Upon the Rent Commencement Date the rent shall be Two Thousand Seven Hundred Nine and 62/100 Dollars ($2,709.62) per month. Annual increases of three percent (3%) of the previous year fee shall remain in effect through the term of this agreement in accordance with Section 4.2 of the original agreement.

2. Expanded Lease Area. Section 2.2 of the Agreement is amended as follows: Landlord consents to the increasing the existing lease area an additional 10'x 25' for a total of 650' square feet as depicted on Exhibit A.

3. Additional Antennas & Equipment. Section 2 of the Agreement is amended as follows: Landlord consents to the installation and operation of up to 9 antennas (6 existing and 3 additional) located on the Leased Property, associated cables and equipment including but not limited to 6 RRU units, 12 TMA's, 12 lines of 1 5/8" coax, 3 Surge Protectors, 1 Fiber Box, 2 lines of 3/4" DC Cables, 1 line of 1/2" Fiber cable as depicted on Exhibit B.

4. **Notices.** Section 13 of the Agreement is hereby deleted in its entirety and replaced with the following:
NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: DX5382; Cell Site Name: Taylor / Ricketts (TX)
Fixed Asset No: 10133702
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: DX5382; Cell Site Name: Taylor / Ricketts (TX)
Fixed Asset No: 10133702
15 East Midland Avenue
Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Office of the City Manager
City of Sherman
220 West Mulberry
Sherman, TX 75090

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

"LANDLORD"

City of Sherman, Texas

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: ______________________
Name: Greg Holloway
Title: Area Manager-RE&C NTX Network Ops
Date: ______________________

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Gregory Holloway, Area Manager – RE&C, NTX Network Ops of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of ___________, 2011.

____
Notary Public: ______________________
My Commission Expires: ________________

LANDLORD ACKNOWLEDGEMENT

STATE OF ____________________)
)
COUNTY OF __________________)

I CERTIFY that on ______________ ____, 201__, ______________________ [name of representative] personally came before me and acknowledged under oath that he or she:

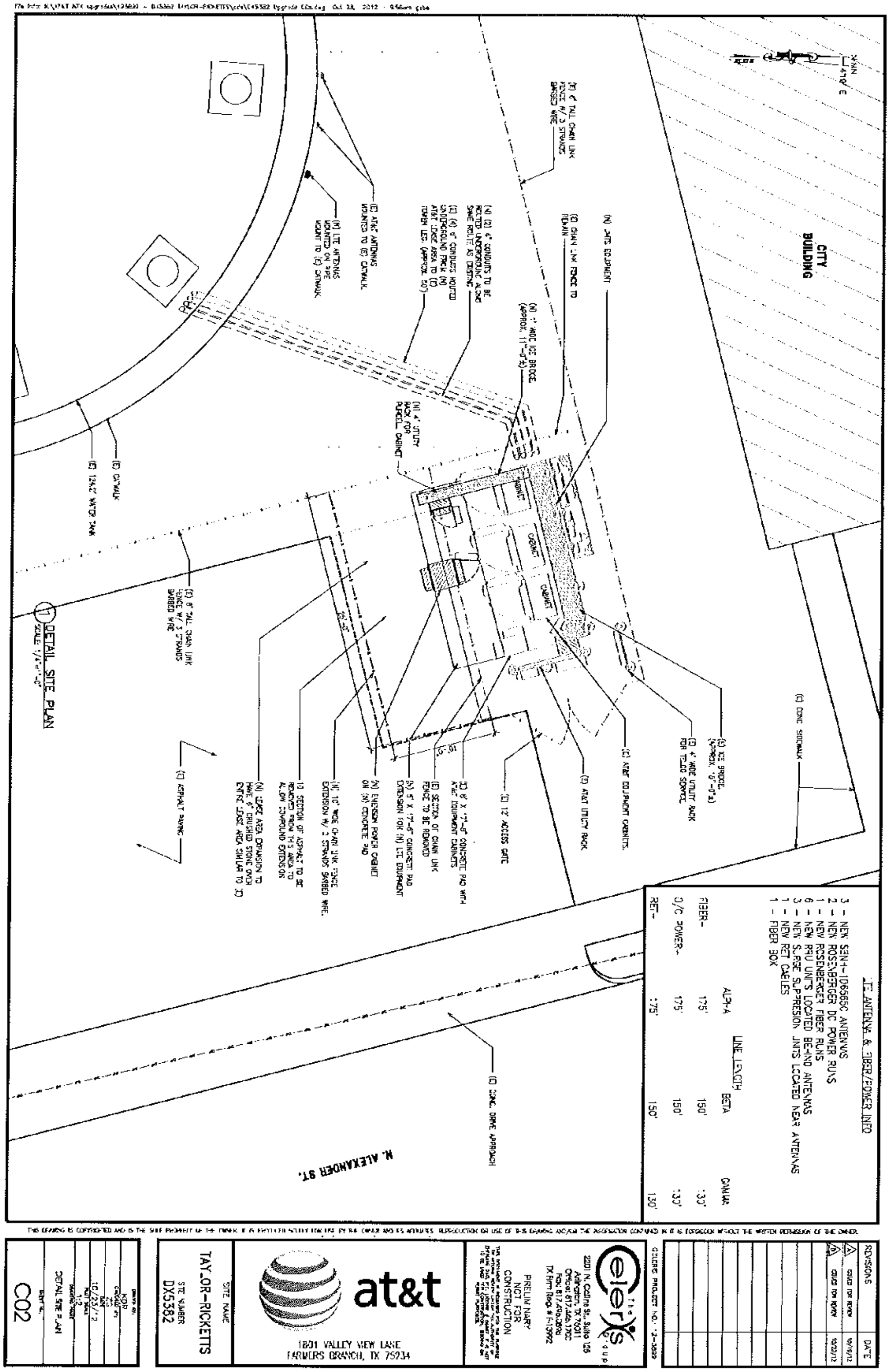
(a) is the ______________ [title] of ______________________ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

____
Notary Public
My Commission Expires:________________

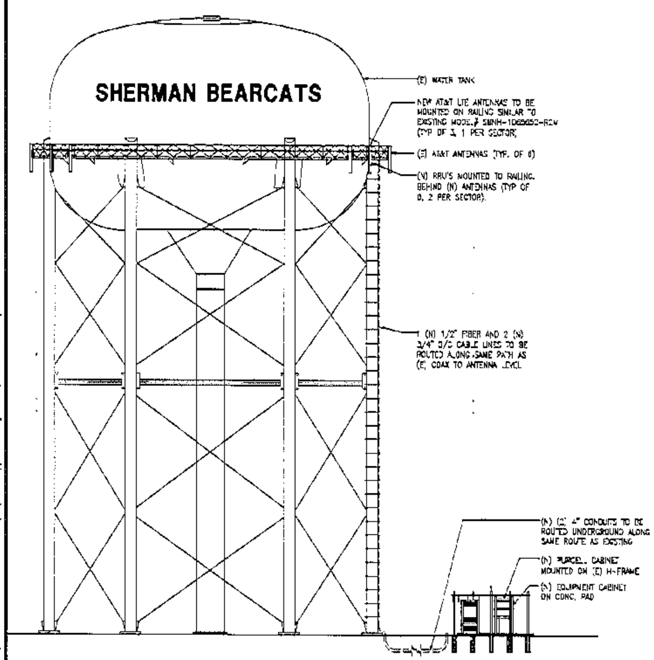
Exhibit A



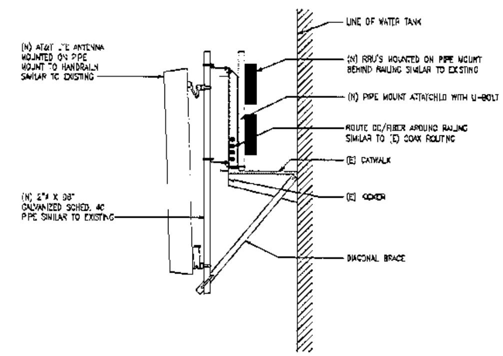
CITY BUILDING
(E) CONC. SIDEWALK
(E) ICE BRIDGE (APPROX. 10'-0"±)
(E) 4' WIDE UTILITY RACK FOR TELCO SERVICE
(E) AT&T EQUIPMENT CABINETS
(E) AT&T UTILITY RACK
(E) 12' ACCESS GATE
(N) UMTS EQUIPMENT
(E) CHAIN LINK FENCE TO REMAIN
(E) 6' TALL CHAIN LINK FENCE W/ 3 STRANDS BARBED WIRE
(N) 1' WIDE ICE BRIDGE (APPROX. 11'-0"±)
(N) (2) 4" CONDUITS TO BE ROUTED UNDERGROUND ALONG SAME ROUTE AS EXISTING
(E) (4) 6" CONDUITS ROUTED UNDERGROUND FROM (N) AT&T LEASE AREA TO (E) TOWER LEG (APPROX. 50')
(N) 4' UTILITY RACK FOR PURCELL CABINET
(E) AT&T ANTENNAS MOUNTED TO (E) CATWALK
(N) LTE ANTENNAS MOUNTED ON PIPE MOUNT TO (E) CATWALK
(E) 8' X 17'-8" CONCRETE PAD WITH AT&T EQUIPMENT CABINETS
(E) SECTION OF CHAIN LINK FENCE TO BE REMOVED
(N) 5' X 17'-8" CONCRETE PAD EXTENSION FOR (N) LTE EQUIPMENT
(N) EMERSON POWER CABINET ON (N) CONCRETE PAD
(N) 10' WIDE CHAIN LINK FENCE EXTENSION W/ 3 STRANDS BARBED WIRE.
10' SECTION OF ASPHALT TO BE REMOVED FROM THIS AREA TO ALLOW COMPOUND EXTENSION
(N) LEASE AREA EXPANSION TO HAVE 6" CRUSHED STONE OVER ENTIRE LEASE AREA SIMILAR TO (E)
(E) 8' TALL CHAIN LINK FENCE W/ 3 STRANDS BARBED WIRE
(E) ASPHALT PAVING
(E) CONC. DRIVE APPROACH
N. ALEXANDER ST.
(E) CATWALK
(E) 124.2' WATER TANK
CABINET
DETAIL SITE PLAN
SCALE: 1/4"=1'-0"
LTE ANTENNA & FIBER/POWER INFO
3 - NEW SBNH-1D6565C ANTENNAS
2 - NEW ROSENBERGER DC POWER RUNS
1 - NEW ROSENBERGER FIBER RUNS
6 - NEW RRU UNITS LOCATED BEHIND ANTENNAS
3 - NEW SURGE SUPPRESION UNITS LOCATED NEAR ANTENNAS
1 - NEW RET CABLES
1 - FIBER BOX
LINE LENGTH
ALPHA BETA GAMMA
FIBER- 175' 150' 130'
D/C POWER- 175' 150' 130'
RET- 175' 150' 130'
REVISIONS DATE
ISSUED FOR REVIEW 10/19/12
ISSUED FOR REVIEW 10/22/12
CELERIS PROJECT NO.: 12-3699
The Celeris Group
2201 N. Collins St., Suite 125
Arlington, TX 76011
Office: 817.466.1700
Fax: 817.496.0896
TX Firm Reg. # F-13992
PRELIMINARY NOT FOR CONSTRUCTION
at&t
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234
SITE NAME
TAYLOR-RICKETTS
SITE NUMBER
DX5382
KDR
10/23/12
DETAIL SITE PLAN
C02

Exhibit B

PRIOR TO INSTALLING ANY EQUIPMENT ON TOWER, CONTRACTOR SHALL REFER TO THE CURRENT STRUCTURAL EVALUATION PERFORMED.



① BLDG. ELEVATION
N.T.S.



② ANTENNA MOUNT DETAIL
N.T.S.

ANTENNA/COAX NUMBER	COLOR CODE	ANTENNA INFO. NAME	ANTENNA INFO. MODEL	AZIMUTH	RAD CENTER	600 ELEC. DOWNTILT	600 MECH. DOWNTILT	1900 ELEC. DOWNTILT	1900 MECH. DOWNTILT	COAX INFO. SIZE	COAX INFO. LENGTH
A-1	RD/BL	ANDREW	DBXNH-6565B-R2M	0°	92'	2°	0°	2°	0°	1 5/8"	140' ±
	RD/BL/WH									1 5/8"	140' ±
A-3		ANDREW	SBNH-1D6565C-R2M	0°	92'	2°	0°	0°	0°	***	
LTE										***	
A-5	RD/SL	ANDREW	DBXNH-6565B-R2M	0°	92'	2°	0°	2°	0°	1 5/8"	140' ±
	RD/SL/WH									1 5/8"	140' ±
B-1	BL/BL	ANDREW	DBXNH-6565B-R2M	120°	92'	2°	0°	2°	0°	1 5/8"	160' ±
	BL/BL/WH									1 5/8"	160' ±
B-3		ANDREW	SBNH-1D6565C-R2M	120°	92'	2°	0°	0°	0°	***	
LTE										***	
B-5	BL/SL	ANDREW	DBXNH-6565B-R2M	120°	92'	2°	0°	2°	0°	1 5/8"	160' ±
	BL/SL/WH									1 5/8"	160' ±
C-1	GR/BL	ANDREW	DBXNH-6565B-R2M	240°	92'	2°	0°	2°	0°	1 5/8"	200' ±
	GR/BL/WH									1 5/8"	200' ±
C-3		ANDREW	SBNH-1D6565C-R2M	240°	92'	2°	0°	0°	0°	***	
LTE										***	
C-5	GR/SL	ANDREW	DBXNH-6565B-R2M	240°	92'	2°	0°	2°	0°	1 5/8"	200' ±
	GR/SL/WH									1 5/8"	200' ±

CABLE NOTE	TYPE OF CABLE	CABLE INFO.	QTY	LENGTH
NOTE 1	FIBER		1	ALPHA 140'±, BETA 160'±, GAMMA 200'±
NOTE 2	DC POWER		2	ALPHA 140'±, BETA 160'±, GAMMA 200'±

③ ANTENNA CONFIGURATION
SCALE: NTS

REVISIONS	DATE
ISSUED FOR REVIEW	10/10/12
ISSUED FOR REVIEW	10/23/12

CELERIS PROJECT NO.: 12-3899

The Celeris Group
2201 N. Collins St., Suite 125
Arlington, TX 76011
Office: 817.446.1700
Fax: 817.496.0898
TX Firm Reg. # F-13992

PRELIMINARY
NOT FOR
CONSTRUCTION

at&t
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

SITE NAME
TAYLOR-RICKETTS

SITE NUMBER
DX5382

DRAWN BY: KOR
CHECKED BY: ZG
DATE: 10/23/12
PLOT SCALE: 1:2
DRAWING NAME: ELEVATION
SHEET NO.: C03

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5728***

Authorizing the Purchase of a 2013 Ford F-250, a 2013 Ford F-250 XCab, and a 2013 Ford F-350 for the Water Production and Pump Maintenance Departments from Holiday Ford

Issue

Approve the purchase of three pickups for use within the Water Production and Pump Maintenance Departments

Background

Three pickups were approved to replace three vehicles in the current budget for the Water Production and Pump Maintenance Departments. Local vendors were offered an opportunity to provide these vehicles. A bid for the trucks was also requested from the Houston-Galveston Council of Governments (H-GAC); however, Holiday Ford in Whitesboro, Texas, presented the lowest price.

Origination

Utility Administration

Financial Consideration

Adequate funds are available in the current budgets for the purchase of the three pickups. The total cost for the three vehicles is $58,711.33.

Staff Recommendation

It is recommended that staff be authorized to purchase the three vehicles from Holiday Ford.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5728
Bid Tab
Quote

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5728

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013 FORD F-250, A 2013 FORD F-250 XCAB, AND A 2013 FORD F-350 FOR THE WATER PRODUCTION AND PUMP MAINTENANCE DEPARTMENTS FROM HOLIDAY FORD; 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 a 2013 Ford F-250 at a total cost of $18,779.11, a 2013 Ford F-250 XCab at a total cost of $20,527.11, and a 2013 Ford F-350 at a total cost of $19,405.11 from Holiday Ford, in accordance with the terms and conditions of Holiday Ford's quotation, 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ______________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

VENDOR	VEHICLE		VEHICLE		VEHICLE	
SAM PACK FORD **H-GAC**	F250 REG	$18,888.48	F250 XCAB	$20,695.78	F350 REG	$20,065.78
HOLIDAY FORD	F250 REG	$ 18,779.11	F250 XCAB	$ 20,527.11	F350 REG	$ 19,405.11
HOLIDAY CHEV	2500 REG	$ 20,185.75	2500 XCAB	$ 21,374.05	3500 REG	$ 22,971.21
HOYTE DODGE	2500 REG	$ 25,999.00	2500 CREW	$ 29,569.00	3500 REG/DIESEL	$ 34,983.00
BOB UTTER FORD	F250 REG	$ 22,887.46	F250 XCAB	$ 24,935.79	F350 REG	$ 23,470.69

Rusty Adams
Holiday Fleet
1017 Hwy 82 West
Whitesboro, Texas 76273
903-771-1970

Wire Transfer Information Will Be Provided upon request.

ESTIMATE

Est. # :

Date: 11/5/2012

Signature ______________________ Date

Name ______________________

TO: City of Sherman

ATT:

Title ______________________

CC:

REFERENCE ON PO:

Model: 2013 Regular Cab LWB

Unit Cost With Options Listed Below:	**$18,779.11**
See Window Sticker for options on truck	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Vehicle Total	**$18,779.11**

Additional Equipment/Up-Fit	
	$0.00
	$0.00
	$0.00
	$0.00
Up-Fit/ Equipment Total	**$0.00**

EXTERIOR COLOR:
INTERIOR COLOR:

Per Vehicle Sub Total	**$18,779.11**
2 Year Inspection Sticker	Incl.
Delivery	$0.00
Documentation Fee	$0.00
Total Per Vehicle Cost	**$18,779.11**
Quantity Ordered With Above Configuration	1
Total Vehicle Order Cost	**$18,779.11**

Rusty Adams
Holiday Fleet
1017 Hwy 82 West
Whitesboro, Texas 76273
903-771-1970

Wire Transfer Information Will Be Provided upon request.

ESTIMATE

Est. # :

Date: 11/5/2012

Signature ______________________ Date

Name ______________________

TO: City of Sherman

ATT:

Title ______________________

CC:

REFERENCE ON PO:

Model: 2013 SuperCab SWB

Unit Cost With Options Listed Below:	**$20,527.11**
See Window Sticker for options on truck	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Vehicle Total	**$20,527.11**

Additional Equipment/Up-Fit	
	$0.00
	$0.00
	$0.00
	$0.00
Up-Fit/ Equipment Total	**$0.00**

EXTERIOR COLOR:

INTERIOR COLOR:

Per Vehicle Sub Total	**$20,527.11**
2 Year Inspection Sticker	Incl.
Delivery	$0.00
Documentation Fee	$0.00
Total Per Vehicle Cost	$20,527.11
Quantity Ordered With Above Configuration	1
Total Vehicle Order Cost	$20,527.11

Rusty Adams
Holiday Fleet
1017 Hwy 82 West
Whitesboro, Texas 76273
903-771-1970

Wire Transfer Information Will Be Provided upon request.

ESTIMATE

Est. # :

Date: 11/5/2012

Signature ______________________ Date

Name______________________

Title______________________

TO: City of Sherman

ATT:

CC:

REFERENCE ON PO:

Model: 2013 F-350 Reg Cab SWB

Unit Cost With Options Listed Below:	**$19,405.11**
See Window Sticker for options on truck	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

	$0.00
	$0.00
	$0.00
Vehicle Total	**$19,405.11**

Additional Equipment/Up-Fit

	$0.00
	$0.00
	$0.00
	$0.00
Up-Fit/ Equipment Total	**$0.00**

EXTERIOR COLOR:
INTERIOR COLOR:

Per Vehicle Sub Total	**$19,405.11**
2 Year Inspection Sticker	Incl.
Delivery	$0.00
Documentation Fee	$0.00
Total Per Vehicle Cost	**$19,405.11**
Quantity Ordered With Above Configuration	**1**
Total Vehicle Order Cost	**$19,405.11**

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5729***

Authorizing the Purchase of a Backhoe for the Street Maintenance Department from Hi-Way Equipment, Co. through the Houston-Galveston Area Council (H-GAC)

Issue

To consider approval of a resolution to purchase a backhoe from the Houston-Galveston Area Council (H-GAC) for use within the Street Maintenance Department

Background

The purchase of the backhoe will replace an existing backhoe for concrete maintenance.

The vendor, Hi-Way Equipment, Co., has a Sherman location. The Houston-Galveston Area Council (H-GAC) was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the HGACBuy.

Origination

Department of Street Maintenance

Financial Consideration

The backhoe will be purchased from Hi-Way Equipment, Co., through the H-GAC, at a total cost of $68,934.32. Funding for this purchase was appropriated in the fiscal year 2012-2013 Street Maintenance Department budget.

Staff Recommendation

It is recommended that staff be authorized to purchase the backhoe through the H-GAC.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5729
HGACBuy Quote
H-GAC Interlocal Participation Agreement

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

RESOLUTION NO. 5729

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A BACKHOE FOR THE STREET MAINTENANCE DEPARTMENT FROM HI-WAY EQUIPMENT, CO. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (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, Co., through the Houston-Galveston Area Council (H-GAC), a backhoe at a total purchase price of Sixty-Eight Thousand Nine Hundred Thirty-Four Dollars and Thirty-Two Cents ($68,934.32), in accordance with the provisions of the HGACBuy 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
CAROLYN S. WACKER, MAYOR

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	EM06-11	Date Prepared:	10/11/2012

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:	Bruce Simpson	Prepared By:	Heath Welch
Phone:	903-892-7260	Phone:	903-399-4840
Fax:	903-813-4976	Fax:	903-892-0871
Email:	bruces@ci.sherman.tx.us	Email:	hwelch@hiwayequip.com

Product Code:	PL-200 UT	Description:	580SN 2WD T4A

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$55,837.04

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	$2,040.66		
423069 - 24" Universal Bucket	$772.74		
442056 - Flip Over/Stabilizer Pads Comb	$503.82		
747862 - 82" Wide Long Lip	$1,391.04		
747855 - Cab, LH Door w/ Heater/AC	$5,351.94		
747770 - Mech Susp, Cloth, w/ Arm Rest	$14.58		
423090 - Auto Ride Control	$837.00		
747874 - Battery Disconnect / Jump Start	$94.50		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$11,006.28

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:	$66,843.32	=	Subtotal D:	$66,843.32

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

Description	Cost	Description	Cost
		Factory Freight-From Manufacturer	$1,300.00
		PDI	$791.00
		Delivery to Customer	$0.00
		Subtotal E:	$2,091.00

Delivery Date:	60-90 Days	**F. Total Purchase Price (D+E):**	$68,934.32

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-15399

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	HOUSTON-GALVESTON AREA COUNCIL
(Local Government)	
BY [signature]	BY [signature] Date 7/29/91
TALMADGE N. BUIE	Manager of Cooperative Purchasing
CITY MANAGER DATE 3/18/91	BY [signature] Date 9/3/91
Name & Title of Signatory (PLEASE TYPE)	Jack Steele, Executive Director March 27, 1991

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 5730***

Authorizing the Purchase of an Asphalt Tank, a 2013 Ford F-350 Chassis with 1-Ton Dump, and a 2013 Ford Super Duty Bucket Truck for the Street Maintenance Department from Various Vendors through the Texas Local Government Purchasing Cooperative (Buyboard)

Issue

The purchase of various pieces of equipment from the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Street Maintenance Department

Background

The purchase of the asphalt tank will allow storage of emulsion to make the sealcoat operation more efficient and keep the product up to the proper heat. The purchase of the 2013 Ford F-350 Chassis with 1-Ton Dump will replace Unit #437, which suffered the loss of its engine. The purchase of the 2013 Ford Super Duty Bucket Truck will replace our existing and outdated bucket truck.

There is not a local vendor for these pieces of equipment. Therefore, the Texas Local Government Purchasing Cooperative was chosen as the source to acquire these pieces of equipment. The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination

Department of Street Maintenance

Financial Consideration

The Asphalt Tank will be purchased from Crafco Texas, Inc. at a total cost of $71,370.66; the 2013 Ford F-350 Chassis with 1-Ton Dump will be purchased from Grande Truck Center at a total cost of $40,333.00; and the 2013 Ford Super Duty Bucket Truck will be purchased from Versalift Southwest L.L.C. at a total cost of $79,207.00, all through the Buyboard, Funding for these purchases was appropriated in the fiscal year 2012-2013 Street Maintenance Department budget.

Staff Recommendation

It is recommended that staff be authorized to purchase the Asphalt Tank, the 2013 Ford F-350 Chassis with 1-Ton Dump, and the 2013 Ford Super Duty Bucket Truck through the BuyBoard.

Alternatives
As may be recommended by the City Council

Attachments
Resolution No. 5730
BuyBoard Quotes
BuyBoard Interlocal Participation Agreement

Prepared by:	**Approved by:**
Clay Barnett, City Engineer	**George Olson, City Manager**

RESOLUTION NO. 5730

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AN ASPHALT TANK, A 2013 FORD F-350 CHASSIS WITH 1-TON DUMP, AND A 2013 FORD SUPER DUTY BUCKET TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM VARIOUS VENDORS 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 an Asphalt Tank from Crafco Texas, Inc. at a total purchase price of Seventy-One Thousand Three Hundred Seventy Dollars and Sixty-Six Cents ($71,370.66), a 2013 Ford F-350 Chassis with 1-Ton Dump from Grande Truck Center at a total purchase price of Forty Thousand Three Hundred Thirty-Three Dollars and No Cents ($40,333.00), and a 2013 Ford Super Duty Bucket Truck from Versalift Southwest L.L.C. at a total purchase price of Seventy-Nine Thousand Two Hundred Seven Dollars and No Cents ($79,207.00), through the Texas Local Government Purchasing Cooperative (BuyBoard), in accordance with the provisions of the BuyBoard proposals 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ____________________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

CRAFCO TEXAS, INC.

105 TOWER DRIVE • SAN ANTONIO, TEXAS 78232
T 210.496.2070 • F 210.496.2732 www.crafcotexas.com

QUOTATION

Revision 2

To: The City of Sherman
PO Box 1106
Sherman, TX 75091

October 31, 2012

Attn: Bruce Simpson

Re: BuyBoard Proposal #345-10
General Construction
Street, Road, & Bridge Repair Equipment

We appreciate the opportunity to submit the following quote:

Quantity	**Description**	**Price**
Ea.	Crafco 10,000 Gallon Emulsion Storage Tank PN 91980	$71,370.66

Notes: Estimated lead time: 5 months (+/-)

To Include the Following Options:

26' Ladder with Cage
Mechanical Float Gauge
Top Rail with Toe Plate
Low Temperature Sensor
Low Level Sensor
High Level Alarm
3" Lockable Ball Valve

Customer responsibilities:

Adequate site review.
Concrete slab construction.
Unloading tank, from delivery truck & raise vertical to sit on concrete pad.
Welding legs to steel toe plates.
Tie-in outsource electrical to tank.

Quoted By: Lynn Cherry
Date: 10/31/12

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer: City of Sherman

Product Description: F350 Dump

A: Base Price in **Bid/Proposal Number** **358-10** — $ 18,301.00

B: Published Options (Itemize each item below)

6.7 Diesel	$ 7,960.00		$ -
4.10 L/S Axle	$ 360.00		
512 Spare	$ 350.00		
41H Block Heater	$ 75.00		
76C Back Up Alarm	$ 125.00		
Warren 3/4 9ft dump	$ 7,740.00		
Crew Cab	$ 6,022.00		
	$ -		
	$ -		
Subtotal Column 1:	$ 21,632.00	Subtotal Column 2:	$ -

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") — $ 21,632.00

C: Subtotal of A + B => — $ 39,933.00

D: UnPublished Options — ____ %

option tarp not included	$ -		$ -
add $1100.00	$ -		$ -
			$ -
			$ -
			$ -
Subtotal Column 1:	$ -	Subtotal Column 2:	$ -

Body — $ -

E: Contract Pride Adjustment (If any, explain here) — $ - — $ -

F: Total of C + D ± E (Not Including Buy Board Fee) => — $ 39,933.00

G: Quantity Ordered (Units x F) => # of Units 1 — $ 39,933.00

H: BUYBOARD Fee (From Fee Schedules, Table: _______ => @ _________% — $ 400.00

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

	$ -
	$ -

Subtotal of Non-Equipment Charges — $ -

J: **TOTAL PURCHASE PRICE INCLUDING (G + H +I) =>** — $ 40,333.00

Grande Truck Center
PO Box 201210
San Antonio, Texas 78220

Rocky Shoffstall
PH 210-666-7112
FX 210-666-7216
800-779-7672 X112

Prepared For:

Prepared By:

Rocky Shoffstall
Grande Truck Center
4562 IH 10 East
San Antonio, Texas
Phone: 210-661-4121

Dimensions & Capacities

2013 Ford F-350 Chassis

4x2 SD Crew Cab 176" WB DRW XL (W3G)

Description	Value
Dimensions and Capacities	
Output	300 hp @ 2,800 rpm
Torque	660 lb.-ft. @ 1,600 rpm
1st gear ratio	3.974
2nd gear ratio	2.318
3rd gear ratio	1.516
4th gear ratio	1.149
5th gear ratio	0.858
6th gear ratio	0.674
Reverse gear ratio	3.128
Curb weight	7,448 lbs.
GVWR	13,300 lbs.
Front GAWR	5,250 lbs.
Rear GAWR Weight	9,750 lbs.
Payload	5,967 lbs.
Front curb weight	4,349 lbs.
Rear curb weight	3,099 lbs.
Front axle capacity	5,250 lbs.
Rear axle capacity	9,750 lbs.
Front spring rating	5,250 lbs.
Rear spring rating	9,750 lbs.
Front tire/wheel capacity	5,820 lbs.
Rear tire/wheel capacity	11,640 lbs.
Towing capacity	15,000 lbs.
5th-wheel towing capacity	16,000 lbs.
Front legroom	41.1 "
Rear legroom	42.1 "
Front headroom	40.7 "
Rear headroom	40.8 "
Front hiproom	67.6 "
Rear hiproom	67.6 "
Front shoulder room	68.0 "
Rear shoulder room	68.0 "
Passenger area volume	133.5 cu.ft.
Length	261.9 "
Body width	92.2 "

Dimensions & Capacities Continued

Prepared By: Rocky Shoffstall
Dealership: Grande Truck Center

Description	Value
Dimensions and Capacities	
Body height	78.0 "
Wheelbase	176.0 "
Cab to axle	60.0 "
Axle to end of frame	47.6 "
Front tread	68.3 "
Rear tread	71.0 "
Turning radius	29.8 '
Fuel tank	40.0 gal.

Prepared For:

Prepared By:

Rocky Shoffstall
Grande Truck Center
4562 IH 10 East
San Antonio, Texas
Phone: 210-661-4121

Warranty

2013 Ford F-350 Chassis

4x2 SD Crew Cab 176" WB DRW XL (W3G)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles

Prepared For:

Prepared By:

Rocky Shoffstall
Grande Truck Center
4562 IH 10 East
San Antonio, Texas
Phone: 210-661-4121

Performance Tests

2013 Ford F-350 Chassis

4x2 SD Crew Cab 176" WB DRW XL (W3G)

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.

Performance Start Tests	Calculated	Desired
Start grade capability in gear 1	47.4 %	.0 %
Start grade capability in reverse	37.3 %	.0 %

Performance Grade Tests	Calculated	Desired
Maximum grade in gear 3	19.0 %	3.0 %
Maximum grade in gear 4	14.4 %	3.0 %
Maximum grade in gear 5	10.8 %	3.0 %
Maximum grade in gear 6	8.5 %	3.0 %

Performance Speed Tests

Given your requirement to go 75 mph, you need a maximum axle ratio of 6.04.
Given your requirement to go 55 mph at a grade of 3.0%, you need a minimum of 97 hp.
The calculated cruise speed is 76 mph, your desired cruise speed is 60 mph.
The engine RPM at 60 mph cruise speed is 1,824 rpm

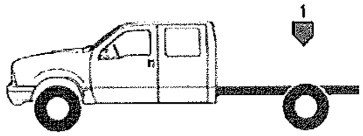
Performance Tests Variables In Use

Rear axle ratio:	4.10	Worst road surface	Typical Highway
Gear 1 ratio:	3.97	Final Drive Ratio:	0.67
Gear reverse ratio:	3.13	Rear axle ratio:	4.10
Tire size:	245/75R17 (660rev/mile)	Drag Coefficient	0.80
Gross vehicle weight (GVW):	13,300 lbs		
Clutch engagement torque:	330 ft.lbs.		
Torque conversion ratio:	1.9		
Gear 3 ratio:	1.52		
Gear 4 ratio:	1.15		
Gear 5 ratio:	0.86		
Gear 6 ratio:	0.67		
Peak engine torque:	660 ft.lbs.		
Engine Power:	300 hp @ 2,800 rpm		
Governed RPM:	3,360 rpm		
Frontal Area:	44.2 Sq.Ft.		
Cruising RPM	2,300 rpm		

Performance Weight Tests

Variables	Front Axle	Rear Axle	Totals
Chassis	4,160 lbs	3,006 lbs	7,166 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants	600 lbs	300 lbs	900 lbs
Fuel	187 lbs	93 lbs	280 lbs
1 Max. Payload	85 lbs	4,589 lbs	4,674 lbs
TOTAL	5,033 lbs	7,987 lbs	13,020 lbs

Weights



Ratings	Front Axle	Rear Axle	GVWR
GAWR	5,250 lbs	9,750 lbs	13,300 lbs
Wheels/Tires	5,820 lbs	11,640 lbs	
Suspension	5,250 lbs	9,750 lbs	
Axle	5,250 lbs	9,750 lbs	
Legal Limit	0 lbs	0 lbs	

Weight Summary	Calculated	GAWR	Legal Limits
Front axle load is	5,033 lbs	5,250 lbs	0 lbs
Rear axle load is	7,987 lbs	9,750 lbs	0 lbs

WARREN

Quote WTTLLC00004047

Date 10/15/2012

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
GRANDE TRUCK CENTER P.O. BOX 201210 SAN ANTONIO TX 78220-8210	GRANDE TRUCK CENTER 4562 IH-10 EAST SAN ANTONIO TX 78219-4205	ROCKY (210) 661-4121 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	GRA219	MACK	DELIVERED	Net30	0/0/0000	10,006,597

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
1	U-9	DUMP BODY - UNDERBODY - 9' Yardage 3/4 Floor / Material 3/16 A1011 Front / Material 20" 10 GA A1011 Side / Material 14" 10 GA A1011 Vertical Side Brace Yes Horizontal Brace No Hoist / Cylinder WSC-5519 Hydraulics Yes	EA		
1	TAILGATE	Air Operated No Panel 3 Vertical Material 10 GA A1011 Height 20 Slope None Chains 5/16" Double Acting Yes High Lift Gate No Side Swing - Ground Operated No Center Opening No Material Gate None	Each	$0.00	$0.00
1	DB OPTIONS # 1	Cabshield Full Width x 18" Asphalt Apron None Bolt On No Body Lights LED Yes	Each	$0.00	$0.00
1	DB INSTALL	Hydraulic Oil 10 Gal Hydraulic Hoses/Fittings Yes Pump 12V Electric/Hydraulic Console Electric Misc Mounting Material Conspicuity Tape No Mudflaps and Brackets Yes Chrome Turnouts No Splash/Gravel Guards No Side Boards Metal -2x6 Covers Delivery Fuel/Charges	Each	$0.00	$0.00
1	PAINT	Warren STOCK COLOR	Each	$0.00	$0.00
0	TARP OPTION	PULL TARP S-8 SUPER SHIELD STEEL TARP HOUSING NO SIDE ARMS 84" x 17 MESH TARP	Each	$0.00	$0.00

Quote WTTLLC00004047

Date 10/15/2012

WARREN

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	GRA219	MACK	DELIVERED	Net30	0/0/0000	10,006,597

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
		INSTALLED			
1	DELIVERY	ADD $1100.00 TO QUOTE TOTAL PRICE QUOTED INCLUDES STATE INSPECTION & DELIVERY TO SHERMAN, TX	Each	$0.00	$0.00
1	INVENTORY CODE	WTT-KXW300-2FJS	Each	$0.00	$0.00

Quotation reviewed and accepted by:
(signed)________________
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Misc	$0.00
Tax	$0.00
Ship & Handling	$0.00
Trade In Allowance	$0.00

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #358-10

Vehicles and Heavy Duty Trucks

End User: CITY OF SHERMAN
Contact: BRUCE SIMPSON
Phone/email: bruces@sherman.tx.us
Product Description: FORD SUPER-DUTY

Philpott Rep: ALAN WILEY
Phone/email: 888 858-7801 awiley0845@aol.com
Date: Wednesday, October 10, 2012

A. **Bid Series:** 100 — **A. Base Price:** $ 25,227.00

B. **Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
F5G	REGULAR CAB 4X2 60CA XL	STD	44W	6-SPEED DIESEL AUTOMATIC	$ 152.00
	6.8L V10 GAS DUAL REAR WHEEL	STD	512	SPARE TIRE AND WHEEL	$ 280.00
	5-SPEED AUTOMATIC	STD	165	84 INCH CAB TO AXLE	$ 200.00
	VINYL 40-20-40 BENCH SEAT	STD	343	VERSALIFT BODY--SEE	$ 56,035.73
	AM-FM RADIO	STD		DOWNGRADE	
	A/C AND HEAT	STD			
	ALL SEASON TIRES	STD			
	TILT STEERING WHEEL	STD			
67X	EXTRA HD SUSPENSION	$ 117.00		PLEASE FAX YOUR PURCHASE	NOTE
62R	PTO PROVISION	$ 263.00		ORDER TO 254 865-9118	NOTE
99T	6.7L FORD DIESEL	$ 6,088.00			

Total of B. Published Options: $ 63,135.73

C. **Unpublished Options [Itemize each below, not to exceed 25%]** $= -14.2 %

Options	Bid Price	Options	Bid Price
F4G 2012 F450 WITH 16,500 GVWR	$ (1,200.00)	DOWNGRADE TO VERSALIFT SST-37-ENH	$ (11,688.73)
		QUOTE # VSW-13940	
2013 MODEL	NOTE	MORE VERSALIFT OPTIONS AVAILABLE	NOTE
		VERSALIFT DELIVERY TO SHERMAN	$ 350.00
ESTIMATED DELIVERY IN 180-240 DAYS	NOTE		

Total of C. Unpublished Options: $ (12,538.73)

D.	**Pre-delivery Inspection:**		$ 80.00
E.	**Texas State Inspection:**		
F.	**Manufacturer Destination/Delivery:**		$ 995.00
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		$ 757.00
H	**Lot Insurance (for in-stock and/or equipped vehicles):**		$ 151.00
I.	**Contract Price Adjustment:**	2013 GOVERNMENT PRICE ADJUSTMENT	$ 1,000.00
J.	**Additional Delivery Charge:**	0 miles	
K.	**Subtotal:**		$ 78,807.00
L.	**Quantity Ordered**	1 x K =	$ 78,807.00
M.	**Trade in:**		
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**		$ 400.00
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**		$ 79,207.00

DATE: October 10, 2012

TO: Alan Wiley
Philpott Ford

REF: Bruce Simpson
City of Sherman
bruces@sherman.tx.us

Versalift Southwest L.L.C.
1200 Texas Central Parkway
P.O. Box 21415 • Waco, Texas 76702-1415
Phone Number: (254) 420-5330
Fax Number: (254) 776-8025

SUBJECT: Quote # VSW-13940

We are pleased to quote the VERSALIFT SST-37-EIH; insulated end mounted 37ft. (11.3 m) telescopic aerial platform lift, 42ft. (12.8 m) working height, 27ft. 9in. (8.5 m) horizontal reach including the following items:

AERIAL LIFT SPECIFICATIONS

PLATFORM - The fiberglass platform is 24 in. x 30 in. x 42 in. (0.61 m x 0.61 m x 1.07 m) deep with an inside and outside step for easy access. The platform capacity is 350 lbs. (160 kg). The platform is equipped with a tubular rest/support.

PERSONNEL RESTRAINT SYSTEM - A safety harness and a lanyard are supplied. The anchor for the lanyard is attached to the upper platform support.

PLATFORM LINER AND VINYL COVER - A 50 KV rated liner and soft vinyl cover are supplied for the platform.

SINGLE STICK PLATFORM CONTROL - The Unitrol single-stick control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stickhandle will not allow boom movement until it is depressed. The control valve is full pressure and full flow. The operator can feather between the three control movements to provide multi-function boom action. An emergency stop control is provided.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

HYDRAULIC PLATFORM LEVELING - Platform leveling is controlled by a master and slave cylinder arrangement. The platform leveling system can be activated from the upper controls to adjust platform leveling, tilt the platform for cleaning, or to ease the removal of an injured operator.

HYDRAULIC TOOL CIRCUIT AT THE PLATFORM - This system is designed to use open-center hydraulic tools. The tool circuit provides 5 gpm (19 lpm) at 2250 psi (158 kg/cm_2). The two speed manual throttle advance is required.

OUTER/INNER BOOM ASSEMBLY - The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electrogard) that maintains a 42 in. (1.08 m) insulation gap with the inner boom fully retracted. The 5 in. x 7 in. (130 mm x 180 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. The outer/inner boom assembly articulates from 14° below horizontal to 74° above horizontal. Actuated by a double acting cylinder with a holding valve, the outer/inner boom assembly is offset to one side to provide easy access to the platform. A molded rubber boom-support cradle supports the boom when stowed, without the need for a tie-down strap.

PINS - Pins are high-strength alloy steel which are chrome plated for a hard finish and corrosion resistance. Pins are bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

COMPENSATED LOWER BOOM - The lower boom consists of a 6 in. (150 mm) square steel section. A double acting cylinder with dual holding valves allows the SST-37 lower boom to articulate from 7° below horizontal to vertical for a total travel of 97°. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

CYLINDERS - Both the outer and lower boom cylinders are a threaded end-cap design. The lower boom and extension cylinders are equipped with two holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The outer boom cylinder is equipped with one holding valve.

TURRET - The turret wings are ½ in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. An electric and hydraulic collector ring assembly provides a path for hydraulic oil and electric signals from the pedestal to turret.

PEDESTAL - The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal. A 100-mesh suction screen and 10-micron return line filter are located inside the pedestal. The top plate is 1 ¼ in. (32 mm) thick and machined flat to support the rotation bearing.

TORSION BARS - Front and rear torsion bars are supplied and add to the stability of the vehicle. All Stable Ride torsion bars include rubber bushings at all points of movement and do not require lubrication.

LUBRICATION - Non-lube bearings are used at all points of motion. The rotation bearing is the only component that requires periodic lubrication.

PAINT - The complete unit is primed and painted prior to assembly. The color is white urethane.

HYDRAULIC OIL RESERVOIR - Designed as an integral part of the pedestal, the reservoir has an anti-splash baffle and easy to read fluid level gages. The oil capacity of the reservoir is 12 gallons (45 l), which is sufficient for a 5 GPM (19 lpm) hydraulic tool circuit.

HYDRAULIC SYSTEM - The open-center hydraulic system operates at 3 gpm (11.4 lpm) at 2250 psi (158 kg/cm$_2$). The pump draws oil through a 100- mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level. Hydraulic oil is not included. This system is driven by the chassis transmission power take off system.

HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

ENGINE START/STOP AND MASTER CONTROL - The start/stop circuit has been designed so that the lift cannot be operated unless the truck ignition key is in the "run" position and the master switch is "on." This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the platform and a toggle switch at the turret are provided to actuate the engine start/stop control.

EMERGENCY POWER - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a DC motor, which is powered by the truck's engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls is used to energize this system.

ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position.

AERIAL LIFT SPECIFICATIONS CONTINUED

SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

MANUALS - Two (2) operator's manuals and two (2) service/installation manuals are included.

CHASSIS SPECIFICATIONS

- Minimum Chassis Specifications:
- Ford F-450
- Cab to axle dimension..84in.
- Frame section modulus..9.25in^3
- Frame resisting bending moment..333,000 in-lbs.
- Front GAWR..5,000lbs.
- Rear GAWR..10,000lbs.
- GVWR..14,500lbs.
- Approx. curb weight for stability..12,000lbs.
- 4x2
- Diesel
- Automatic

BODY SPECIFICATIONS

132 inches long x 40 inches high x 94 inches wide

- **Body Dimensions:**
  - -40 Inches- Compartment height
  - -20 Inches- Compartment depth
  - -54 Inches- Load space width
  - -24 Inches- Top of body to the top of the floor
  - -18 inches- Horizontal Compartment Height
  - -6 inches- Wheel Box Height
- **Body Floor and Understructure:**
  - -12 gauge hot rolled treadplate- Floor
  - -6 Inch structural steel channel full frame
- **Accessories:**
  - -Stainless Steel automotive rotary type door latches
  - -Chain stops on all doors
  - -Rubber rolled crown type fenders
  - -Automotive Bulb Type Weather-stripping
  - -Fuel Filler cut out in wheel panel, streetside
- **Paint:**
  - -Rubberized protective **undercoating** 3-M Body Schutz #08864

Streetside Compartmentation

- **1st Vertical:**
  - -Two adjustable shelves with adjustable dividers
- **2nd Vertical:**
  - -Two adjustable shelves with adjustable dividers
- **Horizontal Compartment:**
  - -Open
- **Rear Vertical:**
  - -Two adjustable shelves with adjustable dividers

Curbside Compartmentation

- **1st Vertical:**
  - -Two adjustable shelves with adjustable dividers
- **2nd Vertical:**
  - -Two adjustable shelves with adjustable dividers
- **Horizontal Compartment:**
  - -Open
- **Rear Vertical:**
  - -Five (5) 3/8" round stock material hooks 1-3-1
  - -Louver vented and supported for generator

BODY SPECIFICATIONS CONTINUED

- **Tailshelf:**
  - -12 gauge treadplate tailshelf 20 inches long x 94 inches wide x 6 inches high
  - -6 inch structural steel channel full frame
- **Tailshelf Rear Lighting:**
  - -94" Wide **7-lamp** light bar installed at rear of tailshelf
  - -Rubber mounted recessed rear lighting kit with harness
  - -Two (2) stop/tail/turn lights (L.E.D.)
  - -Two (2) clear back up lights (L.E.D.)
  - -Two (2) side clearance lights reflector style (L.E.D.)
  - -Two (2) rear clearance lights reflector style (L.E.D.)
  - -Three (3) light center cluster reflector style (L.E.D.)
  - -Seven (7) Lamp light wiring harness
- **Curbside Access in Tailshelf:**
  - -Gripstrut access steps to bed area
  - -One (1) grabhandle at the side access of the body
  - -One (1) 12 ¾" wide pool type grabhandle
- **Wheel Chock Storage:**
  - -One (1) built into body fender panel on streetside and curbside in front of wheel

INSTALLATION DETAILS

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT SST-37-EIH
- Furnish and install body and accessories
- Furnish and install mudflaps
- Furnish and install backup alarm
- Furnish and install travel height decal in the cab
- Furnish and install park brake interlock
- Furnish and install pedestal mounted amber strobe at the front curbside and streetside of body
- Furnish and install combo pintle hitch with 2" ball and two (2) safety D-rings
- Furnish and install 6-prong trailer receptacle
- Furnish and install Rediline 1600 Watt generator in curbside rear compartment
- Furnish and install GFI receptacle with weather proof cover at rear of body
- Paint body to match cab and chassis
- Paint treadplate floor with black no-skid
- Paint mounting hardware
- Furnish fire extinguisher and 3-piece triangle reflector kit
- Furnish two (2) rubber wheel chocks
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2-2001

PRICE SUMMARY

Aerial, Body, Accessories and Installation:	**$ 44,347.00**
Chassis:	**$ TO BE SUPPLIED**
SUBTOTAL:	**$ 44,347.00**
NET PRICE FOB WACO, TEXAS:	**$ 44,347.00**

OPTIONS

Option 1:	Delivery to Sherman, Texas:	**ADD TO NET PRICE:**	**$ 350.00**
Option 2:	Peterson compartment lighting:	**ADD TO NET PRICE:**	**$ 332.00**
Option 3:	LED VISTA rope lighting:	**ADD TO NET PRICE:**	**$ 1,008.00**
Option 4:	Quick lock aluminum ladder rack:	**ADD TO NET PRICE:**	**$ 573.00**

NOTES

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Approximately 180 - 240 Days after receipt of order or 60 days after receipt of chassis, whichever is later.
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Chassis specification must accompany purchase order. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.

Thank you for considering ***Versalift Southwest*** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Steve Niles
Regional Sales Manager
Phone: (254) 717-3523

Signature: ______________________ Date: ______________

P.O.#: ______________ Quantity: __________ Options: ______________

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options that you wish to include on your unit by the option number in the space provided above. Please fax this along with your PO to (254) 776-8025 or email to jeffreyd@timemfg.com.

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
RECEIVED JUL 1 5 '02

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
Annual Supply of Chemicals

Issue
Approval of a request to advertise for the annual supply of chemicals for calendar year 2013

Background
Annually, the City requests bids for the supply of our industrial chemical purchases, primarily for use at the Water Treatment Plant and the Wastewater Treatment Plant.

Origination
Department 7710, Utilities Administration

Financial Consideration
Funds for the purchase of chemicals were appropriated in the recently approved budget for fiscal year 2012-2013. Advertising costs are estimated to be about $200.00.

Staff Recommendation
It is recommended that the City Council approve the advertising related to the purchase of the annual supply of chemicals.

Alternatives
As may be directed by the City Council

Attachments
None

Prepared by:
Mark Gibson, Engineering & Utilities Director

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.2

**** REQUEST TO ADVERTISE***
Annual Contract for Water and Sewer Parts and Supplies

Issue
Approval of a request to advertise for bids for the annual contract for water and sewer parts and supplies

Background
Annually, the City requests bids or renews the contract, if able, for our supply of water and sewer parts and supplies. The staff is requesting to advertise for a new annual supply contract. The water and sewer piping supplies and parts are used in the maintenance of the City's water system and sewer system.

Origination
Department 7710, Utilities Administration

Financial Consideration
Purchases are made with budgeted funds in the Water Utility Cost Centers and are included in the approved fiscal year 2012-2013 budget. Cost for advertising for this contract is expected to be less than $200.00.

Staff Recommendation
It is requested that the City Council authorize the staff to advertise the annual contract for bids.

Alternatives
As may be directed by the City Council

Attachments
None

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.3

OTHER BUSINESS
Receive Update on the Bulk Waste and Brush Collection Program from Director of Public Works Don Keene

Issue
An update on the City of Sherman's bulk waste and brush collection program

Background
On June 21, 2012, at the annual budget workshop meeting, an update on the bulk waste and brush collection program was presented to the Council. Action items were identified in that presentation and approved by the Council. This presentation is a brief update on the program and status of the action items.

Origination
Department of Public Works

Financial Consideration
None

Staff Recommendation
None

Alternatives
N/A

Attachments
None

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.4

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

Issue
Council Members Joe Smith, David Plyler and Cary Wacker currently serve on the Council Audit Committee. Their terms expire in November 2012.

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 R 11/22/2011	5/2006 5/2007 6/2008 6/2009 6/2010 6/2011 11/2011 11/2012	1 2 3 4 5 6 -- 7	Council Member
David Plyler	4	A 11/22/2011	11/2012	1	Council Member
Joe Smith	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 6/2011 R 11/22/2011	6/2008 6/2009 6/2010 6/2011 11/2011 11/2012	1 2 3 4 -- 5	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 11/22/2011

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

==

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:** 11-19-2012

Subject: Agenda Item No. D.5

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 2012.

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 R 11/22/2011	5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 -- 5	Council Member
Robert Softly	2	A 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011 R 11/22/2011	5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 -- 4	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 11/22/2011

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.6

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

Issue
Council Members Joe Smith and David Plyler currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2012.

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

TAX REINVESTMENT COMMITTEE **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 R 11/22/2011	5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 -- 4	Sherman Council Member Voting Member
David Plyler	4	A 11/22/2011	11/2012	1	Sherman Council Member Voting Member

NOTE: Two (2) Council Members are appointed to this committee.
There are also two Grayson County Members, two Grayson College Members, and two SISD Members
Both SISD Members are Non-Voting Members and 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 11/13/2012

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:** 11-19-2012

Subject: Agenda Item No. D.7

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 David Plyler currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2012.

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 R 11/22/2011	5/2006 5/2007 5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 5 6 -- 7	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011 R 11/22/2011	5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 -- 5	Council Member
David Plyler	4	A 11/22/2011	11/2012	1	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 11/22/2011

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

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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

Sherman CLASSIC TOWN. BROAD HORIZON.

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.8

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 David Plyler currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2012.

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 R 6/6/2006 R 6/19/2007 R 5/20/2008 R 5/19/2009 5/18/2010 E 5/2011 R 11/22/2011	5/2006 5/2007 5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 5 6 -- 7	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011 R 11/22/2011	5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 -- 5	Council Member
David Plyler	4	A 11/22/2011	11/2012	1	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 11/22/2011

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

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:** 11-19-2012

Subject: Agenda Item No. D.9

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 David Plyler currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2012.

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 R 11/22/2011	5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 -- 5	Council Member
Willie Steele	1	A 6/19/2007 R 5/20/2008 R 5/19/2009 R 5/18/2010 E 5/2011 R 11/22/2011	5/2008 5/2009 5/2010 5/2011 11/2011 11/2012	1 2 3 4 -- 5	Council Member
David Plyler	4	A 11/22/2011	11/2012	1	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 11/22/2011

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

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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:** 11-19-2012

Subject: Agenda Item No. D.10

CITIZEN REQUESTS

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.11

MEDIA QUESTIONS

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. D.12

COUNCIL COMMENTS

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

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

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

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. F.1

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

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Carolyn S. Wacker, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR
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

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			

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
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APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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JUNE

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JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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SEPTEMBER

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OCTOBER

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NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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18	**19**	20	21	22	23	24
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DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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
04/02/12 - April 2nd Council meeting cancelled
04/20/12 - 12 Noon Budget Planning Meeting in Council Chambers
06/21-22/12 - Budget Workshop in Council Chambers
(06/22/12 Budget Workshop date unnecessary)
06/25/12 - 12 Noon Called Meeting for Annexation Ordinance
(71.671 acres on Washington Street)
07/02/12 - July 2nd Council meeting cancelled

09/03/12 - Labor Day / Called Council Meeting on 09/04/12
09/21/12 - 12 Noon Called Joint Meeting with SEDCO Board
11/06/12 - City Council Election
11/14/12 - 12 Noon Called Meeting to Canvass Election Results

2013
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
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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
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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						

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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21	22	23	24	25	26	27
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MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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
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16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
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JULY

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

NOVEMBER

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	19	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

09/02/13 - Labor Day / Called Council Meeting on 09/03/13